

STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF CHARLESTON )

*Re Recorded*  
JK U123PG210

MASTER DEED

LANSING EAST

HORIZONTAL PROPERTY REGIME

COMMERCIAL ASSOCIATES, A SOUTH CAROLINA PARTNERSHIP, (sometimes hereinafter referred to as Developer) having their principal place of business in the County of Charleston, South Carolina, does hereby make, submit and establish this MASTER DEED dated October 10, 1980 for the plan of condominium ownership for the lands and improvements herein described, and

WHEREAS, Developer is the fee simple owner of that certain tract of land lying, situate and being in the County of Charleston, State of South Carolina and recorded in Plat Book AQ, Page 112, in the R.M.C. Office for Charleston County (said tract being more particularly described in Exhibit "A", attached hereto); and

WHEREAS, the Developer, being about to sell and convey condominium units located in certain designated sites more particularly hereinafter described, desires to assure to said purchasers and their heirs and assigns owning such condominium, and the inhabitants within said property, the use, benefit and enjoyment of the common elements and amenities, facilities and utilities be administered by a condominium association, and to this end desires that its lands may be subject to certain restrictions, reservations, servitudes, covenants, agreements, easements, liens and charges (hereinafter referred to as "covenants and restrictions"), as hereinafter set forth; and

WHEREAS, in accordance with the Horizontal Property Act for South Carolina there shall be incorporated an Association of Unit Owners known as LANSING EAST HORIZONTAL PROPERTY REGIME for the purpose, among others of maintaining and administering the common elements connected with and appertaining to the condominium units in LANSING EAST HORIZONTAL PROPERTY REGIME, as hereinafter described, and collecting and disbursing the charges hereinafter created pertaining to said condominium units;

NOW THEREFORE, in consideration of the Property, Developer hereby grants, covenants and agrees with the purchasers of the condominium units in LANSING EAST HORIZONTAL PROPERTY REGIME that the property described in and to the covenants and restrictions set forth in various articles and clauses of this Master Deed, which it is

*This master deed is being rerecorded to correct the square footage of the units as stated in Article III, section 4(e) to conform to the square footage as shown on exhibits B-1, B-2, B-3, and B-4.*

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hereby granted, covenanted and agreed shall inure to the benefit of and be binding upon Developer, its successors and assigns, and the several condominium owners in LANSING EAST HORIZONTAL PROPERTY REGIME and their heirs, successors and assigns, respectively and binding upon the land described in Article I hereof.

## ARTICLE I

Developer, as fee simple owner of that tract hereby submitted to this Master Deed and particularly described in Exhibit "A", attached hereto and incorporated by reference, with the buildings and improvements thereon, hereby declares that said property is and shall be subject to and entitled to the benefit of the covenants and restrictions set forth in this Master Deed.

## ARTICLE II

Section 1. Definitions. Applicable to LANSING EAST HORIZONTAL PROPERTY REGIME are those definitions contained in Section 27-31-20 of the Horizontal Property Act of the 1976 Code of Laws of South Carolina as amended from time to time; and, by way of synonymity and not of contradiction, the following terms and definitions are used herein:

(a) "Act" means the "Horizontal Property Act" of the State of South Carolina, as from time to time amended.

(b) "Apartment" means a part of the property intended for any type of independent use, including one or more rooms or enclosed space 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.

(c) "Association of the Unit Owners" means the South Carolina corporation whose shareholders are all the persons, firms, corporations, partnerships, associations, trusts or other legal entities, or any combination thereof, who own an apartment within the building.

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

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

(f) "Common expense" means and includes:

- (1) Expenses of operation of the property; and support of common elements.
- (2) All sums designated common expenses by or pursuant to the South Carolina Horizontal Property Act, the Master Deed or the ByLaws.

- (g) "Common Charge" means those monetary charges levied against the Unit Owners to pay for the common expenses.
- (h) "Common Element" means and comprises all of the real property, improvements, and facilities of the Condominiums other than the Units, as same are herein defined, and shall include easements through Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and Common Elements and easements of support in every portion of a Unit which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of such Units, as well as any common fund held by or through the Association for repair, maintenance, or otherwise.
- (i) "Common Interest" means the percentage of undivided interest in the common elements appertaining to each apartment, as expressed in the Master Deed, and any specified percentage of the common interest means such percentage of the undivided interests in the aggregate.
- (j) "Condominium" means the ownership of single units, with common elements, located on property within the horizontal property regime.
- (k) "Declaration" means the instrument setting forth the covenants and restrictions and remedies for breach thereof pertaining to this property.
- (l) "Developer" means a person who undertakes to develop a real estate condominium project (herein referring specifically to COMMERCIAL ASSOCIATES, A SOUTH CAROLINA PARTNERSHIP.
- (m) "Floor Plan" means the plans for each building which shall show the dimensions, area and location of each Unit therein, which plan is attached hereto and by this reference made a part hereof. (See Exhibit "B")
- (n) "Limited Common Elements" means and includes those common elements which are agreed upon by all the Co-owners to be reserved for the use of a certain number of apartments to the exclusion of the other apartments, such as attics, patios, parking spaces, sanitary services common to the apartments or a particular apartment, and the like.
- (o) "Majority of Co-owners" or "Majority of Unit owners" means fifty-one percent or more of the basic value of the property as a whole, in accordance with the percentages computed in accordance with the provisions of Section 27-31-60 of the Horizontal Property Act.
- (p) "Master Deed" means the deed establishing and recording the property of the horizontal property regime.

(q) "Operation of the property" means and includes the administration and operation of the property and the maintenance, repair, and replacement of, and the making of any additions and improvements to the Common Elements.

(r) "Plat" means the plat or survey of the Property and of all Units in the Property and showing the area and location of Common Elements, both limited and common, submitted to the provisions of the Act pursuant to this Master Deed, said Plat being attached hereto, and by this reference made a part hereof. (See Exhibit "A")

(s) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(t) "Property" means and includes the land whether leasehold or in fee simple, the building, all improvements and structures therein, and all easements, rights and appurtenances belonging thereto.

(u) "Unit Owner" means a "Co-Owner" as that term is used in this Act.

(v) "Unit" means an "apartment" as that term is used in the Act and includes one or more rooms and adjoining patio and/or balcony designated as part thereof, and occupying one or more floors or a part or parts thereof, designed or intended for independent use as a single family dwelling, as set forth on the building plan, which plan is being recorded simultaneously with the recording of this Master Deed, provided, however, that no structural components and no pipes, wire, conduits, ducts, flues, shafts, or public utility lines suitable within a Unit and forming a part of any system serving more than one Unit or the Common Condominium Elements shall be deemed to be a part of said Unit. In this Master Deed and in all subsequent conveyances pursuant thereto, the word "Unit" and the word "Apartment" shall be deemed to have the same meaning and may be used interchangeably.

(w) "To record" means to record in accordance with the provisions of Section 30-5-30 through 30-5-200 and 30-7-10 through 30-9-80 or other applicable recording statutes.

All pronouns used herein include the male, female and neuter genders and include the singular or plural numbers, as the case may be.

