

The Park at River's Edge, H.P.R.  
*Traces & Reflections*

***Master Deed and By-Laws***

**September 20, 1984**

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Existence, Non-Profit Corporation**

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

PARK AT RIVERS EDGE HORIZONTAL PROPERTY REGIME A, INC., a Non-Profit Corporation duly organized under the laws of the State of South Carolina on October 12th, 1984, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
14th day of May, 2009.

  
Mark Hammond, Secretary of State

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )

MASTER DEED

THE PARK AT RIVERS EDGE HORIZONTAL PROPERTY REGIME (A)

This Master Deed is made, published and declared by A.V.E. CONSTRUCTION COMPANY, INC., a South Carolina Corporation (hereinafter referred to as "Declarant"), with its principal office and place of business in Charleston County, South Carolina this 20th day of September, 1984.

ARTICLE I

SUBMISSION AND CREATION

Section 1. General. The purpose of this Master Deed is to establish pursuant to the Horizontal Property Act of the State of South Carolina a multi-phased horizontal property regime to be known as The Park at Rivers Edge Horizontal Property Regime (A) (hereinafter referred to as "Regime" and/or "The Park"). The Land and improvements to be submitted to the provisions of the Horizontal Property Regime Act and to the terms of this Master Deed are described in their totality herein. Declarant, by filing of record this Master Deed publishes and declares that the Condominium Property shall be owned, occupied, used, conveyed, encumbered, leased, and improved in accordance with the provisions of the Horizontal Property Act of the State of South Carolina and in accordance with the covenants, restrictions, encumbrances and obligations set forth in this Master Deed, all of which shall be deemed to be covenants and obligations

running with the Land.

Section 2. Phased Development. Declarant intends to develop the Property hereafter described as a six (6) Phased Condominium Regime. The maximum number of Units in each of the six (6) Phases shall be thirty-five (35) Units in Phase I, thirty-one (31) Units in Phase II, thirty-three (33) Units in Phase III, forty-two (42) Units in Phase IV, twenty-four Units in Phase V and fifteen (15) Units in Phase VI for a total of one hundred and eighty (180) Units, all as identified and described herein. Construction for Phase I consisting of five (5) Buildings, being Numbers 3, 4, 6, 7 and 8 commenced on May 1, 1984 with the estimated time for completion of Phase I being October 1, 1984.

At the option of the Declarant, construction of Phase II, consisting of an additional thirty-one (31) Units, to be located in proposed Building Numbers 9, 10, 16 and 22 shall commence no later than July 1, 1984, with the estimated time for completion of Phase II being December 1, 1984.

At the option of the Declarant, construction of Phase III, consisting of an additional thirty-three (33) Units, to be located in proposed Building Numbers 5, 11, 15 and 23 shall commence no later than October 1, 1984 with the estimated time for completion of Phase III being March 1, 1985.

At the option of the Declarant, construction of Phase IV, consisting of an additional forty-two (42) Units, to be located in proposed Building Numbers 13, 14, 17, 20 and 21 shall commence no later than December 1, 1984 with the estimated time

for completion of Phase IV being May 1, 1985.

At the option of the Declarant, construction of Phase V, consisting of an additional twenty-four (24) Units, to be located in proposed Building Numbers 18, 19 and 2 shall commence no later than February 1, 1985 with the estimated time for completion of Phase V being July 1, 1985.

At the option of the Declarant, construction of Phase VI, consisting of an additional fifteen (15) Units, to be located in proposed Building Numbers 24, 25 and 26 shall commence no later than April 1, 1985 with the estimated time for completion of Phase VI being September 1, 1985.

Declarant hereby reserves the right, in its sole discretion, to elect to develop or not to develop and to submit or not to submit to Condominium Ownership Phases II, III, IV, V and VI, or any part thereof. Any Common Elements associated with or constructed solely with Phases II, III, IV, V and VI will not substantially increase the proportionate amount of the Common Expense payable by existing Unit Owners and are considered of a minor, incidental nature. A chart showing the percentage of interest in the Common Elements of each Unit Owner at each Phase of development, if the Declarant herein submitting the Property to Condominium Ownership elects to proceed with Phases II through VI of development, is attached hereto as Exhibit "B".

**Section 3. Rights and Obligations.** Declarant hereby acknowledges its obligation to submit herewith the within described Phase

I Property to Condominium Ownership and hereby reserves its right to elect to proceed with part or all of Phases II, III, IV, V and VI as required and/or permitted herein. The Unit Owners of Phase I and any additional Phases dedicated to the Regime by Declarant as provided herein shall have the full legal rights and obligations as allowed or required by South Carolina law. The Condominium Unit Owners, by purchasing and accepting a Unit of the Property, hereby acknowledge that further Phase construction and dedication by Declarant shall diminish the percentage of ownership in the common property as described and provided for in chart Exhibit "B" attached hereto and in other applicable portions of this Master Deed. The Declarant shall add the additional Phases to the provisions hereof by filing of record an appropriate document signed by the Declarant and referencing this Master Deed with plot plan showing the location of the Buildings and floor plans of the Buildings showing the dimensions, area, and location of each Unit contained therein and showing the location and nature of the General and Limited Common Elements and an identifying number to each Building and each Unit and each Unit's percentage interest in the Regime. Upon the proper recordation thereof, the added Phase or Phases shall become an integral portion hereof as provided by the laws of this state and by this document.

Section 4. Reservations. Declarant hereby reserves unto itself, its successors and assigns, the following options to be exercised at its sole discretion, within the time limits set forth in

Section 2 above, to-wit:

(a) To develop or not to develop and to submit or not to submit to Condominium Ownership any, all, or portions of Phases II, III, IV, V and VI.

(b) To change or modify this document and its exhibits, subsequent contingent documents and their exhibits relative to the design, construction, type, order, number, value, and proportionate interest of subsequent Phases, Buildings, or Condominiums, provided however, all Buildings and Units erected in subsequent Phases will be of comparable quality of construction and principal materials employed in construction of the Buildings and Units now in the Regime and will be compatible with but not necessarily identical with the Buildings and Units now in the Regime in terms of architectural style and size.

## ARTICLE II

### THE CONDOMINIUM PROPERTY

Section 1. Property. The term "Property" means and includes the Land described in Exhibit "F" and all improvements and structures now existing or subsequently placed in future Phases on the Land and all easements, rights, and appurtenances belonging thereto.

Section 2. The Land. The Land owned in fee simple by Declarant and hereby being submitted to Phase I of the Regime is described in Exhibit "F" annexed hereto. The Land owned in fee simple by Declarant which may be developed as Phases II, III, IV, V and VI Property is described herein in Exhibit "F". No additional

lands shall be annexed to the Regime by the Declarant in conjunction with this phased development. Access to the land is by Dorchester Road.

Section 3. Building on the Land. It is planned that there will be twenty-four (24) wood frame buildings on the Land upon the completion of Phases I through VI, inclusive. Three (3) of the Buildings are planned to be of townhouse design, containing two (2) or three (3) bedroom townhouse Units and the other Buildings are or are planned to be two (2) stories.

It is planned that four (4) of the Buildings will contain five (5) single-family residential Units each, one (1) of the Buildings will contain six (6) single-family residential Units each, six (6) of the Buildings will contain seven (7) single-family residential Units each, nine (9) of the Buildings will contain eight (8) single-family residential Units each and that four (4) of the Buildings will contain ten (10) single-family residential Units each.

Of the four (4) Buildings planned to contain five (5) Units each, one (1) of the Buildings will contain two (2) single floor Units downstairs, two (2) single floor Units upstairs and one (1) two floor, townhouse type Unit. Of these four (4) Buildings, it is planned that three (3) of the Buildings will contain five (5) two floor, townhouse type Units each.

Of the one (1) Building planned to contain six (6) Units each, the Building will contain three (3) single floor Units downstairs and three (3) single floor Units upstairs.



Of the six (6) Buildings planned to contain seven (7) Units each, all of the Buildings will each contain three (3) single floor Units downstairs, three (3) single floor Units upstairs and one (1) two floor, townhouse type Unit.

Of the nine (9) Buildings planned to contain eight (8) units each, eight (8) of the Buildings will each contain four (4) single floor units downstairs and four (4) single floor units upstairs. Of these nine (9) Buildings, it is planned that one (1) of the Buildings will contain eight (8) two floor, townhouse type Units.

Of the four (4) Buildings planned to contain ten (10) Units each, all four (4) of the Buildings will each contain ten (10) two floor, townhouse type Units.

Phase I consists of Building Numbers 3, 4, 6, 7 and 8.

The location of Phase I Buildings and other improvements is shown on Exhibit "C" attached hereto and made a part and parcel hereof. The planned location, within reasonable construction tolerances of all Phase II, Phase III, Phase IV, Phase V and Phase VI Buildings and other improvements to be constructed is shown on Exhibit "C" attached hereto and made a part and parcel hereof. Should any Phase II, Phase III, Phase IV, V or Phase VI Buildings or other improvements be located other than as shown on Exhibit "C", Declarant reserves the right to amend said exhibit.

Phase I Building's exteriors are as shown, with reasonable construction tolerances, on the model elevations, Exhibit "E"

attached hereto and made a part and parcel hereof.

