

1 **MASTER DEED ESTABLISHING**

2 **TALL SHIP**

3 **HORIZONTAL PROPERTY REGIME**

4  
5 WHEREAS, Lake Keowee Development Corporation, a South Carolina corporation, hereinafter referred to  
6 as 'Developer, having a principal place of business in Salem, South Carolina, is the owner in fee simple of certain  
7 real estate in Oconee County, State of South Carolina, being the property hereinafter described and hereinafter  
8 referred to as the "Parcel"; and  
9

10 WHEREAS, the Developer intends by this Master Deed to submit the property (as hereinafter defined) to  
11 the provisions of the Horizontal Property Act of South Carolina;  
12

13 NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Lake Keowee Development  
14 Corporation does hereby make and declare this Master Deed creating and establishing a plan for dwelling ownership  
15 for "Tall Ship Horizontal Property Regime, " being the property and improvements hereinafter described.  
16

17 **I**

18 **Establishment of Horizontal Property Regime**

19 Lake Keowee Development Corporation, a South Carolina corporation, is the owner in fee simple of...

20  
21 ALL that certain piece, tract or parcel of land lying and being situate in the State of South Carolina, County  
22 of Oconee, Keowee Key, being more particularly described by a Plat of Michael L. Henderson, RLS, 6946, dated  
23 April 22, 1985, and recorded in Plat book P-51 at page 203, records of Oconee County, South Carolina, and being  
24 more particularly described as follows:  
25

26 *(see property description in Oconee Courthouse records)*  
27

28 and upon which property there is constructed Tall Ship Horizontal Property Regime, an apartment housing project  
29 containing private dwelling units and other appurtenant improvements. Lake Keowee Development Corporation  
30 does hereby submit the above described property and improvements to a horizontal property regime and hereby  
31 declares the same to be a horizontal property regime under the provisions of the Horizontal Property Act of South  
32 Carolina.  
33

34 **Survey and Description of Improvements**

35 Referred to herein and expressly made a part hereof as Exhibit "A" consisting of 7 pages, is a certificate and  
36 survey of the land and graphic description and plot plans of the improvements constituting "Tall Ship Horizontal  
37 Property Regime" identifying the units and General Common Elements as said terms are hereinafter defined, and  
38 their respective locations and approximate dimensions. Each unit is identified by specific numerical designation on  
39 said Exhibit "A," and no unit bears the same designation as any other unit. Said Exhibit "A" is recorded in Plan  
40 Book P-51, page 69  
41  
42

43 **III**

44 **Definitions**

45 For all purposes of this Master Deed the following terms shall have the meanings set forth below.  
46

- 47  
48 (a) "Apartment" means a part of the property intended for any type of independent use including one or more  
49 rooms or enclosed spaces located on one or more floors (or parts thereof) in a building, and with a direct

1 exit to a street or highway, or to a common area leading to such street or highway;  
2

3 (b) "Association" means Tall Ship Association, Inc., a South Carolina nonprofit corporation;  
4

5 (c) "Building" means a structure or structures, containing in the aggregate two or more apartments, comprising  
6 a part of the property;  
7

8 (d) "Common Wall" means any wall which is built as a part of the original construction of a Unit and which  
9 serves to separate two Units.

10  
11 (e) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any  
12 combination thereof, who owns an apartment within the building;  
13

14 (f) "Council of co-owners" means all the co-owners as defined in subsection (e) of this section; but a majority,  
15 as defined in subsection (h) of this section, shall, except as otherwise provided in this Deed, constitute a  
16 quorum for the adoption of decisions;  
17

18 (g) "General Common Elements" means and includes:  
19

20 1) The land on which the buildings stand;  
21

22 2) Those portions of each building not included in the definition of "Unit" as set forth in  
23 paragraph (o) of this article including, without limitation, the foundations, exterior walls, Common  
24 Walls, most floors, roofs, sewage disposal pipes or lines, to the extent they lie outside of the  
25 defined area of a Unit, and outside stairways, ramps and entrance bridges, to the extent they lead  
26 to or are used by more than one Unit.  
27

28 3) The yards, gardens and surrounding land, except as otherwise provided or stipulated;  
29

30 4) All other elements of the property rationally of common use or necessary to its existence, upkeep  
31 and safety;  
32

33 5) Parking areas and outside walkways.  
34

35 (h) "Majority of co-owners" means fifty-one percent or more of the basic value of the property as a whole. The  
36 basic value shall be computed by taking as a basis the value of an individual apartment in relation to the value  
37 of all the apartments from time to time constituting Tall Ship Horizontal Property Regime. The basic value shall  
38 be as set forth in Exhibit D to this instrument and shall not be altered, except in accordance with the provisions  
39 of Article IV hereof, without the acquiescence of the co-owners representing all the apartments of the property.  
40

41 (i) "Manager" means an individual, corporation or other entity retained by the Association to manage its affairs or  
42 to otherwise administer the Property.  
43

44 (j) "Master Deed" means the deed establishing and recording the property of the horizontal property regime;  
45

46 (k) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any  
47 combination thereof;  
48

49 (l) "Property" means and includes the land, buildings, all improvements and structures thereon, and all easements,  
50 rights and appurtenances belonging thereto;  
51

52 (m) "Developer" means Lake Keowee Development Corporation;  
53

54 (n) "To record" means to record in accordance with the provisions of Section 30-5-30 through 30-5-200 and  
55 9-1-1510 et seq. of the South Carolina Code of Laws (1976), or other applicable recording statutes.  
56

57 (o) "Unit" shall mean "Apartment" and shall also mean and comprise each separate alphabetically and numerically

1 identified Apartment which is designated in Exhibit "A" of this Master Deed, including all spaces and  
2 improvements lying inside the undecorated and/or unfinished surface of any Common Wall, exterior wall, floor  
3 and ceiling, together with, without limitation:

- 4
- 5 i. any fireplaces (together with flues and chimneys built or used on connection therewith) air-  
6 conditioning units, heating units and hot-water tanks serving the Unit, whether the same are  
7 situated within such Unit or not, together with, to the extent necessary, easements therefore and for  
8 access thereto;
  - 9 ii. decks, porches, balconies and railings affixed to or used in connection with the Unit;
  - 10 iii. all water pipes, vents, ducts, wires, conduits and other facilities running through a Common Wall,  
11 above a ceiling or below a floor and leading to and exclusively serving the Unit, together with, to  
12 the extent necessary, easements therefor and for access thereto;
  - 13 iv. such stairways as are designed to be exclusively used only by the Unit; and
  - 14 v. with respect to only those Units shown on Exhibit "A" as including a basement level, all spaces  
15 lying inside the undecorated and/or unfinished surface of any wall, floor and ceiling of such  
16 basement area.
- 17

18 The legal description of each Unit shall consist of the identifying letter and number of such Unit as shown in Exhibit  
19 "A" followed by the words: "in Tall Ship Horizontal Property Regime".

20 (p) "Regime" means Tall Ship Horizontal Property Regime, as hereby created.

21

## 22 IV

### 23 Phased Development

24 It is the intention of the Developer to develop the Regime in seven phases, the first phase of which includes  
25 the property and units described in the aforesaid Exhibit "A." A description of the property to be developed in each  
26 phase, the number of units to be constructed thereon, the General Common Elements to be contained therein and the  
27 dates by which the Developer must elect whether or not to proceed with the development of each phase are shown  
28 on the schedule attached hereto as Exhibit B and by reference incorporated herein.

29 On or before the respective dates shown in the aforesaid Exhibit B, the Developer may, but shall not be  
30 required to, elect to proceed with development of a succeeding phase of the Regime. Such election shall be signified  
31 by the filing of an amendment to this Master Deed, such amendment to specifically include an amended Exhibit A,  
32 showing a survey of the land in the phase or phases to be included in the Master Deed, together with the land  
33 theretofore included in the Master Deed, and a graphic description and plot plans of all improvements then  
34 constituting Tall Ship Horizontal Property Regime, including those improvements included in the phase being then  
35 annexed thereto, and an amended Exhibit D, showing the percentage of undivided interest in the General Common  
36 Elements allocated to each Unit. Notwithstanding any provision of this Master Deed to the contrary, the  
37 amendments to be filed by the Developer pursuant to the operation of this Article IV shall be accomplished by the  
38 Developer's sole and unilateral action, and shall not require a meeting of or joinder by any Co-owners. Exhibit C,  
39 attached hereto and by reference incorporated herein and made a part hereof as though fully set forth herein, sets  
40 forth the percentages of undivided interest in the General  
41

42 Common Elements allocated to each Unit in this, the first phase of the Regime, as they would appear at  
43 each phase of the development if the Developer elected to proceed therewith. Upon electing to proceed with the  
44 development of a subsequent phase of the Regime, the Developer may construct either more or less Units than  
45 shown on the aforesaid Exhibit B, so long as, as a result thereof, no percentages of undivided interest set forth in the  
46 aforesaid Exhibit C increase to a greater percentage than set forth in Exhibit D.

