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DONNIE S. TANKERSLEY
R.M.C

DECLARATION

OF

BOOK 1134 PAGE 161

SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

A Condominium Community

In Greenville County, South Carolina

TABLE OF CONTENTS

PREAMBLE 1

I. PURPOSE 2

II. PROPERTY, GENERALLY (Also see Exhibit "A") 2

III. DEFINITIONS 2-6

IV. DESCRIPTION OF THE CONDOMINIUM 6-7

V. UNIT NUMBER AND PERCENTAGES OF UNDIVIDED INTEREST IN COMMON AREAS 7

VI. PLOT PLAN, FLOOR PLANS AND AMENDMENT THERETO 7-8

VII. RESTRICTIONS (A through F) 8-9

A. Single Family Residences 8

B. No Business 8

C. Conduct 8

D. Rental 8

E. Regulations 9

F. Compliance by Residence Owner's Families and Tenants 9

VIII. RESIDENCES 9-12

A. Real Property 9

B. Exclusive Use 9

C. Boundaries 9

D. Rights, Title and Interest of Residence Owners, Undivided Interest in Common Area, Right to Vote, Computation of Undivided Percentage Interest 9-10

E. Maintenance by Association and by Residence Owner and Limitations on and Requirements for Repair and Alteration 10-12

IX. COMMON AREA, LIMITED COMMON AREA AND FACILITIES 12-13

X. ASSOCIATION 13

A. Declarant's Right to Manage 13

B. Termination of Management 13

C. Common Expenses Established by Declarant 13

XI. ASSESSMENTS 13-17

A. Common Expenses; Individual Expenses 14

B. Accounts 14

C. Assessments for Recurring Expense 14-15

D. Assessment for Emergencies 15

E. Assessments for Contingency Reserve 15

F. Assessment Roll 15

G. Liability for Assessments 15-16

H. Lien for Assessments 16

I. Collection, Interest, Suit, Loss of Vote, Mandatory Assessment Collection 16-17

XII. ADMINISTRATION 17-18

A. Organization 17

B. By-Laws 17

C. Duties and Powers 17

D. Manager 17-18

E. Notice 18

XIII. INSURANCE 18-19

A. Common Expense 18-19

B. Owner's Expense 19

C. Trustee 19

D. Conflict 19

XIV. REPAIR, RECONSTRUCTION OR REBUILDING (Also see Appendix Two) 19-20

A. Determination 19-20

B. Estimate 20

C. Proceeds and Conflict 20

XV. STRUCTURAL AND EXTERIOR CHANGES AND ADDITIONS 21-22

A. Vote Required for Changes in Common Facilities 21

B. Excessive Cost; Dissenter's Rights 21-22

C. Conditions to Residence Owner's Rights to Make Structural Changes in Residences 22

XVI. TAXES AND SPECIAL ASSESSMENTS 22

A. Common Expense 22

B. Owners Expense 22

XVII. AMENDMENTS 22-24

A. Declaration 22-24

XVIII. TERMINATION OF CONDOMINIUM 24-25

A. Unanimous Agreement 24

B. Casualty 24-25

C. Rights of Parties 25

XIX. COVENANTS RUNNING WITH LAND AND ENCROACHMENTS 25

XX. CONDOMINIUM DEEDS (Also see Exhibit "F") 25

XXI. RESIDENCE TRANSFERS 25

XXII. SEVERABILITY 25

XXIII. ADDITIONAL PROVISIONS RELATING TO MORTGAGEES 26-29

A. Written Notice of Change 26

B. Written Notice of Default 26

C. Prior Written Approval 26-27

D. FHLMC Notice of Loss Over $10,000.00 27

E. Other Prior Written Approval 27

F. Associates Lien Subordinate to First Mortgage 27-28

G. Inspections, Statements, Notice 28

H. Substantial Damage, Notice 28

I. Condemnation 28

J. Easement for Encroachment 28-29

K. Fee Simple 29

L. No Right of First Refusal 29

M. Right of Action 29

N. Free of Claims 29

O. Notice to FHLMC For Damage over $1,000.00 29

XXIV. RIGHTS OF ACTION 29-30

XXV. CONDEMNATION 30-31

A. Partial Taking 30

B. Partial or Total Taking 30-31

XXVI. MISCELLANEOUS (A through C) 31-32

XXVII. FUTURE STAGES 32

XXVIII. PARKING 32-33

XXIX. APPOINTMENT OF POWER OF ATTORNEY 33

SIGNATURES 33

LEGAL DESCRIPTION OF PARCELS ..... EXHIBIT "A"

PLOT PLAN AND FLOOR PLANS ..... EXHIBIT "B"

BY-LAWS ..... EXHIBIT "C"

SCHEDULE OF PERCENTAGE OF INTERESTS ..... EXHIBIT "D"

FORM FOR AMENDMENT TO MASTER DEED ..... EXHIBIT "E"

FORM OF DEED ..... EXHIBIT "F"

INSURANCE ..... APPENDIX ONE

DESTRUCTION AND RECONSTRUCTION ..... APPENDIX TWO

BOOK 1134 PAGE 168

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

DECLARATION (MASTER DEED)
ESTABLISHING SEDGEFIELD VILLAS
HORIZONTAL PROPERTY REGIME

THIS DECLARATION made this 25th day of September, 1980, by Donald E. Franklin and Susan R. Franklin, hereinafter sometimes referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Donald E. Franklin and Susan R. Franklin are the owners of the property described in Exhibit "A", hereinafter referred to as the "Property", and

WHEREAS, Declarant intends to build condominium units on the Future Stage Property, and

WHEREAS, Declarant desires and intends to subject the Property hereinafter described in Exhibit "A", including the improvements constructed thereon, to a regime under Title 27, Chapter 31 of the Code of Laws of South Carolina, 1976, as heretofore amended, and as the same may be amended hereafter from time to time and known as "Horizontal Property Act", and referred to herein as the "Act";

NOW, THEREFORE, Declarant hereby declares that the property described in Exhibit "A" attached hereto and made a part hereof by reference, owned by Declarant, is hereby submitted and made subject to the form of ownership in the aforesaid Act, and said property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the provisions of said Act and subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plat for the division of said property into condominium ownership and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, their heirs and assigns, and every person acquiring or owning an interest in the real property and improvements, his heirs, successors, and assigns.

I. PURPOSE. Declarant hereby declares the property to be a regime known and identified as "Sedgefield Villas Horizontal Property Regime" (hereinafter referred to as the "Regime" or "Sedgefield Villas"). The Regime is also known as "Condominium".

Declarant has filed simultaneously herewith a plot plan showing the location of the buildings and other improvements, and a set of floor plans showing the dimensions,

area and location of the units, the limited common elements and general common elements.

Declarant has constructed thirty-one (31) apartment units on said property which are being hereby converted into condominium units as are shown on Exhibit "B" and Declarant proposes to build additional units on said property in stages. Declarant proposes to construct no more than eighty-three (83) units on the entire property including the existing units.

Exhibit "D" is a chart showing the percentage interest in the common elements of each original unit owner, and the method of computing the percentage interest at each stage of development.

The Developers will elect whether or not to proceed with each stage of development within seven (7) years from the date of this Declaration.

Declarant reserves the right to construct the buildings in the various stages in such order as it deems advisable, regardless of whether the units have consecutive numbers or not.

Declarant reserves the right, but not the obligation, to construct within two (2) years from the date of this Declaration a swimming pool on the property identified on Exhibit "B".

II. PROPERTY GENERALLY. The property described in Exhibit "A" constitutes the property being hereby subjected to the Act.

III. DEFINITIONS. In addition to any definitions appearing in this Declaration, the following terms shall have the meaning set forth below.

A. "Act" means the Act of the General Assembly of South Carolina as Title 27, Chapter 31, of the Code of Laws of South Carolina, 1976, as heretofore amended, and as the same may be hereafter amended from time to time, and known as the "Horizontal Property Act."

B. "Appraisal" means a determination of the fair market value of the property or any portion thereof, as determined by an appraisale conducted by an appraiser designated

by the Greenville Board of Realtors, or in the event the Greenville Board of Realtors ceases to exist, or fails or refuses to designate an appraiser within a reasonable time after receipt of a request therefor, by an appraisal conducted by a real estate appraiser of recognized standing selected by the Board of Directors who is a member of or is licensed or sanctioned by the American Institute of Real Estate Appraisers or other similar professional society of real estate appraisers.

C. "Assessment" means a residence owner's share of the common expenses and limited common expenses which from time to time is assessed against a residence owner by the Association in the manner herein provided and other costs and expenses which from time to time are assessed against a residence owner in accordance with the terms of the Declaration.

D. "Association" means Sedgefield Villas Association of Residence Owners, Inc., a corporation of all of the residence owners, in accordance with the Declaration and By-Laws, for the purpose of administering Sedgefield Villas Horizontal Property Regime.

E. "Board of Directors" means the board of directors of the Association elected or appointed from time to time in the manner provided in the Declaration and the By-Laws.

F. "By-Laws" means the By-Laws of the Association annexed to the Declaration, as amended from time to time as therein provided.

G. "Common areas" means those portions of the property described on Exhibit "B" (a) not designated for residences or (b) not otherwise designated herein a part of a residence. "Common areas and facilities" or "common area" also means all of the property not to be used for residences and includes, but is not limited to, all community facilities which may be included within the property, stairs, steps and landings outside of residence boundaries, the water meters, streets, landscaping, pavements, pipes, wires, conduits, and other public utility lines, paved areas, contracts, easements, rights of way and contract rights as may be obtained by the Association (or by the Declarant in connection with this condominium) for services or access, and machinery, equipment and other tangible or intangible personal property which is owned by the Association and which is necessary or convenient to the existence, maintenance and safety of the condominium. "Common areas" also means General Common Elements.

H. "Common expense" means (1) expense of administration, maintenance, repairs and replacements of the common areas and facilities, (2) expense of maintenance, repairs and replacement of exterior surfaces of residences required to be borne by the Association, (3) expenses determined by the Association to be common expenses and which are lawfully assessed against the residence owners by said Association, (4) expenses declared to be common expenses, by provisions of the Act, this Declaration or the By-Laws, (5) any appropriate expenses incurred by the Association, and (6) expenses for water used by the Association, (7) expense of caulking and painting the exterior of window sills and frames, (8) expense of painting the exterior of doors, (9) any assessments for the creation and maintenance of reserves.

I. "Condominium" means that form of ownership established by the provisions of the Act under which space intended for independent use is owned by various owners in fee simple absolute, and the parts of the property other than such independently owned spaces, are owned by such owners in undivided shares as tenants in common, which undivided shares are appurtenances to the respective independently owned spaces. "Condominium" shall also mean Horizontal Property Regime. "This condominium" and "Sedgefield Villas Condominium" each mean all of the property submitted to the condominium form of ownership by the Declaration.

J. Condominium documents" means the documents by which the Sedgefield Villas Condominium is established and continued, including:

1. The Declaration, which sets forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All other condominium documents shall be subject to the provisions of the Declaration.

2. The By-Laws, a copy of which is hereto attached and made a part hereof as Exhibit "C".

K. "Declaration" means this Declaration establishing Sedgefield Villas Horizontal Property Regime as is may hereafter be amended from time to time. "Declaration" shall also mean Master Deed.

L. "Declarant" means Donald E. Franklin and Susan R. Franklin.

M. "Developers" mean Donald E. Franklin and Susan R. Franklin and any person, corporation, or partnership which is an assignee thereof or successor thereto.

N. "Insurance Trustee" means the Insurance Trustee referred to in paragraph XI of and in Appendix One of the Declaration.

O. "Limited common elements" means and includes those common elements which are designated on the plot plan and are reserved for the use of a certain number of units to the exclusion of the other units. Also included as Limited Common Elements are decks, par' ', storage and service areas.

P. "Majority" or "majority of residence owners or co-owners" means fifty-one (51%) per cent or more of the basic value of the property as a whole in accordance with the percentages established in Exhibit "D".

Q. "Manager" means the person designated, appointed or elected from time to time as manager of the Association in accordance with the provisions of the Declaration and the By-Laws.

R. "Person" means an individual, corporat' n, partnership, association, trustee or other legal entity, or any combination thereof.

S. "Property" means that property submitted to the provisions of the Act by this Declaration, and includes the land, the building, and buildings, all improvements and structures thereon, and all easemen's, rights and app' rtenances belonging thereto.

T. "Residence" means a part of the property consisting of a residence unit, as shown by the plans and plats of survey filed by the Declarant with this Declaration or amendments thereto or as designated a part of a residence by this Declaration or amendments. Residence also means apartment and unit.

U. "Residence Number" means the number designating a residence in the Declaration or any amendment thereto.

V. "Residence Owner" means the person or persons owning a residence in fee simple absolute and an undivided interest in the fee simple estate of the common areas, limited common areas and facilities in the percentage determined pursuant to this Declaration. Residence owner also means co-owner or owner.

W. "Unit" shall mean "apartment" or "residence" and shall also mean and comprise the separate numerically identified residences which are designated in Exhibit "B" in this Declaration, excluding, however, all spaces and improvements lying beneath undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces on the ceiling of each Unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services, to the residences, common areas, limited common areas and facilities, except:

(1) all wallboard, plasterboard, plaster, paneling, tiles, wallpaper, finished flooring, and any other materials constituting any part of the unfinished surfaces thereof are part of the unit, and all other portions of the walls, floors, or ceilings are part of the common elements;

(2) if any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements;

(3) subject to the provisions of paragraph (2), all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are part of the unit;

(4) any doorsteps, stoops, porches, storage and service areas, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit.

IV. DESCRIPTION OF THE CONDOMINIUM.

A. Description of the Land. The land on which the buildings and other improvements are located is in the County of Greenville, State of South Carolina, and is described in Exhibit "A", and constitutes the land being hereby subjected to the act.

B. Description of the Buildings and Other Improvements. The Sedgefield Villas

Horizontal Property Regime will initially consist of six (6) buildings containing a total of thirty-one (31) units. The buildings are constructed with the following:

a. Foundations: Four (4") inch thick concrete slab or pier construction with wood floors.

b. Floor Systems: (1) Ground Floor - Concrete slab or wood floors, 2' x 8', with drop sill.

(2) Upper Floor - 2' x 10' at sixteen (16") inch o.c.

(3) Vinyl and carpet finish.

Walls: 2' x 4' wood studs with western red cedar siding exterior and sheetrock interior.

d. Ceilings: Sheetrock painted or spray texture.

e. Roof: Wooden trusses with plywood; 230# asphalt shingles.

f. Mechanical: Total electric.

g. Unit Nos. 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, and 42 were built in 1975, and have wood siding. Unit[illegible] 23, 25, 27, 29, 31, 33, 35, 37, 39 and 41 were constructed in 198[illegible] d have vinyl siding. All future units will have vinyl siding.

V. UNIT NUMBER AND PERCENTAGES OF UNDIVIDED INTEREST IN COMMON AREAS.

A. The unit number and maximum percentage of undivided interest in common areas appurtenant to each unit and its owner for all purposes, including voting is set forth in Exhibit "D". Such maximum interest shall be subject to diminution, to accomodate additional stages under the provisions of Article XXVII. Except as provided in Article XXVII, the percentage of undivided interest in the common areas and facilities appurtenant to any unit shall not be changed except with the unanimous consent of all of the unit owners in the condominium project expressed in an amendment to this declaration duly executed by all such owners and recorded.

B. Such percentages have been established by a value-to-value method by comparing the value of each individual unit against the collective value of all the units.

C. No change in the percentage interests in the common elements may be affected pursuant to additional stages more than seven (7) years after the effective date of this Declaration.

VI. PLOT PLAN, FLOOR PLAN AND AMENDMENT THERETO. A plot plan, showing the property and the layout, location, residences numbers and dimensions of the original

stage consisting of thirty-one (31) units and the common area and limited common area and future stages identified in Exhibit "B" is incorporated herein by reference and submitted herewith to the RMC Office for Greenville County for filing and recording pursuant to the Act. This plat is recorded in Plat Book 7X at Page (s) 42 in the RMC Office for Greenville County, South Carolina, and is herein referred to as the "Plot Plan and Floor Plans."

VII. RESTRICTIONS. For the purpose of insuring maximum enjoyment of the condominium property by all of the residences, the use of the property of the condominium shall be in accordance with the following provisions:

A. The condominium property shall be used only for single family residences, and for furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the residences for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose, except, however, the Association may allow two or more non-related persons to occupy a unit.

B. No business shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

C. No immoral, improper, offensive or unlawful use shall be made of the condominium property, nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

D. Entire residences may be rented (the term "rent" shall include lease or sublease), provided the occupancy is not for less than twelve months, and the occupancy is by the lessee and his immediate family, or as may be approved or otherwise provided for by the board of directors. No single room shall be rented and no transient tenants shall be allowed. This section shall not apply to any lease which may be entered into by the developer, or which may be in existence on the date of this Master Deed. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws, and that any failure by the Lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing.

E. Reasonable regulations concerning the use and occupancy of the condominium (including residences and common areas) and reasonable regulations concerning the prohibition of or limitations on pets may be made and amended from time to time by the Board of Directors. Copies of such regulations and amendments thereto shall be furnished by the Manager or Board of Directors to all the residence owners and residents of the condominium upon request, and each residence owner, his Lessee and persons living with the residence owner or his Lessee, shall comply with such regulations and with the condominium documents.

F. Each residence owner agrees to cause his Lessee and the persons living with him or his Lessee to comply with all condominium regulations and the condominium documents and to be responsible to the manager and Board of Directors.

VIII. RESIDENCES. The residence shall be constituted as follows:

A. Each residence, together with its undivided interest in the common areas and limited common area and facilities, shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to the provisions of the condominium documents.

B. Each residence owner shall be entitled to the exclusive ownership and possession of his residence, subject to the provisions of the Act and the condominium documents.

C. Each residence shall comprise the separate identified residences which are designated in Exhibit "B" in this Declaration, and Plot Plans and Floor Plans in subsequent stages.

D. The ownership of each residence shall include, and there shall pass with each residence as appurtenances thereto whether or not separately described, all of the rights, title and interest of a residence owner in the condominium property, which shall include but not be limited to:

1. Common Area, Limited Common Area and Facilities. A residence owner's undivided percentage interest in the common area, limited common areas and facilities (General Common Elements and Limited Common Elements).