Exhibit "B" indicates a breakdown of the Units contained in Phase I Building, together with its designated Unit number. The first digit (or first two digits for Building numbers ten (10) through twenty-six (26)) of each number indicates its location within the Building, with numbers 1 through 3 being downstairs Units and numbers 4 and 5 being upstairs Units and numbers 1 through 5 being the townhouse design Units for the Units contained in five (5) Unit Buildings and with numbers 1 through 3 being downstairs Units and 4 through 6 being upstairs Units for the Units contained in six (6) Unit Buildings and with numbers 1 through 4 being downstairs Units and numbers 5 through 7 being upstairs Units for the Units contained in seven (7) Unit Buildings and with numbers 1 through 4 being downstairs Units and numbers 5 through 8 being upstairs Units for the Units contained in eight (8) Unit Buildings and numbers 1 through 10 being the townhouse design Units for the Units contained in ten (10) Unit Buildings. Exhibit "B" also indicates a breakdown of the Units planned throughout subsequent Phases together with Building location number.

The Declarant does hereby, by duly executing this Master Deed, submit the Land referred to as Phase I, more particularly described in Exhibit "F", together with its Buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of the Horizontal Property Act of South Carolina, and does hereby create with respect to the Property a Horizontal Property Regime in

six (6) Phases that shall be known as The Park at Rivers Edge Horizontal Property Regime (A) to be governed by and subject to the provisions of this Master Deed and the provisions of the Horizontal Property Act of South Carolina.

Section 4. Units. There are thirty-five (35) Units in Phase I. It is planned that upon completion of Phases II, III, IV, V and VI there will be one-hundred and eighty (180) Units contained in the Buildings, all of which are to be used for residential purposes only. The Units are all capable of individual utilization on account of having their own exits to the Common Elements of the Property, and they will be sold to one or more Owners, each Owner's obtaining a particular and exclusive property right thereto and also an undivided interest in the General and Limited Common Elements of the Property, as hereinafter listed in Article 3, Sections 1 and 2, necessary for their adequate use and enjoyment.

The Phase I Condominium Units and all other improvements constructed on the Condominium Property are set forth in detail in Exhibits "C", "D" and "E" in such a manner that there can be determined therefrom the identification, location, dimensions, floor plan and size of each Unit, as well as the Common Elements and Limited Common Elements (e.g., screened porches, open porches, patios, decks, balconies, courtyards, etc.) appurtenant thereto.

Section 4.1. Unit Boundaries. Each condominium encompasses and includes the space of that portion of a building designated as being a separate dwelling Unit on Exhibits "D" and "E" floor

plans and is bounded as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The horizontal plane of the bottom surface of the concrete ceiling slab for the first floor Units and for the second floor Flats and for the upper floor and Townhouse style Unit, the unfinished upper surface of the plasterboard.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor slab.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the Unit shall be the vertical plane which includes the outermost surface of the plasterboard of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

A Unit consequently and further includes the following:

1. All windows and door glass and all window and door screens.
2. All exterior doors except for their finished exterior surface.
3. All interior doors.
4. All gypsum board.
5. All interior paint and finishes, whether applied to the floors, walls, ceiling, handrails, overhead beams, cabinets or other woodwork or trim.
6. All carpet and sheet vinyl and related underlay.
7. The fireplace and flue terminating at and

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excluding the chimney cap, and the stone or tile surrounding the hearth.

8. All built-in cabinets and shelves.
9. All interior lighting fixtures and the bulbs used in interior lighting fixtures.
10. All exhaust fans and their ducts.
11. The heating, ventilation and air conditioning system (including the condensing units located on concrete slabs outside the unit) servicing the Unit exclusively.
12. All electric, telephone and television cable and other wiring and all other receptacles and breaker boxes contained in the floors, walls and ceiling bounding the Unit servicing the Unit exclusively.
13. All water, drain, sewer, wet pipes and all conduits for wiring serving the Unit exclusively.
14. The following appliances: oven/range with range hood, refrigerator/freezer, dishwasher, garbage disposal.
15. Hot water heater, dryer vent and outlet cap and plumbing fixtures, and washer/dryer connections.
16. Smoke detector.
17. That part of the attic over and including the plywood flooring (a) where the air handling equipment is located and (b) which can be used as storage space.

### ARTICLE III

#### COMMON ELEMENTS

All portions of the Property not described as a Unit are Common Elements.

Section 1. General Common Elements. The General Common Elements include, without limitation, the following, if present, to-wit:

Section 1.1 The land upon which the Buildings, excluding the

condominium Units, are situated; all paved parking areas; the walkways, trees and shrubs; the building areas under roof, except individual Units; the swimming pool and bath house and all interior streets.

Section 1.2. The foundation under and the roofs covering the buildings, including shingles, felt, sheathing and flashing; the exterior siding, fascia and sheathing, load-bearing interior walls and partitions around and between Units.

Section 1.3. All improvements exclusive of the Condominium Units and Limited Common Elements erected or which may be erected in the future upon the Land described in Exhibit "F".

Section 1.4. Any portion of a utility system servicing more than one Unit (e.g., pipes, wires, conduits, ducts) is part of that Common Elements.

Section 1.5. All other elements of the Property rationally of common use or necessary to the existence, upkeep and safety of the property and all other portions or parts of the Property not designated in Article II, Section 4.1., as being included in a Unit.

Section 2. Limited Common Elements. The Limited Common Elements are those Common Elements which are appurtenant to and reserved for the use of a single Unit or group of Units to the exclusion

of other Units as follows:

(a) The Courtyards, all Porches and Balconies are Limited Common Elements as shown on the attached Exhibits "D" and "E" and are subject to such Rules and Regulations promulgated by the Board of Directors as hereinafter described in this Master Deed and the Association By-Laws.

(b) Each Unit shall have two (2) assigned parking spaces in close proximity to the Unit's Building.

(c) The Board of Directors in its discretion shall have the power to assign and designate additional Common Elements as Limited Common Elements.

#### ARTICLE IV

##### COMMON ELEMENTS: OWNERSHIP AND USE

Section 1. Each Unit Owner, either of the initial Phases or hereafter established Phases II through VI inclusive, shall own as an appurtenance of his Unit the undivided interest in the Common Elements specified in Exhibit "B" as a percentage. The percentage interest set out therein represents the values of each Unit in proportion to the total value of the Property, as well as the proportionate representation for voting purposes in the meetings of the Association, as well as the proportionate share in the Profits and Common Expenses of the Common Elements. For the purpose of this interest and the Act the total value of the Property herein is Nine Million Four Hundred and Sixty Six Thousand Seven and 00/100 (\$9,466,000.00) Dollars for all Phases.

The stated individual value of each Unit for the individual

Phase is as listed on Exhibit "B". The stated individual values of each Unit indicated in Exhibit "B" shall not be deemed to establish or limit the price for which the Property or any Unit may be sold or exchanged and shall not prevent each Owner from fixing a different circumstantial value to his Unit in all sorts of acts and contracts. This undivided interest in the Common Elements shall not be separate from the Unit to which it appurtenant and shall be deemed to be conveyed or encumbered with the Unit even though the interest is not expressly mentioned or designated in the deed or other instrument.

**Section 2. No Partition.** No Unit Owner shall have the right to bring action for partition or division, except as provided in Articles IX and X. The Common Elements shall remain undivided and shall be deemed to be conveyed or encumbered with the Unit even though the interest is not expressly mentioned or described in the deed or other instrument.

**Section 3. Awarding the Percentage of the Undivided Interest.** The percentage of the undivided ownership interest in the Common Elements shall not be changed except with the unanimous consent of all the Owners expressed in Amendment to this Deed duly recorded.

**Section 4. Use of Common Elements.** Each Unit Owner shall have the right to use the Common Elements for their intended purposes in common with all other Unit Owners. Each Unit Owner shall also have a non-exclusive easement appurtenant to his Unit for



ingress and egress over the Common Elements to and from his Unit, which shall extend to the family members, guests, agents and servants of the Unit Owner. All the rights to use and enjoy the Common Elements shall be subject to the provisions of the Horizontal Property Act, this Master Deed, the By-Laws of the Association, and all Rules and Regulations adopted by the Association pursuant to the By-Laws.

Section 5. Operation and Maintenance. The maintenance, repair, replacement, management, operation, and use of the Common Elements shall be the responsibility of the Board, and the expenses incurred for such purposes shall be assessed as Common Expense. The Board may, however, delegate these duties to a management firm.

#### ARTICLE V

##### COMMON EXPENSES

Section 1. Each Unit Owner shall bear in proportion to his respective interest in the Common Elements set out in Exhibit "B" the following expenses:

Section 1.1. Those expenses of operating, maintaining, improving, repairing and replacing the Common Elements, provided however, that when such expenses are necessitated by (i) the failure of an Owner to perform the maintenance required by the By-Laws or by any lawful Regulation, (ii) the willful act, neglect, or abuse of an Owner or (iii) an uninsured loss, all of such losses shall be borne by the Owner.

Section 1.2. Expenses incurred in operating, maintaining, improving, repairing, insuring, replacing, etc., the swimming pool, bath house, tennis court, private roads, and/or associated amenities.

Section 1.3. Expenses incurred in providing public liability insurance and hazard insurance in accordance with the provisions of this Master Deed and the By-Laws.

Section 1.4. Expenses incurred in administering the affairs of the Association including salaries, wages, fees and any other compensation paid to a management firm for said purposes.

Section 1.5. Contributions to provide sufficient reserves to make such general reserves to operate the Condominium property and to administer the offices of the Association.