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**V**

**Ownership of Units**  
**and Appurtenant Interest in**  
**General Common Elements**

Each Unit shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the co-owner of the Unit shall own, as an appurtenance to the ownership of each Unit, an undivided interest in the General Common Elements, being that percentage allocated to the respective Unit as set forth in the schedule attached hereto as Exhibit D and by reference incorporated herein and made a part hereof as though fully set forth herein. The percentage of undivided interest in the General Common Elements allocated to the respective as set forth in the schedule attached thereto as Exhibit D and be reference incorporated herein and made a part hereof as though fully set forth herein. The percentage of undivided interest in the General Common Elements allocated to each unit shall not be changed, except in accordance with the provisions of Article IV hereof, without the unanimous consent of all the co-owners of all the Units and all record owners of mortgages thereon.

**VI**

**Restrictions Against Further**  
**Subdividing of Units**  
**and Separate Conveyance of Appurtenant**  
**General Common Elements**

No Unit may be divided or subdivided into a smaller Unit or Units than as shown on Exhibit "A" hereto. The undivided interest in the General Common Elements is declared to be an appurtenance to each Unit and shall not be conveyed, devised, encumbered or otherwise dealt with separately from said Unit even though such undivided interest may not be expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such Unit. Any conveyance, mortgage or other instrument which purports to effect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon a Unit, shall be null, void and of no effect insofar as the same purports to affect any interest in a Unit and its appurtenant undivided interest in General Common Elements unless the same purports to convey, devise, encumber or otherwise trade or deal with, the entire Unit. Any instrument conveying, devising, encumbering or otherwise dealing with any Unit, which describes said Unit by the numerical designation assigned thereto in Exhibit "A" without limitation or exception, shall be deemed and construed to affect the entire Unit and its appurtenant undivided interest in the General Common Elements. Nothing herein contained shall be construed as limiting or preventing ownership of any Unit and its appurtenant undivided interest in the General Common Elements by more than one person or entity as tenants in common.

**VII**

**Units Subject to Restrictions**

The Units and General common Elements shall be and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants described and established herein, governing the use of said Units and General Common Elements and setting forth the obligations and responsibilities incident to ownership of each Unit and its appurtenant undivided interest in the General Common Elements.

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**VIII**

**Easements**

A. There is excepted from this Master Deed, and from any conveyances made hereafter with respect to any Unit, the following easements:

1. Utility easements running coincident with and five feet on either side of all sewer, water, power and telephone lines now or hereafter installed on the property or as shown on Exhibit "A" to this Master Deed, together with easements surrounding, at a radius of five feet in all directions, any accessories or apparatus from time to time installed in connection therewith.
2. A non-exclusive easement reserved in favor of Developer, its successors, assigns, agents, licensees and guests, over such portions of the Property as may from time to time be required in order to extend sewer, water, power and telephone service and roads, parking areas and walkways to additional phases of the Regime or to other property from time to time owned by Developer; provided, however, that upon use of such easement as aforesaid, the property shall be restored as near as reasonably possible to its original condition.
3. A non-exclusive access easement in favor of Developer, its agents, successors and assigns over the General ..... [sentence missing in original Master Deed] ..... it exists at any particular time and as said Unit may lawfully be altered or reconstructed from time to time.

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**IX**

**Restraint Upon Separation and Partition of**

**General Common Elements**

Recognizing that the proper use of a Unit by any co-owner or co-owners is dependent upon the use and enjoyment of the General Common Elements in common with the co-owners of all other Units, and that it is in the interest of all co-owners of Units that the ownership of the General Common Elements be retained in common by the co-owners of Units in the property, it is declared that the percentage of the undivided interest in the General Common Elements appurtenant to each Unit shall remain undivided and no co-owner of any Unit shall bring or have any right to bring any action for partition or division.

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**Administration**

Prior to the date of recording of the within instrument, there has been formed "Tall Ship Association, Inc.," a South Carolina nonprofit corporation which shall be the governing body for all of the Unit co-owners with respect to the administration, maintenance, repair and replacement of the property as provided by the Horizontal Property Act, this Deed and the By-Laws. The Board of Directors of the Association shall be the form of administration of the Association and of the Property. Whenever this Deed shall call for approval, permission or requirement of the Association, it shall mean the Board of Directors of the Association. A copy of the By-Laws of the Association is attached hereto and made a part hereof as Exhibit E and by reference incorporated herein as if fully set forth herein.

The Administration of the Property, and the powers and duties coincident thereto, may be delegated by the Association to the Manager, which Manager shall be retained by the Association upon such terms and conditions and for such compensation as it may from time to time determine.

Each Unit co-owner shall automatically become and be a member of the Association so long as he continues as a Unit co-owner. Upon the termination of the interest of a co-owner, his membership, together with his stock ownership in the Association, shall thereupon automatically terminate and transfer and inure to the new Unit co-owner succeeding him in interest.

1  
2 The aggregate number of shares of stock in the Association shall be one hundred (100) which shall be  
3 divided, as will the votes relating thereto, among the members in the same ratio as their respective percentages of  
4 co-ownership interest in the General Common Elements as set forth from time to time in Exhibit D. It shall not be  
5 necessary to issue certificates of stock as evidence of membership.  
6

7 **XI**

8 **Residential Use Restrictions**

9 **Applicable to Units**

10 Each Unit is hereby restricted to residential use by the co-owner or co-owners thereof, their immediate  
11 families, guests, leasees and invitees.  
12

13  
14 In order to provide for a congenial occupation of the property and to provide for the protection of the value  
15 of the Units, the use of the property shall be restricted to and be in accordance with the following provisions:  
16

- 17 (a) Each Unit shall be used for single family residential only.  
18  
19 (b) The General Common Elements shall be used for the furnishing of services and facilities for which they are  
20 reasonably intended, for the enjoyment of the Unit co-owners, and subject to such regulation by rules and By-  
21 Laws as may, in the opinion of the Association, achieve the maximum beneficial use thereof.  
22  
23 (c) No Unit shall be used for any other purpose than as a private dwelling for the co-owner and his immediate  
24 family or by a person and person's immediate family to whom the co-owner shall have leased his Unit.  
25  
26 (d) No nuisance shall be allowed upon the Units or General Common Elements nor shall any practice be allowed  
27 which is a source of annoyance to residents, or which will interfere with the peaceful possession and proper use  
28 of the Unit or General Common Elements by its residents.  
29  
30 (e) No Unit co-owner shall permit or suffer anything to be done or kept in his apartment which will increase the  
31 rate of insurance on the Unit.  
32  
33 (f) No immoral, improper, offensive, or unlawful use shall be made of the General Common Elements or of any  
34 Unit or any part thereof.  
35  
36 (g) No "for sale" or "for rent" signs or other signs shall be displayed by any individual Unit co-owner on his or any  
37 part of the General Common Elements. (2/92)  
38  
39 (h) Any Unit co-owner may own, keep or maintain common household pets if so provided by the rules from time to  
40 time established by the Board of Directors of the Association. Pets of any kind are not permitted on any public  
41 portion of the buildings or grounds or General Common Elements, unless properly attended, and where  
42 appropriate, either carried or on leash at all times.  
43  
44 (i) The walkways, entrances and parking areas must not be obstructed or encumbered or used for any other purpose  
45 than ingress and egress to and from the premises.  
46  
47 (j) No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit co-  
48 owner on any part of the outside or inside of the premises or building without the prior written consent of the  
49 Association. (2/92)  
50  
51 (k) No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades, or  
52 screens shall be attached to or used in connection with any exterior window or exterior door of the premises,  
53 without the prior written consent of the Association.  
54

- 1 (l) No owner shall have any window glaze or treatment, shaded and/or reflected, on any window without prior  
2 written consent of the association; nor shall any owner have any curtains, draperies, and/or window treatment  
3 which is outlined in white or a neutral color without prior written consent of the; association.  
4  
5 (m) No unit co-owner shall allow anything whatever to fall from the windows or doors of the premises, nor shall he  
6 sweep or throw from the premises any dirt or other substance onto any of the sidewalks, parking area or upon  
7 the grounds.  
8  
9 (n) No garbage cans, except as approved by the Board of Directors of the Association, supplies, or other articles  
10 shall be placed in the entrance to the Units, nor shall anything be hung from the windows, or balconies, or be  
11 placed upon the windowsills. Neither shall any linens, cloths, clothing, curtains, rugs, or mops by shaken or  
12 hung from any of the windows or doors. (2/92)  
13  
14 (o) Regulations concerning use of the General Common Elements may be promulgated by the Association. Copies  
15 of all additional regulations shall be furnished to all Unit owners.  
16

