

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

MASTER DEED

BOOK X103 PAGE 234

HERITAGE VILLAGE  
HORIZONTAL PROPERTY REGIME

This Master Deed dated the 5th day of March, 1974, by MOUNT PLEASANT INVESTMENTS, a General Partnership, consisting of D. A. Jordan, Jr., Walter B. Brown, William N. Geiger, Jr., H. Donald McElveen, Robert H. Kennedy, Jr., H. Buford Goff, Jr., Robert K. Brown, K. Kenneth Fujishiro and Frank R. Geiger, having its principal office at 2821 Millwood Avenue, Columbia, South Carolina, hereinafter for convenience referred to as the "Developer".

W I T N E S S E T H :

WHEREAS, the Developer, having constructed and about to construct and sell certain condominium apartments located on real property in the Town of Mt. Pleasant, County of Charleston, State of South Carolina, hereinafter described, desires to assure to purchasers of said apartments the use, benefit and enjoyment of the common elements, facilities and utilities and desire to provide for the maintenance of said common elements, facilities and utilities, and to effect said benefits, the Developer desires to subject the real property hereinafter described to certain conditions, restrictions, reservations, servitudes, easements, liens, and covenants, as hereinafter are more fully set forth; and

WHEREAS, in furtherance of the above, it is the purpose of this Instrument to submit the real property

herein described and improvements thereon to the South Carolina Horizontal Property Act, Code of Laws of South Carolina, 1962, as Amended, hereinafter referred to as the "Act"; and

WHEREAS, in accordance with the submission of the property to the provisions of said Act, there shall be incorporated a Council of Co-owners known as Heritage Village Horizontal Property Regime, Inc., for the purpose, among others, of maintaining and administering the common elements and the general affairs of the Regime; and

NOW, THEREFORE, in consideration of the premises, the Developer hereby declares and submits the real property described herein, with improvements thereon, to the condominium form of ownership and use provided in the Act and further declares, grants, and covenants with Purchasers of apartments in Heritage Village Horizontal Property Regime that said property is and shall be held and shall be conveyed subject to the provisions of this Master Deed and Exhibits appurtenant here, and it is hereby granted, covenanted, and agreed that this Master Deed shall inure to the benefit of and be binding upon the Developer, its heirs, successors, and assigns, and upon the apartment owners of Heritage Village Horizontal Property Regime, their heirs, successors, and assigns, respectively, and that such shall be binding upon and run with the said real property.

1. DESCRIPTION: The real property, with improvements thereon and to be added, which is submitted to the Act is described as follows:

ALL that certain tract, piece or parcel of land, with any and all improvements located thereon, or about to be located thereon, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, as shown and designated on a Plat entitled, "Town of Mt. Pleasant, S. C., Plat of Property Surveyed for The Heritage Village Horizontal Property Regime - Said Property Designated by Letters A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, A", which said Plat was made by E. M. Seabrook, Jr., Inc., Engineers-Surveyors-Planners, which said Plat is dated December 20, 1973, and is duly recorded in the R. M. C. Office for Charleston County in Plat Book AC, at Page 154.

The said property is more fully described as follows: COMMENCING at a point on the aforesaid Plat, which said point is the Southwestern most portion of the Scott property as shown on the aforesaid Plat and is designated on the aforesaid Plat by the Letter "A"; Commencing at the Point "A", and thence on a line bearing N 11 degrees 02 minutes 10 seconds W for a distance of 952.05 feet to a point; thence on a line bearing S 69 degrees 38 minutes 34 seconds W for a distance of 171.62 feet to a point; thence on an arc, which arc has a length of 289.01 feet to a point; thence on a line bearing S 78 degrees 13 minutes 34 seconds W for a distance of 849.87 feet to a point; thence on a line bearing S 17 degrees 25 minutes E for a distance of 1027.72 feet to a point; thence on a line bearing N 72 degrees 35 minutes E for a distance of 105.0 feet to a point; thence on a line bearing N 17 degrees 25 minutes W for a distance of 10.0 feet to a point; thence on a line bearing S 72 degrees 35 minutes W for a distance of 40.0 feet to a point; thence on a line bearing N 17 degrees 25 minutes W for a distance of 255.0 feet to a point; thence on a line bearing N 67 degrees 06 minutes 26 seconds E for a distance of 214.10 feet to a point; thence on a line bearing S 17 degrees 25 minutes E for a distance of 75.0 feet to a point; thence on a line bearing N 72 degrees 42 minutes E for a distance of 433.06 feet to a point; thence on a line bearing S 17 degrees 25 minutes E for a distance of 26.0 feet to a point; thence on a line bearing N 74 degrees 48 minutes 56 seconds E for a distance of 91.01 feet to a point; thence on a line bearing N 17 degrees 25 minutes W for a distance of 100.0 feet to a point; thence on a line bearing N 72 degrees 35 minutes E for a distance of 180.0 feet to a point; thence on a line bearing S 11 degrees 02 minutes 10 seconds E for a distance of 263.49 feet to a point; thence on a line bearing S 78 degrees 57 minutes 50 seconds W for a distance of 15.0 feet to a point; thence on a line bearing S 11 degrees 02 minutes 10 seconds E for a distance of 30.0 feet to a point; thence on a line bearing N 72 degrees 35 minutes E for a distance of 65.4 feet to a point, which point is the point of beginning.

The said property herein described is contained within the Letters "A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q-R-S-T and A", all as shown on the aforesaid Plat.

The property having such buttings and boundings as will be shown by reference to the aforesaid Plat made by E. M. Seabrook, Jr., Inc.

The above Plat referred to, made by E. M. Seabrook, Jr., Inc., is hereby referred to as "Exhibit L" and is duly recorded in the R. M. C. Office for Charleston County in Plat Book AC, at Page 154, and by reference is incorporated herein.



2. DEFINITIONS. The terms used herein shall have the meanings stated in the Act, in the By-Laws, and as follows:

- (a) "Apartment" means unit as defined by the Act.
- (b) "Apartment Owner or Co-owner" means unit owner as defined by the Act.
- (c) "Council of Co-owners" means all the co-owners as defined herein and the Act, and hereinafter may be referred to as the Council and who will be incorporated and known as Heritage Village Horizontal Property Regime, Inc.
- (d) "Board of Administration" - the Council of Co-owners shall be governed by a Board of Administrators as set forth in Article VI of the By-Laws.
- (e) "Common Elements" shall be all the parts of the condominium property not included within the apartment boundaries as described in Paragraph 4 and as described in Article II, Sec. 2 and Sec. 3 of the By-Laws.
- (f) "Common Expenses" include (1) expenses of administration; expenses of maintenance, operation, repair, or replacement of the common elements, and of the portions of apartments to be maintained by the Council; (2) expenses declared common expenses by provisions of this Master Deed or by the By-Laws; and (3) any valid charge against the Regime as a whole, such as ad valorem taxes for the year in which this Master Deed is recorded.
- (g) "Property" means and includes the land, the buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.