### ARTICLE III

Section 1. Submission of the Property to the Act. Developer as the owner in fee simple of the tract described in Exhibit "A", attached hereto, with the buildings and improvements thereon, intends to, and by recording this Master Deed, does hereby submit said property to the provisions of the Horizontal Property Act of South Carolina. In order to implement the horizontal property regime plan of ownership for the above described property Developer covenants and agrees to and hereby does subdivide the above described property vertically and horizontally into the freehold estates referred to herein as units.

Section 2. Plot Plan and Building Plan. In accordance with Section 27-31-110 of the Horizontal Property Act of South Carolina, there is attached hereto and made a part of this Master Deed a plot plan and building plan. Said plot plan sets forth the building location and other improvements; said building plan shows graphically the dimensions, area and location of each unit herein and the dimensions, area and location of the Common Elements affording access to each apartment. Said plans are certified by an engineer licensed to practice in South Carolina. (Said Plot Plan is Exhibit "C".)

Section 3. Designation of Units. In accordance with Section 27-31-120 of the Horizontal Property Act of South Carolina, each unit in each building shall be designated on the plans referred to in Section 2 by letter and/or number or other appropriate designation and any conveyance, or other instrument affecting title to the Unit may sufficiently legally describe any such unit by use of its designated letter and/or number followed by the words LANSING EAST HORIZONTAL PROPERTY REGIME."

Section 4. Description of Project.

(a) Generally. The Property consists of four (4) brick veneer apartment buildings, three (3) uncovered parking areas and the grounds. The four (4) buildings contain twenty (20) units of various types and configurations, more specifically described below.

(b) Description of Grounds. The grounds consist of an 86,302 square foot tract described in Exhibit "A". Encompassed within its limits are the buildings and the uncovered parking areas. The parking areas are subject to incremental assignments as herein provided.

(c) Description of the Buildings. The buildings are designated by number from left to right (or from South to North) when facing the Property as follows: Building 944, 940 936 and 926, respectively. The type and number of units existing in each building are as follows:

	<u>Type</u>	<u>Number</u>
Building 944:	Garden Style	4
Building 940:	Garden Style	2
	Townhouse Style	2
Building 936:	Garden Style	4
Building 926:	Garden Style	4
	Townhouse Style	4
Total:	Garden Style	14
	Townhouse Style	6
		<hr style="width: 10%; margin: 0 auto;"/> 20

(d) Description of Paved Areas. The project contains three (3) paved parking areas with access driveways for use by the Unit Owners, their guests and invitees. The paved area will be subject to those rules and regulations promulgated by the Association of Unit Owners. Parking spaces will be specifically reserved for each Unit and designated as Limited Common areas. The paved area consists of 14,818 square feet.

(e) Division of Project. The project is hereby divided into the following separate freehold estates, each comprising a residence.

Building 944:

<u>Unit #</u>	<u>Style</u>	<u>Sq. Feet</u>	<u>Description</u>
944-A	Garden	<del>820</del> 813	One floor, two bedrooms, one bath with LR/DR combination and kitchen. Located on first floor, left, with front entrance from foyer/stairwell. Rear entrance to outside.
944-B	Garden	<del>820</del> 813	One floor, two bedrooms, one bath with LR/DR combination and kitchen. Located on first floor, right, with front entrance from foyer/stairwell. Rear entrance to outside.
944-C	Garden	<del>820</del> 813	One floor, two bedrooms, one bath with LR/DR combination and kitchen. Located on second floor, left, with front entrance from foyer/stairwell. Rear entrance from second floor balcony with stairs to ground level.
944-D	Garden	<del>820</del> 813	One floor, two bedrooms, one bath with LR/DR combination and kitchen. Located on second floor, right, with front entrance from foyer/stairwell. Rear entrance from second floor balcony with stairs to ground level.

Building 940:

<u>Unit #</u>	<u>Style</u>	<u>Sq. Feet</u>	<u>Description</u>
940-A	Garden	<del>820</del> 788	One floor, two bedrooms, one bath with LR/DR combination and kitchen. Located on left end of the building, with front and rear entrance directly from outside.

Unit #	Style	Sq. Feet	Description
940-B	Tow. House	<del>820</del> 887	Two fl's, two bedrooms, one bath, with LR/DR combination and kitchen. Located second from the left in the building with front and rear entrance directly from outside.
940-C	Townhouse	<del>820</del> 887	Two floors, two bedrooms, one bath, with LR/DR combination and kitchen. Located third from the left in the building with front and rear entrance directly from outside.
940-D	Garden	<del>820</del> 788	One floor, two bedrooms, one bath with LR/DR combination and kitchen. Located on right end of the building, with front and rear entrance directly from outside.

Building 936:

<u>Unit #</u>	<u>Style</u>	<u>Sq. Feet</u>	<u>Description</u>
936-A	Garden	<del>1040</del> 940	One floor, three bedrooms, two full baths, with LR/DR combination and kitchen. Located on first floor, left, with front entrance from foyer/stairwell and rear entrance directly from outside.
936-B	Garden	<del>1040</del> 940	One floor, three bedrooms, two full baths, with LR/DR combination and kitchen. Located on first floor, right, with front entrance from foyer/stairwell and rear entrance directly from outside.
936-C	Garden	<del>1040</del> 940	One floor, three bedrooms, two full baths, with LR/DR combination and kitchen. Located on second floor, left, with front entrance from foyer/stairwell and rear entrance from second floor balcony with stairs to ground level.
936-D	Garden	<del>1040</del> 940	One floor, three bedrooms, two full baths, with LR/DR combination and kitchen. Located on second floor, right, with front entrance from foyer/stairwell and rear entrance from second floor balcony with stairs to ground level.

<u>Unit #</u>	<u>Style</u>	<u>Sq. Feet</u>	<u>Description</u>
926-A	Townhouse	<del>900</del> 865	Two floors, two bedrooms, one and one-half baths, with LR and kitchen with dining area. Located at the left end of the building with front and rear entrance directly from outside.
926-B	Townhouse	<del>900</del> 865	Two floors, two bedrooms, one and one-half baths, with LR and kitchen with dining area. Located second from the left end of the building with front and rear entrance directly from outside.
926-C	Garden	<del>840</del> 853	One floor, two bedrooms, two full baths, with LR/DR combination and kitchen. Located on the first floor, third unit from the left end of the building. Front entrance from foyer/stairwell and rear entrance directly from outside.
926-D	Garden	<del>840</del> 853	One floor, two bedrooms, two full baths, with LR/DR combination and kitchen. Located on the first floor, fourth unit from the left end of the building. Front entrance from foyer/stairwell and rear entrance directly from outside.
926-E	Garden	<del>840</del> 853	One floor, two bedrooms, two full baths, with LR/DR combination and kitchen. Located on the second floor, third unit from the left end of the building. Front entrance from foyer/stairwell and rear entrance from second floor balcony with steps to ground level.
926-F	Garden	<del>840</del> 853	One floor, two bedrooms, two full baths, with LR/DR combination and kitchen. Located on the second floor, fourth unit from the left end of the building. Front entrance from foyer/stairwell and rear entrance from second floor balcony with steps to ground level.



926-G	Townhouse	200 905	Two floors, two bedrooms, one and one-half baths, with LR and kitchen with dining area. Located second from the right end of the building with front and rear entrance directly from outside.
926-H	Townhouse	90865	Two floors, two bedrooms, one and one-half baths, with LR and kitchen with dining area. Located at the right end of the building with front and rear entrance directly from outside.