## 17 XII

### 18 Use of General Common Elements

#### 19 Subject to Rules of Association

20  
21 The use of General Common Elements by the co-owner or co-owners of all Units, and all other parties  
22 authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed  
23 and established by the Board of Directors, or which may be hereafter prescribed and established by the Association.  
24

## 25 XIII

### 26 Alterations or Additions

#### 27 to General Common Elements

28  
29 There shall be no alterations or additions to the General Common Element, except as authorized by the  
30 Board of Directors and approved by no less than a majority of the Unit co-owners provided the aforesaid alterations  
31 or additions do not prejudice the rights of any Unit co-owner, unless his consent has been obtained. The cost of the  
32 foregoing shall be assessed as common expenses. Where any alteration or additions to the General Common  
33 Elements are exclusively or substantially exclusively for the benefit of the Unit co-owner(s) requesting same, then  
34 the cost of such alterations or additions shall be assessed against and collected solely from the Unit co-owner(s)  
35 exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be  
36 determined as fair and equitable by the Board of Directors of the Association.  
37

## 38 XIV

### 39 Maintenance and Repair of Each Unit

40  
41 Each Unit do-owner agrees as follows:

- 42  
43 a) To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his  
44 Unit (such as the surfaces of the walls, ceilings and floors), whether or not part of the unit or General  
45 Common Elements, and the entire interior of his Unit and to maintain and repair the fixtures and  
46 equipment therein, which include but are not limited to, air-conditioning and heating units, including  
47 any air-conditioning co denser unit which is outside the Unit, refrigerators, stove, fans, hot-water  
48 heaters, dishwashers, and other appliances, drains, plumbing fixtures and connections, sinks, all  
49 plumbing and water lines within the Unit-, electric panels and wiring, electric outlets and fixtures

1 within the Unit, and any repairs on interior doors, windows, screening and glass, and to pay for such  
2 utilities as are separately metered to the Unit. Where a Unit is carpeted, the cost of replacing carpeting  
3 shall be borne by the co-owner of said Unit.  
4

- 5 b) Not to make or cause to be made any structural addition or alteration to his Unit or to the General  
6 Common Elements without prior consent of the Board of Directors.  
7  
8 c) To make no alteration, decoration, repair, replacement or change of the General Common Elements, or  
9 to any outside or exterior portion of the building.  
10  
11 d) To permit the Board of Directors, or the agents or employees of the Association, to enter into any Unit  
12 for the purpose of maintenance, inspection repair, replacement of the improvements within the Units,  
13 the General Common Elements, or to determine, in case of emergency, the circumstances threatening  
14 units or the General Common Elements or to determine compliance with the provisions of this Master  
15 Deed and the By-Laws of the Association.  
16  
17 e) To show no signs, advertisements or notices of any type on the General Common Elements or his Unit,  
18 and to erect no exterior antenna or aerials, except as consented to by the Board of Directors. (2/92)  
19

## 20 XV

### 21 Failure to Maintain Unit

22  
23 In the event the co-owner of a Unit fails to maintain said Unit as required in this Master Deed, or shall  
24 make any structural addition or alteration without the required written consent, or otherwise violates or threatens to  
25 violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to  
26 seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association, through its  
27 Board of Directors, shall have the right to levy an assessment against the co-owner of the Unit, and the Unit, for  
28 such necessary sums to remove any unauthorized structural addition or alteration, and/or to restore the property to  
29 good condition and repair.  
30

## 31 XVI

### 32 Maintenance and Repair of General

### 33 Common Elements by Association

34  
35 Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the  
36 General Common Elements including those portions thereof which contribute to the support of the buildings. Should  
37 any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by the  
38 Association in the maintenance, repair and replacement of any General Common Elements, the said Association  
39 shall, at its expense, repair such incidental damage.  
40

## 41 XVII

### 42 Personal Liability and Risk of Loss

### 43 of Co-owner and

### 44 Separate Insurance Coverage, etc.

45  
46 The co-owner of each Unit may, at his own expense, obtain insurance coverage for loss of or damage to  
47 any furniture, furnishings, personal effects and other personal property belonging to such co-owner, and may, at his  
48 own expense and option, obtain insurance coverage against personal liability for injury to the person or property of



1 another while within such co-owner's Unit or upon the General Common Elements. All such insurance obtained by  
2 the co-owner of each Unit shall, wherever such provisions shall be available, provide that the insurer waives its right  
3 of subrogation as to any claims against other co-owners of Units, the Association, and the respective servants, agents  
4 and guests of said other co-owners and the Association. Risk of loss of or damage to any furniture, furnishings,  
5 personal effects and other personal property other than such furniture, furnishings and personal property constituting  
6 a portion of the General Common Elements belonging to or carried on the person of the co-owner of each Unit, or  
7 which may be stored in any Unit, or in, to or upon General Common Elements, shall be borne by the co-owner of  
8 each such Unit. All furniture, furnishings and personal property constituting a portion of the General Common  
9 Elements and held for the joint use and benefit of all co-owners of all Units shall be covered by such insurance as  
10 shall be maintained in force and effect by the Association as hereinafter provided. The co-owner of a Unit shall have  
11 no personal liability for any damages caused by the Association or in connection with the use of the General  
12 Common Elements. The co-owner of a Unit shall be liable for injuries or damages resulting from an accident in his  
13 own Unit to the same extent and degree that the owner of a house or home would be liable for an accident occurring  
14 within the house or home.  
15

## 16 XVIII

### 17 Insurance Provisions

#### 18 19 **A. LIABILITY INSURANCE:**

- 20  
21 1. The Board of Directors of the Association shall obtain Public Liability and Property Damage Insurance  
22 covering all of the General Common Elements, and insuring the Association and the co-owners, as its and their  
23 interests appear, in such amounts as the Board of Directors of the Association may determine from time to time,  
24 provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. All liability insurance  
25 shall contain cross-liability endorsements to cover liabilities of the Unit co-owners as a group to a Unit co-  
26 owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common  
27 expense.  
28

#### 29 **B. CASUALTY INSURANCE:**

- 30  
31 1. Purchase of Insurance: The Association shall obtain Fire and Standard Extended Coverage Insurance and  
32 Vandalism and Malicious Mischief Insurance, insuring all, of the insurable improvements within the property,  
33 including personal property owned by the Association, in and for the interest of the Association, all Unit co-  
34 owners and their mortgagees, as their interests may appear, in a company acceptable to the Board of Directors  
35 of the Association, in an amount equal to the maximum insurable replacement value, as determined from time  
36 to time by or for the Board of Directors of the Association. The premiums for such coverage and other expenses  
37 in connection with said insurance shall be paid by the Association and charged as a common expense. The  
38 company or companies, with whom the Association shall place its insurance coverage, as provided in this  
39 Master Deed, must be good and responsible companies authorized to do business in the State of South Carolina.  
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41 2. Loss Payable Provision - Insurance Trustee: All policies purchased by the Association shall be for the benefit  
42 of the Association, all Unit co-owners, and their mortgagees, as their interests may appear. Such policies shall  
43 'be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies  
44 and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that' all  
45 insurance proceeds payable on account of loss or damage shall be payable to the Manager or to a bank that  
46 holds trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein  
47 referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums  
48 nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for  
49 the form or content of the policies.  
50  
51 3. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust  
52 for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit co-owners and their  
53 respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the  
54 Insurance Trustee:  
55

1 (a) General Common Elements: Proceeds on account of damage to General Common Elements—an  
2 undivided share for each Unit co-owner, such share being the same as the undivided share in the General  
3 Common Elements appurtenant to his Unit.

4  
5 (b) Units: Proceeds on account of Units shall be in the following undivided shares:

6  
7 1) Partial Destruction - when Units are to be repaired or restored for the co-owners of the damaged  
8 Units in proportion to the cost of repairing the damage suffered by each Unit co-owner.

9  
10 2) Total destruction of property improvements, or where "very substantial" damage occurs and the  
11 property improvements are not to be restored, as provided hereinafter in this Article for the co-  
12 owners of all Units, each co-owner's share being in proportion to his share in the General  
13 Common Elements appurtenant to his Unit.

14  
15 (c) Mortgagees: In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit  
16 co-owner shall be held in trust for the mortgagee and the Unit co-owner, as their interests may appear;  
17 provided, however, that no mortgagee shall have any right to determine or participate in the  
18 determination as to whether or not any damaged property shall be reconstructed or repaired.