(h) "Utility Services" as used in the Act and construed with reference to the Regime, and as used in this Master Deed and the By-Laws, shall include but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

(i) "Regime" or "Condominium" shall mean Heritage Village Horizontal Property Regime.

3. DEVELOPMENT PLANS. The Regime is being developed according to the following plans:

(a) All improvements have and will be constructed by the Developer substantially in accordance with the plans and specifications heretofore prepared by Geiger, McElveen and Kennedy, Architects and Engineers, filed in their office, at 2821 Millwood Avenue, Columbia, South Carolina. The Regime will contain one hundred and fifty (150) apartments. The Regime will also include court yards, landscaping, a swimming pool, tennis courts, automobile parking areas, and other facilities located substantially as shown in said plans and specifications. Two parking spaces will be provided for each apartment, one of which will be at least twenty-five (25') feet from the owner's apartment. All spaces will be properly marked.

(b) Easements are reserved throughout the Regime property as may be required for utility service, maintenance or recreational purposes.

4. APARTMENT BOUNDARIES. Each apartment shall include the elements of the Regime which are not

owned in common with the owners of other apartments. The boundary lines of each apartment are the interior surfaces of its perimeter wall, load bearing walls, basement floors, top-story ceilings, windows, and window frames, doors and door frames, and trim, and includes both the portions of the building so described and the air space so encompassed.

5. DESCRIPTION OF APARTMENTS. The apartments of the Regime are more particularly described as follows:

(a) There are two (2) typical apartment floor plans which have two and three bedrooms. These apartments are more specifically described in "Exhibits A and B" attached hereto. Further details are illustrated by the aforesaid building plans and specifications.

(b) Each apartment is identified by a capital letter followed by the number designating where the apartment is located.

(c) The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, so long as the Developer owns the apartment so altered. Any such change shall be reflected by an amendment of this Master Deed which may be executed by the Developer alone, notwithstanding the procedures of Amendment described in Paragraph 21 of this Master Deed. However, no such change shall increase the number of apartments nor alter the boundaries of the common elements without Amendment of this Master Deed in the manner described in Paragraph 21 herein. If more than one apartment is altered, the Developer

shall appropriately re-apportion the shares in common elements which are allocated to the altered apartments.

6. SHARES OF COMMON ELEMENTS AND EXPENSES.

Each apartment owner shall own a share in common elements and in any surplus possessed by the Regime and be liable for common expenses as follows:

GROUP I (Three (3) Bedrooms - on the Lake).

Number of Apartments - Forty-Four (44) - Value - \$ 1,298,000.00

Percentage - An Undivided .0072144 Share each Apartment.

Each Apartment Value - \$ 29,500.00.

APARTMENTS

D-1 thru D-6  
E-1 thru E-6  
K-1 thru K-9  
M-1 thru M-6, M-8, M-9  
O-1, O-3, O-4, O-6, O-7, O-9  
Q-1 thru O-9

GROUP II (Two (2) Bedrooms - on the Lake).

Number of Apartments - Three (3) - VALUE - \$ 73,500.00.

Percentage - An Undivided .0059916 Share each Apartment.

Each Apartment Value - \$ 24,500.00.

APARTMENTS

O-2, O-5, O-8

GROUP III (Three (3) Bedrooms - Off the Lake).

Number of Apartments - Eighty (80) - Value - \$ 2,200,000.00

Percentage - An Undivided .0067253 Share each Apartment.

Each Apartment Value - \$ 27,500.00.

APARTMENTS

A-1, A-3, A-4, A-6, A-7, A-9  
B-1, B-3, B-4, B-6, B-7, B-9  
C-1, C-3, C-4, C-6  
F-1 thru F-9  
G-1 thru G-6  
H-1, H-3, H-4, H-6, H-7, H-9  
J-1 thru J-6  
L-1, L-3, L-4, L-6, L-7, L-9  
M-7  
N-1, N-3, N-4, N-6, N-7, N-9  
P-1 thru P-6  
R-1 thru R-6  
S-1, S-3, S-4, S-6  
T-1, T-3, T-4, T-6  
U-1, U-3, U-4, U-6



GROUP IV (Two (2) Bedrooms - Off the Lake).

Number of Apartments - Twenty-three (23) - Value - \$ 517,500.00.

Percentage - An Undivided .0055025 Share each Apartment.

Each Apartment Value - \$ 22,500.00.

APARTMENTS

- A-2, A-5, A-8
- B-2, B-5, B-8
- C-2, C-5
- H-2, H-5, H-8
- L-2, L-5, L-8
- N-2, N-5, N-8
- S-2, S-5
- T-2, T-5
- U-2, U-5

TOTAL VALUE - \$ 4,089,000.00

BASE FOR PERCENTAGES - Rounded to 1000 from 0.9999899.

7. MAINTENANCE AND ALTERATION OF APARTMENTS.

(a) The Regime shall maintain, repair, and replace:

(1) All portions of an apartment, except interior surfaces, which portions shall include but not be limited to the outside walls and roof of the apartment building and all fixtures on the exterior thereof; boundary walls of apartments, floor slabs, and load-bearing columns and load-bearing walls; and

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Regime; and all such facilities contained within an apartment which service part or parts of the Regime other than the apartment within which contained.

All incidental damage caused to any apartment by such work shall be promptly repaired at the expense of the Regime.

500.00.

(b) The responsibility of the apartment owner shall be:

- 1. To maintain, repair, and replace at his expense portions of his apartment except the portions to be maintained, repaired, and replaced by the Regime;
- 2. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building;
- 3. To promptly report to the Regime any defect or need for repairs, the responsibility for which is that of the Regime.

(c) Except as elsewhere reserved to the Developer, neither an apartment owner nor the Regime shall make any alteration in the portions of an apartment which are to be maintained by the Regime or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of any apartment, or impair any easement, without first obtaining approval in writing of owners of the apartments in which such work is to be done and the approval of the Board of Administration of the Regime. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Regime prior to the start of the work.

8. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS.

(a) The maintenance and operation of the common elements shall be the responsibility and the expense of the Regime.

(b) After the completion of the improvements included in the common elements which are contemplated by this Master Dec., Amendments allowed herein, and the Exhibits attached hereto, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval

in writing by seventy-five (75%) per cent of the owners of apartments except as provided in the By-Laws, but any such alteration or improvement shall not interfere with the rights of any apartment owner. The cost of such work shall not be assessed against a bank, mortgage banker, life insurance company, or savings and loan association which acquires its title as the result of owning a mortgage upon an apartment unless such an owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the proportions which their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

9. ASSESSMENTS.

(a) Assessments against apartment owners for common expenses shall be made pursuant to the By-Laws and shall be allocated as set forth in Paragraph 6 of this Master Deed. However, if services are furnished to apartment owners beyond the maintenance and operation of the condominium property, no assessment on account of such services shall be made against a bank, mortgage banker, life insurance company, or any savings and loan association which acquires its title as a result of owning a first mortgage upon an apartment, unless the



MS X103 nr 234

occupant of the apartment owned by such an institution voluntarily accepts such services. This shall be so whether the title is acquired by Deed from the Mortgagee or through foreclosure proceedings. The shares of any cost or loss not so assessed shall be assessed to the other apartment owners in the proportions which the value of their apartments bear to the value of the Regime.