(f) Dimensions and Equipment. Interior room dimensions of each unit are shown on Exhibit "C". A full list of equipment and appliances to be conveyed with each unit is provided on Exhibit "F".

(g) Limits of Units. The respective units shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each of them, or any pipes, wiring, conduits or other utility lines running through them which are utilized for or serve more than one unit, the same being deemed a Common Element, as hereinafter provided, if any do exist. Each apartment shall be deemed to include all the walls and partitions, floors and ceilings, which are not load-bearing within its perimeter walls, including plaster, paint, wallpaper, or the like, carpeting, floor covering and built-in fixtures. Additionally, the boundary lines of each apartment are the exterior of doors, windows, and glass walls and the frames thereof.

(h) Limited Common Areas. The attic storage areas are limited to use by the occupant of the Unit immediately below such storage area. Balconies and the patio areas in the rear of any Unit is limited to use by the occupant of that Unit. The uncovered parking areas are shown on the condominium plat attached hereto.

(i) Common Elements. The Common Elements include:

- (1) The foundations, columns, girders, beams, supports, main walls, roofs and floors of the Building.
- (2) The passage ways, walkways and trash collection areas.
- (3) Any central and appurtenant installations for service to the units. All other parts of the property existing for the common use or necessary to the existence, maintenance, and safety of the condominium project.
- (4) The undivided piece of land described in Exhibit "A".

(j) For purpose of percentages in the Common Elements in voting on all matters requiring action by the owners, the percentages as provided hereinafter shall govern:

UNITS	VALUE	PERCENTAGE OF UN-DIVIDED INTEREST IN THE COMMON ELEMENTS
944-A	40	5.0%
944-B	40	5.0%
944-C	40	5.0%
944-D	40	5.0%
940-A	40	5.0%
940-B	40	5.0%
940-C	40	5.0%
940-D	40	5.0%
936-A	40	5.0%
936-B	40	5.0%
936-C	40	5.0%
936-D	40	5.0%
926-A	40	5.0%
926-B	40	5.0%
926-C	40	5.0%
926-D	40	5.0%
926-E	40	5.0%
926-F	40	5.0%
926-G	40	5.0%
926-H	40	5.0%

Section 5. Redesignation. Upon the unanimous vote of the several Unit Owners comprising the Association of Unit Owners, all or any portion of a Limited Common Element may be designated as a Common Element, and by the same procedure, any Common Element may be redesignated as a Limited Common Element.

ARTICLE IV

Section 1. Administration of Condominium by Association. In order to provide for the effective and efficient administration of the project by the Unit Owners, a non-profit corporation known and designated as LANSING EAST HORIZONTAL PROPERTY REGIME (sometimes referred to as "The Association") has been organized, and said corporation shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of the Master Deed, and in accordance with the terms of the Articles of Incorporation of the Association, its ByLaws and the rules and regulations promulgated by the Association from time to time. A true copy of the said Articles of Incorporation and ByLaws are annexed hereto and expressly made a part hereof as Exhibits "D" and "E",

respectively. The owner or owners of each Unit shall automatically become members of the Association upon his, their or its acquisition of an ownership interest in title to any Unit and its appurtenant undivided interest in Common Elements and Limited Common Elements. The owners of the units shall have rights in the corporation in the same proportion as they hold undivided interest in the Common Elements. The membership of each such owner or owners shall terminate automatically upon such owner or owners being divested of each ownership interest in the title to such unit, regardless of the means by which such ownership is divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Unit shall be entitled by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights or privileges of such membership. In the administration of the operation and management of the Condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Master Deed, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulation governing the use of the Units, Common Elements, and Limited Common Elements, as the Board of Directors of the Association may deem to be in the best interest of the Condominium.

Section 2. Insurance. The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the property. The Board of Directors shall collect and enforce the payment of a share of the premium for such insurance from each Unit Owner as a part of the Common Expenses. Said insurance shall include, but not be limited to, water damage, legal liability and such other insurance as is deemed necessary. All liability insurance shall contain cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner. Each Unit Owner may purchase liability insurance for accidents occurring in his own Unit and shall be responsible for purchasing insurance on all his personal property.

Section 3. Destruction of Improvements and Casualty Insurance.

(a) The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance and such other insurance as the Board deems necessary, insuring all of the insurable improvements within the Condominium including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their approved first mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association; the premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the Common Expenses. The company or companies with whom the Association shall place its insurance coverage as provided in this Master Deed must be good and responsible companies authorized to do business in the State of South

Carolina. The approved first mortgagee owning and holding the first recorded mortgage encumbering a Unit shall have the right, for so long as it owns and holds any mortgage encumbering a Unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association as herein provided and the amount thereof. The Association shall have the right to designate the Insurance Trustee, and thereafter from time to time, the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of South Carolina, or to such other person, firm or corporation as Insurance Trustee as may be acceptable to the approved first mortgagee holding the first recorded mortgage encumbering a Unit. At such time as the aforesaid approved first mortgagee is not the holder of a mortgage on a Unit, then their rights of approval and designation shall pass to the approved first mortgagee having the highest dollar indebtedness on Units in the Condominium property and in the absence of the action of said mortgagee, the Association shall have the said right without qualification.

(b) All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their approved mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee, aforementioned, who shall first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds.

(c) No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan, unless the same distribution is made to Unit Owners and their mortgagees.

(d) The duty of the Insurance Trustee shall be to receive the proceeds from the casualty insurance policies held by it, and it shall hold such proceeds in trust for the Association, Unit Owners, and any mortgagees.

1. In the event a loss occurs to any improvements within any of the Apartments alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Unit Owners of the Unit damaged, and their approved first mortgagees, if any, as their interest may appear, and it shall be the duty of these Owners to use such proceeds to effect necessary repair to the Unit. The Insurance Trustee may rely upon the written statement of the Association as to whether or not a loss has been incurred to the Units or Common Elements or both.

2. In the event that a loss of \$5,000.00 or less occurs to improvements within one or more Units and to improvements within contiguous Common Elements, or to improvements within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements, and the balance of the funds shall be apportioned to repair improvements, within owners' Units, in proportion to the loss sustained to improvements within said Units, as estimated by the insurance carrier, and the owners owning interests in Units containing damaged improvements shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair the improvements within their Units. If any owner or owners of Units containing damaged improvements refuses or refuse to pay such assessment, then the majority of owners of Units so damaged may proceed with the reconstruction at the expense of all Co-owners benefited thereby.

3. In the event the damage exceeds the sum of \$5,000.00 to the Limited Common Elements alone, or to the individual Units and to improvements within contiguous Limited Common Elements (it being the intention of the foregoing to cover any loss other than those specifically described in subparagraph 1 and 2), then the Insurance trustee shall hold all insurance proceeds in trust, and any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board of Directors of the Association shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements and within the units, or upon the collection of the necessary funds that are described in subparagraph of this paragraph, then:

(1) If the casualty loss necessitates reconstruction of more than two-thirds of the property, then the insurance proceeds held by the trustee shall be disbursed, pro rata, to the Co-owners entitled to payment and their respective mortgagees as their interest may appear, as directed, and in such proportions as the Board of Directors in its sole discretion may determine. This paragraph may be waived, altered or amended with the unanimous consent of all the Co-owners.