Section 1.6. Contributions to provide sufficient reserves to make such major repairs and replacements to the Common Elements as may be required from time to time.

Section 1.7. Contributions to provide for any other costs related to the operation of the Condominium property or administration of the offices of the Association which are declared by this Master Deed to be Common Elements and any valid charge against the Condominium property as a whole.

**Section 2. Assessments.** All assessments for Common Elements shall be fixed by the Board and made payable at such time as the Board determines but not less frequently than quarterly.

**Section 3. Liability of Unit Owner.** The liability of each Owner for the Common Expenses shall be limited to the amount which he is assessed from time to time in accordance with the Act, this Master Deed and the By-Laws. No Unit Owner may exempt himself from liability for Common Expenses by waiving the use of enjoyment of the Common Elements or by abandoning his Unit.

**Section 4. Lien Upon Unit.** All assessments of the Association for the share of Common Expenses chargeable to any Unit which are unpaid after becoming due shall constitute a lien against such Unit prior and superior to all other liens except:

(i) liens for property taxes upon the Unit in favor of any taxing authority, and (ii) mortgage liens duly recorded prior to such delinquency. The lien of such assessments may be foreclosed by the Board acting in behalf of the Association in the same manner as a mortgage upon real property. In the event of foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit during pendency of the foreclosure action, and a receiver may be appointed to collect the rentals during such period. The Board, in behalf of the Association, may bring suit for judgments against the Unit Owner in the amount of delinquent assessments. In the event of foreclosure or suit for money judgment, a reasonable amount may be added to the sum due for

attorneys' fees and other costs of collection. The lien created by this section shall cover rentals accruing during the pendency of the foreclosure action and any reasonable amount of attorneys' fees and other costs of collection.

Section 5. Sales of Units. Upon the sale or conveyance of a Unit, all unpaid assessments against a Unit Owner for his pro-rata share of Common Expenses shall first be paid out of the sale price or by the purchaser or grantee in preference over any other assessments, charges, or liens, except the following:

Section 5.1. Lien for taxes and special assessments upon the Unit which are unpaid.

Section 5.2. Payments due under mortgages upon the Unit which are duly recorded prior to such sale or conveyance.

Section 6. Foreclosure Purchaser. If the mortgagee of a Unit acquires title by foreclosure of its mortgage, or by deed in lieu of foreclosure, or if a purchaser acquires title at a foreclosure sale, such purchaser shall not be liable for the share of Common Expenses assessed by the Association upon the Unit so acquired accruing after the date of recording of such mortgage but prior to the acquisition of title. The unpaid assessments accruing during such period shall be deemed Common Expenses collectable from all Unit Owners, including such purchaser, his successors, heirs and assigns. The provisions of this Section,

however, shall not release any Unit Owner from personal liability for unpaid assessments.

#### ARTICLE VI

##### THE PARK AT RIVERS EDGE HORIZONTAL PROPERTY REGIME (A), INC.

Section 1. Formation. Each Condominium Unit Owner shall be a member of The Park at Rivers Edge Horizontal Property Regime (A), Inc., an incorporated association. The Association shall be managed by a Board of Directors elected by and from the Condominium Unit Owners. Each Unit Owner shall be a shareholder of the Corporation and his percentage of stock ownership in the Corporation shall be equal to his percentage of ownership in the Common Elements.

Section 2. By-Laws. The affairs of the Association and the administration of the Condominium Property shall be governed by the provisions of this Master Deed and the By-Laws, a copy of which is attached hereto as Exhibit "A". The By-Laws of the Association may be amended from time to time, but only in the manner expressly provided herein in the By-Laws and this Master Deed.

Section 3. Voting. On all matters relating to the Association or to the Condominium Property upon which a vote of the Condominium Unit Owners is taken, the Condominium Unit Owner shall vote in proportion to his respective interest in the Common Elements as set forth in Exhibit "B". Any motion shall carry if it receives the affirmative vote of a simple majority of Condominium Unit

votes, unless a different majority is specified in this Master Deed or in the By-Laws. A simple majority of the Condominium Unit votes shall consist of fifty-one (51%) percent of the total interest in the Common Elements.

Section 4. Binding Effect. All agreements, decisions, and resolutions legally made by the Association in accordance with the provisions of this Master Deed and the By-Laws shall be binding upon all Condominium Unit Owners.

Section 5. Management Firm. The responsibility for administration of the Condominium property may be delegated by the Association to a professional management firm. By proper resolution of the Association, such a management firm may be authorized to assume any of the functions, duties, and powers assigned to the Board of Directors in the By-Laws or in this Master Deed unless otherwise limited in the Master Deed or the By-Laws.

#### ARTICLE VII

##### EASEMENTS, COVENANTS AND RESTRICTIONS

Section 1. Use of Property. Each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and may use the Common Elements in accordance with the purpose for which they were intended without hindering or infringing upon the lawful rights of other Owners. The Board of Directors shall resolve any question regarding the intended use of the Common Elements.

**Section 2. Future Easements.** The Board of Directors may grant easements for the benefit of the Property and each Unit Owner by the acceptance of the deed to his Unit grants to the Board of Directors an irrevocable power of attorney to execute, deliver and record for and in the name of each Unit Owner, such instruments as may be necessary and proper to the granting of such easements.

**Section 3. Encroachments.** If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur as a result of (i) the settling or shifting of the land or any improvements, (ii) the repair, alteration, construction or reconstruction of the Common Elements made by or with the consent of the Association, (iii) the repair or construction of a Unit following damage by fire or other casualty or, (iv) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for its maintenance.

**Section 4. Right of Access.** The Association shall have the irrevocable right to be exercised by the Manager or the Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit.

Section 5. Support. Each Unit and Common Element shall have an easement for lateral and subsequent support from every other Unit or Common Element.

Section 6. Owners: Ingress and Egress. Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements subject to such reasonable Rules and Regulations as may be imposed by the Board of Directors. Each Unit is hereby burdened with and subjected to the easement for ingress and egress through all Common Elements for persons lawfully using or entitled to use the same.

Section 7. Utility Easements. Each Unit Owner shall have a non-exclusive easement appurtenant to his Unit for the use in common with other Unit Owners, of all pipes, wires, ducts, flues, cables, conduits, public utility lines, etc., and other Common Elements located in any other Unit or within the Common Elements serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, flues, cables, conduits, public utility lines, etc., and other Common Elements serving the Units which are located in such Units.

Section 8. Public Utility Easements. The Condominium Property is subject to easements for access, ingress and egress and to utility easements for installation, operation and maintenance



of electric and telephone distribution lines and for installation, operation and maintenance of water and sewer lines. The Board may grant easements and relocate existing easements for installation of utilities as such easements are beneficial to the operation of the Condominium Property. If the location or nature of any utility easement is adverse to the Condominium Property or of doubtful benefit, the Board may grant such easements when duly authorized by a vote of the Association.

**Section 9. Easement to Facilitate Sales.** All Units and the Common Elements shall be subject to an easement in favor of the Declarant to facilitate sales and for the purpose of facilitating construction of the Units. Further the Declarant shall have the right to use any Unit as models, management offices or sales offices for so long as Declarant owns any Unit.

**Section 10. Easements-Declarant's Right to Grant.** The Declarant shall have the right until the Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant, to grant, reserve or terminate easements and rights of way through, under, over and across the Property for construction purposes and for the installation and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities.

**Section 11. Use Restrictions.** The use of the Property shall be subject to the following restrictions:

1. All units shall be used for residential purposes only; provided, however, until such time as Declarant no longer owns any Unit, Declarant may use one or more Units as a "sales model." Subsequent to that time, no Unit shall be used by anyone, including the Owner, as a "sales model," "open house" or "sales office." This shall not, however, restrict any Owner or his agent from reasonable access to his Unit for the purpose of showing the Unit to prospective purchasers.
2. No Unit Owner shall create or permit excessive noise, smoke, or offensive odors, or any enjoyment of the Property by any other person entitled to the same. No person shall maintain on the Property and no Owner shall permit within his Unit any condition which is unreasonably hazardous to the life, health or property of any other person.
3. No residents of the Property shall post any advertisements or posters of any kind in or on the Property except as authorized by the Association.
4. The Hanging of garments, rugs, or similar objects from the windows, or any of the facades of the Property or on any of the Common Elements is prohibited.
5. The throwing of garbage or trash outside the disposal installation provided for such purposes in the service areas is prohibited.
6. No persons shall make any additions to or perform any work upon the Common Elements or otherwise alter the Common Elements without the express authorization of the Board of Directors. No Owner shall alter or permit the alteration of the external appearance in any manner whatsoever of any portion of his Unit or of the Common Elements without the express approval of the Board of Directors.
7. No Owner shall maintain or permit large animals to be kept in his Unit and no animals whatsoever will be allowed on the Common Elements unless on a leash and accompanied by a person of discretion. The maximum number of pets per Unit shall be two (2).
8. No Owner shall place or permit to be placed any thing or object whatsoever on the Common Elements without prior permission of the Association. This prohibition includes but is not limited to potted plants and/or shrubs, flower beds, etc. The Common Elements shall also be kept clean of

any other obstruction such as bicycles, tricycles, boxes, etc.