2. Association membership. Such membership shall include the right to vote on all matters which under the Declaration (Master Deed) and By-Laws are required

or authorized to be decided by residence owners. The Association shall have one class of voting membership which shall consist of all residence owners including the Declarant. Such residence owners shall be entitled to the percentage ownership equal to the percentage share of the common area and facilities (common elements), limited common area (limited common elements) and the right to vote according to said percentage. When more than one person holds such interest in any residence the vote for such residence shall be exercised as they among themselves determine. In no event shall more than the percentage of ownership vote be cast with respect to any residence.

3. The residence owner's undivided percentage interest in the common area, limited common areas and facilities at any particular time shall be the percentage allocated to the respective residences as set forth in the schedule attached hereto as Exhibit "D" and by reference incorporated herein.

E. Repairs, Maintenance and Improvements. The Association shall provide exterior maintenance upon each residence as follows: stain, (or paint as the case may be) repair, replace and care for roofs, exterior building surfaces, stoops and outside steps, decks, patios, storage and service areas, paint and caulking to outside of window sills and window frames and paint to outside of exterior doors and decks, except the Association shall not be responsible for the maintenance, repair and replacement of windows and doors. In the event that the Board of Directors shall determine that the need for maintenance or repairs by the Association as provided for in this paragraph is caused through the willful or negligent act of a residence owner, his lessee or their family, guests or invitees and not covered or paid for by insurance, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such residence owner is subject. Maintenance of a residence shall otherwise be the responsibility of the residence owner, which responsibility shall be governed by and shall include but not be limited to the following:

1. Each residence owner shall maintain, repair and replace, at his expense, all portions of the residence, except for items which are the responsibility of the Association as a common expense.

All residence owners shall have the responsibility for the maintenance, repair and replacement, where applicable, for the following:

heating and air conditioning units, condensors, refrigerators, stoves, dishwashers, disposals, toilets, sinks, bathtubs, showers, all pipes, and valves within the residence, carpet, floor covering, interior paint, wallpaper, paneling, light fixtures, windows, including locks, handles, movable parts and frames, doors, including locks, knobs, handles and movable parts and frames, cabinets, and any other appliances and fixtures within the unit.

Where in order to perform maintenance and to make repairs and replacements to his residence it is reasonably necessary or practically desirable for the residence owner to go in or upon other residences or to do damage to other residences he shall have that right provided such is done with as little inconvenience to the residence owner of such other residence and provided further that all damage to such other residence is repaired and restored as quickly as possible at the sole expense of the residence owner whose repair work made necessary such damage and provided further that reasonable assurance and security for such repair and restoration is given by the repairing residence owner to the residence owner whose residence is to be so damaged. All such maintenance, repair and replacement shall be subject to all of the requirements and shall be performed in accordance with the standards of all governmental bodies or agencies having jurisdiction thereof.

2. No residence owner shall paint or otherwise decorate, or change the appearance of, any portion of the exterior of the residence except as provided in this Declaration or the By-Laws of the Association.

3. No residence owner shall make any alteration or addition to, or service any parts of, or do any work which would jeopardize the safety or soundness of, any portion of the residence contributing to the support of the residence, which supporting portions shall include but not be limited to the outside walls of the residence and any load-bearing walls or columns within or without the residence.

4. No residence owner shall be required or authorized to repair, reconstruct or rebuild all or any part of his residence under any circumstances in which the responsibility for such repair, reconstruction or rebuilding is specifically placed upon the Association under other paragraphs of this Declaration.

5. Notwithstanding anything to the contrary contained in this Declaration, and for the benefit of the residence owners as a group, the Association may, but is not required to, do anything that a residence owner is required to do hereunder (including, without limitation, residence repair and window replacement):

(a) in the discretion of the Manager, in the case of an emergency;

(b) in the discretion of the Board of Directors, in the case of convenience for the Association; and

(c) in the discretion of the Board of Directors, in the case that the residence owner fails to perform his duty.

Action by the Association under this subparagraph E.5 shall be at the cost and expense of the residence owner who will be assessed therefore by the Association.

IX. COMMON AREA AND LIMITED COMMON AREA FACILITIES.

A. Ownership and use of the common area and limited common areas shall be governed by the following provisions:

1. The ownership of the percentage of undivided interest of a residence owner in the common areas, limited common areas and facilities shall be deemed to be conveyed or encumbered or to otherwise pass with the residence whether or not expressly mentioned or described in a conveyance or other instrument describing the residence, and may not be separated from the residence.

2. The common areas, limited common areas and facilities shall remain undivided and no residence owner nor any other person shall bring any action for partition or division of the whole or any part of the common areas and facilities except as provided in the Act or otherwise specifically provided in this Declaration.

3. Subject to any specific limitations contained herein and any rules duly adopted by the Association, each residence owner and the Association may use the common areas, limited common areas (subject to terms herein) and facilities for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other residence owners.

4. The maintenance, operation, and groundskeeping service of the common areas, limited common areas and facilities shall be the responsibility and the expense of the Association.

X. ASSOCIATION. The Association is a South Carolina non-profit corporation which shall be the governing body for all owners for the purpose of the administration of the property. However and notwithstanding anything to the contrary contained herein:

A. Within thirty (30) days following the filing of this Declaration, the Declarant shall call a meeting of the Association to be held within ten (10) days following the call at which meeting the Association will elect Directors. The Declarant shall also for all purposes, have all the rights, powers, privileges, duties and obligations of a residence owner and be a member of the Association so long as the Declarant owns one or more residences and to the extent (including, without limitation, obligation for common expenses to the extent provided in this Declaration, and an undivided percentage interest in the common area and facilities) of the total of all appropriate undivided percentage interests for residences owned by the Declarant and a vote according to the percentage ownership for each residence then owned by the Declarant.

B. Control of the Association will become vested in the owners upon election of directors.

C. After vesting of control by the Association, any existing Management Agreements for the Project will be terminable by the Association, at any time, without penalty, upon not more than ninety (90) days notice to the other party, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

XI. ASSESSMENTS. Assessments against the residence owners shall be determined by the Manager (subject to review and revision by the Board of Directors at a regular meeting following timely notice to the Directors that the Manager's determination shall be an Agenda item) and shall be governed by the following provisions, provided, however, notwithstanding anything to the contrary herein, no unit owner will ever be assessed a percentage of the common expenses in excess of his percentage undivided interest.

A. Share of Expense.

1. Common Expenses. Common expenses are those which under this Declaration are to be borne by all co-owners and shall be the liablity of all co-owners, but every residence owner shall be liable for only that fractional interest of common expenses equal to that residence owner's percentage undivided interest of ownership in the common area and facilities at the time the common expense is incurred.

2. Individual Expense. Each residence owner shall be liable for all expenses attributable to his ownership, use or occupance of his residence, except only the common expenses above stated for which the Association is liable. Such individual expense shall include but not be limited to taxes on the residence and undivided interest in the common area and facilities and all utilities where applicable used by the residence.

B. Accounts. All sums collected from assessments (except for reserves which shall be maintained in a separate account and not used for operation) may be mingled in a single fund but they shall be held in trust for the residence owners in the respective shares in which they are paid, and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be a common expense account to which shall be credited collections of assessments for common expenses. The residence owners shall not be entitled to receive any prorata share of the assessment funds upon the sale or transfer of the residence.

C. Assessments for Recurring Expense. Assessments for recurring expense for each expense account shall include the estimated expenses chargeable to the account. Assessment for recurring expenses shall be made for the remainder of the calendar year in which this Declaration is filed as soon as practicable after this Declaration is filed, and for each calendar year thereafter annually in advance. Such assessments shall be due in equal consecutive monthly payments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, a payment in the amount required by the

last prior assessments shall be due upon each assessment payment date until changed by a new assessment.

D. Assessments for Emergencies. Assessments for expenses of emergencies for each expense account which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the residence owners. Ten days after such notice, and failing disapproval in writing by owners of a majority of the total vote of the Association, the assessment shall become effective, and it shall be due after thirty days notice thereof in such manner as the Manager may require.

E. Assessment For Maintenance, Repairs & Replacement Reserve. An adequate reserve fund for the periodic maintenance, repair and replacement of the common elements must be established and must be funded by regular monthly payments rather than by special assessments. Upon the purchase of each unit from the Declarant, each unit owner shall deposit with the managing agent of the Property, or as may be otherwise directed by the Board, an amount equal to double the monthly assessment relating to such owner's unit. Such amount shall be held, together with the amounts similarly deposited by the other unit owners, as a contingency reserve. To the extent that the said reserve fund may be depleted, or if the judgment of the Board may be inadequate, the board may increase the same by an assessment to the members in the proportion of their ownership interest in the Common Elements. The said reserve fund and other funds on hand from time to time shall not be refunded to a unit owner in the event he sells his unit.

F. Assessment Roll. The assessments for expenses for each expense account shall be set forth upon a roll of the residences which shall be available in the office of the Association for inspection at all reasonable times by residence owners. Such rolls shall indicate for each residence the name and address of the owner, the assessments for all purposes and the amounts paid and unpaid of all assessments.

G. Liability for Assessments. A residence owner will not be liable for the obligations of any other residence owner. A residence owner shall be liable for all assessments

4320-RV-2

coming due while he is the owner of a residence, together with interest, costs and reasonable attorney's fees. Such liability may not be avoided by waiver of the use and enjoyment of any limited common or common elements, or by abandonment of the residence for which the assessments are made. In the event of the foreclosure of any mortgage upon a residence, conveyance of any such residence the person first acquiring title to such residence by reason of such foreclosure sale, deed in lieu of foreclosure, or judicial sale, shall be liable only for assessments coming due thereafter or for that portion of due assessments prorated to the period after the date of such transaction to all residences including the mortgaged unit.

H. Lien for Assessments. The unpaid portion of an assessment which is due shall be secured by a lien upon the residence, and all appurtenances thereto. To the extent permitted by applicable law, any lien for common expenses and assessments shall be subordinate to any first mortgage on any unit recorded prior to the date on which such lien arises. Such a lien for common expense charges and assessments shall not be affected by any sale or transfer of a unit except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit so sold or transferred from the lien of, any common expense charges thereafter becoming due.

I. Collection. In addition to the other remedies provided by law, the Association may enforce collection as hereinafter provided:

1. Late Charge: Application of payments. Assessments and installments thereon paid on or before ten days after the date when due shall not bear a late charge, however, a late fee of $5.00 will be charged each month that the assessments are in arrears, ten (10) days after the date when due. All payments on account shall be first applied to late charges and then to the assessment payment first due.

2. Suit. The Association may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the liens securing the assessments, or by any other legal proceeding, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree together with late fees and all costs incident to the collection and proceeding, including reasonable attorneys fees.

3. Member's Loss of Vote. Notwithstanding anything to the contrary contained herein, a residence owner's right to vote as a member of the Association shall be suspended so long as he is delinquent in his obligations to the Association.

4. Mandatory Assessment Collection. All assessments, and all late fees thereon, must be collected by the Association by whatever lawful means are necessary; provided, however, that any such collection may, but is not required to, be postponed for a period not to exceed two (2) months if the Board of Directors determines that a delinquency in payment is caused by special hardship justifying such moratorium.

XII. ADMINISTRATION. The administration of the condominium, including but not limited to the acts required of the Association by the condominium documents, and the maintenance, replacement and operation of the limited common areas and common areas and facilities, shall be the responsibility of the Association and shall be governed by the following provisions:

A. Organization. The Association shall be organized as a non-profit corporation under the name Sedgefield Villas Association of Residence Owners, Inc.

B. By-laws. By-laws of the Association shall be in the form attached hereto as an exhibit until such are amended in the manner provided in the Act this Declaration and the by-laws.

C. Duties and Powers. Duties and powers of the Association shall be those set forth in the condominium documents, together with those reasonably implied to effect the purpose of the Association and the condominium. Such duties and powers shall be exercised in the manner provided by the condominium documents.

D. Manager. Chief executive officer of the Association shall be the Manager, who shall be employed upon the favorable vote of a majority of the whole Board of

Directors and shall hold office until discharged by vote of a majority of the whole Board of Directors. During his tenure the Manager shall exercise all the powers, and shall be responsible for performance of all the duties, of the Association as provided in the Act, this Declaration, and the by-laws, excepting only those powers and duties specifically and exclusively assigned to the other officer, the Board of Directors or the member of the Association by the Act, this Declaration or the by-laws. The Manager may be an individual, a corporation, or any other person, as the Board of Directors shall determine. If the Board of Directors determine to discharge the Manager, as authorized above, the Manager shall, if he is a compensated employee of the Association. receive either thirty (30) days notice prior to termination and thirty (30) days salary after termination, or sixty (60) days salary in lieu of any prior notice. The Manager shall be bonded in such amount as the Board of Directors shall require. Any agreement for professional management of the project must provide that the management contract may be terminated at any time without penalty upon not more than ninety (90) days notice and the terms of such contract cannot exceed one (1) year, renewable by agreement for successive one year periods.

E. Notice. Notice for any purpose may be given by the Association to residence owners and the residence owners to the Association in the manner provided in the By-Laws for notice of meetings to member of the Association.

XIII. INSURANCE. Insurance (other than title insurance) which shall be carried upon the common areas and facilities and the residences shall be covered by the provisions set out in Appendix One, which is attached as part of this Declaration. Some of these provisions are summarized as follows:

A. The Association will carry at the common expense of the residence owners the following policies.

1. Fire and extended coverage on the residences (but not contents) and common facilities for the benefit of the residence owners and their mortgagees in an amount not less than the full insurable value thereof with such deductible amounts as the

Board of Directors may determine which amount of coverage shall be adjusted by reappraisal or revaluation of the insured property not less frequently than once every three years.

2. Liability coverage covering the common areas and facilities for the benefit of the Association in amounts of not less that $300,000 for injuries to each person, $300,000 for each occurrence, and $300,000 for damage to property.

B. The residence owners may carry at their own initiative and expense the following policies:

1. A building additions and alterations endorsement to the residences policy in A.1. above for the exclusive benefit of the residence owner.

2. A tenant's home owner policy covering casualty to contents, burglary and other risks.

3. A personal liability and property damage policy for the residence owner's protection.

C. An Insurance Trustee shall be selected in accordance with Appendix One.

D. In the event of a conflict between the summary contained in this paragraph XI and the provisions of Appendix One, Appendix One will govern.

XIV. REPAIR, RECONSTRUCTION OR REBUILDING. Repair, reconstruction or rebuilding of the property in the condominium following damage to or destruction of all or a portion of the property in the condominium shall be governed by the provisions set forth in Appendix Two which is attached as a part of this Declaration. Some of the provisions are summarized as follows:

A. The Association will determine whether or not any part of the property in the condominium which is damaged or destroyed shall be repaired, reconstructed or rebuilt, in the following manner:

1. Damage to common areas and facilities will be repaired, reconstructed or rebuilt unless otherwise unanimously agreed by the co-owners.

2. All painting, decorating, maintenance, repairs and replacements to the Common Elements, shall be made by the Association and be charged to all unit owners as a

Common Expense, except as otherwise provided herein and to the extent that same are necessitated by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to such unit owner.

All painting, decorating, maintenance, repairs and replacements to any unit as set out in Paragraph VIII, E. 1, shall be at the unit owner's expense, excepting as otherwise provided herein.

Patios, decks, storage and service areas, shall be maintained and repaired by the Association and shall be kept free and clear of snow, ice and any other accumulation by the unit owner who has exclusive use of such patios, porches, balconies and fenced-in areas at his own expense.

3. Damage which renders more than two - thirds (2/3) of the property untenantable will not be repaired, reconstructed or rebuilt unless unanimously agreed by the co-owners in which case, the provisions of the act shall control.

4. All such repairs, reconstruction or rebuilding will be substantially in accordance with the plans and specifications for each building prior to such damage.

B. The Manager shall obtain estimates of the cost to repair, reconstruct or rebuild the property damaged as soon as practicable after damage or destruction of any of the condominium property. The cost of such repair, reconstruction or rebuilding in excess of insurance proceeds, will be assessed, with respect to damaged common areas and facilities, pro rata among the residence owners in accordance with their percentage interests, and will be assessed against the individual residence owners of damaged residences with respect to damaged residences.

C. Proceeds of insurance and sums paid upon assessments by reason of damage to the property will be paid to the Insurance Trustee, which will be disbursed as a construction fund for repair, reconstruction and the rebuilding of the property damaged, and any surplus remaining after completion thereof shall be repaid to the residence owners as their interests appear, except, however, in the event the amount of damage is less than $500.00, the proceeds of insurance may be paid to the Association.

In the event of a conflict between the summary contained in this paragraph XIV and the provisions of Appendix Two, Appendix Two will govern.

XV. STRUCTURAL CHANGES, EXTERIOR CHANGES AND ADDITIONS. Whenever it is desired that structural changes or additions be made to the common area and facilities, the following provisions will control:

A. Required vote. If the vote to make any such change or addition is at least 66 2/3% or more of the total vote of the Association, the proposed change or addition shall be made, and the cost thereof shall be borne by the residence owners in their respective percentages of undivided interest in the common area and facilities.

B. Excessive additional cost. If the cost of such change or addition is greater than 1 1/2% of the total value of the property in condominium, any residence owner who votes against the change or addition but was required to bear a proportionate amount of the cost may require the Association to buy his residence at a fair price. The term "total value" means the value determined by an appraisal of the whole condominium including residences and common area, limited common area and facilities and without deduction on account of debts secured thereby, conducted by an appraiser designated by the Greenville Board of Realtors, which appraisal will be at the expense of dissenting residence owners. The term "fair price" shall be the fair market value of the residence owner's residence determined by an appraisal conducted by an appraiser designated by the Greenville Board of Realtors at the evenly shared expense of the Association and the dissenting residence owner. In the event that the Greenville Board of Realtors ceases to exist, or fails or refuses to designate an appraiser within a reasonable time in the manner herein contemplated, such appraisals shall be conducted by a real estate appraiser of recognized standing selected by the Association who is a member of or is licensed or sanctioned by the American Institute of Real Estate Appraisers or other similar professional society of real estate appraisers. The closing shall occur within thirty (30) days following the report of such appraiser. The purchase price shall be paid by assumption of

any existing mortgage indebtedness if the holder thereof consents, and the balance thereof, if any, in cash.

C. In the event a residence owner desires to make a structural change in his residence, he may do so only at his own expense and only after prior approval of at least 66 2/3% of members of the Board of Directors and the consent of all abutting residence owners, which consent of such residence owners shall not be unreasonably withheld.

