

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

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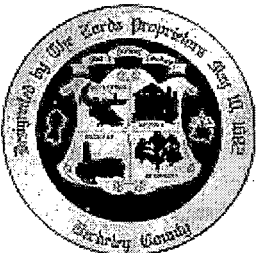
*** THIS PAGE IS PART OF THE INSTRUMENT ***



Instrument #:	2015036723	Return To:	WOODY LAW FIRM, MT PLEASANT
Receipt Number:	4478		622 JOHNNIE DODDS BLVD
Recorded As:	MASTERS DEED		MT PLEASANT, SC, 29464
Recorded On:	October 30, 2015	Received From:	WOODY LAW FIRM, MT PLEASANT
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Recorded By:	JENN LARA	Direct-	DI ASSOCIATES LLC
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*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$103.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

Building, Unit 402, South Building, Unit 403, South Building (hereinafter, collectively, the “*Original South Building Units*”), having acquired title to the Original South Building Units by deed of the Original Declarant dated January 26, 2010 and recorded in the ROD Office for Berkeley County in Book 8305, at Page 279;

WHEREAS, Joseph Bartone and John Truesdell are/were the current/most recent owners of one of the Original Units in the North Building, namely Unit 201, North Building, having acquired title to that unit by deed of the Original Declarant dated December 28, 2009 and recorded in the ROD Office for Berkeley County in Book 8268, at Page 249, with an interest having been transferred in that certain deed dated December 2, 2010 and recorded in the ROD Office for Berkeley County in Book 8731, at Page 021;

WHEREAS, David E. Hatchell and Candace O. Hatchell are the current/most recent owners of one of the Original Units in the North Building, namely Unit 202, North Building, having acquired title to that unit by deed of the Original Declarant dated May 27, 2008 and recorded in the ROD Office for Berkeley County in Book 7369, at Page 171;

WHEREAS, Raymond D. Turner III and Cynthia J. Turner are/were the current/most recent owners of one of the Original Units in the North Building, namely Unit 203, North Building, having acquired title to that unit by deed of Declarant dated July 11, 2013 and recorded in the ROD Office for Berkeley County in Book 10255, at Page 320;

WHEREAS, Myra Hayden Richie is/was the current/most recent owner of one of the Original Units in the North Building, namely Unit 301, North Building, having acquired title to that unit by deed of distribution of the Estate of Peter C. Coggeshall, Jr. dated June 16, 2015 and recorded in the ROD Office for Berkeley County in Book 11477, at Page 176;

WHEREAS, Helen J. Woody is/was the current/most recent owner of one of the Original Units in the North Building, namely Unit 302, North Building, having acquired title to that unit by deed of AJW Properties, LLC dated September 16, 2010 and recorded in the ROD Office for Berkeley County in Book 8615, at Page 210;

WHEREAS, Robert A. Behringer and Donna L. Behringer are/were the current/most recent owners of one of the Original Units in the North Building, namely Unit 303, North Building, having acquired title to that unit by deed of the Original Declarant dated February 14, 2008 and recorded in the ROD Office for Berkeley County in Book 7207, at Page 135;

WHEREAS, Mary V. Propes is/was the current/most recent owner of one of the Original Units in the North Building, namely Unit 401, North Building, having acquired title to that unit by deed of Ameris Bank dated January 27, 2015 and recorded in the ROD Office for Berkeley County in Book 11190, at Page 132;

WHEREAS, The Estate of Carl Lizza Jr. is/was the current/most recent owner of one of the Original Units in the North Building, namely Unit 402, North Building, Carl Lizza Jr. having acquired title to that unit by deed of the Original Declarant dated March 26, 2008 and recorded in the ROD Office for Berkeley County in Book 7252, at Page 137 (and Carl Lizza having subsequently died testate, with his estate currently being administered in the Probate Court for Charleston County in Case No. 2013-ES-10-000002C);

WHEREAS, Elizabeth Bild is/was the current/most recent owner of one of the Original Units in the North Building, namely Unit 403, North Building, having acquired title to that unit by deed of DI Associates, LLC dated July 13, 2015 and recorded in the ROD Office for Berkeley County in Book 11499 at Page 160 (hereinafter, Unit 201, North Building, Unit 202, North Building, Unit 203, North Building, Unit 301, North Building, Unit 302, North Building, Unit 303, North Building, Unit 401, North Building, Unit 402, North Building, and Unit 403, North Building may be collectively referred to as the "**Original North Building Units**");

WHEREAS, the Original Declarant also created The Oaks at Riverside Property Owners Association, Inc. (hereinafter, the "**Original Association**"), a nonprofit, non-stock association, the membership of which was limited to the owners of the Original Units, in order to manage the affairs of the Original Regime;

WHEREAS, Declarant, Joseph Bartone and John Truesdell, David E. Hatchell and Candace O. Hatchell, Raymond D. Turner III and Cynthia J. Turner, Myra Hayden Richie, Helen J. Wooddy, Robert A. Behringer and Donna L. Behringer, Mary V. Propes, The Estate of Carl Lizza Jr., and Elizabeth Bild (hereinafter, collectively, the "**Original Unit Owners**"), as the owners of all the Original Units in both the North Building and South Building have unanimously agreed: (A) to terminate the Original Regime, which will result in the Original Units no longer existing; (B) to terminate and dissolve the Original Association; and (C) that, upon the termination of the Original Regime and the dissolution of the Original Association, the provisions of the Original Master Deed shall no longer have any force or effect;

WHEREAS, upon the termination of the Original Regime, which was effected by the Original Unit Owners' execution and recording of that certain Declaration of Termination of Master Deed of The Oaks at Riverside Horizontal Property Regime (hereinafter, the "**Original Regime Termination Instrument**"), which was recorded immediately prior to the recording of this Master Deed: (A) the Original Units ceased to exist as separate parcels of real property; and (B) the Original Unit Owners became tenants in common with regard to all the land comprising the Original Property, including all improvements located thereon;

WHEREAS, immediately following the recording of the Original Regime Termination Instrument in the ROD Office for Berkeley County, the Declarant, as the sole owner of all the Original South Building Units, as well as the common elements and limited common elements associated therewith, quitclaimed to the owners of the Original North Building Units all of its right, title, and interest in and to the real property on which the North Building was constructed, identified as Lot 4, and described in more detail in the attached **Exhibit B** (hereinafter, the "**North Building Property**");

WHEREAS, immediately following the recording of the Original Regime Termination Instrument in the ROD Office for Berkeley County, Joseph Bartone and John Truesdell, David E. Hatchell and Candace O. Hatchell, Raymond D. Turner III and Cynthia J. Turner, Myra Hayden Richie, Helen J. Wooddy, Robert A. Behringer and Donna L. Behringer, Mary V. Propes, The Estate of Carl Lizza Jr., and Elizabeth Bild, collectively as the owners of all the Original North Building Units, as well as the common elements and limited common elements associated therewith, quitclaimed to Declarant all of their right, title, and interest in and to the real property on which the South Building was constructed, identified as Lot 9, and described in more detail in the attached **Exhibit A** (hereinafter, the "**South Building Property**");

WHEREAS, as a result of the recording of the Original Termination Instrument and the two (2) quitclaim deeds referenced above: (A) Joseph Bartone and John Truesdell, David E. Hatchell and

Candace O. Hatchell, Raymond D. Turner III and Cynthia J. Turner, Myra Hayden Richie, Helen J. Wooddy, Robert A. Behringer and Donna L. Behringer, Mary V. Propes, The Estate of Carl Lizza Jr., and Elizabeth Bild are now co-owners, as tenants in common, of the North Building Property, as described in Exhibit B; and (B) Declarant is the sole owner of South Building Property, as described in Exhibit A; and

WHEREAS, Declarant, as the sole owner of the South Building Property, now wishes to execute and record this Master Deed to organize and establish a new, separate horizontal property regime pursuant to the South Carolina Horizontal Property Act, S.C. Code Ann. § 27-31-10, et seq. (hereinafter, the “*Act*”), which new regime shall be known as The Oaks at Riverside South Horizontal Property Regime and shall consist of the nine (9) residential dwelling units in the South Building and the other common elements and limited common elements described herein.

**SUBMISSION OF PROPERTY
TO A HORIZONTAL PROPERTY REGIME**

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant, for itself and its successors and assigns, does hereby submit the South Building Property more fully described in the attached Exhibit A and all improvements located thereon, together with all easements, rights, and appurtenances thereunto belonging, and hereby creates thereon a horizontal property regime to be known as **The Oaks at Riverside South Horizontal Property Regime**, according to and subject to the terms and provisions of the Act, as it is now constituted; provided, however, that such submission shall be and is made subject to the further conditions, provisions, and restrictions contained herein, including all Exhibits attached hereto, all of which shall be covenants, conditions, and restrictions which shall run with the land and shall bind and inure to the benefit of Declarant, its successors, and assigns, and all subsequent owners of any interest in the South Building Property, their grantees, heirs, successors, executors, administrators, personal representatives, designees, or assigns.

**ARTICLE I:
Definitions**

Unless defined herein or unless the context requires otherwise, the words defined in § 27-31-20 of the Act, when used in this Master Deed or any amendment hereto, will have the meaning therein provided. The following words, as well as other defined terms set forth herein, when used in this Master Deed or any amendment or supplement hereto, unless the context requires otherwise, will be deemed to include the singular and plural forms as the context requires and have the following meanings:

“**Annual Assessment Period**” means the fiscal year of the Association established by the Association’s Board of Directors.

“**Appurtenant Interest**” means: (A) the undivided interest in the Common Elements appurtenant to a Unit; (B) the interest of an Owner in any Unit acquired by the Association or its designee on behalf of all Owners, or the proceeds of the sale or lease thereof, if any; and (B) the interest of an Owner in any other right, right of membership, claim, cause of action, or asset of the Condominium or the Association.

“**Articles of Incorporation**” means the Articles of Incorporation of The Oaks at Riverside South Property Owners Association, Inc., filed, or to be filed, with the Secretary of State of South Carolina. A copy of the Articles is attached hereto as Exhibit F.

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

“**Assigned Value**” means the value assigned to each Unit in accordance with the attached **Exhibit E** and utilized for purposes of computing the Percentage Interest appurtenant to such Unit, which Assigned Value shall not be relied upon to set the sales price of the Unit or to represent of the actual value of the Unit.

“**Association**” means The Oaks at Riverside South Property Owners Association, Inc., which is (or will be) a nonprofit, non-stock association, the membership of which is limited to the Unit Owners.

“**Board of Directors**” or “**Board**” means the Board of Directors of the Association, and “**Director**” or “**Directors**” means a member or members of the Board.

“**Building**” means the single four (4) story structure located on the Property (with the first level being a covered parking area, and the other three (3) levels containing three (3) residential Units each.

“**Bylaws**” means the Bylaws of the Association attached hereto as **Exhibit G**, as amended from time to time in accordance with the terms of the Bylaws and this Master Deed.

“**Common Area**” or “**Common Elements**” means all of the Regime property after excluding the Units and including those items defined as “General Common Elements” in Section 27-31-20 (f) of the Act. The Common Elements include the following: (A) easements through Units for conduits, ducts, plumbing, chimneys, wiring, and other facilities for the furnishing of utility services to Units and the Common Areas; (B) an easement of support in every portion of a Unit which contributes to the support of a Building; (C) easements through the Units and Common Areas for maintenance, repair, and replacement of the Common Areas; (D) installation for the furnishing of utility services to more than one Unit or to the Common Areas or to a Unit other than the one containing the installation, which installation will include ducts, plumbing, wiring, and other facilities for the rendering of such services; and (E) the tangible personal property required for the maintenance and operation of the Unit, even though owned by the Association.

“**Common Expenses**” means: (A) all expenses incident to the administration of the Association and maintenance, repair, and replacement of the Common Elements and Limited Common Elements, after excluding therefrom such expenses which are the responsibility of an Owner; (B) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners; (C) expenses declared to be Common Expenses by the Act or the Regime Instruments; and (D) reasonable reserves established for the payment of any of the foregoing.

“**Condominium**” means the form of ownership intended by the Master Deed; that is, ownership by Owners of individual Units, with a common right to a share of the Common Elements or Common Area.

“**Condominium Instruments**” or “**Condominium Documents**” or “**Regime Documents**” or “**Regime Instruments**” means this Master Deed, the Articles of Incorporation, the Bylaws, the Site Plan or Plat, and any Rules and Regulations promulgated by the Association which pertain to the Property and the Development. Any exhibit, schedule, or certification accompanying a Condominium Instrument and recorded or filed simultaneously therewith shall be deemed an integral part of that Condominium

Instrument. To the extent permitted by law, any amendment or certification of any Condominium Instrument shall, from the time of the recordation or filing of such amendment or certification, be deemed an integral part of the affected Condominium Instrument, whether or not such amendment or certification was made in accordance with the provisions of the Act.

“Condominium Regime” or **“Regime”** or **“Development”** means The Oaks at Riverside South Horizontal Property Regime, created by the recordation of this Master Deed, as set forth in § 27-31-30 of the Act.

“Daniel Island” means that certain mixed-use commercial and residential community located in the City of Charleston, County of Berkeley, State of South Carolina, as identified in the Master Declaration. The Property described herein is a portion of the property known as Daniel Island, and the Project is a “District” as that term is defined in the Master Declaration.

“Declarant” means DI Associates, LLC, a South Carolina limited liability company, its successors and assigns.

“Institutional Mortgage” will mean and refer to a first lien Mortgage (prior to all other Mortgage liens) encumbering a Unit or any portion of the Property held by a bank, trust company, insurance company, or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation. Such term will also mean and refer to the holder of any Mortgage securing a loan made by Declarant, its affiliates, successors, or assigns.

“Land” means the real property which is described in Exhibit A attached hereto.

“Limited Common Area” means that portion of the Common Area allocated for the exclusive use of the Owner of a Unit to which it is attached or assigned and those items mentioned or defined as “Limited Common Elements” in § 27-31-20(g) of the Act, and will include that portion of any Common Area that is pierced by a Unit’s interior stairs, if any; a Unit’s chimney structure and flue, if any; exterior stairs exclusively serving a Unit, if any; air conditioner units and condensers; hot water heaters and propane gas tanks located outside of a Unit and the spaces occupied by same; and any balcony, deck or patio adjacent to a Unit. Each Unit will be assigned, as a Limited Common Element, two (2) parking spaces as shown on the garage floor plan in Exhibit D and the exclusive right to use one wet slip identified on the dock plans shown in Exhibit D.

“Master Association” means Daniel Island Town Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

“Master Declaration” means the Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated March 2, 1999, and filed of record in the ROD Office for Berkeley County in Book 1587, Page 220, as may be supplemented and amended from time to time.

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

“Master Documents” means the governing documents of the Master Association, including the Master Declaration, the bylaws, articles of incorporation, design guidelines, and rules and regulations, if any, of the Master Association, as each may be supplemented and amended from time to time.

“**Member**” means each Owner who is a member of the Association.

“**Mortgage**” will mean and refer to a mortgage, security deed, deed of trust, installment land sales contract, or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Unit.

“**Mortgagee**” will mean and refer to the holder of a Mortgage.

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

“**Percentage Interest**” means the undivided percentage interest owned by each Owner as a tenant-in-common in the Common Areas.

“**Plans**” means and includes the site plan and the floor plans of the Project which are attached hereto in **Exhibit C** and **Exhibit D**. Such documents show the boundaries of the Land, the horizontal and vertical location of the improvements and amenities of the Project, and they are certified by a licensed engineer or architect in accordance with the provisions of the Act.

“**Project**” or “**Property**” means, collectively, the Land, the Building, and all other improvements and structures located thereon, and all easements, rights and appurtenances belonging thereto, submitted to the Act by this Master Deed, as amended from time to time in accordance with the provisions hereof.

“**Regime**” means The Oaks at Riverside South Horizontal Property Regime established by this Master Deed, including all appurtenances and incidents of ownership attendant therewith.

“**Rules and Regulations**” means the rules and regulations from time to time promulgated by the Board of Directors governing the use of the Common Areas and Units.

“**Transition Period**” means the time period commencing on the date of the recording of this Master Deed and ending on the earlier to occur of the following events: (A) the date that is one hundred twenty (120) months from the date of the recording of this Master Deed; (B) the date that is ninety (90) days after the conveyance in the ordinary course of business of the last Unit to an individual or entity other than the Declarant, or an affiliate of Declarant; or (C) the date that is ninety (90) days following the date the Declarant surrenders its authority as a Member of the Association to appoint and remove directors and officers of the Association by an express amendment to this Master Deed executed and filed of record in the ROD Office for Berkeley County, South Carolina.

“**Trustee**” means the Board of Directors acting as a fiduciary for the benefit of the Association and the Owners in holding certain funds and providing services as provided herein, or such bank or trust company authorized to do trust business in the State of South Carolina and appointed therefor by the Board of Directors.

“**Units**” or “**Residential Units**” means that part of the Project intended principally for residential use by an Owner, situate within the Unit boundaries described in in the Plans, and constituting an “apartment” as defined in the Act. Each Unit will be identified in **Exhibit D** by a specific letter, number or combination thereof, which identification will be sufficient to identify the Unit for all purposes. “Unit” or “Residential Unit” will also mean all the components of ownership held by an Owner, including not

only the rights and interests of the Owner in and to the Unit, but also the rights of use of an undivided interest in the Common Area.

ARTICLE II:

Administration of the Regime through the Association

2.1 The Association. The administration of the Regime will be the responsibility of the Association, which will be made up of all the Owners of Units in the Regime. The Association and the Owners will be governed by the Regime Instruments, as the same may be amended from time to time.

2.2 Membership. Each Owner of a Unit, including the Declarant, will be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Unit, and ownership of a Unit will be the sole qualification for such membership. In the event that fee title to a Unit is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto will automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidence of such membership. The foregoing is not intended to include any Mortgagee or any other person who holds an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate or otherwise affect an Owner's membership in the Association.

2.3 Agreements. The Association, through its Board of Directors, will be and hereby is authorized to enter into such contractual arrangements, including without limitation, management contracts, as it may deem necessary or desirable for the administration and operation of the Regime; subject, however, to the following limitations: (A) the Association will not enter into any contractual arrangement with a term of longer than two (2) years without the consent of a majority of the Owners voting in person or by proxy at a meeting duly called for the express purpose of approving such contractual arrangement; and (B) any agreements entered into during the Transition Period will provide that such contractual arrangement is subject to termination without cause at any time after the expiration of the Transition Period without a penalty upon not more than ninety (90) days prior written notice from the Association; and failing to contain such a provision, the Association will not be bound directly or indirectly by such contractual arrangement.

Anything contained herein to the contrary notwithstanding, the following contracts will be exceptions to the above referenced limitations on the Association's right to enter into contracts on behalf of the Regime: (A) any contract with a utility company if the rates charged for the materials or services are subject to regulation by the South Carolina Public Service Commission; provided, however, that the term of the contract will not exceed the shortest term for which the utility will contract at the regulated rate in effect at the contract date; (B) any prepaid casualty and/or liability insurance policy with a term not to exceed three (3) years, provided that the policy permits short rate cancellation by the insured; (C) any contract for cable television services and equipment or satellite dish television services and equipment for a term not to exceed five (5) years, provided the supplier is not an entity in which the Declarant has a direct or indirect ownership interest of ten (10%) percent or more; and (D) any contract for the sale or lease of burglar and/or fire alarm equipment, installation and/or services for a term not to exceed five (5) years, provided the supplier is not an entity in which the Declarant has a direct or indirect ownership interest of ten (10%) percent or more.

Each Owner, by acquiring or holding an interest in any Unit, thereby ratifies and agrees to be bound by the terms and conditions of all such contractual arrangements entered into by the Board of Directors on behalf of the Association prior to the conveyance of the Unit or interest therein to such

Owner.

2.4 Books and Records. The Association will keep full and accurate books of account and financial records showing all receipts and disbursements. In particular, the books will be maintained with a detailed account, in chronological order, of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Area as well as other expenditures incurred. Vouchers accrediting the entries made thereupon will also be maintained in chronological order.

2.5 Financial Statements. No later than one hundred twenty (120) days after the close of any fiscal year of the Association, the Association will cause financial statements for such fiscal year to be prepared (but not necessarily certified) by a public accountant licensed in the State of South Carolina. Copies of these financial statements will be delivered by mail or personal delivery to each Owner.

2.6 Access to Information. The Association will make available to the Owners of any Unit and to any Mortgagee current copies of the Regime Instruments and the books, records, vouchers, contractual arrangements and financial statements of the Association. "Available" means available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association may charge reasonable copying costs for any requested copies or extracts. Any party entitled to the benefits of this Section will be permitted to designate one or more agents who will be permitted to represent said party in connection with any and all reviews of the Regime Instruments and books, records, contractual arrangements and financial statements of the Association.

2.7 Rules and Regulations. The Board of Directors will be entitled to promulgate reasonable Rules and Regulations from time to time, which will be binding on the Association and all Owners and lessees of Owners, their families, invitees, and guests, regarding the use and enjoyment of Units and Common Area. Copies of the current Rules and Regulations, if any, will be furnished to Owners and lessees of Owners upon request.

2.8 Professional Property Manager. The Board of Directors may, but shall not be obligated to, retain a professional property management company to manage the day-to-day affairs of the Association.

2.9 Collections and Remission of Optional Cable Television, Telephone and Other Charges; Master Utility Charges. The Board of Directors will be entitled to collect fees charged to those Unit Owners who elect to receive any optional telephone service, television cable service, and/or other service made available to the Unit Owners through the Regime and remit the same to the provider thereof on behalf of such Unit Owners. Such elective costs and expenses will not be deemed a Common Expense hereunder, but will be charged to the Unit Owners separately from their Assessment. Furthermore, the Board of Directors will pay any master utility meter charge, base cable to all Units, or other blanket utility fee for services to all Units not otherwise separately metered or charged to individual Units. Such master cost and expense will be a Common Expense hereunder; provided, however, that in the event actual costs exceed budgeted costs, such excess may be prorated and charged to the Units Owners separately from their Assessment and will not require a Special Assessment or other extraordinary measure of collection.

2.10 Master Association. Each Owner, by acceptance of a deed to a Unit, acknowledges and agrees that, pursuant to the Master Documents, all Owners shall be Members of the Master Association and shall be subject to the Master Documents. Each Owner further acknowledges that, pursuant to the Master Documents, the Project has been or may be designated as a "District" (as such term is defined in

the Master Documents).

If there are conflicts between the provisions of South Carolina law, the Master Documents, this Master Deed, the Bylaws, and the Articles of Incorporation of the Association, then the provisions of South Carolina law, the Master Documents, the Master Deed, the Articles, and the Bylaws (in that order) shall prevail.

2.11 Right of Enforcement. The Association may enforce the provisions of the Master Documents and the Regime Instruments for the benefit of the Master Association, the Association, and their respective members. In addition, the Association, by contract or other agreement, may enforce county, state, and federal ordinances, if applicable, and permit local and other governments to enforce ordinances on the Property for the benefit of the Association and its members.

2.12 Cooperation with the Master Association, District, and Other Associations. The Association may contract or cooperate with the Master Association or any other property or property owners associations or entities within Daniel Island as convenient or necessary to provide services and privileges and to fairly allocate costs among the parties utilizing such services and privileges which may be administered by the Association or other such organizations, for the benefit of Owners and their family members, guest, tenants and invitees. The costs associated with such efforts by the Association (to the extent not chargeable to other organizations) shall be a Common Expense, if for the benefit of all Owners (as determined in the sole discretion of the Board) or shall be a specific assessment if for the benefit of one or more but less than all Owners (as determined in the sole discretion of the Board).

2.13 Powers of the Master Association Relating to the Association. The Master Association shall have such authority as set forth under the Master Documents, or under any other covenants or instruments affecting the Project. The Master Association shall give the Association written notice of any action required to be taken by the Association pursuant to this Section. Such action shall be taken within the time frame set forth in such written notice. If the Association fails to comply with the requirements set forth in the notice, the Master Association shall have the right to commence such action on behalf of the Association and shall assess Owners for their pro-rata share of any expenses incurred in connection with the foregoing in the manner provided in Section 8.6 of the Master Declaration. Such assessments may be collected as a special assessment thereunder and shall be subject to all lien rights provided for therein.

2.14 OCRM Jurisdiction. At least a portion of the facilities described herein are or shall be built and used on authority of one or more permits issued by the Office of Ocean and Coastal Resource Management (“*OCRM*”) of the South Carolina Department of Health and Environmental Control (formerly known as, “The South Carolina Coastal Council”). Any such permit may be revoked by OCRM at any time in accordance with the terms and conditions thereof and in accordance with applicable law. All activities on or over, and all uses of the submerged land subject to this Master Deed are subject to the jurisdiction of OCRM, including, but not limited to, the requirement that any activity or use must be authorized by OCRM.

ARTICLE III: Property Rights

3.1 Units. The Project consists of nine (9) Residential Units in one Building. The Residential Units are designated as follows:

Unit 201

Unit 202
Unit 203
Unit 301
Unit 302
Unit 303
Unit 401
Unit 402
Unit 403

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

3.2 Description of Units. The dimensions, area and location of the Units are as set forth in the attached Exhibit C and Exhibit D and are generally intended to include the following:

- A. In addition to the description of each Unit as set forth herein, each Residential Unit contains all space within the area bounded by the unfinished interior surface of the perimeter walls, windows, window frames, doors and door frames and trim, and the lowest floor and the uppermost ceiling of such Unit. Bearing walls located within the interior of a Unit are Common Areas, not part of the Unit, except the finished surfaces thereof. Specifically included in each Unit are the finished surfaces of the Unit, paint, plaster, wallpaper, tiles, paneling, sheetrock or drywall material, acoustic or ceiling tile, carpeting, and interior non-load bearing walls contained within the boundaries of each Unit as shown on the floor plans attached hereto, together with all interior doors, the main entrance door and frame, windowpanes, window frames, sliding glass doorframes, sliding glass panels, window screens, light fixtures, installed bathroom and kitchen appliances, piping in connection therewith, and installed heating and air condition devices and attachments measured from the interior of the Unit up to, but not including the point at which the unfinished surface of the lower most floor, upper most ceiling, and parametric walls of the Unit reach.
- B. Each Residential Unit will include the heating, hot water and air conditioning apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit.
- C. The porches or balconies attached to each Unit shall be Limited Common Areas but shall be the responsibility of the Association to maintain. As set forth in more detail herein, the Owner of a Unit shall be responsible for the maintenance, repair and upkeep of the Unit and its appurtenances subject to the rules, regulations, covenants, and conditions set forth or incorporated herein by reference.

3.3 Modification of Units. The Declarant, on behalf of itself, its successors, and assigns, hereby reserves the right to modify or reconstitute, at any time and from time to time, one or more Residential Units owned by Declarant or its affiliates without the consent of the Association or any Owner other than those who may be directly affected by such modification; provided, however, that the

aggregate Percentage Interest assigned to the Units so affected will not change even though the same may be reallocated among such Units. If Declarant makes any changes in Units pursuant to this Section, such changes will be reflected by an amendment of this Master Deed which will be duly recorded in the ROD Office for Berkeley County, South Carolina. Such amendment will not require the consent of Owners other than the Declarant.

3.4 Common Area and Limited Common Area.

- 3.4.1 Percentage Interest. The Owners will own the Common Area together as tenants in common, with each Unit having, appurtenant thereto, the Percentage Interest in the Common Areas set forth in Exhibit E; provided, however, that the use of the Limited Common Areas will be restricted as set forth further in this Master Deed. The Percentage Interest appurtenant to each Unit has been determined by dividing the Assigned Value of the respective Unit as shown on Exhibit E by the aggregate Assigned Value of all Units as shown on Exhibit E. The value assigned to any Unit in Exhibit E does not represent the sales price, a square footage price or market value of the Unit and will only be utilized for purposes of computing the Percentage Interest appurtenant to the respective Unit.
- 3.4.2 Inseparability of Percentage Interests. The Percentage Interest in the Common Area cannot be separated from the Unit to which it appertains and will be automatically conveyed or encumbered with the Unit even though such Percentage Interest is not expressly mentioned or described in the deed or other instruments.
- 3.4.3 No Partition. The Common Area will remain undivided and no right to partition the same or any part thereof will exist except as provided in the Act, the Bylaws, and this Master Deed.
- 3.4.4 Use of Common Area. The Common Area will be used in accordance with the intended purposes without hindering the exercise of or encroaching upon the rights of other Owners. The Board of Directors will, if any question arises, determine the purpose for which a part of the Common Area is intended to be used. All Owners and lessees of Owners, their families, invitees and guests will abide by all Rules and Regulations from time to time in effect governing the use of the Common Area.
- 3.4.5 Use of Limited Common Area. Anything to the contrary contained herein notwithstanding, ownership of each Unit will entitle the Owner(s) thereof to the exclusive use of the Limited Common Area adjacent and appurtenant to such Unit, which exclusive use may be delegated by such Owner(s) to persons who reside in his Unit. All Owners and lessees of Owners, their family members, invitees and guests shall abide by all Rules and Regulations from time to time in effect governing the use of the Limited Common Area. Unless otherwise noted herein, an Owner will be responsible for maintenance and repair of the Limited Common Area appurtenant to his Unit as set forth in Article VIII of this Master Deed.
- 3.4.6 Reservation of Easements and Use and Expansion Rights. The Common Areas

will be subject to all easements and use rights, if any, reserved by the Declarant hereunder.

