THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION

MASTER DEED OF

RENAISSANCE ON CHARLESTON HARBOR

HORIZONTAL PROPERTY REGIME

Town of Mount Pleasant, County of Charleston, State of South Carolina

Developer:

RENAISSANCE ON CHARLESTON HARBOR, LLC

Prepared by:

Richard M. Unger Michael W. Eisenrauch

Law Offices of ROGERS TOWNSEND & THOMAS, P.C. Post Office Box 100200 Columbia, South Carolina 29202-3200

Page

TABLE OF CONTENTS

ARTICI.	ΕI	Definitio	ns	. 1
	Section	1.1	Definitions	. 1
ARTICL	ΕII	ADMINI	STRATION	5
	Section	2.1	The Association	5
	Section	2.2	Membership	6
	Section	2.3	Agreements	6
	Section	2.4	Books and Records	6
	Section	2.5	Financial Statements	7
	Section		Access to Information	
	Section	2.7	Rules and Regulations	
	Section	2.8	Professional Property Manager	7
	Section		Collections and Remission of Optional Cable Television, Telephone and Other Charges; Master Utility Charges	
ARTICI	LE III	Property	Rights	
	Section	3.1	Units	
	Section	3.2	Description of Units	8
	Section	3.3	Modification of Units	
	Section	3.4	Common Area and Limited Common Area	. 10
	Section	3.5	Status of Title of Condominium.	. 13
	Section		Limited Warranty From Developer	
ARTIC	LE IV	Assessm	ients	
	Section	4.1	Creation of Lien and Personal Obligation for Assessments	
	Section	4.2	Annual Assessments	
	Section	ı 4.3	Special Assessments	
	Section	4.4	Date of Commencement of Annual Assessments; Due Dates	16
	Section	ı 4.5	Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association	
	Section	1 4.6	Subordination of the Charges and Liens to Institutional Mortgages	
	Section	1 4.7	Reserves	18
	Section		Working Capital Assessment	
ARTIC	LE V	Insuran	ce and Casualty Losses	., 18
	Section		Hazard Insurance	
	Section	n 5.2	Liability Insurance	2
	Section	n 5.3	Fidelity Bonds and Other Insurance.	2
	C41 o	. 5 1	Anthority to Adjust Loss	2

TABLE OF CONTENTS (continued)

MB 404PG203

P	я	σ	e
	**	-	•

	Section :	5.5	Trustee	21
	Section :		Damage and Destruction	
	Section :		Insufficient Proceeds to Repair	
ARTICI	LE VI		nation	
	Section	6.1	General	24
	Section	6.2	Non-Essential Areas	24
	Section	6.3	Essential Areas	24
ARTICI	LE VII	Architec	tural Control	25
	Section	7.1	Approval Required for Exterior Changes	25
	Section	7.2	Approval Required for Interior Changes.	25
A RTICI	LE VIII	Mainten	ance	26
7 HC11C	Section		Responsibility of Association	
	Section		Access to Units	
	Section		Responsibility of Owner	
ARTIC:			strictions	
	Section		Units	
	Section		Animals and Pets	
	Section	9.3	Antennas	27
	Section	9.4	Leasing of Units	. 28
ARTIC	LE X	Easemer	ıts	. 28
	Section	10.1	Encroachments	. 28
	Section	10.2	Easement for Air Space	. 28
	Section	10.3	Utilities, etc	
	Section	10.4	Easement for Construction	. 28
	Section	10.5	Easement over Expansion Land	. 29
	Section	10.6	Easement for Sales Purposes	. 29
	Section	10.7	No View Easements	. 29
	Section	10.8.	Other	.29
ARTIC	LE XI	Assigned	d Value and Voting Rights	
	Section	11.1	Units, Assigned Values, and Percentage Interests	. 29
	Section	11.2	Voting Rights	. 30
ARTIC	LE XII	Rights o	of Eligible Mortgage Holders and Eligible Insurers or Guarantors	30
	Section	12.1	Notice of Action	30
	Section	12.2	Other Provisions for Eligible Institutional Mortgagees	31

TABLE OF CONTENTS

(continued)

		(volume),	Page
	Section 12.3	Non-Material Amendments to Master Deed	31
	Section 12.4	Material Amendments to Master Deed	
ARTIC		velopment Plan For The Condominium	
	Section 13.1	Reservation of Right to Expand	
	Section 13.2	Method of Expansion	
	Section 13.3	Assignability of Rights	
	Section 13.4	Application of Master Deed	33
	Section 13.5	Annual Assessments for Additional Units and Working Capital Reserve	33
	Section 13.6	No Consent Required	33
	Section 13.7	Multiple Ownership	33
ARTIC	CLE XIV Alterna	tive Dispute Resolution	34
	Section 14.1	Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes	33
	Section 14.2	Exempt Claims	34
	Section 14.3	Mandatory Procedures for Non-Exempt Claims	34
	Section 14.4	Allocation of Costs and Claims	36
	Section 14.5	Enforcement of Resolution	37
	Section 14.6	Litigation	37
	Section 14.7	Miscellaneous Alternative Dispute Resolution Provisions	37
ARTIC	CLE XV General	l Provisions	38
	Section 15.1	Adherence to Provisions of Master Deed, Bylaws and Rules and Regulations	38
	Section 15.2	Amendment	38
	Section 15.3	Termination	39
	Section 15.4	Covenants Running With the Land	39
	Section 15.5	Enforcement	40
	Section 15.6	Severability	40
	Section 15.7	Gender or Grammar	40
	Section 15.8	Headings	40
	Section 15.9	Powers of Attorney	40
	Section 15.10	Unit Deeds	41
ARTIC	CLE XVI Exhibit	'S	41
	Section 16.1	Exhibits Attached	41

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION

STATE OF SOUTH CAROLINA)	MASTER DEED OF
)	RENAISSANCE ON CHARLESTON HARBOR
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME PHASE

TO ALL WHOM THESE PRESENT MAY COME:

WHEREAS, Renaissance on Charleston Harbor, LLC (the "Developer") is a Delaware limited liability company having its principal place of business located at 1401 Main Street, Suite 650, Columbia, South Carolina 29201; and

WHEREAS, the Developer is the owner of that certain real property more fully described in Exhibit "A" attached hereto located in the Town of Mt. Pleasant, Charleston County, South Carolina (the "Development Land"); and

WHEREAS, the Developer has constructed certain improvements on the Development Land; and

WHEREAS, the Developer now deems it appropriate to organize a horizontal property regime by duly executing and recording this Master Deed in the Office of the Register of Mesne Conveyances ("RMC") for Charleston County, South Carolina; and

WHEREAS, the Developer desires to reserve the right to submit additional real property, more fully described in Exhibit "A-1" attached hereto (the "Expansion Land"), and improvements located thereon as future phases to the Regime created by this Master Deed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Developer hereby submits the Development Land more fully described in Exhibit "A" attached hereto and all improvements located thereon, together with all easements, rights and appurtenances thereunto belonging, to the provisions of Sections 27-31-10 et seq. of the South Carolina Code of Laws (1976) and hereby creates thereon a horizontal property regime (sometimes termed "condominium ownership") to be known as RENAISSANCE ON CHARLESTON HARBOR HORIZONTAL PROPERTY REGIME, subject to the following:

ARTICLE I

Definitions

Section 1.1 <u>Definitions.</u> Unless defined herein or unless the context requires otherwise, the words defined in Section 27-31-20, <u>South Carolina Code of Laws</u> (1976), when used in this Master Deed or any amendment hereto, will have the meaning therein provided. The following words, as well as other defined terms set forth herein, when used in this Master Deed CADocuments and Settings\Administrator\Local Settings\Temporary Internet Files\Content.IE5\UTKX8D29\master deed (v2a).DOC

or any amendment or supplement hereto, unless the context requires otherwise, will be deemed to include the singular and plural forms as the context requires and have the following meanings:

"Annual Assessment Period" means the fiscal year of the Association established by the Association's Board of Directors.