(b) Assessments and installments

thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of eight (8%) per cent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

(c) The lien for unpaid assessments

provided by South Carolina law shall also secure reasonable attorney's fees incurred by the Regime incident to the collection of such assessments or enforcement of such lien.

(d) In any foreclosure of a lien

for assessments, the owner of the apartment subject to the lien, shall be required to pay a reasonable rental for the apartment, and the Regime shall be entitled to the appointment of a receiver to collect such rental.

10. HERITAGE VILLAGE HORIZONTAL

PROPERTY REGIME, INC. The operation of the condominium shall be by Heritage Village Horizontal Property Regime, Inc. herein called the "Regime", a corporation not for profit under the Laws of South Carolina, which shall be organized and shall fulfill its functions pursuant to the following provisions:

10074103 NY 234

(a) The members of the Regime shall be the apartment owners who are also known collectively as the Council of Co-owners.

(b) The Regime shall be incorporated under Articles of Incorporation in the form attached as "Exhibit C".

(c) The By-Laws of the Regime shall be in the form attached as "Exhibit D".

(d) Notwithstanding the duty of the Regime to maintain and repair parts of the condominium property, the Regime shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Regime, not for injury or damage caused by the elements or other owners or persons.

(e) The share of a member in the funds and assets of the Regime cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his apartment.

(f) Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of a Regime meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in a Regime meeting, unless the joinder of record owners is specifically required by the Master Deed.

11. INSURANCE.

The Board of Administration or its authorized agent shall obtain insurance for all of the improvements on the property (excepting the personal property of the Apartment Owners, their guests and lessees and all improvements and betterments made by such Owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious

mischief, in an amount sufficient to cover the full cost of any repair, reconstruction or replacement in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering the Common Elements and Facilities, and all damage or injury caused by the negligence of the Regime or any of its agents which public liability policy shall have reasonable limits set by the Board of Administration. The Board shall obtain such other insurance as it may determine from time to time to be desirable. Premiums for all such insurance shall be Common Expenses and paid by the Regime. All such insurance coverage obtained by the Board of Administration shall be written in the name of the Regime for the Owners of the Apartments in same percentage as the Percentage Interest appurtenant to their Apartments. Such insurance policies shall comply with the provisions hereinafter set forth.

(a) All policies shall be written with a company licensed to do business in the State of South Carolina and holding a rating of "AAA" or better by Best's Insurance Reports.

(b) All policies shall be for the benefit of the Apartment Owners and their Mortgagees as their interests may appear.



BOOK X103 PAGE 234

(c) Provision shall be made for the issuance of a certificate of insurance to each Owner and his mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the particular Owner's Apartment.

(d) The original of all policies and endorsements thereto shall be deposited with the Insurance Trustee which shall hold them subject to the provisions herein.

(e) Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Board of Administration or its duly authorized agent; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations related thereto.

(f) In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Board of Administration hereunder be affected or diminished by insurance purchased by individual owners or their mortgagees.

(g) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Administration, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Board of Administration may have in force on the property at any particular time.

1507 X103 INC 234

(h) Any owner who obtains an individual insurance policy covering any portion of the property, other than on personal property belonging to such Owner and on improvements and betterments made by such an Owner at his expense, shall file a copy of such policy with the Board of Administration within 30 days after purchase of such insurance.

(i) Each Owner at his own expense may obtain on his Apartment or the contents thereof title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterments and personal property damage and loss.

(j) The Board of Administration shall conduct an annual insurance review for the purposes of determining the full insurable value of the entire property including all dwellings and the Common Elements and Facilities, without respect to depreciation, of all improvements on the property (with the exception of improvements and betterments made by the respective owners at their expense) by one or more qualified persons.

(k) The Board of Administration or its duly authorized agent shall make reasonable efforts to secure insurance policies that will provide for the following:  
(1) a waiver of subrogation by the insurer as to any claims against the Board of Administration, its duly authorized agents and the Owners and their respective servants, agents and guests; (2) a waiver of insurer's

right to repair or reconstruct instead of paying cash;  
(3) a waiver of insurer's right to cancel, invalidate or suspend the policy on account of the acts of fewer than five Owners or the conduct of any director, officer or employee of the Regime or its duly authorized agent without a prior demand in writing delivered to the Regime to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Regime, its agent, any owner or mortgagee; and (4) that any "other insurance" clause in the master policy or policies exclude individual owners' policies from consideration.

(1) Each Owner shall be required to notify the Board of Administration of all improvements made by such Owner to his Unit, the value of which is in excess of One Thousand Dollars (\$1,000.00).

(m) There shall be no judicial partition of the property or any part thereof, and Declarant and every person acquiring any interest in the property or any part thereof shall acquire the same subject to this Paragraph 11. and shall be deemed to have waived any right to seek any such judicial partition until the damage or destruction or until the property has been removed from the provisions of the Act as provided for in the Act.

12. TRUSTEE.

(a) All insurance policies purchased by and in the name of the Board of Administration shall provide that proceeds covering property losses shall be paid jointly to the Regime and any banking corporation in South Carolina as Trustee, hereinafter called "Insurance Trustee". Immediately upon



the receipt by the Regime of such proceeds, the Regime shall endorse the instrument by means of which such proceeds are paid and deliver such instrument to the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor shall the Insurance Trustee have any obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person. (See Exhibit "F").

(b) Among other things, the duty of the Insurance Trustee shall be to receive proceeds delivered to it and to hold such proceeds in trust for the benefit of the Owners and their Mortgagees. An undivided share of such proceeds on account of damage or destruction to the Common Elements and Facilities shall be allocated and assigned for the Owners in accordance with the Percentage Interest appurtenant to their Apartments. Proceeds on account of damage or destruction to Apartments shall be allocated and assigned for the Owners of the damaged or destroyed Apartments in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such Owner. In the event that a mortgagee endorsement has been issued as to any particular Apartment, the share of such Apartment Owner shall be held in trust for such Owner and his mortgagee as their interests may appear.

(c) Proceeds of insurance policies received by the Trustee shall be disbursed as follows:

7103 MC 234  
(i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be paid into the Trust Fund for the benefit of all Owners.

(ii) If it is determined, as provided in Paragraph 13 that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as therein provided.

(iii) Any and all disbursements of funds by the Insurance Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Regime signed by the President or Vice President and attested by the Secretary or Assistant Secretary directing the Insurance Trustee to make the disbursements.