9. No outside radio or television antennas shall be placed or erected on the Common Elements without permission of the Board.
10. The use or keeping of motorcycles on the Property shall not be permitted without the expressed written consent of the Association's Board of Directors.
11. No boats, trailers, campers, mobile homes, school buses or commercial vehicles shall be permitted to be kept on the Property without the expressed written consent of the Association's Board of Directors. No vehicle of any kind or type shall be stored or parked in the street. No vehicle of any kind which is inoperable for a period in excess of twenty-four (24) hours shall be permitted on the Property.

**Section 12. Amended and Additional Regulations and Restrictions.**

The Board of Directors may adopt and amend from time to time such reasonable Regulations and Restrictions governing the operation and use of the Property as it may deem necessary or desirable. It shall not be necessary to record Regulations newly adopted or the amendment or repeal of existing Regulations, but no Owner shall be bound by any newly adopted amendment or repeal of any existing Regulations until a copy of the same has been delivered to him.

**Section 13. Enforcement.** The Board of Directors shall enforce the terms of the Act, Master Deed and the By-Laws and the Regulations promulgated pursuant thereto by taking appropriate action to correct any violations. In addition to any other remedy to which the Association or any Owner may be entitled, the Board of Directors may impose against an Owner reasonable fines not

to exceed a total of Twenty-Five (\$25.00) Dollars per day for any violation of the terms of the Act, the Master Deed, and the By-Laws or Regulations promulgated pursuant hereto. Such fines shall be collected by individual assessment for each day in which violation occurs or continues and each violation may be deemed a separate offense.

Section 14. Responsibility of Owners. The Owner shall be deemed responsible for conduct of his household or his tenants, agents, guests and pets. The responsibility of the Owner shall not relieve any member of his household or any of his tenants, agents or guests for any liability to the Association or to an Owner for their own acts.

#### ARTICLE VIII

##### INSURANCE

Section 1. Hazard Insurance. The Board shall insure the Condominium Property against loss or damage due to fire, lightning, windstorm, hail, flood, and earthquake, in the amount equal to the maximum insurable replacement of value of the Condominium Property as determined by its annual appraisal. The Board shall have the authority also to insure against such other hazards and risks as it may deem desirable for protection of the Condominium Property. All hazard insurance shall cover the entire Condominium Property, exclusive only of the contents and furnishings of the individual Units.

Section 1.1. All hazard insurance policies obtained by the

Board shall designate the Board as the loss payee and as the Insurance Trustee for the benefit of all Unit Owners and their mortgagees collectively, as their respective interests may appear. In the event of loss or damage, all insurance proceeds shall be paid to the Board as Insurance Trustee under the provisions of this Master Deed, or to its substitute as hereinafter provided in Section 6.

Section 1.2. All hazard insurance policies obtained by the Board shall provide for the issuances of Certificates of Insurance to each Unit Owner. Each certificate shall evidence the issuance of the Master Policy and shall indicate the amount of insurance covering the building within which the respective Unit is located. If a Unit is mortgaged, a Certificate of Insurance shall be issued to the mortgagee bearing a standard mortgagee endorsement, if requested.

Section 1.3. If obtainable, all hazard insurance policies upon the Condominium Property shall include provisions waiving; (i) any rights of the insurer to subrogation against the Association, its agents and employees, and against the individual Unit Owners and their servants, agents, and guests; and (ii) any rights of the insurer to contribution from hazard insurance purchased by the Unit Owners upon the contents and furnishings of their Units.

Section 2. Public Liability Insurance. The Board shall obtain

comprehensive public liability insurance with such limits and provisions as it deems desirable and as may be obtainable. All such policies shall contain severability of interest clauses or endorsements extending coverage to liabilities of the Association to an individual Unit Owner and to liabilities of one Unit Owner to another Unit Owner.

Section 3. Workmen's Compensation Insurance. The Board, as necessary, shall obtain Workmen's Compensation Insurance to meet the requirements of law.

Section 4. Premium. All premiums for insurance policies purchased by the Board shall be assessed as Common Expenses and paid by the Board.

Section 5. Insurance by Unit Owner. Each Unit Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property, decorations, and furnishings within his own Unit and the additions and improvements made by him to the Unit. Each Unit Owner shall be responsible for obtaining, at his own expense, insurance covering his liability for the safety of the premises within his Unit. All such insurance policies shall include, however, provisions waiving (i) any right of the insurer to subrogation to claims against the Association and against individual Unit Owners, as well as their agents, servants, employees, and guests; and (ii) any right of the insurer to contribution or pro-ratio because of the master hazard policy.

Section 6. Substitution of Insurance Trustee. The Board, in its discretion, may decline to serve as Insurance Trustee and may appoint in its place any financial institution which is qualified and willing to act as Trustee and which also has offices in Charleston County, South Carolina. Any substitute Insurance Trustee appointed by the Board shall succeed to all of the powers and responsibilities vested in the Board as Insurance Trustee under the terms of this Master Deed.

#### ARTICLE IX

##### RECONSTRUCTION AND REPAIR

Section 1. Reconstruction. In the event of casualty loss or damage to the Condominium Property, the Board shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Condominium Property in accordance with the provisions of this Article. Reconstruction or repair shall be mandatory unless two-thirds (2/3) or more of the Condominium Property is destroyed or substantially damaged. If two-thirds (2/3) or more of the Condominium Property is destroyed or substantially damaged, the insurance indemnity received by the Board shall be distributed pro-rata to the Unit Owners and their mortgagees jointly in proportion to their respective interests in the Common Elements, unless otherwise unanimously agreed by the Owners. The remaining portion of the Condominium Property shall be subject to an action for partition at the suit of any Unit Owner or lienor as if owned in common. In the event of suit for partition, the net proceeds of sale, together with the net proceeds from

insurance policies, shall be considered one fund and distributed pro-rata among all Units Owners and their mortgagees jointly in proportion to their respective interests in the Common Elements. If less than two-thirds (2/3) of the Condominium Property is destroyed, repairs shall be conducted in the following manner:

Section 1.1. Any reconstruction or repair must follow substantially the original plans and specifications of the Condominium Property unless the Unit Owners holding seventy-five (75%) percent or more of the total interest in the Common Elements and their mortgagees, if any, vote to adopt different plans and specifications and all Unit Owners whose Units are affected by the alterations unanimously consent.

Section 1.2. The Board shall promptly obtain estimates of the costs required to restore the damaged property to its condition before the casualty occurred. Such costs may include professional fees and premiums for bonds as the Board deems necessary.

Section 1.3. If the insurance proceeds paid to the Board are insufficient to cover the costs of reconstruction, the deficiency shall be paid as a special assessment by the Unit Owners whose Units are directly affected by the damage in proportion to the damage done in their respective Units.

Section 1.4. The insurance proceeds received by the Board and any special assessments collected to cover a deficiency in insurance



shall constitute a construction fund from which the Board shall disburse payment of the costs of reconstruction and repair, it shall be distributed to the Unit Owners who paid special assessments in proportion to their payments. Any balance remaining after such distribution shall be that of the Association.

Section 2. Insurance Trust. In the event of a casualty loss to the Condominium Property, all insurance proceeds indemnifying the loss or damage shall be paid to the Board as Insurance Trustee. The Board, acting as Insurance Trustee, shall receive and hold all insurance proceeds in trust for the purposes stated in this Article, and for the benefit of the Association, the Unit Owners, and their respective mortgagees in the following manner:

Section 2.1. Insurance proceeds paid on account of loss or damage to the Common Elements only shall be held in the same proportion as the undivided interest in the Common Elements which are appurtenant to each of the Units.

Section 2.2. Insurance proceeds paid on account of loss or damage to less than all of the Units when the damage is to be restored shall be held for the Unit Owners of the damaged Units in proportion to the costs of repairing each damaged Unit.

Section 2.3. Insurance proceeds paid when the Condominium Property is not to be restored shall be held for the benefit of all Unit Owners, the share of each being equal to the undivided share

in the Common Elements appurtenant to his Unit.

#### ARTICLE X

#### TERMINATION

Section 1. Casualty or Condemnation. If two-thirds (2/3) or more of the Condominium Property is substantially destroyed or taken by condemnation, the Condominium Property may be removed from the provisions of this Master Deed and the Horizontal Property Act in accordance with Article IX.

Section 2. Voluntary Termination. This Horizontal Property Regime may also be terminated, removing the Condominium Property from the provisions of this Master Deed and the Horizontal Property Act, if the record Owners of title to the Unit and the record Owners of mortgages upon the Units agree in writing to termination unanimously or in such percentage as may then be required for termination by the Horizontal Property Act. Termination shall become effective upon recordation of such written instrument, duly executed by the requisite number of Unit Owners and mortgagees.

Section 3. Ownership After Termination. After termination of this Horizontal Property Regime, the Unit Owners shall own the Condominium Property as tenants in common in undivided shares and the holders of mortgages and liens upon the Units shall have mortgages and liens upon the respective undivided common interests of the Unit Owners. The undivided share of each tenant in common shall be the same as his undivided interest in the Common Elements prior to termination. Any asset of the Association,

any funds held by the Board and any insurance proceeds shall also be the property of the tenants in common in the same undivided shares as their interests in Common Elements prior to termination. The costs incurred by the Board in connection with termination shall be considered a Common Expense.

Section 4. Partition. After termination, the Condominium Property shall be subject to an action for partition by any tenant in common or any lienor, in which event the net proceeds from the judicial sale shall be divided among all tenants in common in proportion to their respective interests in the Common Elements and paid to each tenant in common and mortgagee.