(2) If the casualty loss necessitates reconstruction of two-thirds or less of the property, then in such case, the improvements shall be completely repaired and restored. In this event, all payees

shall deliver paid bills and waivers of mechanic's liens to the insurance trustee and execute any affidavit required by law or by the Association, any approved first mortgagee named on a mortgage endorsement, or the insurance trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis, or some other reasonable terms under the circumstances, which said contractor shall post performance and payment bonds and the trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board of Directors of the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are not sufficient to repair or replace all the improvements within the common elements and within the unit so that special assessments shall be required to repair, then:

(1) If the casualty loss necessitates reconstruction of more than two-thirds of the property, then the insurance proceeds shall be distributed by the insurance trustee to the unit owners entitled to payment and their respective mortgagees as their interest may appear, in such proportions as the Board of Directors in its sole discretion may determine. This paragraph may be waived, altered or amended only by the unanimous consent of all Co-owners.

(2) If the casualty loss necessitates reconstruction of two-thirds or less of the property, then the Board of Directors of the Association shall meet and shall determine the amount of and terms of a special assessment against the units and the owners thereof to obtain the necessary funds to repair the improvements. Such assessment need not be uniform as to all units, but may be in accordance with such factors as the Board of Directors of the Association shall consider to be fair and equitable under the circumstances; whereupon the Board of Directors of the Association, having determined the amount of such assessment, shall immediately levy such assessment setting forth the date of payment of the same and the funds received shall be delivered to the trustee and disbursed as provided in the preceding paragraph. If any owner or owners of units containing damaged improvements refuses or refuse to pay such assessment, then the majority of owners of units so damaged may proceed with reconstruction at the expense of all Co-owners benefited thereby.

(3) In the event, after complete repair and reconstruction and after the Insurance Trustee's fee has been paid, funds remain in the hands of the Insurance Trustee, such funds shall be disbursed in accordance with the proceeds upon termination. However, it shall be presumed that the first monies disbursed in payment of repair, replacement, and reconstruction shall be from insurance proceeds; if there is a balance in the funds held by the Insurance Trustee after payment of all costs of repair, restoration, and reconstruction and after payment of any and all Trustee's Fees and expenses, such balance shall be distributed to the Unit Owners in proportion with their contributions.

(4) In the event the insurance proceeds are sufficient to pay for the cost of reconstruction and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment or any other manner within ninety (90) days after such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan. Further, all covenants contained herein for the benefit of any mortgagee of a Unit may be enforced by an approved first mortgagee.

(5) Any repair, rebuilding, or reconstruction shall be substantially in accordance with the architectural plans and specifications for the original building or as the building was last constructed, or according to plans approved by the Board of Directors of the Association. Any material or substantial change from the foregoing architectural plans and specifications shall require approval by the institutional first mortgagee holding the highest dollar indebtedness on Units in the Condominium Property.

(6) In case at any time or times the Property or any part thereof shall be taken or condemned by any authority having a power of eminent domain, or compensation in damages for or on account of any land and all compensation and damages for or on account of any improvements of the property shall be payable to such bank or trust company authorized to do business in South Carolina as the Board of Directors shall designate as Trustee for all Unit Owners and mortgagees affected thereby, according to the loss or damages to their respective units and appurtenant common interest in easements, and shall be used promptly by the Board of Directors to the extent necessary for restoring or replacing such improvements on the remaining land according to plans therefor first approved as herein provided, unless the Association by a vote of not less than 75% of the percentage interest of the Unit Owners, determines within a reasonable time after such taking or condemnation that such restoration or replacement is impracticable under the circumstances in which event the Board of Directors, on behalf of the Association, and at the Associations' common expenses, shall remove all remains of such improvements so taken or condemned and restore the site thereof to good orderly condition and even grade and shall equitably distribute the remaining proceeds from such condemnation or taking to the Unit Owners or mortgagees affected thereby, according to the loss or damage to their respective units and appurtenant common interest and easements.

Section 4. Conveyance of Interest in Units. In order to assure a community of congenial residences and thus protect the value of the Condominium Units any conveyance of interest of said Units, including a lease estate, shall be subject to the following provisions so long as this provision of this Master Deed is of valid effect and binding on the property and Unit Owners:

(a) Notice to Association. Any and every time a Unit Owner or his lessee intends to convey such interest in his Unit he shall give written notice to the Association of such intention, together with the name and address of the party to whom said interest is intended to be conveyed and such other information as the Association may reasonably

require. The notice just described shall be mailed to or delivered by hand to the Secretary of the Association.

(b) Mortgagee. No Unit Owner may mortgage or encumber his Unit nor any interest therein without the approval of the Association, except to a bank, life insurance company doing business in South Carolina and approved by the South Carolina Insurance Commissioner, or Federal or State Savings and Building and Loan Association, hereinafter called approved mortgagee, or sometimes hereinafter referred to as approved first mortgagee. In this connection, where a mortgage given by one of the institutions hereinafter described fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Master Deed, be deemed to be a first mortgage. The approval of any other mortgages may be upon conditions determined by the Board of Directors of the Association, and approval may not be unreasonably withheld.

(c) Acquisition by Gift, Devise or Inheritance. When any person obtains an apartment by right, devise or inheritance, or by any other method not heretofore considered, it shall be the responsibility of such person to notify the Association that such transfer has occurred. The Association may then require that such person furnish the Association with such information concerning the person obtaining the Unit as may be reasonably required and a certified copy of the instrument by which the unit was obtained.

(d) An approved first mortgagee holding a mortgage on a Unit upon becoming the Owner of a Unit, through foreclosure or by deed in lieu of foreclosure, or whosoever shall become the acquirer of title to a Unit at the foreclosure sale of such approved first mortgage, shall have the unqualified right to sell or otherwise transfer said Unit, including the fee ownership thereof, and/or to mortgage said Unit. No other provision of these ByLaws or any other covenant or restriction applicable to a Unit or Unit Owner is waived by this paragraph.

#### Section 5. Maintenance and Repair.

(a) All maintenance of, and repairs to, any Unit and any Common Elements exclusive thereto, structural or nonstructural, ordinary or extraordinary, (other than maintenance of and repairs to any Common Elements contained therein, and not necessitated by the negligence, misuse or neglect of the Owner of such unit) shall be made by the Owner of such Unit, specifically including the air conditioning unit for that apartment, whether located on a Common Element or not. Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements, that his failure to do so may engender.

(b) All maintenance, repairs and replacements to the Common Elements and Limited Common Elements, whether located inside or outside of the units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner) shall be made by the Board of Directors and be charged to all the Unit Owners as a common expense.



(c) All repairs of internal installations of the dwelling units other than Common Elements, if any, shall be at the expense of the Unit Owner; such installations shall include, but not be limited to telephone, air conditioners, sewage, sanitary installations, water, light, gas, power, doors, windows, lamps, patio fencing, and all other accessories belonging to the dwelling.