3.5 Status of Title of Project. The Declarant represents to the Association and all the Owners that, as of the effective date hereof, the Declarant has marketable, fee simple title to the Project. The rights and interests of all Owners in and to the Project will be subject only to the following: (A) liens for real estate taxes for the current year and subsequent years; (B) existing and/or recorded easements, conditions, covenants, declarations, reservations and restrictions including, without limitation, those set forth in this Master Deed and the Master Declaration; (C) easements and use rights, if any, reserved by the Declarant hereunder; and (D) applicable governmental regulations, including zoning laws, which may be imposed upon the Project from time to time and any permitted exceptions to title contained in the sales agreement or contract for the Units. Furthermore, the Project, including each Unit, the Common Areas, and the Limited Common Areas, are further declared to be subject to the covenants, conditions, restrictions and easements under this Master Deed, the Bylaws, and the Articles of Incorporation and any amendments thereto.

3.6 Designated Parking Spaces as Limited Common Elements. The Owner of each Unit within the Regime shall have the exclusive right and privilege of using those two (2) parking spaces assigned to his Unit, as designated by Unit numbers in the attached **Exhibit D**. Such parking spaces shall be considered Limited Common Elements. Notwithstanding anything contained in this Section, as set forth in more detail herein, the Board of Directors may promulgate Rules and Regulations restricting parking on and about the other portions of the Property, however, Declarant offers no promises or guarantees concerning the availability of parking except with respect to the two (2) assigned parking spaces described above.

3.7 Dock and Boat Use.

3.7.1 Dock Walkways as General Common Elements; Exclusive Right to Use Boat Slips. The walkways of the docks shown on the attached **Exhibit D** shall be considered General Common Elements. The Board shall have the right, in the future, to establish or adopt specific Rules and Regulations regarding the walkways of the docks in its sole discretion. Such Rules and Regulations shall be binding upon all Unit owners, and all individuals permitted to enter the Development.

The docks shown on **Exhibit D** contain nine (9) boat slips (one for each Unit) for the use and enjoyment of the Unit Owners. The owner of each Unit within the Regime shall have the exclusive right and privilege of using that boat slip assigned to his Unit, as designated by the Declarant in its sole discretion.

With regard to the walkways of the docks, all maintenance, repairs, and replacements shall be made by the Association or its managing agent and shall be charged to all Units as a Common Expense. If any maintenance, repair, or replacement of any portion of the docks is required because of the negligent or willful act or omission of an Owner of a Unit, then such Unit owner shall be responsible for such maintenance, repair, or replacement. Any expense incurred by the Association for such maintenance, repair, or replacement that is not paid by or on behalf of the responsible Unit Owner, or is not paid or payable to the Association from insurance proceeds, shall be a personal obligation of such Unit

Owner. If the Unit Owner fails to repay or cause to be repaid such expenses incurred by the Association within five (5) days of receipt of written notice from the Association of the amount owed, then the expense incurred as a result of the failure to repay shall be added to and become a part of the Assessment to which the Owner and his Unit are subject, and shall become a lien against the Unit as provided herein.

- 3.7.2 Board's Right to Restrict Boat Usage. The Board of Directors shall have discretion to determine that a Unit Owner's storage of a particular vessel or boat in his designated boat slip is inappropriate or unreasonable under the circumstances if the storage of such vessel or the particular use of such boat slip imposes on other Unit owners' use of the Property, use of his slip, and/or affects the orderly operation of the dock.
- 3.7.3 Insurance on Boats. Every Unit Owner must ensure that any boat or vessel stored in his designated boat slip is insured with policies of insurance covering the subject vessel. The owner of such boat or vessel stored in a designated boat slip shall also obtain and maintain policies of insurance covering his personal liability arising in the use of his boat. The Board may require evidence of such insurance at any time for any reason. The Association and the Board shall not be responsible for any casualty or damage to any boat stored in the boat slips of the Regime.
- 3.7.4 Preparation for Storms or Other Natural Disasters. Nothing herein provided is intended, nor shall it be deemed to provide, that the Association is obligated to take any particular action with regard to boats or vessels stored in the Regime boat slips in preparation for any sort of storm or natural disaster. In the absence of a specific budget item therefor or the adoption of a specific resolution by the Board of Directors contrary to this Section, each Unit Owner (or the owner of the boat stored in the boat slip assigned to such Unit Owner) shall be solely responsible for protecting any boat from an impending hurricane or storm, including, but not limited to, removing any boat or vessel and relocating it away from the Development.
- 3.7.5 OCRM Jurisdiction. At least a portion of the facilities described herein are, or shall be, built and used on the authority of one or more permits issued by OCRM and/or the United States Army Corps of Engineers (hereinafter, the "*Corps*"). Any such permit may be revoked at any time in accordance with the terms and conditions thereof and in accordance with applicable law. All activities on or over, and all uses of the submerged land subject to this Master Deed are subject to the jurisdiction of OCRM and/or the Corps, including, but not limited to, the requirement that any activity or use must be authorized by OCRM and/or the Corps.

Notwithstanding anything contained in this Section, the Board of Directors may promulgate Rules and Regulations restricting the use of boats stored in the Regime boat slips and the use of the docks, in general.

- 3.8 Roof Access. The Owner of a Unit shall be entitled to access the patio area of the roof of

the Building, as graphically depicted in the attached **Exhibit D**, and to use such space for recreation or the specific uses permitted by the Board. Such patio roof space shall be considered General Common Elements, for the use of all Owners, subject to the provisions of this Master Deed. The Board shall have the right to promulgate Rules and Regulations restricting use of the roof following the recording of this Master Deed, and such Rules and Regulations shall be binding on all Unit owners.

3.9 Porches. The Owner of a Unit shall have the exclusive right, subject to the other provisions of this Master Deed, to use the porch(es) attached to his Unit, as depicted on the attached **Exhibit D**. However, such porches shall not be considered part of the Unit; rather, they shall be considered Limited Common Elements. The Board shall have the right to promulgate Rules and Regulations restricting use of these porches following the recording of this Master Deed, and such Rules and Regulations shall be binding on all Unit owners. The Board shall specifically have the right to institute a weight limit for the porches, and therefore restrict certain items of personal property (such as hot tubs) from being placed or installed on such porches. Notwithstanding anything contained herein to the contrary, the porches or balconies attached to each Unit as Limited Common Elements shall be the responsibility of the Association to maintain.

3.10 Flooring Changes. In order to replace or change the flooring material of an Owner's Unit, such Unit Owner must first obtain the approval of the Association. By the recording of this Master Deed, each Unit Owner shall be deemed to have consented to this provision, the intent of which is to promote privacy and to avoid unnecessary noise being transmitted between Units within the Regime.

ARTICLE IV: Assessments

4.1 Creation of Lien and Personal Obligation for Assessments. Each Unit is and will be subject to a lien and permanent charge in favor of the Association for the Assessments set forth herein. Each Assessment, together with interest thereon and cost of collection thereof as hereinafter provided, will be a permanent charge and continuing lien upon the Unit against which it relates, and will also be the joint and several personal obligation of each Owner of such Unit at the time the Assessment comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Unit, and each and every Owner, by acquiring or holding an interest in any Unit, thereby covenants to pay such amounts to the Association when the same will become due; provided, however, that no Owner acquiring title to any Unit at a foreclosure sale of any Institutional Mortgage will have any personal obligation with respect to the portion of any Assessments (together with late charges, interest, fees and costs of collection) related to such Unit that accrued prior to such Owner's acquisition, and the lien for such Assessments is subordinate to the lien of the Institutional Mortgage being foreclosed as provided herein.

4.2 Annual Assessments. At least thirty (30) days prior to the Association's next succeeding Annual Assessment Period, the Board will adopt a budget for the next succeeding Annual Assessment Period by estimating the Common Expenses to be incurred during such Annual Assessment Period, including a reasonable allowance for contingencies and operating and replacement reserves, such budget to take into account the projected anticipated income which is to be applied in reduction of the amount to be collected as an assessment. Upon adoption of the budget, a copy will be delivered to each Owner. The Annual Assessment fixed against each Unit will be based upon said budget and in proportion to the respective Percentage Interests of each Unit subject to assessment, and the Board will give written notice to each Owner of the Annual Assessment fixed against his Unit for such next succeeding Annual Assessment Period; provided, however, that the delivery of a copy of said budget will not be a condition precedent to an Owner's liability for payment of such Annual Assessment.

The Annual Assessment will not be used to pay for the following: (A) casualty insurance of individual Owners on their possessions Units and liability insurance of such Owners insuring themselves and their families individually, which will be the sole responsibility of such Owners; (B) all utilities, including but not limited to, telephone, gas, water, and electrical, which are not billed to the Association (and shall be the sole responsibility of the Owners of such Units); (C) ad valorem taxes assessed against Units; (D) other charges or expenses related solely to individual use or occupancy of any Unit.

Notwithstanding the above, if the Board, in its reasonable discretion, deems it necessary at any time during the course of its fiscal year to adjust or modify the Annual Budget it had previously adopted to enable it to meet the obligations of the Association and to continue to operate the Regime properly, consistent with its functions and responsibilities, it may do so, and copies of the revised Annual Budget, and the revised Annual Assessment resulting therefrom, shall be sent to all Members.

It is anticipated that ad valorem taxes and other governmental assessments, if any, upon the Project will be assessed by the taxing authority upon the Unit, and that each assessment will include the assessed value of the Unit and of the undivided interest of the Owner in the Common Areas. Any taxes or governmental assessments upon the Project which are not assessed against individual Units will be included in the Association's budget as a recurring expense and will be paid by the Association as a Common Expense. Except as otherwise provided herein, each Owner is responsible for making his own return of taxes and such return will include such Owner's undivided interest in the Common Area as such undivided interest is determined by law for purposes of returning taxes.

4.3 Special Assessments. In addition to the Annual Assessments, the Board of Directors may levy Special Assessments in any calendar year for the purpose of: (A) supplementing the Annual Assessments if the same are inadequate to pay the Common Expenses; and (B) defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of the Common Areas.

4.4 Date of Commencement of Annual Assessments; Due Dates. Although the Annual Assessment is calculated on a yearly basis for the Annual Assessment Period, each Owner of a Unit will be obligated to pay to the Association or its designated agent such Assessment in equal monthly installments on or before the first day of each month during such Annual Assessment Period. The obligation of Owners regarding the payment of monthly portions of the Annual Assessment provided for in this Article will, as to each Unit, commence upon the closing of the purchase/sale of a Unit. The first monthly payment of the Annual Assessment for each such Unit will be an amount equal to the monthly payment for the Annual Assessment Period in progress on such commencement date, divided by the number of days in the month of conveyance, and multiplied by the number of days then remaining in such month.

The Association will, upon demand at any time, furnish any Owner liable for any such Assessment a certificate in writing signed by an Officer of the Association or the manager of the Association, setting forth whether the same has been paid. A reasonable charge, as determined solely by the Board, may be made for the issuance of such certificate. Such certificate will be conclusive evidence of payment of any Assessment stated to have been paid as to any person or entity who has relied on the certificate to his detriment.

4.5 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; Lien against Units; Remedies of Association. If an Assessment is not paid on the date when due, as herein above provided, then such Assessment, together with such late charges and interest thereon and any costs

of collection as hereafter provided, will be a charge and continuing lien on the Unit to which it relates, and will bind such property in the hands of the Owner, his heirs, legal representatives, successors, and assigns. The personal obligation of the then Owner to pay such Assessment, however, will remain his personal obligation, and if his successors in title assume his personal obligation, such prior Owner will nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer. Furthermore, such prior Owner and his successor in title who assumes such liabilities will be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and his successor in title creating the relationship of principal and surety as between themselves, other than one by virtue of which such prior Owner and his successor in title would be jointly and severally liable to pay such amounts.

Any Assessment which is not received within ten (10) days of the due date thereof, or within any established grace period, will incur a late charge of Twenty Five and NO/100 (\$25.00) Dollars per month or such greater monthly amount as may be set by the Board of Directors. If so directed by the Board of Directors with respect to all late payments, Assessments and late charges will begin to accrue simple interest at the rate of eighteen (18%) percent per annum. In addition, in the event any Assessment is not received within thirty (30) days of the due date thereof, the Board of Directors will have, in its sole discretion, the right to declare the balance of the Assessment for the Annual Assessment Period then in effect immediately due and payable upon written notice to the defaulting Owner.

The Association, through its Board of Directors, may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against the Unit to which it relates or pursue both such courses at the same time or successively. In any event, the Association will be entitled to recover reasonable attorney's fees actually incurred and all other costs of collection. Each Owner, by his acceptance of a deed or other transfer of a Unit, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. All Owners, to the fullest extent permitted by law, waive the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by the Association against any Owner in the event of such foreclosure and further waive all benefits that might accrue to any Owner by virtue of any present or future homestead exemption or law exempting any Unit or portion thereof from sale. If the Association commences to foreclose its lien, the Owner may be required to pay a reasonable rental for the Unit after the commencement of the action and at its option the Association will be entitled to the appointment of a receiver to collect such rents. The Association will have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may be relieved from liability from the Assessment provided for herein by abandonment of his Unit or otherwise.

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

4.6 Declarant's Unsold Units. Anything contained in this Article to the contrary notwithstanding, so long as the Declarant owns any Unit for sale, the Declarant may annually elect either to pay the regular Assessment for each such Unit or to pay the difference between the amount of Assessments collected on all other Units not owned by the Declarant and the amount of actual expenditures by the Association during the fiscal year, but not in a sum greater than its regular Assessment. Unless the Declarant otherwise notifies the Board in writing at least sixty (60) days before

the beginning of each fiscal year, the Declarant will be deemed to have elected to continue paying on the same basis as during the immediately preceding year. Furthermore, so long as the Declarant owns any Unit for sale, the Declarant may, but will not be obligated to, reduce the regular Assessment for any year to be paid by Owners of Units, which may be a contribution to the Association, an advance against future regular Assessments due from said Owners, or a loan to the Association, in the Declarant's sole discretion. The amount and character (contribution, advance or loan) of such subsidy will be conspicuously disclosed as a line item in the budget and will be made known to the Owners. The payment of such a subsidy in any year will under no circumstances obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

4.7 Subordination of the Charges and Liens to Institutional Mortgages. The lien and permanent charge for the Assessments (together with late charges, interest, fees and costs of collection) authorized herein with respect to any Unit is hereby made subordinate to the lien of the Master Association for delinquent assessments and other charges due under the Master Documents, and the lien of any holder of an Institutional Mortgage or its assigns placed on such Unit, and all Assessments with respect to such Unit having a due date on or prior to the date such Institutional Mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated to an Institutional Mortgage is only such lien and charge as relates to Assessments authorized hereunder having a due date subsequent to the date such Institutional Mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such Institutional Mortgage.

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

To the extent any subordinated lien and permanent charge for any Assessment is extinguished by foreclosure of any Institutional Mortgage, then the amount(s) otherwise secured thereby which cannot be collected will be deemed a Common Expense collectible from all Owners, including the person who acquires title through the foreclosure sale.

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

4.9 Working Capital Assessment. Notwithstanding anything to the contrary in this Master Deed, a working capital fund will be established for the Association by collecting from each Owner who acquires title to his Unit from the Declarant, a Working Capital Assessment amounting to 2/12th of the Annual Assessment then in effect, which Assessment will be due and payable at the time of transfer of each Unit by the Declarant to any other Owner. Each such Owner's share of working capital, as aforesaid, will be transferred to the Association at the time of closing the conveyance from the Declarant to the Owner. Such sum will be kept with the general funds of the Association but will not be considered an advance payment of the Annual Assessment.

4.10 Insurance Reimbursement Fee. As set forth further in Section 5.9 of this Master deed, if, at the time of the closing on a Unit, the Declarant or the Association has paid for an insurance policy or policies for the benefit of the entire Regime, then the new Unit Owner may be required to reimburse Declarant or the Association, as applicable, for the Owner's pro-rata share of such insurance. Payment of such insurance reimbursement fee shall not satisfy the Owner's obligation to pay regular Regime fees or Assessments.

4.11 Master Association Assessments. Each Owner acknowledges that the Assessments and other charges provided for herein are in addition to, and not in lieu of, any assessments and other charges provided for in the Master Documents or required by the Master Association. Unless otherwise directed by the Master Association, the Association shall be responsible for collecting from Owners and paying to the Master Association such assessments and other charges due to the Master Association at the time and place directed by the Master Association.

ARTICLE V:
Insurance and Casualty Losses

5.1 Regime Insurance. The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a "master" or "blanket" type policy or policies of property insurance covering the entire Project, except for the following: (A) land, foundation, excavation, or other items normally excluded from coverage; (B) all improvements and betterment made to Units by Owners at their expense; and (C) personal property of Owners and lessees of Owners, their families, invitees and guests. Such coverage will also insure supplies, equipment and other personal property of the Association. All policies of property insurance will be single entity condominium insurance coverage. The master insurance policy will afford, at a minimum, protection against loss or damage by fire and other perils normally covered by standard extended coverage endorsements; and all other perils which are customarily covered with respect to condominium projects similar in construction, location and use, including all perils normally covered by a standard "all risk" endorsement, where such is available. The policy will be in an amount equal to one hundred percent (100%) of the current replacement cost of the Project, exclusive of land, foundations, excavation, and other items normally excluded from coverage. A "deductible amount" not to exceed the lesser of Ten Thousand and NO/100 (\$10,000.00) Dollars or one percent (1%) percent of the policy face amount may be included at the discretion of the Board of Directors if a material savings, as determined by the Board in its sole discretion, in premium cost results therefrom, but the deductible amount will be considered a Common Expense and borne by the Association regardless of the number of Owners directly affected by the loss and reserves will be established therefor.

The name of the insured under the master policy will be substantially as follows: "The Oaks at Riverside South Property Owners Association, Inc. for the use and benefit of the Individual Owners of Units in The Oaks at Riverside South Horizontal Property Regime." Loss payable provisions will be in favor of the Association and the Trustee, as a trustee for each Owner, and each such Owner's Mortgagee as the interests of such parties may appear. Each Owner and his respective Mortgagee, if any, will be beneficiaries of the policy in a percentage equal to the Percentage Interest attributable to the Unit owned by such Owner. All policies will contain a standard mortgagee clause, or equivalent endorsement (without contribution), which is commonly accepted by Institutional Mortgage investors in the area in which the Project is located, and which appropriately names all Mortgagees or their servicer in such form as requested by such Mortgagees or their servicer.

All policies will be written with a company holding a general policyholder rating of "A" or better

by Best's Insurance Reports and in a financial category of Class VI or better in Best's Key Rating Guide. Policies are unacceptable where: (A) under the terms of the insurance carrier's charter, Bylaws or policy, contributions or assessments may be made against the Association, Owners, Mortgagees or the designees of Mortgagees; (B) by the terms of the carrier's charter, Bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members; or (C) the policy includes any limiting clause (other than insurance provisions) which could prevent Mortgagees or Owners from collecting insurance proceeds. Policies may not be cancelable or substantially modified by any party without at least ten (10) days prior written notice to the Association and each Mortgagee which is listed as a scheduled holder of a first Mortgage in the insurance policy. Policies should also contain a "special condominium endorsement" or its equivalent which provides for the following: recognition of any insurance trust agreement; a waiver of the rights of subrogation against Owners individually; the insurance is not prejudiced by any act or negligence of individual Owners which is not under the control of the Association or such Owners collectively; and the policy is primary in the event the Owner has other insurance covering the same loss.

The Association will provide copies of all policies to Owners and/or Mortgagees requesting the same for a charge not to exceed reasonable copying cost.

5.2 Personal Insurance for Unit. Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner will be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Owners and their Mortgagees, may realize under any insurance policy which the Association may have in force on the Project at any particular time. Any diminution in insurance proceeds otherwise payable under the Association's policies that results from the existence of any Owner's policy will be chargeable to the Owner who acquired such other insurance. Any Owner who obtains an individual insurance policy covering any portion of the Project, other than the personal property belonging to such Owner, will file a copy of such policy with the Association within thirty (30) days after purchasing such insurance. Each Owner, at his own expense, may obtain on his Unit or the contents thereof, title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterment and personal property damaged and lost. In addition, any improvements made by an Owner within his Unit may be separately insured by the Owner under an "improvements insurance" policy or rider; provided, however, if an Association's policy provides such "improvements insurance," any diminution in the Association's insurance proceeds resulting from the existence of an Owner's "improvements insurance" will be chargeable to such Owner. Each Owner will be required to notify the Association of all improvements made by such Owner to his Unit, the value of which exceeds Ten Thousand and NO/100 (\$10,000.00) Dollars.

5.3 Liability Insurance. The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a policy of comprehensive general liability insurance coverage covering at a minimum all of the Common Area. Coverage limits will be in amounts generally required by private Institutional Mortgage holders for projects similar in construction, location and use to the Project; provided, however, that such coverage will be for at least One Million and NO/100 (\$1,000,000.00) Dollars for bodily injury, including death of persons, and property damage arising out of a single occurrence. Coverage under this policy will include, without limitation, legal liability to the insured for property damage, bodily injury and death of persons in connection with the operation, maintenance and use of the Common Area and legal liability arising out of law suits related to employment contracts in which the Association is a party. If the policy does not include "severability of interest" in its terms, an endorsement will be included which precludes the insurer's denial of the claims of an Owner because of the negligent acts of the Association or another Owner. Such policy must provide that it cannot be

canceled or substantially modified, by any party, without at least thirty (30) days prior written notice to the Association and each Mortgagee listed as a scheduled holder of a first Mortgage in the insurance policy.

5.4 Fidelity Bonds and Other Insurance. The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds belonging to or administered by the Association, including any professional management company assisting with the administration of the Regime. The total amount of the fidelity bond coverage required will be based upon the best business judgment of the Board of Directors and will not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or a professional management company, as the case may be, at any given time during the term of each bond; provided, however, that in no event will the aggregate amount of such bonds be less than a sum equal to 2/12ths of the total Annual Assessments plus reserve funds. Fidelity bonds will meet the following requirements: the Association will be named as an obligee; the bonds will contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and the bond will provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days prior written notice to the Association and each Mortgagee listed as a scheduled holder of a first Mortgage in the fidelity bond.

The Association will obtain, maintain and pay the premiums, as a Common Expense, on a policy of directors and officers liability insurance in such amounts as determined by the Board of Directors.

The Board of Directors will be authorized on behalf of the Association to obtain and maintain such other and further insurance as the Board of Directors may determine from time to time.

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

5.6 Trustee. The Board of Directors may, from time to time, designate a third party Trustee hereunder. The Trustee, whether the Board of Directors acting in said capacity, or a third-party designated by the Board, will serve the Association and the Owners and their Mortgagees (as their interests may appear) as provided herein. Any third-party Trustee, but not the Board of Directors acting in such capacity, will be entitled to receive reasonable compensation for services rendered which will be a Common Expense of the Association.

All insurance policies obtained by the Association will name the Association and the Trustee as loss payees. Immediately upon the receipt by the Association of any insurance proceeds, the Association will endorse the instrument by means of which such proceeds are paid and deliver the instrument to the Trustee. The Trustee will not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor will the Trustee have any obligation to inspect the Project to determine whether a loss has been sustained or to file any claim or claims against

any insurer or any other person.

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

Proceeds of insurance policies received by the Trustee will be disbursed as follows:

- A. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposes, will be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs will be paid to the Association for the benefit of all Owners and their Mortgagees, if any;
- B. If it is determined, as provided in Section 5.7, that the damage or destruction for which the proceeds are paid will not be repaired or reconstructed, such proceeds will be disbursed to such persons as therein provided;
- C. Any and all disbursements of funds by the Trustee for any purpose whatsoever will be made pursuant to and in accordance with a certificate of the Association signed by the President and attested by the Secretary directing the Trustee to make the disbursements;
- D. If the damage or destruction is to the Common Area and is to be repaired or reconstructed, two (2) days prior written notice of each disbursement will be given to the Mortgagee known by the Trustee from the records of the Association to have the largest interest in or lien upon such Common Area; and if the damage or destruction is to one or more Units and is to be repaired or reconstructed, said notice will also be given to the Mortgagee or Mortgagees known to the Trustee from the records of the Association to have an interest in or lien upon such Unit or Units.

The Trustee will not incur liability to any Owner, Mortgagee or other person for any disbursements made by it in good faith pursuant to and in accordance with the foregoing requirements.

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

Any such damage or destruction to the Project will be repaired; provided, however, that any such damage which requires the reconstruction of the whole or more than two-thirds (2/3) of the Project will not be undertaken unless sixty-seven percent (67%) of the Members agree, voting in person or by proxy at a meeting at which a quorum is present, duly called, in whole or in part, for the purpose of approving such repair or reconstruction. If the Project is not reconstructed, all insurance proceeds will be delivered in accordance with the provisions of this Section. Except as otherwise provided, any such damage or

destruction which renders any Unit un-rentable or uninhabitable, or any such damage or destruction to the Common Area, will be repaired and reconstructed as promptly as practicable. No Mortgagee will have any right to restrict the use of insurance proceeds otherwise available for repair, reconstruction or rebuilding.

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

- A. The Project will be owned by the Owners as tenants-in-common;
- B. The undivided interest in the Project of each Owner will be a percentage equal to the Percentage Interest appurtenant to the Unit theretofore owned by the Owner;
- C. All liens affecting any of the Units will be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owners of the respective Units;
- D. The Project will be subject to an action for partition at the instance of any Owner, in which event the net proceeds of the sale will be deposited with the Trustee;
- E. The Association will proceed to satisfy all of its liabilities and convert all of its assets to cash which will be deposited with the Trustee; and
- F. The proceeds from the sale of the Project, the liquidation of the assets of the Association, and the insurance proceeds related to the damage or destruction to the Project will be considered one fund which, after paying the reasonable expenses of the Trustee, will be distributed to all the Owners and their respective Mortgagees as their interests may appear in percentages equal to the Percentage Interests of said Owners. Distributions to such Owners and their Mortgagees will be made pursuant to certificates provided for in Section 5.6.

5.8 Insufficient Proceeds to Repair. If the damage or destruction for which the insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, or if no insurance proceeds exist with respect to such damage or destruction, the Board of Directors will levy an Assessment against the Owners of damaged or affected Units in sufficient amounts to provide funds to pay costs in excess of insurance proceeds for repair or reconstruction. Additional Assessments may be made at any time during or following the completion of any repair or reconstruction. That portion of such Assessments levied against each Owner will be equal to that percentage computed by dividing the Percentage Interest appurtenant to such Owner's Unit by the aggregate Percentage Interests appurtenant to all Units damaged or affected.

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

5.9 Payment of Initial Insurance Fee. In the event that, at the time of the closing on a Unit, the Declarant or the Association has paid for an insurance policy or policies for the benefit of the entire Regime, then the new Unit owner may be required to reimburse Declarant or the Association, as applicable, for the owner's pro-rata share of such insurance. Payment of such insurance reimbursement

fee shall not satisfy the owner's obligation to pay regular regime fees or Assessments.

ARTICLE VI:
Condemnation

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

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

6.3 Essential Areas. If the taking includes any portion of a Unit or the Common Area essential to the use of any Unit, then the award will be disbursed, and all related matters, including, without limitation, alteration of the Percentage Interests appurtenant to each Unit, will be handled, by: (A) the Declarant, for so long as the Declarant has the right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association; and (B) thereafter, the Board of Directors in a just and equitable manner to all Owners; provided, however, that all action of the Board of Directors will be pursuant to and in accordance with a plan approved by Members representing at least sixty-seven (67%) percent of the total votes of the Association voting in person or by proxy, at a meeting at which a quorum is present, duly called, in whole or in part, for the purpose of approving such in a duly recorded amendment to this Master Deed. In the event that such an amendment will not be recorded within ninety (90) days after the taking, then such taking will be deemed to be and will be treated as damage or destruction which will not be repaired or reconstructed as provided for in Section 5.7, whereupon the Regime will be terminated in the manner therein prescribed.

