

DECLARATION  
 OF  
 LEWIS VILLAGE HORIZONTAL PROPERTY REGIME  
 A Condominium Community  
 In Greenville County, South Carolina

TABLE OF CONTENTS

I. PURPOSE .....	1
II. PROPERTY, GENERALLY (Also see Exhibit "A") .....	1
III. DEFINITIONS .....	1-6
IV. PLOT PLAN, FLOOR PLANS AND AMENDMENT THERETO .....	6
V. RESTRICTIONS (A through F) .....	7-8
A. Single Family Residences .....	7
B. No Business .....	7
C. Conduct .....	7
D. Rental .....	7
E. Regulations .....	7-8
F. Compliance by Residence Owner's families and tenants .....	8
VI. RESIDENCES .....	8-11
A. Real Property .....	8
B. Exclusive Use .....	8
C. Boundaries .....	9
D. Rights, Title and Interest of Residence Owners, Undivided Interest in Common Area; Right to Vote; Computation of Undivided Percentage Interest .....	8-9
E. Maintenance by Association and by Residence Owner and Limitations on and Requirements for Repair and Alteration .....	9-11
VII. COMMON AREA, LIMITED COMMON AREA AND FACILITIES .....	11-13
A. General .....	11-12
B. Parking .....	12
C. Zoning .....	12-13
D. Use of Stairwells and Hallways .....	13-14

VIII. ASSOCIATION . . . . .	13-14
A. Developer's Right during Development Period . . . . .	13
B. Professional Management, Termination . . . . .	13-14
C. Common Expenses during Development Period . . . . .	14
D. End of Development Period . . . . .	14
E. Transfer of Control . . . . .	14
F. Professional Management Agreement . . . . .	14
IX. ASSESSMENTS . . . . .	14-18
A. Common Expenses; Individual Expenses . . . . .	15
B. Accounts . . . . .	15
C. Assessments for Recurring Expense . . . . .	15-16
D. Assessment for Emergencies . . . . .	16
E. Assessments for Reserve and Working Capital . . . . .	16
F. Assessment Roll . . . . .	16
G. Liability for Assessments . . . . .	16-17
H. Lien for Assessments . . . . .	17
I. Collection, Interest, Suit, Loss of Vote, Mandatory Assessment Collection . . . . .	17-18
X. ADMINISTRATION, BY-LAWS, AND MANAGER . . . . .	18-19
A. Organization . . . . .	18
B. By-Laws . . . . .	18
C. Duties and Powers . . . . .	18
D. Manager . . . . .	18-19
E. Notice . . . . .	18
XI. INSURANCE AND INSURANCE TRUSTEE ( And also see Appendix One) . . . . .	19-20
A. Common Expense . . . . .	19
B. Owner's Expense . . . . .	20
C. Trustee . . . . .	20
D. Conflict . . . . .	20
XII. REPAIR, RECONSTRUCTION OR REBUILDING (Also see Appendix Two) . . . . .	20-21
A. Determination . . . . .	20
B. Estimate . . . . .	21
C. Proceeds and Conflict . . . . .	21

XIII. 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 . . . . .	22
Residences	
XIV. TAXES AND SPECIAL ASSESSMENTS . . . . .	22
A. Common Expense . . . . .	22
B. Owner's Expense . . . . .	22
XV. AMENDMENTS TO DECLARATION . . . . .	23-24
A. Declaration . . . . .	23-24
B. Amendment of By-Laws . . . . .	24
XVI. TERMINATION OF CONDOMINIUM . . . . .	24-25
A. Unanimous Agreement . . . . .	24
B. Casualty . . . . .	24-25
C. Rights of Parties . . . . .	25
XVII. COVENANTS RUNNING WITH LAND AND ENCROACHMENTS . . . . .	25
XVIII. CONDOMINIUM DEEDS (Also see Exhibit "F") . . . . .	25
XIX. INCLUSIONS IN TRANSFER OF RESIDENCES . . . . .	25
XX. SEVERABILITY . . . . .	25
XXI. ADDITIONAL PROVISIONS (MORTGAGEE AND OWNER) . . . . .	25-29
A. Written Notice of Change . . . . .	26
B. Written Notice of Default . . . . .	26
C. Prior Written Approval . . . . .	26-27
D. Examination . . . . .	27
E. FHLMC Notice . . . . .	27
F. Other Prior Written Approval . . . . .	27
G. Associations Lien Subordinate . . . . .	27
H. Inspections, Statements, Notice . . . . .	28
I. Substantial Damage . . . . .	28
J. Condemnation . . . . .	28
K. Easement . . . . .	28
L. Fee Simple . . . . .	28
M. No Right of First Refusal . . . . .	29