(d) All maintenance and repair shall be performed promptly and diligently by each Unit Owner obligated to do same, and each owner shall be expressly responsible for the damages and liabilities that his failure to do so may engender.

(e) A Unit Owner shall reimburse the Regime for any expenditures incurred in repairing or replacing any Common Elements damaged through his neglect.

Section 6. Additions, Alterations or Improvements by the Board of Directors.

Additions, alterations, or improvements costing Five Hundred (\$500) Dollars or less may be performed by the Board of Directors without approval of the Unit Owners, and the cost thereof shall constitute part of the common expense. Such additions, alterations or improvements in excess of Five Hundred (\$500) Dollars must be approved by the Board and by fifty-one (51%) percent in number and in Common Interest of the Unit Owners present in person and/or proxy and voting at a meeting duly held. Upon such approval, the Board shall proceed with such additions, alterations, or improvements and shall assess all Unit Owners for the cost thereof as a common charge.

Section 7. Maintenance of Unit Interiors. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, and such Unit Owner shall maintain such interior surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Association, and each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Association shall be furnished by the Association as part of the common expenses. The interior surfaces of all windows forming part of the perimeter wall of a Unit shall be cleaned by the individual Unit Owner. Unless otherwise provided in the contract of sale, each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit.

Section 8. Association's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the

Condominium or any question of interpretation or application of the provisions of the Master Deed or ByLaws, the determination thereof by the Association shall be final and binding on each and all of such Unit Owners.

Section 9. Ownership of Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements (including Limited Common Elements and any common fund held by or through the Association for repair, maintenance or otherwise) allocated to the respective unit owned by such Unit Owner, as set forth in in this Master Deed and by reference made a part hereof as though fully set forth herein. Said ownership interest is in accordance with their respective percentages of ownership.

Section 10. Use of Common Elements. All passages, roads and common avenues of ingress and egress shall be used for no other purpose other than normal transit through them. No Unit owner shall park any vehicle or place or cause to be placed in said passages, road and common avenues any furniture, packages or obstructions of any kind. Such rights and obligations shall extend to each Unit Owner and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use of the Limited Common Elements allocated to the Unit owned by such Unit Owner. Use of the Common Elements and amenities shall be subject to and governed by the provisions of the Act, this Master Deed, the ByLaws and the rules and regulations of the Association.

Section 11. Parking Spaces. There shall be parking spaces in the general parking area adjacent to the Buildings for each Unit. All parking spaces shall be designated by the Association's Board of Directors. A Unit Owner shall have the right to assign his parking space to his grantee or lessee. parking spaces shall be designated for common use by Unit Owners, their guests, invitees, etc.

Section 12. Common Charges. The ByLaws of the Association shall provide for (1) the determination of the common expenses and fixing of common charges; (2) payment of common charges; (3) collection of assessments; (4) default; and (5) statement of common charges. Said common charges shall be used for the administration, operation, maintenance and repair of the Common Elements and Property.

Section 13. Valuation and Voting. The Owner(s) of each Unit shall have the right to cast the number of votes attributable to each Unit as set forth in the Master Deed, in person or by proxy, at all meetings of the Association of Unit Owners. The value of the Property and of each unit and the percentage appertaining to each of the Unit Owners in the expense of, and rights in the Common Elements are set forth in this Master Deed and made a part hereof by this reference.

Section 14. Unit Mortgages. Each Unit Owner shall have the right, subject to the provisions hereof, to make a separate mortgage or

encumbrance on his respective unit, together with his respective ownership interest in the Common Elements. No Unit Owners shall have the right or authority to make, or create, or cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Property or any part hereof, except only to the extent of his Unit and his respective ownership in the Common Elements.

\* Section 15. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his mortgagee, and shall file a conformed copy of the note and mortgage with the Board of Directors; the secretary of the Association shall maintain such information in the record of ownership of the Association. After the filing of the mortgage, the Board of Directors shall notify the mortgagee of any Unit Owner who is in default for sixty (60) days in the expenses for the management and administration, care and operation of the Regime and the mortgagee may, at its option, pay the delinquent expenses.

Section 16. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately assessed against each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Condominium Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements. The Board shall determine the amount due and notify each Unit Owner as to the real estate taxes.

Section 17. Rules. In order to assure the peaceful and orderly use and enjoyment of the Building and Common Elements of said project, the Board of Directors may from time to time adopt, modify and revoke, in whole or in part, such reasonable rules and regulations governing the conduct of persons or said project as it may deem necessary. Such rules, upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all members of the Association and occupants of the buildings.

Section 18. Encroachments. In the event that any Unit shall encroach upon any Common Element for any reason not caused by the purposeful or negligent act of the Unit Owner(s), or agents of such Owner(s), then an easement appurtenant to such Unit shall exist for the continuance of such encroachment unto the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Dwelling Unit then an easement shall exist for the continuance of such encroachment of the Common Elements into any Dwelling Unit for so long as such encroachment shall naturally exist.

Section 19. Abatement and Enjoinment of Violations by Unit Owners.

All units shall be utilized, resided in and operated in accordance with the provisions of this Master Deed, the ByLaws, and the rules and regulations. The violation or breach of any such provision as adopted by the Board of Directors shall give the Board the right, in addition to other rights set forth in these ByLaws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach, and the violating, defaulting or breaching owner shall further be liable for the expenses of any attorney fees or court costs incurred by the Board as the result of such legal proceedings.

ARTICLE V

Section 1. Use of Dwelling Units.

(a) All Units shall be utilized for single family residential purposes only. Any Unit Owner desiring to lease his Unit must first notify the Board of Directors of his intent.

(b) A Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Common Elements or the Limited Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or the Association or annoy other Unit Owners by unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance, immoral, improper, offensive or illegal act in his Unit, on the Common Elements or the Limited Common Elements.

(c) Common Elements shall be used only for the furnishing of services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

(d) All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Regime Property shall be observed.

(e) A Unit Owner may keep a domestic pet in his Unit under the regulations promulgated by the Association from time to time. A Unit Owner may not, however, keep any other animals, livestock or poultry, nor may any of the same be raised, bred, or kept upon any portion of the Condominium Property, including any balcony or patio.

(f) A Unit Owner shall show no sign, advertisement or notice of any type on the Common Elements, Limited Common Elements, (or in) or upon his Unit and shall erect no exterior antennas and aerals upon any portion or part of his Unit or the Common Elements.

(g) A Unit Owner shall make no structural alterations or modifications in his Dwelling Unit or installations located therein without previously notifying the Association in writing, through the manager or

managing agent, if any, or through the President if no manager or managing agent is employed. The Association shall have the obligation to reply by acceptance or rejection of the proposal within thirty (30) days time and failure to do so within the stipulated time shall mean that there is no objection to the proposed alteration or modification.

Section 2. Right of Developer to Sell or Lease Units Owned By It Free of Specific Restrictions.

So long as Developer shall own any Unit, whether by reacquisition or otherwise, the Developer shall have the absolute right to lease, sell or mortgage any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest, and as to the lease, sale or mortgage of any Unit by the Developer, the rights of notice and consent herein granted to the Association in Article IV, Section 4, (Conveyance of Interest in Units) of this Master Deed shall not be operative or effective in any manner. This provision of the Master Deed may not be suspended or superseded by any amendment unless consented thereto, in writing, by the Developer. Developer shall have the right to transact on the Condominium Property any business necessary to consummate sale of Units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the Common Elements and to show Units, and may assign this commercial usage right to such other persons or entities as it may choose. A sales office, signs and all items pertaining to sales shall not be considered as common property and shall remain the property of the Developer.