19  
20 3. Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed  
21 to or for the benefit of the beneficial co-owners and expended or disbursed after first paying or making  
22 provisions for the payment of the expenses of the Insurance Trustee in the following manner:

23  
24 (a) Reconstruction or Repair: If it is determined in the manner elsewhere provided that the damage for which  
25 the proceeds are paid shall be repaired and restored, the remaining proceeds shall be paid to defray the cost  
26 thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to  
27 the beneficial co-owners, all remittances to Unit co-owners and their mortgagees being payable jointly to  
28 them

29  
30 (b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for  
31 which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the  
32 beneficial co-owners; remittances to Unit co-owners and their mortgagees being payable jointly to them. In  
33 the event of the loss or damage to any personal property belonging to the Association, and should the Board  
34 of Directors of the Association determine not to replace such personal property as may be lost or damaged,  
35 the proceeds shall be disbursed to the beneficial co-owners as surplus, in the manner elsewhere stated  
36 herein.

37  
38 (c) Certificate: In making distribution to Unit co-owners and their mortgagees, the Insurance Trustee may rely  
39 upon a certificate of the Association as to the names of the Unit co-owners and their respective shares of  
40 the distribution, approved in writing by an attorney authorized to practice law in the State of South Carolina  
41 or a title insurance company authorized to do business in the State of South Carolina. Upon request of the  
42 Insurance Trustee, the Association, forthwith, shall deliver such certificate.

43  
44 4. Loss Within a Single Unit: If loss shall occur within a single Unit or Units, without damage to the General  
45 Common Elements, then in such event, the insurance proceeds shall be distributed to the beneficial Unit co-  
46 owner(s) remittances to Unit co-owners and their mortgagees being payable jointly to them.

47  
48 5. Loss Less Than "Very Substantial." Where a loss or damage occurs to any Unit or Units and the General  
49 Common Elements, or to the General Common Elements, but said loss is less than "very substantial" (as  
50 hereinafter defined), it shall be obligatory upon the Association and the Unit owners to repair, restore and  
51 rebuild the damage caused by the loss. Where such loss or damage is less than "very substantial."

52  
53 (a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost  
54 of repairing and restoration.

55  
56 (b) If the damage or loss is limited to the General Common Elements, with no, or minimum damage or loss to  
57 any individual Unit(s), and if such damage or loss to the General Common Elements is less than Three

1 Thousand (\$3,000) Dollars, based on values as of the time of execution of this instrument, the insurance  
2 proceeds shall be endorsed by the Insurance Trustee over to the Association and the Association shall  
3 promptly contract for the repair and restoration of the damage.  
4

5 (c) If the damage or loss involves individual Units encumbered by institutional first mortgages, as well as the  
6 General Common Elements, or if the damage is limited to the General Common Elements, but is in excess  
7 of Three Thousand (\$3,000) Dollars, the insurance proceeds shall be disbursed by the Insurance Trustee for  
8 the repair and restoration of the property, upon the written direction and approval of the Association, and  
9 provided, however, that upon the request of an institutional first mortgagee, the written approval shall also  
10 be required of the institutional first mortgagee owning and holding the first recorded mortgage  
11 encumbering a Unit. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to  
12 give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of  
13 the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written  
14 approval is required, as to the payee and the amount to be paid from the proceeds. All payees shall deliver  
15 paid bills and waivers of mechanics liens to the Insurance Trustee, and shall include any affidavit required  
16 by law or by the Association, the aforesaid institutional first mortgagee and Insurance Trustee, and deliver  
17 same to the Insurance Trustee, and the foregoing shall be in such form as any of the aforesaid parties may  
18 require.  
19

20 (d) Subject to the foregoing, the Board of Directors of the Association shall have the right and obligation to  
21 negotiate and contract for the repair and restoration of the premises.  
22

23 (e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or  
24 for the actual cost thereof if the work has actually been done), the Association shall promptly, upon  
25 determination of the deficiency, levy a special assessment against all Unit co-owners in proportion to the  
26 unit co-owner's share in the General Common Elements, for that portion of the deficiency as is attributable  
27 to the cost of restoration of the General Common Elements, and against the individual Unit co-owners for  
28 that portion of the deficiency as is attributable to his individual Unit, provided, however, that if the Board  
29 of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency  
30 attributable to specific individual damaged Unit(s), then the Board of Directors shall levy the assessment  
31 for the total deficiency against all of the Unit co-owners in proportion to the Unit co-owner's shares in the  
32 General Common Elements just as though all of said damage occurred to the General Common Elements.  
33 The special assessment funds shall be delivered to the Insurance Trustee by the Association, and added by  
34 the Trustee to the proceeds available for the repair and restoration of the property.  
35

36 6. "Very Substantial" Damages: As used in this Master Deed or any other context dealing with this property, the  
37 term "very substantial" damage shall mean loss or damage whereby two-thirds (2/3) or more of the total Unit  
38 space in the property is rendered untenable. Should such "very substantial" damage occur, then:  
39

40 (a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost  
41 of repair and restoration thereof.  
42

43 (b) Thereupon, a meeting of the Unit co-owners of this Property shall be called by the Board of Directors of  
44 the Association to be held not later than sixty (60) days after the casualty, to determine the wishes of the  
45 Unit co-owners of this Property with reference to the abandonment of the Property, subject to the  
46 following:  
47

48 1) If the net insurance proceeds available for restoration and repair are sufficient to cover the cost thereof,  
49 so that no special assessment is required, then the property shall be restored and repaired, unless  
50 three-fourths (3/4) of the Unit co-owners of this Property shall vote to abandon the Property, in which  
51 case the Property shall be removed from the provisions of the law by the recording in the office of the  
52 Clerk of Court for Oconee County, South Carolina, an instrument terminating this Regime, which said  
53 instrument shall further set forth the facts effecting the termination, certified by the Association and  
54 executed upon the recording of said instrument, and the Unit co-owners shall, thereupon, become  
55 owners as tenants in common in the Property; i.e., the real, personal, tangible and intangible personal  
56 property, and any remaining structures of the Property, and their undivided interest in the Property  
57 shall be the same as their undivided interest in the General Common Elements prior to its termination,

1 and the mortgages and liens upon Units shall become mortgages and liens upon the undivided interest  
2 of such tenants in common, with the same priority as existed prior to the termination of the Property.  
3

- 4 2) If the net insurance proceeds available for restoration and repair are not sufficient to cover the cost  
5 thereof, so that a special assessment will be required, and if a majority of the Unit co-owners vote  
6 against such special assessment and to abandon the project, then it shall be so abandoned and the  
7 property removed from the provisions of the law, and the Regime terminated, as set forth in Paragraph  
8 6 (b) (1) above, and the unit co-owners shall be tenants in common in the Property in such undivided  
9 interest as is provided in said Paragraph 6 (b) (1) above. In the event a majority of the Unit co-owners  
10 vote in favor of the special assessments, the Association shall immediately levy such special  
11 assessment and, thereupon, the Association shall proceed to negotiate and contract for such repairs and  
12 restoration, subject to the provisions of Paragraph 5 (c) and (d) above. The special assessment funds  
13 shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the  
14 proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the  
15 Insurance Trustee for the repair and restoration of the property as provided in Paragraph 5 (c) above.  
16

17 (c) that such a finding made by the Board of Directors shall be binding upon all Unit co-owners.  
18

- 19 7. Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall  
20 be from the insurance proceeds, and if there is a balance in the funds held by the Insurance Trustee after the  
21 payment of all costs of the repair and restoration, such balance shall be distributed to the co-owners who are  
22 beneficial owners of the funds.  
23
- 24 8. Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not  
25 the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association  
26 shall forthwith deliver such certificate.  
27
- 28 9. Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and  
29 specifications for the original building, or as the building was last constructed, or according to the plans and  
30 specifications approved by the Board of Directors; which approval shall not be unreasonably withheld. If any  
31 material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be  
32 required.  
33
- 34 10. Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each  
35 Unit co-owner for the purpose of compromising and settling claims arising under insurance policies purchased  
36 by the Association, and to execute and deliver releases therefor upon the payment of claims.  
37

### 38 C. WORKMEN'S COMPENSATION POLICY:

39 The Association shall obtain workmen's compensation insurance as may be necessary to meet the  
40 requirements of the laws of the State of South Carolina.  
41  
42

### 43 D. OTHER INSURANCE

44 The Board of Directors of the Association shall obtain from time to time such other insurance as is found to  
45 be desirable.  
46  
47

## 48 XIX

### 49 Sale by a Unit Owner--First Option 50 to Association

51 If any Unit co-owner shall desire at any time to sell his Unit, he shall first give the Association at least  
52 thirty (30) days prior written notice of the proposed sale, which notice shall state the terms of the proposed sale. The  
53 Association shall have the right of first option with respect to any sale by any Unit co-owner as provided herein.  
54

1 During the period of thirty (30) days following the receipt by the Association of such written notice, the Association  
2 shall have the first right at its option to purchase such Unit upon the same terms as the proposed sale described in  
3 such notice.  
4

5 If the Association shall give written notice to such Unit co-owner within said thirty- (30) day period that it  
6 has elected not to exercise such option, or if the Association shall fail to give written notice to such Unit co-owner  
7 within said thirty (30) day period that it does not elect to purchase such Unit, then such Unit co-owner may proceed  
8 to close said proposed sale transaction at any time within the next ninety (90) days and, should he fail to do so, his  
9 Unit shall again become subject to the Association's rights of first option as herein provided.