XVI. TAXES AND SPECIAL ASSESSMENTS. It is anticipated that taxes and any special assessments upon the property in the condominium will be assessed by the taxing authorities upon each residence owner, and that such assessments will include the assessed value of the residence and of the undivided interest of the residence owner in the common areas, limited common areas and facilities.

A. Any such taxes and special assessments upon the condominium property not so assessed shall be included in the budget of the Association as recurring expenses and shall be paid by the Association as a common expense.

B. Each residence owner is responsible for paying the taxes assessed or levied with respect to such residence owner's residence and undivided interest in the common areas, limited common areas and facilities.

XVII. AMENDMENTS. Condominium documents may be amended as follows:

A. Declaration. Except for Future stage amendments, amendments to this Declaration shall be adopted as follows:

1. The Association may amend this Declaration for any purpose other than in any respect which will affect the rights of any first mortgage holder under any existing mortgage, and related documents which are authorized

by this Declaration and the Act, such amendment to be adopted in accordance with the following procedure (or by written amendment signed by all members of the Association, which written amendment shall be in recordable form and recorded in the RMC Office for Greenville County, South Carolina).

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

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the membership of the Association and after being proposed and approved by one of such bodies it must be approved by the other. Directors and members not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by not less than 75% of all the directors and by not less than 75% of the total vote of the Association with the approval of the eligible holders of first mortgages on units to which at least fifty-one (51%) per cent of the votes of units subject to a mortgage appertain, provided for first mortgages to be eligible holders, they must request notice as provided in XXI. Provided, however, that if the Association shall vote to amend the by-laws in any respect, such by-law amendment shall be set forth in an amendment to the Declaration, as required by the Act, and such amendment to the Declaration shall be valid when approved by a majority of the total vote of the Association.

(c) A copy of each amendment shall be certified by the Manager as having been duly adopted and shall be effective when recorded in the

RMC Office for Greenville County, South Carolina. The certificate of amendment may be in the form of Exhibit E or in other appropriate form.

(d) The Association may not amend this Declaration so as to change the ownership interests of the members, the boundaries of any unit, the undivided interest in the common elements appertaining to the unit or the liability for common expenses appertaining thereto, the fundamental purposes to which any unit or the common elements are restricted, or the weight of the votes of the members unless such amendment shall have been authorized in writing by all members of the Association, except Declarant may amend this Declaration for Future Stages as set forth in Exhibit "D".

XVIII. TERMINATION. The condominium shall be terminated, and the property removed from the provisions of the Act, in the following manner:

A. The termination of the condominium may be affected by unanimous agreement of the residence owners, with the approval of the eligible holders of first mortgages on units to which at least 75% percent of the votes of the units subject to a mortgage appertain, provided to an eligible holder, a first mortgagee must request notice as provided in Paragraph XXI, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the RMC Office for Greenville County, South Carolina.

B. In the event it is determined in the manner provided in this Declaration that the condominium property shall not be reconstructed after casualty, the condominium will be terminated and the condominium documents revoked, unless the Act shall have been amended to allow continuation of the condominium in such circumstances and corresponding amendments to this Declaration shall have been effected. The determination not to reconstruct after casualty resulting in termination of the condominium shall be evidenced by a certificate of any two of the officers of the Association certifying as to facts effecting the termination, which

certificate shall become effective upon being recorded in the BOOK 1134 PAGE 192 RMC Office for Greenville County, South Carolina.

C. After termination of the condominium the rights of the residence owners and their respective mortgagees and lienees shall be determined in the manner provided under existing South Carolina law.

XIX. COVENANTS RUNNING WITH THE LAND AND ENCROACHMENTS. All provisions of the condominium documents shall be construed to be covenants running with the land, and with every part thereof and interest therein, including, but not limited to, every residence and the appurtenances thereto; and every residence owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents. An easement for ingress to and egress from each unit over and across the common area is hereby granted to each residence owner, his heirs and assigns, such easement being a perpetual right appurtenant to unit ownership.

In the event any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements, or another unit, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance, repair and replacement of the same shall exist so long as the encroachment exists.

XX. CONDOMINIUM DEEDS. The form of deed by which the Developers will convey a residence shall be substantially in the form attached hereto as Exhibit "F".

XXI. RESIDENCE TRANSFERS. Any transfer of a residence shall include all appurtenances thereto whether or not specifically described, including, but not limited to, the residence owner's share in the common areas and facilities, Association membership, and interest in funds and assets held by the Association, or by the Insurance Trustee.

XXII. SEVERABILITY. The invalidity of any covenant, restriction or other provision of the condominium documents shall not affect the validity of the remaining portions thereof.

XXIII. ADDITIONAL PROVISIONS RELATING TO MORTGAGEES. The following provisions, in addition to provisions set forth elsewhere in the condominium documents, shall be applicable to the holders of first mortgages upon the individual residences contained in the condominium.

A. The holder of any such mortgage shall be entitled to written notification from the Association or the Manager at least 30 days prior to the effective date of (i) any change in the condominium documents or regulations adopted pursuant thereto, and (ii) any change of the Manager (not including change in employees of a corporation acting as Manager), provided that the Manager shall have been furnished written notice of the address to which such notification shall be sent.

B. The holder of any such mortgage shall be entitled to written notification from the Association or the manager of any default by the residence owner of the residence covered by such mortgage in the performance of the obligations of such residence owner under the condominium documents or the regulations adopted pursuant thereto which is not cured within 60 days, provided that the Manager shall have been furnished written notice of the address to which such notification shall be sent.

C. Unless all holders of first mortgages on individual residences have given their prior written approval, the Association, Board of Directors and Manager, as the case may be, shall not (i) fail to employ a professional manager for the condominium, (ii) change the pro rata interest or obligation of any residence for purposes of levying assessments and charges and determining shares of the common elements and limited common elements and proceeds of the project, (iii) partition or subdivide any residence or the common elements or limited common elements of the condominium, except as may occur by operation of law, nor (iv) by act of omission seek to abandon the condominium status of the condominium except as provided by statute

in the case of failure to repair, reconstruct or rebuild the residences and common elements and limited common elements of the condominium project following damage or destruction to all or part of the condominium property, (v) use hazard insurance proceeds for losses to any condominium property (whether to residences or to common elements of limited common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the residences and/or common elements of the project.

D. In the event any mortgage is owned by the Federal Home Loan Mortgage Corporation (FHLMC), the owners Association agrees to give FHLMC notice in writing of any loss to, or taking of, the common elements or limited common elements of the condominium project if such loss or taking exceeds $10,000.00.

E. The prior written approval of each institutional holder of a first mortgage lien on units in the Project will be required for at least the following:

(a) The abandonment or termination of the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) Any material amendment to the Declaration or the By-laws of the Owners Association, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Project;

(c) The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

F. Any lien which the Owners Association may have on any unit in the Project for the payment of common expense assessments attributable to

such unit will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such common expense assessments become due.

G. Any institutional holder of a first mortgage on a unit, the insurer of such first mortgage, and the unit owner in the Project will, upon request, be entitled to: (a) inspect the books and records of the Project during normal business hours; and (b) receive an annual audited financial statement of the Project within 90 days following the end of any fiscal year of the Project; and (c) written notice of all meetings of the Owners Association and first mortgagees and the insurer shall be permitted to designate a representative to attend all such meetings.

H. In the event of substantial damage to or destruction of any unit or any part of the common elements, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Project will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of any insurance proceeds.

I. If any unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Project will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of the proceeds of any award or settlement.

J. In the event any portion of the common elements encroaches upon any unit, or any unit encroaches upon the common elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, a valid

easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

K. The legal estate of each unit owner will be held in fee simple.

L. The right of a unit owner to sell, transfer, or otherwise convey the owner's unit will not be subject to any right of first refusal or any similar restriction in favor of the Owner's Association.

M. The failure of any unit owner to comply with the provisions of the Declaration, By-Laws and any Articles of Incorporation will give rise to a cause of action in the Owner's Association and any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both.

N. Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit, except for claims for a pro-rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Project units including the mortgaged unit.

O. The Board hereby agrees to give the Federal Home Loan Mortgage Corporation (FHLMC) care of the Servicer of any mortgage in said Regime owned by FHLMC at Servicer's address, notice in writing of any damage to a condominium unit in said Regime covered by a mortgage purchased in whole or in part by FHLMC in excess of One Thousand and No/100 ($1,000.00) Dollars.

XXIV. RIGHTS OF ACTION. The owners association and any aggrieved unit owner shall be granted a right of action against unit owners for failure to comply with the provisions of this Declaration, including By-laws, or with decisions of the owners association which

are made pursuant to authority granted the owners association in such documents. Unit owners shall have similar rights of action against the owners Association.

XXV. CONDEMNATION.

A. Partial Taking without Direct Effect on Units. If part of the Property shall be taken or condemned by any authority having the power of eminent domain, such that no Unit nor any part thereof is taken, and no part of a Limited Common Area to which a Unit has exclusive use is taken, then all compensation and damages for and on account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Board of Directors as Trustee for all Unit Owners and mortgagees according to the loss or damages to their respective interests in such Common Areas. The Association acting through its Board of Directors, shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Areas, without limitation on the right of the Unit Owners, or any Mortgagee of any one or more Units, to represent their own interests. Such proceeds shall, subject to the prior rights of such Mortgagees, be used in accordance with the provisions of the Master Deed. Nothing herein is to prevent Unit Owners whose Units are specifically affected by the taking or condemnation proceedings from joining in such proceeding and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to Common Areas. In the event that the condemnation award does not allocate consequential damages to specific Unit Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between affected Unit Owners, subject to the rights of Mortgagees of such Units, and the Board of Directors as Trustees as aforesaid as their interests may appear by arbitration in accordance with the rules then obtaining of the American Arbitration Association.

B. Partial or Total Taking Directly Affecting Units. If part or all of the Property shall be taken or condemned by any authority having the power of eminent domain, such that any Unit or a part thereof (including a Limited Common Area) is taken, the Association shall act on behalf of the Unit Owners with respect to Common Areas as in Paragraph A above,

without limitation on the right of any Mortgagees of any one or more Units to represent their own interests, and the proceeds shall be payable as outlined therein. The Unit Owners directly affected by such taking and their respective mortgagees shall represent and negotiate for themselves with respect to the damages affecting their respective Units (including the taking of a Limited Common Area). The awards so made shall, subject to the prior rights of Mortgagees, be used and distributed by the Trustee first to restore the units and common buildings or facilities on the remaining land of the Condominium in the same manner as provided for restoration under the Master Deed to the extent possible, attempting to rebuild buildings containing new Units of the same number, size and basic plan as the Units taken, with any excess award distributed in accordance with the provisions of the Master Deed. In the event that the Board of Directors determines that such a taking so removes land and buildings containing Units that they cannot effectively be restored or replaced substantially in compliance with the building plans, and unless seventy-five (75%) percent of the Unit Owners and holders of first mortgages encumbering seventy-five (75%) percent of the undivided interest in the Common Areas subject to mortgages vote to accept an alternative plan, then the Association shall submit the issue to arbitration in accordance with the rules then obtaining of the American Arbitration Association for remedies with respect to the continued existence or reform of the Condominium, with the division of the award as to the taken and remaining Units, and such other remedies as may be required, provided that no such award shall impair the validity or priority of or affect any rights or remedies of any Mortgagee of Declarant.

XXVI. MISCELLANEOUS. The miscellaneous provisions of the Master Deed are as follows:

A. Each unit owner is given the full and complete right of ingress to and egress from their unit, with such right being perpetual and appurtenant to the unit ownership.

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

C. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provision thereof.

XXVII. FUTURE STAGES. Exhibit "B" shows the location of the existing buildings and is an "as built" survey of said buildings. An "as built" survey constituting a plot plan and floor plans will be filed for each building in subsequent stages.

Declarant, its agents, designees and contractors reserve the right to go onto and work upon the common area in order to construct the staged condominium units, parking areas, roads, water and sewerage systems, telephone, television and electrical lines and other facilities to complete the condominium development.

Declarant reserves the right to assign all or any portion of the rights and privileges granted and reserved to Declarant. The consent of any residence owner and mortgage holder shall not be required. However, any person to whom said rights and privileges are assigned must agree to construct the buildings and other facilities in good workmanlike manner using the same or higher building standards, design, workmanship and materials as used in the original stage. Said rights and privileges may be further assigned provided the above standards are adhered to.

Declarant, its successors and assigns reserves the right to accept and grant easements and deeds to public authorities for utilities for water, sewer, electricity, gas, television and telephone.

XVIII. PARKING Only a passenger automobile in operating condition with a then current and effective license tag and inspection sticker may be parked upon or in parking areas and spaces, and the Manager may cause property stored or parked in violation hereof removed at the expense of the residence owner who parked or stored the same or whose lessee, family member, invitee, or lessee's family member or invitee, parked or stored the same or at the expense of the residence owner on whose behalf the same is parked or stored, or who caused or permitted such parking or storage. The cost of removal and further storage shall be assessed against the residence owner liable for such cost hereunder.

No boats, trailers, trucks, motorcycles, minibikes, recreational vehicles or non-automobiles may be parked in the common area without approval of the Association.

No mechanical or body work, maintenance or repair on any vehicle or boat shall be performed outside of a garage.

XXIX. APPOINTMENT OF POWER OF ATTORNEY. Every purchaser of a residence shall purchase such residence and every mortgagee and lienholder thereof shall take title, or hold his interest with respect thereto, with notice of Declarant's plan of development as herein set forth, and, irrespective of the number of residences constructed or purchased at the time any purchaser, mortgagee or lienholder acquires title or interest in a residence, Declarant shall have and does hereby specifically reserve the right to construct 83 units, and, with respect to such residence, convey to the purchaser thereof the title to said residence and its appurtenant percentage of undivided interest in the common areas and facilities in the various stages as shown in Exhibit "D".

Further, every purchaser, mortgagee of a residence, by his acceptance of a deed, mortgage or other conveyance therefor, and every lienholder who shall claim any interest therein hereby consents to Declarant's plan of development as herein set forth and each of them hereby covenants, represents, warrants and agrees for himself, his heirs, successors and assigns to execute and deliver to Declarant such documents, if any, as may be required in the opinion of Chicago Title Insurance Company or other title insurance company to effect the construction of phases. In furtherance thereof, each residence owner, mortgagee and lienholder, for himself, his heirs, successors and assigns, hereby nominate, constitute and appoint Declarant as his attorney-in-fact for the limited purpose of executing and delivering any such documents, if for any reason such residence owner, mortgagee or lienholder shall fail or refuse to execute and deliver the same, with such power of attorney being coupled with an interest and being irrevocable.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

Donald E. Franklin (SEAL)
DONALD E. FRANKLIN

Susan R. Franklin (SEAL)
SUSAN R. FRANKLIN

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

BOOK 1134 PAGE 201

PERSONALLY appeared before me Alexia D. Smith,

who first being duly sworn, deposes and says that (s)he saw the within named Donald E. Franklin and Susan R. Franklin sign, seal and as their act and deed deliver the within MASTER DEED with all attachments and that (s)he with Patrick H. Grayson, Jr.,

witnessed the execution thereof.

SWORN to before me this 25th
day of September, 1980.

Alexia D. Smith

Patrick H. Grayson, Jr. (L.S.)
Notary Public for South Carolina
My Commission Expires: 10-15-89

(CONTINUED ON NEXT PAGE)

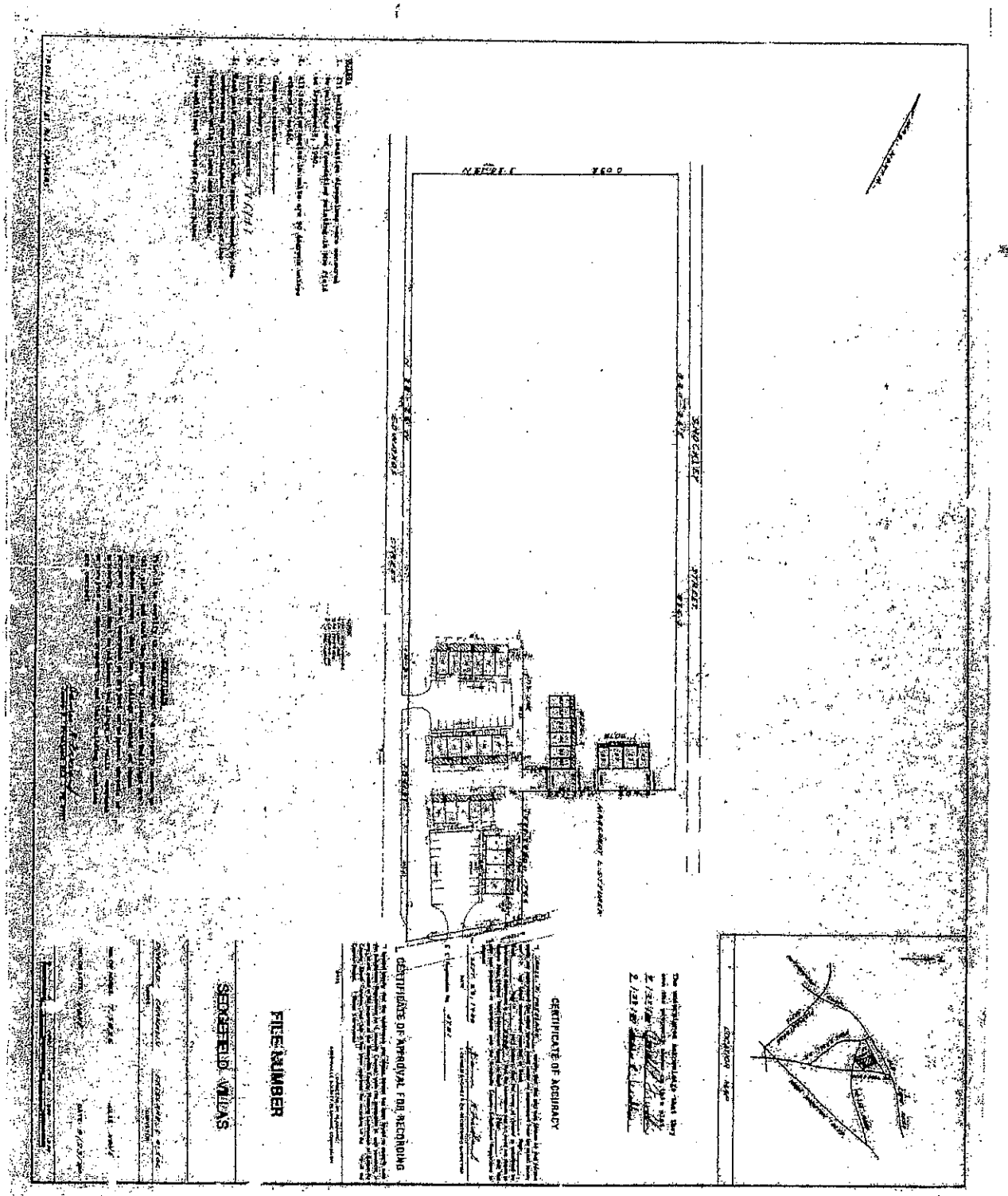
EXHIBIT "A"