Section 3. Compliance and Conflict. This Master Deed is designed and intended to comply with the Horizontal Property Act of South Carolina. In the event that any of this Master Deed conflicts with the provisions of the said Act, it is agreed and accepted that the provisions of the Act will apply and control. If, however, conflict serves to invalidate any provision of this Master Deed, such invalidation will not affect any of the other provisions contained herein, and they shall remain in full force and effect.

Section 4. Amendments. This Master Deed may be amended, modified or revoked by vote of the Board of Directors in a duly constituted meeting held for such purpose; no such action shall take effect unless approved by Unit Owners representing at least two-thirds of the total value of the Regime Property as specified.

Section 5. Title. Every Unit Owner shall promptly cause to be duly recorded with the R.M.C. Office for Charleston County the deed, lease, assignment, or other conveyance to him of his unit, or other evidence of his title thereto, and file such evidence of his title with the Board of Directors through the manager, and the secretary shall maintain such information in the record of ownership of the Association.

ARTICLE VI

Section 1. Substantial Loss or Condemnation. Notwithstanding any other provisions herein, in case of condemnation or substantial

loss to the units and/or common elements of the condominium project, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the condominium homeowners association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium project;

(b) change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;

(c) partition or subdivide any condominium unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause.); or

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

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

IN WITNESS WHEREOF, the Grantor has hereunto set its Hand and Seal this 10th day of October, 1980.

WITNESSES:

Peggy M. Dixon

Virginia A. Wooten

Virginia B. Hice

John D. Duvall

COMMERCIAL ASSOCIATES, A  
South Carolina Partnership (SEAL)

By: Chad E. Duvall

Its Partner

By: Scott Smith, Jr.

Its Partner

BY: Peggy M. Dixon

ITS Partner

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON )

PERSONALLY APPEARED before me the Undersigned witness who made oath that s/he saw the within-named COMMERCIAL ASSOCIATES, A SOUTH CAROLINA PARTNERSHIP by CHARLES E. EISENHARDT JR. Its partner and by EVELETT SMITH JR., Its partner, sign, seal and as its act and deed, deliver the within-written Master Deed and that s/he with the other witness above subscribed, witnessed the execution thereof.

Gregory M. Rosen

SWORN TO BEFORE ME THIS  
10<sup>th</sup> day of October, 1980.

Virginia A. Woster (L.S.)  
Notary Public for South Carolina

My Commission Expires: 3/17/86

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Commercial Associates, A South Carolina Partnership by Brian M. Carmody, its Partner, sign, seal and as its act and deed, deliver the within written Master Deed and that s/he with the other witness above subscribed, witnessed the execution thereof.

SWORN to before me this  
10th day of October, 1980

William D. Dredman (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My comm. expires 11-18-81

Virginia B. Gile

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## The State of South Carolina

## CERTIFICATE OF INCORPORATION

EXECUTIVE DEPARTMENT

BY THE SECRETARY OF STATE

WHEREAS, Brian M. Carmody, P. O. Box 902, Charleston, SC  
 Peter D. O'Neill, P. O. Box 902, Charleston, SC

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

## LANSING EAST HORIZONTAL PROPERTY REGIME

which has been duly and regularly organized, did on the 22nd day of  
 August, A. D. 19 80, file with Secretary of State a written declaration setting forth:

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

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

AND WHEREAS, Said Declarants and Petitioners further declared and affirmed:

FIRST: Their names and residences are as above given.

SECOND: The name of the proposed Corporation is LANSING EAST HORIZONTAL PROPERTY REGIME

THIRD: The place at which it proposes to have its headquarters or be located is Lansing Dr.  
 Mt. Pleasant, SC

FOURTH: The purpose of the said proposed Corporation is to preserve, protect and enhance the beauty and heritage of the common elements of Lansing East Horizontal Property Regime; to provide facilities and services to the co-owners of the Horizontal Property Regime; to do all things necessary and proper for the maintenance and operation of the common elements; to unify the efforts of the co-owners for the purpose of protecting the value of the property of the members of this corporation residing in the Horizontal Property Regime and to engage in such activities as may be needed to the mutual benefit of the owners of the Lansing East Horizontal Property Regime; provided, however, that notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c) of the Internal Revenue Code and in the regulations thereunder as the same now exist or as they may be hereafter amended from time to time.

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

Brian M. Carmody  
 Peter D. O'Neill

7½ State St., Charleston, SC  
 7½ State St., Charleston, SC

Director  
 Director



## HORIZONTAL PROPERTY REGIME

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## ARTICLE I

## Plan of Condominium Unit Ownership

Section 1. Horizontal Property Regime. The Property known as Lansing East Condominium located in Charleston County, State of South Carolina has been by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina and is to be henceforth known as "LANSING EAST Horizontal Property Regime": (hereinafter referred to as the Regime), this being the same property described in the plat recorded in Plat Book AQ \_\_\_\_\_, Page 112, in the \_\_\_\_\_ for Charleston County, South Carolina.

Section 2. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Property of the Condominium and the Regime and to the use and occupancy thereof. The term "property" as used herein shall include the land, the building and all other improvements thereon (including the units and the common elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Real Property Law and Horizontal Property Act for the State of South Carolina.

Section 3. Personal Application. All present or future coowners (owners), tenants, future tenants, or their employees, or any other person who might use the facilities of the property in any manner, are subject to the regulations set forth in these Bylaws and in the Master Deed establishing this Regime. The mere acquisition, leasing, or rental of any of the dwelling units (hereinafter usually referred to as Units or Dwelling Units) as defined in the Master Deed of the Property or the mere act of occupancy of any of said dwelling units will signify that these Bylaws, the provisions of the Master Deed and the Rules and Regulations of the Association, as may be amended from time to time, are accepted and ratified and will be complied with.

Section 4. Registered Office. The registered office of the Corporation will be at such place as the Board of Directors may determine from time to time.

Section 5. Fiscal Year. The fiscal year of the Condominium Association Corporation shall be the calendar year.

## ARTICLE II

## Voting, Majority of Co-owners, Quorum, Proxies

Section 1. Voting. Each co-owner shall be entitled to cast the

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number of votes allotted to his percent of ownership as follows; the percent of ownership and the number of votes allocated to each co-owner shall be equal to the percentage of his right to share in the common elements as computed in the Master Deed; the total number of votes of all Unit Owners shall be one hundred (100).

The vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a proxy signed by all of the owners, or the President and Secretary of the Association, and such proxy is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

The owners of life estates in the Units shall be entitled to cast the votes appurtenant of such Units as are so owned. The above provisions concerning co-ownership shall also apply to those owning joint or multiple life estates in any particular Unit.

Section 2. Majority of Co-owners. The term "majority of Co-owners", as used in these Bylaws, shall mean those co-owners holding 51% or more of the total value of the Property, in accordance with the percentages of unit value assigned in the Master Deed.