10  
11 If the Association shall give written notice to such Unit co-owner within said thirty (30) day period of its  
12 election to purchase such Unit upon the same terms as the proposed sale described in said written notice to the  
13 Association, then such purchase by the Association shall be closed upon the same terms as such proposed sale.  
14

15 The notices referred to herein shall be given in the manner hereinafter provided for the giving of notices.  
16

17 The Board of Directors of the Association shall have the authority, on behalf of and in the name of the  
18 Association, to elect not to exercise such option and to give written notice of such election. A certificate executed by  
19 the president or secretary of the Association, or by an agent so authorized by the Board of Directors, certifying that  
20 the Association by its Board of Directors has elected not to exercise such option to purchase such Unit upon the  
21 terms of such proposed sale, shall be conclusive evidence of such election by the Association and of compliance  
22 with the provisions hereof by the Unit co-owner proposing to make such a proposed sale. Such certificate shall be  
23 furnished to such Unit co-owner upon his compliance with the provisions hereof.  
24

25 If the Board of Directors of the Association shall adopt a resolution recommending that the Association  
26 shall exercise its option to purchase such Unit upon the terms of such proposed sale, the Board of Directors shall  
27 promptly call a meeting of all the Unit co-owners for the purpose of voting upon such option, which meeting shall  
28 be held within said thirty (30) day period. If Unit co-owners owning not less than a majority in the aggregate of the  
29 total ownership interest in the General Common Elements, by affirmative vote at such meeting, elect to exercise  
30 such option to make such purchase, then the Board of Directors shall promptly give written notice of such election  
31 as herein provided. In such event, such purchase by the Association shall be closed and consummated, and, for such  
32 purpose, the Board of Directors shall have the authority to make such mortgage or other financing arrangements, and  
33 to make such assessments proportionately among the respective Unit owners, and to make such other arrangements,  
34 as the Board of Directors may deem desirable in order to close and consummate such purchase of such Unit by the  
35 Association. Assessments for such purpose shall be made among the co-owners of all Units, exclusive of that Unit  
36 being purchased, in the proportion which each of their respective percentage interest in the General Common  
37 Elements bears to the aggregate percentage interest in the General Common Elements.  
38

39 If the Association shall make any such purchase of a Unit as herein provided, the Board of Directors shall  
40 have the authority at any time thereafter to sell such Unit on behalf of the Association upon such terms as the Board  
41 of Directors shall deem desirable, and all of the net proceeds or deficit therefrom shall be applied among the co-  
42 owners of all Units, with the exception of that Unit which has been purchased, in the same proportion in which they  
43 were or could have been assessed with respect to such purchase.  
44

45 The provisions of this section with respect to the Association's right of first option shall not apply to any  
46 bank, insurance company or savings and loan association which becomes a Unit co-owner by purchasing said Unit  
47 at a sale held pursuant to proceedings to foreclose a first mortgage owned by it and covering said Unit, provided that  
48 written notice of a default with respect to said mortgage was furnished the Association and the Association was  
49 given the right to cure said default with ten (10) days and, provided further, that written notice of intention to  
50 institute said foreclosure proceeding was furnished the Association and the Association was given the right to  
51 purchase the mortgage indebtedness within twenty (20) days.  
52

53 If any sale of a Unit is made or attempted by any Unit co-owner without complying with the foregoing  
54 provisions, such sale shall be voidable by the Association as their respective rights may appear herein and shall be  
55 subject to each and all of the rights and options of the Association hereunder and each and all of the remedies and  
56 actions available to the Association hereunder or at law or in equity in connection therewith.  
57

1 The foregoing provisions with respect to the Association's rights of first option as to any proposed sale  
2 shall be and remain in full force and effect until the property as a whole shall be sold or removed from the  
3 provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit co-owners in the  
4 manner herein provided for amendments to this Deed. The Board of Directors of the Association may adopt rules  
5 and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing  
6 and effectuating the foregoing provisions. The Board of Directors shall have the power and authority to bid for and  
7 purchase any Unit at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses  
8 under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or  
9 approval of Unit co-owners owning not less than a majority in the aggregate of the total ownership interest in the  
10 General Common Elements.

11  
12 No Unit owner may mortgage his Unit or any interest therein without the approval of the Board of  
13 Directors except as to a first mortgage lien made to an institutional mortgagee. The Board may, and it is hereby  
14 authorized to, impose reasonable conditions upon which approval as to any other mortgage shall be given. No Unit  
15 owner may mortgage or otherwise encumber his Unit or any interest therein unless such mortgage or encumbrance  
16 shall provide for written notice to the Board of Directors in the event of a default under such mortgage or other  
17 encumbrance and shall further provide for not less than ten (10) days written notice to the Board of Directors prior  
18 to any foreclosure under any such mortgage or other encumbrance. Each Unit owner who shall mortgage or  
19 otherwise encumber his Unit or any interest therein shall furnish to the Board of Directors a copy of all such  
20 mortgages, deeds of trust, or other instruments creating such encumbrance.

21  
22 Any owner may give, devise, or bequeath the interest in his Unit to his spouse, his parents, or to any lineal  
23 descendants, including adopted children, or to a corporation, all classes of stock of which are more than eighty  
24 percent (80%) owned by such owner, his spouse, and his lineal descendants, without the prior written consent of the  
25 Board. In the event that any owner of a Unit or interest therein shall desire to give, devise or bequeath any interest in  
26 a Unit to a person, firm or corporation other than the parties herein above specifically enumerated, or should any  
27 person other than the above be entitled to take the property by operation of law, then such transfer shall, for the  
28 purposes of this Master Deed, be treated as a sale and shall be subject to the provisions of this article. The price for  
29 which the interest in the Unit shall be transferred shall be agreed upon by the transferring owner and the Board. In  
30 the event such owner and the Board are unable to agree upon a mutually satisfactory price, then the owner (or the  
31 personal representative of a deceased owner, as applicable) shall appoint one appraiser, the Board shall appoint one  
32 appraiser, and the two so named shall appoint one appraiser; provided that if the two so named are unable to agree  
33 on a third, then the third shall be selected and named by the circuit judge for Oconee County; any decision of the  
34 majority of said appraisers as to the value of such property involved shall be conclusive and binding upon all parties  
35 for the purpose of this article. Transfer and payment for such property shall be made on such terms and conditions  
36 (including terms of payment) to which the parties or their appraisers shall agree.

37  
38 If any Unit owner shall acquire his title or interest by any manner in contravention of the above or in any  
39 manner not heretofore considered in the foregoing articles, the continuance of his ownership of his Unit shall be  
40 subject to the right of purchase of said Unit held by the Board. Should the Board elect to purchase any Unit so  
41 acquired, the purchase price shall be that as shall be agreed upon between the Board and the Unit owner. In the event  
42 the Unit owner and the Board are unable to agree to a purchase price of the Unit, the Unit owner shall appoint one  
43 appraiser, the Board shall appoint one appraiser, the Board shall appoint one appraiser, and the two so named shall  
44 appoint one appraiser; provided that if the two so named are unable to agree on a third, then the third shall be  
45 selected and named by the circuit judge for Oconee County; any decision of the majority of said appraisers as to the  
46 value of such property involved shall be conclusive and binding upon all parties for the purpose of this article.  
47 Transfer and payment for such property shall be made on such terms and conditions (including terms of payment) to  
48 which the parties or their appraisers shall agree.