ARTICLE VII:
Architectural Control

7.1 Approval Required for Changes. To preserve the original architectural appearance of the Project, after the purchase of a Unit from the Declarant, its successors or assigns, no exterior construction of any nature whatsoever, except as specified in the Regime Instruments, will be commenced or maintained upon any Building, including without limitation, the Limited Common Area, nor will there be any change, modification or alteration of any nature whatsoever of the design and appearance of any of the exterior surfaces or facades, nor will any Owner: (A) paint any gate, fence or roof; (B) change the design or color of the exterior lights; nor (C) install, erect or attach to any part of the exterior any addition or change until after the plans and specifications showing the nature, kind, shape, height, materials, color

and location of the same will have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors. The aforesaid approval will be in addition and antecedent to any such approval required under the Master Documents.

7.2 Master Documents. The architectural review requirements set forth herein are in addition to, and not in lieu of, those requirements set forth in the Master Documents. Whenever approval of the Board of Directors is required hereunder, the granting of such approval shall not obviate the need to also comply with the approval procedures set forth in the Master Documents. All proposed construction, modifications, alterations, and improvements shall be approved pursuant to this Master Deed before being submitted for approval pursuant to the Master Documents. In addition, the Master Association Architectural Review Board shall have the authority to review and disapprove any decision of the Board which the Master Association determines, in its sole discretion, to be inconsistent with the Master Documents. Furthermore, to the extent there is a conflict between any architectural standard promulgated hereunder and any design guidelines promulgated pursuant to the Master Documents, the more restrictive architectural standards or design guidelines shall control.

ARTICLE VIII: Maintenance

8.1 Responsibility of Association. Except as specifically provided to the contrary herein, the Association will maintain the Common Area in first class condition in accordance with proper maintenance procedures applicable thereto and will enforce all warranties with respect to the Common Area. In addition, the Association will repair or replace all parts of the Common Area as necessary. Except as otherwise provided herein, the cost of such will be charged to the Owners as a Common Expense. The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (A) such maintenance responsibility is otherwise assumed by or assigned to an Owner or the Master Association; or (B) such property is dedicated to any local, state or federal government or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable.

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

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

exclusively servicing his Unit which is located outside his Unit. Unless otherwise noted herein, each Owner will, at his own expense, keep the Limited Common Area to which his Unit has exclusive access and to which he has exclusive use clean and neat, and will conduct maintenance and repair thereto as necessary. If the Owner does not make those repairs required to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired by the Association and the cost thereof will be assessed against the subject Owner and Unit.

ARTICLE IX: Unit Restrictions

Each Owner hereby acknowledges that the use restrictions provided for pursuant to this Article and set forth herein are in addition to, and not in lieu of, the use restrictions set forth in and promulgated pursuant to the Master Documents.

9.1 Rules and Regulations. The Board may from time to time adopt or amend Rules and Regulations governing and restricting the use and maintenance of Common Areas, both General and Limited Common Areas; provided, however, that copies of the Rules and Regulations shall be furnished each Owner prior to the time the same shall become effective. No amendments or changes to the Rules and Regulations shall be made that may be in conflict with any clauses or provisions of this Master Deed or the Bylaws.

9.2 Declarant's Marketing Activity. Nothing in this Article or otherwise herein set forth shall be construed from prohibiting the Declarant from use of any Unit which Declarant owns or leases for promotion, marketing, or display purposes as model Units, or from leasing any Unit or Units which Declarant owns.

9.3 Owner's Responsibility for Ensuring Compliance. Any use restrictions, rules, or regulations contained in this Master Deed shall be in effect until added to or amended by the Board of Directors and/or the Association and shall apply to and be binding upon any Owner and tenants, lessees or guests. The Owner, tenants, lessees and guests shall obey any and all use restrictions, rules, or regulations contained in the Regime Instruments at all times and shall use their best efforts to see that they are observed in full by their families, guests, invitees, servants and persons over whom they may exercise control and supervision.

9.4 Residential Use of Units. All Units shall be used for private residential purposes exclusively, except such temporary non-residential uses as may be permitted by the Board of Directors from time to time. Furthermore, no Unit may be occupied by more than the permitted number of heads of households and their family pursuant to county and state zoning regulation and law. No improper, offensive or unlawful use shall be made of the Property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of such Property shall be the same as the responsibility for the maintenance and repair of the Property concerned.

9.5 Prohibition against Obstruction. The entrances, passages, corridors, stairways, parking areas, and other Common Areas or Limited Common Areas of the Project shall not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the Development and/or Units and other purposes for which they are intended. No carriages, bicycles, mopeds, wagons, carts, chairs, benches, tables, toys or other objects, or things regardless of the nature thereof shall be left or

stored in such areas.

9.6 Loitering. No person shall play or loiter in the hallways, corridors, stairways or public areas of a similar nature in the Development.

9.7 Storage of Personal Property. All personal property of an Owner shall be stored in his Residential Unit. No structures of a temporary character, trailers, tents, shacks, barns, or other outbuildings shall be erected by any Owner or occupant on any portion of the Common Area.

9.8 No display of Personal Effects, Garbage. No garbage cans, supplies, bottles, or other articles shall be placed in the corridors, on the balconies, decks, patios, stairways, any Common Area or Limited Common Area of the Project, nor shall clotheslines, cloths, or clothing, be exposed on any part of the windows, doors or balconies, decks, patios, or be exposed on any part of the Common Areas or Limited Common Areas unless written permission is obtained from the Association.

9.9 Debris. Common Areas or Limited Common Areas shall be kept free of rubbish, debris, garbage or unsightly material.

9.10 Throwing Objects/Materials from Units. Owners shall take reasonable precautions not to permit anything whatsoever to fall from their Units. In addition, no Owner shall sweep or throw from his Unit or other part of the Project any dirt or substance into the corridors, halls, balconies, decks, patios or other similar areas in the Condominium.

9.11 Disposal of Trash. Refuse, rubbish, and garbage shall be disposed of in a container and an area specifically designated for such material and shall not be placed outside in the corridors, hallways, balconies, decks, patios or stairways, etc. at any time or for any reason.

9.12 Windows. Unit Owners shall, at their own expense, clean repair and maintain both interior and exterior surfaces of all windows. Drapes or shades covering the windows in Residential Units shall be completely lined with white lining, except those drapes or shades used in the model units for such time as they are used as model Units.

9.13 Employees of the Association. Employees of the Association (if any) shall not be sent out of the Project by Owners at any time for any purpose other than at the direction of the Board of Directors. Neither shall employees of the Association come in and service or repair or replace items that are the responsibility of the Owner of a Unit while working for the Association.

9.14 Fire Equipment. Fire prevention and fire fighting equipment, if any, throughout the Project shall not be tampered with by any Owner or any Owners family members, guests, invitees, or tenants.

9.15 Parking. The parking spaces and facilities within the Project shall be used exclusively for parking of automobiles except upon written consent of the Board of Directors and then only in areas designated by the Board. Vehicles shall be parked only in appropriate marked spaces or designated areas in which parking is assigned. Vehicles shall be subject to such reasonable Rules and Regulations as the Board of Directors may adopt. The Association may designate certain parking areas for visitors or guests subject to reasonable rules. No trailers, tractors, campers, wagons or trucks that exceed three-quarter ton or other commercial type motor vehicles shall be parked within the Project except vehicles while loading and unloading at any designated loading area. No repair work on motor vehicles shall be allowed in the

parking spaces except emergency repairs. Only legally registered and operating vehicles are permitted on the grounds of the Regime. Automobiles or other allowed motor vehicles shall not be washed in the parking spaces or upon the grounds of the Regime.

The designated/assigned parking spaces shown in Exhibit D shall be considered Limited Common Elements in accordance with Section 3.7 of this Master Deed.

9.16 Noises. No Owner (nor his family members, servants, employees, agents, visitors, guests, invitees, licensees, tenants or lessees) shall make or permit any disturbing noises in the Common Area, or in any Unit. No Unit Owner (nor his family members, servants, employees, agents, visitors, guests, invitees, licensees, tenants or lessees) shall do or permit to be done anything that will interfere with the rights, comfort or convenience of the other Unit Owners. No Owner (nor his family members, servants, employees, agents, visitors, guests, invitees, licensees, tenants or lessees) shall play any musical instrument, phonograph, radio, television, or sound amplifier in such a manner or volume so as to disturb or annoy any other Unit Owner. Wired stereo systems on the porch of any Unit are prohibited.

9.17 Pets. Pets shall be kept or maintained on or about the Project only if the Owner is granted a conditional license to maintain the pet(s) by the Association. Such a license will be granted subject to the following conditions and reservations:

- A. Unless the Board of Directors grants a waiver of this condition, the only pets to be permitted on the Project property shall be: (A) one dog less than fifty (50) pounds when fully grown; or (B) two (2) dogs which are both less than twenty-five (25) pounds when fully grown. Owners may also have cats, small birds, and fish.
- B. It shall be the responsibility of the Owner to pay for any and all costs involved in restoring to the original new condition any damage caused to the Project property by a pet.
- C. An Owner shall be financially responsible for any personal injury or personal property damage caused to any other Owner, tenant, guest, employee of the Association, or to any member of the public as a result of the Owner's failure to maintain and keep restrained a pet.
- D. While on any portion of the Property, pets must be carried or restrained on a leash when taken outside of a Unit.
- E. Pets shall not be permitted in any public rooms under any circumstances.
- F. Each Owner shall be responsible for cleaning up or removing from the Property any pet waste.
- G. Guests, tenants and visitors of an Owner shall not be permitted to bring any pets onto the Project property other than those specifically allowed by the Association.
- H. The Board of Directors may, upon their sole determination, revoke or terminate the above referenced conditional license to house a pet if that pet exhibits

vicious, dangerous, annoying, or threatening behavior or is otherwise deemed a nuisance.

- I. The Board of Directors shall have the right to adopt further Rules and Regulations governing and restricting the presence of pets on the Property including, but not necessarily limited to, the right to prohibit Owners from having specific breeds of dogs on the premises.

9.18 Advertising. No advertising signs, posters, or any other forms of advertising shall be posted any portion of the Common Area, Limited Common Area, or on any portion of a Unit that is visible from outside the Unit. Under no circumstances will signs offering the Unit for rent or sale be posted on the interior or exterior of a Unit or the Common Area or Limited Common Area except in a form and in such location as allowed by the Association. The provisions of this Section shall not be applicable to the Declarant or institutional holder of any First Mortgage which comes into possession of any Unit by reason of any remedies provided by law or such mortgage or as a result of a foreclosure.

9.19 Leasing of Units. Units may be rented according to the following provisions:

- A. Copies of all leases shall be deposited with the Association.
- B. Tenants shall abide by the Association's Rules and Regulations, as well as all provisions of the Condominium Instruments, and failure to do so shall result in the immediate eviction of the offending tenant or tenants.
- C. The lease for any Unit within the Project shall contain provisions to the effect that the rights of the tenant to use and occupy the Unit shall be subject to and subordinate in all respects to the provisions of this Master Deed and the Bylaws and to other reasonable Rules and Regulations imposed by the Association.
- D. Short term leases (leases for less than twelve consecutive months) may be prohibited by the Board of Directors.

9.20 Air Conditioning Units. No Owner shall install or cause to be installed window air conditioning units or wall air conditioning units on any portion of the Property. Only condenser units tied into an approved system, and approved in writing by the Board of Directors of the Association, may be placed on balconies, decks or patios.

9.21 Hazard. Nothing shall be done or maintained in any Unit or upon any Common Area or Limited Common Area which will increase the rate of insurance on any Unit or the Common Areas or Limited Common Areas, or result in the cancellation thereof, without the prior written approval of the Board of Directors. In addition, nothing shall be done or maintained in any Unit which would be in violation of any law. Barbecuing is absolutely prohibited upon the Common Areas or Limited Common Areas, balconies, decks, patios or in any Units; provided, however, that barbecuing may be permitted, if at all, in the areas specifically designated for same by the Association.

9.22 Commercial Activities. No Unit, Common Area or Limited Common Area shall be used for commercial activities of any nature. This Section shall not apply to the use of the Common Area or Limited Common Area and of a Unit owned by the Declarant for display, marketing, promotional or sales purposes or as "model" Condominium Units.

9.23 Wiring. No radio, television, or CB installation or other wiring shall be installed on the exterior of any Building. Any installation or wiring made without the consent of the Board is subject to removal without notice and at the cost of the Owner by whom or for whom such wiring was installed.

9.24 Exterior Walls and Balconies. No Owner shall paint, modify, attach to, or improve the exterior walls or balconies of his Unit except with the previous written consent of the Board of Directors of the Association. No bicycles or trash containers may be stored on the balconies or patios of Units.

9.25 Awnings. No blinds, shades, glass, jalousies, ironwork, screen, awning, panels or covering shall be affixed or attached to the outside of a Building or the exterior windows, doors, balconies, decks, patios or interior doors leading onto the corridors without the previous written consent of the Board of Directors of the Association.

9.26 Time Sharing. Subject to applicable law, no time sharing or vacation time sharing plans are permitted to be entered into by any Owner or their agents, tenants, guests or invitees. Further, subject to applicable law, no Owner may sell his or her Unit on a time share plan (even though the purchaser received an undivided fee simple deed) or lease his or her Unit on a vacation time share leasing plan which otherwise means arranging, planning or similar device whereby membership agreement, lease, rental agreement, licenses, use agreement, security, or other means whereby a tenant and/or purchaser receives a right to use accommodations or a Unit or facilities or any of the above, but does not receive and undivided fee simple interest in the property for a specific period of time during any given year.

9.27 Right of Access to a Unit. The Board of Directors or its designated agent may retain a key to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, replacement of any of the Common Areas therein or accessibility therefrom, or for the purpose of making emergency repairs therein necessary to prevent damage to the Common Areas, Limited Common Areas or other Units within the Condominium. No Unit Owner shall alter any lock or install new locks on any door of the premises without providing the Board of Directors a key.

9.28 Use of Common Areas. Each Owner, tenant, or occupant of a Unit may use the Common Areas for the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners, tenants or occupants.

Any violations of any of these preceding restrictions shall be sufficient to bring judicial action against the violator. Action can be filed by the Board of Directors on behalf of the Owners and the Board shall have the powers and duties as are set forth in this Master Deed and the Charter and Bylaw attached hereto.

ARTICLE X: Easements

10.1 Encroachments. If any portion of the Common Area encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Area as a result of settling or shifting of a Building or variances from the Plans, an easement will exist for the encroachment and for the maintenance of the same so long as the subject Building stands. If any Building, any Unit, and/or any adjoining part of the Common Area is partially or totally destroyed as a result of fire or other casualty or a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Area upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Area due to such

rebuilding will be permitted, and valid easements for such encroachments and the maintenance thereof will exist so long as the subject Building is standing.

10.2 Easement for Air Space. The Owner of each Unit will have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time and as said Unit may be altered or reconstructed from time to time pursuant to this Master Deed.

10.3 Utilities, etc. There is hereby granted a blanket easement upon, across, over and under all of the Project for ingress, egress, installation, replacing, repairing and maintaining a master television antenna or CATV system and all utilities, including, but not limited to water, gas, sewers, telephones and electricity. Such easements grant to the appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the Project and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Units. In addition, the Board of Directors will be entitled to grant additional permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.

10.4 Easement for Construction. Notwithstanding anything herein to the contrary, Declarant and persons designated by the Declarant or the Board will have an easement to enter upon and cross over the Common Areas for purposes of ingress and egress to all portions of the Regime; to use portions of the Common Areas and any Units owned by the Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work related to the Regime; and to maintain and correct drainage of surface, roof or storm water. Declarant shall have a drainage easement to the pond located on the Property from other properties of Declarant located near or adjacent thereto. Declarant shall have the right to use said pond for drainage of its other properties located near or adjacent to said pond. Should the Declarant access said pond for its other properties, any improvements to said pond or the easement to be created for drainage to same shall be borne by the Declarant.

10.5 Easement for Sales Purposes. Declarant and persons designated by the Declarant will have an easement to maintain one or more sales offices, management offices and models throughout the Project and to maintain one or more advertising signs on the Common Areas while the Declarant is selling Units in the Project or any contemplated expansion thereof. Declarant reserves the right to place models, management offices and sales offices in any Units owned by Declarant and on any portion of the Common Area in such number, of such size and in such locations as Declarant deems appropriate. So long as Declarant will be selling Units in the Project or any contemplated expansion thereof, Declarant will have the right to restrict the use of a reasonable number of parking spaces, for purposes including, but not limited to, the providing of spaces for use by prospective Unit purchasers, Declarant's employees and others engaged in sales, maintenance, construction or management activities.

10.6 No View Easements. No view easements, express or implied, will be granted to any Owner in connection with the conveyance of a Unit to such Owner. In accepting a deed to any Unit, the grantee will be deemed to have acknowledged and agreed that the Regime may constitute an expandable project and that such Owner is acquiring no view easements with respect to his Unit.

10.7 Other. There is hereby granted to the Association, its directors, officers, agents and employees, and to any manager employed by the Association, and to all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter upon the Project or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under

this Section will be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

10.8 Easement in Favor of the Master Association. The Declarant hereby reserves, creates, establishes, promulgates and declares a non-exclusive, perpetual, appurtenant easement over the Property for the Master Association and its duly authorized successors and assigns, including, without limitation, successors-in-title, agents, representatives, employees, successors and assigns, and licensees, for the purpose of performing or satisfying the duties and obligations of the Master Association as set forth in the Master Declaration.

ARTICLE XI:
Assigned Value and Voting Rights

11.1 Units, Assigned Values, and Percentage Interests. The Schedule of Percentage Interests contained in the attached Exhibit E attached hereto shows the Assigned Value of each Unit as of the date of this Master Deed and the Percentage Interest appurtenant to such Unit for all purposes, and the aggregate Assigned Values of Units.

11.2 Voting Rights. Members and the Declarant will be entitled to a vote in the Association and for all other purposes as set forth herein and in accordance with the provisions of the Association's Articles of Incorporation (attached hereto as Exhibit F) and the Bylaws of the Association (attached as Exhibit G), as the same may be hereafter amended. Each Owner shall be entitled to cast one (1) weighted vote for each Unit in which such Owner holds the interest required for membership, which vote shall be appurtenant to such Unit. Each vote shall be weighted in accordance with the percentage of undivided interest in the Common Areas attributable to each Unit as shown in the attached Exhibit E. No votes may be split; each Owner must vote his or her entire weighted vote on each matter to be voted on by the Owners. The total votes for the entire Condominium shall equal one hundred per cent (100%) at all times.

When any Unit is owned in the name of two or more persons (other than husband and wife), or entities, or in any manner of joint or common ownership, the vote for such Unit will be exercised as such Co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting; or the vote will be exercised by such Co-Owner or his duly appointed proxy, as will be designated in a writing by all Co-Owners, a copy of which will be delivered to the Secretary of the Association and will remain effective for all meetings until revoked by the Co-Owners in a similar writing or until such designation terminates pursuant to the terms of such writing.

ARTICLE XII:
The Development Plan for the Project

12.1 The Units. The Regime consists of nine (9) Residential Units all contained within one Building. The Residential Units are designated as follows:

- Unit 201
- Unit 202
- Unit 203
- Unit 301
- Unit 302
- Unit 303
- Unit 401

Unit 402

Unit 403

Each Unit will for all purposes constitute a separate parcel of real property which, subject to the provisions of this Master Deed, may be owned in fee simple and may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of the Act, this Master Deed, and the other Regime Instruments, will be entitled to the exclusive ownership and possession of his Unit. Each Unit shall be entitled to two (2) designated parking spaces as shown on the attached Exhibit C and one boat dock slip as shown on the attached Exhibit D as set forth more fully in Article III of this Master Deed. In addition, the Unit Owners shall collectively own, as Members of the Association, and undivided interest in the Common Areas in accordance with the Percentage Interests illustrated on the attached Exhibit E.

12.2 Assignability of Rights. The Declarant will be entitled to assign the rights reserved in this Article and this Master Deed to any person or entity by an instrument recorded in the ROD Office for Berkeley County, South Carolina.

12.3 Other Declarant Rights.

12.3.1 Sales and Leasing of Units. The Declarant shall have the right at any time to sell, transfer, lease or relet any Units which the Declarant continues to own after this Master Deed has been recorded, without regard to any restrictions, if any, relating to the sale, transfer, lease or form of lease of Units contained herein and without the consent or approval of the Association, Board of Directors or other Unit Owners.

12.3.2 Sales Office. The Declarant shall have the right to: (A) Use or grant use of a portion of a Unit or Common Area as a sales, rental or management office for the purpose of aiding in the sale or rental of Units; (B) Use portions of the Property for parking for prospective purchasers or lessees of Units and such other parties as the Declarant determines; (C) Erect and display signs, billboards and placards and store and keep the same on the Property; and (D) Distribute audio and visual promotional material upon the Common Areas.

12.3.3 Contract for Utilities/Services. In order to provide the Development with, among other things, adequate and uniform water services, sewage disposal service, utility services and television reception, the Declarant reserves the exclusive right to contract for the provision of such services. The Declarant, as agent for the Association and its Members, has entered into arrangements, binding upon the Association and its Members with governmental authorities or private entities for furnishing such services. The charges therefore will be Common Expenses.

12.3.4 Power to Bind Association. Subject to the approval of the Association, the Declarant reserves the right to enter into, on behalf of or as agent for the Association and its Members, agreements with such persons for the benefit of the Project, the Association, or its Members. The provisions of any such agreement shall bind the Association and its Members.

12.4 Multiple Ownership. As stated in more detail in Section 9.26 of this Master Deed, no

Unit in the Regime will be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10, *et. seq.*, or any subsequent laws of this State dealing with that or similar type of ownership by a Unit Owner without the prior written consent of the Declarant.

12.5 Master Declaration. Notwithstanding anything herein to the contrary, no property shall be made subject to this Master Deed unless, at the time it is made subject thereto, it is subject to or made subject to the Master Declaration.

ARTICLE XIII: Transition Provisions

13.1 Appointment of Directors and Officers. At all times during the Transition Period, the Declarant will have the sole and exclusive right to appoint the Board of Directors and officers of the Association, fill any vacancy of the Board or officers caused by the withdrawal of any director or officer appointed by the Declarant and veto the removal of any director or officer appointed by the Declarant. Upon the expiration of the Transition Period, the Declarant will retain the right to elect at least one (1) director. This right will continue for as long as the Declarant holds for sale in the ordinary course of business more than ten percent (10%) of the total number of Units included in the Regime.

13.2 Special Meeting to Elect Board. Within sixty (60) days after the date on which Owners other than the Declarant become entitled pursuant to Section 13.1 above to elect members of the Board of Directors of the Association, the Association will call, and give not less than ten (10) days and not more than thirty (30) days' notice of a special meeting of the Members to elect the Board of Directors.

13.3 Cooperation. The Association will cooperate with the Declarant to the extent reasonably requested by the Declarant during and after the Transition Period to promote the orderly development and marketing of the Regime and Units offered for sale.

13.4 Controlling Provisions. In the event of any inconsistency between this Article XIII and the other provisions of the Regime Instruments, this Article XIII will be controlling and binding on all parties having an interest in the Regime.

ARTICLE XIV: Alternative Dispute Resolution

14.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Declarant, the Association, the Unit Owners, and any persons not otherwise subject to the Regime Instruments who agree to submit to this Article (hereinafter, collectively, the "**Bound Parties**") agree to encourage the amicable resolution of disputes between and among themselves involving the Regime Instruments, the matters addressed therein, and any other matter related to the Regime, and to avoid the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances and disputes (including those in the nature of counterclaims or cross-claims) between Bound Parties involving the Regime Instruments, the matters addressed therein, and any other matter related to the Regime, including without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement thereof (hereinafter, collectively "**Claims**"), except for "**Exempt Claims**" under Section 14.2, are subject to the procedures set forth in Section 14.3.

14.2 Exempt Claims. The following Claims (hereinafter, the "**Exempt Claims**") are exempt

from the provisions of Section 14.3:

- A. Any suit by the Association or the Master Association against any Bound Party to enforce any Assessments or other charges hereunder; and
- B. Any suit by the Association or the Master Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and other relief the court may deem necessary in order to maintain the status quo and preserve any enforcement power of the Association or Master Association until the matter may be resolved on the merits pursuant to Section 14.3 below; and
- C. Any suit involving a matter which is not an Exempt Claim under (A) or (B) above, but as to which matter the Bound Party against whom the Claim is made waives the mandatory provisions of Section 14.3.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 14.3, but there is no obligation to do so.

14.3 Mandatory Procedures for Non-Exempt Claims. Any Bound Party having a Claim (hereinafter, a "**Claimant**") against a Bound Party regarding the Regime Instruments, the matters addressed therein, and any other matter related to the Regime (hereinafter, a "**Respondent**"), other than an Exempt Claim under Section 14.2, will not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of the Claim until it has complied with the following procedures, and then only to enforce the results hereof.

14.3.1 Notice. Within a reasonable time after the Claim in question has arisen, and in each event prior to the date when institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitation, Claimant will notify Respondent in writing of the Claim (hereinafter, the "Notice"), stating plainly and concisely:

- A. The nature of the Claim, including applicable date, time, location, persons involved, Respondent's role in the Claim and the provisions of the Regime Instruments or other authority out of which the Claim arises; and
- B. What Claimant wants Respondent to do or not do to resolve the Claim; and
- C. That Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss, in good faith, ways to resolve the Claim.

14.3.2 Negotiation.

- A. Each Claimant and Respondent (hereinafter, the "Parties") will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation, but not later than thirty

(30) days following the Notice, unless otherwise agreed by the Parties.

- B. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the President of the Association may appoint an attorney licensed to practice law in the State of South Carolina to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes his or her efforts will be beneficial to the Parties. Such an attorney will have been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in planned real estate developments and will not have a conflict of interest with any of the Parties.

14.3.3 Final and Binding Arbitration. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) (hereinafter, "Termination of Negotiation"), a Claimant will have thirty (30) days within which to submit the Claim to binding arbitration under the auspices and the Commercial Arbitration Rules of the American Arbitration Association; and in accordance with the substantive and procedural laws of the State of South Carolina, except as said rules, procedures and substantive laws are applied otherwise as follows:

- A. Unless the parties mutually set another date, within ten (10) days following Termination of Negotiation, Claimant and Respondent will jointly select one arbitrator, whose decision will be absolutely binding on all Parties; provided, however, if Claimant and Respondent are unable to jointly select one arbitrator within said ten (10) day period, or on or before any later day set by them by which to select an arbitrator, the arbitrator will be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be conducted in Charleston or Berkeley County, South Carolina before a neutral person who is a member of the Bar of the State of South Carolina, who has been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in planned real estate developments, and who has no conflict of interest with any Party. The arbitrator may award any remedy or relief that a court of the State of South Carolina could order or grant, including, without limitation, specific performance of any obligation created under the Regime Instruments, or the issuance of an injunction, as well as the imposition of sanctions for abuse or frustration of the arbitration process; provided, however, the arbitrator will have no authority to award punitive damages or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Regime Instruments.
- B. In the event Claimant does not submit the Claim to binding arbitration as aforesaid, the Claim is deemed abandoned, and Respondent is released and discharged from any and all liability to Claimant arising out of the Claim; provided, however, that nothing herein will release or discharge

Respondent from any liability to a person not a Party to the foregoing proceedings, or the mandatory requirements of this Section with respect to any subsequently arising new dispute or claim by the Claimant which is identical or similar to the Claim previously deemed abandoned under this Section.

This Section is an agreement of the Bound Parties to arbitrate all Claims against Respondent, except Exempt Claims, and is specifically enforceable under South Carolina law. The arbitration award (hereinafter, the “*Award*”) is final and binding on the Parties, and judgment upon the Award rendered by the arbitrator may be entered upon it in any court of competent jurisdiction.

14.4 Allocation of Costs and Claims.

14.4.1 Costs of Notice and Negotiation. Each Party will bear all of its own costs incurred prior to and during the proceedings described in Section 14.3, including the fees of its attorney or other representative. Claimant and Respondent will share equally the costs and expenses of any attorney appointed by the Board pursuant to Section 14.3, whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the Board is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses.