#### ARTICLE XI

##### RIGHTS OF DECLARANT

Section 1. Rights and Powers. Declarant is the initial owner of each Unit and shall be entitled to exercise all rights appurtenant thereto until such time as Declarant has conveyed title to the Unit to another person. Until December 1, 1985 or sixty (60) days after conveyance of seventy-five (75%) percent of the Units to Owners other than Declarant, whichever shall first occur, Declarant shall be entitled to exercise, without the consent of the Owners, all powers granted to the Owners or to the Board of Directors by the Act, this Master Deed or the By-Laws, and any action taken by the Owners or by the Board of Directors during such time shall be valid only if approved by Declarant. Declarant shall be entitled to withhold approval of any such action for any reason.

## ARTICLE XII

## AMENDMENTS

Section 1. By Owners. This Master Deed and the By-Laws may be amended from time to time by resolution adopted by the affirmative vote of the Owners of two-thirds (2/3) of the total interest in the Common Elements, subject to the following conditions:

- (a) No amendment by the Owners shall alter the dimensions of a Unit or the percentage of the interest in the Common Elements appurtenant thereto without the consent of the Owners of such Unit; and
- (b) No amendment by the Owners shall be effective which modifies Declarant's rights under Article I of this Master Deed.
- (c) No amendment shall have any material effect upon the rights of any bonafide mortgagee holding a valid interest in all or any part of the subject Regime until the written consent of the mortgagee has been obtained.
- (d) Except to the extent expressly permitted by this Master Deed, no amendment may alter Declarant's rights, increase the number of Units or change the boundaries of any Unit or alter General or Limited Common Elements or change the percentage interest allocated to a Unit or the use to which the Unit is restricted in the absence of the unanimous consent of the Unit Owners, including the Declarant, if affected by the amendment.

Section 2. By Declarant. Declarant reserves unto itself and its successors and assigns (including successors by virtue of foreclosure sale of Property) the right to amend this Master Deed, the By-Laws, the Plat and the Plans at any time prior to December 1, 1985, without the consent of the other Owners, for any lawful purpose, including the right to describe by number, type, location, dimensions, etc., of Buildings and Units herein-

after constructed as part of the Property.

Section 3. By Board of Directors. If this Master Deed, or the Plat and the Plans, as the same may hereafter be amended from time to time, do not accurately describe the Property, including all Units constructed or being constructed as of December 1, 1985, the Board of Directors shall be empowered to amend this Master Deed, or the Plat and the Plans at any time after December 1, 1985 without the consent of the Unit Owner or Declarant as may be required to describe accurately the Property, including all Units then constructed or being constructed. Any such amendment by the Board of Directors shall be presumed to describe the Property accurately, and the Declarant shall have no right to commence construction of new Units or to commence any other work upon the Property if not described in or authorized by this Master Deed following such amendment. Such power to amend shall include the power to amend this Master Deed to state the actual value of the Property based upon the values as hereinabove set forth by the value of the Property as a whole.

Section 4. Power of Attorney. Each Owner shall be deemed by his acceptance of this deed to a Unit to have consented to the powers of amendment herein reserved by Declarant and to any amendments previously or thereafter executed by Declarant pursuant thereto. Each Owner shall further be deemed by his acceptance of a deed to a Unit to have appointed Declarant his attorney-in-fact

to give, execute and record the consent of said Owner to any and all amendments to this Master Deed which Declarant may wish to execute to the power herein reserved.

Section 5. Recording. No amendment to this Master Deed shall be effective unless and until recorded in accordance with the act.

ARTICLE XIII

DEFINITIONS

As used in this Master Deed and By-Laws and Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

(1) "The Property", means the total of Land described in Exhibit "F"; the buildings constructed or to be constructed, situated and shown on the Plat of the Condominium Property contained in Exhibit "C"; the Phase I Condominium Units described in this Master Deed and which are portrayed graphically on the Plans contained in Exhibits "C", "D" & "E"; and all other improvements and property, real, personal, and mixed, situate upon or appurtenant to the land, which are or which may be made a part of The Park at Rivers Edge Horizontal Property Regime (A).

(2) "Master Deed", means this instrument, as it may be from time to time amended.

(3) "Association", means The Park at Rivers Edge Horizontal Property Regime (A), Inc., an incorporated association composed of all Unit Owners, which said Association is responsible for the operation of the Condominiums. During any period when

a Management Agreement is in effect, any rights or responsibilities of the Association shall also be the rights and responsibilities of the Management Firm under said Management Agreement, except as otherwise restricted in the Master Deed or By-Laws of the Association.

(4) "By-Laws", means the By-Laws of The Park at Rivers Edge Horizontal Property Regime (A), Inc., as may be from time to time amended.

(5) "Common Elements", means the portions of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for maintenance and operation of the Condominium, even though owned by the Association.

(6) "Limited Common Elements", means and includes those Common Elements which are reserved for the use of a certain Unit or Units, to the exclusion of all other Units.

(7) "Condominium", means that form of ownership of Condominium Property under which Units or improvements are subject to ownership by one or more Owners, and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

(8) "Horizontal Property Act", means and refers to the Horizontal Property Act of the State of South Carolina, Title 27, Chapter 31, Code of Laws of South Carolina 1976, as amended, and all referenced to the "Horizontal Property Act" adopted and enacted from time to time.

(9) "Common Expenses", means the expenses for which

the Unit Owners are liable to the Association.

(10) "Common Surplus", means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenue on account of the Common Elements, over and above the amount of Common Expenses.

(11) "Condominium Property", means and includes the land in a Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

(12) "Assessment", means a share of the funds required for the payment of Common Expenses, which from time to time, are assessed against the Unit Owners.

(13) "Condominium Parcel" or "Parcel", means a Unit, together with the undivided share in the Common Elements which are appurtenant to the Unit.

(14) "Condominium Unit", "Unit", or "Dwelling Unit", is a Unit referring to each of the separate and identified Units delineated in the Plat attached to the Master Deed as Exhibit "C"; and when the context permits, the Condominium Unit includes such Unit, including its share of the Common Elements appurtenant thereto.

(15) "Unit Owner", "Owner of a Unit", or "Parcel Owner", means the Owner of a Condominium Unit in fee simple.

(16) "Declarant", "Developer", or "Grantor", means A.V.E. Construction Company, Inc., a South Carolina Corporation, its successors and assigns.

(17) "Occupant", means the person or persons, other



than the Unit Owner, in possession of the Unit.

(18) "Condominium Documents", means this Master Deed, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

(19) "Board of Administration" or "Board of Directors" or "Board", means the representative body responsible for administration of the Association.

(20) "Management Agreement", means and refers to that certain Agreement which provides for the management of the Condominium Property.

(21) "Management Firm", means and refers to the entity identified as the Management Firm in the Management Agreement, its successors and assigns. The Management Firm shall be responsible for the Management of the Condominium Property as provided in the Management Agreement.

(22) "Association Properties", means such property as is owned by the Association from time to time in accordance with the terms of this Master Deed.

(23) "Percentage Interest", means the number assigned to each Unit by Exhibit "B" of this Master Deed which establishes each Unit's interest in the Common Elements, Common Expenses and Common Profits and votes in the Unit Owner's Association.

(24) Unless the context otherwise requires, all other terms in this Master Deed shall be assumed to have the meaning attributed to the said term by the Horizontal Property Act of the State of South Carolina, Title 27, Chapter 31, Code of Laws of South Carolina 1976, as amended, as of the date of this Master

Deed.

#### ARTICLE XIV

##### MISCELLANEOUS PROVISIONS

Section 1. Conflict. This Master Deed is made and declared in compliance with the Horizontal Property Act of the State of South Carolina. In the event of any conflict between this Master Deed and the provisions of the Horizontal Property Act, the provisions of the statute shall control.

Section 2. Application. All Unit Owners, tenants of Unit Owners, employees of Owners and tenants, or any other person that may in any manner use the Property or any part thereof, shall be subject to the Act and to this Master Deed and the By-Laws.

Section 3. Compliance. Each Owner shall comply strictly with the By-Laws, with the Regulations, and with the Covenants, Conditions and Restrictions set forth in or referred to in this Master Deed or in the deed to his Unit. Failure to comply shall be grounds of civil action to recover sums due for damages or injunctive relief, or both, maintainable by the Manager or the Board of Directors or on behalf of the Association or, in a proper case, by an aggrieved Owner.

Section 4. Invalidity. The invalidity of any provisions of this Master Deed shall not impair the validity, enforceability or effect of the remaining provision; and in such event, all other provisions shall continue in full force the same as if

the invalid provisions had not been included.

Section 5. Waiver. No provisions of this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may have occurred.

Section 6. Captions. Captions are inserted in this Master Deed for convenience only and are not to be used to interpret the provisions of this instrument.

Section 7. Gender and Number. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Section 8. Exhibits. All exhibits to this Master Deed shall be an integral part of this instrument.

Section 9. Acceptance of Deed to a Unit. The acceptance of a deed of conveyance, the entering into of a lease, or any other occupancy or use of a Unit shall constitute (a) an acceptance and ratification of the provisions of the Master Deed by such Owner, tenant occupant and (b) an acknowledgement by the Owner, tenant or occupant that the Declarant makes no implied or express warranties relating to the Unit or to Common Elements except

for such warranties as are contained in the general warranty deed conveying the same.