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

"Assigned Value" means the value assigned to each Unit in accordance with Exhibit "D" attached hereto and utilized for purposes of computing the Percentage Interest appurtenant to such Unit, which Assigned Value will not constitute the sales price of the Unit or be relied upon as a representation of the actual value of the Unit.

"Association" means Renaissance on Charleston Harbor Homeowners' Association, being an association of and limited to Owners of the Units located in the Regime in the form of a nonprofit, non-stock membership association which will be incorporated in accordance with the Article of Incorporation attached hereto as Exhibit "F."

"Board of Directors" or "Board" means the Board of Directors of the Association, and "director" or "directors" means a member or members of the Board.

"Building" means a structure or structures containing in the aggregate two or more Units comprising a part of the Regime.

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

"Common Area" means all of the Regime property after excluding the Units, including the following:

- 1. Easements through Units for conduits, duets, plumbing, chimneys, wiring, and other facilities for the furnishing of utility services to Units and the Common Areas; provided, however, such easements through a Unit will be only according to the Plans for the Building, or as the Building is constructed unless otherwise approved by the Unit Owner.
- 2. An easement of support in every portion of a Unit which contributes to the support of a Building.
- 3. Easements through the Units and Common Areas for maintenance, repair and replacement of the Units and Common Areas.
- 4. Installation for the furnishing of utility services to more than one Unit or to the Common Areas or to a Unit other than the one containing the installation, which installation will include ducts, plumbing, wiring, and other facilities for the rendering of such services.

5. The tangible personal property required for the maintenance and operation of the Unit, even though owned by the Association.

"Common Expense(s)" means (a) all expenses incident to the administration of the Association and maintenance, repair and replacement of the Common Area and the Limited Common Area, after excluding there from such expenses which are the responsibility of an Owner; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners; (c) expenses declared to be Common Expenses by the Condominium Act or the Regime Documents; and (d) reasonable reserves established for the payment of any of the foregoing.

"Condominium" means, collectively, the Land, the Buildings and all other improvements and structures located thereon, and all easements, rights and appurtenances belonging thereto, submitted to the Condominium Act by this Master Deed, as amended from time to time in accordance with the provisions hereof.

"Condominium Act" means the Horizontal Property Act of South Carolina, South Carolina Code of Laws (1976), Section 27-31-10 to Section 27-31-300, as may be amended from time to time.

"Developer" means Renaissance on Charleston Harbor, LLC, a Delaware limited liability company, its successors and assigns.

"Expansion Land" means the real property and improvements located thereon as described in Exhibit "A-1" attached hereto, which the Developer intends to submit to the Regime as Phases 2 and 3 in accordance with the provisions of this Master Deed. Pursuant to Section 27-31-100 of The South Carolina Code (1976), as amended, notice is given that all activities on or over and all uses of any submerged land and other critical areas of the Expansion Land are subject to the jurisdiction of the Office of Ocean and Coastal Resource Management ("OCRM") of the South Carolina Department of Health and Environmental Control (formerly known as, "The South Carolina Coastal Council"), including, but not limited to, the requirements that any activity or use must be authorized by OCRM. Any Owner to the extent of his ownership is liable for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning, any submerged land, coastal waters, or any other critical area of the Expansion Land.

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

"Land" means the Development Land which is described in Exhibit "A" attached hereto, as said exhibit may be amended from time to time in accordance with the provisions of this Master Deed to add to the Regime portions of the Expansion Land. Pursuant to Section 27-31-100 of The South Carolina Code (1976), as amended, notice is given that all activities on or over

and all uses of any submerged land and other critical areas of the Development Land are subject to the jurisdiction of the Office of Ocean and Coastal Resource Management ("OCRM") of the South Carolina Department of Health and Environmental Control (formerly known as, "The South Carolina Coastal Council"), including, but not limited to, the requirements that any activity or use must be authorized by OCRM. Any Owner to the extent of his ownership is liable for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning, any submerged land, coastal waters, or any other critical area of the Development Land.

"Limited Common Area" means that portion of the Common Area set aside and allocated for the exclusive use of the Owner of the Unit to which attached or assigned, and will include that portion of any Common Area that is pierced by the Unit's interior stairs, if any; the Unit's chimney structure and flue, if any; exterior stairs exclusively serving the Unit, if any; air conditioner units and condensers and hot water heaters located outside of the Unit, and the spaces occupied by same; and any balcony, deck or patio adjacent to and exclusively serving the Unit.

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

"Member" means each Owner who is a member of the Association.

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

"Mortgagee" will mean and refer to the holder of a Mortgage.

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

"Percentage Interest" means the undivided percentage interest owned by each Owner as a tenant-in-common in the Common areas. "Total Percentage Interest" means the aggregate of all the Percentage Interests.

"Phase" means a particular stage of the Regime. For purposes of this Master Deed, "Phase" and "Stage" have identical meanings and can be used interchangeably.

"Phase 1" means the Land and all improvements thereon submitted to the Regime by this Master Deed, including without limitation Building A (as shown on the Site Plan included in Exhibit "C" of this Master Deed) containing fifty (50) Units and Common Area.

"Phase 2" means that portion of the Expansion Land and all improvements thereon described and identified as such in Exhibit "A-1" to be submitted to the Regime by future amendment to the Master Deed, including without limitation the clubhouse and pool Common Area amenities (as shown on the Site Plan included in Exhibit "C" of this Master Deed).

"Phase 3" means that portion of the Expansion Land and all improvement thereon described and identified as such in Exhibit "A-1" to be submitted to the Regime by future amendment to the Master Deed, including without limitation Building B (as shown on the Site Plan included in Exhibit "C" of this Master Deed) containing forty-nine (49) Units and Common Area.

"Plans" mean and include the site plan and the floor plans of the Condominium which are filed as an attachment to this Master Deed showing the boundaries of the Land, the horizontal and vertical location of the improvements and amenities of the Condominium thereon and certified by a licensed engineer or architect in accordance with the provisions of the Condominium Act.

"Regime" means the horizontal property regime established by this Master Deed, including all appurtenances and incidents of ownership attendant therewith.

"Regime Documents" means and includes this Master Deed, all Exhibits hereto, the Articles of Incorporation of the Association, the Bylaws and the Rules and Regulations, all as amended from time to time in accordance with the provisions thereof or in accordance with the laws of the State of South Carolina.

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

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

"Unit" means that part of the Condominium intended principally for residential use by an Owner, situate within the Unit boundaries described in Exhibit "C" attached hereto, as amended from time to time in accordance with the provisions of this Master Deed and constituting an "apartment" as defined in the Condominium Act. Each Unit will be identified in Exhibit "C" attached hereto by a specific letter, number or combination thereof, which identification will be sufficient to identify the Unit for all purposes. "Unit" will also mean all the components of ownership held by an Owner, including not only the rights and interests of the Owner in and to the Unit, but also the rights of use of and the undivided interest in the Common Area.