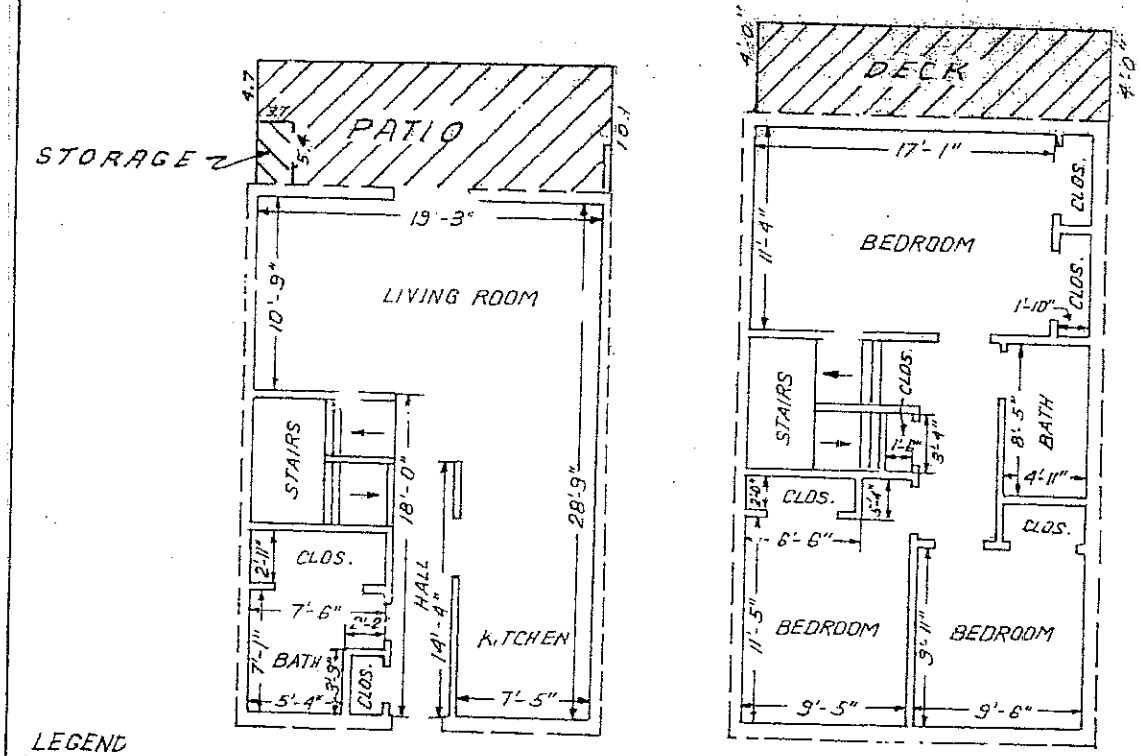
ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Sedgefield Villas Horizontal Property Regime according to a plat prepared by Freeland & Associates, dated September 23, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeastern intersection of Buttercup Way and Edwards Street, and running thence with the northeastern side of Edwards Street, N. 28-28 W. 1,041.03 feet to an iron pin; running thence N. 61-05 E. 360.0 feet to an iron pin on the southwestern side of Shockley Street; running thence with the southwestern side of Shockley Street, S. 28-28 E. 838.2 feet to an iron pin at the corner of property of Margaret L. Stuerer; running thence along the line of said property, S. 61-35 W. 204.8 feet to an iron pin; running thence S. 28-28 E. 174.6 feet to an iron pin on the northern side of Buttercup Way; running thence with the northern side of Buttercup Way, S. 42-08 E. 12.5 feet to an iron pin; running thence still with the northern side of Buttercup Way, S. 50-11 W. 146.0 feet to the point of beginning.

CONTINUED ON NEXT PAGE

EXHIBIT "B" (page 1)





LEGEND

UNIT BOUNDARY

COMMON ELEMENTS

LIMITED COMMON ELEMENTS

1st LEVEL

2nd LEVEL

FLOOR PLAN FOR THREE BEDROOM SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

I JAMES R. FREELAND HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE ADD CORRECT SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME UNIT 2

James R Freeland

AREA PER RESIDENCE (SQUARE FEET)

1ST LEVEL	553.44
2ND LEVEL	630.94
TOTAL	1184.38

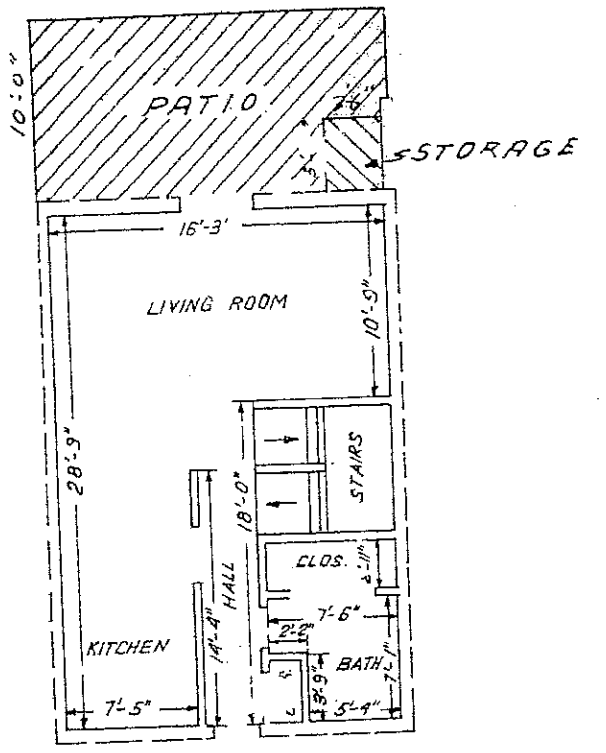
FREELAND & ASSOCIATES
Engineers Land Surveyors
GREENVILLE, S.C.

DATE FEB. 22. 80
SCALE 1/8" -1'
SHEET II
DWG. NO. 4755-C

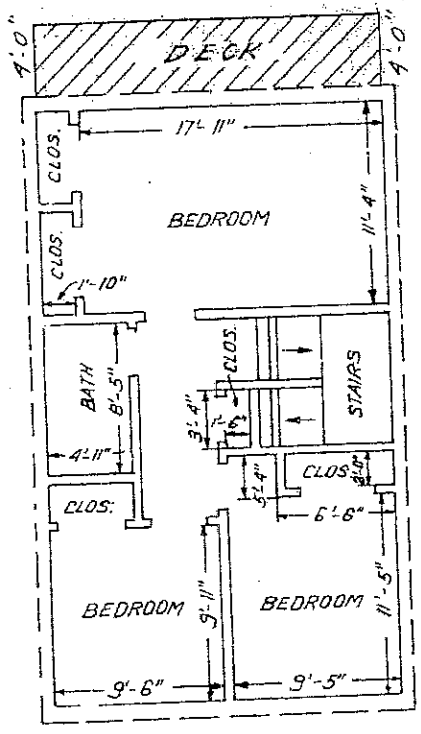
"EXHIBIT B (page 2)

BOOK 1134 PAGE 204

4328 RV.2



1st. LEVEL



2nd LEVEL

I JAMES R. FREELAND HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE AND CORRECT. SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

UNIT 8

James R Freeland

AREA PER RESIDENCE (SQUARE FEET)

1ST LEVEL	553.44
2ND LEVEL	630.94
TOTAL	1184.38

LEGEND

—— UNIT BOUNDARY

--- COMMON ELEMENTS

▨ LIMITED COMMON ELEMENTS

FLOOR PLAN FOR THREE BEDROOM SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

FREELAND & ASSOCIATES
Engineers • Land Surveyors
GREENVILLE, S.C.

DATE	FEB. 22, 80
SCALE	1/8" - 1'
SHEET	12
DWG. NO.	4755-B

"EXHIBIT B (page 3)

BOOK 1134 PAGE 205

4328 RV.2

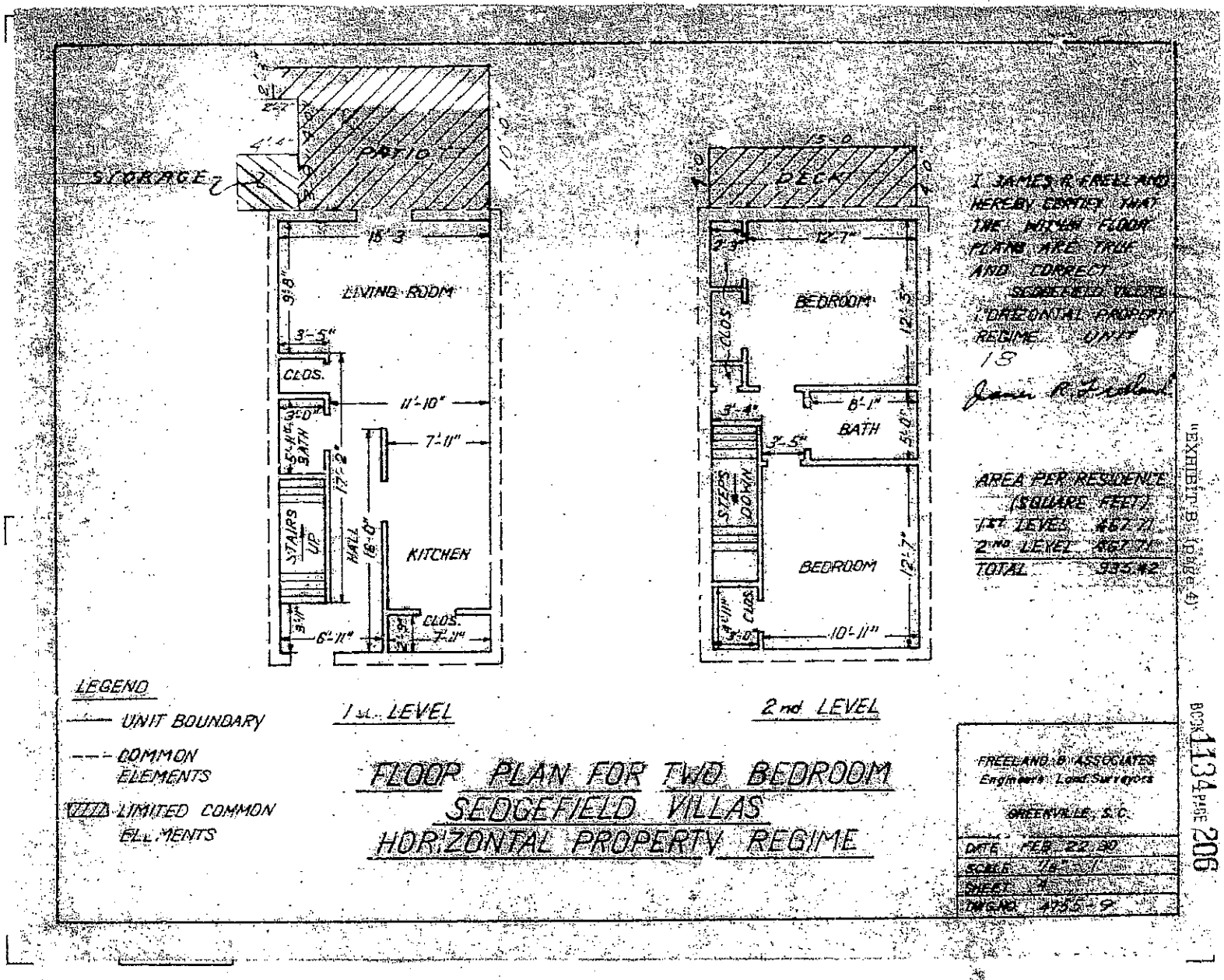
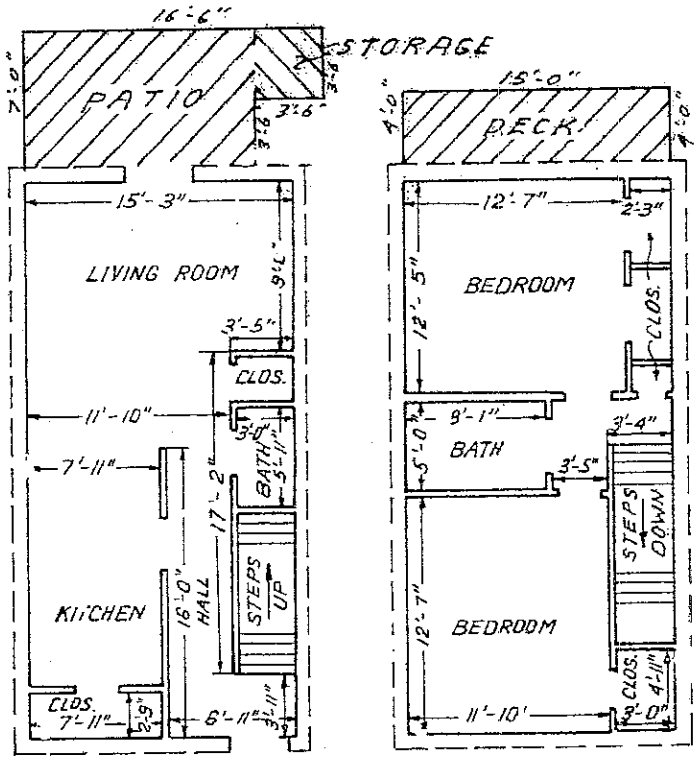


EXHIBIT B (PAGE 4)

BOOK 1134 PAGE 206



1 ST. LEVEL

2 nd LEVEL

LEGEND

—— UNIT BOUNDARY

---- COMMON ELEMENTS

"ZZZZ LIMITED COMMON ELEMENTS

I JAMES R. FREELAND HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE AND CORRECT. SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME. UNITS 12, 16, 20,

James R Freeland

AREA PER RESIDENCE (SQUARE FEET)

1 ST LEVEL	467.71
2 NO LEVEL	467.71
TOTAL	935.42

FLOOR PLAN FOR TWO BEDROOM SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

FREELAND & ASSOCIATES
Engineers Land Surveyors
GREENVILLE, S.C.

DATE	FEB. 22. 80
SCALE	1/8" - 1'
SHEET	3
D.WG NO	4755 - 10

"EXHIBIT B (page 5)

BOOK 1134 PAGE 287

4328 RV.2

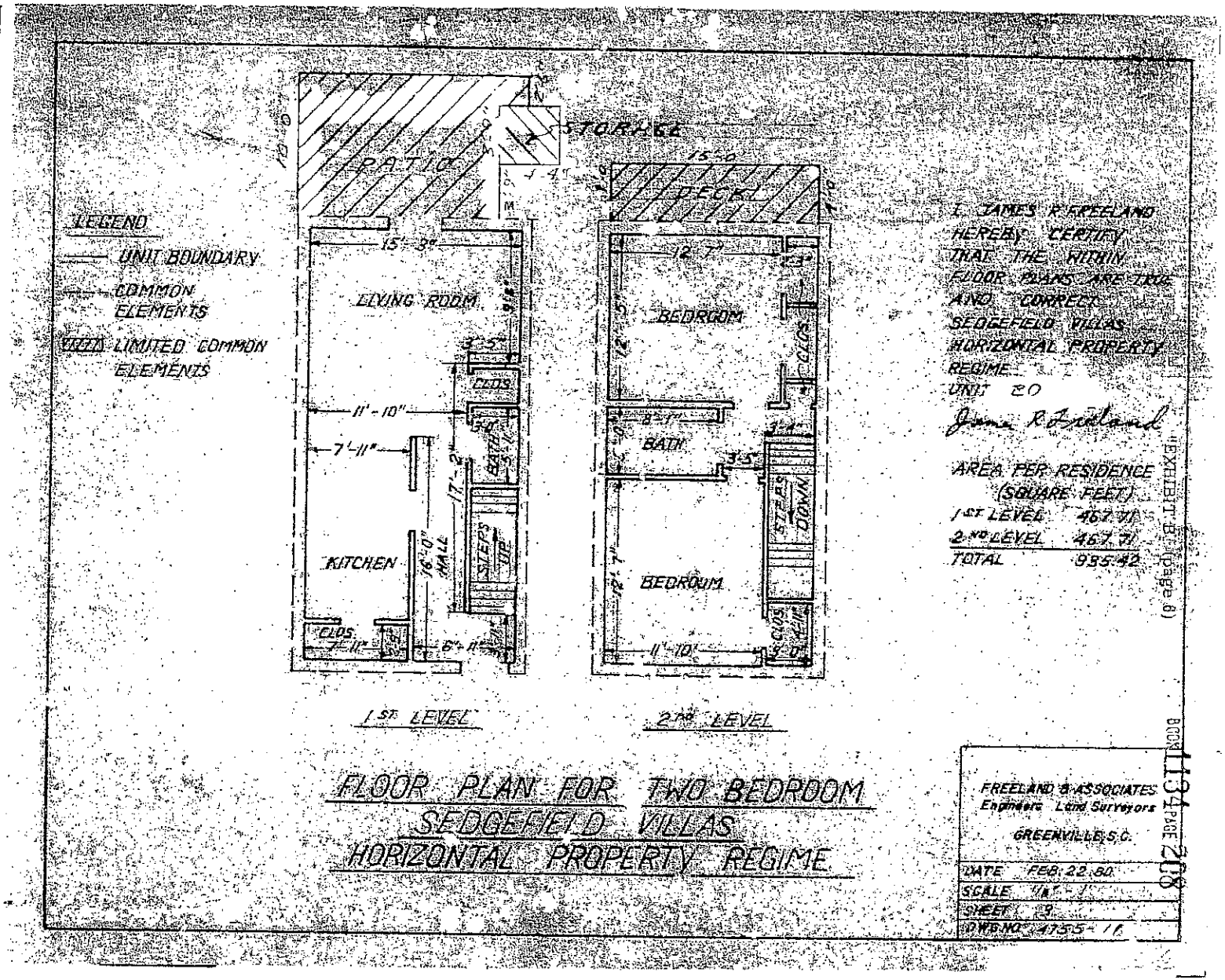
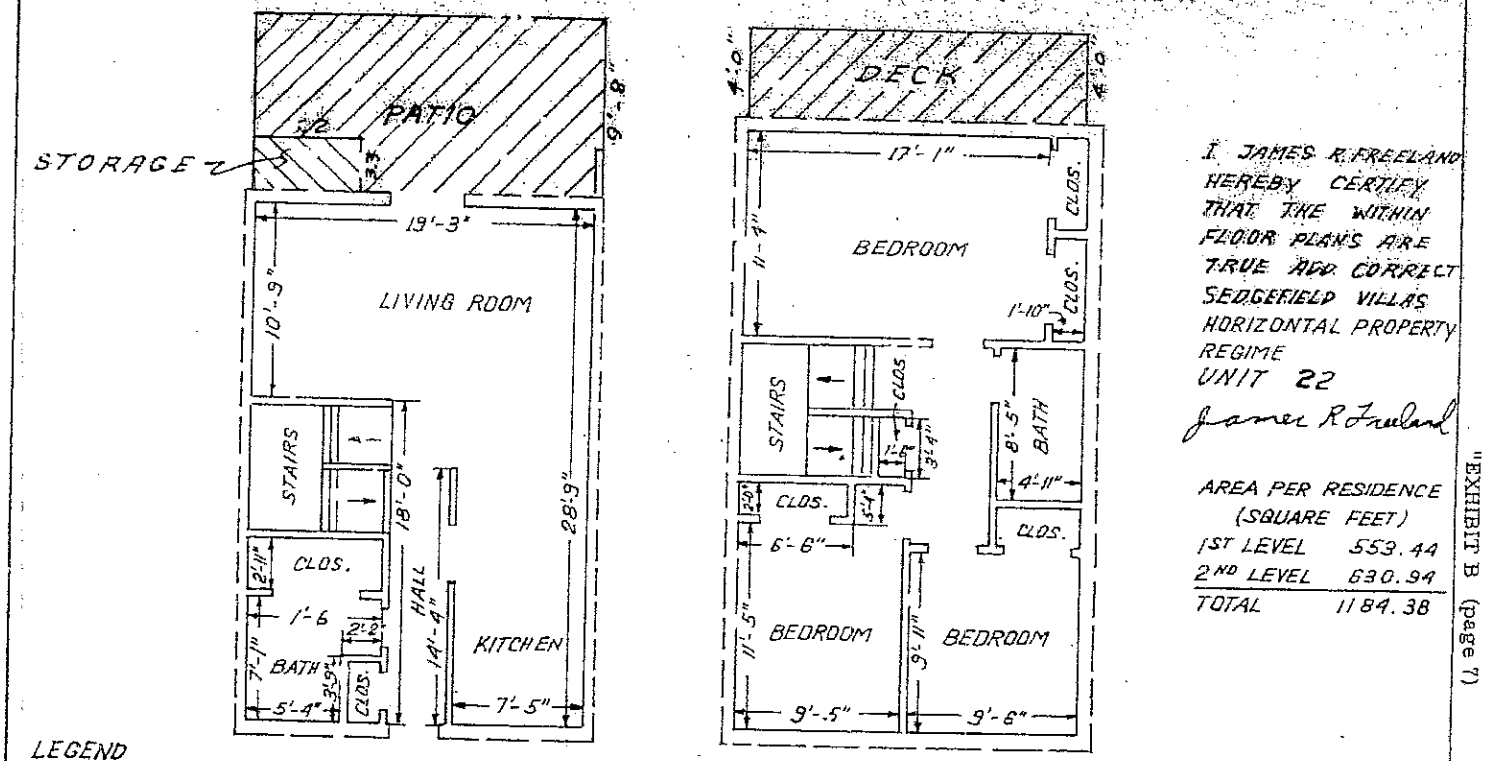