IN WITNESS WHEREOF, A.V.E. Construction Company, Inc., has caused these presents to be executed in its name by Albert V. Estee, its President and its corporate seal affixed this 20th day of September, 1984.

IN THE PRESENCE OF:

A.V.E. CONSTRUCTION COMPANY, INC.

Cindy L. Clark

Albert V. Estee (SEAL)  
Albert V. Estee, President

Barbara D. Hepler

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

PERSONALLY appeared before me

Cindy C. Clark

who being duly sworn, deposes and says that (s)he saw the within named A.V.E. Construction Company, Inc., by Albert V. Estee, its President, sign and seal the within Master Deed, and the said Corporation, by said officer, as its act and deed, did deliver the same; and that (s)he with Barbara D. Hepler witnessed the execution thereof.

Cindy L. Clark

SWORN to before me this 20th day of September, 1984

Barbara D. Hepler (SEAL)  
Notary Public of South Carolina

My Commission expires Jan. 25, 1991

## EXHIBIT "A"

BY-LAWS OF THE PARK AT RIVERS EDGE  
HORIZONTAL PROPERTY REGIME (A), INC.

These By-Laws of The Park at Rivers Edge Horizontal Property Regime (A), Inc. (Regime) are promulgated pursuant to the Horizontal Property Act of South Carolina (Act) for the purpose of governing the Association and the administration of the Regime.

## ARTICLE I

## MEMBERSHIP AND APPLICATION

Section 1. By-Laws Applicability. The provisions of these By-Laws are applicable to the Property and the Regime.

Section 2. Personal Application. All present or future Owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws and in the Master Deed establishing said Regime. For the purpose of this document, an "Owner" is defined and shall mean owner or owners of an individual Unit within the Regime as defined in the Master Deed. The mere acquisition or rental of any of the Units as defined in the Master Deed of the Property or the mere act of occupancy of any of said Units will signify that these By-Laws, the provisions of the Master Deed and any applicable recorded additions thereto are accepted and ratified, and will

be complied with.

Section 3. Membership and Composition. Each Owner shall be a member and will constitute the Association. A person who holds title to a Unit merely as security for payment of a debt shall not be a member entitled to exercise the rights of a Owner unless such person holds a proxy conferring such rights.

## ARTICLE II

### VOTING, MAJORITY OF OWNERS QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the Owner is entitled is the percentage assigned to the Unit or Units in Article IV, Section 1 in the Master Deed. Votes can be cast only at meetings of the Association conducted in accordance with the By-Laws, and in the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by an officer thereof, a partnership shall act by any general partner thereof, an association shall act by any associate thereof, a trust shall act by any trustee thereof, and any other legal entity shall act by any managing agent thereof. The failure of an absent Owner to execute and return the proxy form sent to him in the first class mailing referred to in Section 4 of this Article shall constitute a proxy to and for the majority present and voting. When an Owner consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Owner unless another of such persons

objects, in which case the vote which such Owner would otherwise be entitled to cast may not be cast. All votes appurtenant to a single Unit must be cast together and may not be split.

Section 2. Majority of Owners. As used in these By-Laws, the term "Majority of Owners" shall mean those Owners holding fifty-one (51%) percent or more of the total value of the Property, in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners as defined in Section 2 of Article I shall constitute a Quorum and any absent Owner who does not execute and return the proxy form sent to him in the mailing referred to in Section 4 of this Article shall be deemed to be present for the purpose of determining the presence of a quorum.

Section 4. Proxies. Any Owner may, by written proxy, designate an agent to cast his vote. Unless a proxy otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless otherwise specified therein. No proxy shall be honored until delivered to the Secretary of the Association. If not less than ten (10) days or more than thirty (30) days prior to a duly called meeting an Owner is informed by written notice of (1) the time and place of the



meeting, (2) the agenda for the meeting, and (3) such data as is then available relative to issues on which there will be a vote, and (4) a proxy form is included in such written notice, and the Owner neither attends the meeting nor returns his executed proxy, then such Owner shall be deemed to have given his proxy to and for the majority present and voting.

Section 5. Consents. Any action which may be taken by a vote of the Owners may also be taken by written consent to such action signed by the Owners.

Section 6. Initial Meeting. The initial meeting of the Association shall be held at such time as Declarant deems appropriate but no later than one (1) year from the date of incorporation of the Association. The following matters shall be taken up at the initial meeting:

1. Adoption of fiscal year.
2. Approval of a budget for the fiscal year.
3. Determination of the Annual Assessment and the date which it is due and payable.
4. Determination of the date of the first and subsequent annual meetings, and
5. The election of the initial three (3) person Board of Directors in accordance with Article III of these By-Laws.

Section 7. Annual Meetings. The annual meeting of the Association shall be held on a date determined by the Association. Any business which is appropriate for action of the Owners may be transacted at any annual meeting.

Section 8. Special Meetings. Special meetings of the Association may be called at any time by the President of the Association or by a majority of the Board of Directors and shall be called upon the written request of Owners owning a majority of the value of the Property. Only such business as is stated in the notice of the meeting shall be transacted at a special meeting unless all Owners waive notice of any additional business.

Section 9. Notice of Meetings. Written notice of every annual or special meeting of the Association stating the time, date, and place of the meeting and, in the case of a special meeting, the business proposed to be transacted, shall be given to every Owner not fewer than ten (10) nor more than thirty (30) days in advance of the meeting. Failure to give proper notice of a meeting of the Owners shall not invalidate any action taken in such meeting unless (1) an Owner who was present but not given proper notice objects at such meeting, in which case the matter to which such Owner objects shall not be taken up, or (2) an Owner who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Owner objects shall be void.

Section 10. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting either before or after such meeting. Attendance at a meeting

by an Owner, whether in person or by proxy, shall be deemed a waiver by such Owner of notice of the time, date, and place of the meeting unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to vote.

Section 11. Place of Meeting. All meetings of the Association shall be held at such convenient place as the Board of Directors may direct.

Section 12. Adjournment. Any meeting of the Association may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of Owners holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at the original session of a meeting may be transacted at an adjourned session, and no additional notice of adjourned sessions shall be required.

Section 13. Order of Business. The order of business at all meetings of the Association shall be as follows:

1. Roll Call.
2. Proof of proper notice of the meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Report of the Board.
5. Reports of officers.

6. Reports of committees.
7. Reports of Manager.
8. Election of Directors (when required).
9. Unfinished business; and
10. New business.

Section 14. Minutes of Meeting. The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Association. Such minutes shall be made available for examination and by any Owner at any reasonable time.

### ARTICLE III

#### ADMINISTRATION BY BOARD OF DIRECTORS

Section 1. The administration of the Association is vested in a Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the South Carolina Horizontal Property Act, the Master Deed, or these By-Laws required to be exercised and done by the Association.

Section 2. Powers and Duties. As stated hereinabove, the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association. The Board of Directors shall have the power from time to time to adopt any ~~rules~~ and Regulations necessary for the benefit and enjoyment of the condominiums; provided however, that such rules and regulations shall not be in conflict with the South Carolina

Horizontal Property Regime Act, the Master Deed, or these By-Laws. In addition to the duties imposed by these By-Laws or by any resolution of the Association hereafter adopted, the Board of Directors shall, on behalf of the Association:

(a) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each Unit Owner for the Common Expenses.

(b) Make assessments against Unit Owners to defray the cost and expenses of the Condominium, establish means and methods of collecting such assessments from the Unit Owners, and establish the period of the installment payment of the annual assessments for Common Expenses.

(c) Provide for the operation, care, upkeep and maintenance of all of the property and services of the Condominiums.

(d) Designate, hire and dismiss personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Property and, where appropriate, provide 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, which supplies and equipment shall be deemed part of the Property.

(e) Collect the assessment against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.

(f) Make and amend the Rules and Regulations.

(g) Open bank accounts on behalf of the Association

and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property, in accordance with these By-Laws and the Master Deed, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Master Deed, these By-Laws and the Rules and Regulations, act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding, and defend the Unit Owners of any litigation against the Association involving a claim in excess of ten (10%) percent of the amount of the annual budget.

(j) Obtain and carry insurance against casualties and liabilities, as provided in the Master Deed, pay the premiums therefor and adjust and settle any claims thereunder.

(k) Pay the costs of all authorized services rendered to the Association and not billed to individual Unit Owners as otherwise provided for herein.

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repairs of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries therein shall be available for examination by the Unit Owners, their attorneys, accountants and authorized agents during general business hours on business days at the times and in

the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be compiled in the form of financial statements at least once each year by an independent accountant retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such accounting shall be a Common Expense.

(m) Notify a mortgagee of any default hereunder by the Unit Owner of the Unit subject to such mortgage, if such default continues for a period exceeding thirty (30) days.

(n) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Elements; provided however, that the consent of at least sixty-seven (67%) percent in number and in percentage interest of all Unit Owners, obtained either in writing or at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required to borrow any sum in excess of Two Thousand Five Hundred (\$2,500.00) Dollars. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subsection (n) is not repaid by the Association, a Unit Owner who pays to the creditor a percentage of the total amount due equal to his percentage interest in the Condominium shall be entitled to obtain from the creditor a release of any judgement or other lien which such creditor shall have filed or shall have the right to file against such

Unit Owner's Condominium Unit, and the Association shall not be entitled to assess his Unit for payment of the remaining amount due such creditor.