ARTICLE II

<u>ADMINISTRATION</u>

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

- Section 2.2 <u>Membership</u>. Each Owner of a Unit, including the Developer, will be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Unit and ownership of a Unit will be the sole qualification for such membership. In the event that fee title to a Unit is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto will automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include any Mortgagee or any other person who holds an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate or otherwise affect an Owner's membership in the Association.
- Section 2.3 <u>Agreements</u>. The Association will be and hereby is authorized to enter into such contractual arrangements, including without limitation, management contracts, as it may deem necessary or desirable for the administration and operation of the Regime, subject, however, to the following limitations:
- (a) The Association will not enter into any contractual arrangement with a term of longer than one (1) year without the assent of a majority of the Members voting in person or by proxy, at a meeting duly called for the express purpose of approving such contractual arrangement; and
- (b) Any agreements entered into will provide that such contractual arrangement is subject to termination without cause without a penalty upon not more than ninety (90) days prior written notice from the Association, and failing to contain such a provision, the Association will not be bound directly or indirectly by such contractual arrangement.

Anything contained herein to the contrary notwithstanding, the following contracts will be exceptions to the provisions of Sections 2.3(a) and 2.3(b) above:

- (1) Any contract with a utility company if the rates charged for the materials or services are subject to regulation by the South Carolina Public Service Commission; provided, however, that the term of the contract will not exceed the shortest term for which the utility will contract at the regulated rate in effect at the contract date;
- (2) Any prepaid casualty and/or liability insurance policy with a term not to exceed three (3) years, provided that the policy permits short rate cancellation by the insured;

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

Section 2.4 <u>Books and Records</u>. The Association will keep full and accurate books of account and financial records showing all receipts and disbursements. In particular, the books will be maintained with a detailed account, in chronological order, of the receipts and expenditures affecting the Condominium and its administration, and specifying the maintenance

and repair expenses of the Common Area as well as other expenditures incurred. Vouchers accrediting the entries made thereupon will also be maintained in chronological order.

- Section 2.5 <u>Financial Statements</u>. No later than 120 days after the close of any fiscal year of the Association, the Association will cause financial statements for such fiscal year to be prepared (but not necessarily certified) by a public accountant licensed in the State of South Carolina. Copies of these financial statements will be delivered by mail or personal delivery to each Owner.
- Section 2.6 <u>Access to Information</u>. The Association will make available to Owners of any Unit and to any Mortgagee current copies of the Regime Documents and the books, records, vouchers, contractual arrangements and financial statements of the Association. "Available" means available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association may charge reasonable copying costs for any requested copies or extracts. Any party entitled to the benefits of this Section will be permitted to designate one or more agents who will be permitted to represent said party in connection with any and all reviews of the Regime Documents and books, records, contractual arrangements and financial statements of the Association.
- Section 2.7 <u>Rules and Regulations</u>. The Board of Directors will be entitled to promulgate reasonable Rules and Regulations from time to time, which will be binding on the Association and all Owners and lessees of Owners, their families, invitees and guests, regarding the use and enjoyment of Units and Common Area. Copies of the current Rules and Regulations will be furnished to Owners and lessees of Owners upon request.
- Section 2.8 <u>Professional Property Manager</u>. The Board of Directors may retain a professional property management company to manage the day-to-day affairs of the Association.
- Other Charges; Master Utility Charges. The Board of Directors will be entitled to collect fees charged to those Unit Owners who elect to receive any optional telephone service, television cable service, and/or other service made available to the Unit Owners through the Regime and remit the same to the provider thereof on behalf of such Unit Owners. Such elective costs and expenses will not be deemed a Common Expense hereunder, but will be charged to the Units Owners separately from their Assessment. Furthermore, the Board of Directors will pay any master utility meter charge, base cable to all Units, or other blanket utility fee for services to all units not otherwise separately metered or charged to individual Units. Such master cost and expense will be a Common Expense hereunder; provided, however, in the event actual costs exceed budgeted costs, such excess may be prorated and charged to the Units Owners separately from their Assessment, and will not require a Special Assessment or other extraordinary measure of collection.

ARTICLE III

Property Rights

Section 3.1 <u>Units</u>. Each Unit will for all purposes constitute a separate parcel of real property which, subject to the provisions of this Master Deed, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of the Condominium Act and this Master Deed, will be entitled to the exclusive ownership and possession of his Unit.

Section 3.2 <u>Description of Units.</u>

- (a) The dimensions, area and location of the Units are as set forth on Exhibit "C" attached hereto and are generally intended to include the following:
- (1) Each Unit contains all space within the area bounded by the unfinished interior surface of the perimeter walls, windows, window frames, doors and door frames and trim, and the lowest floor and the uppermost ceiling of such Unit. Bearing walls located within the interior of a Unit are Common Areas, not part of the Unit, except the finished surfaces thereof. Each Unit includes the appliances and cabinetry located therein, and the carpeting and paint on such unfinished floors, ceilings and wall surfaces.
- (2) Each Unit will include the heating, hot water and air conditioning apparatus exclusively serving the Unit, excluding the central air conditioning on the roof.
- (b) The Regime consists of fifty (50) residential Units separately designated in Exhibit "C" to this Master Deed, not including any Units added in additional Phases to the Regime in accordance with the provisions of this Master Deed. The Building contains: four (4) residential Units on the terrace level; six (6) residential Units on the first floor; seven (7) residential Units per floor on the second, third, fourth, fifth, and sixth floors; and five (5) residential Units on the seventh floor. The Units are generally described as follows:
- (1) Units T1 and T4. Each of these Units contains approximately 2164 square feet in heated space and 0 square feet in storage. Each of these Units has three bedrooms, three baths, kitchen, living and dining rooms, and foyer area. Each of these Units has a Limited Common Area balcony and terrace totaling approximately 513 square feet. These Units are identified as a "DT" unit type on the Unit plans, attached as Exhibit "C". Unit T1. This Unit has the kitchen on the right side and master bedroom on the left side as one enters the Unit through the foyer area. Unit T4. This Unit has the kitchen on the left side and master bedroom on the right side as one enters the Unit through the foyer area.
- (2) Units T2 and T3. Each of these Units contains approximately 1869 square feet in heated space and 16 square feet in storage. Each of these Units has two bedrooms, two baths, kitchen, living/dining room, and foyer area. Each of these Units has Limited Common Area balconies totaling approximately 317 square feet. These Units are identified as an "AT" unit type on the Unit plans, attached as Exhibit "C". Unit T2. This Unit has the kitchen on the right side and master bedroom on the left side as one enters the Unit through the foyer area. Unit T3. This Unit has the kitchen on the left side and master bedroom on the right side as one enters the Unit through the foyer area.