EXHIBIT B (Page 8)

BOOK 1134 PAGE 208



LEGEND

—— UNIT BOUNDARY

--- COMMON ELEMENTS

▨ LIMITED COMMON ELEMENTS

1ST LEVEL

2ND LEVEL

FLOOR PLAN FOR THREE BEDROOM SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

I JAMES R. FREELAND HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE AND CORRECT SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

UNIT 22

James R Freeland

AREA PER RESIDENCE (SQUARE FEET)

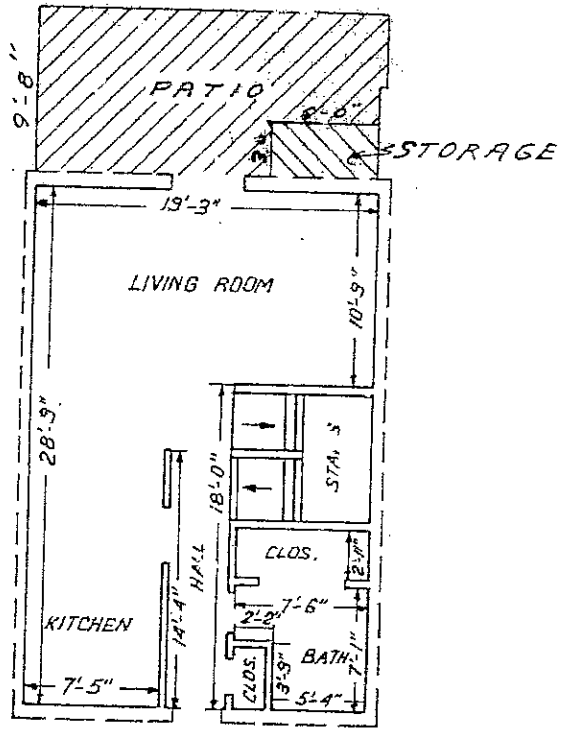
1ST LEVEL	553.44
2ND LEVEL	630.94
TOTAL	1184.38

FREELAND & ASSOCIATES
Engineers Land Surveyors
GREENVILLE, S.C.

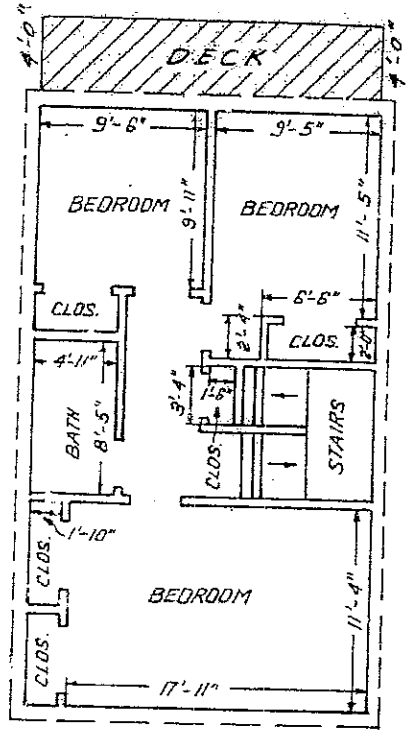
DATE	FEB. 22. 80
SCALE	1/8" - 1'
SHEET	11
DWG. NO.	4755-12

"EXHIBIT B (page 7)

BK 1134 PAGE 209



1st. LEVEL



2nd LEVEL

I JAMES R. FREELAND HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE AND CORRECT. SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME.
UNIT 24
James R Freeland

AREA PER RESIDENCE (SQUARE FEET)

1ST LEVEL	553.44
2ND LEVEL	630.94
TOTAL	1184.38

"EXHIBIT B (page 8)"

LEGEND

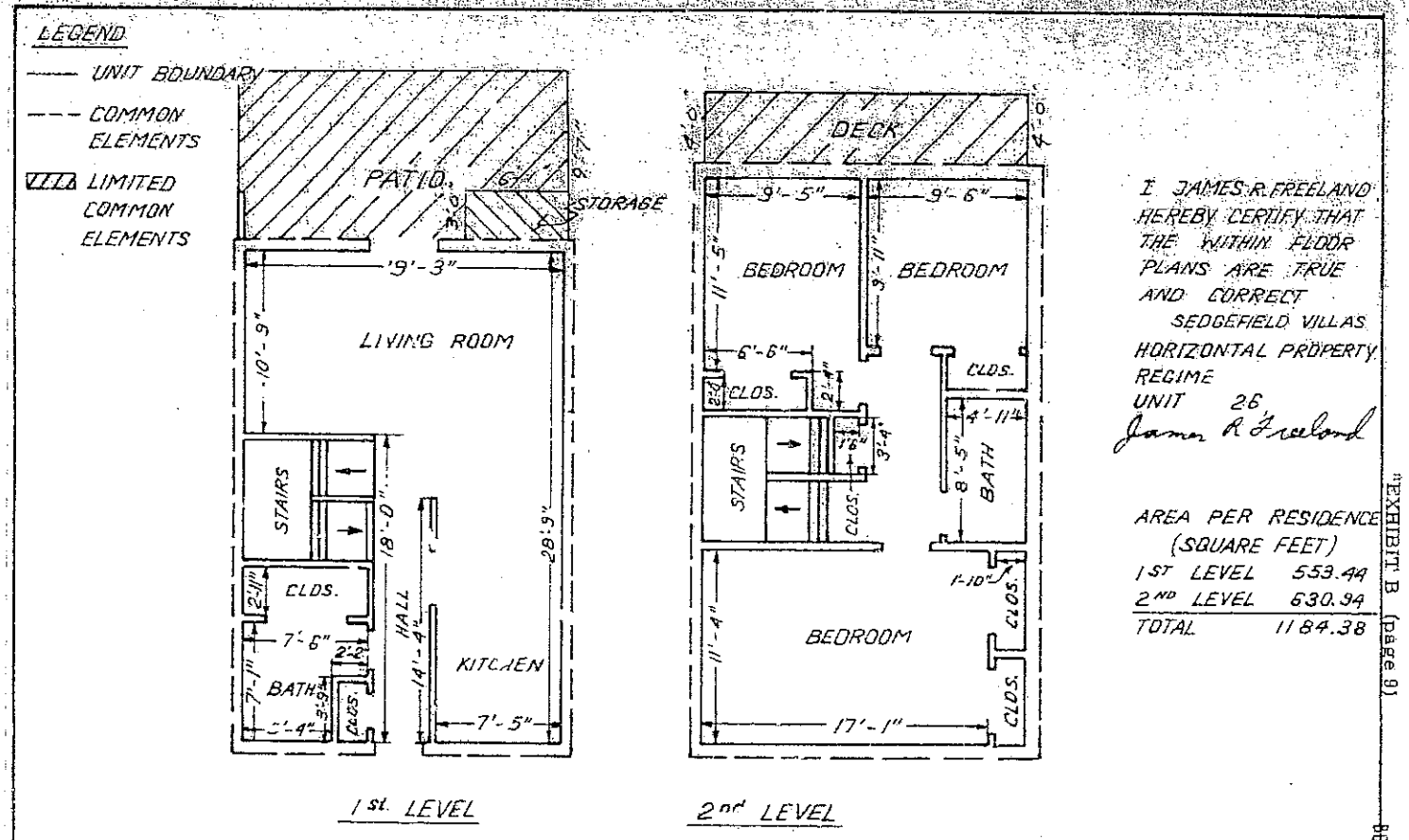
- UNIT BOUNDARY
- COMMON ELEMENTS
- LIMITED COMMON ELEMENTS

FLOOR PLAN FOR THREE BEDROOM SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

FREELAND & ASSOCIATES
Engineers Land Surveyors
GREENVILLE, S.C.

DATE	FEB. 22. 80
SCALE	1/8" - 1'
SHEET	5
DWG. NO.	4755-13

BOOK 1134 PAGE 210



I JAMES R. FREELAND HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE AND CORRECT SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME
UNIT 26
James R Freeland

AREA PER RESIDENCE (SQUARE FEET)

1ST LEVEL	553.44
2ND LEVEL	630.94
TOTAL	1184.38

FLOOR PLAN FOR THREE BEDROOM SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

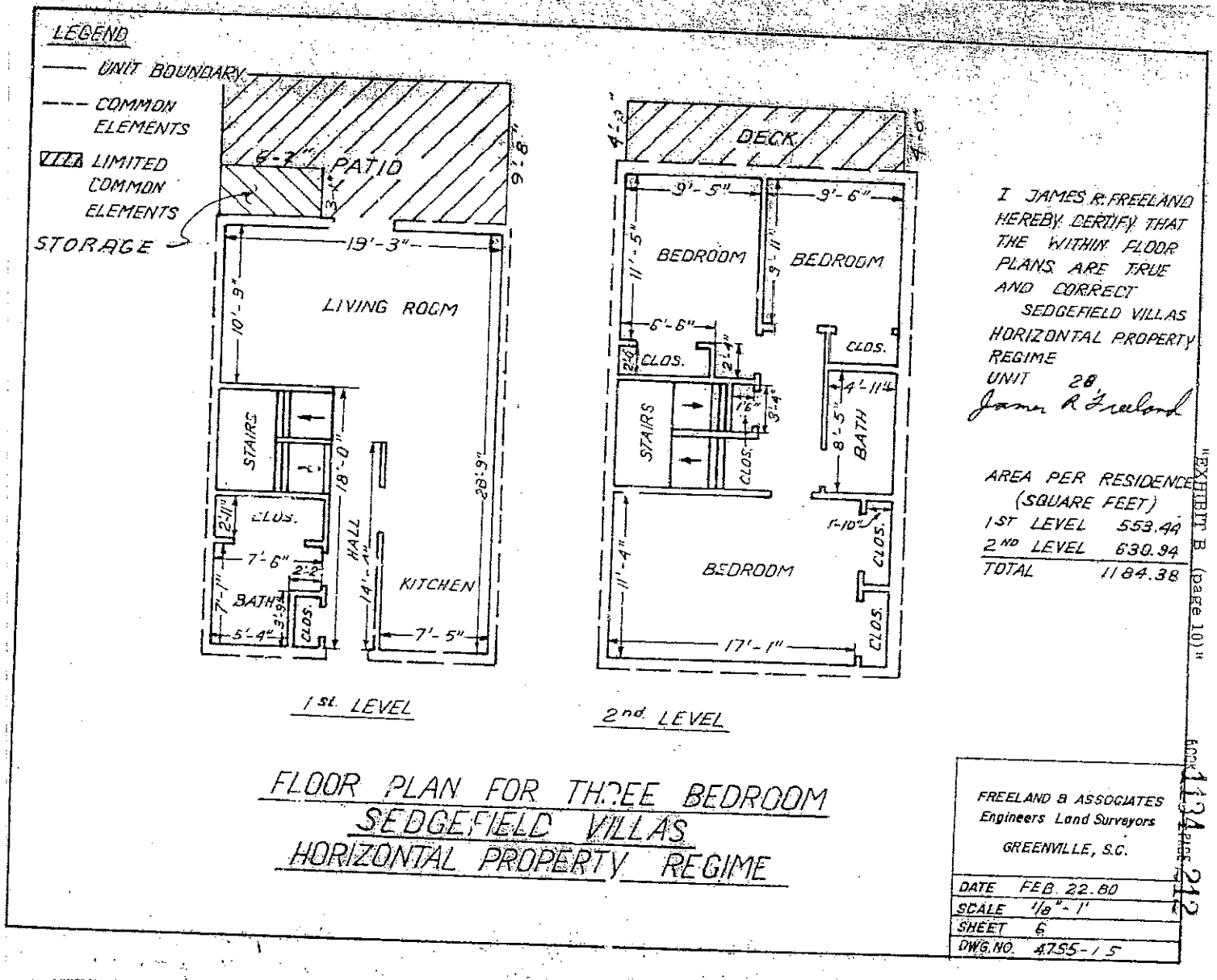
FREELAND & ASSOCIATES
Engineers Land Surveyors
GREENVILLE, S.C.

DATE	FEB. 22. 80
SCALE	1/8" - 1'
SHEET	6
DWG. NO.	4755 - 14

EXHIBIT B (page 6)

BOOK 1134 PAGE 244

4328 RV-2



I JAMES R. FREELAND HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE AND CORRECT SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME
UNIT 28
James R Freeland

AREA PER RESIDENCE
(SQUARE FEET)

1ST LEVEL	553.44
2ND LEVEL	630.94
TOTAL	1184.38

"EXHIBIT B (page 10)"

FLOOR PLAN FOR THREE BEDROOM SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

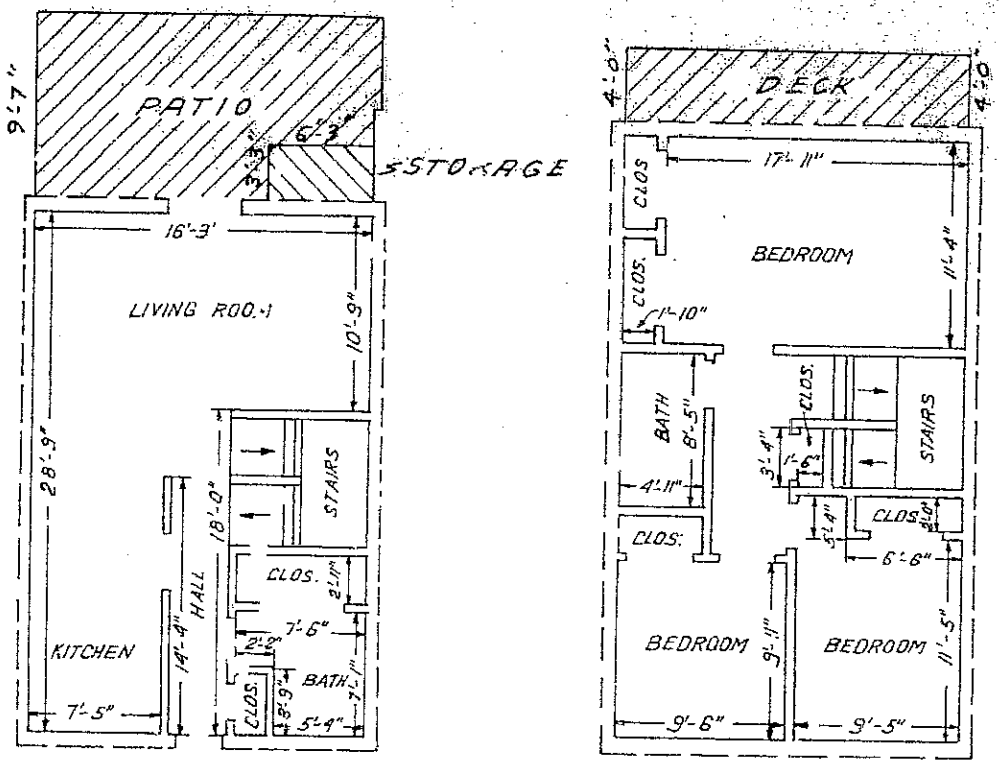
FREELAND & ASSOCIATES
Engineers Land Surveyors
GREENVILLE, S.C.