49  
50 Any sale, lease or mortgage which is not authorized pursuant to the terms of this Declaration or Master  
51 Deed shall be voidable unless subsequently approved by the Board and said approval shall have the same effect as  
52 though it has been given and filed of record simultaneously with the instrument it approved. (2/92)

53 XX

54 Remedies

1 In the event of any default by any Unit co-owner under the provisions of the Act, Deed, By-Laws or rules  
2 and regulations of the Association, the Association and the Board of Directors shall have each and all of the rights  
3 and remedies which may be provided for in the Act (except as otherwise provided in the Deed or By-Laws), Deed,  
4 By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action  
5 or other proceedings against such defaulting Unit co-owner and/or others for enforcement of any lien, statutory or  
6 otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of  
7 such Unit co-owner, or for damages or injunction or specific performance or judgment for payment of money and  
8 collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Association in  
9 connection with any such actions or proceedings, including court costs and attorneys fees and other fees and  
10 expenses, and all damages, liquidated or other wise, together with interest thereon at the highest rate permissible  
11 under the laws of South Carolina at the time until paid, shall be charged to and assessed against such defaulting Unit  
12 co-owner, and shall be added to and deemed part of his respective share of the common expenses, and the  
13 Association shall have a lien for all of the same, as well as for nonpayment of his respective share of the common  
14 expenses, upon the Unit and ownership interest in the General Common Elements of such defaulting Unit co-owner  
15 and upon all of his additions and improvements thereto. In the event of any such default by any Unit co-owner, the  
16 Association and the Board of Directors, and the manager or managing agent if so authorized by the Board of  
17 Directors, shall have the authority to correct such default, and to do whatever may be necessary for such purpose,  
18 and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit co-owner.  
19 Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or  
20 otherwise, by the Association or the Board of Directors.  
21

## 22 XXI

### 23 Judicial Sales

24 No judicial sale of a Unit nor any interest therein, shall be valid unless:

- 25
- 26
- 27 A. The sale is to a purchaser approved by the Association, which approval shall be in recordable form,  
28 executed by two officers of the Association and delivered to the purchaser, or,  
29
- 30 B. The sale is a result of a public sale with open bidding.  
31
- 32 C. An institutional first mortgagee holding a mortgage on a Unit upon becoming the co-owner of said  
33 Unit through foreclosure or by deed in lieu of foreclosure sale of an institutional first mortgage, shall  
34 have the unqualified right to sell, lease or otherwise transfer said Unit including the fee ownership  
35 thereof and to mortgage said Unit without the prior offer to the Board of Directors of the Association.  
36

## 37 XXII

### 38 Association to Maintain Register

#### 39 of Owners and Mortgagees

40

41 Association shall at all times maintain a register setting forth the names of the co-owners of all of the Units,  
42 and in the event of the sale or transfer of any Unit to a third party, the purchaser or transferee shall notify  
43 Association in writing of his interest in such Unit, together with such recording information as shall be pertinent to  
44 identify the instrument by which such purchaser or transferee has acquired his interest in any Unit. Further, the co-  
45 owner of each Unit shall at all times notify Association of the names of the parties holding any mortgage or  
46 mortgages on any Unit, the amount of such mortgage and mortgages and the recording information which shall be  
47 pertinent to identify the mortgage or mortgages. The holders of any mortgage or mortgages upon any Unit, if they so  
48 desire, shall notify the Association of the existence of any mortgage or mortgages held by such party on any Unit,  
49 and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to  
50 the same.  
51

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**XXIII**

**Assessments: Liability, Lien and Enforcement**

The Association, through the Board of Directors, is given the authority to administer the operation and management of the Regime, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all Units. To properly administer the operation and management of the project, the Association will incur, for the mutual benefit of all the co-owners of Units, costs and expenses which will be continuing or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "Common Expense". To provide the funds necessary for such proper operation and management, the Association has heretofore been granted the right to make, levy and collect assessments against the co-owners of all Units. In furtherance of said grant of authority to the Association to make, levy and collect assessments and to pay the costs and expenses for the operation and management of the Regime, the following provisions shall be operative and binding upon the co-owners of all Units:

- A. All assessments levied against the co-owners of Units shall be uniform and, unless specifically otherwise provided for in this Master Deed, the assessments made by the Association shall be in the same proportions as the undivided interest in General Common Elements appurtenant to each Unit bears to the total undivided interest in General Common Elements appurtenant to all Units. Should the Association be the owner of any Units, the assessment which would otherwise be due and payable to Association by the co-owner of such Unit will be reduced by the amount of income which may be derived from the leasing of such Unit by Association, and the balance shall be apportioned and the assessment therefor levied ratably among the co-owners of all Units which are not owned by the Association, based upon their proportionate interest in General Common Elements exclusive of the interest therein appurtenant to any Unit owned by Association. (2/13/94)
- B. The assessment levied against the co-owner of each Unit shall be payable in annual, quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of the Association.
- C. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Regime, including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income which is to be applied to reduction of the amount required to be collected as an assessment each year. Upon adoption of such annual budget by the Board of Directors of the Association, copies of said budget shall be delivered to each co-owner of a Unit and the assessment for said year shall be established based upon such budget, although the delivery of a copy of said budget to each co-owner shall not affect the liability of any co-owner for such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Regime, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.
- D. The Board of Directors of the Association, in establishing said annual budget for operation, management and maintenance of the project, shall include therein a sum to be collected and maintained as a capital reserve fund for replacement of General Common Elements, which capital reserve fund shall be for the purpose of enabling Association to replace structural elements and mechanical equipment constituting a part of General Common Elements as well as the replacement of personal property which may constitute a portion of the General Common Elements held for the joint use and benefit of all of the co-owners of all Units. The amount to be allocated to such capital reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of General Common Elements. The amount collected and allocated to the capital reserve fund for replacement from time to time shall be maintained in a separate account by the Association although nothing herein contained shall limit the Association from applying any monies in such capital reserve fund for replacements to meet other needs or requirements of the Association in operating or managing the project in the event of emergencies, or in the event that the sums collected from the owners of Units are insufficient to meet the then fiscal financial requirements of the Association, but it shall not be a requirement that these monies be used for such latter purposes, as a separate assessment may be levied therefore if deemed to be preferable by the Board of Directors



1 of the Association in the sole discretion of said Board of Directors. (2/92)

- 2  
3 E. The Board of Directors of the Association, in establishing said annual budget for operation, management, and  
4 maintenance of the project, shall include therein a sum to be collected and maintained as a general operating  
5 reserve which shall be used to provide a measure of financial stability during periods of special stress when  
6 such sums may be used to meet deficiencies from time to time existing as a result of emergencies or for other  
7 reasons placing financial stress upon the Association. The annual amount allocated to such operating reserve  
8 and collected therefore shall not exceed 10% of the current annual assessment levied against the co-owners of  
9 all Units. All monies remaining in the operating reserve fund at the end of each budget year shall be transferred  
10 to the capital reserve fund for use in accordance with the provisions stipulated in Article XXIII D. (2 /92)
- 11  
12 F. All monies collected by the Association shall be treated as the separate property of the said Association, and  
13 such monies may be applied by the Association to the payment of any expense of operating and managing the  
14 Regime or to the proper undertaking of all acts and duties imposed upon it by virtue of this Master Deed and the  
15 Articles of Incorporation and By-Laws of said Association, and as monies for any assessment are paid unto  
16 Association by any co-owner of a Unit, the same may be co-mingled with monies paid to said Association by  
17 the other co-owners of Units. Although all funds and common surplus, including other assets of Association and  
18 any increments thereto or profits derived therefrom, or from the leasing or use of General Common Elements,  
19 shall be held for the benefit of the members of Association, no member of said Association shall have the right  
20 to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an  
21 appurtenance to his Unit. When the co-owner of a Unit shall cease to be a member of the Association by reason  
22 of his divestment of ownership of such Unit, by whatever means, the Association shall not be required to  
23 account to such co-owner for any share of the funds or assets of the Association, or which may have been paid  
24 to the Association by such owner, as all monies which any co-owner has paid to the Association shall be and  
25 constitute an asset of said corporation which may be used in the operation and management of the Regime.
- 26  
27 G. The payment of any assessment or installment thereof due to the Association shall be in default if such  
28 assessment or any installment thereof, is not paid unto Association on or before the due-date for such payment.  
29 When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear  
30 interest at the highest rate permissible under the laws of South Carolina at the time until such delinquent  
31 assessment or installment thereof, and all interest due thereon, has been paid in full to the Association.
- 32  
33 H. The co-owner or co-owners of each Unit shall be personally liable, jointly and severally, as the case may be, to  
34 the Association for the payment of all assessments, regular or special, which may be levied by the Association  
35 while such party or parties are co-owner or co-owners of a Unit in the Regime. In the event that any co-owner  
36 or co-owners are in default in payment of any assessment or installment thereof owed to the Association, such  
37 co-owner or co-owners of any Unit shall be personally liable, jointly and severally, for interest on such  
38 delinquent assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether  
39 suit be brought or not.
- 40  
41 I. No co-owner of a Unit may exempt himself from liability for any assessment levied against such co-owner and  
42 his Unit by waiver of the use or enjoyment of any of the General Common Elements or by abandonment of the  
43 Unit or in any other way.
- 44  
45 J. The Association shall have a lien on each Unit for any unpaid assessments, together with interest thereon,  
46 against the Unit co-owner of such Unit, together with a lien on all tangible personal property located within said  
47 Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide  
48 liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such  
49 assessment for the enforcement of such lien, together with all sums advanced by the Association for taxes and  
50 payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the  
51 Association in order to preserve and protect its lien, shall be payable by the Unit co-owner and secured by such  
52 lien.