- (3) Units 101 and 106. Each of these Units contains approximately 2040 square feet in heated space and 0 square feet in storage. Each of these Units has two bedrooms, two baths, kitchen, living and dining rooms, and foyer area. Each of these Units has Limited Common Area balconies totaling approximately 404 square feet. These Units are identified as an "E1" unit type on the Unit plans, attached as Exhibit "C". Unit 101. This Unit has the second bedroom on the right side and living and dining rooms on the left side as one enters the Unit through the foyer area. Unit 106. This Unit has the second bedroom on the left side and living and dining rooms on the right side as one enters the Unit through the foyer area.
- (4) Units 102 and 105. Each of these Units contains approximately 1890 square feet in heated space and 0 square feet in storage. Each of these Units has three bedrooms, two baths, kitchen, living and dining rooms, and foyer area. Each of these Units has a Limited Common Area balcony totaling approximately 383 square feet. These Units are identified as a "D1" unit type on the Unit plans, attached as Exhibit "C". Unit 102. This Unit has the kitchen on the right side and master bedroom on the left side as one enters the Unit through the foyer area. Unit 105. This Unit has the kitchen on the left side and master bedroom on the right side as one enters the Unit through the foyer area.
- (5) Units 103 and 104. Each of these Units contains approximately 1867 square feet in heated space and 35 square feet in storage. Each of these Units has two bedrooms, two baths, kitchen, living/dining room, and foyer area. Each of these Units has Limited Common Area balconies totaling approximately 346 square feet. These Units are identified as an "A1" unit type on the Unit plans, attached as Exhibit "C". Unit 103. This Unit has the kitchen on the right side and master bedroom on the left side as one enters the Unit through the foyer area. Unit 104. This Unit has the kitchen on the left side and master bedroom on the right side as one enters the Unit through the foyer area.
- (6) Units 201, 207, 301, 307, 401, 407, 501, 507, 601, and 607. Each of these Units contains approximately 2106 square feet in heated space and 0 square feet in storage. Each of these Units has two bedrooms, two baths, kitchen, living and dining rooms, and foyer area. Each of these Units has Limited Common Area balconies totaling approximately 428 square feet. These Units are identified as an "E" unit type on the Unit plans, attached as Exhibit "C". Units 201, 301, 401, 501, and 601. These Units have the second bedroom on the right side and living and dining rooms on the left side as one enters the Unit through the foyer area. Units 207, 307, 407, 507, and 607. These Units have the second bedroom on the left side and living and dining rooms on the right side as one enters the Unit through the foyer area.
- Of these Units contains approximately 1956 square feet in heated space and 0 square feet in storage. Each of these Units has three bedrooms, two baths, kitchen, living and dining rooms, and foyer area. Each of these Units has a Limited Common Area balcony totaling approximately 382 square feet. These Units are identified as a "D" unit type on the Unit plans, attached as Exhibit "C". Units 202, 302, 402, 502, and 602. These Units have the kitchen on the right side and master bedroom on the left side as one enters the Unit through the foyer area. Units 206, 306, 406, 506, and 606. These Units have the kitchen on the left side and master bedroom on the right side as one enters the Unit through the foyer area.

- PH4. Each of these Units contains approximately 2332 square feet in heated space and 21 square feet in storage. Each of these Units has three bedrooms, two baths, kitchen, living and dining rooms, sunroom, and foyer area. Each of these Units has a Limited Common Area balcony totaling approximately 97 square feet. These Units are identified as a "B" unit type on the Unit plans, attached as Exhibit "C". Units 203, 303, 403, 503, 603, and PH2. These Units have the second and third bedrooms on the right side and master bedroom on the left side as one enters the Unit through the foyer area. Units 205, 305, 405, 505, 605, and PH4. These Units have the second and third bedrooms on the left side and master bedroom on the right side as one enters the Unit through the foyer area.
- (9) Units 204, 304, 404, 504, 604, and PH3. Each of these Units contains approximately 2425 square feet in heated space and 0 square feet in storage. Each of these Units has three bedrooms, two baths, kitchen, living and dining rooms, and foyer area. Each of these Units has a Limited Common Area balcony totaling approximately 538 square feet. These Units are identified as a "C" unit type on the Unit plans, attached as Exhibit "C". These Units have the second and third bedrooms on the right side and master bedroom on the left side as one enters the Unit through the foyer area.
- (10) Units PH1 and PH5. Each of these Units contains approximately 3952 square feet in heated space and 0 square feet in storage. Each of these Units has three bedrooms, three baths, kitchen, living and dining rooms, and foyer area. Each of these Units has Limited Common Area balconies totaling approximately 755 square feet. These Units are identified as a "F" unit type on the Unit plans, attached as Exhibit "C". Unit PH1. This Unit has the second and third bedrooms on the right side and living and dining rooms on the left side as one is standing in the bedroom foyer facing the master bedroom. Unit PH5. This Unit has one is standing in the bedroom foyer facing the master bedroom.
- (c) The Units are shown generally on the Plans attached as Exhibit "C", however the Owners may have made interior alterations to the Plans of a Unit which are not shown in Exhibit "C".
- Section 3.3 <u>Modification of Units</u>. The Developer, on behalf of itself, its successors and assigns, hereby reserves the right to modify or reconstitute, at any time and from time to time, one or more Units owned by Developer or its affiliates without the consent of the Association or any Owner other than those who may be directly affected; provided, however, that the aggregate Percentage Interest assigned to the Units so affected will not change even though the same may be reallocated among such Units. If Developer makes any changes in Units pursuant to this Section, such changes will be reflected by an amendment of this Master Deed which will be duly recorded in the Charleston County RMC. Such amendment will not require the consent of Owners other than the Developer.

Section 3.4 Common Area and Limited Common Area.

- (a) <u>Description of Common Area</u>. The Common Area is depicted and graphically described in Exhibit "C", and includes, but is not necessarily limited to the following:
- (1) The Land on which the Building is to be constructed, together with all of the other real property described in Exhibit "A";
- (2) The foundations, main walls, roofs, utility rooms, property management rooms, halls, vestibules, corridors, railings in the corridors, breezeways, lobbies, stairways, and communication ways of the Building;
- (3) The sprinkler system, yards, gardens, patio, shrubs, planter boxes, exterior lights, fire alarms, fire hoses, signs, maintenance equipment, and storm drainage system, except as otherwise provided or stipulated;
- (4) The compartments or installations of central services such as power, light, telephone, television, cold and hot water, surveillance cameras and screens, refrigeration, generator, fuel tank and water pump, and the like;
- (5) The driveways, roundabouts, and parking areas shown and depicted on the attached Site Plan in Exhibit "C";
- (6) The garage parking area located on the terrace level as shown and depicted on the attached Basement Plan in Exhibit "C";
- (7) The plaza lobby area located on the first floor as shown and depicted on the attached First Floor Plan Plaza Level in Exhibit "C", including but not necessarily limited to: entry area, vestibule, lobby, concierge area, fire control room, package area, library, guest suite, bathrooms, utility rooms, corridors, nooks, and social room;
- (8) The air conditioning compressors and equipment serving the Common Area. The air conditioning compressors and equipment on the roof serving the Units shall be Limited Common Area, limited to the use of the Units they serve;
- (9) All other elements of the property rationally of common use or necessary to its existence, upkeep, and safety; and
 - (10) In general, all devices or installations existing for common use.
- (b) <u>Description of Limited Common Area</u>. The Limited Common Area is depicted and graphically described in Exhibit "C", and includes, but is not necessarily limited to the following:
- (1) Any mailboxes, porches, balconies, floor, ceiling, railings and walls, entrance or exit ways, and all exterior doors and windows or other fixtures designed to

serve one or more but less than all Units are Limited Common Area allocated exclusively to such Unit or Units;