DATE	FEB. 22. 80
SCALE	1/8" - 1'
SHEET	6
DWG. NO.	4755-15

BOOK 1134 PAGE 212

4328 RV-2

9212



I JAMES R. FREELAND HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE AND CORRECT. SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME UNIT 30

James R Freeland

AREA PER RESIDENCE (SQUARE FEET)

1ST LEVEL	553.44
2ND LEVEL	630.94
TOTAL	1184.38

LEGEND

—— UNIT BOUNDARY

---- COMMON ELEMENTS

LIMITED COMMON ELEMENTS.

FLOOR PLAN FOR THREE BEDROOM SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

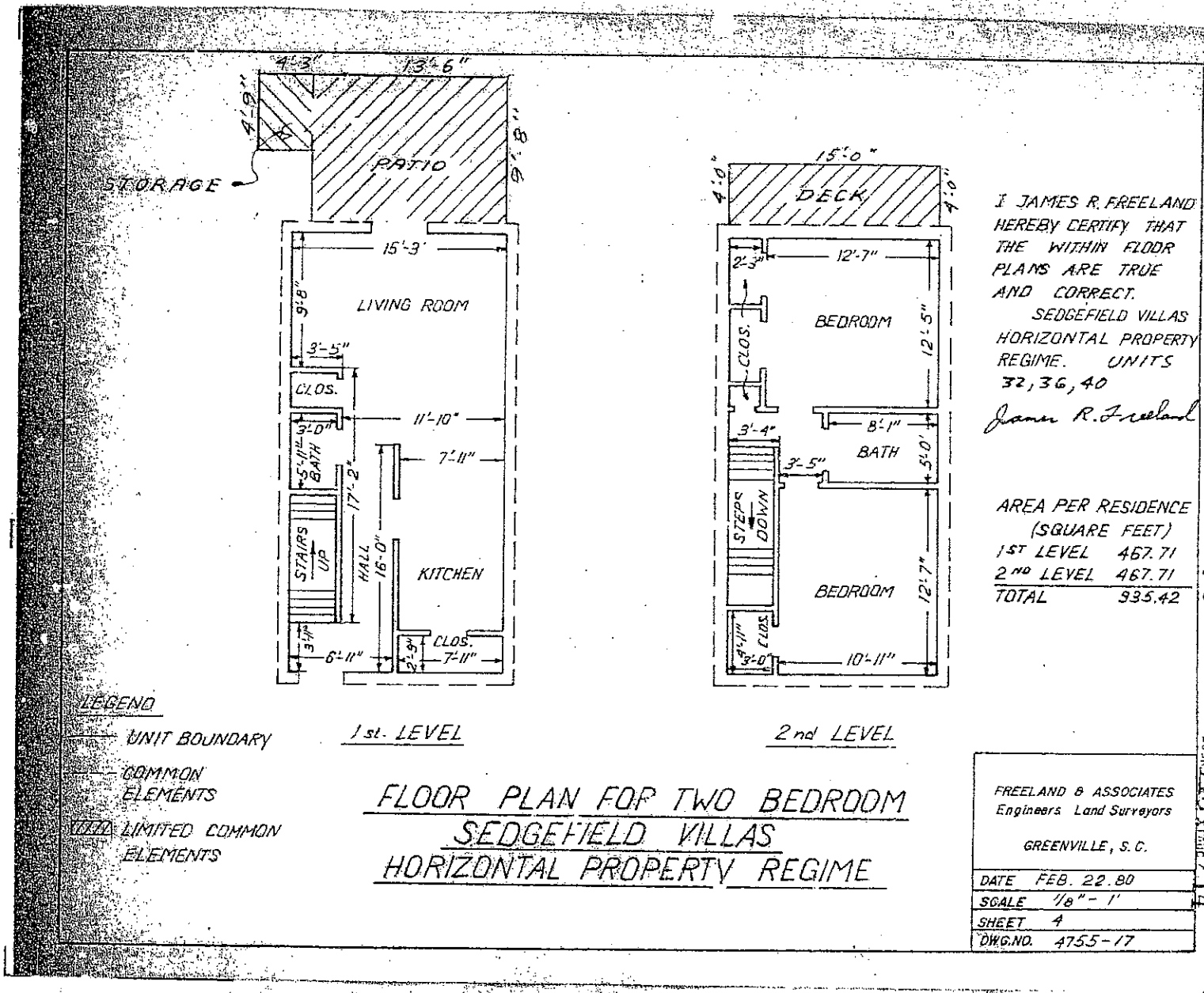
FREELAND & ASSOCIATES
Engineers • Land Surveyors
GREENVILLE, S.C.

DATE	FEB. 22. 80
SCALE	1/8"-1'
SHEET	12
DWG.NO.	4755-16

"EXHIBIT B (page 11)"

BOOK 1134 PAGE 213

4328 RV.2



LEGEND

UNIT BOUNDARY

COMMON ELEMENTS

LIMITED COMMON ELEMENTS

1st. LEVEL

2nd LEVEL

FLOOR PLAN FOR TWO BEDROOM SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

I JAMES R. FREELAND HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE AND CORRECT. SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME. UNITS 32, 36, 40

James R. Freeland

AREA PER RESIDENCE (SQUARE FEET)

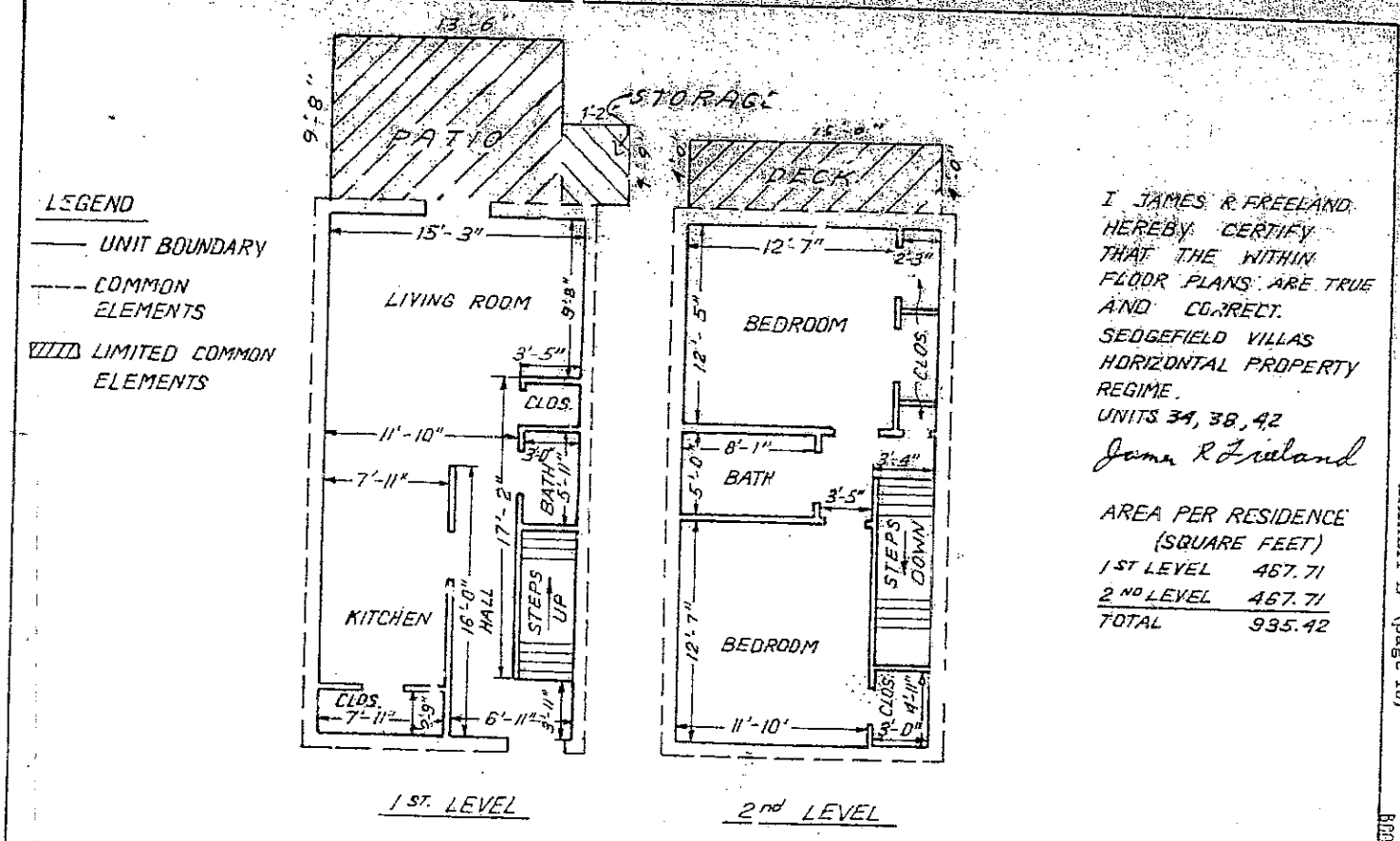
1ST LEVEL	467.71
2ND LEVEL	467.71
TOTAL	935.42

FREELAND & ASSOCIATES
Engineers Land Surveyors
GREENVILLE, S.C.

DATE	FEB. 22. 80
SCALE	1/8" - 1'
SHEET	4
DWG.NO.	4755-17

"EXHIBIT B (page 12)"

BOOK 1134 PAGE 214



1ST. LEVEL

2nd LEVEL

LEGEND

UNIT BOUNDARY

COMMON ELEMENTS

LIMITED COMMON ELEMENTS

I JAMES R. FREELAND HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE AND CORRECT. SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME. UNITS 34, 38, 42

James R Freeland

AREA PER RESIDENCE (SQUARE FEET)

1ST LEVEL	467.71
2ND LEVEL	467.71
TOTAL	935.42

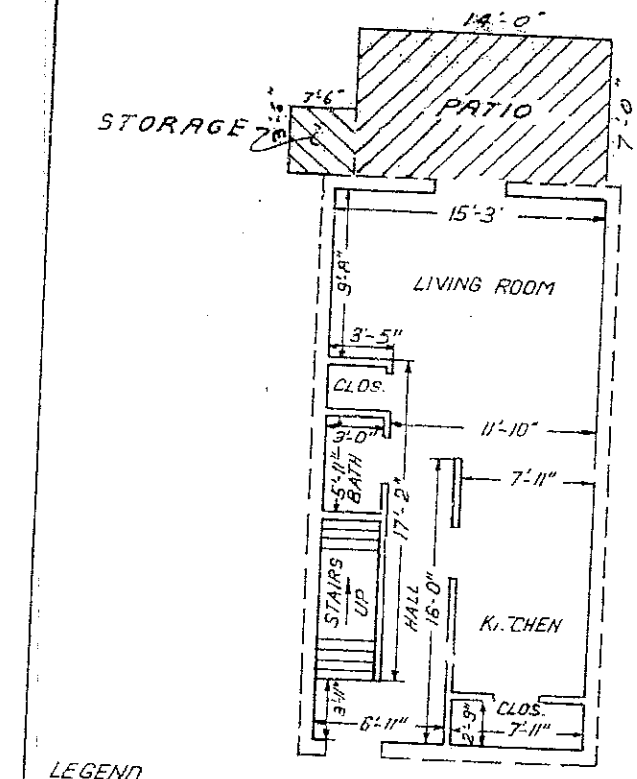
FLOOR PLAN FOR TWO BEDROOM SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

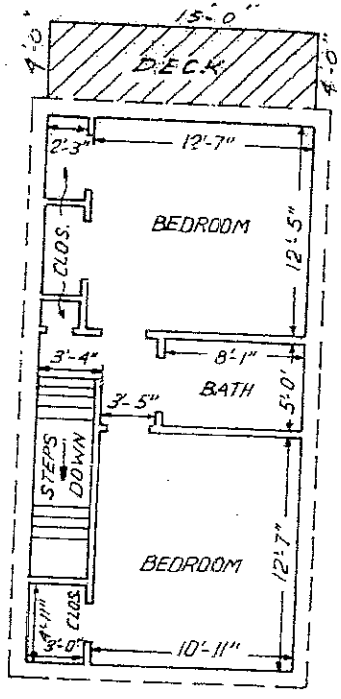
FREELAND & ASSOCIATES
Engineers Land Surveyors
GREENVILLE, S.C.

DATE	FEB. 22. 80
SCALE	1/8" - 1'
SHEET	3
DWG NO.	4755-18

"EXHIBIT B (page 13)"

BOOK 1134 PAGE 215





I JAMES R. FREELAND HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE AND CORRECT.

SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME. UNITS 10, 14, 18,

James R. Freeland

AREA PER RESIDENCE (SQUARE FEET)

1ST LEVEL	467.71
2nd LEVEL	467.71
TOTAL	935.42

LEGEND

—— UNIT BOUNDARY

- - - COMMON ELEMENTS

▨ LIMITED COMMON ELEMENTS

1st LEVEL

2nd LEVEL

FLOOR PLAN FOR TWO BEDROOM SEDGEFIELD VILLAS HORIZONTAL PROPERTY REGIME

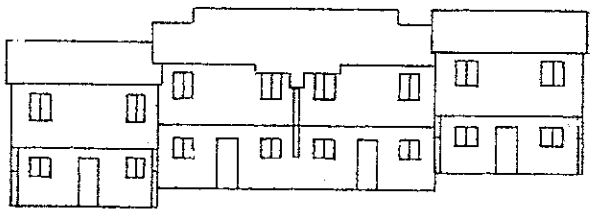
FREELAND & ASSOCIATES
Engineers Land Surveyors
GREENVILLE, S.C.

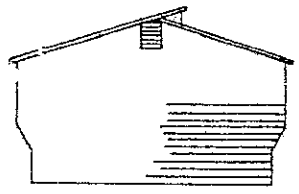
DATE	FEB. 22. 80
SCALE	1/8" - 1'
SHEET	4
DWG. NO.	4755-19

"EXHIBIT B (page 14)"

BOOK 1134 PAGE 216

4328 RV.2





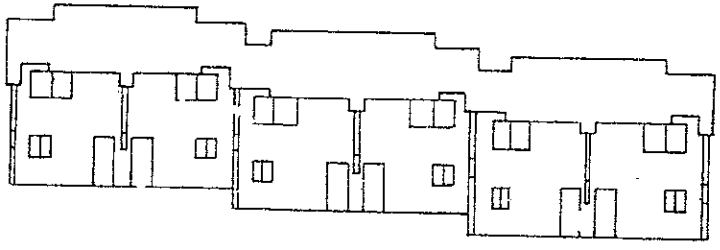
"EXHIBIT B (page 15)"

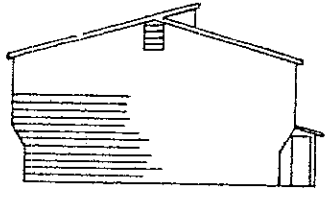
FRONT AND END ELEVATION OF BUILDING "3"
SEDGEFIELD VILLAS
GREENVILLE COUNTY, SOUTH CAROLINA

FREELAND & ASSOCIATES
Engineers Land Surveyors
GREENVILLE, S.C.

DATE	FEB. 25. 80
SCALE	1"- 20'
SHEET	7
DWG. NO.	4755- 2

BOOK 1134 PAGE 217





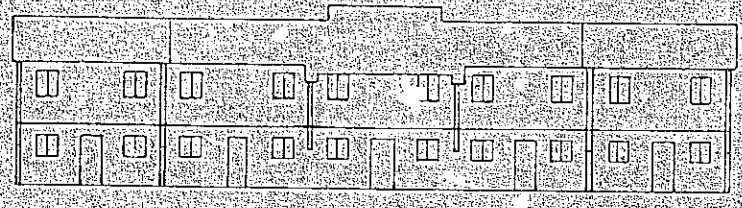
FRONT AND END ELEVATION OF BUILDING "4"
SEDGEFIELD VILLAS
GREENVILLE COUNTY, SOUTH CAROLINA

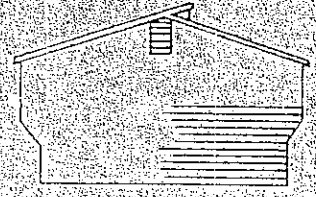
FREELAND & ASSOCIATES
Engineers Land Surveyors
GREENVILLE, SC

DATE	FEB. 25. 80
SCALE	1" - 20'
SHEET	8
DWG NO.	#755 - 3

"EXHIBIT B (page 16)"

BOOK 1134 PAGE 218





FRONT AND END ELEVATION OF BUILDING "5"
SEDGEFIELD VILLAS
GREENVILLE COUNTY, SOUTH CAROLINA

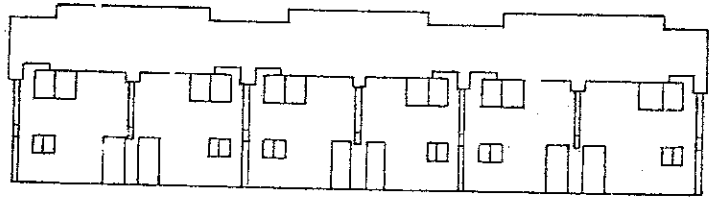
FREELAND & ASSOCIATES
Engineers Land Surveyors
GREENVILLE, S.C.