N. Right of Action . . . . .	29
O. Free of Claims . . . . .	29
P. Notice to FHLMC . . . . .	29
XXII. RIGHTS OF ACTION . . . . .	29
XXIII. CONDEMNATION . . . . .	29-31
A. Partial Taking . . . . .	29-30
B. Partial or Total Taking . . . . .	30-31
XXIV. MISCELLANEOUS ( A through C ) . . . . .	31
LEGAL DESCRIPTION OF PARCELS . . . . .	EXHIBIT "A"
BY-LAWS . . . . .	EXHIBIT "C"
INSURANCE . . . . .	APPENDIX ONE
DESTRUCTION AND RECONSTRUCTION . . . . .	APPENDIX TWO

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF GREENVILLE                    )         DECLARATION (MASTER DEED)  
  )         ESTABLISHING LEWIS VILLAGE  
  )         HORIZONTAL PROPERTY REGIME

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
by American Service Corporation, a South Carolina Corporation, hereinafter sometimes  
called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant desires and intends to subject the property hereinafter described  
and being known as the "Property" 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 plan 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, its successors and assigns and every person acquiring or owning an interest  
in the real property and improvements, his grantees, successors, and assigns.

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

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. "Apartment" means a part of the property intended for any type of independent use (whether it be for residential or business) including one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building, and with a direct exit to a public street or highway, or to a common area leading to such street or highway; apartment also means residence or unit.

C. "Appraisal" means a determination of the fair market value of the property or any portion thereof, as determined by an appraisal conducted by an appraiser designated by the Greenville Real Estate Board, or in the event the Greenville Real Estate Board 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.

D. "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.

E. "Association" means Lewis Village Association of Residence Owners, Inc., a non-profit corporation of all of the residence co-owners, in accordance with the Declaration and By-laws, for the purpose of administering Lewis Village Horizontal Property Regime.

F. "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.

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

H. "By-laws" means the by-laws of the Association annexed to the Declaration, as amended from time to time as therein provided.

I. "Common areas" means all 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 recreational and 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 mean General Common Elements.

J. "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 maintenance, repairs and replacement of all conduits, ducts, plumbing, pipes, wiring and other facilities for furnishing utility services and heating systems which are located within common elements or limited common elements or within any interior walls or walls bounding the units, floors, ceilings or attic space, (8) expense of caulking and painting the exterior of window sills and frames, (9) expense of painting the exterior of doors, (10) any assessments for the creation and maintenance of reserves.

K. "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

"Lewis Village Condominium" each mean all of the property submitted to the condominium form of ownership by the Declaration.

L. "Condominium documents" means the documents by which the Lewis Village 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".

M. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns an apartment within the building. Co-owner also means residence owner.

N. "Council of co-owners" means all the co-owners; but a majority shall constitute a quorum for the adoption of decisions.

O. "Declaration" means this Declaration of Condominium of Lewis Village as it may hereafter be amended from time to time. "Declaration" shall also mean Master Deed.

P. "Declarant" means American Service Corporation and any corporation, partnership, or person who is an assignee thereof or successor thereto.

Q. "General common elements" means and includes:

- (1) The land on which the building stands.
- (2) The foundations, main walls, roofs, halls, lobbies, stairways, and entrance and exit or communication ways.
- (3) The basements, flat roofs, yards and gardens, except as otherwise provided or stipulated.
- (4) The premises for the lodging of janitors or persons in charge of the property, except as otherwise provided or stipulated.
- (5) The compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, reservoirs, water tanks and pumps, and the like.
- (6) The garbage incinerators and, in general, all devices or installations existing for common use; and



(7) All other elements of the property rationally of common use or necessary to its existence, upkeep and safety.

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

S. "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 apartments to the exclusion of the other apartments. Other limited common elements shall be those that are agreed upon by all the co-owners to be reserved for the use of a certain number of residences to the exclusion of the other residences, such as special corridors, stairways, elevators, garages, sanitary services common to the residences of a particular floor, and the like.