- (2) If any flue, duct, wire, conduit, load bearing wall, load bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion serving only that Unit is a Limited Common Area allocated solely to that Unit:
- (3) The air conditioning compressors and equipment on the roof of the Building are Limited Common Area, limited to the use of the Unit the air conditioning compressor serves;
- (4) The storage, trash, and maintenance rooms designated as Limited Common Area on the attached floor plans in Exhibit "C"; and
- (5) The six (6) elevators serving the Building are all Limited Common Area, limited to the use of the Units each elevator provides access to.
- (i) **Elevator** #1 provides access, either directly or via a Common Area corridor, to the following Units: T1, T2, T3, T4, 101, 102, 103, 104, 105, 106, 206, 207, 306, 307, 406, 407, 506, 507, 606, 607, and PH5.
- (ii) Elevator #2 provides access, either directly or via a Common Area corridor, to the following Units: T1, T2, T3, T4, 101, 102, 103, 104, 105, 106, 205, 206, 207, 305, 306, 307, 405, 406, 407, 505, 506, 507, 605, 606, 607, PH4, and PH5.
- (iii) Elevator #3 provides access, either directly or via a Common Area corridor, to the following Units: T1, T2, T3, T4, 101, 102, 103, 104, 105, 106, 204, 205, 304, 305, 404, 405, 504, 505, 604, 605, PH3, and PH4.
- (iv) **Elevator** #4 provides access, either directly or via a Common Area corridor, to the following Units: T1, T2, T3, T4, 101, 102, 103, 104, 105, 106, 203, 204, 303, 304, 403, 404, 503, 504, 603, 604, PH2, and PH3.
- (v) **Elevator** #5 provides access, either directly or via a Common Area corridor, to the following Units: T1, T2, T3, T4, 101, 102, 103, 104, 105, 106, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 502, 503, 601, 602, 603, PH1, and PH2.
- (vi) **Elevator** #6 provides access, either directly or via a Common Area corridor, to the following Units: T1, T2, T3, T4, 101, 102, 103, 104, 105, 106, 201, 202, 301, 302, 401, 402, 501, 502, 601, 602, and PH1.
- (c) <u>Percentage Interest</u>. The Owners will own the Common Area as tenants-in-common, with each Unit having, appurtenant thereto, the Percentage Interest in the Common Areas set forth in Exhibit "D" attached hereto; provided, however, that the use of the Limited Common Area will be restricted as set forth in Section 3.4(g). The Percentage Interest appurtenant to each Unit has been determined by dividing the Assigned Value of the respective

Unit as shown on Exhibit "D" by the aggregate Assigned Value of all Units as shown on Exhibit "D." The value assigned to any Unit in Exhibit "D" does not represent the sales price or market value of the Unit and will only be utilized for purposes of computing the Percentage Interest appurtenant to the respective Unit.

- (d) <u>Inseparability of Percentage Interests</u>. The Percentage Interest in the Common Area cannot be separated from the Unit to which it appertains and will be automatically conveyed or encumbered with the Unit even though such Percentage Interest is not expressly mentioned or described in the deed or other instruments.
- (e) <u>No Partition</u>. The Common Area will remain undivided and no right to partition the same or any part thereof will exist except as provided in the Condominium Act, the Bylaws and this Master Deed.
- with the intended purposes without hindering the exercise of or encroaching upon the rights of other Owners. The Board of Directors will, if any question arises, determine the purpose for which a part of the Common Area is intended to be used, including but not limited to the right of the Board to assign some or all of the parking spaces to individual Units. All Owners and lessees of Owners, their families, invitees and guests will abide by all Rules and Regulations from time to time in effect governing the use of the Common Area.
- (g) <u>Use of Limited Common Area</u>. Anything to the contrary contained herein notwithstanding, ownership of each Unit will entitle the Owner or Owners thereof to the exclusive use of the Limited Common Area adjacent and appurtenant to such Unit, which exclusive use may be delegated by such Owner to persons who reside in his Unit. All Owners and lessees of Owners, their families, invitees and guests will abide by all Rules and Regulations from time to time in effect governing the use of the Limited Common Area. An Owner will be responsible for maintenance and repair of the Limited Common Area appurtenant to his Unit as set forth in Article VIII, Section 8.3 below. The Board of Directors may assign some or all of the storage rooms located on the Terrace level, as shown in Exhibit "C", to individual Units.
- (h) <u>Reservation of Easements and Use and Expansion Rights</u>. The Common Areas will be subject to all easements and use rights, if any, reserved by the Developer hereunder and the right of the Developer to expand the Regime by construction of additional Units pursuant to Article XIII.
- Section 3.5 Status of Title of Condominium. The Developer represents to the Association and all the Owners that, as of the effective date hereof, the Developer has marketable, fee simple title to the Condominium. The rights and interests of all Owners in and to the Condominium will be subject only to (i) liens for real estate taxes for the current year and subsequent years; (ii) existing and/or recorded easements, conditions, covenants, declarations, reservations and restrictions including, without limitation, those set forth in this Master Deed and in the Declaration of Covenants and Restrictions for Bridgeside at Patriot's Point dated September 14, 2000 and recorded in the Charleston County RMC Office in Book Z354 at Page 785 ("Bridgeside CC&Rs"); (iii) easements and use rights, if any, reserved by the Developer

hereunder; (iv) applicable governmental regulations, including zoning laws, which may be imposed upon the Condominium from time to time; and applicable Special Improvement District regulations and assessments which may be imposed on the Condominium from time to time. Furthermore, the Condominium, including each Unit, the Common Area, and the Limited Common Area are further declared to be subject to the covenants, conditions, restrictions and easements under Renaissance on Charleston Harbor Covenants and any subsequent amendments thereto.

Limited Warranty From Developer. FOR A PERIOD OF ONE (1) YEAR Section 3.6 FROM THE DATE OF COMPLETION OF CONSTRUCTION (BEING THE LATER OF SUBSTANTIAL COMPLETION UNDER THE CONSTRUCTION CONTRACT, OR THE DATE A CERTIFICATE OF OCCUPANCY IS ISSUED THEREFOR), THE DEVELOPER SHALL AT NO COST TO THE ASSOCIATION REPAIR OR REPLACE (IN THE DEVELOPER'S DISCRETION) ANY PORTIONS OF THE COMMON AREA (EXCEPT COVERED BY **SEPARATE** ACCESSORIES AND APPLIANCES WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS) WHICH ARE DEFECTIVE AS TO MATERIALS OR WORKMANSHIP. THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND THE DEVELOPER DISCLAIMS ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF THE DEVELOPER SHALL BE LIMITED TO SUCH REPAIR OR REPLACEMENT AND THE DEVELOPER SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE OUT OF THE LAW OF CONTRACT, TORT OR OTHERWISE, OR PURSUANT TO STATUTE OR ADMINISTRATIVE REGULATION. Each Owner, in accepting a deed from the Developer or any other party to a Unit, expressly acknowledges and agrees that this Section establishes the sole liability of the Developer to the Association and the Owners related to defects in the Common Area and the remedies available with regard thereto. Any disputes arising out of or related to this Section shall be subject to the alternative dispute resolution provisions of Article XIV of this Master Deed.

ARTICLE IV

Assessments

Section 4.1 <u>Creation of Lien and Personal Obligation for Assessments</u>. Each Unit is and will be subject to a lien and permanent charge in favor of the Association for the Assessments set forth herein. Each Assessment, together with interest thereon and cost of collection thereof as hereinafter provided, will be a permanent charge and continuing lien upon the Unit against which it relates, and will also be the joint and several personal obligation of each Owner of such Unit at the time the Assessment comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Unit, and each and every Owner by acquiring or holding an interest in any Unit thereby covenants to pay such amounts to the Association when the same will become due; provided, however, that no Owner acquiring title to

any Unit at a foreclosure sale of any Institutional Mortgage, his successors and assigns, will have any personal obligation with respect to the portion of any Assessments (together with late charges, interest, fees and costs of collection) related to such Unit, the lien for which is subordinate to the lien of the Institutional Mortgage being foreclosed as provided in Section 4.6.