14.4.2 Arbitration Costs. In the event the Claim proceeds to arbitration, the Prevailing Party, as hereinafter defined, will receive from the Non-Prevailing Party, all of its costs and expenses, including reasonable expert and attorney’s fees, incurred from commencement of selection of the arbitrator under Section 14.3 to the issuance of the Award. Furthermore, the Non-Prevailing Party will pay all costs and expenses of the arbitration, including the costs and expenses of any attorney appointed by American Arbitration Association pursuant to Section 14.3, whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the American Arbitration Association is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses. The “*Prevailing Party*” will be determined as follows:

- A. Not less than five (5) days prior to the first meeting with the arbitrator, any Party may file and serve on the other Party(ies) an offer of settlement, and within three (3) days thereafter the Party(ies) served may respond by filing and serving such Party(ies) its own offer of settlement. An offer of settlement will state that it is made under this Section and will specify the amount, exclusive of interest and costs, which the Party(ies) serving the settlement offer is/are willing to agree constitutes a settlement of the Claim.
- B. An offer of settlement is considered rejected by the recipient unless an acceptance, in writing, is filed and served on the Party(ies) making the offer twenty-four (24) hours prior to the first meeting with the arbitrator.
- C. If an offer of settlement is rejected, it may not be referred to for any

purpose at arbitration, but may be considered solely for the purpose of awarding costs and expenses of arbitration under this Article.

- D. If Claimant makes no written offer of settlement, the amount of the Claim offered in arbitration is deemed to be Claimant's final offer of settlement under this Article.
- E. If Respondent makes no written offer of settlement, Respondent's offer of settlement under this Section is deemed to be zero.
- F. The Party(ies) whose offer, made or deemed made, is closer to the Award granted by the arbitrator is considered the Prevailing Party hereunder. If the difference between Claimant's and Respondent's offers and the Award is equal, neither Claimant nor Respondent is considered to be the Prevailing Party for purposes of determining the award of costs and expenses of arbitration.

14.5 Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation in accordance with Section 14.3 and any Party thereafter fails to abide by the terms of the agreement reached through negotiation, or if, following arbitration, any Party thereafter fails to comply with the Award, then any other Party may file suit or initiate administrative proceedings to enforce the agreement or Award without the need to again comply with the procedures set forth in this Article. In such event, the Party taking action to enforce the agreement or Award is entitled to recover from the noncomplying Party (or if more than one noncomplying Party, from all the Parties on a pro-rata basis) all costs incurred in enforcing the agreement or Award, including, without limitation, attorney's fees and court costs.

14.6 Litigation. No judicial or administrative proceeding with an amount in controversy exceeding Twenty Five Thousand and NO/100 (\$25,000.00) Dollars, will be commenced or prosecuted by the Association unless approved by Members of the Association entitled to vote at a regular or special meeting at which a quorum is present, duly called, in whole or in part, for the purpose of approving the proceeding. This Section will not apply, however, to actions brought by the Association to enforce the provisions of this Master Deed (including, without limitations, the foreclosure of liens); the imposition and collection of Assessments; proceedings involving challenges to ad valorem taxation; counterclaims brought by the Association in proceedings instituted against it; or actions brought by the Association to enforce written contracts with its suppliers and service providers. This Section will not be amended unless the amendment is approved by the requisite percentage of votes of Members of the Association, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision will apply in addition to the negotiation and arbitration provisions of this Article, if applicable.

14.7 Miscellaneous Alternative Dispute Resolution Provisions.

14.7.1 Conflicting Provisions. In the event of any conflict or discrepancy between the terms and conditions set forth in this Article and any term, condition or procedure of the American Arbitration Association, or any remedy allowed at law or in equity, the terms, conditions, procedures and remedies set forth in this Master Deed will control.

14.7.2 TIME IS OF ESSENCE. All periods of time set forth herein or calculated pursuant to provisions of this Article will be strictly adhered to, TIME BEING

OF THE ESSENCE hereof.

ARTICLE XV:
General Provisions

15.1 Adherence to Provisions of Master Documents, Master Deed, Bylaws and Rules and Regulations. Every Owner who rents his Unit must post inside his Unit a list of the Rules and Regulations of the Association. Any rental agency handling an Owner's rental must further agree to abide by the Rules and Regulations and will be responsible for informing persons renting through its agency of any breaches of the Rules and Regulations by said persons and for taking any and all necessary corrective action. Should a particular agency or person continue not to take corrective action against the tenants it has contracted with, or refuse to cooperate with the Association in the enforcement of its Rules and Regulations or other provisions of the Regime Instruments or Master Documents, the Association or Master Association may require the Owner to cease using the services of that particular rental agency. Refusal to do so may result in fines against the Owner in an amount to be determined by the Board of Directors or the Master Association. Any fines will be added to and become a part of the Assessment against the Unit and Owner.

15.2 Amendment. Amendments to this Master Deed, except as herein expressly provided to the contrary, will be proposed by the Board of Directors in accordance with the following procedure:

- A. Notice. Notice of the subject matter of the proposed amendment or amendments will be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered.
- B. Adoption. The Master Deed may be amended at any time and from time to time at a meeting of the Association called in accordance with the Bylaws and this Master Deed upon the vote of Members holding at least sixty-seven per cent (67%) of the total vote in the Association; provided, however, that if the Association will vote to amend the Bylaws in any respect, such amendment will be set forth in an amendment to this Master Deed and will be valid only when approved by Members holding more than fifty percent (50%) of the total vote in the Association.
- C. Nondiscrimination. No amendment will be permitted which would: (A) alter the Percentage Interest applicable to each Unit (except as permitted in accordance with Articles III, VI, XI, and XII of this Master Deed); or (B) Discriminate against any Owner or against any Unit or class or group of Units, unless in each instance all Owners adversely affected thereby and their respective Eligible Mortgage Holders and Eligible Insurer/Guarantors expressly consent thereto in writing. Notwithstanding any Rule or Regulation or other restriction, the Board of Directors of the Association will make reasonable accommodations in its Rules and Regulations or other restrictions as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Unit and the Common Area.
- D. Necessary Amendments. Notwithstanding any other provisions of this Master Deed to the contrary, if any amendment is necessary in the judgment of the Board to cure any ambiguity or to correct or supplement any provisions of the

Regime Instruments that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary Mortgage market lenders, guarantors or insurers with respect to condominium projects, then at any time and from time to time a majority of the Board may effect an appropriate corrective amendment so long as written objection to such amendment is not received from Members representing more than fifty percent (50%) of the total votes of the Association within twenty (20) days after written notice of the proposed amendment is given to all Members.

- E. Recording. A copy of each amendment provided for in this Section will be certified by the Association as having been duly adopted and will be effective when recorded in the ROD Office for Berkeley County, South Carolina.
- F. Amendment Effecting Master Association. Notwithstanding the above, no amendment to this Master deed which materially affects the rights or interest of the Master Association, as determined in the sole discretion of the board of directors of the Master Association, shall be valid unless approved in writing by the board of directors of the Master Association.

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

- A. Agreement. The Unit Owners may remove the Project from the provisions of the Act by duly recording in the ROD Office for Berkeley County, South Carolina an instrument to that effect signed by all Unit Owners, indicating a unanimous consent.
- B. Destruction. In the event it is determined in the manner provided in Section 5.7 that the Project will not be repaired or reconstructed after casualty, and subject to the consent of the Declarant under the Master Documents, the Regime will be terminated and the Regime Instruments revoked. The determination not to repair or reconstruct after casualty will be evidenced by a certificate of the Association certifying as to the facts effecting the termination.
- C. Condemnation. In the event that any part of a Unit, or the Common Area essential to the use of any Unit, are taken by an authority having the power of eminent domain and the consent of Members representing at least sixty-seven (67%) percent of the total votes of the Association to a plan for continuation of the Regime will not be expressed in an amendment to this Master Deed duly recorded within ninety (90) days after such taking, the Regime will be terminated and the Regime Instruments revoked and subject to the consent of the Declarant under the Master Documents. Such taking will be evidenced by a certificate of the Association certifying as to the facts effecting the termination.
- D. Dissolution Rights of Master Association. In the event that the Association intends to dissolve in accordance with its Articles of Incorporation, the

Association shall provide the Master Association with written notice of such intent at least thirty (30) days prior to such dissolution. Upon dissolution, the Master Association shall have the right, but not the obligation, to assume and/or perform any maintenance responsibilities of the Association. Any costs incurred by the Master Association in performing such responsibilities shall be assessed against the Owners as a "District Assessment" as set forth in the Master Declaration.

15.4 Covenants Running With the Land. All provisions of this Master Deed will be construed to be covenants running with the land, and each and every provision of this Master Deed will bind and inure to the benefit of the Declarant and all Owners and claimants of the Project or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns.

15.5 Enforcement. Each Owner will comply strictly with the this Master Deed, the Bylaws, any Rules and Regulations adopted by the Association, and all provisions of the Regime Instruments, as amended from time to time. Failure to comply with any of the same will be grounds for an action to recover sums due, for damages or injunctive relief, or for all three, maintainable by the Board of Directors on behalf of the Association or by any aggrieved Owner. In addition, the rights of any Owner or lessee of an Owner, their families, invitees or guests to use and to enjoy the Common Area may be suspended by the Board of Directors for continued violation of any provisions of the Regime Instruments. Failure by the Association or any Owner to enforce any of the foregoing will in no event be deemed a waiver of the right to do so thereafter.

15.6 Severability. All provisions of this Master Deed and all of the Regime Instruments will be construed in a manner which complies with the Act and South Carolina law to the fullest extent possible. If all or any portion of any provision of this Master Deed or any other Regime Instruments will be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision hereof or thereof, and such provision will be limited and construed as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

15.7 Gender or Grammar. The singular whenever used herein will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, will in all cases be assumed as though in each case fully expressed. In addition, the use of the terms "herein" or "hereof" will mean this Master Deed and not merely the Article, Section or Paragraph in which such term is utilized.

15.8 Headings. All Article and Section headings are utilized merely for convenience and will not restrict or limit the application of the respective Articles or Sections.

15.9 Powers of Attorney. By acceptance of a deed or other conveyance of an interest in a Unit, all Members do hereby grant, and if further required, do agree to vote in a manner to provide to, and to ratify and confirm retention by, Declarant of Declarant's rights under this Master Deed, including, without limitation, the right to amend this Master Deed in accordance with the provisions hereof. In connection with this voting agreement, each member appoints Declarant as proxy for such member with full power of substitution to vote for the member on all such matters on which the member may be entitled to vote, and with respect to which there is a reservation or designation of voting rights in Declarant under this Master Deed, and with all powers which the member would possess if personally present at any meeting of members. Such appointment will be, upon acceptance of a deed or other

conveyance by the member and without the necessity of further action by the Declarant or the member, a power coupled with an interest and will be irrevocable. Such appointment will be effective as of the date on which a deed or other conveyance of an interest to the Member is recorded in the ROD Office for Berkeley County, South Carolina. This irrevocable proxy will automatically terminate thirty (30) days after the conveyance in the ordinary course of business by the Declarant to the persons other than the Declarant of ninety percent (90%) of the maximum number of Units in the Project. The within voting agreement and proxy are in addition to, and not in substitution of, all rights of Declarant herein provided, which will run with the land.

15.10 Unit Deeds. In accepting a deed to any Unit, the grantee will be deemed to have accepted and agreed to all terms and conditions contained in this Master Deed and the Exhibits, as amended, and further agrees to execute any and all documents reasonably requested by the Declarant or the Association from time to time to expressly evidence the foregoing.

15.11 Security. Either the Master Association or the Association may, but shall not be required to, from time to time, provide measures or take action which directly or indirectly improve safety on the Property; however, each Owner, on behalf of such Owner and the occupants, guests, licensees, and invitees of the Unit hereby acknowledges and agrees that neither the Master Association nor the Association is a provider of security and shall have no duty to provide security in and to the Project. It shall be the responsibility of each Owner to protect such Owner's persons and property and all responsibility to provide such security shall lie solely with each Unit Owner. Neither the Master Association nor the Association shall be held liable for loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

Neither the Association, the Master Association, the Declarant, nor any Declarant-related entity under the Master Documents, shall in any way be considered insurers or guarantors of security within the Project, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measures cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Unit that the above-named parties are not insurers and that each person using the Project assumes all risk of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

15.12 Ongoing Construction. Each Owner acknowledges, understands and covenants to inform its lessees and all occupants of its Units that the Project and the areas adjacent to the Project may be subject to further development and expansion, and, therefore, there may be certain inconveniences during any period of construction, and each Owner waives all claims with respect thereto. Each Owner agrees that if the Owner or Owner's employees, lessees, invitees, guests, contractors, or agents enter onto any area of construction, they do so at their own risk, and neither the Master Association, the Association, the Declarant or a Declarant-related entity under the Master Documents, nor the Declarant, nor their respective contractors, agents or employees shall be liable for any damage, loss or injury to such persons.

15.13 Disclosures. Each Owner and occupant of a Unit acknowledges the following:

- A. The Project is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved or widened in the future.

- B. The views from Units may change over time due to, among other things, additional development and the removal or addition of landscaping.
- C. No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.
- D. No representations are made regarding the schools that currently, or which may in the future, serve the Project.
- E. Since, in every neighborhood, there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside the Property which a Unit Owner or occupant may find objectionable and that it shall be the sole responsibility of the Unit Owners and occupants to become acquainted with neighborhood conditions which could affect the Unit.
- F. No representations are made that the Unit is or will be soundproof or sound may not be transmitted from one (1) Unit to another.
- G. Restaurant noise and odor may emanate from retail and commercial spaces located adjacent to the Project.
- H. The Unit floor plan and the dimensions and square footage shown thereon are only approximations. If an Owner is concerned about any representations regarding the Unit floor plans, the Owner should do his or her own investigation as to dimensions, measurements and square footage of the Unit.

15.14 Applicable Law. This Master Deed and all of the Condominium Instruments shall be construed in accordance with the laws of the State of South Carolina. In all cases, the provisions set forth or provided for in this Master Deed shall be construed together, provided that such interpretation is reasonable. The provisions of the Master Deed shall also be liberally interpreted and, if necessary, be extended or enlarged by reasonable implication as to make them fully effective.

ARTICLE XVI: Construction Lender

16.1 General. Notwithstanding anything to the contrary contained in this Master deed, until the satisfaction of record of any construction mortgage given by Declarant upon the Property as presently constituted to secure a loan with which to develop the improvements for the Property such as would be commonly classified as a construction loan mortgage (hereinafter, the "Construction Mortgage") the following provisions shall be a part of this Master Deed and shall supersede any inconsistent provisions contained heretofore in this Master Deed.

16.2 Lender Consent. Whenever the consent of the Declarant is required under this Master Deed, the written consent of the holder of the Construction Mortgage (hereinafter, the "Construction Mortgagee") shall also be required.

16.3 Violations by Declarant. In the event that the Declarant shall violate any of its obligations as a Member, the Association shall be required to give Construction Mortgagee written notice of such failure or violation, and the Association shall be prohibited from instituting any suit or exercising

any other remedy against the Declarant for any such failure or violation until it has given Construction Mortgagee ten (10) days prior written notice of its intention to file such suit or exercising such remedy during which time Construction Mortgagee shall have the right, but not the duty, to cure any such failure or violation.

16.4 Amendments to Master Deed. No amendment shall be made to this Master Deed or to the Bylaws of the Association, which would alter the rights of Construction Mortgagee or in any other way affect the security of Construction Mortgagee, without its joinder and written consent to such amendment.

16.5 Possession by Construction Mortgagee. If Construction Mortgagee either assumes possession of any portion of the Property or Common Elements upon which said Construction Mortgagee is a lien or acquires title to unsold Property upon foreclosure of the Construction Mortgage, by purchase of the unsold Property at foreclosure sale, or by deed in lieu of foreclosure, Construction Mortgagee and its successors and assigns shall have and enjoy all rights, privileges, and exemptions granted to Declarant by this Master Deed and/or Bylaws.

ARTICLE XVII:

North Building Property Not Subject to this Master Deed

ANYTHING SET FORTH HEREIN TO THE CONTRARY NOTWITHSTANDING, IT IS EXPRESSLY ACKNOWLEDGED THAT THIS MASTER DEED DOES NOT, AND SHALL NOT, ENCUMBER THE NORTH BUILDING PROPERTY, AS DESCRIBED IN THE ATTACHED EXHIBIT B. EXHIBIT B IS INCORPORATED HEREIN MERELY FOR CLARIFICATION PURPOSES GIVEN THE FACT THAT THE NORTH BUILDING PROPERTY AND THE SOUTH BUILDING PROPERTY WERE FORMERLY A PART OF THE SAME HORIZONTAL PROPERTY REGIME, WHICH REGIME HAS BEEN TERMINATED.

ARTICLE XVIII:

Exhibits to Master Deed

The following Exhibits are attached hereto and incorporated herein by reference, as if they were fully set forth in the text of this Master Deed:

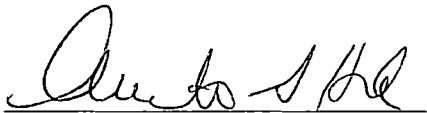
Exhibit A	South Building Property
Exhibit B	North Building Property
Exhibit C	Site Plan
Exhibit D	As-built Plans
Exhibit E	Schedule of Assigned Values and Percentage Interests
Exhibit F	Articles of Incorporation for the Association
Exhibit G	Bylaws of the Association
Exhibit H	Mortgagee Consent

***** Signatures on Following Page ***
Remainder of Page Intentionally Left Blank**


WITNESS our Hands and Seals this 7th day of July, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DI ASSOCIATES, LLC, a South Carolina
limited liability company



WITNESS #1


BY: Robert A. Behring
ITS: Attorney Agent.



WITNESS #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, the undersigned notary, a Notary Public for the State of South Carolina do hereby certify that Robert A. Behring, on behalf of **DI ASSOCIATES, LLC**, a South Carolina limited liability company, personally appeared before me this 7th day of July, 2015 and acknowledged the due execution of the foregoing instrument.

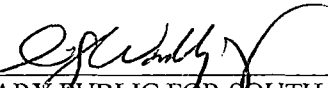

NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 8-24-22

EXHIBIT A

Description of the South Building Property

ALL that certain lot, piece, parcel, or tract of land, situate, lying and being in the City of Charleston, County of Berkeley, State of South Carolina and being shown and designated as **Lot 9**, containing 57,439 sq. ft., 1.32 acres, and shown on that certain plat prepared by Harold Nielsen of Thomas and Hutton Engineering Co., dated February 14, 2006, and entitled "PLAT OF THE SUBDIVISION OF PARCEL H-1, BLOCK B, (4.87AC.) OWNED BY DANIEL ISLAND RIVERSIDE DEVELOPERS, LLC TO CREATE LOT 8 (3.55 AC.) & LOT 9 (1.32 ACRES)," said plat being recorded in the ROD Office for Berkeley County on April 4, 2006, in Plat Book R, Page 9B. The aforesaid parcel having such size, shape, measurements, buttings and boundings as will by reference to said Plat more fully appear.

BEING a portion of the property conveyed to Daniel Island Riverside Developers, LLC dated May 1, 2002 and recorded in the ROD Office for Berkeley County in Book 2724, Page 116.

AND ALSO BEING described by the following metes and bounds:

Commencing at a Point of Beginning (POB):

Thence S 58°11'50" E, a distance of 36.20 feet to a point;
Thence S 58°11'50" E, a distance of 80.95 feet to a point;
Thence S 50°14'23" W, a distance of 8.05 feet to a point;
Thence S 17°39'13" W, a distance of 29.59 feet to a point;
Thence S 47°38'33" E, a distance of 39.10 feet to a point;
Thence S 71°41'12" E, a distance of 56.73 feet to a point;
Thence N 55°00'59" E, a distance of 47.72 feet to a point;
Thence N 79°41'17" E, a distance of 45.68 feet to a point;
Thence S 71°12'29" E, a distance of 31.78 feet to a point;
Thence S 21°57'59" E, a distance of 63.17 feet to a point;
Thence S 10°40'47" W, a distance of 47.60 feet to a point;
Thence S 19°44'54" W, a distance of 38.45 feet to a point;
Thence S 10°07'15" E, a distance of 23.10 feet to a point;
Thence S 56°26'43" W, a distance of 33.59 feet to a point;
Thence S 33°43'33" W, a distance of 45.82 feet to a point;
Thence S 36°26'28" W, a distance of 71.47 feet to a point;
Thence N 40°43'29" W, a distance of 237.17 feet to a point;
Thence N 09°44'28" W, a distance of 132.32 feet to a point;
Thence N 55°00'59" W, a distance of 83.48 feet to a point;

The Point of Beginning, said tract or parcel of land containing 1.32 acres, a little more or less.

ALSO

ALL that certain piece, parcel or tract of land, lying and being in the City of Charleston, County of Berkeley, South Carolina, measuring and containing 0.15 acres, and being designated as 30' Access Easement, as shown on a plat entitled "Horizontal Property Regime of Building 9, at the Oaks at Rivers Edge, located in the City of Charleston, Berkeley County, SC," dated January 26, 2007, prepared by Harold B. Nielson, Jr., PE & RLS No. 7023, of Nielson & Associates. Said property can also be described by the following metes and bounds:

EXHIBIT A

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

AND ALSO BEING described by the following metes and bounds:

Commencing at a Point of Beginning (POB):

Thence S 58°11'50" E, a distance of 216.93 feet to a point;
Thence N 50°14'23" E, a distance of 31.62 feet to a point;
Thence N 58°11'50" W, a distance of 221.09 feet to a point;

BEING the point of curvature of a curve to the left, having a radius of 298.00 feet, a central angle of 05°52'45" and a chord length of 30.56 feet bearing S 42°49'44" W, thence proceeding along said arc of said curve 30.58 feet to a point;

The Point of Beginning, said easement containing 0.15 acres, a little more or less.

Reference Plat by Thomas & Hutton Engineering Co. dated February 14, 2006 and recorded in the ROD Office for Berkeley County in Plat Book R, at Page 9-B

PURSUANT TO SECTION 27-31-100 OF THE SOUTH CAROLINA CODE (1976), AS AMENDED, NOTICE IS GIVEN THAT ALL ACTIVITIES ON OR OVER AND ALL USES OF ANY SUBMERGED LAND AND OTHER CRITICAL AREAS ARE SUBJECT TO THE JURISDICTION OF THE OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT ("OCRM") OF THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (FORMERLY KNOWN AS, "THE SOUTH CAROLINA COASTAL COUNCIL"), INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENTS THAT ANY ACTIVITY OR USE MUST BE AUTHORIZED BY OCRM. ANY OWNER TO THE EXTENT OF HIS OWNERSHIP IS LIABLE FOR ANY DAMAGES TO, ANY INAPPROPRIATE OR UNPERMITTED USES OF, AND ANY DUTIES OR RESPONSIBILITIES CONCERNING, ANY SUBMERGED LAND, COASTAL WATERS, OR ANY OTHER CRITICAL AREA.

EXHIBIT A

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

EXHIBIT A

Certification

I, Harold Nielsen, hereby certify that the metes and bounds narrative of the subject Property **(Exhibit A)** describes a true and accurate survey of the Land. I further certify that I am a licensed surveyor in the State of South Carolina.



Harold Nielsen

SCRLS # 07023

EXHIBIT B

Description of the North Building Property

ALL that certain lot, piece, parcel, or tract of land, situate, lying and being in the City of Charleston, County of Berkeley, State of South Carolina and being shown and designated as **Lot 4**, containing 69,997 sq. ft., 1.40 acres, as shown on that certain plat by Harold Nielsen of Thomas and Hutton Engineering Co., dated November 24, 2004, and entitled "FINAL PLAT OF THE SUBDIVISION OF PARCEL H, BLOCK B, TO CREATE LOTS 1 THROUGH 7, OPEN SPACE B1 & BLOCK B RESIDUALS "A" & "B" OWNED BY DANIEL ISLAND RIVERSIDE DEVELOPERS, LLC," said plat being recorded in the ROD Office for Berkeley County June 21, 2005 in Plat Book Q, Page 391-C. The aforesaid parcel having such size, shape, measurements, buttings and boundings as will by reference to said Plat more fully appear.

BEING a portion of the property conveyed to Daniel Island Riverside Developers, LLC dated May 1, 2002 and recorded in the ROD Office for Berkeley County in Book 2724, Page 116.

AND ALSO BEING described by the following metes and bounds:

Commencing at a Point of Beginning (POB):

Thence N 48°02'28" E, a distance of 42.72 feet to a point;
Thence N 48°02'28" E, a distance of 29.96 feet to a point;
Thence N 85°51'01" E, a distance of 16.18 feet to a point;
Thence S 49°14'40" E, a distance of 43.27 feet to a point;
Thence S 85°34'56" E, a distance of 98.86 feet to a point;
Thence N 81°15'52" W, a distance of 35.71 feet to a point;
Thence S 62°12'18" E, a distance of 47.28 feet to a point;
Thence S 28°27'31" E, a distance of 32.90 feet to a point;
Thence S 42°00'56" E, a distance of 56.30 feet to a point;
Thence S 26°07'02" E, a distance of 40.28 feet to a point;
Thence S 34°33'05" W, a distance of 47.90 feet to a point;
Thence S 37°32'52" W, a distance of 38.80 feet to a point;
Thence S 34°50'33" W, a distance of 35.98 feet to a point;
Thence S 59°28'02" W, a distance of 48.27 feet to a point;
Thence S 50°48'49" W, a distance of 48.87 feet to a point;
Thence S 54°56'42" W, a distance of 60.38 feet to a point;
Thence N 43°58'41" W, a distance of 23.59 feet to a point;
Thence N 43°58'41" W, a distance of 23.59 feet to a point;
Thence N 01°44'12" W, a distance of 22.60 feet to a point;
Thence N 20°01'04" W, a distance of 44.45 feet to a point;
Thence N 06°08'00" E, a distance of 36.73 feet to a point;
Thence N 09°19'06" W, a distance of 40.20 feet to a point;
Thence N 18°07'04" W, a distance of 30.92 feet to a point;
Thence N 33°41'03" W, a distance of 31.78 feet to a point;
Thence N 06°32'26" W, a distance of 31.69 feet to a point;
Thence N 38°46'14" W, a distance of 27.99 feet to a point;
Thence N 20°46'47" W, a distance of 18.99 feet to a point;
Thence N 58°55'39" W, a distance of 10.22 feet to a point;

EXHIBIT B

Thence N 89°51'54" W, a distance of 10.05 feet to a point;
Thence N 68°55'54" W, a distance of 32.80 feet to a point;
The Point of Beginning; said easement containing 1.40 acres, a little more or less.

ALSO

ALL that certain piece, parcel, or tract of land, lying and being in the City of Charleston, County of Berkeley, State of South Carolina, measuring and containing 0.21 acres, and being designated as a 30' Access Easement, as shown on a plat entitled "HORIZONTAL PROPERTY REGIME OF BUILDING 4, AT THE OAKS AT RIVERS EDGE, LOCATED IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SC," dated January 25, 2007, prepared by Harold B. Nielson, Jr., PE & RLS No. 7023 of Nelson & Associates. Said property can also be described by the following metes and bounds:

AND ALSO BEING described by the following metes and bounds:

Commencing at a Point of Beginning (POB):

Thence N 73°09'11" E, a distance of 59.01 feet to a point;
Thence N 84°14'34" E, a distance of 160.06 feet to a point;

BEING the point of curvature of a curve to the right, having a radius of 115.17 feet, a central angle of 52°08'30" and a chord length of 101.23 feet bearing S 69°41'11" E; thence proceeding along said arc of said curve 104.81 feet to a point;

Thence S 48°02'28" W, a distance of 30.02 feet to a point;

BEING the point of curvature of a curve to the left, having a radius of 85.17 feet, a central angle of 51°33'28" and a chord length of 74.08 feet bearing S 69°58'42" E; thence proceeding along said arc of said curve 76.64 feet to a point;

Thence S 84°14'34" W, a distance of 157.14 feet to a point;
Thence S 73°09'11" W, a distance of 56.44 feet to a point;

BEING the point of curvature of a curve to the left, having a radius of 268.00 feet, a central angle of 06°25'03" and a chord length of 30.00 feet bearing N 16°12'04" W; thence proceeding along said arc of said curve 30.02 feet to a point;

The Point of Beginning; said easement containing 0.21 acres, a little more or less.