T. "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".

U. "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.

V. "Master Deed" means the deed establishing the horizontal property regime. It also means Declaration.

W. "Mortgage" means any mortgage or other similar device used for the purpose of conveying real property or subjecting real property to a lien or encumbrance as security for indebtedness.

X. "Mortgagee" means the holder of indebtedness secured by a Mortgage.

Y. "Mortgage indebtedness" means indebtedness the payment of which is secured by a Mortgage.

Z. "Person" means an individual, corporation, partnership, association, trustee or other legal entity, or any combination thereof.

AA. "Property" means that property submitted or later submitted to the provisions of the Act by this Declaration or by permitted amendments, and includes the land, the building, and buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

BB. "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.

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

DD. "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.

EE. "Unit" shall mean "apartment" or "residence" and shall also mean and comprise the separate numerically and alphabetically identified residences which are designated in Exhibit " D " 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, provided, however, with respect to the walls between the adjacent residences the vertical boundary line of each residence shall be in the center line of such party wall. All of the aforementioned items are included in the definition of General Common Elements. The windows and doors are part of the Unit.

IV. PLOT PLAN, FLOOR PLAN AND AMENDMENT THERETO. A plot plan, showing the property and the layout, location residences numbers and dimensions of the 142 residences and the common area and limited common area 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 6V at Page(s) 55 through 57 in the RMC Office for Greenville County, South Carolina, and is herein referred to as the "Plot Plan and Floor Plans."

V. 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 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 terms rent shall include lease or sublease). However, with the exception of a lender in possession of a condominium unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than the entire unit. Any lease agreement shall be required to provided 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. Other than the foregoing, there is no restriction on the right of any unit owner to lease his unit.
- 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.

VI. 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, excluding, however, all spaces and improvements lying beneath the undecorated and/or finished inner surfaces of the perimeter walls and floors, and above the undecorated and/or furnished inner surfaces of the ceilings of each residence, 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 and facilities (general common elements), provided, however, with respect to the walls between the adjacent residences the vertical boundary line of each residence shall be the center line of such party wall. The windows and doors are part of the unit.

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 stock 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, paint and caulking to outside of window sills and window frames and paint to outside of exterior doors except the Association shall not be responsible for the maintenance, repair and replacement of windows and doors. The Association shall also provide for maintenance of all conduits, ducts, pipes, plumbing, wiring and other facilities for the furnishing of utility services, and heating systems, which are located within common elements or limited common elements or within any interior walls or walls bounding the units, floors, ceilings or attic space. 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, and also, except the hot water boilers for the forty-eight (48) Plaza units as shown on Exhibit "B", hereinafter referred to as the "Plaza Units".

The co-owners of the Plaza Units shall be responsible for the maintenance, repair and replacement of the hot water boilers of the Plaza Units together with the cost of the gas for the hot water systems.

Each co-owner of the Plaza Units shall be responsible for one forty-eighth (1/48th) of the expense of gas for the hot water systems and the expense of maintenance, repair and replacement of the hot water boilers.

Each co-owner other than owners of the Plaza Units shall be responsible for maintenance, repair, and replacement of the hot water heater in his unit.

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

heating and air conditioning units, condensers, refrigerators, stoves, dishwashers, disposals, toilets, sinks, bathtubs, showers, all pipes and valves not within floors or walls, carpet, floor covering, interior paint, wallpaper, paneling, light fixtures, windows, doors 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.

VII. COMMON AREA AND LIMITED COMMON AREA FACILITIES.

- A. Ownership and use of the common areas 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.

B. Parking: Lewis Drive, Lewis Drive East and Lewis Drive West are public streets maintained by the City of Greenville. The parking spaces along said streets are owned by the City of Greenville since they were included in the conveyance of the streets to the City of Greenville. Therefore, the Association does not have the right to assign parking spaces to residence owners on public property. Also, it is not anticipated that specific parking spaces will be reserved to residence owners in the common area.

C. Zoning: The current zoning ordinances of the City of Greenville have certain requirements as to the number of off-street parking places that are required for a multi-unit project and certain requirements for setback lines for building.