(o) Acquire, hold and dispose of Condominium Units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Unit Owners Association.

(p) In its sole discretion, designate from time to time Common Elements and Limited Common Elements and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(q) Do such other things that are not in consistent with the South Carolina Horizontal Property Regime Act, the Master Deed, or these By-Laws which the Board of Directors may be authorized to do by a resolution of the Association.

Section 2.1. Managing Agent. The Board of Directors may employ for the Condominium a "Managing Agent" at a compensation to be established by the Board of Directors.

(a) Requirements. The Managing Agent shall be a bona fide business enterprise, which manages common interest residential communities. Such firm shall have a minimum of two (2) years' experience in real estate community management and shall employ persons possessing a high level of competence in the technical skills necessary to proper management of the Condominium and shall employ personnel knowledgeable in the areas of Condominium insurance, accounting, contract negotiation, labor relations and Condominium regulations.



(b) **Duties.** The Managing Agent shall perform such duties and services as the Board of Directors shall direct. Such duties and services may include, without limitation, the duties listed in Section 2 other than the powers stated in subsection (f), (g), (n), (o), and (p). The Managing Agent shall perform the obligations, duties and services relating to the management of the property, rights of mortgagees and the maintenance of reserve funds in compliance with the provisions of these By-Laws.

(c) **Standards.** The Board of Directors shall impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors, it shall prepare:

(1) A quarterly (every three months) financial report for the Association containing:

- (a) an Income Statement reflecting all income and expense activity for the preceding quarter on an accrual basis;
- (b) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding quarter;
- (c) an Account Status Report reflecting the status of all accounts in an "actual" versus "budgeted" format;
- (d) a Balance Sheet reflecting the financial condition of the Association on an unaudited basis;
- (e) a Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) percent of a major budget category; and
- (f) a Delinquency Report listing all Unit Owners who are delinquent in paying Condominium assessments and describing the status of any actions

to collect such assessments.

(d) **Limitations.** The Board of Directors may employ a Managing Agent for a term not to exceed two (2) years. Any contract with the Managing Agent must provide that it may be terminated without payment of a termination fee, without cause on no more than ninety (90) days written notice and with cause on no more than thirty (30) days written notice.

**Section 3. Qualification.** Only an individual who is an Owner, or who is an officer of a corporation, a general partner of the partnership, an associate of an association, a trustee of a trust, or a managing agent of any other legal entity which is an Owner, or which together with another person or other persons is an Owner, may be elected and serve or continue to serve as a Director of the Association. The number of Directors provided at any one time by an Owner which is an organization or which consists of more than one individual shall not exceed the number of Units owned by such Owner.

**Section 4. Election and Term.** The initial Board of Directors shall consist of three (3) people who shall be elected at the initial meeting of the Association and shall serve until the first annual meeting of the Association. At the first annual meeting the Owner shall elect three (3) Directors, two for a term of two (2) years and one for a term of one (1) year. At each subsequent annual meeting, Directors shall be elected for two-year terms, to succeed the Directors whose terms expire

at the meeting. A plurality of the votes cast shall be sufficient to elect a Director in any election. A Director may be elected to succeed himself, and a Director shall be deemed to continue an office until his successor has been elected and has assumed office.

Section 5. Removal. A Director may be removed from office with or without cause by the vote of the Owners.

Section 6. Vacancies. Any vacancy on the Board of Directors shall be filled by appointment by the majority of the remaining Directors, and the new Director shall serve for the unexpired term of his predecessor.

Section 7. Voting. Each Director shall have one vote on all matters acted upon by the Board of Directors. The affirmative vote of two Directors shall be sufficient for any action unless otherwise specified in the Master Deed or these By-Laws.

Section 8. Quorum. Three Directors shall constitute a quorum for the transaction of business.

Section 9. Consents. Any action which may be taken by a vote of the Board of Directors may also be taken by written consent to such action signed by all Directors.

Section 10. Referendum. Any decision voted by the Association

shall be binding upon the Board of Directors and shall supercede any previous inconsistent action or make invalid any subsequent inconsistent action taken by the Board of Directors, but no such action by the Owners shall impair the enforceability of any contract duly authorized or entered into by the Board of Directors pursuant to authority granted in the Act, Master Deed of these By-Laws.

Section 11. Annual Meetings. An annual meeting of the Board of Directors shall be held each fiscal year within thirty (30) days preceding the annual meeting of the Association. Any business which is appropriate for action of the Board of Directors may be transacted at any annual meeting.

Section 12. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, dates, and places as the Board of Directors may determine from time to time. Any business which is appropriate for action of the Board of Directors may be transacted at the regular meeting.

Section 13. Special Meetings. Special meetings of the Board of Directors may be called from time to time by the President of the Association and shall be called upon the written request of two of the Directors. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

Section 14. Notice of Meetings. Written notice of every regular or special meeting of the Board of Directors stating the time, date, and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Director not fewer than three nor more than ten days in advance of the meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at such meeting unless (1) a Director who was present but not given proper notice objects at such meeting, in which case the matter to which such Director objects shall not be taken up, or (2) a Director who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Director objects shall be void.

Section 15. Waiver of Notice. Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board of Directors either before or after such meeting. Attendance at a meeting by a Director shall be deemed waiver by such Director of notice of the time, date, and place of the meeting unless Director specifically objects to lack proper notice at the time of the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 16. Place of Meeting. All meetings of the Board of Directors shall be held at such convenient place as the Board may select. Meetings may be conducted by telephone if all Directors consent.

Section 17. Minutes of Meetings. The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board of Directors. A copy of such minutes shall be disbursed to each Owner within thirty days following each meeting, and all such minutes shall be made available for examination and copying by any Owner at any reasonable time.

Section 18. Compensation. The Directors may receive such compensation as the Association may determine and shall be entitled to reimbursement by the Association for expenses incurred in the conduct for their duties.

Section 19. Fidelity Bonds. The Board of Directors may require that any and all officers and employees of the Regime handling or responsible for Regime funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Regime.

#### ARTICLE IV

##### COVENANTS COMMITTEE

Section 1. Purpose. The Board of Directors shall establish

a Covenants Committee consisting of three (3) or five (5) members appointed by the Board of Directors from among the Unit Owners, each to serve a term of one (1) year for the purpose of :

- (1) Providing for visual harmony and soundness of repair;
- (2) Avoiding activities deleterious to the aesthetic or property values of the condominiums;
- (3) Furthering the comfort of the Unit Owners, their guests and tenants; and
- (4) Promoting the general welfare and safety of the condominium community.

Section 2. Powers. The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Common Elements. The Covenants Committee shall have the power to impose reasonable fines upon an issue a cease and desist order to a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Master Deed, the Rules and Regulations or resolutions of the Board of Directors or these By-Laws. The Covenants Committee shall from time to time, as required, provide interpretations of the Master Deed, Rules and Regulations and resolutions thereof when requested to do so by Unit Owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board of Directors to have standing as an aggrieved party and the Board of Directors may modify or reverse any such action, ruling or decision.

Section 3. Authority. The Covenants Committee shall have such additional duties, power and authority as the Board of Directors

may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board of Directors.

#### ARTICLE V

##### OFFICERS OF THE ASSOCIATION

Section 1. Designation. The Association shall have a President, a Vice President, and a Secretary-Treasurer. The officers shall have the authority, powers, duties and responsibilities provided by these By-Laws, or, to the extent not so provided, by the Board of Directors.

Section 2. Qualifications. Only members may be elected and serve as officers. Only the President shall be a director.

Section 3. Election and Term. Officers of the Association shall be elected at each annual meeting of the Board of Directors and at such other times as may be required to fill vacancies in any office. All officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An officer may be re-elected for any number of terms.

Section 4. Removal. Any officer may be removed from office



at any time with or without cause by the Board of Directors.

Section 5. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in a corporate president, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President shall take the place and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 7. Secretary-Treasurer. The Secretary-Treasurer shall prepare and keep, or cause to be prepared and kept, the minutes of all meetings of the Owners and of the Board of Directors, and shall have charge of such books and papers as the Board of Directors may direct. The Secretary-Treasurer shall have custody of and responsibility for Association funds and securities and shall keep the financial records and books of account belonging to the Association. Custody of the Association funds securities and responsibility for maintaining full and accurate accounts of all receipts and disbursements may be delegated to the Manager

if the Board of Directors so determines, but in such case, the Secretary-Treasurer shall verify the amount of Association funds and securities in the custody of the Manager and review and reconcile the accounts maintained by the Manager at such intervals as may be determined by the Board of Directors.

## ARTICLE VI

### FINANCES

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by the Association.

Section 2. Budget. The Board of Directors shall prepare and submit, or cause to be prepared and submitted to the Owners at their annual meeting, a proposed budget for the Regime for the fiscal year. The proposed budget shall set forth with particularity the anticipated Common Expenses for the fiscal year and the amount of money needed to establish reasonable reserve for the payment of Common Expenses and contingencies.

Section 3. Approval of Budget. The proposed budget, as it may be amended upon motion of any Owner, shall be submitted to a vote of the Owners and when approved shall become the budget (Budget) of the Regime for the fiscal year. The terms of the Budget shall be binding upon the Board of Directors unless and until such terms are amended by action of the Owners.