Reference Plat by Thomas & Hutton Engineering Co. dated February 14, 2006 and recorded in the ROD Office for Berkeley County in Plat Book R, at Page 9-B.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS MASTER DEED, INCLUDING ANY EXHIBITS ATTACHED THERETO, TO THE CONTRARY, DECLARANT HEREBY EXPRESSLY STATES THAT THIS MASTER DEED DOES NOT AND SHALL NOT ENCUMBER THE REAL PROPERTY DESCRIBED IN THIS EXHIBIT B. THE DESCRIPTION OF LOT 9, OR THE NORTH BUILDING PROPERTY, SET FORTH IN EXHIBIT B IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO SERVE AS AN ATTEMPT TO SUBMIT THIS PROPERTY TO THE OAKS AT RIVERSIDE SOUTH HORIZONTAL PROPERTY REGIME.

EXHIBIT B

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

EXHIBIT C

Site Plan

see attached

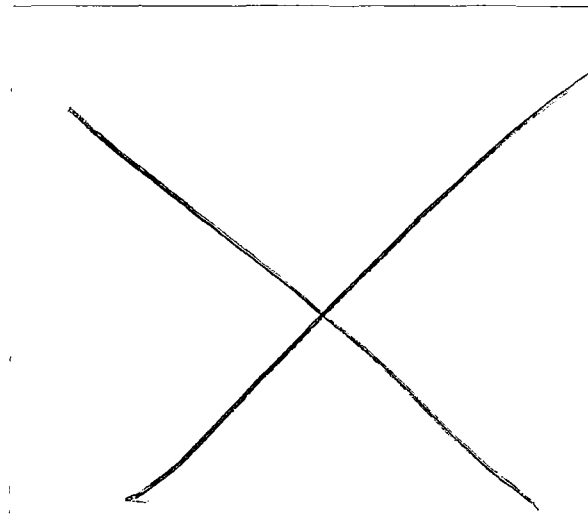
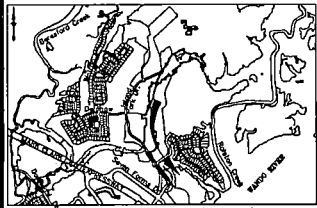
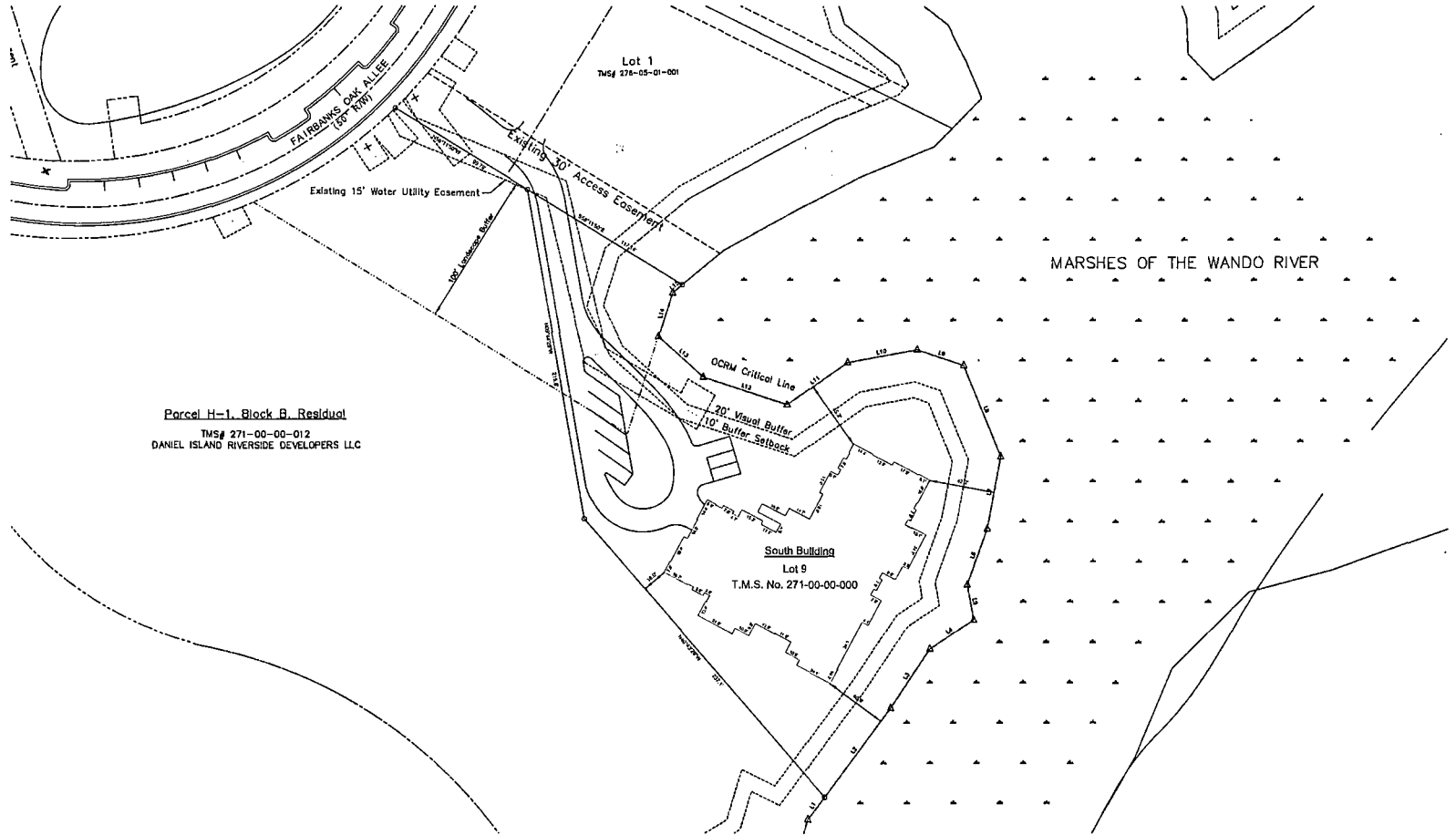


EXHIBIT C

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

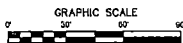


LOCATION MAP (N.T.S.)



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N12°29'38"E	18.30'
L2	N12°28'20"E	21.42'
L3	S23°42'13"E	45.50'
L4	N10°29'12"E	33.50'
L5	N10°29'12"E	23.10'
L6	N17°42'52"E	58.40'
L7	N10°29'12"E	42.60'
L8	N31°32'38"W	43.17'
L9	N31°32'38"W	31.38'
L10	S78°11'17"W	45.68'
L11	S53°08'08"W	37.38'
L12	N31°41'05"W	32.72'
L13	N17°20'32"E	28.18'
L14	N17°20'13"E	44.20'
L15	N32°18'42"E	8.00'



DATE	REVISION	BY

NIELSON AND ASSOCIATES
 PROFESSIONAL ENGINEERS AND LAND SURVEYORS
 2124 MARGOLIA WOODS DRIVE
 MOUNT PLEASANT SC 29528
 (843) 276-1477

SCALE	HORIZ. 1" = 20'	DATE	JULY 12, 2007
DRAWN BY	FE	DESIGNED BY	A. NIELSON
DATA COLLECTOR		CHECKED BY	
JOB NO.	DE-0541	DATE	

PREPARED FOR: DANIEL ISLAND RIVERSIDE DEVELOPERS LLC
 LOT 9
 THE OAKS AT RIVERSIDE SOUTH
 HORIZONTAL PROPERTY REGIME
 CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA

EXHIBIT C

Certification

I, Harold Nielson, hereby certify that the as-built survey (**Exhibit C**) accurately reflects the horizontal and vertical locations of the improvements and the Common Elements of The Oaks at Riverside South Horizontal Property Regime. I further certify that I am a licensed surveyor in the State of South Carolina.



Harold Nielson
SCRLS # 07023

EXHIBIT C

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

EXHIBIT D

As-Built Plans

see attached

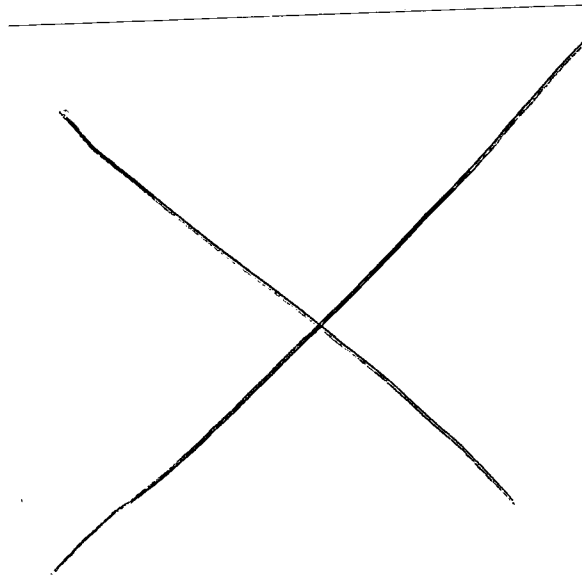


EXHIBIT D

Maser Deed of The Oaks at Riverside South Horizontal Property Regime



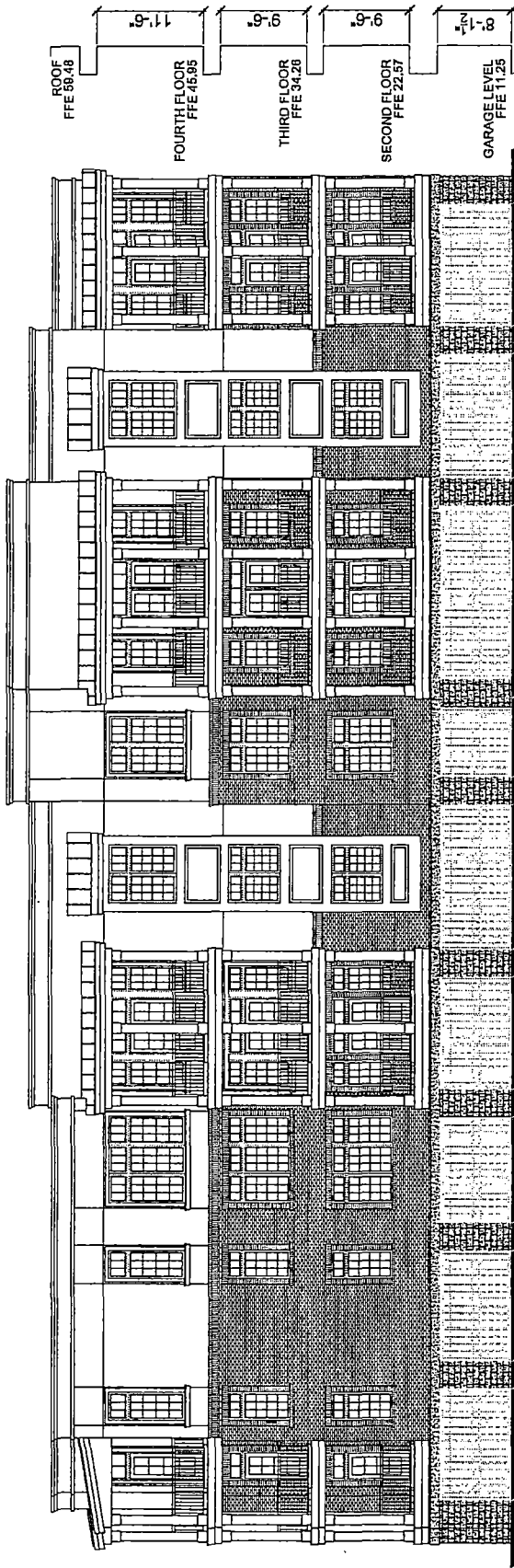
FRONT ELEVATION



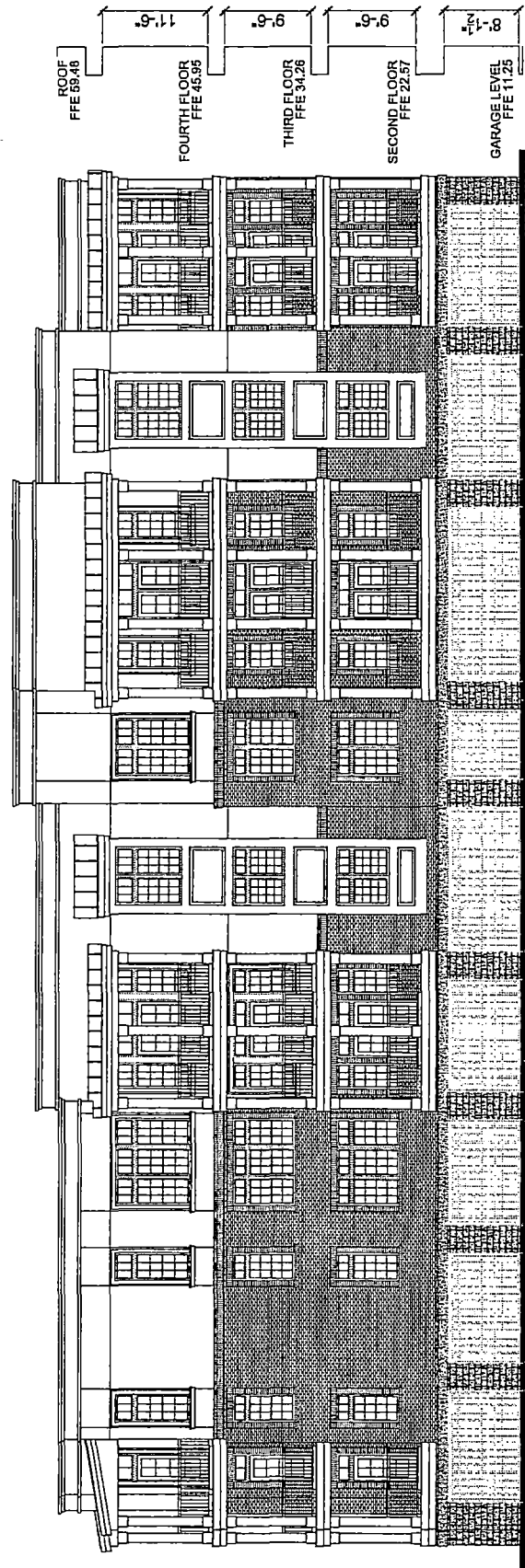
SIDE ELEVATION

ELEVATIONS
THE OAKS AT RIVERSIDE
SOUTH HORIZONTAL PROPERTY REGIME
DIMENSIONS AND OPTIONS MAY VARY
DUE TO FIELD CHANGES

DOC: 2015036723
RB 2047: 913

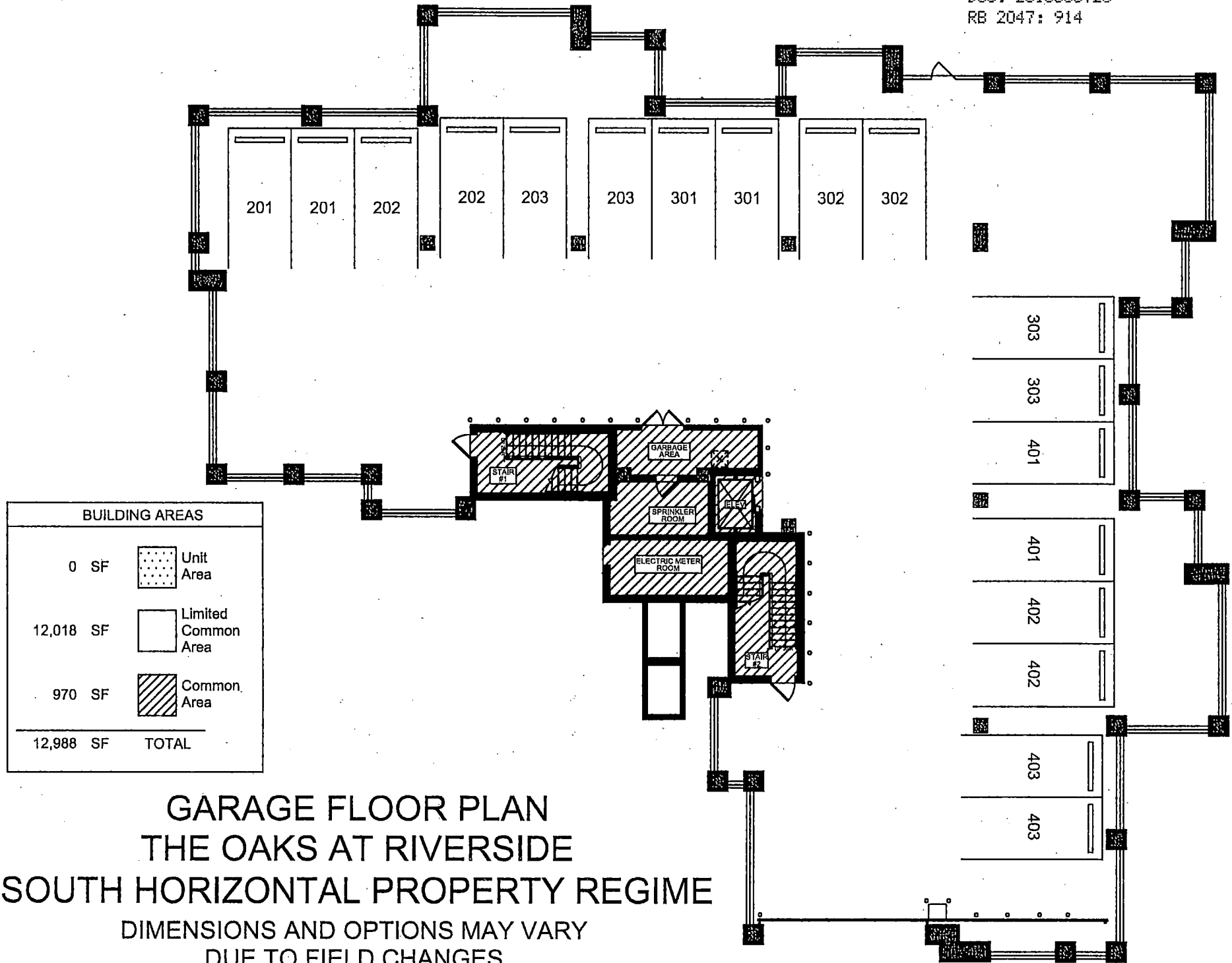


REAR ELEVATION



SIDE ELEVATION

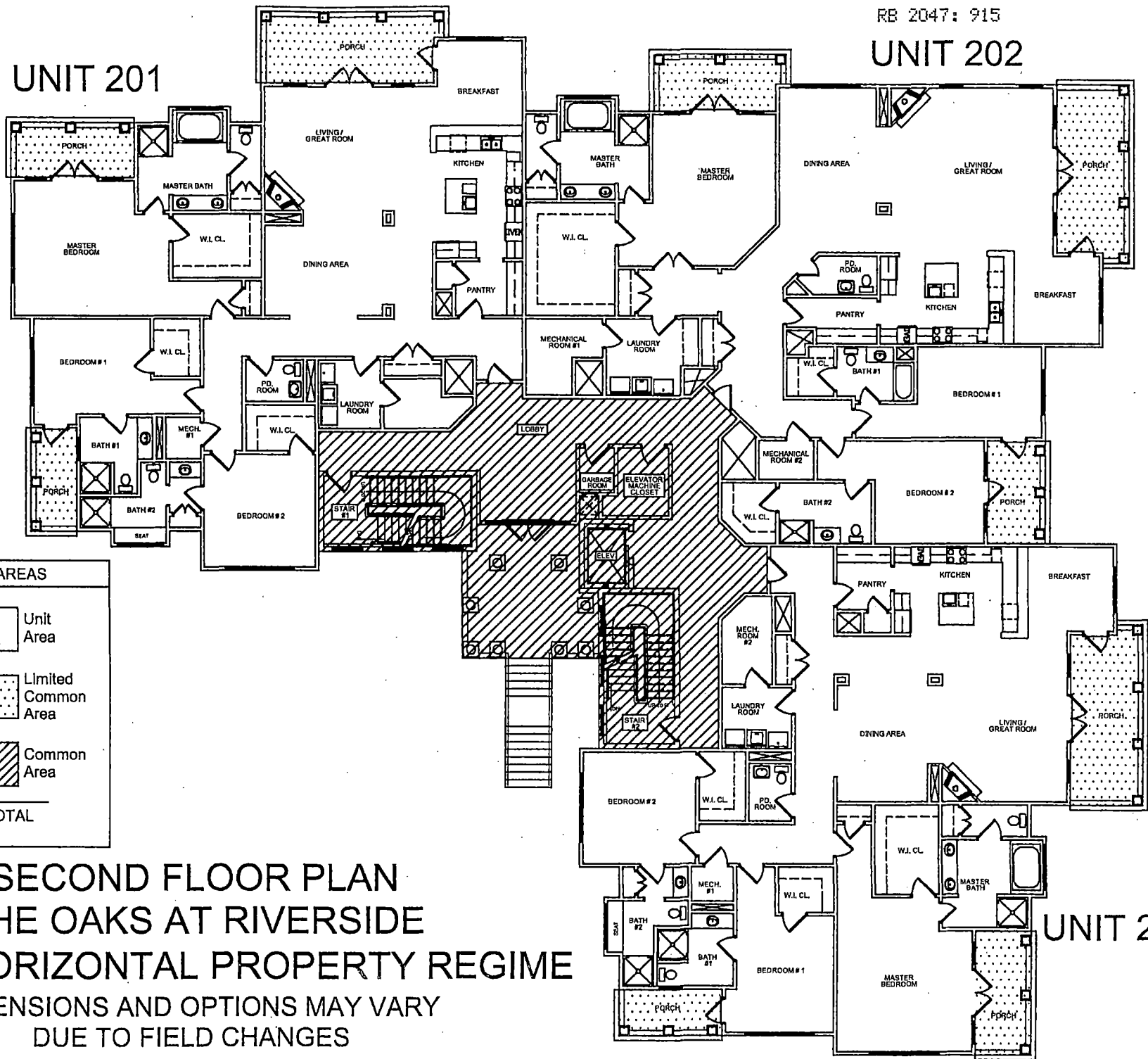
ELEVATIONS
THE OAKS AT RIVERSIDE
SOUTH HORIZONTAL PROPERTY REGIME
DIMENSIONS AND OPTIONS MAY VARY
DUE TO FIELD CHANGES



GARAGE FLOOR PLAN
THE OAKS AT RIVERSIDE
SOUTH HORIZONTAL PROPERTY REGIME
DIMENSIONS AND OPTIONS MAY VARY
DUE TO FIELD CHANGES

UNIT 201

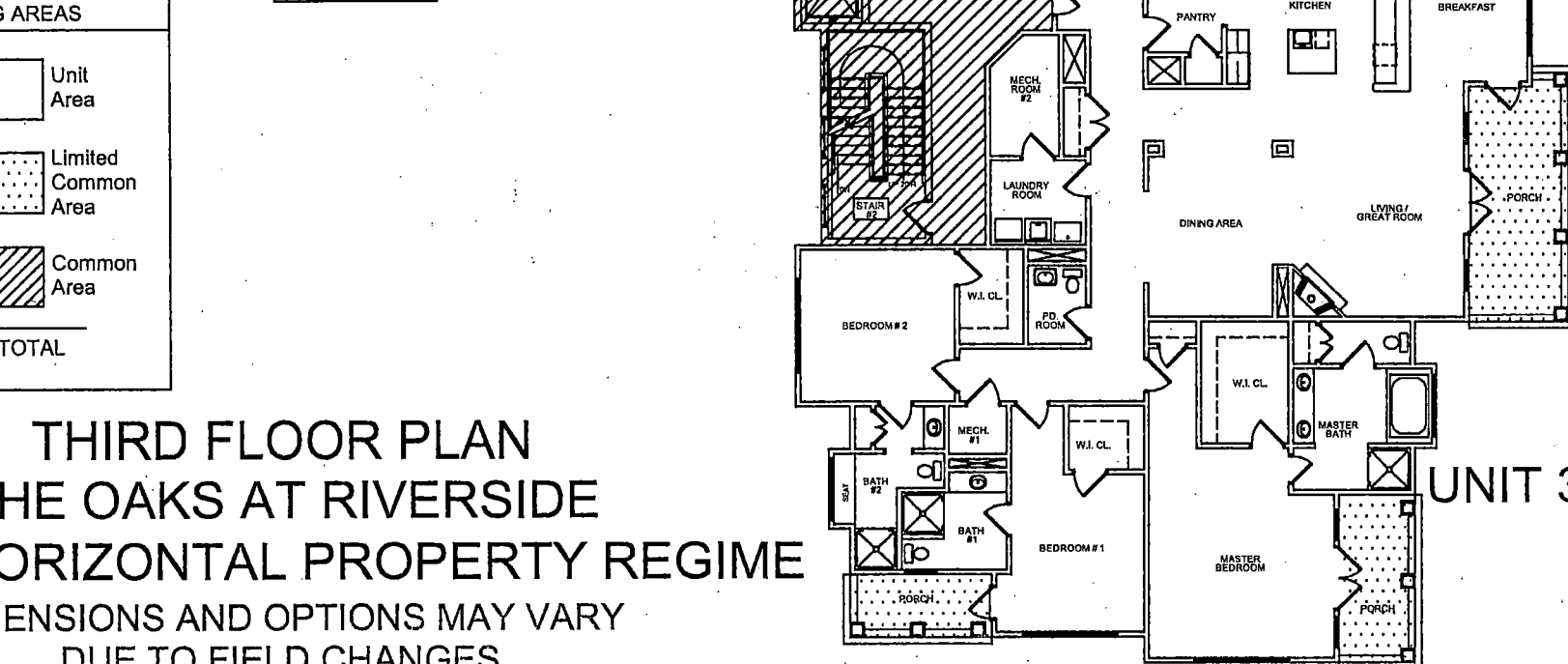
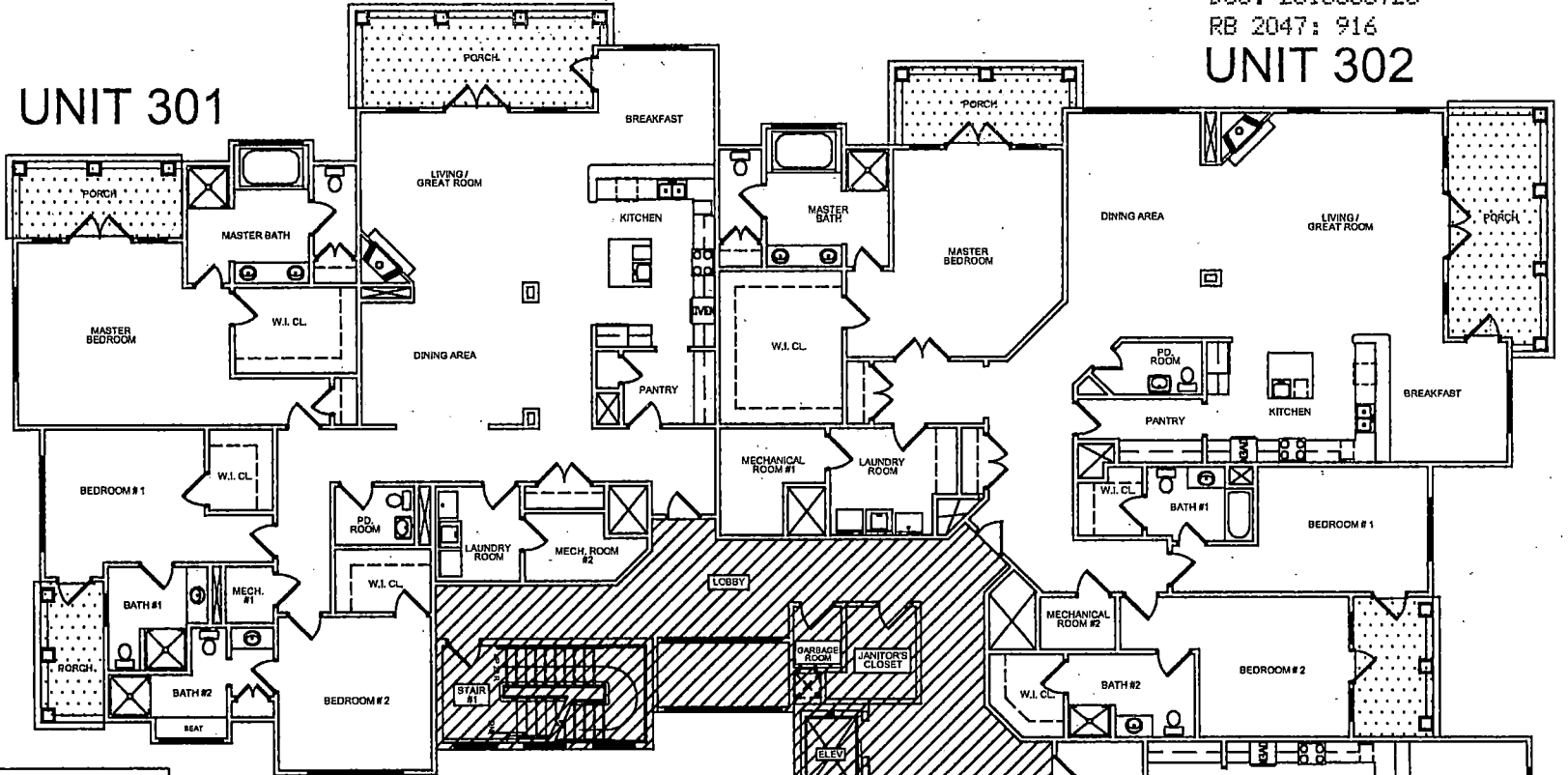
UNIT 202