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

The Annual Assessment will not be used to pay for the following:

- (a) Casualty insurance of individual Owners on their possessions within the Units and liability insurance of such Owners insuring themselves and their families individually, which will be the sole responsibility of such Owners;
- (b) Long distance telephone or electrical utility charges for each Unit, which will also be the sole responsibility of the Owners of such Units;
 - (c) Ad valorem taxes assessed against Units; or
- (d) Other charges or expenses related solely to individual use or occupancy of any Unit.

It is anticipated that ad valorem taxes and other governmental assessments, if any, upon the Condominium will be assessed by the taxing authority upon the Unit, and that each assessment will include the assessed value of the Unit and of the undivided interest of the Owner in the Common Area; provided, however, that for the current calendar year, the ad valorem taxes will be based upon the condition of the Land as of January I, and the Developer will be liable for that portion of the taxes applicable to the period prior to the recordation of this Master Deed. When current ad valorem taxes are due and payable, the remainder of the ad valorem taxes for the current calendar year will be prorated between the Developer and each Owner based upon the Owner's Percentage Interest and based upon the number of days each owned the Unit as evidenced by the date of the Unit Deed. Any such taxes and governmental assessments upon the Condominium which are not so assessed will be included in the Association's budget as a recurring expense and will be paid by the Association as a Common Expense. Except as otherwise provided herein, each Owner is responsible for making his own return of taxes and

such return will include such Owner's undivided interest in the Common Area as such undivided interest is determined by law for purposes of returning taxes.

Section 4.3 Special Assessments. In addition to the Annual Assessments, the Board of Directors may levy in any calendar year "Special Assessments" for the purpose of (i) supplementing the Annual Assessments if the same are inadequate to pay the Common Expenses, (ii) paying any special assessments levied in accordance with the Bridgeside CC&Rs or by a Special Improvement District and (iii) defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of the Common Area; provided, however, that any such Special Assessment which in the aggregate exceeds twenty percent (20%) of the total Annual Assessments for such year will have the assent of Members representing a majority of the Members, voting in person or by proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such Special Assessment.

Section 4.4 <u>Date of Commencement of Annual Assessments; Due Dates.</u> Although the Annual Assessment is calculated on a yearly basis for the Annual Assessment Period, each Owner of a Unit will be obligated to pay to the Association or its designated agent such Assessment in equal monthly installments on or before the first day of each month during such Annual Assessment Period.

The obligations of Owners regarding the payment of monthly portions of the Annual Assessment provided for in this Article will, as to each Unit, commence upon the recording of this Master Deed. The first monthly payment of the Annual Assessment for each such Unit will be an amount equal to the monthly payment for the Annual Assessment Period in progress on such commencement date, divided by the number of days in the month of conveyance, and multiplied by the number of days then remaining in such month.

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

Section 4.5 <u>Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association.</u>

(a) If an Assessment is not paid on the date when due, as hereinabove provided, then such Assessment together with such late charges and interest thereon and any costs of collection thereof as hereafter provided, will be a charge and continuing lien on the Unit to which it relates, and will bind such property in the hands of the Owner, his heirs, legal representatives, successors, and assigns. The personal obligation of the then Owner to pay such Assessment, however, will remain his personal obligation, and if his successors in title assume his personal obligation, such prior Owner will nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer. Furthermore, such prior Owner and his successor in title who assumes

such liabilities will be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and his successor in title creating the relationship of principal and surety as between themselves, other than one by virtue of which such prior Owner and his successor in title would be jointly and severally liable to pay such amounts.

- (b) Any Assessment which is not received within ten (10) days of the due date thereof, or within any established grace period, will incur a late charge of twenty-five (\$25.00) dollars or such greater amount as may be set by the Board of Directors. If so directed by the Board of Directors with respect to all late payments, Assessments and late charges will commence to accrue simple interest at the rate of eighteen percent (18%) per annum. In addition, in the event any Assessment is not received within thirty (30) days of the due date thereof, the Association will have the right to declare the balance of the Assessment for the Annual Assessment Period then in effect immediately due and payable upon written notice to the defaulting Owner.
- The Association may bring legal action against the Owner personally (c) obligated to pay the same or foreclose its lien against the Unit to which it relates or pursue both such courses at the same time or successively. In any event, the Association will be entitled also to recover reasonable attorney's fees actually incurred and all other costs of collection. Each Owner, by his acceptance of a deed or other transfer of a Unit, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. All Owners, to the fullest extent permitted by law, waive the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by the Association against any Owner in the event of such foreclosure and further, waive all benefits that might accrue to any Owner by virtue of any present or future homestead exemption or law exempting any Unit or portion thereof from sale. If the Association commences to foreclose its lien, the Owner may be required to pay a reasonable rental for the Unit after the commencement of the action and at its option the Association will be entitled to the appointment of a receiver to collect such rents. The Association will have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may be relieved from liability from the Assessment provided for herein by abandonment of his Unit or otherwise.
- (d) During any period in which an Owner will be in default in the payment of any Annual or Special Assessment levied by the Association, the voting rights of the Owner and the rights of the Owner and lessees of the Owner, their families, invitees and guests, to use and enjoy the recreational areas of the Common Area may be suspended by the Board of Directors until such time as the Assessment has been paid.

Section 4.6 Subordination of the Charges and Liens to Institutional Mortgages.

(a) The lien and permanent charge for the Assessments (together with late charges, interest, fees and cost of collection) authorized herein with respect to any Unit is hereby made subordinate to the lien of any holder of an Institutional Mortgage or his assigns placed on such Unit, and all Assessments with respect to such Unit having a due date on or prior to the date such Institutional Mortgage is filed for record have been paid. The lien and permanent charge

hereby subordinated is only such lien and charge as relates to Assessments authorized hereunder having a due date subsequent to the date such Institutional Mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such Institutional Mortgage.

- (b) Such subordination is merely a subordination and will not relieve the Owner of the mortgaged Unit of his personal obligation to pay all Assessments coming due at a time when he is the Owner; will not relieve such Unit from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure); and no sale or transfer of such Unit to the Mortgagee or to any other person pursuant to a foreclosure sale will relieve any previous Owner from liability for any Assessment coming due before such sale or transfer.
- (c) To the extent any subordinated lien and permanent charge for any Assessment is extinguished by foreclosure of any Institutional Mortgage, then the amount or amounts otherwise secured thereby which cannot otherwise be collected will be deemed a Common Expense collectible from all Owners, including the person who acquires title through the foreclosure sale.
- Section 4.7 <u>Reserves</u>. The Board of Directors will establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Area. The Board of Directors will include amounts needed to maintain an adequate reserve fund in its estimation of the Common Expenses for each fiscal year and will cause deposits to the reserve fund to be made in connection with the collection of the Annual Assessment.
- Section 4.8 <u>Working Capital Assessment</u>. Notwithstanding anything to the contrary in this Master Deed, a working capital fund will be established for the Association by collecting from each Owner who acquires title to his Unit from the Developer a working capital assessment amounting to 2/12ths of the Annual Assessment then in effect ("Working Capital Assessment"), which Working Capital Assessment will be due and payable at the time of transfer of each Unit by the Developer to any other Owner. Each such Owner's share of working capital, as aforesaid, will be transferred to the Association at the time of closing the conveyance from the Developer to the Owner and shall be used to meet unforeseen expenditures or purchase any additional equipment or services for the Association. Such sum is and will remain separate and distinct from the Annual Assessment and will not be considered advance payment of the Annual Assessment. Such sum shall not be used by the Developer to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits.