Some of the buildings in the condominium project are located closer to either front, side or rear lines than are allowed under the zoning ordinance. In the event a building is damaged by fire, explosion, act of God or public enemy, to the extent of more than fifty percent of its assessed value, it may be restored by meeting the setback violations.

The condominium project does not have the number of off-street parking spaces required under the zoning ordinance. However, the Declarant has determined that there is sufficient common area available to construct the required off-street parking spaces. Declarant does not intend to construct the off-street parking spaces, but reserves the right to the Association to construct the off-street parking spaces in the event a building is damaged by fire, explosion, act of God, or public



enemy to the extent of more than fifty percent of its assessed value, and in order to restore the building, the off-street parking is required. The cost of said off-street parking shall be a common expense.

Therefore, the Declarant does hereby grant unto the Association, its successors and assigns the right to construct off-street parking spaces in the common area in the location shown in Exhibit " B " if such off-street parking is necessary in order to restore a building damaged as stated above.

- D. Use of Stairwells and Hallways: The Association may allow a unit owner to install a washing machine or other appliance in the stairwell of a building provided however the co-owner who installs a washing machine or other appliance shall be responsible for the cost of installation and shall be responsible for any and all damages resulting from or in any way connected with said washing machine or appliance. The Association may allow the installation of an elevator lift in a stairwell and hallway for the benefit of a resident co-owner and the occupants of his unit in the event an elevator lift is needed for medical reasons, provided said co-owner pays for the cost of installing and maintaining said elevator lift and is responsible for any and all damages or in any way connected with said elevator lift. The aforesaid uses of the hallways and stairwells may be allowed at the sole discretion of the Association.

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

- A. The Declarant shall have and exercise all rights, powers, remedies, duties, and privileges of the Association, Board of Directors, and Manager all of which may either be delegated by the Declarant to a Manager designated by the Declarant which may be a person controlling, controlled by, or under some common control with the Declarant until control of the Association becomes vested in the purchaser of the units.
- B. Until control of the Association becomes vested in the purchasers of the units, the Declarant will manage the condominium, provided, however, the management by Declarant or any agreement for professional management may be terminated for cause on 30 days written notice and the terms of any such contract may not exceed

one year, renewable for successive one-year periods.

- C. Each residence owner will pay monthly to the Association, as such residence owner's share of common expenses, an amount from time to time established and charged by the Declarant to be such residence owner's monthly pro rata part of common expenses based upon the Declarant's estimate of cost of management, administration, services, and common expense plus a reasonable management fee to the Declarant.
- D. Within ninety (90) days following the completion of the transfer of title to units representing seventy five (75%) per cent of the votes of all unit owners, 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, and the Declarant will render a report on the condominium, turn over management and the books, records, and accounts (which shall be in balance) of the Association, to the Association and its 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 interests 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.
- E. Control of the Association will become vested in the purchasers of units within not more than 120 days after the completion of transfer to purchasers of title to units representing seventy-five (75%) per cent of the votes of all unit owners, or within one year following the first conveyance of title to a unit.
- F. After vesting of control by the Association, any existing Management Agreement 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.

IX. 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 liability 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 occupancy 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 the electricity and gas 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 assessment 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 Reserve and Working Capital. 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 working capital fund for the initial months of the project operation and shall be used and applied from time to time as may be needed toward meeting deficits and for such other common purposes as the board may deem necessary. To the extent that the said reserve fund or working capital fund may be depleted, or in 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, working capital 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 coming due while he is the owner of a residence , together with interest, costs and reasonable attorney's fees. The personal obligation for delinquent assessments

shall not pass to successors in title or interest unless assumed by them. 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 in lieu of such foreclosure, or judicial sale 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 residence 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 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. Interest; Application of payments. Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of eight percent per annum from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due. All interest collected on principal due the common expense account shall be credited to said account.

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 penalties 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, and if such suspension is not prohibited by law, 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 interest accrued 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.

X. 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 Lewis Village 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.

XI. 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 Two, 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 than \$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 Two.

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

XII. 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 condominium shall be governed by the provisions set forth in Appendix Three 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. Minor damages to residences which does not render any residence untenantable will be repaired, reconstructed or rebuilt upon written application of any residence owner.
3. Damage which renders more than two-thirds (2/3rds) of the property untenantable will not be repaired, reconstructed or rebuilt unless other 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.