SECOND FLOOR PLAN
THE OAKS AT RIVERSIDE
SOUTH HORIZONTAL PROPERTY REGIME
 DIMENSIONS AND OPTIONS MAY VARY
 DUE TO FIELD CHANGES

UNIT 203

UNIT 301

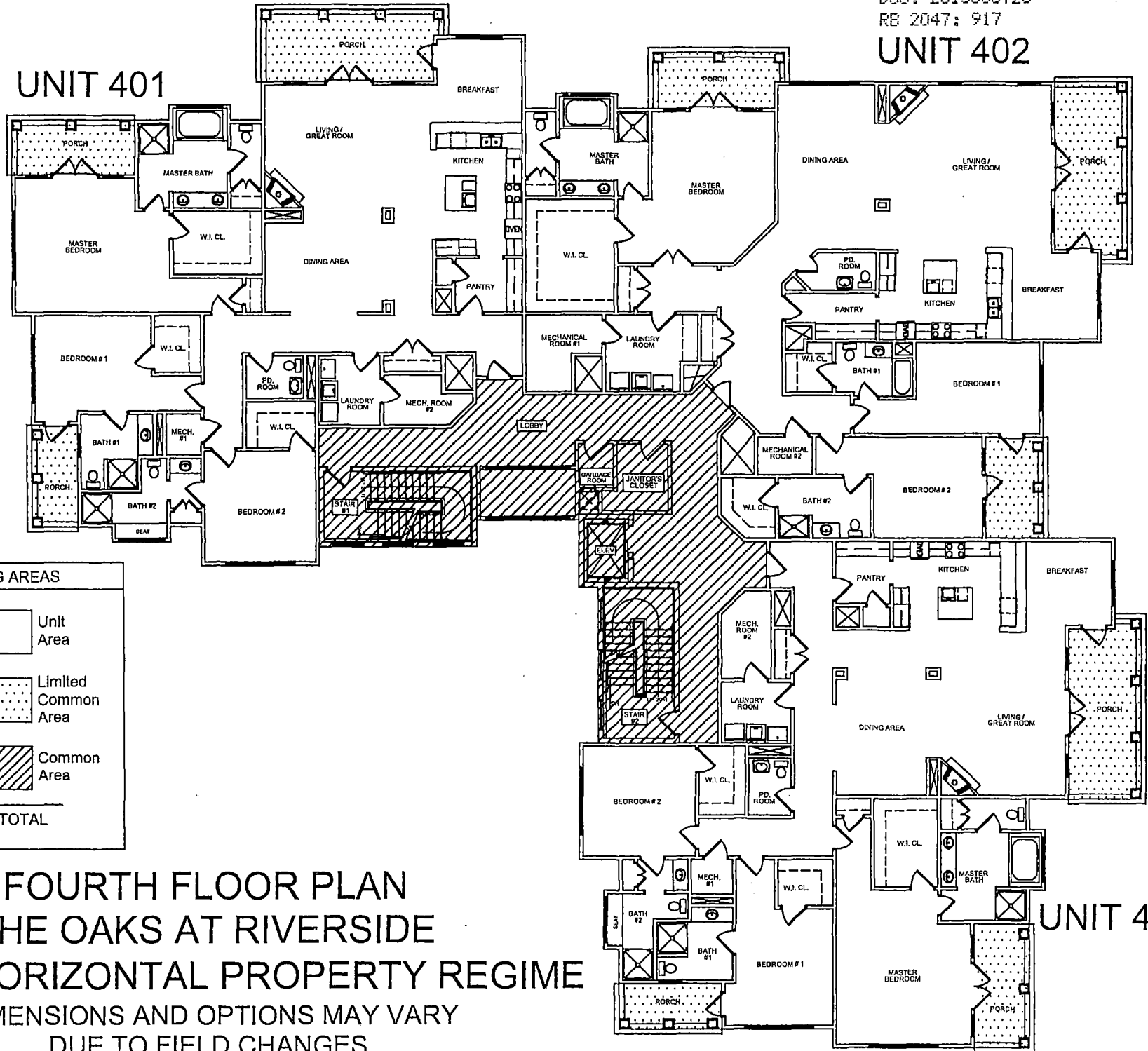


UNIT 303

BUILDING AREAS	
9,960 SF	Unit Area
1,256 SF	Limited Common Area
1,494 SF	Common Area
12,710 SF	TOTAL

THIRD FLOOR PLAN
THE OAKS AT RIVERSIDE
SOUTH HORIZONTAL PROPERTY REGIME
 DIMENSIONS AND OPTIONS MAY VARY
 DUE TO FIELD CHANGES

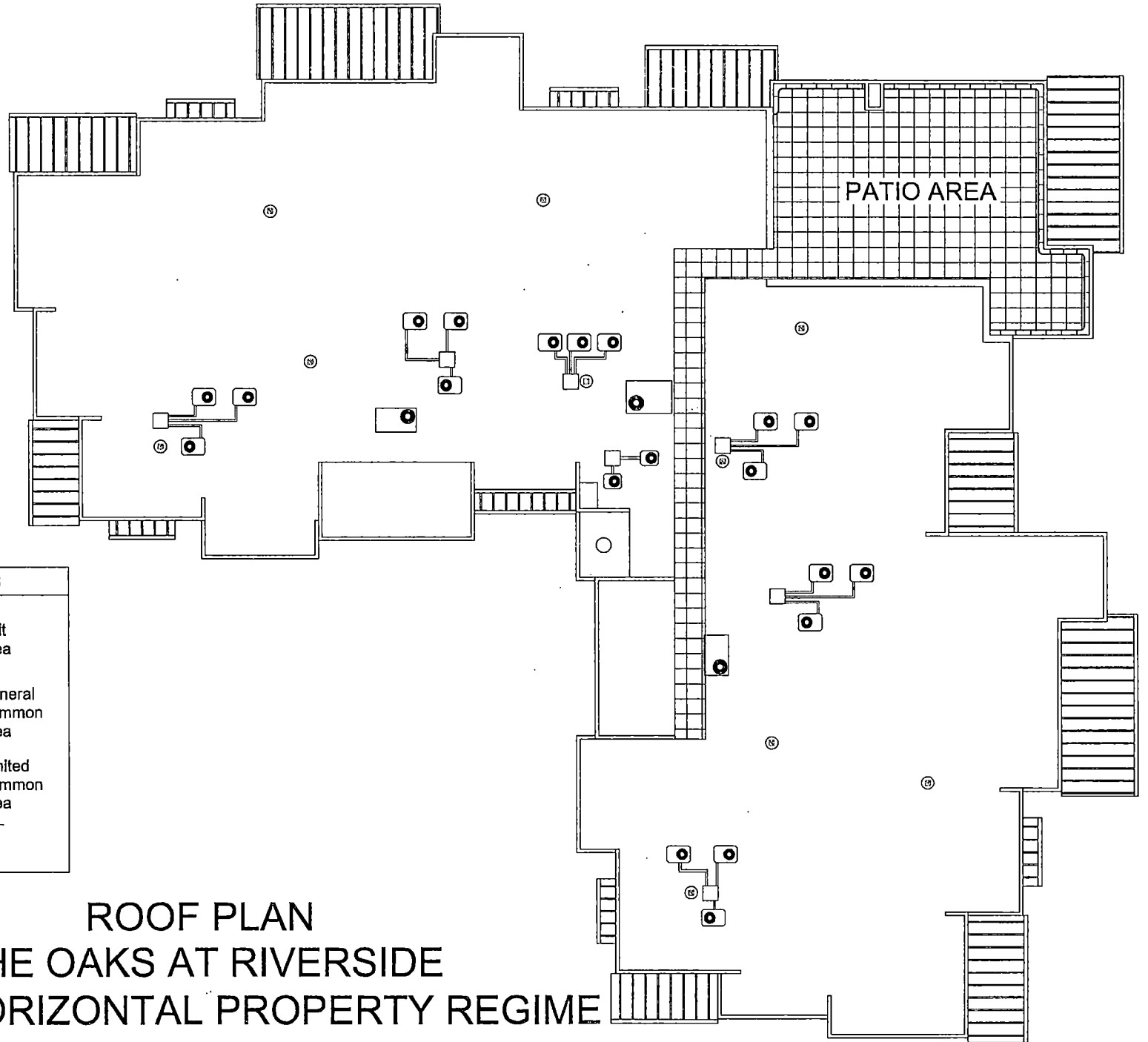
UNIT 401



BUILDING AREAS	
9,660 SF	Unit Area
1,256 SF	Limited Common Area
1,494 SF	Common Area
12,710 SF	TOTAL

FOURTH FLOOR PLAN
THE OAKS AT RIVERSIDE
SOUTH HORIZONTAL PROPERTY REGIME
 DIMENSIONS AND OPTIONS MAY VARY
 DUE TO FIELD CHANGES

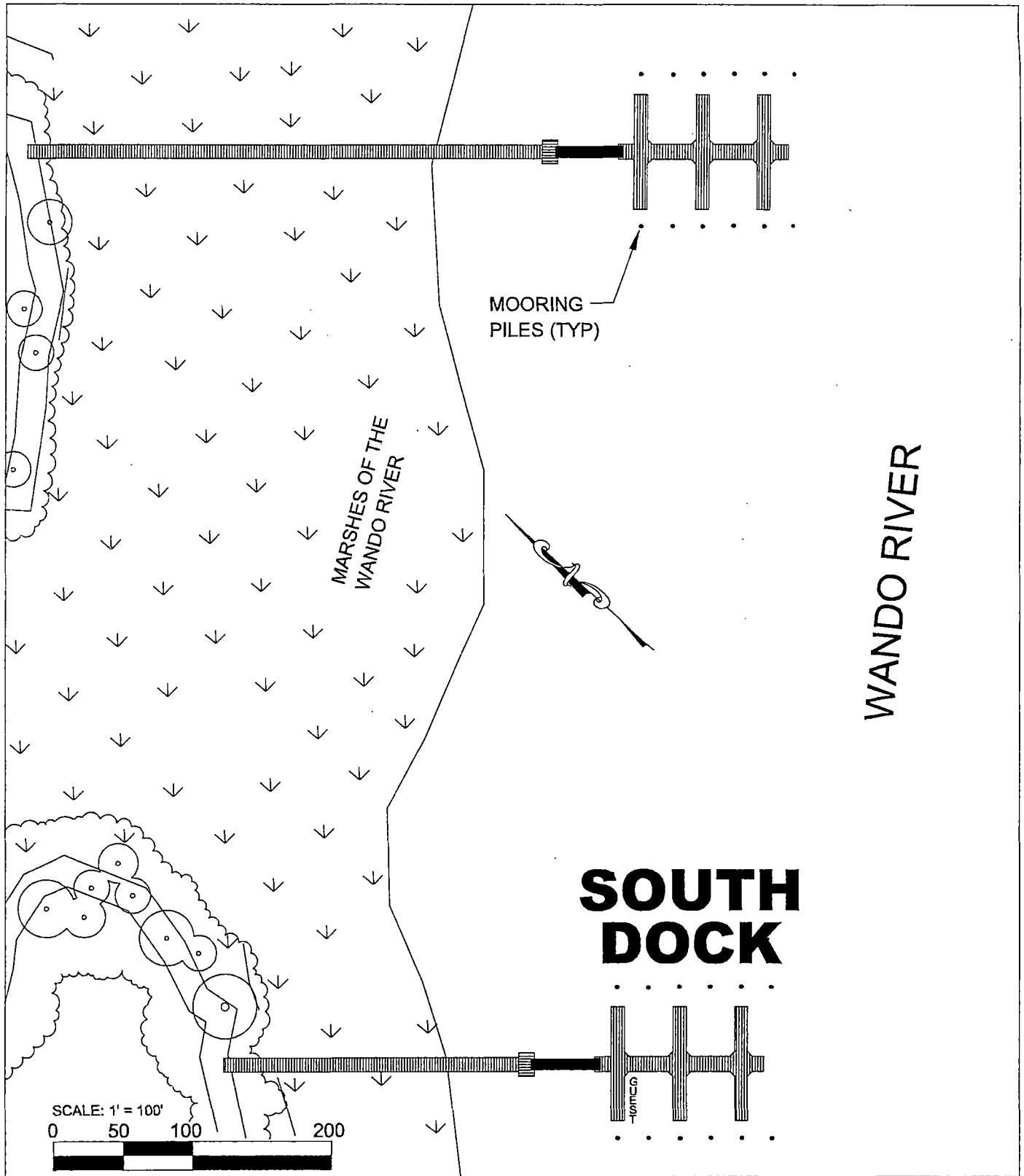
UNIT 403



BUILDING AREAS	
0 SF	Unit Area
9,512 SF	General Common Area
1,434 SF	Limited Common Area
10,946 SF	TOTAL

ROOF PLAN THE OAKS AT RIVERSIDE SOUTH HORIZONTAL PROPERTY REGIME

DIMENSIONS AND OPTIONS MAY VARY DUE TO FIELD CHANGES



**SOUTH COMMUNITY DOCK
THE OAKS AT RIVERSIDE
SOUTH HORIZONTAL PROPERTY REGIME
DIMENSIONS AND OPTIONS MAY VARY DUE TO FIELD CHANGES**

EXHIBIT D

Narrative Description of Units

The Oaks at Riverside South Horizontal Property Regime is a condominium development consisting of one building, which has four (4) floors. The grade level floor is a parking garage with approximately two (2) spaces per Unit. The second through fourth floors contain three (3) Units on each floor, for a total of nine (9) Units in the Regime. There is a rooftop patio on the building, which patio is accessible from a stair tower. The rooftop patio is a general common element for the use of all owners in the Regime. All porches referenced herein shall be limited common elements for the exclusive use of the owners whose Units are accessible to such porches. There is an elevator that begins at the ground level and stops at each floor, opening up to a central lobby with common hallway. There is an emergency stair tower at each end of the common hallway. The entrance to each Unit is off of this common hallway. The floor plans of the individual Units can be described as follows:

Unit 201

As you enter the entrance door off the common hallway/lobby on the second floor, you enter into a foyer with a coat closet. The first door to the right is a pantry, which leads to the kitchen, which opens up to the breakfast area. Adjacent to the kitchen is the great room and dining area. There is a three-sided fireplace between the great room and the dining area. Continuing down the hallway on the left is a laundry room with mechanical room and powder room, which powder room has one lavatory and one toilet. At the end of the main hallway is a master bedroom suit, which has a walk-in closet and a master bathroom, containing two (2) lavatories, one shower, one bathtub, one toilet, and a linen closet. If you turn left at the end of the main hallway down a short hallway, there are two (2) bedrooms. Both bedrooms have a walk-in closet and a jack-and-jill bathroom with two (2) lavatories, two (2) toilets, one shower, and one bathtub. There is a porch that can be accessed from the great room and the breakfast area. There are two (2) additional porches that can be accessed from the master bedroom and the front corner bedroom.

Living Area – Approximately 3,227 square feet

Porch Area – Approximately 412 square feet

Unit 202

As you enter the entrance door off the common hallway/lobby on the second floor, you enter into a foyer with a coat closet. Immediately to the right there is a hallway that leads to two (2) bedrooms. Both bedrooms have a walk-in closet and a bathroom with one lavatory, one toilet, on bathtub/shower. Down the same hallway is a mechanical room. To the left off the main hallway there is a short hallway with a master bedroom suite, which has a walk-in closet and a master bathroom containing two (2) lavatories, one shower, on bathtub, one toilet, and a linene closet. Down the same hallway is a laundry room with a mechanical room. The first door to the right down the main hallway is a pantry, which leads to the kitchen, which opens up to the breakfast area. Adjacent to the kitchen is the great room with dining area. There is a powder room with one lavatory and one toilet. There is a porch that can be accessed from the great room and the breakfast area. There are two (2) additional porches that can be accessed from the master bedroom and both other bedrooms.

Living Area – Approximately 3,506 square feet

Porch Area – Approximately 432 square feet

EXHIBIT D

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

Unit 203

As you enter the entrance door off the common hallway/lobby on the second floor, you enter into a foyer with a coat closet. The first door to the left is a pantry, which leads to the kitchen, which opens up to the breakfast area. Adjacent to the kitchen is the great room with dining area. There is a three-sided fireplace between the great room and the dining area. Continuing down the hallway on the right is a laundry room with mechanical room and powder room with one lavatory and one toilet. At the end of the main hallway is a master bedroom suite, which has a walk-in closet and master bathroom containing two (2) lavatories, one shower, one bathtub, one toilet, and a linen closet. You turn right at the end of the main hallway down a short hallway to two (2) bedrooms. Both of those bedrooms have a walk-in closet and a jack-and-jill bathroom with two (2) lavatories, one shower, and one bathtub. There is a porch that can be accessed from the great room and the breakfast area. There are two (2) additional porches that can be accessed from the master bedroom and the front corner bedroom

Living Area – Approximately 3,227 square feet
Porch Area – Approximately 412 square feet

Unit 301

As you enter the entrance door off the common hallway/lobby on the third floor, you enter into a foyer with a coat closet. The first door to the right is a pantry, which leads to the kitchen, which opens up to the breakfast area. Adjacent to the kitchen is the great room and dining area. There is a three-sided fireplace between the great room and the dining area. Continuing down the hallway on the left is a laundry room with mechanical room and powder room, which powder room has one lavatory and one toilet. At the end of the main hallway is a master bedroom suit, which has a walk-in closet and a master bathroom, containing two (2) lavatories, one shower, one bathtub, one toilet, and a linen closet. If you turn left at the end of the main hallway down a short hallway, there are two (2) bedrooms. Both bedrooms have a walk-in closet and a jack-and-jill bathroom with two (2) lavatories, two (2) toilets, one shower, and one bathtub. There is a porch that can be accessed from the great room and the breakfast area. There are two (2) additional porches that can be accessed from the master bedroom and the front corner bedroom.

Living Area – Approximately 3,227 square feet
Porch Area – Approximately 412 square feet

Unit 302

As you enter the entrance door off the common hallway/lobby on the third floor, you enter into a foyer with a coat closet. Immediately to the right there is a hallway that leads to two (2) bedrooms. Both bedrooms have a walk-in closet and a bathroom with one lavatory, one toilet, on bathtub/shower. Down the same hallway is a mechanical room. To the left off the main hallway there is a short hallway with a master bedroom suite, which has a walk-in closet and a master bathroom containing two (2) lavatories, one shower, on bathtub, one toilet, and a linene closet. Down the same hallway is a laundry room with a mechanical room. The first door to the right down the main hallway is a pantry, which leads to the kitchen, which opens up to the breakfast area. Adjacent to the kitchen is the great room with dining area. There is a powder room with one lavatory and one toilet. There is a porch that can be accessed from the great room and the breakfast area. There are two (2) additional porches that can be accessed from the master bedroom and both other bedrooms.

EXHIBIT D

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

Living Area – Approximately 3,506 square feet
Porch Area – Approximately 432 square feet

Unit 303

As you enter the entrance door off the common hallway/lobby on the third floor, you enter into a foyer with a coat closet. The first door to the left is a pantry, which leads to the kitchen, which opens up to the breakfast area. Adjacent to the kitchen is the great room with dining area. There is a three-sided fireplace between the great room and the dining area. Continuing down the hallway on the right is a laundry room with mechanical room and powder room with one lavatory and one toilet. At the end of the main hallway is a master bedroom suite, which has a walk-in closet and master bathroom containing two (2) lavatories, one shower, one bathtub, one toilet, and a linen closet. You turn right at the end of the main hallway down a short hallway to two (2) bedrooms. Both of those bedrooms have a walk-in closet and a jack-and-jill bathroom with two (2) lavatories, one shower, and one bathtub. There is a porch that can be accessed from the great room and the breakfast area. There are two (2) additional porches that can be accessed from the master bedroom and the front corner bedroom

Living Area – Approximately 3,227 square feet
Porch Area – Approximately 412 square feet

Unit 401

As you enter the entrance door off the common hallway/lobby on the fourth floor, you enter into a foyer with a coat closet. The first door to the right is a pantry, which leads to the kitchen, which opens up to the breakfast area. Adjacent to the kitchen is the great room and dining area. There is a three-sided fireplace between the great room and the dining area. Continuing down the hallway on the left is a laundry room with mechanical room and powder room, which powder room has one lavatory and one toilet. At the end of the main hallway is a master bedroom suit, which has a walk-in closet and a master bathroom, containing two (2) lavatories, one shower, one bathtub, one toilet, and a linen closet. If you turn left at the end of the main hallway down a short hallway, there are two (2) bedrooms. Both bedrooms have a walk-in closet and a jack-and-jill bathroom with two (2) lavatories, two (2) toilets, one shower, and one bathtub. There is a porch that can be accessed from the great room and the breakfast area. There are two (2) additional porches that can be accessed from the master bedroom and the front corner bedroom.

Living Area – Approximately 3,227 square feet
Porch Area – Approximately 412 square feet

Unit 402

As you enter the entrance door off the common hallway/lobby on the fourth floor, you enter into a foyer with a coat closet. Immediately to the right there is a hallway that leads to two (2) bedrooms. Both bedrooms have a walk-in closet and a bathroom with one lavatory, one toilet, on bathtub/shower. Down the same hallway is a mechanical room. To the left off the main hallway there is a short hallway with a master bedroom suite, which has a walk-in closet and a master bathroom containing two (2) lavatories, one shower, on bathtub, one toilet, and a linene closet. Down the same hallway is a laundry room with a mechanical room. The first door to the right down the main hallway is a pantry, which leads to the kitchen, which opens up to the breakfast area. Adjacent to the kitchen is the great room with dining area. There is a powder room with one lavatory and one toilet. There is a porch that can be accessed from the

EXHIBIT D

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

great room and the breakfast area. There are two (2) additional porches that can be accessed from the master bedroom and both other bedrooms.

Living Area – Approximately 3,506 square feet
Porch Area – Approximately 432 square feet

Unit 403

As you enter the entrance door off the common hallway/lobby on the fourth floor, you enter into a foyer with a coat closet. The first door to the left is a pantry, which leads to the kitchen, which opens up to the breakfast area. Adjacent to the kitchen is the great room with dining area. There is a three-sided fireplace between the great room and the dining area. Continuing down the hallway on the right is a laundry room with mechanical room and powder room with one lavatory and one toilet. At the end of the main hallway is a master bedroom suite, which has a walk-in closet and master bathroom containing two (2) lavatories, one shower, one bathtub, one toilet, and a linen closet. You turn right at the end of the main hallway down a short hallway to two (2) bedrooms. Both of those bedrooms have a walk-in closet and a jack-and-jill bathroom with two (2) lavatories, one shower, and one bathtub. There is a porch that can be accessed from the great room and the breakfast area. There are two (2) additional porches that can be accessed from the master bedroom and the front corner bedroom

Living Area – Approximately 3,227 square feet
Porch Area – Approximately 412 square feet

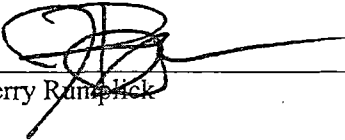
EXHIBIT D

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

EXHIBIT D

Certification

I, Jerry Rumplick, hereby certify that the construction drawings set forth herein (**Exhibit D**) accurately depict the building and floor plans and the elevations of the Building in The Oaks at Riverside South Horizontal Property Regime. I further certify that I am a licensed architect in the State of South Carolina.



Jerry Rumplick

EXHIBIT D

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

EXHIBIT E

Schedule of Assigned Values and Percentage Interests

Each Unit Owner owns, in addition to his or her Unit, an undivided interest in the Common Areas of the Regime, which Percentage Interest has been determined and computed by taking, as a basis, the value of each individual Unit in relation to the value of the Units as a whole. Such percentage interest in the Common Areas of each Unit Owner shall be the same. The Percentage Interest shall be adjusted so that the total Percentage Interest equals one hundred (100%) percent.

The value set forth for each Unit is \$2,000,000.00. THE BASIS FOR DETERMINING VALUE AS SET FORTH BELOW IS FOR THE SOLE PURPOSE OF COMPLYING WITH THE ACT AND DOES NOT NECESSARILY REFLECT THE MARKET VALUE OF THE UNIT OR OF THE PROPERTY OF THE REGIME AND SHALL IN NO WAY INHIBIT OR RESTRICT THE FIXING OF A DIFFERENT VALUE OR SALES PRICE BY A UNIT OWNER TO HIS UNIT IN ANY TYPE OF ACTS, AGREEMENTS, OR CONTRACTS.

<u>UNIT</u>	<u>VALUE</u>	<u>INTEREST STATED IN PERCENTAGE INTEREST</u>
201	\$2,000,000.00	11.1112%
202	\$2,000,000.00	11.1111%
203	\$2,000,000.00	11.1111%
301	\$2,000,000.00	11.1111%
302	\$2,000,000.00	11.1111%
303	\$2,000,000.00	11.1111%
401	\$2,000,000.00	11.1111%
402	\$2,000,000.00	11.1111%
403	<u>\$2,000,000.00</u>	<u>11.1111%</u>
Total	\$18,000,000.00	100.0000%

EXHIBIT E

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

EXHIBIT F

Articles of Organization for the Association

see attached

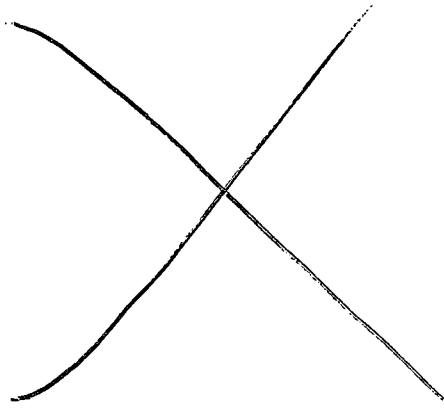
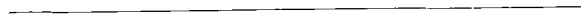


EXHIBIT F

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

AUG 19 2015

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
ARTICLES OF INCORPORATION
Nonprofit Corporation - Domestic


SECRETARY OF STATE OF SOUTH CAROLINA

Pursuant to S.C. Code of Laws §33-31-202, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is **The Oaks at Riverside South Property Owners Association, Inc.**

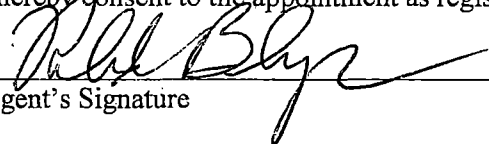
2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is:

Street Address: **1023 Clements Ferry Road**
City State Zip Code: **Charleston, SC 29492**
County: **Berkeley**

The name of the registered agent of the nonprofit corporation at that office is:

Richard Behringer

I hereby consent to the appointment as registered agent of the corporation.


Agent's Signature

3. Check "a", "b", or "c" whichever is applicable. Check only one box:

- a. The nonprofit corporation is a public benefit corporation.
- b. The nonprofit corporation is a religious corporation.
- c. The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b", whichever is applicable.

- a. This corporation will have members.
- b. This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is:

Street Address: **1023 Clements Ferry Road**
City State Zip Code: **Charleston, SC 29492**
County: **Berkeley**

6. If this nonprofit corporation is either a public benefit or religious corporation complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed

EXHIBIT F

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

150820-0019 FILED: 08/19/2015
OAKS AT RIVERSIDE SOUTH PROPERTY OWNERS ASSOCIAT
Filing Fee: \$25.00 ORIG



Mark Hammond

South Carolina Secretary of State

DOC: 2015036723
R8 2047: 927

upon dissolution of the corporation. If you are going to apply for 501(c)(3) status, you must complete section "a."

- a. Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.
- If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.
-

OR

- b. If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporations or to one or more of the entities described in (a.) above.
- If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.
-

7. If the corporation is a mutual benefit corporation complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

- a. Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.
- b. Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to _____.