ARTICLE V

Insurance and Casualty Losses

Section 5.1 Hazard Insurance.

(a) The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a "master" or "blanket" type policy or policies of property insurance

covering the entire Condominium, except (i) land, foundation, excavation, or other items normally excluded from coverage; (ii) all improvements and betterment made to Units by Owners at their expense that are not shown on the as-built plans on file with the Association; and (iii) personal property of Owners and lessees of Owners, their families, invitees and guests. Such coverage will also insure supplies, equipment and other personal property of the Association. All policies of property insurance will be single entity condominium insurance coverage. The master insurance policy will afford, at a minimum, protection against loss or damage by fire and other perils normally covered by standard extended coverage endorsements; and all other perils which are customarily covered with respect to condominium projects similar in construction, location and use, including all perils normally covered by a standard "all risk" endorsement, where such is available. The policy will be in an amount equal to one hundred (100%) percent of the current replacement cost of the Condominium, exclusive of land, foundations, excavation, and other items normally excluded from coverage. A "deductible amount" not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount may be included at the discretion of the Board of Directors if a material savings, as determined by the Board in its sole discretion, in premium cost results therefrom, but the deductible amount will be considered a Common Expense and borne by the Association regardless of the number of Owners directly affected by the loss and reserves will be established therefor.

- (b) The name of the insured under the master policy will be substantially as follows: "Renaissance on Charleston Harbor Homeowners' Association for the use and benefit of the Individual Owners of Units in Renaissance on Charleston Harbor Horizontal Property Regime." Loss payable provisions will be in favor of the Association and the Trustee, as a trustee for each Owner, and each such Owner's Mortgagee as the interests of such parties may appear. Each Owner and his respective Mortgagee, if any, will be beneficiaries of the policy in a percentage equal to the Percentage Interest attributable to the Unit owned by such Owner. All policies will contain a standard mortgagee clause, or equivalent endorsement (without contribution), which is commonly accepted by Institutional Mortgage investors in the area in which the Condominium is located, and which appropriately names all Mortgagees or their servicer in such form as requested by such Mortgagees or their servicer.
- c) All policies will be written with a company holding a general policyholder rating of "A" or better by Best's Insurance Reports and in a financial category of Class VI or better in Best's Key Rating Guide. Policies are unacceptable where (i) under the terms of the insurance carrier's charter, bylaws or policy, contributions or assessments may be made against the Association, Owners, Mortgagees or the designees of Mortgagees; (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members; or (iii) the policy includes any limiting clause (other than insurance provisions) which could prevent Mortgagees or Owners from collecting insurance proceeds. Policies may not be cancelable or substantially modified by any party without at least ten (10) days prior written notice to the Association and each Mortgagee which is listed as a scheduled holder of a first Mortgage in the insurance policy. Policies should also contain a "special condominium endorsement" or its equivalent which provides for the following: recognition of any insurance trust agreement; a waiver of the rights of subrogation against Owners individually; the insurance is not prejudiced by any act or negligence of

individual Owners which is not under the control of the Association or such Owners collectively; and the policy is primary in the event the Owner has other insurance covering the same loss.

- (d) The Association will provide copies of all policies to Owners and/or Mortgagees requesting the same for a charge not to exceed reasonable copying costs.
- Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner will be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Owners and their Mortgagees, may realize under any insurance policy which the Association may have in force on the Condominium at any particular time. Any diminution in insurance proceeds otherwise payable under the Association's policies that results from the existence of any Owner's policy will be chargeable to the Owner who acquired such other insurance. Any Owner who obtains an individual insurance policy covering any portion of the Condominium, other than the personal property belonging to such Owner, will file a copy of such policy with the Association within thirty (30) days after purchasing such insurance. Each Owner, at his own expense, may obtain on his Unit or the contents thereof, title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterment and personal property damaged and lost. In addition, any improvements made by an Owner within his Unit and not shown on the as-built plans on file with the Association may be separately insured by the Owner under an "improvements insurance" policy or rider; provided, however, if an Association's policy provides such "improvements insurance," any diminution in the Association's insurance proceeds resulting from the existence of an Owner's "improvements insurance" will be chargeable to such Owner. Each Owner will be required to notify the Association of all improvements made by such Owner to his Unit, the value of which exceeds \$10,000.00.
- Liability Insurance. The Association will obtain, maintain and pay the Section 5.2 premiums, as a Common Expense, upon a policy of comprehensive general liability insurance coverage covering at a minimum all of the Common Area. Coverage limits will be in amounts generally required by private Institutional Mortgage holders for projects similar in construction, location and use to the Condominium; provided, however, that such coverage will be for at least \$1,000,000 for bodily injury, including death of persons, and property damage arising out of a single occurrence. Coverage under this policy will include, without limitation, legal liability to the insured for property damage, bodily injury and death of persons in connection with the operation, maintenance and use of the Common Area and legal liability arising out of law suits related to employment contracts in which the Association is a party. If the policy does not include "severability of interest" in its terms, an endorsement will be included which precludes the insurer's denial of the claims of an Owner because of the negligent acts of the Association or another Owner. Such policy must provide that it cannot be canceled or substantially modified, by any party, without at least thirty (30) days prior written notice to the Association and each Mortgagee listed as a scheduled holder of a first Mortgage in the insurance policy.
- Section 5.3 <u>Fidelity Bonds and Other Insurance</u>. The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds belonging to or administered by the Association, including any

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

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

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

Section 5.4 <u>Authority to Adjust Loss</u>. The exclusive authority to negotiate, settle and otherwise deal in all respects with insurers and adjust all losses under policies provided for herein will be vested in the Board of Directors or its duly authorized agent for the benefit of all Owners and Mortgagees; provided, however, that all Owners and Mortgagees having an interest in such loss will be advised in advance of all actions anticipated to be taken of a material nature related to the adjustment of the loss. Each Owner, in accepting a deed to a Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person on all matters related to the authority granted in this Section, including executing all documents required in connection therewith on behalf of the Owner.

Section 5.5 Trustee.

- (a) The Board of Directors may, from time to time, designate a third party Trustee hereunder. The Trustee, whether the Board of Directors acting in said capacity, or a third-party designated by the Board, will serve the Association and the Owners and their Mortgagees (as their interests may appear) as provided herein. Any third-party Trustee, but not the Board of Directors acting in such capacity, will be entitled to receive reasonable compensation for services rendered which will be a Common Expense of the Association.
- (b) All insurance policies obtained by the Association will name the Association and the Trustee as loss payees. Immediately upon the receipt by the Association of any insurance proceeds, the Association will endorse the instrument by means of which such proceeds are paid and deliver the instrument to the Trustee. The Trustee will not be liable for

payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor will the Trustee have any obligation to inspect the Condominium to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

- (c) Among other things, the duties of the Trustee will be to receive proceeds delivered to it, hold such proceeds in trust for the benefit of the Owners and their Mortgagees, and disburse the proceeds as hereinafter provided.
- (d) Proceeds of insurance policies received by the Trustee will be disbursed as follows:
- (i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposes, will be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs will be paid to the Association for the benefit of all Owners and their Mortgagees, if any;
- (ii) If it is determined, as provided in Section 5.6, that the damage or destruction for which the proceeds are paid will not be repaired or reconstructed, such proceeds will be disbursed to such persons as therein provided;
- (iii) Any and all disbursements of funds by the Trustee for any purpose whatsoever will be made pursuant to and in accordance with a certificate of the Association signed by the President and attested by the Secretary directing the Trustee to make the disbursements;
- (iv) If the damage or destruction is to the Common Area and is to be repaired or reconstructed, two days prior written notice of each disbursement will be given to the Mortgagee known by the Trustee from the records of the Association to have the largest interest in or lien upon such Common Area; and if the damage or destruction is to one or more Units and is to be repaired or reconstructed, said notice will also be given to the Mortgagee or Mortgagees known to the Trustee from the records of the Association to have an interest in or lien upon such Unit or Units.
- (e) The Trustee will not incur liability to any Owner, Mortgagee or other person for any disbursements made by it in good faith pursuant to and in accordance with the foregoing requirements.