If the damage or destruction is to the Common Elements and Facilities and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee known by the Insurance Trustee to have the largest interest in or lien upon such Common Elements and Facilities. If the damage or destruction is to one or more Apartments and is to be repaired or reconstructed, said certificate shall also be signed by the Mortgagee or Agent of the Mortgagee, if any, known by the Insurance Trustee to have an interest in or lien upon such Apartment or Apartments. The Insurance Trustee shall not incur liability to any Owner, mortgagee or other person

for any disbursements made by it pursuant to 2102 INT 234  
accordance with any such certificates or written  
authorizations.

13. DAMAGE AND DESTRUCTION.

(a) Immediately after all or any part of the property covered by insurance written in the name of the Board of Administration is damaged or destroyed by fire or other casualty, the Board of Administration or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty with each Apartment, the Common Elements and Facilities having the same vertical and horizontal boundaries as before.

(b) Any such damage or destruction to an Apartment which does not render such Apartment untenable shall be repaired unless all the Owners unanimously agree in writing not to repair, reconstruct or rebuild the property in accordance with provisions of the Act. Any such damage which requires the reconstruction of the whole or more than two-thirds (2/3rds) of the "Property" as defined in Paragraph 2 hereinabove, shall not be compulsory unless unanimously agreed upon by the co-owners. If not reconstructed, the indemnity shall be delivered in accordance with the provisions of Sub-Paragraph 13 (c).

payment  
g such  
benefit  
raph 13  
he Insurance  
de pursuant  
Regime  
attested  
ting the Insurance  
o the Common  
d or recon-  
ned by or  
rance Trustees to  
ch Common  
estruction  
paired or  
be signed by  
any,  
nterest in or lien  
urance Trustee shall  
e or other person



100-1110-100-234

If for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction are not made available to the Regime within said period of 60 days after the casualty, then such period shall be extended until such information shall be made available to the Regime; provided, however, that said extension of time shall not exceed 90 days. No mortgagees shall have any right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

(c) In the event that it is determined by the Regime in the manner prescribed above that the damage or destruction shall not be repaired or reconstructed, then and in that event (i) the property shall be deemed to be owned by the Apartment Owners as tenants in common, (ii) the undivided interest in the property owned in common which shall appertain to each Apartment Owner shall be the percentage of Percentage Interest appurtenant to each Unit, (iii) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of Percentage Interest of the Apartment Owner, and (iv) the property shall be subject to an action for partition at the instance of any Apartment Owner, in which event the net proceeds of sale shall be paid to the Insurance Trustee. Said net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund which, after paying all expenses of the Insurance Trustee, shall be divided among all of the Apartment Owners in a percentage equal to the Percentage Interest appurtenant to their Apartments, after first paying out of the respective share of the Apartment Owners, to the extent sufficient for such purpose, all liens on the undivided interest in the property owned by each Apartment Owner. Disbursements to such Owners shall be made pursuant to certificates provided for in Paragraph 12.

14. REPAIR AND RECONSTRUCTION.

10/18/73

(a) If the damage or destruction for which the insurance proceeds are paid to the Insurance Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Administration shall levy a special Assessment against the co-owners of damaged or affected Apartments in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. Additional Assessments may be made at any time during or following the completion of any repair or reconstruction. That portion of such Assessments levied against each such Apartment Owner shall be equal to that percentage computed by dividing the Percentage Interest appurtenant to such Owner's Apartment by the total of the Percentage Interests appurtenant to all Apartments affected.

(b) Any and all sums paid to the Regime under and by virtue of those special Assessments provided for above shall be deposited by the Regime with the Insurance Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee shall be disbursed as provided in Paragraph 12.

15. USE RESTRICTIONS. The use of the property of the Regime shall be in accordance with the following provisions:

(a) Each of the apartments shall be occupied only as a residence and for no other purpose. Except as reserved to the Developer, no apartment may be divided or subdivided into a small unit nor any portion thereof sold or otherwise transferred without first complying with the By-Laws and amending

this Master Plan reflect changes in the apartments to be effected thereby.

(b) The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

(c) No use or practice shall be permitted on the condominium property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or of common elements which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning, ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

(d) Until the Developer has completed and sold all the apartments, neither the apartment owners nor the Regime nor the use of condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale,

1015 11/23/4



including but not limited to, the maintenance of a sales office, the showing of property, and display of signs.

(e) Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Regime in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Regime to all apartment owners and residents of the condominium upon request.

16. APPROVAL OF TRANSFER.

(a) No apartment owner may effectively dispose of an apartment or any interest therein by sale without approval of the Regime. If any apartment owner shall acquire his title by gift, devise, or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Regime, except such approval shall not be required by the owner's immediate family.

(b) An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Regime notice of such intention, together with the name and address of the intended Purchaser, and such other information concerning the intended purchaser, and such other information concerning the intended purchases as the Regime may reasonably require, except the Developer may sell, contract to sell and lease any apartment in furtherance of a sale for a reasonable length of time until the project is complete and fully sold. An apartment owner who has obtained his title by gift, devise or inheritance, shall give the Regime notice of acquiring of title, together

100-1103-234

the  
Par  
app  
of c  
appr  
by t  
and  
be r  
A lec  
  
sale,  
owner  
of suc  
or mai  
offer to  
by the R  
owner mu  
purchase  
paid sh  
to sell

such personal information as the Regime may reasonably require, and a certified copy of the instrument evidencing his title. If the notice to the Regime herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership of an apartment, the Regime at its election and without notice may approve or disapprove the transaction of ownership.

(c) Within 30 days after receipt of the notice described in Sub-Paragraph (b) of this Paragraph, the Regime must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, and shall be delivered to the purchaser, and shall be recorded in the public records of the county. A lease need not be recorded.

17. DISAPPROVAL OF TRANSFER.

(a) If the Regime disapproves a proposed sale, and if the notice of sale given by the apartment owner shall so demand, then within 30 days after receipt of such notice and information, the Regime shall deliver or mail by registered mail to the apartment owner an offer to purchase by the Regime or by a purchaser approved by the Regime who will purchase and to whom the apartment owner must sell the apartment. At the option of such purchaser, to be stated in his offer, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined

REC-1113 101-234

by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within 30 days after the delivery or mailing of such offer to purchase, or within ten days after the determination of the sales price if such is by arbitration, whichever is the later.

(b) If the Regime disapproves the acquisition of title by gift, devise, or inheritance, the provisions of Sub-Paragraph (a) of this Paragraph shall apply (except that the purchase price shall be at fair market value determined by arbitration).

(c) If the Regime shall fail to purchase or provide a purchaser as required in Sub-Paragraphs (a) and (b) of this paragraph, then notwithstanding the disapproval, the sale or ownership, as the case may be, shall be deemed to have been approved, and the Regime shall furnish a certificate of approval as provided in Paragraph 16.

16. MORTGAGE AND ACQUISITION BY MORTGAGEES.

(a) No apartment owner may mortgage his apartment or any interest therein without the approval of the Regime, except to a bank, mortgage banker, life insurance company, or a federal or state savings and loan association. The approval of any other mortgagee shall be subject to conditions determined by the Regime.