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See S.C. Code of Laws §33-31-202(c)).

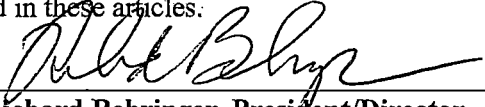
EXHIBIT F

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

9. The name and address of each incorporator is as follows (only one is required, but you may have more than one).

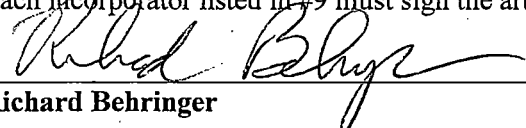
Richard Behringer
1023 Clements Ferry Road
Charleston, SC 29492

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:



Richard Behringer, President/Director

11. Each incorporator listed in #9 must sign the articles.



Richard Behringer

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is N/A.

Filing Checklist

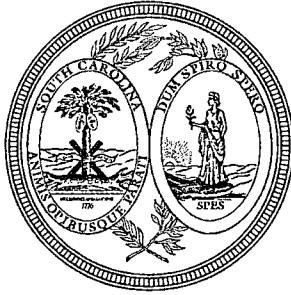
- Articles of Incorporation (in duplicate)
- \$25.00 made payable to the SC Secretary of State - Political Associations must also submit CL-1 form and additional \$25.00 fee
- Self-Addressed, Stamped Return Envelope
- Return all documents to:

South Carolina Secretary of State's Office
Attn: Corporate Filings
1205 Pendleton Street, Suite 525
Columbia, SC 29201

EXHIBIT F

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Incorporation, Nonprofit Corporation

I, Mark Hammond, Secretary of State of South Carolina, Hereby Certify that:

OAKS AT RIVERSIDE SOUTH PROPERTY OWNERS ASSOCIATION, INC., THE, a nonprofit corporation duly organized under the laws of the State of South Carolina on August 19th, 2015, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose.

Now, therefore, I, Mark Hammond, Secretary of State, by virtue of the authority in me vested by the S.C. Code Ann. §33-31-101 et seq., do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, of the S.C. Code of Laws and Acts amendatory thereto.

Given under my Hand and the Great Seal of the State of South Carolina this 24th day of August, 2015.

Mark Hammond
Mark Hammond, Secretary of State

EXHIBIT G

Bylaws for the Association

see attached

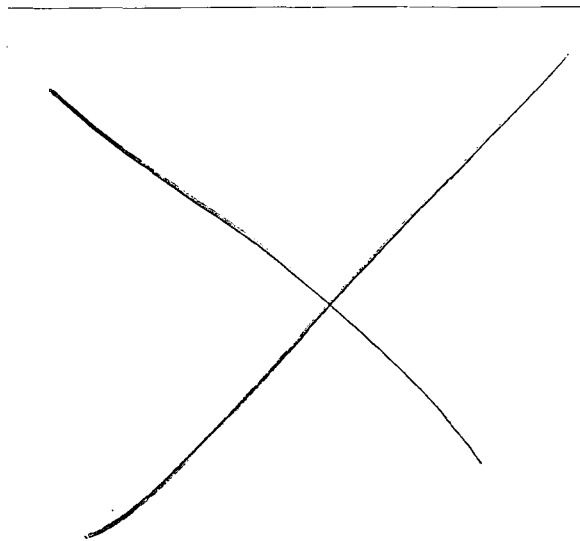


EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

**BYLAWS
OF
THE OAKS AT RIVERSIDE SOUTH PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE 1

Name, Purpose, Principal Office and Definitions

1.1. Name. The Name of the corporation is THE OAKS AT RIVERSIDE South PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation existing under the laws of South Carolina (the "Association").

1.2. Purpose. The corporation has been organized for the purpose of administering a horizontal property regime established pursuant to the Horizontal Property Regime Act of South Carolina (the "Act").

1.3. Principal Office. The principal office of the Association shall be located in the State of South Carolina. The Association may have such offices, either within or outside of the State of South Carolina, as the Board of Directors may determine or as the affairs of the Association may require.

1.4. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Master Deed of THE OAKS AT RIVERSIDE South Horizontal Property Regime filed in the Office of the Register of Deeds for Berkeley County, South Carolina, as it may be amended (the "Master Deed"), unless the context indicates otherwise.

ARTICLE 2

Association: Membership, Meetings, Quorum, Voting, Proxies

2.1. Membership. An Owner of a Unit shall automatically become a Member of the Association as more fully set forth in the Master Deed, the terms of which pertaining to membership are incorporated by this reference. If title to a Unit is held by more than one (1) person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) weighted vote per Unit, which vote shall be appurtenant to such Unit and weighted in accordance with the percentage of undivided interest in the Common Elements attributable to each Unit, as shown on **Exhibit E** of the Master Deed. In the event an Owner is a corporation, partnership, trust or other legal entity not being a natural person or persons, then any natural person designated by the entity shall be eligible to represent such entity or entities in the affairs of the Association. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

2.2. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board, either within the Condominium or as convenient as is possible and practical.

EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

2.3. Annual Meetings. The first annual meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular meetings shall be held annually on a date and at a time set by the Board.

2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least Twenty percent (20%) of the total vote in the Association.

2.5. Notice of Meetings. Written notice stating the place, day, and time of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Association, with postage prepaid.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members either before or after a meeting. Attendance at a meeting by a Member or the Member's proxy shall be deemed waiver by such member of notice of the time, date and place thereof, unless such Member or proxy specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Members or their proxies holding at least fifty-one percent (51%) of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) nor more than ten (10) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

2.8. Voting. The voting rights of the Members shall be as set forth in the Master Deed and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference. Notwithstanding anything in these Bylaws to the contrary, a majority of the Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the Unit Owners of all the Units to vote their interest at all meetings of the Association, unless such Unit Owner is present or has filed a proxy as set forth in Section 2.9 of the Bylaws of the Association attached to this Master Deed. Whenever the approval or disapproval of a Unit Owner is required by the Horizontal Property Regime Act, this Master Deed or the Bylaws of the Association, such approval or disapproval shall be made only by the person who would be entitled to cast the vote at any meeting of the Association.

EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

2.9. Proxies. At all meetings of Members, each Member may vote in person (if a corporation, partnership or trust, through any officer, director, partner or trustee duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of South Carolina law. All proxies shall be in writing specifying the Unit(s) for which it is given, signed by the Members or its duly authorized attorney in fact, dated and filed with the Secretary of the Association prior to any meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Unit for which it is given, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member who is a natural person, or written revocation, or 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

2.10. Quorum. Except as otherwise provided in these Bylaws or Master Deed, the presence, in person or by proxy, of Members representing Twenty Five percent (25%) of the total votes in the Association shall constitute a quorum at all meetings of the Association. The vote of the Members present and eligible to vote representing fifty-one percent (51%) of the weighted vote present and eligible to vote shall constitute a decision of the Association.

2.11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all transactions occurring at such meeting.

2.12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote, if written consent specifically authorizing the proposed action is signed by all Members entitled to vote thereon. Such consent shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days of receiving authorization for any action by written consent, the Secretary shall give notice to all Members summarizing the material features of the authorized action.

ARTICLE 3

Board of Directors; Powers, Meetings

A. Composition and Selection.

3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Developer, the directors shall be Owners, residents or eligible Members; provided, however, no Owner shall be eligible to serve as a director if any assessment for such person's Unit is delinquent. A "resident" shall be any natural person eighteen (18) years of age or older whose principal place of residence is a Unit within the Condominium. In the case of a Member who is not a natural person, any officer, director, partner, employee or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by the Developer.

EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

3.2. Numbers of Directors. The Board of Directors shall consist of up to three (3) directors, as provided in Section 3.4 below.

3.3. Nomination and Election of Directors. Except with respect to directors appointed by the Developer, directors shall be nominated from the floor or may be nominated by a nominating committee, if such a committee is established by the Board of Directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Each Owner may cast the entire vote assigned to his, her, its Unit for each position to be filled. There shall be no cumulative voting. The number of candidates equal to the number of positions to be filled receiving the great number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.4. Election and Terms of Office.

- A. The initial Board shall consist of one (1) to three (3) directors to be appointed by the Developer.
- B. Upon termination of the Developer's right to appoint directors as provided in the Master Deed, the number of Directors shall be set at three (3), and the Association shall hold an election at which the Members shall be entitled to elect all three (3) directors, with the two (2) directors receiving the largest number of votes being elected for a term of two (2) years and one (1) director being elected for a term of one (1) year.

Upon the expiration of the term of office of each initial director elected by the Members, a successor shall be elected to serve a term of two (2) years, and all sequent terms shall be for two (2) years. The directors elected by the Members shall hold office until their respective successors have been elected.

3.5. Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by Members holding two-thirds (2/3) of the votes entitled to be cast for his or her election. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director.

Any director elected by the Members who has three or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the resident of a Unit that is delinquent or is the representative of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a Majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of a director elected by the Members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term.

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Maser Deed of The Oaks at Riverside South Horizontal Property Regime

This Section shall not apply to directors appointed by the Developer. The Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by the Developer.

B. Meetings.

3.6. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as the Board shall fix.

3.7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as a majority of the directors shall determine, but at least one such meeting shall be held each quarter.

3.8. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two of the directors.

3.9. Notice. Notice of the time and place of a regular meeting shall be communicated to the directors not less than four (4) calendar days prior to the meeting. Notice of the time and place of a special meeting shall be communicated to directors not less than forty eight (48) hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person in the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (iv) telecopier transmission to the director's home or office, with confirmation of receipt by the receiving telecopier; or (v) telegram, charges prepaid. All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal delivery, telephone, telecopier or telegraph shall be deemed communicated when delivered, telephoned, telecopied or given to the telegraph company.

3.10. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or whenever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about lack of adequate notice.

3.11. Telephonic Participation in a Meetings. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board or committee by means of conference telephone or similar communication equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

3.12. Quorum of Board of Directors. At all meetings of the Board of Directors, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors, unless otherwise specifically provided by the Bylaws or the Master Deed. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least the Majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a Majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than ten (10) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13. Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing at least fifty-one percent (51%) of the total votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board of Directors prior to entering into such contract and such contract was approved by a Majority of the Board of Directors, excluding the interested director.

3.14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of Board meetings recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15. Open Meetings. Subject to the provisions of Section 3.16, all meetings of the Board of Directors shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board, reconvene in executive session, and exclude Members to discuss matters of a sensitive nature.

3.16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.17. Powers. The Board of Directors shall have all the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Master deed, these Bylaws, the Articles, and as provided by law. The Board of Directors may do or cause to be done all acts and things as are not directed by the Master Deed, Articles, these Bylaws, or South Carolina law to be done and exercised exclusively by the membership generally.

3.18. Duties. The duties of the Board shall include, without limitation:

EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

- A. Preparing and adopting, in accordance with the Master Deed, an annual budget establishing each Owners share of the Common Expenses;
- B. Levying and collecting such assessments from the Owners, as set forth in the Master Deed;
- C. Providing for the operation, care, upkeep, and maintenance of those portions of the Condominium as provided in the Master Deed;
- D. Designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;
- E. Depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association; provided, any reserve fund may be deposited, in the director's best judgement, in depositories other than banks;
- F. Making and amending rules in accordance with the Master Deed;
- G. Opening of bank accounts on behalf of the Association and designating the signatories required;
- H. Making or contracting for the making of repairs, additions, replacements and improvements to or alterations of the Common Elements in accordance with the Master Deed and these Bylaws including the maintenance of any roads, lakes, pond, retention ponds, and drainage ditches located on the Common Property;
- I. Enforcing by legal means the provisions of the Master Deed, these Bylaws, and the rules of the Association and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board of Directors reasonably determines is, or, is likely to be construed as, inconsistent with applicable law, or in a case in which the Board of Directors reasonably determines that the Association's position is not strong enough to justify taking enforcement action;
- J. Obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Master Deed, paying the cost thereof, and filing and adjusting claims to the Association;
- K. Paying the cost of all services rendered to the Association;
- L. Keeping books with detailed accounts of the receipts and expenditures of the Association;

EXHIBIT G

Master Deed of The Oaks at Riverside South Horizontal Property Regime

- M. Making available to any Owner, and the holder, insurer, and guarantors of any mortgage on any Unit, current copies of the Master Deed, the Articles of Incorporation, the Bylaws, rules and all other books, records and financial statements of the Association, as provided in Article 6, Section 6.4;
- N. Permitting utility suppliers to use portions of the Common Elements reasonably necessary for the ongoing development or operation of the Condominium;
- O. Granting utility or other easements upon, over or across the Common Elements; and
- P. Indemnifying a director, officer or committee member or former director, officer or committee member of the Association to the extent such indemnity is required by South Carolina law, the Articles of the Incorporation or the Master Deed.

3.19. Management. The Board of Director may employ for the Association a professional management agent or agents at such compensation as the Board of Directors may establish, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate such powers as are necessary for the manager's performance of its assigned duties, but shall not delegate policy-making authority.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the period that the Declaranthas the right to appoint and remove directors of the Association unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty. In addition, any management contract executed by the Association shall contain a termination clause permitting termination, with or without cause and without penalty, upon no more than ninety (90) days written notice.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board on all matter related to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.20. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- A. Cash basis accounting, as defined by generally accepted accounting principles, shall be employed;
- B. Accounting and controls should conform to generally accepted accounting principles;
- C. Cash accounts of the Association shall not be commingled with any other accounts;
- D. No remuneration shall be accepted by the managing agent from vendors, independent contractors or others proving services to the Association, whether in the form of commissions, finder's fees, service fees, prizes or otherwise; anything of value received shall benefit the Association;

EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

- E. Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- F. Commencing at the end of the quarter in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly (such financial statements shall include an income statement reflecting all income and expense activity for the proceeding period on an accrual basis and may include such other reports as deemed necessary by the Board); and
- G. An annual financial report shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year and at each Association annual meeting. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines.

3.21. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period exceeds or would exceed ten (10%) of the budgeted gross expenses of the Association for that fiscal year, then Board of Directors shall obtain the approval of Members representing at least sixty-seven percent (67%) of the total votes allocated to Units prior to borrowing such money.

3.22. Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational or other agreements with trust, condominiums, cooperatives or neighborhoods and other owners or residents associations, within and outside of the Condominium; provided any common management agreement shall require the consent of a majority of the total numbers of directors of the Association.

3.23. Enforcement. In addition to such other rights as are specifically granted under the Master Deed, the Board of Directors shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the Unit of the violator, and to suspend an Owner's right to vote for violation of any duty imposed under the Master Deed, these Bylaws, or any Association rules. The failure of the Board to enforce any provision of the Master Deed, Bylaws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

- A. Notice. Prior to imposition of any sanction hereunder or under the Master Deed, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided, the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10 day period. Such suspension shall

EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by the same person. In the event of a violation which recurs within one year from the date of any notice hereunder, the Board may impose a sanction without notice to the violator.

- B. Hearing. If a hearing is requested within the allotted 10 day period, the hearing shall be held before the Board of Directors in executing session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- C. Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Master Deed, these Bylaws, or the rules of the Association by self-help (for example, the towing of vehicles that are in violation of parking rules and the removal of pets that are in violation of pet rules) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all cost, including reasonable attorney's fees actually incurred. Any entry onto a Unit for purposes of exercising this power of self-help shall not be deemed as trespass.

ARTICLE 4 Officers

4.1. Officers. The officers of the Association shall be a President, a Vice President, Secretary and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistance Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. The offices of Secretary and Treasurer may be held by the same person.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members, to serve until their successors are elected.

4.3. Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interest of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal or otherwise for the unexpired portion of the term.

4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may

EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Vice President shall perform those duties delegated to him by the President or the Board of Directors and he shall have the duties of the President in the absence of the President. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Master Deed and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall keep the minutes of all meetings of the Association and Board of Directors and have charge of such books and papers as the Board of Director may direct.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contract, Deed, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two officers or by such other persons or persons as may be designated to make it effective.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Article 3, Section 3.13.

ARTICLE 5

Committees

The Board of Directors may appoint such committees as it deems appropriate to perform such task and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

ARTICLE 6

Miscellaneous

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board of Directors establishes a different fiscal year by resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of the Association proceedings when not in conflict with South Carolina law, the Articles of Incorporation, the Master Deed, or these Bylaws.

6.3. Conflicts. If there are conflicts between the provisions of South Carolina law, the Master Documents, the Articles of Incorporation, the Master Deed, and these Bylaws, the provisions of South Carolina law, the Master Documents, the Master Deed, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

6.4. Books and Records.

- A. Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first mortgage on a Unit, any Member, any person who executed a binding contract for the

EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

purchase of a Unit, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Unit: the Master Deed, Bylaws and Articles of Incorporation, any amendments to the foregoing, the rules of the Association, books of accounts, the minutes of meetings of the members the Board of Directors, and committees, and the Association's corporate books and records. The Board of Directors shall provide for such inspection to take place at the office of the Association or at such place within the Condominium as the Board shall designate.

- B. Rules for Inspection. The Board shall establish reasonable rules with respect to:
- (1) notice to be given to the custodian of the records; (2) hours and days of the week when such an inspection may be made; and (3) Payment of the cost of reproducing copies of documents requested.
- C. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

6.5. Notices. Except as otherwise provided in the Master Deed or these Bylaws, all notices, demands, bills, statements and other communications under the Master Deed or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

- A. If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member, or
- B. If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. Amendment.

- A. By Developer. For so long as the Declarant has the right to appoint and remove directors of the Association as provided in the Master Deed, the Declarant may unilateral amend these Bylaws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units, (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency.

EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

However, any such amendment shall not adversely effect the title to any Unit unless the Owner shall consent in writing.

- B. By Members. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least two-thirds (2/3) of the total votes in the Association and for so long as the Declarant owns a Unit or has the right to appoint a Majority of the directors of the Association, the consent of the Developer. If a meeting is called for the purpose of considering a proposed amendment hereunder, such meeting shall be called in accordance with these Bylaws. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.
- C. Validity and Effective Date. Any amendment to these Bylaws shall become effective upon recordation in the County in which the Master Deed is filed, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within three months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of the Declarant for so long as the Declarant owns any portion of the Condominium.

If a Member consents to any amendment to the Master Deed or these Bylaws, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any mortgage or contract between the Member and a third party will affect the validity of such amendment.

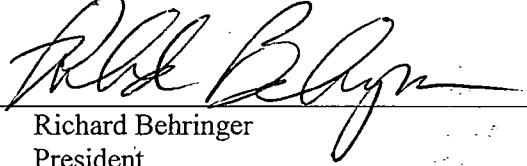
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EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

The foregoing was adopted as Bylaws of **The Oaks at Riverside South Property Owners Association, Inc.**, at the first meeting of the Board of Directors on the 1st day of July, 2015.

THE OAKS AT RIVERSIDE SOUTH PROPERTY OWNERS ASSOCIATION, INC., a South Carolina nonprofit corporation



BY: Richard Behringer
ITS: President

EXHIBIT G

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

EXHIBIT H

Mortgagee Consent

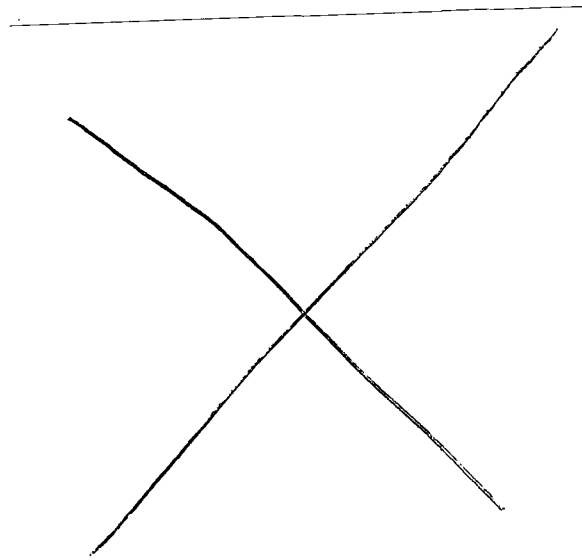


EXHIBIT H

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

MORTGAGEE CONSENT TO THE EXECUTION AND RECORDING OF THE MASTER DEED OF THE OAKS AT RIVERSIDE SOUTH HORIZONTAL PROPERTY REGIME

THIS MORTGAGEE CONSENT TO THE EXECUTION AND RECORDING OF THE MASTER DEED OF THE OAKS AT RIVERSIDE SOUTH HORIZONTAL PROPERTY REGIME (hereinafter, the "**Consent**") is entered into this 15th day of July, 2015 (hereinafter, the "**Effective Date**"), by NBSC, a division of **SYNOVUS BANK**, formerly known as **THE NATIONAL BANK OF SOUTH CAROLINA** (hereinafter, the "**Lender**"), with regard to Lender's mortgage on certain real property in on Daniel Island, in the City of Charleston, County of Berkeley, State of South Carolina, described in detail below.

WHEREAS, DI Associates, LLC obtained a loan from Lender on January 26, 2010 (hereinafter, the "**Loan**");

WHEREAS, to secure the repayment of the Loan, DI Associates, LLC executed and recorded in favor of Lender a Commercial Mortgage of Real Property and Security Agreement dated January 26, 2010 (hereinafter, the "**Mortgage**"), which Mortgage was recorded January 28, 2010 in the ROD Office for Berkeley County in Book 8305, at Page 308;

WHEREAS, the Mortgage originally encumbered twelve (12) Units in The Oaks at Riverside Horizontal Property Regime, established by the recording the of Master Deed of The Oaks at Riverside Horizontal Property Regime (hereinafter the "**Regime**"), which Master Deed was dated February 14, 2008 and recorded February 14, 2008 in the ROD Office for Berkeley County in Book 7160, at Page 112 (hereinafter, the "**Master Deed**");

WHEREAS, three (3) of the twelve (12) Units in the Regime that were encumbered by the Mortgage have been released, so Lender's Mortgage currently covers the following nine (9) Units: Unit 201, South Building; Unit 202, South Building; Unit 203, South Building; Unit 301, South Building; Unit 302, South Building; Unit 303, South Building; Unit 401, South Building; Unit 402, South Building; and Unit 403, South Building;

WHEREAS, Lender previously consented to the termination of the Regime and the Master Deed; and

WHEREAS, Lender now wishes to consent to the execution and recording of the Master Deed of The Oaks at Riverside South Horizontal Property Regime and the establishment of The Oaks at Riverside Horizontal Property Regime.

EXHIBIT H

Maser Deed of The Oaks at Riverside South Horizontal Property Regime

**CONSENT TO THE ESTABLISHMENT
OF HORIZONTAL PROPERTY REGIME**

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Lender described above, as the mortgagee of real property owned by DI Associates, LLC, through the Mortgage described above, for itself and its successors and assigns, does hereby consent to: (A) recording of the Master Deed of The Oaks at Riverside South Horizontal Property Regime; (B) the establishment of The Oaks at Riverside South Horizontal Property Regime; (C) the subjecting of the mortgaged property to the provisions of the South Carolina Horizontal Property Act, S.C. Code Ann. § 27-31-10, *et seq.*; (D) the establishment of The Oaks at Riverside South Property Owners Association, Inc.

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EXHIBIT H

Master Deed of The Oaks at Riverside South Horizontal Property Regime

EXHIBIT I

Consent of Master Declarant and Master Association

see attached

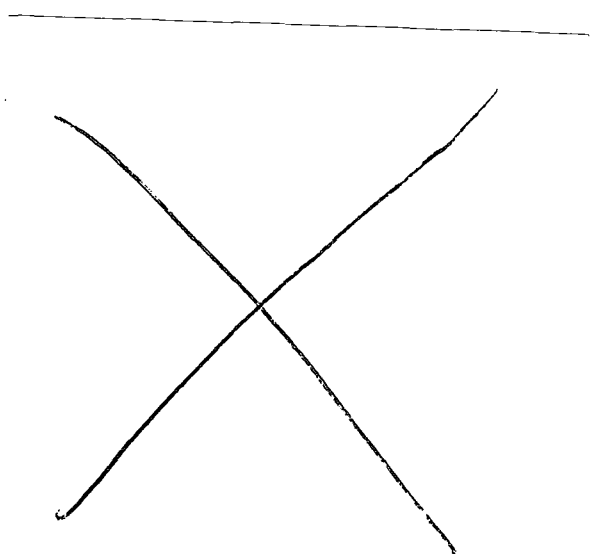


EXHIBIT I

Master Deed of The Oaks at Riverside South Horizontal Property Regime

**MASTER DECLARANT CONSENT TO ESTABLISHMENT OF
THE OAKS AT RIVERSIDE SOUTH HORIZONTAL PROPERTY REGIME**

THIS MASTER DECLARANT CONSENT TO ESTABLISHMENT OF THE OAKS AT RIVERSIDE SOUTH HORIZONTAL PROPERTY REGIME (hereinafter, the “*Consent*”) is entered into this 22nd day of June, 2015 (hereinafter, the “*Effective Date*”), by **THE DANIEL ISLAND COMPANY, INC.**, a South Carolina corporation (hereinafter, the “*Master Declarant*”).

WHEREAS, Master Declarant is the declarant under the Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated March 2, 1999, and recorded in the ROD Office for Berkeley County in Book 1587, Page 220, as amended from time to time (hereinafter, the “*Master Declaration*”); and

WHEREAS, Master Declarant consents to the establishment of the Regime and the recording of the Master Deed as is set forth below.

**CONSENT TO ESTABLISHMENT OF
HORIZONTAL PROPERTY REGIME**

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Master Declarant, for itself and its successors and assigns, does hereby consent to: (A) the submission of the real property described herein to the provisions of the Master Deed of The Oaks at Riverside South Horizontal Property Regime; (B) the submission of the real property described herein to the provisions of the South Carolina Horizontal Property Act, S.C. Code Ann. § 27-31-10, *et seq.*; (C) the recording of the Master Deed of The Oaks at Riverside South Horizontal Property Regime; and (E) the establishment of The Oaks at Riverside South Property Owners Association, Inc.

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EXHIBIT I

Master Deed of The Oaks at Riverside South Horizontal Property Regime

**MASTER ASSOCIATION CONSENT TO ESTABLISHMENT OF
THE OAKS AT RIVERSIDE SOUTH HORIZONTAL PROPERTY REGIME**

THIS MASTER ASSOCIATION CONSENT TO ESTABLISHMENT OF THE OAKS AT RIVERSIDE SOUTH HORIZONTAL PROPERTY REGIME (hereinafter, the "*Consent*") is entered into this 2nd day of June, 2015 (hereinafter, the "*Effective Date*"), by the **DANIEL ISLAND TOWN CENTER OWNERS ASSOCIATION, INC.**, a South Carolina corporation (hereinafter, the "*Master Association*").

WHEREAS, the Master Association is the non-profit entity charged with managing the properties and affairs of the owners as set forth in the Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated March 2, 1999, and recorded in the ROD Office for Berkeley County in Book 1587, Page 220, as amended from time to time (hereinafter, the "*Master Declaration*"); and

WHEREAS, the Master Association consents to the establishment of the Regime and the recording of the Master Deed as is set forth below.

**CONSENT TO ESTABLISHMENT OF
HORIZONTAL PROPERTY REGIME**

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Master Association, for itself and its successors and assigns, does hereby consent to: (A) the submission of the real property described herein to the provisions of the Master Deed of The Oaks at Riverside South Horizontal Property Regime; (B) the submission of the real property described herein to the provisions of the South Carolina Horizontal Property Act, S.C. Code Ann. § 27-31-10, *et seq.*; (C) the recording of the Master Deed of The Oaks at Riverside South Horizontal Property Regime; and (E) the establishment of The Oaks at Riverside South Property Owners Association, Inc.

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*** *Signatures on Following Page* ***

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

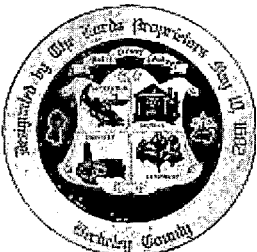
*** THIS PAGE IS PART OF THE INSTRUMENT ***



Instrument #:	2016001227	Return To:	WOODY LAW FIRM, MT PLEASANT
Receipt Number:	10558		622 JOHNNIE DODDS BLVD
Recorded As:	AMENDMENT		MT PLEASANT, SC, 29464
Recorded On:	January 15, 2016	Received From:	WOODY LAW FIRM, MT PLEASANT
Recorded At:	03:25:03 PM	Parties:	
Recorded By:	ROBIN MCMAKIN		Direct- DI ASSOCIATES LLC
Book/Page:	RB 2093: 633 - 637		Indirect- OAKS AT RIVERSIDE SOUTH HORIZONTAL
Total Pages:	5		

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$10.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

1.2 Consent regarding Regime Insurance. Any decision to cancel a policy insuring the Regime, to materially modify a policy insuring the Regime, or to permit a policy insuring the Regime to lapse shall require the consent of at least a majority of Mortgagees holding Mortgages in any Units.