Section 4. Annual Assessments. The funds required by the Budget

shall be collected from the Owners is annual assessments (Annual Assessments) in proportion to their respective interest in the Common Elements as set out in Article IV, Section 1, of the Master Deed and the Annual Assessment shall be payable as and when determined by the Association.

Section 5. Special Assessments. The funds required from time to time to pay any Common Expenses which are not covered by the Budget but which are approved by the Owners shall be collected from all Owners by the Board of Directors in such installments (Special Assessments) as the Owners shall determine.

Section 6. Individual Assessments. Any payments to the Association which one or more, but fewer than all, of the Owners shall be obligated to make pursuant to the terms of the Act, the Master Deed or these By-Laws shall be due upon demand and shall be collected by the Board of Directors as individual assessments (Individual Assessments).

Section 7. Collection. Owners shall be personally liable for and promptly pay all assessments when due. The Board of Directors shall take prompt and appropriate action to collect by suit, foreclosure, or other lawful method any overdue assessment. If any overdue assessment is collected by any attorney or by action at law, the Owner owing the same shall be required to pay all reasonable costs of collection, including attorney's fees.

Section 8. Penalty. An assessment not paid within fifteen (15) days following the date when due shall bear a penalty at the rate of eight (8%) percent per annum of the outstanding balance from the date when due. The penalty shall be added to and collected in the same manner as the assessment. The Board of Directors may in its discretion waive all or any portion of a penalty or interest pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Owner.

Section 9. Accounts. The Board of Directors shall maintain on behalf of the Association a checking account with a state or federally chartered bank having an office in the county where the Property is situated. The Board of Directors may also maintain on behalf of the Association an interest-bearing savings account with a state or federally chartered bank, savings and loan association or building and loan association. If a Manager is employed, said accounts may be maintained in the name of the Manager as agent of the Association. All funds of the Association shall be promptly deposited in one of said accounts, except that the Board of Directors may maintain a petty cash fund of not more than Two Hundred Fifty (\$250.00) Dollars for payment of minor current expenses of the Association. The books and records relating to any account of the Association shall be made available for examination and copying by any Owner at any reasonable time.

Section 10. Payments. The Board of Directors shall provide for payment of all debts of the Association from the funds collected from the Owners. Expenditures specifically approved in the Budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of Two Hundred Fifty (\$250.00) Dollars shall be reviewed and approved by the President or the Board of Directors before payment is made. All checks and request for withdrawals drawn upon any account of the Association shall be signed by the President and the Treasurer or by any two (2) officers of the Association designated by the Board of Directors. The Board of Directors may authorize the Manager to draw checks upon the account of the Association. The Board of Directors may also authorize the Manager to make disbursements from the petty cash fund, if any.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. Upon notice from the Board, all Owners are obligated to pay periodic assessments imposed by the Regime to meet all Regime Expenses, which shall include a liability insurance policy premium and an insurance premium for a policy to cover repair and other hazards. The assessments shall be made pro-rata according to the value of the Unit owned, as stipulated in the Master Deed. The transfer of ownership of an individual Unit within the Regime carries with it the proportionate equity of that Unit Ownership in the Regime Escrow Account. Each Unit

Owner will be assessed for the Regime Escrow Account in accordance with a set schedule in order to provide for a contingency fund for maintenance and repair of Regime Property.

Section 2. Maintenance and Improvements. The Board of Directors shall be responsible for the maintenance, repair and replacement of all of the Common Elements (including the Limited Common Elements) as defined in the Master Deed, whether located inside or outside of the Unit, the cost of which shall be charged to all Unit Owners as a Common Expense, provided however, that each Unit Owner shall perform annual maintenance on the Limited Common Elements appurtenant to his Unit and any portion of the remaining Common Elements which the Board of Directors pursuant to its Rules and Regulations may authorize. Each Unit Owner must promptly perform all maintenance and repair work within his own Unit which if omitted would affect the Property in its entirety or in part belonging to other Unit Owners and each Unit Owner is liable to the Association for the damages and liabilities that his failure to do so may engender. Each Unit Owner shall promptly report to the Board of Directors of Managing Agent and defect or need of repairs for which the Board of Directors is responsible. All the repairs of internal installation of the Unit, such as water, light, gas, power, sewage, telephone, air conditioning, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Unit shall be the expense of the Owner. No repairs to any plumbing or electrical wiring within a Unit shall be made except by plumbers and elect-

icians authorized by the Board of Directors.

**Section 3. Use of Unit.**

(a) All Units shall be utilized for residential purposes only.

(b) An Owner shall not make structural modifications or alterations in his Unit or installation is located therein without previously notifying the Regime in writing, through the management agent, if any, or through the President if no management agent is employed. The Regime shall have the obligation to notify the Owner of its disapproval within fifteen (15) days of the Owner's notice, and failure to do so within the required time shall mean that there is no objection to the proposed modification of alteration.

**Section 4. Use of Common Elements.** A Owner shall not place or cause to be placed in the passages or roads any furniture, packages, or obstructions of any kind. Such areas shall be used for no other purpose than for normal transit through them.

**Section 5. Rights of Entry.**

(a) An Owner shall grant the right of entry to the management agent or to any other person authorized by the Board in case of any emergency originating in or threatening his Unit, whether the Owner is present at that time or not.

(b) An Owner shall permit other Owners or their representatives when so required, to enter his Unit for the purpose

of performing installations, alterations or repairs to the mechanical or electrical services, provided that request for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

**Section 6. Rules of Conduct.**

(a) Residents shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents.

(b) No Owner, resident or lessee of the Property shall:

- (1) post any advertisements, or posters of any kind, in or on the property except as authorized by the Regime;
- (2) hang garments, rugs, or similar objects, from the windows or from any of the facades of the Property;
- (3) dust rugs, mops, or similar objects by beating on the exterior part of the Property;
- (4) throw garbage or trash outside the disposal installation provided for such purposes in the service areas;
- (5) act so as to interfere unreasonably with the peace and enjoyment of the residents of the other Units in the property.
- (6) No Owner, resident or lessee shall install wiring for electrical service or telephone installations, television antennae, machines or air conditioning units, or similar objects outside his dwelling or which protrude through the walls or the roof of his dwelling Unit except as authorized by the Board.

**ARTICLE VIII**

**AMENDMENTS**



Section 1. These By-Laws may be amended or repealed and new By-Laws adopted by the Association in a duly constituted meeting held for such purposes and no amendment shall take effect unless approved by the Owners representing at least sixty-seven (67%) percent of the total value of the Property as shown in the Master Deed.

#### ARTICLE IX

##### MORTGAGE

Section 1. Notice of Board. A Owner who mortgages his Unit shall notify the Board through the management agent, if any, or the President if there is no management agent, of the name and address of his mortgagee; and the Regime shall maintain a record of such information.

Section 2. Notice of Unpaid Assessments. The Board shall, at the request of a mortgagee of a Unit, report any unpaid assessments due to the Regime from the Owners of such Unit.

#### ARTICLE X

##### GENERAL

Section 1. Compliance. These By-Laws are intended to comply with the requirements of the Horizontal Property Act of South Carolina. In case of any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will control.

Section 2. Record of Ownership. Any person who acquires title to a Unit (unless merely as security for a debt) shall promptly inform the Board of Directors of his identity and the date upon and the names in which title was acquired. The Board of Directors shall maintain a record of names of all Owners and of the dates upon which they acquired title to their Units.

Section 3. Notices. Any notice or documents placed in the mail receptacle or affixed to the front door of a Unit by or at the direction of the Board of Directors shall be deemed delivered to the Owner of such Unit unless the Owner has previously specified to the Board of Directors in writing another address for delivery of such notices and documents. A notice or document addressed to the Board of Directors and delivered to any Director by or at the direction of a Owner shall be deemed delivered to the Board of Directors.

Section 4. Waiver. No provision of these By-Laws or the Regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations of breaches which may have occurred.

Section 5. Conflicts. In the event of any conflict between these By-Laws and the Act or the Master Deed, the Act or the Master Deed shall have control, as appropriate. In the event of a conflict between these By-Laws and the Regulation, these By-Laws shall control.

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Section 6. Severability. The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or affect of the remainder.

Section 7. Captions. Captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provisions.

Section 8. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and vice versa, whenever the context requires or permits.

SIGNED, SEALED AND DELIVERED THE PARK AT RIVER'S EDGE HORIZONTAL PROPERTY REGIME (A), INC.

IN THE PRESENCE OF:

By: *Albert V. Estee*  
ALBERT V. ESTEE, PRESIDENT

*Lindy I. Clark*  
-----  
*Barbara D. Hepler*  
-----

STATE OF SOUTH CAROLINA)  
COUNTY OF CHARLESTON )

PERSONALLY APPEARED BEFORE ME, *Cindy C. Clark*

AND MADE OATH (S)HE SAW THE WITHIN NAMED THE PARK AT RIVER'S EDGE HORIZONTAL PROPERTY REGIME (A), INC., BY ALBERT V. ESTEE, ITS PRESIDENT, SIGN, SEAL AND AS ITS ACT AND DEED, DELIVER THE WITHIN WRITTEN BY-LAWS, AND THAT (S)HE WITH *Barbara Hepler* WITNESSED THE EXECUTION THEREO.

*Lindy I. Clark*

SWORN TO BEFORE ME THIS 20TH  
DAY OF SEPTEMBER, 1984

*Barbara D. Hepler*

NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: *November 25, 1991*