REC-1103 JUN 23 1964



(b) The provisions of Paragraph 16 and 17 shall not apply to a transfer to or purchase by a bank, mortgage banker, life insurance company, or federal or state savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall the provisions apply to a transfer, sale, or lease to a bank, mortgage banker, life insurance company, or savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser, who acquires title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

19. NOTICE OF LIEN OR SUIT.

(a) An apartment owner shall give notice to the Regime of every lien upon his apartment, other than for permitted mortgages, taxes and special assessments, within five days after the attaching of the lien. Failure to comply with this Sub-paragraph will not affect the validity of any judicial sale.

(b) Notice shall be given to the Regime in every suit or other proceeding which may affect the title of his apartment within five days after the apartment owner received knowledge thereof.

20. COMPLIANCE AND DEFAULT.

(a) Each apartment owner shall be governed by and shall comply with the terms of this Master Deed, Articles of Incorporation, By-Laws, and such regulations

(b) The provisions of Paragraph 16 and 17 shall not apply to a transfer to or purchase by a bank, mortgage banker, life insurance company, or federal or state savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall provisions apply to a transfer, sale, or lease by a bank, mortgage banker, life insurance company, or savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser, who acquires title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

19. NOTICE OF LIEN OR SUIT.

(a) An apartment owner shall give notice to the Regime of every lien upon his apartment, other than for permitted mortgages, taxes and special assessments, within five days after the attaching of the lien. Failure to comply with this Sub-paragraph will not affect the validity of any judicial sale.

(b) Notice shall be given to the Regime of every suit or other proceeding which may affect the title of his apartment within five days after the apartment owner received knowledge thereof.

20. COMPLIANCE AND DEFAULT.

(a) Each apartment owner shall be governed by and shall comply with the terms of this Master Deed, Articles of Incorporation, By-Laws, and such regulations

11103 111234

6 and 17  
a bank,  
ral or .

Doc 1103 No. 234

the  
r through  
apply to  
banker,  
ther shall  
chaser,  
advertised  
ted by law,  
foreclosure

give notice  
nt, other

taching of  
-paragraph  
al sale.  
o the Regime  
ay affect  
ys after

shall be governed  
in Master Deed,  
such regulations

and amendments as may be adopted pursuant thereto.  
A default shall entitle the Regime or other apartment  
owners to the relief described in Sub-Paragraph (b) of  
this Paragraph in addition to the remedies provided  
by the Act.

(b) An apartment owner shall be liable  
for the expense of any maintenance, repair, or replace-  
ment rendered necessary by his act, neglect, or care-  
lessness or by that of any member of his family or his  
or their guests, employees, agents, or lessees, but  
only to the extent that such expense if not met by the  
proceeds of insurance carried by the Regime. Such  
liability shall include any increase in fire insurance  
rates occasioned by use, misuse, occupancy, or abandon-  
ment of an apartment or its appurtenances. In any  
proceeding arising because of an alleged default by  
an apartment owner, the prevailing party shall be  
entitled to recover the costs of the proceedings  
and such reasonable attorney's fees as may be awarded  
by the court.

(c) The failure of the Regime or any apart-  
ment owner to enforce any covenant, restriction, or other  
provision of the Act, this Master Deed, the Articles  
of Incorporation, the By-Laws, or regulations and  
amendments adopted pursuant thereto, shall not constitute  
a waiver of the right to do so thereafter.

21. AMENDMENTS. This Master Deed and the  
By-Laws, except as heretofore reserved to the Developer  
may be amended in the following manner:



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

(b) A resolution submitted to adopt any amendment may be proposed by either the Board of Administration or the Regime or by three (3) members of Council of Co-owners. Board members or Co-owners not present in person or by proxy at the meeting considering an amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either (1) not less than 75% of the entire membership of the Board of Administration and by not less than 75% of the votes of the entire membership of the Council of Co-owners; (2) not less than 80% of the votes of the entire membership of the Council of Co-owners.

(c) No amendment shall discriminate against any apartment owner or against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expense, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the amendment.

(d) A copy of each amendment shall be certified by the President and Secretary of the Regime as having been duly adopted and shall be effective when recorded in the R. M. C. Office for Charleston County, South Carolina.

REV 1103 REV 234

REV 1103 REV 234

of

replace-

es, but  
met by the  
Such  
insurance  
or abandon-  
In any  
ult by  
ll be  
ings  
e awarded

or any apart-  
ion, or other  
Articles  
s and  
titute

Deed and the  
Developer

(8) This Master Deed may be amended by the Developer without regard to the above prior to recording; after recording, Developer reserves the right to amend the Master Deed, upon advice of Counsel, as may be required by law, any title insurance company or banking institution, and to correct clerical errors, provided such amendment does not increase any owner's share of common expenses nor decrease any owner's share in the common elements.

22. TERMINATION. The Regime may be terminated in the following manner in addition to the manner provided by the Act:

(a) In the event it is determined under Paragraph 13(3) that the apartments in the Regime shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

(b) The Regime may be terminated at any time by the approval in writing of all of the owners of the Regime and by all record owners of liens thereon.

(c) After termination of the Regime, the apartment owners shall own the Regime property and all assets of the Regime as tenants in common in undivided shares, and their respective mortgages and liens shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments as set forth in Paragraph 6 hereof prior to the termination.

Int. 1103 Int. 234

Int. 1103 Int. 234

23. INITIAL BOARD OF ADMINISTRATION.

The names and addresses of the initial Board of Administration and officers of the Board who shall serve until the first annual meeting of the Council of Co-owners of the Regime next following the sale of at least ninety (90) per cent of the units, or until their successors are duly qualified and elected, appear as follows:

Walter B. Brown, President  
Winnsboro, South Carolina

William M. Geiger, Jr., Vice-President  
Columbia, South Carolina.

B. A. Jordan, Jr., Secretary-Treasurer  
Columbia, South Carolina.

24. SEVERABILITY. The invalidity in whole or in part of any portion or provision of this Master Deed, the Articles of Incorporation, By-Laws, or Amendments to any of the same, regulations, of the Regime shall not effect the validity of the remaining portions thereof.

1103 1-23A



IN WITNESS WHEREOF, the Developer has executed this Master Deed this day and year first above written.

100-103-100-100

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

*[Handwritten signatures]*

MOUNT PLEASANT INVESTMENTS (A PARTNERSHIP).

- BY: *[Signature]*  
W. A. Jordan, Jr.
- BY: *[Signature]*  
Walter B. Brown
- BY: *[Signature]*  
William M. Gelgot, Jr.
- BY: *[Signature]*  
Donald McIveen
- BY: *[Signature]*  
Robert O. Kennedy, Jr.
- BY: *[Signature]*  
H. Buford Goff
- BY: *[Signature]*  
Robert K. Brown
- BY: *[Signature]*  
Kenneth Fujishiro
- BY: *[Signature]*  
Frank R. Gelgot

ALL PARTNERS.