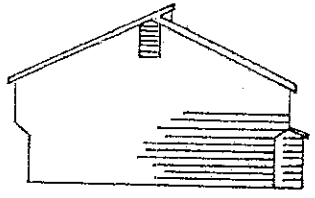
DATE	FEB. 25, 80
SCALE	1" = 20'
SHEET	9
DWG. NO.	4755-A

EXHIBIT B (page 17)

BOOK 1134 PAGE 210

4328 RV.2





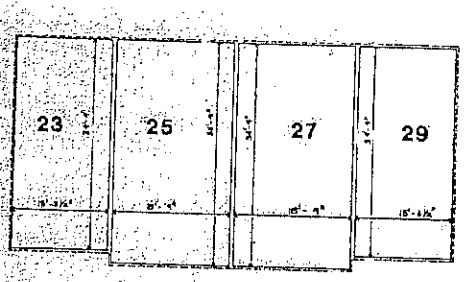
"EXHIBIT B (page 18)"

FRONT AND END ELEVATION OF BUILDING "6"
SEDGEFIELD VILLAS
GREENVILLE COUNTY, SOUTH CAROLINA

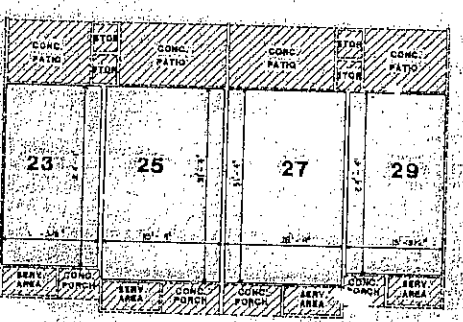
FREELAND & ASSOCIATES Engineers Land Surveyors GREENVILLE, S.C.
DATE FEB. 25.80
SCALE 1"-20'
SHEET 10
DWG NO 4755-5

BOOK 1134 PAGE 220

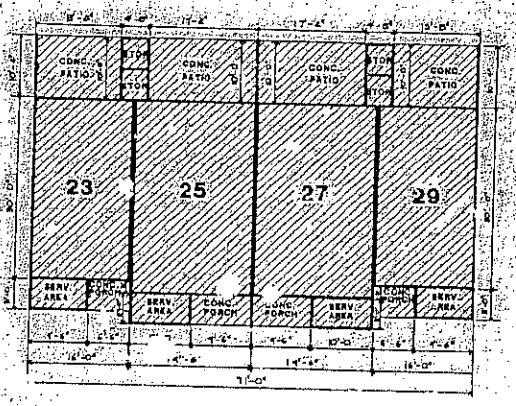
4328 RV.2



SECOND FLOOR PLAN



FIRST FLOOR PLAN



FOUNDATION PLAN

I, ORVILLE V. PLAYER III, HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

ORVILLE V. PLAYER III
S.C. REGISTRATION # 1695

BUILDING 1

LEGEND:

UNIT BOUNDARY
GENERAL COMMON ELEMENTS
LIMITED COMMON ELEMENTS
"PORCH" DENOTES COVERED AREA
"PATIO" DENOTES UNCOVERED AREA
"CONC." DENOTES CONCRETE SLAB-ON-GRADE CONSTRUCTION
"WOOD" DENOTES ABOVE-GRADE WOODEN CONSTRUCTION

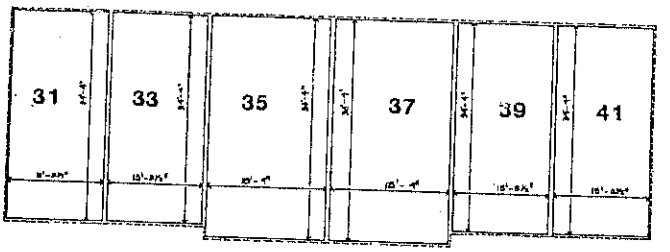
SEDGEFIELD VILLAS
HORIZONTAL PROPERTY REGIME

EXHIBIT SHEET

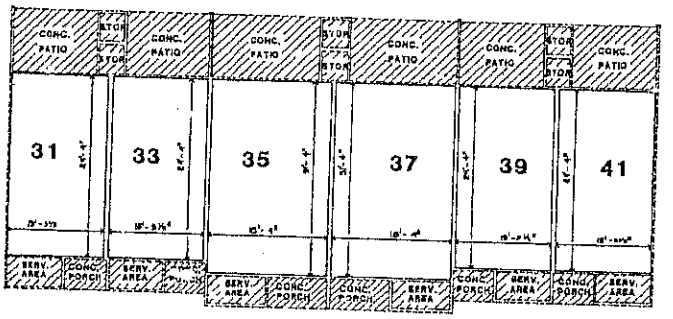
MILLER/PLAYER & ASSOCIATES
ARCHITECTS AND PLANNERS, LTD.

James B. Miller, A.I.A. / Orville V. Player, III / Robert C. Cashman

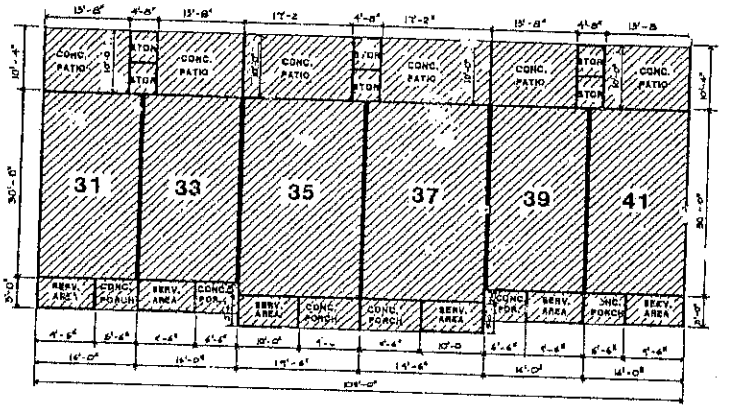
BOOK 1134 PAGE 222



SECOND FLOOR PLAN



FIRST FLOOR PLAN



I, ORVILLE V. PLAYER III, HEREBY CERTIFY THAT THE WITHIN FLOOR PLANS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

ORVILLE V. PLAYER, III
S.C. REGISTRATION # 1586

FOUNDATION PLAN

LEGEND:

- UNIT BOUNDARY
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS

"PORCH" DENOTES COVERED AREA
"PATIO" DENOTES UNCOVERED AREA
"CONC." DENOTES CONCRETE SLAB-ON-GRADE CONSTRUCTION
"WOOD" DENOTES ABOVE-GRADE WOODEN CONSTRUCTION

BUILDING 2

0 5 10 20 30 40 50

SEDGEFIELD VILLAS
HORIZONTAL PROPERTY REGIME

EXHIBIT ___ SHEET

MILLER/PLAYER & ASSOCIATES
ARCHITECTS AND PLANNERS, LTD.

James B. Miller, A.I.A. / Orville V. Player, III / Robert E. Cochran

EXHIBIT "C"

BOOK 1134 PAGE 223

BY-LAWS

OF

SEDGEFIELD VILLAS ASSOCIATION OF RESIDENCE OWNERS, INC.

These are the by-laws of the Sedgefield Villas Association of Residence Owners, Inc. a non-profit corporation under the laws of the State of South Carolina. The Association has been organized for the purpose of administering a condominium upon the lands described in the Declaration of Sedgefield Villas Horizontal Property Regime (the "Declaration") to which these by-laws are annexed.

I. GENERAL

A. Office of the Association. The office of the Association shall be at 109 Murray Drive, Mauldin, South Carolina or such other address as may be selected by the Board of Directors.

B. Fiscal Year. The fiscal year of the Association shall be the calender year, unless a different fiscal year is selected by the Board of Directors.

C. Purpose. The Association has been organized for the purpose of administering Sedgefield Villas Horizontal Property Regime, a condominium development under the Act of the General Assembly of the State of South Carolina, Title 27, Chapter 31 of the Code of Laws of South Carolina, 1976, as heretofore amended and as the same may hereafter be amended from time to time (the "Act").

D. Filing. These by-laws are annexed to the Declaration and made a part thereof, pursuant to the Act, which Declaration has been duly recorded in the RMC Office for Greenville County, South Carolina.

E. Application. These by-laws shall apply automatically to all residence owners, tenants of such owners, employees of owners and tenants, and any other persons who use the property, or any part thereof, which has been submitted to the provisions of the Act.

II. MEMBERS

A. Definition. "Member" as used in these by-laws shall mean and include a residence owner, co-owner, the Declarant (to the extent provided for by the Declaration), and each of their respective heirs, representatives and successors.

Any person becoming a residence owner shall automatically become a member of the Association and be subject to these by-laws, and this membership shall terminate without any formal action of the Association whenever such person ceases to be a residence owner, but such termination shall not relieve any such former residence owner from any liability or obligation incurred under or in any way connected with the condominium during the period of this ownership and membership, or impair any effective remedies which the Board of Directors or the Association or others may have against such former residence owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto.

B. Vote of Members. On all matters upon which the members are entitled to vote, each member shall be entitled to cast a vote equal to such member's percentage share of the common area, limited common area and facilities.

C. Initial Meeting. The initial meeting of members shall be held at the office of the Association within thirty (30) days following filing of the Declaration, for the purpose of electing directors and transaction of any other business authorized to be transacted.

D. Annual Meeting. Annual meetings of members after the initial meeting shall be held at the office of the Association at 8:00 o'clock P.M. on the first Friday in December of each year (beginning the year in which said meeting date is more than twelve months following the initial meeting) for the purpose of electing directors and of trar acting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day.

E. Special Meetings. Special meetings of members shall be held whenever called by the President or Vice-President or Manager of by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the total vote of the Association.

F. Notice of Meetings. Notice of all meetings of members stating the time and place and the objects for which the meeting is called shall be given by the President

M328 rev.2

or Vice-President or Secretary or Manager unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed or delivered not less than five (5) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing or delivery shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived in writing either before or after meetings, and attendance at any meeting by a member shall be deemed a waiver of the notice requirements with respect thereto unless such member delivers written objection of failure to comply with such notice requirements to the person presiding at the meeting.

G. Quorum. A quorum at meetings of members shall consist of persons entitled to cast a majority as defined in the Act of the total vote of the Association. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

H. Residences Owned Jointly, etc. The vote of the owners of a residence owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the residence or by the agent of such corporation or other entity, or by a general partner of a partnership, as the case may be, and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such members shall not be considered in determining the requirement for a quorum for any other purpose.

I. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

J. Approval Without Meeting. Approval or disapproval of a member upon any matter, whether or not the subject of an Association meeting, shall be by the same person authorized to cast the vote of such member if in an Association meeting.

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

L. Presiding Officer. The presiding officer at all meetings of members shall be President, in whose absence the Vice-President shall preside. If neither such officer is present, the members shall elect a chairman to preside at the particular meeting.

M. Order of Business. The order of business at annual meetings of members, and, as far as practical at all other meetings of members, shall be:

1. Calling of the roll and certifying of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers.
5. Reports of committees.
6. Election of inspectors of election.
7. Election of directors.
8. Unfinished business.
9. New business.
10. Adjournment.

N. Powers and Duties of Members. Powers and duties of members shall be those powers and duties specifically and exclusively required by the Act, the Declaration and these By-Laws to be exercised and be performed by the Association, which powers and duties shall be exercised and performed upon a majority of the total vote of the Association, except as otherwise provided in the Act, the Declaration or these By-Laws, such powers and duties to include but not be limited to the following:

1. Election of directors, as provided in these by-laws.
2. Removal of any director upon vote of 75% of the total vote of the association, and election of a replacement therefore upon vote of a majority of said total vote.
3. Determination whether to repair, reconstruct or rebuild after a casualty, as provided in the Declaration.
4. Determination whether to make structural changes or additions, as provided in the Declaration.
5. Promulgation of regulations, as provided in the Declaration.
6. Proposal and approval of amendments to the Declaration and condominium deeds, as provided in the Declaration.

7. Approval of amendments to the by-laws, as provided in these by-laws.

8. Approval of termination of the condominium and removal of the property from the provisions of the Act, as provided in the Declaration.

9. Approval of increase in assessments, as provided in the Declaration.

III. DIRECTORS

A. Number and Election. Except for the initial Board of Directors which may be less than five (5) members, the Board of Directors shall consist of five (5) members who shall be elected by the members of the Association. The full Board shall be elected at the meeting of members, after the project is turned over to the owners, with one such director being elected for five years, one for four years, one for three years, one for two years, and one for one year, or until the next annual meeting following the expiration of their various respective terms, whichever is the later. Upon expiration of the original terms, the vacancies thus created shall thereafter be filled for terms of three years.

B. Manner of Election; Removal. The directors shall be chosen by ballot at the initial meeting of members, and at appropriate annual meetings thereafter, or at any meeting held in place thereof. Each Director when elected shall serve, unless removed as hereinafter set forth, until the annual meeting of members at which his term expires and until his successor is elected. Any director or directors may be removed at any time, with or without cause, by vote of 75% of the total vote of the Association at any regular or special meeting thereof, and the removed director may be replaced by a majority of the total vote of the Association at any regular or special meeting thereof.

C. Organization Meeting. The Board of Directors, as constituted after the election of new directors at the initial or annual meeting of members, shall hold an organization meeting within ten (10) days after the meeting at such time and place as shall be fixed by the directors present at such meeting of members, and no further notice of the organization meeting shall be necessary provided a quorum shall be present.

D. Regular Meetings. Regular meetings of the Board of Directors shall be held at least once each month, at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given

to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless notice is waived.

E. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or Vice-President or Manager or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from any three of the directors.

F. Vote of Directors. Each director shall have one whole vote, regardless of his percentage of undivided interest in the common areas and facilities, and regardless of the number of residences owned by him.

G. General Provisions. Any meeting of the Board at which all directors are present shall be as valid as if held pursuant to proper notice and if a meeting is held without notice, but if the absent directors thereafter sign the minutes of the meeting, the same shall be a valid meeting as though called upon due notice.

H. Quorum of Board of Directors. A majority of the members of the Board of Directors shall be necessary to constitute a quorum for the transaction of business at any meeting but a smaller number may adjourn the meeting to a future time.

I. Vacancies in Board of Directors. Any vacancy in the office of any director, however occasioned, may be filled, pending the election of his successor by the members, by the directors.

J. Presiding Officer. Presiding officer of directors' meetings shall be the President, in whose absence the Vice-President shall preside.

K. Compensation. Compensation of directors, if any, shall be determined by the members of the Association.

L. Powers and Duties of Directors. Powers and duties of the Board of Directors shall consist of those powers and duties specified in the Act, the Declaration and these by-laws to be exercised and performed by the Board of Directors, which powers and duties shall be exercised and performed upon a majority of the total vote of the board, except as otherwise provided in the Act, the Declaration or these by-laws, such powers and duties to include but not be limited to the following:

1. Employment of the Manager, as provided in the Declaration.

2. Discharge of the Manager, as provided in the Declaration.

3. Election of officers.

4. Approval of plans for repair, reconstruction or rebuilding, as provided in the Declaration.

5. Proposal and approval of amendments to the Declaration and condominium deeds as provided in the Declaration.

6. Approval of amendments to the By-laws, as provided in paragraph VII of these By-laws.

7. Reception and consideration of the Manager's monthly reports on the state of the condominium.

8. Obtaining fidelity bonds as provided in these By-laws.

9. Consideration and approval or disapproval of exterior changes by members of their residences as provided in the Declaration.

10. Appointment of public accountant or firm thereof to audit the books and records of the Association.

IV. POWERS AND DUTIES OF OFFICERS

A. Manager. The Board of Directors, as soon as is reasonably possible after the first election of directors, shall employ a person or corporation professionally competent in property management to serve as Manager of the Association, such employment to be authorized by vote of a majority of the whole board. The Manager shall be paid such compensation as shall be determined by vote of a majority of the whole board (all or a portion of which compensation may be in the form of use of a residence owned or controlled by the Association), and shall hold office until discharged by vote of a majority of the whole board.

B. Elected Officers. The Board of Directors, by vote of a majority of the whole board, shall elect annually from the membership of the Association a President and a Vice-President, each of whom shall be a director, togetner with a Secretary and an Assistant Secretary, which officers or any of them may be removed at any meeting by vote of a majority of the whole board. No person may hold more than one such office at the same time. Such officers shall serve without compensation.

C. Powers and Duties of Manager. The Manager shall be the chief executive officer of the Association and shall exercise all the powers and perform all the duties of the Association as provided in the Act, the Declaration and these by-laws (including all powers necessary and proper for carrying out such powers and duties) excepting only those powers and duties specifically and exclusively assigned by the Act, the Declaration of these by-laws, to be exercised by the other officers, the Board of Directors, or the membership of the Association. The Manager's duties shall include but not be limited to the following:

1. To report on state of the condominium at the monthly meetings of the Board of Directors, and at special board meetings called for that purpose, in such detail as shall be required by the Board.

2. To manage the affairs of the Association in conformance with the Act and the condominium documents, including, without limitation, supervision of employees of the Association, purchase of supplies and equipment as authorized by the Board of Directors, and supervision of performance of contracts to which the Association is a party.

3. To have custody of all property of the Association, including funds, securities and evidences of indebtedness; to keep the assessment rolls and accounts of the members; and to keep the books of the Association with good accounting practices as approved by the public accountant of the Association appointed from time to time by the Board of Directors.

4. To attend all members' meetings and all Board of Director's meetings.

D. President. The President shall preside at meetings of the members and meetings of the Board of Directors, and shall appoint such committees of the Association or the Board of Directors as he in his discretion determines to be appropriate in the conduct of the affairs of the Association. He shall exercise such other powers and perform such other duties as shall be prescribed by the directors.

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

F. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Manager, and shall perform such other duties incident to the office of secretary as may be required by the directors of the President.

G. Assistant Secretary. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

V. FISCAL MANAGEMENT OF THE ASSOCIATION

The provisions for fiscal management of the Association set forth in the Declaration and elsewhere in these by-laws shall be supplemented by the following provisions:

A. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each member of the Association. Such an account shall designate the name and address of the member, the amount of each assessment against the member, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

B. Budget.

1. The Manager shall prepare a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

(a) Common expense budget:

(i) Maintenance and operation of common area, limited common (that Association is to maintain) and facilities.

(ii) Casualty insurance.

(iii) Liability insurance.

(iv) Administration.

(v) Water and sewer charges if any.

(vi) Charges for electricity and gas used in common areas.

(vii) Other.

(b) Proposed assessments against each member:

(i) Common expense budget.

(ii) Other.

4320 RV.2

2. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

C. Bank Accounts. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by the Manager.

D. Audit of Accounts. An audit of the accounts of the Association shall be made annually by a certified public accountant, or firm of accountants, and a copy of the report of such accountant with respect thereto shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

E. Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least an amount equal to one-sixth of the estimated total annual assessments against members for recurring expenses. The premiums on such bonds shall be paid by the Association.

VI. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the condominium documents or the Act.

VII. AMENDMENTS

Amendments to the by-laws shall be proposed and adopted in the following manner:

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

B. Adoption. A resolution adopting an amendment must receive approval of a majority of the votes of the entire membership of the Board of Directors and two-thirds of the total vote of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

4328 RV.2

VIII. MISCELLANEOUS

A. Priority of Declaration. In the event of a conflict between the Declaration and these by-laws, the Declaration shall govern.

B. Use of Pronouns, etc. For purpose of these by-laws, masculine or feminine pronouns shall be substituted for those in the neuter form, and vice versa, and the plural shall be substituted for the singular, in any place or places herein where the context may require such substitution.