53  
54 The Board of Directors of the Association may take such action as they deem, necessary to collect  
55 assessments by personal action or by enforcing and foreclosing the aforesaid lien(s) and may settle and compromise  
56 same if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the  
57 South Carolina Horizontal Property Regime Act, and shall have the priorities established by said Act. The

1 Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as  
2 a cash credit against its bid all sums due the Association covered by the lien enforced.  
3

4 In case of such foreclosure as aforesaid, the Unit co-owner shall be required to pay a reasonable rental for  
5 the Unit, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from  
6 the Unit co-owner and/or occupant.  
7

8 Where the mortgagee of an institutional first mortgage of record, or other purchaser of a Unit obtains title  
9 to a Unit as a result of foreclosure of the institutional first mortgage, or when an institutional first mortgagee of  
10 record accepts a deed to said Unit in lieu of foreclosure, or other purchaser obtains title to a Unit from an  
11 institutional first mortgagee which acquired the deed to said Unit in lieu of foreclosure, such acquirer of title, his  
12 grantees, heirs, successors and assigns, shall not be liable for the share of common expenses or assessments by the  
13 Association pertaining to such Unit, or chargeable to the former Unit co-owner of such Unit, which became due  
14 prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure. Such  
15 unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of  
16 the Unit co-owners in the property, excluding such acquirer, his grantees, heirs, successors and assigns.  
17

18 Any person who acquires an interest in a Unit, except through foreclosure of an institutional first mortgage  
19 of record, or deed in lieu thereof, as specifically provided herein above, including without limitation, persons  
20 acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the  
21 Unit or enjoyment of the General Common Elements until such time as all unpaid assessments due and owing by the  
22 former Unit co-owners have been paid.  
23

24 In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with grantor for all  
25 unpaid assessments against grantor made prior to the time of such voluntary conveyance, without prejudice to the  
26 rights of grantee to recover from grantor the amounts paid by grantee therefor, except as to an institutional  
27 mortgagee taking deed in lieu of foreclosure and as to a mortgagee's subsequent grantee, and as to any person who  
28 acquires a Unit through foreclosure of an institutional mortgage including said institutional first mortgagee, his  
29 grantees, heirs, successors and assigns.  
30

31 Institution of a suit at law to attempt to affect collection of the payment of any delinquent assessment shall  
32 not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the  
33 collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect  
34 such collection be deemed to be an election precluding the institution of suit at law to attempt to effect such  
35 collection of any sum then remaining owing to it.  
36

#### 37 XXIV

#### 38 Common Surplus

39  
40 "Common Surplus," meaning all funds and other assets of the Association (including excess of receipts of  
41 the Association), including but not limited to assessments, rents, profits and revenues from whatever source  
42 whatsoever, over the amount of common expense), shall be owned by the owners of all Units in the same proportion  
43 that the undivided interest in General Common Elements appurtenant to each co-owner's Unit bears to the total of  
44 all undivided interests in General Common Elements appurtenant to all Units; provided, however, that said Common  
45 Surplus shall be held by the Association in the manner and subject to the terms, provisions and conditions hereof  
46 imposing certain limitations and restrictions upon the use and distribution of said Common Surplus. Except for  
47 distribution of any insurance proceeds herein provided, or termination of the Regime, any distribution of Common  
48 Surplus which may be made from time to time shall be made to the then co-owners of Units in accordance with their  
49 percentage interest in Common Surplus as declared herein.  
50

#### 51 XXV

#### 52 Termination

1 Notwithstanding anything to the contrary contained in Article XVIII hereof, in the event of fire or other  
2 casualty or disaster, which shall totally demolish the Regime, or which shall so destroy said Regime as to require  
3 more than two-thirds (2/3) of the total unit space in the property, as determined by the Board of Directors of  
4 Association, to be reconstructed and if insurance proceeds are sufficient, then this Master Deed established herein  
5 shall terminate upon vote of three-fourths (3/4) or more of the owners of all Units. If insurance proceeds are  
6 insufficient, then this Regime shall terminate upon the vote of a majority of Unit owners. The above provisions do  
7 not apply if any policy or policies of casualty insurance which may cover the damage or destruction of said building  
8 requires the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy  
9 or policies, notwithstanding the fact that the owners of all Units agree not to reconstruct said building. If such policy  
10 or policies of casualty insurance require the same to be reconstructed, this Master Deed established herein shall still  
11 be terminated if there exists any regulation or order of any governmental authority having jurisdiction of the project  
12 which may then prevent the reconstruction of the Regime, although nothing herein contained shall be construed as  
13 releasing or in any manner changing any obligation which may be owed to the Association for itself and for the  
14 benefit of the owners of all Units, under any insurance policy or policies then existing. Reference to two-thirds (2/3)  
15 of the total unit space in the property shall be taken to mean two-thirds (2/3) of the total value of all of the buildings  
16 and improvements as of the day prior to the event or events causing such damage or destruction as determined by  
17 the Board of Directors of the Association.  
18

19 If, as above provided, this Master Deed established herein is to be terminated, then a certificate of  
20 resolution of the Board of Directors of the Association to said effect, and notice of the cancellation and termination  
21 hereof, shall be executed by the president and secretary of the Association in recordable form and such instrument  
22 shall be recorded in the office of the Clerk of Court for Oconee County, South Carolina. Upon termination of this  
23 Master Deed, all of the co-owners of Units shall be and become tenants in common as to ownership of the real  
24 property herein described, and any then remaining improvements thereon, the undivided interest in such real  
25 property and remaining improvements held by the co-owner or co-owners of each Unit to be the same as the  
26 undivided interest in General Common Elements which was formerly appurtenant to such Unit, and the lien of any  
27 mortgage or other encumbrance upon each Unit shall attach, in the same order or priority, to the percentage of  
28 undivided interest of the owner of a Unit, in the property and then remaining improvements as above provided.  
29 Upon termination of this Master Deed herein, the co-owner or co-owners of all Units still habitable shall, within  
30 sixty (60) days from the date of recording of said certificate of resolution, deliver possession of their respective  
31 Units to the Association. Upon termination of this Master Deed, the Insurance Trustee shall distribute any insurance  
32 proceeds which may be due under any policy or policies of casualty insurance to the co-owners of the Units and  
33 their mortgagees, as their respective interests may appear, such distribution to be made to the mortgagees and co-  
34 owner or co-owners of each Unit in accordance with their then undivided interest in the real property and remaining  
35 improvements as herein before provided. The assets of the Association, upon termination of the Regime created  
36 hereby, shall then be distributed to all of the co-owner or co-owners of each Unit and to his or their mortgagees, as  
37 their respective interests may appear, in the same manner as was above provided for the distribution of any final  
38 insurance proceeds.  
39

40 This Master Deed and Regime may only be otherwise terminated by the unanimous consent of all of the co-  
41 owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units,  
42 in which event, the termination of the Regime shall be by such plan as may be then adopted by said co-owners and  
43 parties holding any mortgages, liens or other encumbrances. Such election to terminate this Master Deed and  
44 Regime established herein shall be executed in writing by all of the aforesaid parties, and such instrument or  
45 instruments shall be recorded in the office of the Clerk of Court for Oconee County, South Carolina.  
46

## 47 XXVI

### 48 Amendment of Master Deed

49  
50 Other than as set forth in Article IV hereof with respect to phased development, this Master Deed may be  
51 amended only at any regular or special meeting of the Unit co-owners of the Regime, called and convened in  
52 accordance with the By-Laws, by the affirmative vote of voting members casting not less than two-thirds (2/3) of the  
53 total vote of the members of the Association, or, with respect to an amendment to the By-Laws of the Association,  
54 by the affirmative vote of voting members casting not less than a majority of the members of the Association.  
55