Section 3. Quorum. A quorum shall consist of persons entitled to cast a majority of the votes of the entire membership, either in person or by proxy, except as otherwise provided in these Bylaws. 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 person for the purpose of determining a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Proxies shall be valid only for the particular meeting designated thereon.

### ARTICLE III

#### Administration by Association of Unit Owners

Section 1. Association Responsibilities. Administration of the affairs of the condominium dwelling units shall be conducted by the incorporated Association of Unit Owners (hereinafter usually referred to as Lansing East Association); administration responsibilities shall encompass administering the Property, approving the annual budget, establishing and collecting periodic assessments and arranging for the management of the Property pursuant to an agreement, containing provisions relating to the obligations, duties, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of the percent of ownership represented at any duly called members' meeting at which a quorum is present.

Section 2. Place of Meetings. Meetings of the Association of Unit

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Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Association's Board of Directors.

Section 3. Annual Meetings. The Annual Meeting of the Association shall be held once a year on the first Friday in June, at 7:30 P.M. The Purpose of the meeting shall be to elect Directors in accordance with the ByLaws, and to transact any other legal business authorized to be transacted by the members; however, if the named date happens to fall on a legal holiday, then the meeting shall be postponed until the following Friday at the same designated hour.

Section 4. Special Meetings. Special Member's Meeting shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members of the Association owning not less than twenty (20%) percent of the ownership of the Association.

Section 5. Notice of Meetings. It shall be the duty of the President or Secretary-Treasurer to mail a notice of each meeting of the Unit Owners, both annual and special, setting forth the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record at the address designated by the Unit Owner; notice must be mailed at least ten but not more than fifty days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Any member may, by waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice of such member.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than fortyeight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all Annual Meetings of the Association shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Report of Officers
- (e) Reports of Committees
- (f) Appointment by Chairman of Inspectors of Election
- (g) Election of Directors
- (h) Unfinished Business
- (i) New Business
- (j) Adjournment

The order of business at all Special Meetings of the Association shall include items (a) through (d) above, thereafter, the agenda shall consist of the items specified in the notice of meeting.

Board of Directors

Section 1. Number and Qualification. The affairs of the Condominium and of the Association shall be governed by a Board of Directors (hereinafter sometimes referred to as the Board). The Board shall initially be composed of three persons, all of whom must be co-owners of dwelling units in the Condominium Property or by duly authorized and appointed representatives of Commercial Associates, A South Carolina Partnership. So long as Commercial Associates, A South Carolina Partnership (hereinafter referred to as Developer), owns not less than two units, or until the annual meeting held in June, 1981, whichever occurs last, they shall have a right to select and designate a majority of the Board. The number of Directors may be increased at any annual meeting by a majority vote, subject to the intent and purpose expressed in this Article, and all such Directors shall be co-owners of units in the Condominium Project or such persons as otherwise expressed in this Section 1.

Section 2. Power and Duties. The Board of Directors shall have powers and duties necessary for the administration of the affairs of the Association and may perform all such acts and things except as by law or by the Master Deed or by these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to the following:

- (a) Compliance with all of the terms and conditions of the Master Deed and other documents and enforcement of same.
- (b) Surveillance, operation, care, upkeep and maintenance of the common elements.
- (c) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the property.
- (d) Collection of the common charges and expenses from the Unit Owners.
- (e) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.
- (f) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- (g) Opening of bank accounts on behalf of the Association and designating the signatories therefor.
- (h) Purchasing or leasing or otherwise acquiring in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, units offered for sale or lease or surrendered by their owners to the Board of Directors.

(i) Acquitting, operating, leasing, managing and otherwise trading and dealing with property, real and personal, including dwellings in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Master Deed.

(j) Selling, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with units acquired by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners.

(k) Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing of units on behalf of all Unit Owners.

(l) Obtaining of insurance for the Property, including the units pursuant to the provisions of these Bylaws and Master Deed.

(m) Making of repairs, additions and improvements to or alterations of the Property and making of repairs to and restoration of the Property in accordance with the other provisions of these Bylaws and Master Deed after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

Notwithstanding anything to the contrary contained in these Bylaws, so long as the Developer or its designee shall continue to own units representing 10% or more in common interest, the Board of Directors may not, without the Developer's written consent, (1) make any addition, alteration or improvement to the common elements or to any units or (2) assess any common charges for the creation of addition to or replacement of all parts of a reserve, contingency or surplus fund or (3) hire any additional employees or (4) enter into any service or maintenance contract for work not covered by contracts in existence on the date the said plan is declared effective or (5) borrow money on behalf of the Corporation.

Section 3. Election and Term of Office. The Board of Directors, until the annual meeting held in June, 1981, shall be composed of a majority of members selected by the Developer; provided that Developer shall thereafter have such right to selection so long as Commercial Associates, A Partnership, owns two units. At the first annual meeting of the association, the initial term of office of two (2) members of the Board shall be fixed at two (2) years; the term of office of three (3) members of the Board shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of two (2) years. The member of the Board shall hold office until their respective successors shall have been elected and hold their first meeting.

Section 4. Nominating Committee.

(a) A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting and the committee shall nominate not less than the number of candidates required to fill the vacated director-

ships. Other nominations may be made from the floor.

(b) The election shall be written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast as many votes as there are Directors to be elected.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member of the Board by a vote of the Association shall be filled by a vote of the majority of the remaining Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the predecessor Director.

Section 6. Removal of Members of the Board of Directors. Removal of any member or members of the Board of Directors shall only be exercised at a regular or special meeting of the Association. Removal may be with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. Within ten (10) days of election a newly elected Board shall meet at such time and place as shall be designated by a majority of the members of the Board of Directors at the meeting at which such Board members were elected by the Association. No Notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 8. Regular Meetings. The Board may hold regular meetings at such time and place as shall be determined from time to time, by a majority of the Board, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given by the Secretary-Treasurer, or other designated person, to each member of the Board, either personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

Section 9. Special Meetings. Special Meetings of the Board of Directors may be called by the President on three (3) days notice to each member of the Board of Directors, given personally or by mail, addressed to his residence, or by telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary-Treasurer in like manner and on like notice of the written request of at least two (2) members of the Board of Directors.

Section 10. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all of the members of the Board of Directors are present

at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. Director's fees, if any, shall be determined by the members of the Association.

Section 13. Fidelity Bonds. The Board of Directors may require that adequate fidelity bonds be furnished by all officers and employees of the Association and of the managing agent handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense to be paid by the Association.

Section 14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of the contracts made by the Board of Directors on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all Unit Owners in the common elements. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Directors, or the managing agent, or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder as his interest in the common elements bears to the interest of all Unit Owners in the common elements.

ARTICLE V

Officers

Section 1. Designation. The principal executive officers of the

Condominium Regime Association shall be a President, a Vice-President and a Secretary-Treasurer, all of whom shall be Directors, elected by the Association to serve their respective officerships. Each officer may be preemptorily removed by a vote of a majority of the Association at any meeting. The Board may appoint an assistant treasurer and an assistant secretary; other officers may be elected and their powers and duties designated as the Board shall find to be necessary to manage the affairs of the Association.