C. Definitions. Words used in these by-laws, unless specifically defined in these by-laws, shall have the same meaning as set forth in the Declaration.

D. Headings. The headings or titles of sections or subdivisions of these by-laws are inserted as a matter of convenience only, and are not intended to define or limit the subject matter of such sections or subdivisions in any manner.

EXHIBIT "D"

CHART SHOWING PERCENTAGE INTEREST IN THE COMMON ELEMENTS
FOR ORIGINAL 31 UNITS AND
THE BASIC VALUES OF ALL UNITS IN EACH STAGE OF DEVELOPMENT AND THE METHOD
OF CALCULATING PERCENTAGE INTEREST OF EACH UNIT

UNIT NUMBER	BUILDING	TYPE	BASIC VALUE	PERCENTAGE INTEREST
23	1 new	2 bedroom	$42,500.00	.035153
25	1 new	3 bedroom	$49,500.00	.040942
27	1 new	3 bedroom	$49,500.00	.040942
29	1 new	2 bedroom	$42,500.00	.035153
31	2 new	2 bedroom	$42,500.00	.035153
33	2 new	2 bedroom	$42,500.00	.035153
35	2 new	3 bedroom	$49,500.00	.040942
37	2 new	3 bedroom	$49,500.00	.040942
39	2 new	2 bedroom	$42,500.00	.035153
41	2 new	2 bedroom	$42,500.00	.035153
2	3 original	3 bedroom	$40,000.00	.033085
4	3 original	3 bedroom	$40,000.00	.033085
6	3 original	3 bedroom	$40,000.00	.033085
8	3 original	3 bedroom	$40,000.00	.033085
10	4 original	2 bedroom	$33,000.00	.027295
12	4 original	2 bedroom	$33,000.00	.027295
14	4 original	2 bedroom	$33,000.00	.027295
16	4 original	2 bedroom	$33,000.00	.027295
18	4 original	2 bedroom	$33,000.00	.027295
20	4 original	2 bedroom	$33,000.00	.027295
22	5 original	3 bedroom	$40,000.00	.033085
24	5 original	3 bedroom	$40,000.00	.033085
26	5 original	3 bedroom	$40,000.00	.033085
28	5 original	3 bedroom	$40,000.00	.033085
30	5 original	3 bedroom	$40,000.00	.033085
32	6 original	2 bedroom	$33,000.00	.027295
34	6 original	2 bedroom	$33,000.00	.027295
36	8 original	2 bedroom	$33,000.00	.027295
38	6 original	2 bedroom	$33,000.00	.027295
40	8 original	2 bedroom	$33,000.00	.027295
42	8 original	2 bedroom	$33,000.00	.027295
			1,209,000.00	1.000000

The Basic Value of all two (2) bedroom units in Buildings 1 and 2 is $42,500.00. The Basic Value of all three (3) bedroom units in Buildings 1 and 2 is $49,500.00.

The Basic Value of all two (2) bedroom units in future stages will be $42,500.00. The Basic Value of all three (3) bedroom units in future stages will be $49,500.00.

The Basic Value of all two (2) bedroom units in Buildings 3, 4, 5 and 8 is $33,000.00. The Basic Value of all three (3) bedroom units in Buildings 3, 4, 5 and 8 is $40,000.00.

The "Basic Value" is used to establish the percentage of the co-owners in the common elements, and the expenses of, and rights in, the elements held in common, in compliance with the Horizontal Property Act of South Carolina.

432 RV.2

The Basic Value is fixed solely for the purpose of said Act and the actual value may differ from the Basic Value.

The Basic Value of all two (2) and three (3) bedrooms will not change.

The Declarant has reserved the right to build in stages. The Declarant proposes to construct no more than eighty-three (83) units on the entire property.

The initial stage of construction consists of twenty-one (21) older units and ten (10) new units. The percentage of interest of each unit is shown above.

The Declarant proposes to construct units in no more than five (5) stages.

Declarant will elect whether or not to proceed with each stage of development within seven (7) years from the date of this Declaration.

The percentage of ownership in the common elements for each unit in the stages of development shall be calculated by dividing the basic value of said unit, by the total of the basic values of all units, at each stage of development.

Example: A new (2) bedroom unit has a basic value of $42,500.00. The total of the basic values of all units of the (31) units is $1,209,000.00.

Percentage Interest for a new (2) bedroom is $\frac{\$42,500.00}{1,209,000.00} = .035153$

Percentage Interest for a new (3) bedroom is $\frac{\$49,500.00}{1,209,000.00} = .040942$

Declarant reserves the right to construct any mix of two (2) bedroom and three (3) bedroom units in each stage as Declarant deems appropriate, so long as the two (2) bedroom and three (3) bedroom units are substantially identical to the other new two (2) and three (3) bedroom units in the original stage, except the size of any future unit may be increased or decreased in size by no more than fifteen (15%) percent of the size of a similar original unit as to two (2) and three (3) bedroom units.

All units in future stages shall have a comparable architectural style, quality of construction, and quality of building materials, equal or better than those in the original new units.

Example of change in percentage interests:

If Declarant elects to construct six (3) bedroom units and four (2) bedroom units in Stage 2, the percentages of interests of the units will change as follows:

Basic values of original twelve (2) bedroom units	$ 396,000.00
Plus:	
Basic values of original nine (3) bedroom units	360,000.00
Plus:	
Basic values of six new (2) bedroom units	255,000.00
Plus:	
Basic values of four new (3) bedroom units	198,000.00
Plus:	
Basic values of Stage 2 four (4) bedroom units	170,000.00
Plus:	
Basic values of Stage 2 six (3) bedroom units	297,000.00
	$ 1,676,000.00

Percentage Interest for new Type (2) bedroom units would be:

$$\frac{\$42,500.00}{1,676,000.00} = .025357$$

Percentage Interest for new Type (3) bedroom units would be:

$$\frac{\$48,500.00}{1,676,000.00} = .029534$$

EXHIBIT "E"

BOOK 1134 PAGE 237

STATE OF SOUTH CAROLINA)
) _____AMENDMENT TO DECLARATION
COUNTY OF GREENVILLE) (MASTER DEED) ESTABLISHING SEDGEFIELD
) VILLAS HORIZONTAL PROPERTY REGIME

WHEREAS, by Declaration (Master Deed) dated _____, 1980, and recorded in the RMC Office for Greenville County in Deed Book _____, at Pages _____ through _____, inclusive, Donald E. Franklin and Susan R. Franklin created and established a plan for dwelling ownership for "Sedgefield Villas Horizontal Property Regime", and

WHEREAS, Article _____ of the Master Deed provides for Amendments to the Condominium documents and it is desired to amend the same for the following reasons: .....

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS .....
.....

TITLE TO REAL ESTATE--Offices of Earle, Bozeman & Grayson, Attorneys at Law, Greenville, S. C. BOOK 1134 PAGE 238

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FORM OF DEED EXHIBIT "F"

KNOW ALL MEN BY THESE PRESENTS, that Donald E. Franklin and Susan R. Franklin

in consideration of

Dollars,

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto

ALL that certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. _____ of Sedgefield Villas Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated _____, 1980, and recorded in the RMC Office for Greenville County, S. C., in Deed Book _____, at Pages _____ through _____, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book _____, at Page _____.

This conveyance is made subject to all restrictions and easements as set out in the Declaration (Master Deed), Exhibits and Appendices attached thereto, recorded plats or as may appear on the premises.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand(s) and seal(s) this day of 19

SIGNED, sealed and delivered in the presence of:

----------EXHIBIT "F"----------

Donald E. Franklin (SEAL)

Susan R. Franklin (SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's(s') act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this day of 19

(SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named grantor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantee(s) and the grantee's(s') heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

day of 19

Susan R. Franklin

(SEAL)
Notary Public for South Carolina.

RECORDED this day of 19 at M., No.

APPENDIX ONE

Insurance (other than title insurance) which shall be carried upon the common areas, limited common areas and facilities and the residences, shall be covered by the following provisions:

A. All insurance policies upon the common areas, limited common areas and facilities and the residences shall be purchased by the Association for the benefit of the residence owners, the mortgagees and the Association, as their interests may appear. Such policies shall provide that all proceeds covering losses shall be paid to a trustee, herein referred to as the Insurance Trustee, except, however, in the event the amount of damage is less than $500.00, the proceeds of insurance may be paid to the Association. Such insurance coverage shall be fire and extended coverage or covering such additional risks (including vandalism and malicious mischief) and with such deductible amounts as the Board of Directors shall determine, and shall be written on the property in the name of the Association for the benefit of the residence owners in the percentage interests established in this Declaration. Provision shall be made for the issuance of evidence of insurance to mortgagees of residence owners and for the issuance of certificates of insurance to the residence owners, such insurance to be for the full insurable value of the residences. The Association will review the amount of the policy from year to year to attempt to maintain the amount thereof at the full replacement value of the common facilities and of the residences (exclusive of contents of, additions to, and betterments of residences). The Association shall further cause the residences and the common facilities to be reappraised or revalued not less frequently than once each three years by an insurance agent, or by such other means as the Association shall deem appropriate, and shall cause the amount of such coverage to be adjusted in accordance with such reappraisal or revaluation. Such insurance shall not insure any of the contents, additions to or betterments of the residences. A residence owner may seek to obtain at his own expense and management a building additions, betterments, and alterations endorsement to the aforesaid insurance policy for the exclusive benefit of the particular residence owner, such residence owner to be liable for (and the Association in no way to be liable for) the premium for such endorsement. In addition, a liability insurance policy for the protection of the Association and the residence owners shall be obtained by the Association covering the common areas and facilities

covering such risks and with such deductible amounts as the Association shall determine, but not less than $300,000.00 for injuries to each person, $300,000.00 for each occurence and $300,000.00 for damage to property. In addition, the Association may obtain such insurance as is reasonably necessary to protect the Association and its members from liability to others by reason of contractual obligations. Each residence owner is and shall be authorized and permitted to purchase apart from the insurance above stated any additional insurance as such residence owner may desire, including a "tenants home owner policy" covering contents of his residence, personal injury and property damage liability, burglary and the like. The Association may carry workmen's compensation insurance. Premiums upon insurance policies purchased by the Association (but not the premiums for any insurance endorsements purchased by a residence owner) shall be paid by the Association and charged to the common expense account.

B. The Insurance Trustee shall be a banking institution (selected by the Board of Directors) with offices in the State of South Carolina and having trust powers. The Insurance Trustee shall receive such insurance proceeds as are paid on insurance policies owned by the Association and hold in trust and/or distribute the insurance proceeds in accordance with the terms hereof The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. Each person who hereafter becomes a residence owner thereby appoints the Board of Directors as agent for each residence owner to adjust all claims arising under insurance policies purchased by the Association, such appointment being coupled with an interest and irrevocable.

C. Proceeds on account of damage to common areas and facilities shall be held in undivided shares in ratio equal to the undivided percentage interests of the residence owners in the common areas and facilities.

D. Proceeds on account of damage to residences shall be held in the following undivided shares:

1. For the owners of residences which have been damaged or destroyed, in proportion to the cost of repairing the damage (exclusive of a residence owner's alterations and additions) suffered by each such residence owner in the circumstance where the

number of residences destroyed, if any, is fewer than all of the residences and the damaged or destroyed residences are to be restored.

2. For owners of all residences in the condominium, each owner's share being in proportion to his percentage interest in the common areas and facilities, in the circumstance of total destruction of all residences or in the circumstance when residences are not to be restored.

3. In the event a mortgagee endorsement has been issued as to a residence, the share of a residence owner shall be held in trust for the mortgagee and the residence owner as their interests appear.

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

1. Appropriate expenses of the Insurance Trustee shall be first paid or provision made therefor.

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

3. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired, reconstructed or rebuilt, the remaining proceeds shall be distributed in accordance with subparagraph E of Appendix Two.

Repair, reconstruction or rebuilding of all or a portion of the property in the condominium following damage or destruction thereof by casualty, shall be governed by the following provisions:

A. Determination by Association. If all or part of the property in the condominium is damaged or destroyed by casualty, the Association shall determine whether or not to repair, reconstruct or rebuild. Such determination shall be made as follows:

1. Common areas, limited common areas and facilities. If the damage is confined to the common areas, limited common areas and facilities, the damaged areas shall be repaired, reconstructed or rebuilt unless otherwise unanimously agreed upon by the co-owners.

2. (a) All painting, decorating, maintenance, repairs and replacements to the Common Elements, shall be made by the Association and be charged to all unit owners as a Common Expense, except as otherwise provided herein and to the extent that same are necessitated by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to such unit owner.

(b) Each residence owner shall maintain, repair and replace, at his expense, all portions of the residence, except for items which are the responsibility of the Association as a common expense. All residence owners shall have the responsibility for the maintenance, repair and replacement, where applicable, for the following:

> heating and air conditioning units, condensors, refrigerators, stoves, dishwashers, disposals, toilets, sinks, bathtubs, showers, all pipes, and valves within the residence, carpet, floor covering, interior paint, wallpaper, paneling, light fixtures, windows, including locks, handles, movable parts and frames, doors, including locks, knobs, handles and movable parts and frames, cabinets, and any other appliances and fixtures within the unit. All pipes, valves, wires, and ducts surrounding a unit are the responsibility of the unit owner if said pipes, valves, wires and ducts service that unit. If they service more than one unit, the responsibility for their maintenance, repair and replacement shall be borne by the Association. Damage caused by wires or by leaks in pipes or valves servicing only the damaged unit shall be the responsibility of the unit owner. A unit owner shall be responsible for light receptacles and hose bibs servicing only his unit. A unit owner shall be responsible for glass breakage to and cleaning of the windoes in his unit and for the repairs and replacement of his TV antennae. A unit owner shall be responsible for painting, staining and caulking around any window or door in the event that they are repaired or replaced other than in periodic repair or replacement on more than one unit.

(c) Patios, decks, storage and service areas, shall be maintained and repaired by the Association, and shall be kept free and clear of snow, ice and any other accumulation by the unit owner who has exclusive use of such patios, decks, storage and service areas, at his own expense.

(d) Subject always to the requirement that applicable building requirements must be met, any such repair, reconstruction or rebuilding must be substantially in accordance with the plans and specifications for each original building, or as such building was last constructed.

3. Damage which renders more than two-thirds (2/3) of the property untentable will not be repaired, reconstructed or rebuilt unless unanimously agreed by the co-owners, in which case the provisions of the act shall control.

4. Certificate. The Insurance Trustee may rely upon a certificate of the Manager to determine whether or not the property damaged or destroyed is to be repaired, reconstructed or rebuilt.

B. Estimates of Costs. As soon as practicable following damage to or destruction of any of the property in the condominium, the Manager shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty.

C. Assessments. If the proceeds of insurance covering the common areas, limited common areas and facilities of any residence are not sufficient to defray estimated costs of repair, reconstruction or rebuilding of the particular property insured, the Manager shall assess the owner, or owners as the case may be, of the particular property to cover such excess of costs, which assessment shall be collected and enforced in the manner provided for other assessments. If at any time during repair, reconstruction or rebuilding, or upon completion thereof, the funds for payment of the costs thereof are insufficient, assessments shall be made, as other assessments are authorized to be made, in sufficient amounts to provide funds to cover such excess of costs. Such assessments shall be made as follows:

1. Common areas, limited common areas and facilities. The Manager shall assess such excess of costs applicable to common areas, limited common areas and facilities against the residence owners in percentages equal to their respective percentages of ownership in the common areas, limited common areas and facilities.

2. Residences. The Manager shall assess such excess of costs applicable to any residence against the residence owners thereof.

D. Construction funds. The proceeds of insurance held by the Insurance Trustee and funds collected by the Manager or Association from insurance proceeds and from assessments against residence owners shall constitute a construction fund for payment of costs of repair, reconstruction and rebuilding after a casualty.

1. The sums paid upon assessments to defray estimated costs of repair, reconstruction and rebuilding shall be deposited by the Manager with the Insurance Trustee.

2. The proceeds of Insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Manager from collections of assessments against residence owners on account of such casualty, shall constitute a construction fund which shall be held by the Insurance Trustee in separate accounts for repair, reconstruction and rebuilding of the damaged property, one such account for each damaged residence and one for any common areas, limited common areas and facilities sustaining damage, except, however, in the event the amount of damage is less than $500.00, the insurance proceeds may be held by the Manager or Association and disbursed as a construction fund.

(a) Disbursement. The construction fund shall be disbursed in payment of costs of repair, reconstruction and rebuilding upon the order of the Manager; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in any component account of the construction fund, disbursements from such account shall be made upon order of the Manager and upon approval of an architect qualified to practice in South Carolina and employed by the Manager to supervise the work.

(b) Surplus. It shall be presumed that the first monies disbursed from the construction fund in payment of costs of repair, reconstruction and rebuilding shall be from insurance funds; and if there is a balance in the construction fund after payment of all costs for which the fund is established, such balance shall be repaid to the residence owners as their interests may appear.

(c) Certificate. Notwithstanding any provisions to the contrary contained herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund nor to determine the payee nor the amounts to

be paid. Instead, the Insurance Trustee may rely upon a certificate of the Manager stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided however that when a mortgagee is herein required to be named as payee, the Manager and Insurance Trustee shall also name the mortgagee as payee of any disbursement from the construction fund. Where a mortgagee is a beneficiary of an insurance policy the proceeds of which are included in the construction fund and the mortgagee so requires, the approval of an architect named by the Manager shall be first obtained by the Association as to any disbursements from the construction fund.

E. Failure to repair, reconstruct or rebuild, if the Association does not determine, within 90 days of the date of any casualty damaging or destroying all or any part of the property in condominium, to repair, reconstruct or rebuild, then in that event:

1. Property in condominium shall be deemed to be owned in common by the residence owners;

2. An undivided interest in the property owned in common which shall appertain to each residence owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities.

3. Any liens affecting any of the residences shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the residence owner in the property; and

4. The property shall be subject to an action for partition at the suit of any residence owner, in which event the net proceeds of sale shall be paid to the Insurance Trustee. Such net proceeds of sale together with the net proceeds of the insurance on the property shall be considered as one fund and shall be divided among all the residence owners in shares equal to the fractional shares of undivided interest owned by each owner in the property (taking into account a residence owner's increased share by reason of a "betterments" increase or endorsement). To the extent sufficient for the purpose, residence owner's share shall first be paid to satisfy any lien on the undivided interest in the property owned by such residence owner.

RECORDED SEP 25 1980 at 4:10 P.M.

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