1 All amendments shall be recorded and certified, as required by the Horizontal Property Act. No  
2 amendment shall change any Unit, nor a Unit's proportionate share of the Common Expenses or Common Surplus,  
3 nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof, and all record owners of mortgages  
4 or other voluntarily placed liens thereon, shall join in the execution of the amendment. No amendment shall be  
5 passed which shall impair or prejudice the rights and priorities of any mortgages. No amendment shall change the  
6 provisions of this Master Deed with respect to institutional mortgagees without the written approval of all  
7 institutional mortgagees of record.  
8

9 **XXVII**

10 **The By-Laws--The Operating Entity and**  
11 **Remedies in Event of Default**

12  
13 The operation of the property shall be governed by By-Laws, which are set forth in a document entitled  
14 "By-Laws of Tall Ship Association, Inc.," a South Carolina nonprofit corporation, which is annexed to this Master  
15 Deed as Exhibit "E", and made a part hereof.  
16

17 No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or  
18 annexed to a duly recorded amendment to this Master Deed. The By-Laws may be amended in the manner provided  
19 for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority  
20 of any mortgage covering any Unit, or which would change the provisions of the By-Laws with respect to  
21 institutional mortgagees, without the written approval of all institutional mortgagees of record.  
22

23 The name of the Association responsible for the operation of the property is set forth herein above said  
24 corporation is a nonprofit South Carolina corporation, organized and existing pursuant to statutes of South Carolina  
25 relating to nonprofit corporations. The said Association shall have all of the powers and duties set forth in the  
26 statutes governing nonprofit corporations, as well as all of the powers and duties granted to or imposed upon it by  
27 this Master Deed, the By-Laws of the Association and its charter and the laws regulating horizontal property  
28 regimes.  
29

30 Every co-owner of a Unit, whether he has acquired his ownership by purchase, by gift, conveyance or  
31 transfer by operation of law, or otherwise, shall be bound by the By-Laws of said Association, and by the provisions  
32 of this Master Deed.  
33

- 34 A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in  
35 the charter or By-Laws of the Association shall be grounds for legal or equitable action (which may include,  
36 without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of  
37 lien or any combination thereof), and which relief may be sought by the Association or, if appropriate, by an  
38 aggrieved co-owner of a Unit.  
39
- 40 B. The co-owner or co-owners of each Unit shall be liable for the expense of any maintenance, repair or  
41 replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or  
42 his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the  
43 proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates  
44 occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein  
45 contained, however, shall be construed so as to modify any waiver by insurance companies of rights of  
46 subrogation.  
47
- 48 C. In any proceeding arising because of an alleged default by the co-owner of any Unit, the Association, if  
49 successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may  
50 be determined by the Court, but in no event shall the co-owner of any Unit be entitled to such attorney's fees.  
51
- 52 D. The failure of the Association or of the co-owner of a Unit to enforce any right, provision, covenant or  
53 condition which may be granted by this Master Deed or other above-mentioned documents shall not constitute a  
54 waiver of the right of the Association or of the co-owner of a Unit to enforce such right, provision, covenant or

1 condition in the future.

- 2
- 3 E. All rights, remedies and privileges granted to the Association or the co-owner or co-owners of a Unit pursuant
- 4 to any terms, provisions, covenants or conditions of this Master Deed or other above mentioned documents,
- 5 shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an
- 6 election of remedies, nor shall it preclude the party thus exercising the same from exercising such other
- 7 additional rights, remedies or privileges as may be available to such party at law or in equity.
- 8
- 9 F. The failure of the Developer, Lake Keowee Development Corporation, to enforce any right, privilege, covenant
- 10 or conditions which may be granted to the Developer by this Master Deed or other above-mentioned document
- 11 shall not constitute waiver of the right of Developer to thereafter enforce such right, provision, covenant or
- 12 condition in the future.
- 13

14 XXVIII

15 Use or Acquisition of Interest in Property

16 to Render User or Acquirer

17 Subject to Provisions of Master Deed,

18 Rules and Regulations

19

20 All present or future owners, tenants, or any other persons who might use the facilities of the Regime in any

21 way, are subject to the provisions of this Master Deed, and the mere act of occupancy of any Unit, or the mere

22 acquisition or rental of any Unit, shall signify that the provisions of this Master Deed are accepted and ratified in all

23 respects.

24

25 XXIX

26

27 DELETED (2/92)

28

29

30 Escrow Account

- 31
- 32 A. Escrow Account for insurance and certain taxes: The Association may, but it shall not be required to, establish
- 33 and maintain in a local, national or state savings and loan association, two interest bearing savings deposit
- 34 accounts, in order to accumulate sufficient monies for the following purposes:
- 35
- 36 1. To pay all insurance premiums for the insurance on the property obtained and purchased by the
- 37 Association, pursuant to this Master Deed; and
- 38
- 39 2. To pay all real or personal property taxes assessed by the taxing authorities aforescribed against the
- 40 property.
- 41

42 On or before the 30th day of each month, the treasurer of this Association shall, if such accounts are

43 maintained, cause two checks to be issued and drawn on the Association's bank account - each check being equal

44 respectively to one twelfth (1/12) of the estimated yearly amounts as to Items 1 and 2 above; and said checks shall

45 be immediately deposited into the appropriate savings deposit account.

46

47 If, for any reason, this Association does not pay the real property taxes assessed as to Item 2 above, within

48 sixty (60) days after these taxes are due and payable by law, then the co-owner(s) of any Unit or Units may pay such

1 tax due on the Unit or Units and such owner or owners shall have a lien upon any funds in the hands of the  
2 Association designated for such purpose. The right herein given to owners shall also accrue to any lending  
3 institution having a first mortgage on any Unit.  
4

5 Should a Unit co-owner fail to pay that portion of the monthly assessment relating to Items 1 and 2 above,  
6 within thirty (30) days from its due date, the Association shall have the right, but it is not required, to advance the  
7 necessary funds so as to deposit the required monthly sum into the savings deposit accounts.  
8

9 The Association shall have a lien for all sums so advanced together with interest thereon at the highest rate  
10 permissible under the laws of South Carolina at the time. It shall also have the right to assign its lien to any Unit co-  
11 owner or group of Unit co-owners, or to any third party. In the even the Association does not advance funds as  
12 aforesaid, the holder of an institutional first mortgage on the delinquent Unit, or the institution having the highest  
13 dollar indebtedness on Units, may advance the necessary funds into the savings deposit accounts to make up the  
14 deficiency. Said institution shall have a lien for all sums so advanced, and may bring suit to foreclose the interest of  
15 the delinquent unit co-owner in his Unit.  
16

17 XXXI

18 Notices

19  
20 Notices provided for in the Act, Master Deed or By-Laws shall be in writing, and shall be addressed to the  
21 Association or to any Unit co-owner at Keowee Key, Salem, South Carolina, or at such other address as hereafter  
22 provided. The Association or Board of Directors may designate a different address or addresses for notices to them,  
23 respectively, by giving written notice of such change of address to all Unit owners at such time. Any Unit co-owner  
24 may also designate a different address or addresses for notices to him by giving written notice of his change of  
25 address to Association. Notices addressed as above shall be deemed delivered when mailed by United States  
26 Registered or Certified Mail or when delivered in person with written acknowledgment of the receipt thereof, or if  
27 addressed to a Unit co-owner, when deposited in his mail box in the building or at the door of his Unit in the  
28 building.  
29

30 XXXII

31 Severability and Rule Against Perpetuities

32  
33 If any provision of this Master Deed or the By-Laws shall be held invalid it shall not effect the validity of  
34 the remainder of the Master Deed and the By-Laws. If any provision of the Master Deed or By-Laws would  
35 otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then such  
36 provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of the  
37 individuals executing this instrument and the witnesses to such execution plus twenty-

1 one (21) years thereafter.  
2

3 **XXXIII**

4 **Liberal Construction**

5  
6 The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a  
7 uniform plan.  
8

9 **XXXIV**

10 **Master Deed Binding Upon Developer,**

11 **Its Successors and Assigns**

12 **and Subsequent Owners**

13  
14 The restriction and burdens imposed by the covenants of this Master Deed are intended to and shall  
15 constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its  
16 appurtenant undivided interest in General Common Elements. This Master Deed shall be binding upon Lake  
17 Keowee Development Corporation, its successors and assigns, and upon all parties who may subsequently become  
18 owners of Units in the Regime, and their respective heirs, legal representatives, successors and assigns.  
19

20 IN WITNESS WHEREOF, Lake Keowee Development Corporation has caused these presents to be  
21 executed in its name, by its President and Secretary, and its corporate seal to be hereunto affixed, this 1st day of  
22 May 1985.  
23

24 *(Exhibits A, B, C, and D can be read at the Oconee County Courthouse.)*  
25

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