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON. )

100-1105 sub 234

PERSONALLY appeared before me, \_\_\_\_\_  
Fran J. Long, and made oath that s he saw  
the within named MOUNT PLEASANT INVESTMENTS (A PARTNERSHIP),  
by B. A. Jordan, Jr., Walter B. Brown, William N. Geigor, Jr.,  
H. Donald McElveen, Robert H. Kennedy, Jr., H. Buford Goff,  
Robert K. Brown, K. Kenneth Fujishiro, and Frank R. Geiger,  
all Partners, sign, seal, and as the act and deed of the  
Partnership, deliver the within written Master Deed, and  
that s he with Charles S. Way, Jr.,  
witnessed the execution thereof.

*[Signature]*

SWORN to before me this  
5th day of March, 1974.

*[Signature]* (SEAL)  
Notary Public for South Carolina.  
My Commission expires 12/11/80.





WORD DESCRIPTION OF HERITAGE VILLAGE

HORIZONTAL PROPERTY REGIME

EXHIBIT A

Heritage Village - Floor Plan Descriptions

Two Bedroom Unit

First Floor

1. Entry Hall (with power box).
2. Living Room - Dining Room Combination.
3. Kitchen (Closet with rod and shelf and washer/dryer connections), Double Sink with hose connection, self-clearing Range, purifying frame fan, dishwasher, disposal, refrigerator/freezer with ice maker.
4. Mechanical Closet (furnace and water heater under stairwell.)
5. Powder Room (lavatory and water closet).
6. Courtyard-Patio (Air Conditioning Condensor, trash can containers.

Second Floor

1. Upstairs Hall (linen closet).
2. Full bath (lavatory, water closet, tub/shower).
3. Master Bedroom (with two (2) closets, 2 rods and shelves).
4. Bedroom No. 2 (with two (2) closets, 2 rods and shelves).

Three (3) Bedroom Unit

First Floor

1. Entry Hall (Closet with rod and shelf).
2. Powder Room (lavatory and water closet).
3. Mechanical Closet (water heater, furnace, power box).
4. Living Room.
5. Dining Room.
6. Kitchen (same equipment as two (2) Bedroom).
7. Courtyard-Patio (Air conditioning condensor, trash can container).

100-1103-10234



Second Floor

NOV 103 PAGE 234

1. Upstairs Hall (with linen closet).
2. Full Bath (lavatory, water closet, tub/shower, closet).
3. Master Bedroom (walk-in double closet with rod and shelf).
4. Master Bedroom Powder Room (lavatory and water closet).
5. Bedroom No. 2 (Double closet with rod and shelf).
6. Bedroom No. 3 (Double closet with rod and shelf).

CURBING. - Curbing is of reinforced concrete and appears as designated in the aforesaid plans and specifications.

SEWER. - Provided by the Mount Pleasant Water Works and Sewer Commission and is serviced by 8" main lines to the Project and 6" individual lines to the individual apartment units. Sewer will be paid by Regime and assessed to apartment owners.

WATER. - Provided by Mount Pleasant Water Works and Sewer Commission and serviced by a 8" main line to the Project with individual 6" and 4" lines within the Project. The service will be paid by the Regime and assessed to the individual apartment owners.

ELECTRICITY. - To be provided by The South Carolina Electric & Gas Company with individual meters to each apartment paid by apartment owner. Electricity to Club House and other common facilities to be paid by Regime and assessed to the individual apartment owners.

GARBAGE COLLECTION - By the Town of Mount Pleasant included in Metropolitan taxes.

GUARD HOUSE. Is constructed of brick veneer and contains 56.5 sq. ft. and is located at the Southwestern entrance. Pump house is constructed of cedar siding and is located across the street from the aforesaid Guard House.

Page No. 3

POOL - Contains a maximum depth of eight (8') feet with dimensions of 18' x 28' x 48' and is constructed of reinforced concrete. Child's Pool constructed similarly and contains dimensions of 8' x 16'.

BOAT STORAGE AREA. Is constructed by asphalt surface and contains twenty-six (26) spaces of ten (10') feet each.

TWO (2) TENNIS COURTS. Constructed of a surface of Laykold upon a clean asphalt-concrete surface, each having dimensions of 60' x 120'.

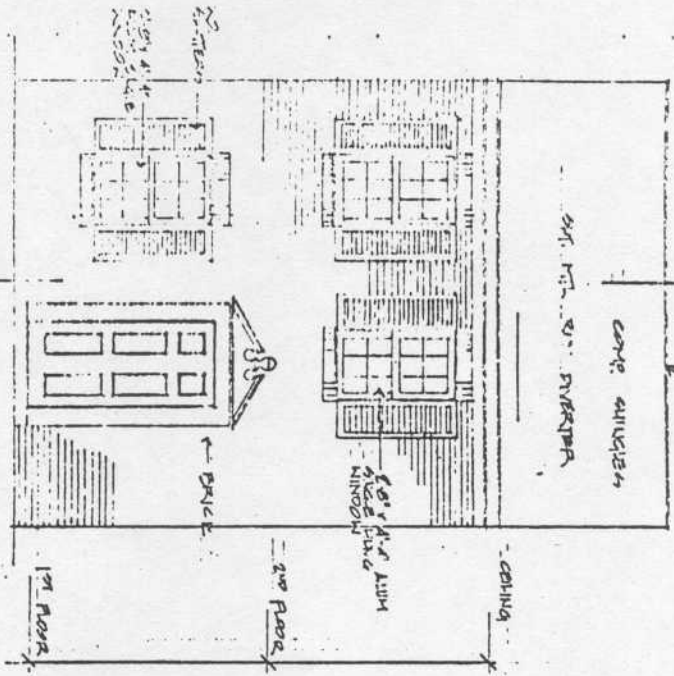
PARKING SPACES. The Project contains 315 parking spaces which is constructed out of asphalt.

CLUB HOUSE. The Club House is 2,141.33 sq. ft. and is constructed of brick veneer. The First Floor contains two (2) baths, an open sitting room, entrance, two (2) storage rooms, and an office for the Manager. The Second Floor contains an open Party Room. The Club House is constructed of comparable materials used in the construction of the apartments.