1.3 Implied Consent of Mortgagee. With regard to any matter requiring the consent of Mortgagees, a Mortgagee will be deemed to have consented to any such proposal if a Mortgagee fails to submit a written response to a proposal within sixty (60) days after it receives proper written notice from the Association, provided that the notice was delivered by certified or registered mail, with a return receipt requested.

1.4 Mortgagee Address. It shall be the responsibility of all Mortgagees to provide the Association with the correct address for receiving notices. In the event a Mortgagee fails to provide the Association with such information, or in the event a Mortgagee fails to change such address when appropriate, the Association shall have no responsibility for researching such information.

ARTICLE II:
Miscellaneous Provisions

Except as expressly modified by this Amendment, the Master Deed shall remain in full force and effect. This Amendment may be executed in any number of counterparts.

***** Signatures on Following Page *****
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WITNESS our Hands and Seals this 13 day of January, 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DI ASSOCIATES, LLC, a South Carolina
limited liability company

WITNESS #1

BY: Robert Behringer
ITS: Authorized Agent

WITNESS #2

New York
STATE OF ~~SOUTH CAROLINA~~)
Nassau)
COUNTY OF ~~CHARLESTON~~)

I, the undersigned notary, a Notary Public for the State of ~~South Carolina~~ New York do hereby certify that Robert Behringer, as Authorized Agent of **DI ASSOCIATES, LLC**, a South Carolina limited liability company, personally appeared before me this 13 day of January, 2016 and acknowledged the due execution of the foregoing instrument.

NOTARY PUBLIC FOR ~~SOUTH CAROLINA~~ New York
My commission expires: 5/21/19

Terry Fox
Notary Public State of New York
No. 01FO6164843
Qualified in Nassau County
Commission Expires 05/21/2019

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

*** THIS PAGE IS PART OF THE INSTRUMENT ***



Instrument #:	2016007071	Return To:	WOODY LAW FIRM, MT PLEASANT
Receipt Number:	15224		622 JOHNNIE DODDS BLVD
Recorded As:	AMENDMENT		MT PLEASANT, SC, 29464
Recorded On:	March 10, 2016	Received From:	WOODY LAW FIRM, MT PLEASANT
Recorded At:	03:06:40 PM	Parties:	
Recorded By:	JENN LARA		Direct- DI ASSOCIATES LLC
Book/Page:	RB 2127: 473 - 480		Indirect- OAKS AT RIVERSIDE SOUTH HORIZONTAL
Total Pages:	8		

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$13.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

after written notice of the proposed amendment is given to all Members;

WHEREAS, the Declarant and the Board has notified all Members of the Association of the errors described above and details concerning its desired plan to correct the same with this Amendment, and no objection has been raised within twenty (20) days;

WHEREAS, at this time, the Declarant also holds more than sixty-seven (67%) percent of the votes in the Association and has approved this Amendment; and

WHEREAS, in addition, more than a majority of the Board has approved this Amendment.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant and the Association, for themselves and their heirs, members, successors and assigns, do amend the Master Deed as follows:

1. The drawing within Exhibit D of the Master Deed showing the dock walkways, the docks, and the assignment of each wet slip to a Unit Owner is hereby replaced with the document attached hereto as **Exhibit 1**.

2. Subsection 3.7.1 of the Master Deed is hereby deleted in its entirety and is replaced with the following:

3.7.1 **Dock Walkways as General Common Elements; Exclusive Right to Use Boat Slips**. The walkways of the docks shown on the attached **Exhibit 1** shall be considered General Common Elements. The Board shall have the right, in the future, to establish or adopt specific Rules and Regulations regarding the walkways of the docks in its sole discretion. Such Rules and Regulations shall be binding upon all Unit owners, and all individuals permitted to enter the Development.

The docks shown on **Exhibit 1** contain ten (10) boat slips (one for each Unit and one designated for guests) for the use and enjoyment of the Unit Owners. The Owner of each Unit within the Regime shall have the exclusive right and privilege of using that boat slip assigned to his Unit, as shown on **Exhibit 1**.

With regard to the walkways of the docks, all maintenance, repairs, and replacements shall be made by the Association or its managing agent and shall be charged to all Units as a Common Expense. If any maintenance, repair, or replacement of any portion of the docks is required because of the negligent or willful act or omission of an Owner of a Unit, then such Unit owner shall be responsible for such maintenance, repair, or replacement. Any expense incurred by the Association for such maintenance, repair, or replacement that is not paid by or on behalf of the responsible Unit Owner, or is not paid or payable to the Association from insurance proceeds, shall be a personal obligation of such Unit Owner. If the Unit Owner fails to repay or cause to be repaid such expenses incurred by the Association within five (5) days of receipt of written notice from the Association of the amount owed, then the expense incurred as a result of the failure to repay shall be added to and become a part of the Assessment to which the Owner and his Unit are subject, and shall become a lien against the Unit as

provided herein.

3. Except as expressly modified by this Amendment, the Master Deed shall remain in full force and effect. This Amendment may be executed in any number of counterparts.

***** Signatures on Following Page *****
Remainder of Page Intentionally Left Blank

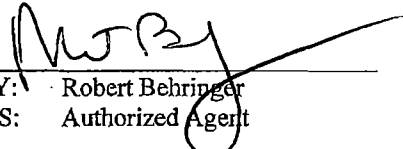
WITNESS our Hands and Seals this 8 day of March, 2016.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

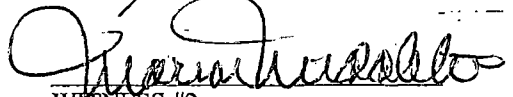
DI ASSOCIATES, LLC, a South Carolina
limited liability company



WITNESS #1



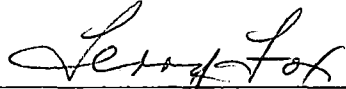
BY: Robert Behringer
ITS: Authorized Agent



WITNESS #2

New York
STATE OF ~~SOUTH CAROLINA~~)
Nassau)
COUNTY OF ~~CHARLESTON~~)

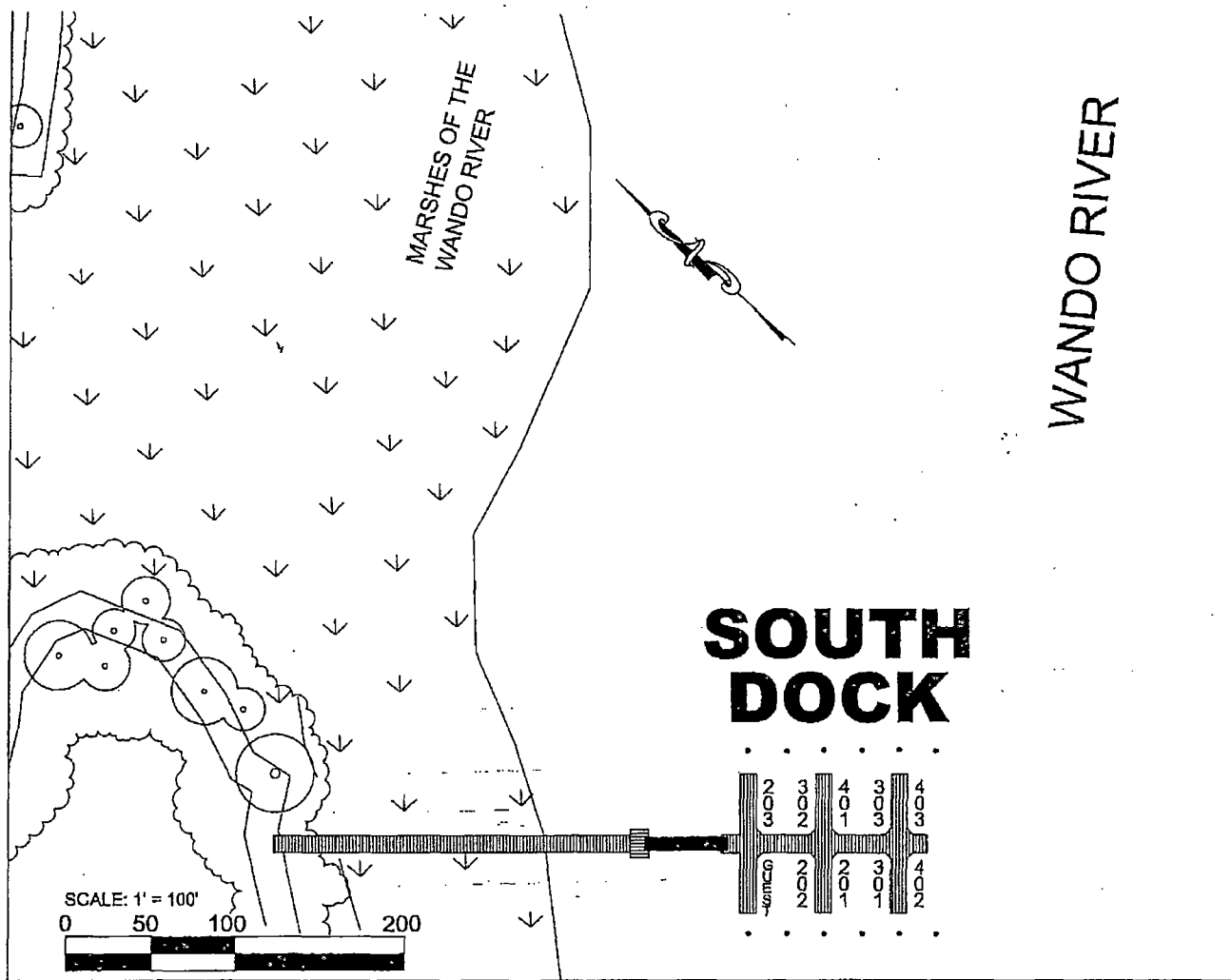
I, the undersigned notary, a Notary Public for the State of South Carolina do hereby certify that Robert Behringer, as Authorized Agent of **DI ASSOCIATES, LLC**, a South Carolina limited liability company, personally appeared before me this 8 day of March, 2016 and acknowledged the due execution of the foregoing instrument.



NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 5/24/19

EXHIBIT 1

see attached



NORTH AND SOUTH DOCKS
THE OAKS AT RIVERSIDE
HORIZONTAL PROPERTY REGIME
DIMENSIONS AND OPTIONS MAY VARY DUE TO FIELD CHANGES

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #:	2019039985		
Receipt Number:	145844	Return To:	CISA & DODDS LLP
Recorded As:	AMENDMENT		858 LOWCOUNTRY BLVD STE 101
Recorded On:	November 01, 2019		MT PLEASANT, SC, 29464
Recorded At:	03:32:00 PM	Received From:	CISA & DODDS LLP
Recorded By:	CRISTAL RAPOSA	Parties:	
Book/Page:	RB 3179: 761 - 766		Direct- DI ASSOCIATES LLC
Total Pages:	6		Indirect- OAKS AT RIVERSIDE SOUTH PROPERTY

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$25.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA)
)
) **THIRD AMENDMENT TO MASTER**
) **DEED FOR THE OAKS ATRIVERSIDE**
) **SOUTH PROPERTY ASSOCIATION,**
 COUNTY OF BERKELEY) **INC.**

THIS THIRD AMENDMENT TO THE MASTER DEED FOR THE OAKS AT RIVERSIDE SOUTH HORIZONTAL PROPERTY REGIME (this "Third Amendment") is made this 19th day of September, 2018, by The Oaks at Riverside South Property Association, Inc., a South Carolina non-profit corporation.

WITNESSETH

WHEREAS, DI Associates, LLC a South Carolina limited liability company (the "Developer"), has previously made, submitted and established the Master Deed for The Oaks at Riverside South Horizontal Property Regime (the "Master Deed"), and submitted the Property more particularly described in Exhibit A thereto to the said Property Association; and

WHEREAS, the Master Deed, dated and recorded on October 30, 2015 and was recorded in the office of the ROD for Berkeley County at Book RB 2047, Page 857; and

WHEREAS, on 3/28/18, the Developer turned over control of the Association to The Oaks at Riverside South Property Association, Inc., a South Carolina non-profit corporation; and

WHEREAS, pursuant to Article 15, Section 15.2 of the Master Deed, The Oaks at Riverside South Property Association, Inc. is authorized to amend the Master Deed by affirmative vote, written consent, or any combination or affirmative vote and written consent of the members of the Association holding sixty-seven percent (67%) or more of the total eligible vote thereof; and

WHEREAS, a vote was held in which sixty seven percent (67%) of the Association's members voted to amend the Master Deed by affirmative vote as certified by the President and Secretary for the Association as set forth in Exhibit "A" hereto;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, The Oaks at Riverside South Property Association, Inc. pursuant to the provisions of Article 15, Section 15.2 of the Master Deed, hereby amends the Master Deed and as follows:

1) Article IV is hereby amended to ADD:

4.12 Capital Contribution Fee. There shall be assessed by the Association and collected from the Purchaser of a Condominium Unit at the Closing of the purchase a capital contribution fee equal to one-half of one percent (0.50%) of the gross purchase price for such property. The capital contribution fee shall be payable to the Association and utilized as determined by the Association's Board of Directors. Any capital contribution fee not paid in accordance with the provisions hereof shall be collectible by Association against the Purchaser in the same manner as a delinquent assessment as set forth in Article 4, Paragraph 4.5 of the Master Deed including, but limited to, the right of Association to collect interest at the rate of eight percent (8%) and recover reasonable attorney fees and costs incurred by Association in collecting such fee.

CISA & DODDS, LLP
 858 LOWCOUNTRY BLVD
 SUITE 101
 MOUNT PLEASANT, SC 29464

Doc# 2019039985
 Total Pages: 6

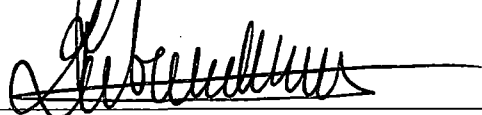
IN WITNESS WHEREOF, The Oaks at Riverside South Property Association, Inc. has caused this Third Amendment to the Master Deed to be executed and to be effective as of this 19th day of September, 2018.

SIGNED, SEALED AND DELIVERED:
IN THE PRESENCE OF:

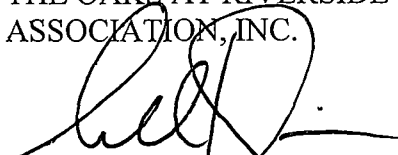
THE OAKS AT RIVERSIDE SOUTH PROPERTY
ASSOCIATION, INC.



WITNESS #1



WITNESS #2



By: Mike Simmons

Its: President

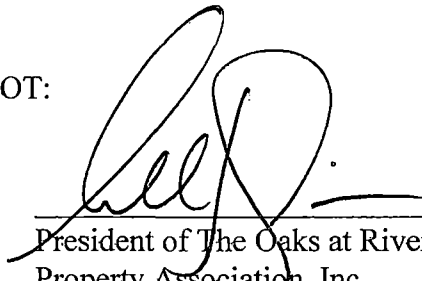
EXHIBIT "A" TO THIRD AMENDMENT TO MASTER DEED

CERTIFICATION OF THE PRESIDENT AND SECRETARY OF THE OAKS AT RIVERSIDE SOUTH PROPERTY ASSOCIATION, INC.

Personally, appeared before me Mike Simmons, the President of The Oaks at Riverside South Property Association, Inc. and Richard Labrudiniere the Secretary of The Oaks at Riverside South Property Association, Inc., who, both being duly sworn, alleges and states the following:

1. We are the duly elected President and Secretary of The Oaks at Riverside South Property Association, Inc.
2. We are each over twenty-one (21) years of age and make this Affidavit on personal knowledge.
3. On September 19, 2018, there occurred a special meeting of the members of the of The Oaks at Riverside South Property Association, Inc.
4. At that meeting, and/or prior to the meeting by written consent of the members, sixty seven percent (67%) of the members of The Oaks at Riverside South Property Association, Inc. voted to affirm the Second Amendment to the Master Deed for The Oaks at Riverside South Property Association, Inc.
5. Pursuant to the Master Deed for The Oaks at Riverside South Property Association, Inc., we are each authorized and required to certify the vote of the membership pursuant to Article 15, Section 15.2(E) of the Master Deed for The Oaks at Riverside South Property Association, Inc., and we each certify this vote to have been stated herein; and

FURTHER THE AFFIANTS SAYETH NOT:



 President of The Oaks at Riverside South
 Property Association, Inc.

SWORN TO BEFORE ME THIS

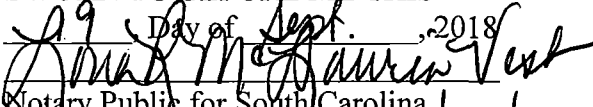
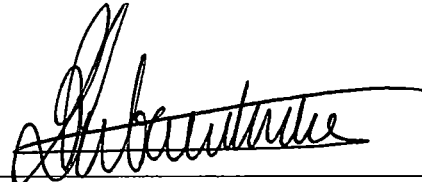
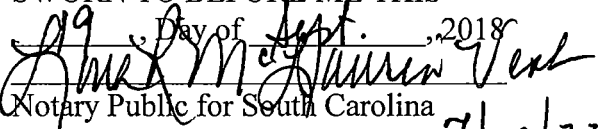
19 Day of Sept., 2018

 Notary Public for South Carolina
 My Commission Expires: 7/20/22

EXHIBIT "A" TO SECOND AMENDMENT TO MASTER DEED
Page 2


Secretary of The Oaks at Riverside South
Property Association, Inc.

SWORN TO BEFORE ME THIS
19 Day of Sept., 2018

Notary Public for South Carolina
My Commission Expires: 7/20/22

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

ACKNOWLEDGMENT

I, LONAR Mc LAURIN VEST, do hereby certify that The Oaks At Riverside South Property Association, Inc., by Mike Simmons, its President, personally appeared before me this day and due execution of the foregoing instrument.

Witness my hand and official seal this 19, day of Sept., 2018.

Lonar Mc Laurin Vest
Notary Public for South Carolina
My Commission Expires: 7/20/22

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

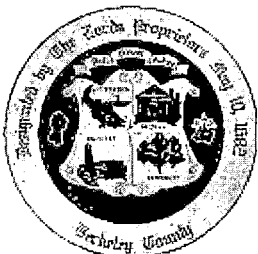
***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****



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Receipt Number:	66210		622 JOHNNIE DODDS BLVD
Recorded As:	AMENDMENT		MT PLEASANT, SC, 29464
Recorded On:	August 10, 2017	Received From:	WOODY LAW FIRM, MT PLEASANT
Recorded At:	03:07:19 PM	Parties:	
Recorded By:	CATHY MILLS		Direct- DI ASSOCIATES LLC
Book/Page:	RB 2536: 24 - 27		Indirect- OAKS AT RIVERSIDE SOUTH PROPERTY
Total Pages:	4		

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee: \$10.00
Tax Charge: \$0.00



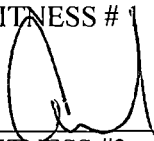
Cynthia B. Forte
Cynthia B Forte - Register of Deeds

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**THE OAKS AT RIVERSIDE SOUTH PROPERTY
OWNERS ASSOCIATION, INC.**, a South Carolina
nonprofit corporation



WITNESS #1



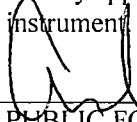
WITNESS #2



BY: Richard Behringer
ITS: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, the undersigned notary, a Notary Public for the State of South Carolina do hereby certify that Richard Behringer, as President of **THE OAKS AT RIVERSIDE SOUTH PROPERTY OWNERS ASSOCIATION, INC.**, a South Carolina nonprofit corporation, personally appeared before me this 15th day of August, 2017 and acknowledged the due execution of the foregoing instrument.


NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 3-18-24

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

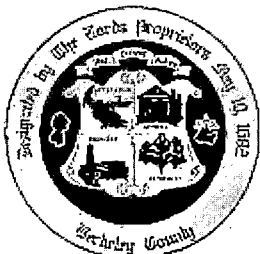
*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #:	2021046872		
Receipt Number:	231986	Return To:	SIMONS & DEAN
Recorded As:	AMENDMENT		147 WAPPOO CREEK DRIVE SUITE 604
Recorded On:	October 04, 2021		CHARLESTON, SC, 29412
Recorded At:	12:29:38 PM	Received From:	SIMONS & DEAN
Recorded By:	CINDY DARBY	Parties:	
Book/Page:	RB 3995: 107 - 111		Direct- OAKS AT RIVERSIDE SOUTH HORIZONTAL
Total Pages:	5		Indirect- OAKS AT RIVERSIDE SOUTH HORIZONTAL

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$25.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

Doc: 2021046872
Total Pages: 5

STATE OF SOUTH CAROLINA)
)
COUNTY OF ~~CHARLESTON~~)
Berkeley

**FIFTH AMENDMENT TO
MASTER DEED OF THE OAKS AT RIVERSIDE SOUTH
HORIZONTAL PROPERTY REGIME**

WHEREAS, this is the Fifth Amendment to Master Deed of The Oaks at Riverside South Horizontal Property Regime (“Amendment”).

WHEREAS, The Oaks at Riverside South Property Owners Association, Inc. (“Association”) is constituted to provide and charged with the operation, care, upkeep and maintenance of the Association and its property as provided for in the Master Deed of The Oaks at Riverside South Horizontal Property Regime, as amended, (“Master Deed”) and Bylaws of The Oaks at Riverside South Property Owners Association, Inc., as amended, (“Bylaws”) recorded October 30, 2015, in Book RB 2047 at Page 857 with the Berkeley County Register of Deeds. The Master Deed was amended by that First Amendment to Master Deed of the Oaks at Riverside South Horizontal Property Regime recorded January 15, 2016, in Book 2093 at Page 633; Second Amendment to Master Deed of The Oaks at Riverside South Horizontal Property Regime recorded March 10, 2016, in Book 2127 at Page 473; Third Amendment to Master Deed of The Oaks at Riverside South Horizontal Property Regime recorded August 10, 2017, in Book 2536 at Page 24; and Second Amendment to Master Deed for The Oaks at Riverside South Property Association Inc., recorded December 21, 2018, in Book 2916 at Page 889. Hereinafter, the Articles of Incorporation, Master Deed, Bylaws and any promulgated rules, regulations and guidelines, and any amendments and supplements to any of them, collectively referred to as “Governing Documents”. The Association has determined it is in its best interests to update and revise the Master Deed as more particularly set forth herein.

WHEREAS, Section 15.2 of Article XV of the Master Deed authorizes amendment of the Master Deed “upon the vote of Members holding at least sixty-seven per cent (67%) of the total vote in the Association”

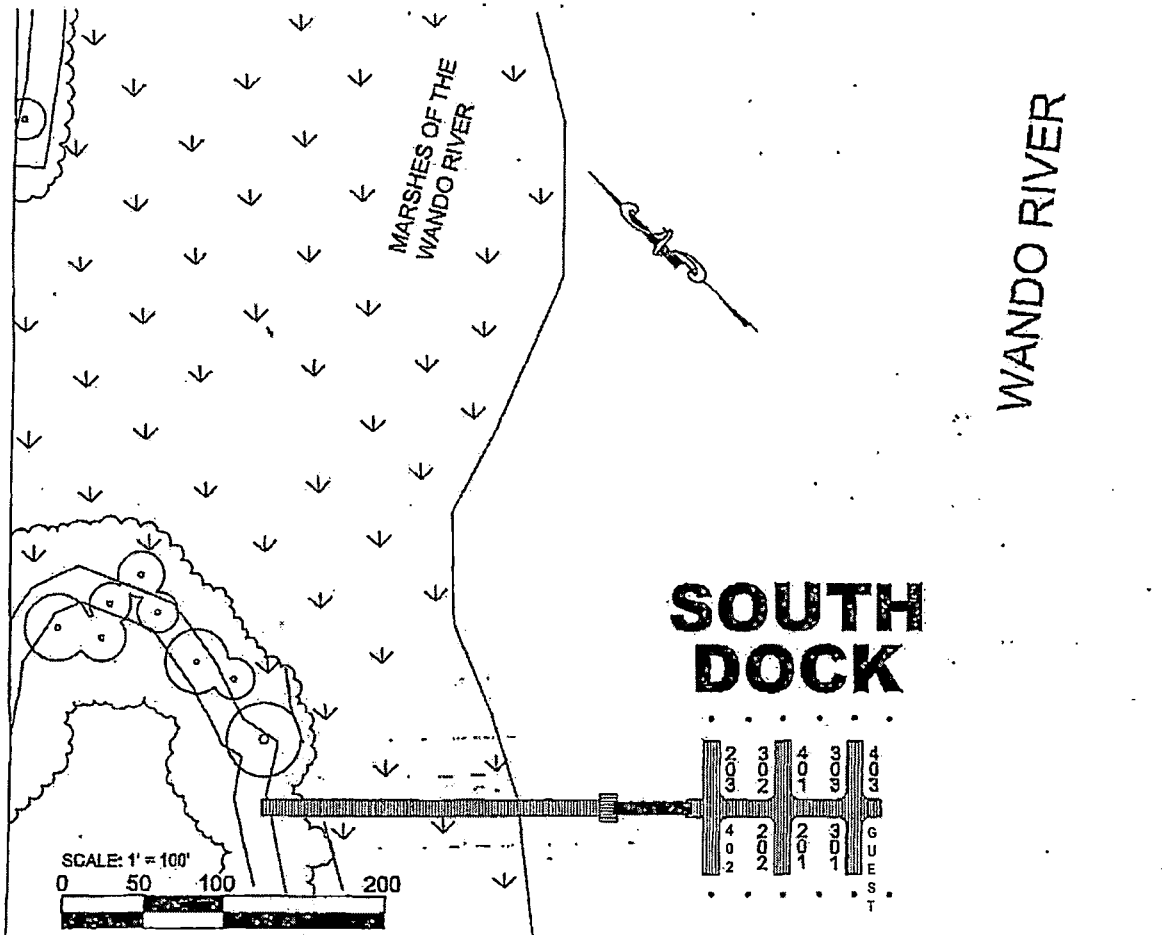
WHEREAS, Section 2.10 of Article 2 of the Bylaws states that “the presence, in person or by proxy, of Members representing Twenty Five percent (25%) of the total votes in the Association shall constitute a quorum The vote of Members present and eligible to vote representing fifty-one percent (51%) of the weighted vote present and eligible to vote shall constitute a decision of the Association.”

WHEREAS, by written/electronic ballot in lieu of a meeting, this Amendment was put to a vote of the Association. The required quorum was present and this Amendment was approved by the requisite number of members of the Association on June 30, 2021, and has been certified as provided in Exhibit 2, attached hereto and incorporated herein by reference.

NOW, THEREFORE, in order to protect and preserve a safe, secure, valued and attractive community, to maintain good order and property values, and to promote the common good, the Master Deed is hereby amended as follows.

4

EXHIBIT 1



NORTH AND SOUTH DOCKS
THE OAKS AT RIVERSIDE
HORIZONTAL PROPERTY REGIME
DIMENSIONS AND OPTIONS MAY VARY DUE TO FIELD CHANGES

EXHIBIT 2

CERTIFICATION

Personally appeared before me: Michael Simmons, President of The Oaks at Riverside South Property Owners Association, Inc., who being duly sworn, allege and state as follows:

1. I am the duly elected President of The Oaks at Riverside South Property Owners Association, Inc.

~~2. I am over eighteen (18) years of age, competent, and make this Certification on personal knowledge.~~

4. By written/electronic ballot in lieu of a meeting, the foregoing Fifth Amendment to Master Deed of The Oaks at Riverside South Horizontal Property Regime to which this Exhibit 2 is attached, was put to a vote of the Association. The required quorum was present and such amendment was approved June 30, 2021, by the requisite number of members of the Association.

5. I have certified, and am hereby certifying, the vote of The Oaks at Riverside South Property Owners Association, Inc., and I certify the vote to have been as stated herein.

FURTHER THE AFFIANTS SAYETH NOT.

The Oaks at Riverside South Property Owners Association, Inc.

[Signature]
By: MICHAEL J. SIMMONS
Its: President

SWORN and subscribed to before me this 10 day of September, 2021.

[Signature]
Notary Public for South Carolina
Printed Name of Notary: Laura R. McChavren Vest
My Commission Expires: 7/20/22