Section 2. Election of Officers. The officers of the Association normally shall be elected by the Association at the annual meeting and shall hold office at the pleasure of the Association.

Section 3. Removal of Officers. Any officer may be removed, either with or without cause, upon an affirmative vote of a majority of the Board of Directors; his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose, or at any meeting of the Association.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all Association meetings of the Regime and of the Board of Directors. He shall have all the powers and duties which are incident to the office of president of a horizontal property regime or nonprofit corporation organized under the South Carolina Business Corporation Acts of 1976 including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Board of Directors and of the Association of Unit Owners; he shall have charge of such books and papers as the Board may direct; he shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association, the Board of Directors, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors; and he shall, in general, perform all the duties incident to the offices of secretary and treasurer of a non-profit corporation organized under the South Carolina Business Corporation Acts of 1976. The treasurer, or any person performing his duties, may, at the discretion of a majority vote of the Board of Directors, be required to give bond in such sum and with such securities as may be specified by the Board for the faithful discharge of his duty.

Section 7. Agreements, Contracts, Deeds, Check, etc. All agreements,



contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

Section 9. Auditor. The Association may appoint and hire for compensations some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested of him by the Association.

## ARTICLE VI

### Obligations of the Unit Owners

Section 1. Determination of Common Expenses and Fixing of Common Charges.

The Board of Directors shall, from time to time, and at least annually, prepare an operating budget for the Association, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Association, and allocate and assess common charges and expenses among the Unit Owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of these Bylaws and the Master Deed and the fees and disbursements of the insurance escrow agent. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including, without limitation an amount for working capital of the Regime, for a general operating reserve, for a reserve fund for replacement, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners, of any unit whose owner has elected to sell or lease such unit or any unit which is to be sold at a foreclosure or other judicial sale. The Board shall advise all Unit Owners, promptly, in writing, of the amount of common charges and expenses payable by each of them, respectively, as determined by the Board, as aforesaid and shall furnish copies of such budget on which such common charge and expenses are based, to all Unit Owners and to their mortgages.

Section 2. Payment of Common Charges. All Unit Owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board shall determine. No Unit Owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer, or other conveyance by him (made in accordance with the provisions of the Master Deed of this Horizontal Property Regime and Association) of such unit, together with the appurtenant and common interests. In addition, any Unit Owner may, subject to the terms and conditions specified in these Bylaws, provided that his unit is free and clear of liens and encumbrances other than a

permissible mortgage and the statutory lien for unpaid common charges, convey his Unit, together with the corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall thereafter be liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit, except that a mortgagee (other than Developer) or other purchaser of a Unit shall not be subject to a lien for the payment of common charges accruing subsequent to the recording of the mortgages but prior to acquisition of title by such mortgagee or purchaser.

\* Section 3. Collection Assessments. The Board of Directors shall assess common charges against the Unit Owners from time to time and at least annually and shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

\* Section 4. Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Board of Directors the common charges as determined by the Board such Unit Owners shall be obligated to pay interest at the highest legal rate on such common charges from the due date thereof, together with all expenses, including attorney's fees from the initial retainer of attorney, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board of Directors shall have the right and duty to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Unit Owner or by foreclosure of the lien on such unit.

Section 5. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of all Unit Owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A Suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Statement of Common Charges. The Board of Directors shall promptly provide any Unit Owner so requesting a statement of common charges in writing with a written statement of all unpaid common charges due from such Unit Owner.

\* Section 7. Title. Every Unit Owner shall promptly cause to be duly recorded with the Charleston County, R.M.C. Office, the deed, lease, assignment, or other conveyance to him of his Unit or other evidence of his title thereto and file such evidence of his title with the Board of Directors through the manager, and the Secretary shall maintain such information in the record of ownership of the Association.

ARTICLE VII

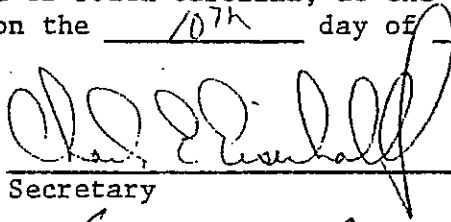
Amendments, Compliance and Conflict

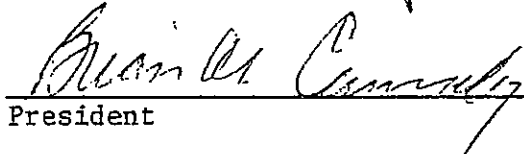
Section 1. Amendments. These Bylaws may be amended, modified or revoked by vote of the Board of Directors in a duly constituted meeting held for such purpose; no such action shall take effect unless approved by Unit Owners representing at least two thirds of the total value of the Regime Property as specified in the Master Deed, and unless such amendment, modification or revocation is embodied in an instrument recorded in the same office at which Bylaws are recorded.

Section 2. Compliance and Conflict. These Bylaws are designated and intended to comply with the Horizontal Property Act of South Carolina. In the event that any of these Bylaws conflict with the provisions of said Act, it is agreed and accepted that the provisions of the Act will apply and control.

The foregoing were adopted as the Bylaws of Lansing East Horizontal Property Regime, a corporation not for profit under the laws of the State of South Carolina, at the first meeting of the Board of Directors on the 10<sup>th</sup> day of October, 1980

APPROVED:

  
Secretary

  
President

Re Recorded

3K U123PG210

MATRIX, INC.  
REAL ESTATE

3K R 123PG337

POST OFFICE BOX 902, CHARLESTON, S. C. 29402  
803/723-7564

EXHIBIT F

- 944    A        General Electric Range & Hood
- B        Refrigerator
- C        Dishwasher
- D        Disposal
  
- 940    A        Sears Range and Hood
- General Electric Refrigerator
- General Electric Dishwasher
- General Electric Disposal
  
- B        Hotpoint Range and Hood
- GE Refrigerator
- GE Dishwasher
- GE Disposal
  
- C        Same as B
  
- D        Same as B,C,
  
- 936    A        Hotpoint Range and Hood
- B        GE Refrigerator
- C        GE Dishwasher
- D        GE Disposal
  
- 926    A        GE Range and Hood
- GE Refrigerator
- GE Disposal
- GE Dishwasher
  
- B        ]
- C        ]
- D        ] GE Range, Hood, Refrigerator, Dishwasher & Disposal
- E        ]
- F        ]
- G        ]
- H        ]

Re Recorded

R123-337  
FILED, INDEXED & RECORDED

3K U123PG210  
HAWKINS & MORRIS  
141 EAST 2ND ST.  
CHARLESTON, S. C. 29401

R123-337  
1980 OCT 13 PM 3:57 ✓

68.00  
~~1.00~~  
49.00

ROBERT H. KING  
REGISTER MESSE CONVEYANCE  
CHARLESTON COUNTY, S.C.

Relec. 68.00

12

Recorded this 13<sup>th</sup> day of Oct. 1980  
On Property Record Card

Pauline S. Koger

Auditor Charleston County

7H  
10-14-80  
517-03-00-004

Re  
FILED, INDEXED & RECORDED

U123-210  
1980 OCT 23 AM 11:13

ROBERT H. KING  
REGISTER MESSE CONVEYANCE  
CHARLESTON COUNTY, S.C.

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