Lot 1103 Plat 234

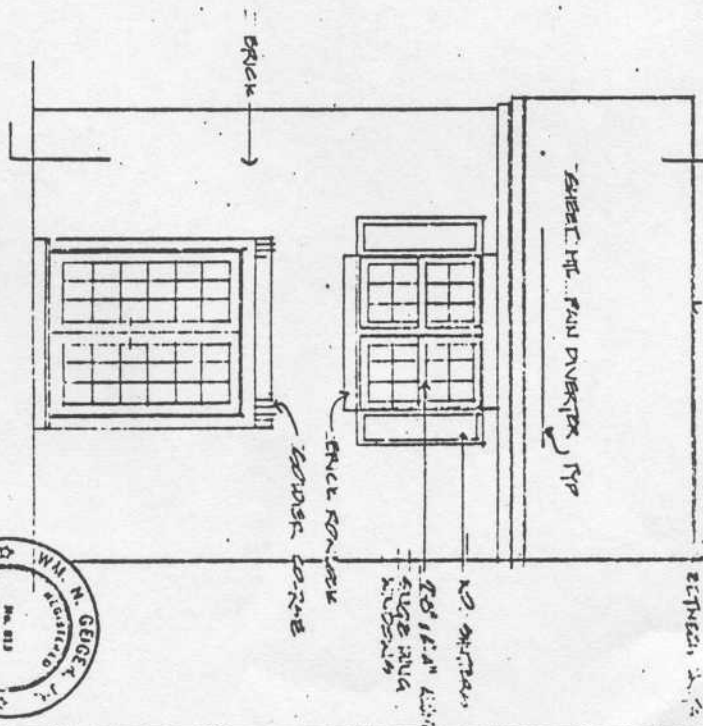
6

FRONT ELEVATION  
TWO BEDROOM UNIT



13 SPACE UNIT 2000 SIDE OF PARTY WALL  
CONCRETE ANCHORS  
SHT. MET. ST. DIVERTER  
NO. 1163 UNIT 234

REAR ELEVATION  
114-108



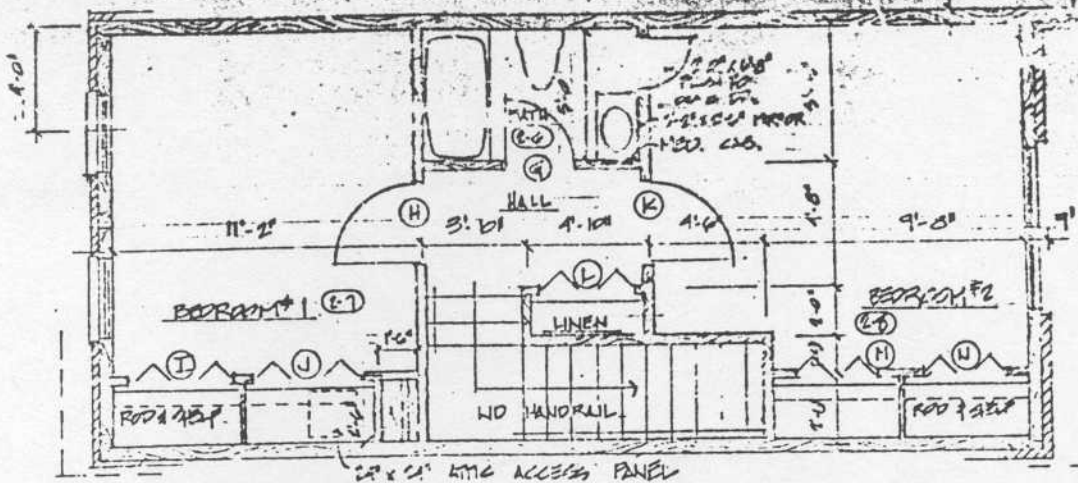
14 SPACE UNIT 2000 SIDE OF PARTY WALL  
CONCRETE ANCHORS  
SHT. MET. ST. DIVERTER  
NO. 1163 UNIT 234







105-234



SECOND FLOOR PLAN

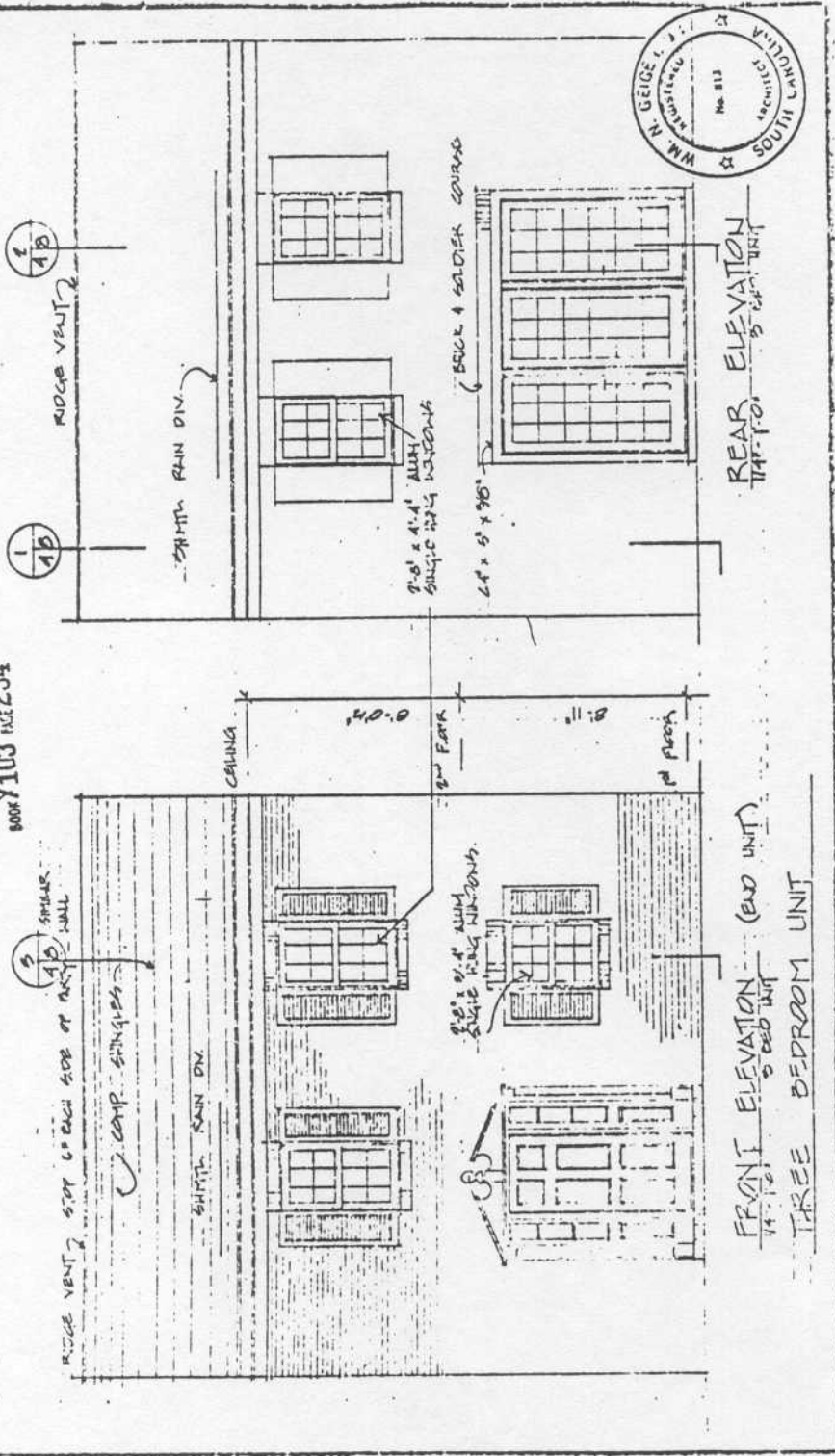
TWO BEDROOM UNIT





EXHIBIT B-4

BOOK Y103 PAGE 234



1  
1B

1  
1B

1  
1B

RIDGE VENT 2

SHUTTLE RAIN DIV.

CEILING

40'-0"

2nd FLOOR

11'-8"

1st FLOOR

2" x 4" ALUM.  
SLATS WITH INSULATION

BACK 4 GOLDEN COURSE

24" x 5" x 90"

REAR ELEVATION  
14'-10" x 5'-0" UNIT

FRONT ELEVATION  
14'-10" x 5'-0" UNIT

THREE BEDROOM UNIT





1000 X 103 INC 234

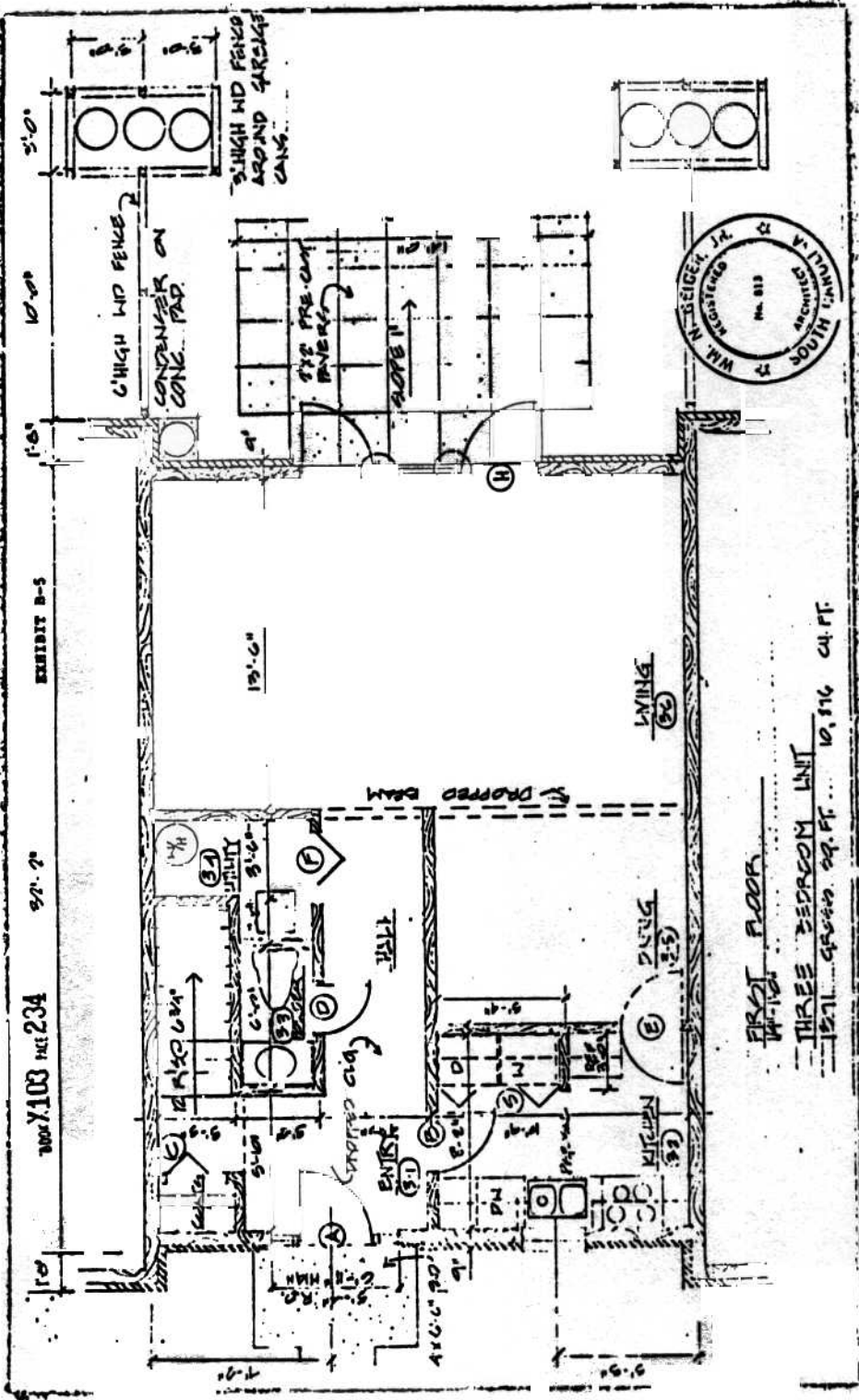
80' 2"

EXHIBIT B-5

1' 6"

10' 00"

5' 0"



FIRST FLOOR

THREE BEDROOM UNIT  
 1571 sq. ft. 10, 816 cu. ft.

6' HIGH WID FENCE  
 CONDENSER ON  
 CONC. PAD

3' HIGH WID FENCE  
 AROUND SHREVE  
 CANS

5' X 5' PRE-CAST  
 BEVERLY

11" DROPPED BEAM

LIVING (82)

DINING (83)

KITCHEN (84)

HALL

ENTRANCE (81)

UTILITY (85)

BATH (86)

CL. (87)

CL. (88)

CL. (89)

CL. (90)

CL. (91)

CL. (92)

CL. (93)

CL. (94)

CL. (95)

CL. (96)

CL. (97)

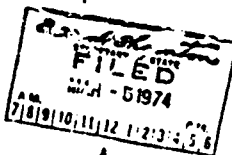
CL. (98)

CL. (99)

CL. (100)



STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON ) EXHIBIT C



DECLARATION AND PETITION FOR  
INCORPORATION.

The undersigned Declarants and Petitioners,

Walter B. Brown	Winnsboro, S. C.
William N. Geiger	Columbia, S. C.
B. A. Jordan, Jr.	Columbia, S. C.

BOOK X103 PAGE 234

being three (3) of the Officers or Agents appointed to supervise or manage the affairs of the Council of Co-owners, Heritage Village Horizontal Property Regime, an organization which has been duly and regularly organized for the purposes hereinafter to be set forth, do affirm and declare:

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

That the said organization holds, or desires to hold, property in common for a Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose, or any two or more of said purposes, and is not organized for the purpose of profit or gain to the members, otherwise than is above stated, or for the insurance of life, health, accident or property; and that three (3) days' notice in the News and Courier, a newspaper published in the County of Charleston, South Carolina, has been given that the aforesaid Declaration would be filed.

The said Declarants and Petitions further declare and affirm:

Date MAY - 5 1974

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE.

*O. Frank Stanton*  
SECRETARY OF STATE OF SOUTH CAROLINA