Section 5.6 Damage and Destruction.

(a) Immediately after all or any part of the Condominium covered by insurance is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the damaged property to substantially the same conditions in which it

existed prior to the fire or other casualty, with each Unit and the Common Area having the same vertical and horizontal boundaries as before, as per the as-built plans on file with the Association.

- (b) Any such damage or destruction to the Condominium will be repaired; provided, however, that any such damage which requires the reconstruction of the whole or more than two-thirds (2/3) of the Condominium will not be undertaken unless sixty-seven percent (67%) of the Members agree, voting in person or by proxy at a meeting at which a quorum is present, duly called, in whole or in part, for the purpose of disapproving such repair or reconstruction. If the Condominium is not reconstructed, all insurance proceeds will be delivered in accordance with the provisions of Section 5.6(c) below, subject to the Mortgagee protection provisions of Article XII. Except as otherwise provided, any such damage or destruction which renders any Unit untenantable or uninhabitable, or any such damage or destruction to the Common Area, will be repaired and reconstructed as promptly as practicable. No Mortgagee will have any right to restrict the use of insurance proceeds otherwise available for repair, reconstruction or rebuilding.
- (c) In the event that it is determined by the Association in the manner prescribed above that the damage or destruction will not be repaired, reconstructed or rebuilt, then and in that event:
- (i) The Condominium will be owned by the Owners as tenants-in-common;
- (ii) The undivided interest in the Condominium of each Owner will be a percentage equal to the Percentage Interest appurtenant to the Unit theretofore owned by the Owner;
- (iii) All liens affecting any of the Units will be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owners of the respective Units;
- (iv) The Condominium will be subject to an action for partition at the instance of any Owner, in which event the net proceeds of the sale will be deposited with the Trustee;
- (v) The Association will proceed to satisfy all of its liabilities and convert all of its assets to cash which will be deposited with the Trustee;
- (vi) The proceeds from the sale of the Condominium, the liquidation of the assets of the Association and the insurance proceeds related to the damage or destruction to the Condominium will be considered one fund which, after paying the reasonable expenses of the Trustee, will be distributed to all the Owners and their respective Mortgagees as their interests may appear in percentages equal to the Percentage Interests of said Owners. Distributions to such Owners and their Mortgagees will be made pursuant to certificates provided for in Section 5.5.

Section 5.7 Insufficient Proceeds to Repair.

- (a) If the damage or destruction for which the insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, or if no insurance proceeds exist with respect to such damage or destruction, the Board of Directors will levy an Assessment against the Owners of damaged or affected Units in sufficient amounts to provide funds to pay costs in excess of insurance proceeds for repair or reconstruction. Additional Assessments may be made at any time during or following the completion of any repair or reconstruction. That portion of such Assessments levied against each Owner will be equal to that percentage computed by dividing the Percentage Interest appurtenant to such Owner's Unit by the aggregate Percentage Interests appurtenant to all Units damaged or affected.
- (b) Any and all sums paid to the Association under and by virtue of those Assessments provided for in Paragraph (a) of this Section will be deposited by the Association with the Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee will be disbursed as provided in Section 5.5.

ARTICLE VI

Condemnation

- Section 6.1 General. Whenever all or any part of the Condominium will be taken by any authority having the power of condemnation or eminent domain, each Owner will be entitled to notice thereof; provided, however, that the exclusive right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of the Common Area will be vested in the Board of Directors or its duly authorized agent on behalf of the Association. Each Owner, in accepting a deed to a Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person in all matters related to the authority granted in this Section, including executing all documents required in connection therewith on behalf of the Owner. The award made for such taking will be payable to the Trustee. Unless otherwise required by law at the time of such taking, any award made therefor will be disbursed by the Trustee, as hereinafter provided in this Article.
- Section 6.2 <u>Non-Essential Areas</u>. If the taking does not include any portion of any Unit or any portion of the Common Area essential to the continued occupancy of any Unit, then the Board of Directors will be permitted to replace any nonessential improvements to the extent deemed appropriate and the Trustee will disburse the proceeds of such awards in the same manner as hereinabove provided for and in connection with the repair, reconstruction or rebuilding of improvements after damage or destruction, with all excess proceeds to be distributed to the Association.
- Section 6.3 <u>Essential Areas</u>. If the taking includes any portion of a Unit or the Common Area essential to the use of any Unit, then the award will be disbursed, and all related

matters, including, without limitation, alteration of the Percentage Interests appurtenant to each Unit, will be handled, by (i) the Developer, for so long as the Developer has the right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association, and (ii) thereafter, the Board of Directors in a just and equitable manner to all Owners; provided, however, that all action of the Board of Directors will be pursuant to and in accordance with a plan approved by Members representing at least sixty-seven (67%) percent of the total votes of the Association voting in person or by proxy, at a meeting at which a quorum is present, duly called, in whole or in part, for the purpose of approving such in a duly recorded amendment to this Master Deed. In the event that such an amendment will not be recorded within ninety (90) days after the taking, then such taking will be deemed to be and will be treated as damage or destruction which will not be repaired or reconstructed as provided for in Section 5.6, whereupon the Regime will be terminated in the manner therein prescribed, subject to the Mortgagee protection provisions of Article XII.

ARTICLE VII

Architectural Control

Section 7.1 Approval Required for Exterior Changes. To preserve the original architectural appearance of the Condominium, after the purchase of a Unit from the Developer, its successors or assigns, no exterior construction of any nature whatsoever, except as specified in the Regime Documents, will be commenced or maintained upon any Building, including without limitation, the Limited Common Area, nor will there be any change, modification or alteration of any nature whatsoever of the design and appearance of any of the exterior surfaces or facades, nor will any Owner paint any gate, fence or roof, nor will any Owner change the design or color of the exterior lights, nor will any Owner install, erect or attach to any part of the exterior any addition or change until after the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same will have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors. The aforesaid approval will be in addition and antecedent to any such approval required under the Bridgeside CC&Rs.

Section 7.2 Approval Required for Interior Changes. Owners shall not perform any interior construction or upfitting on their Unit ("Interior Work") without first submitting the plans and specifications for such work to the Board of Directors for approval. All Interior Work on the Units shall be conducted in accordance with the Rules and Regulations of the Association. All Interior Work shall be performed only during the hours of 9:00a.m. to 5:00p.m., Monday through Friday, unless otherwise authorized by the Board of Directors, and shall not interrupt the utility services to other Units. The Rules and Regulations may include without limitation restrictions on the use of the elevators to transport materials and equipment and on the type of equipment permitted in the Building. Unless the Board agrees otherwise in writing, the Interior Work to an unfinished Unit must be completed within 180 days after the Owner takes title to the Unit from the Developer. Owners performing Interior Work shall have to maintain during

construction such liability and builder's risk insurance as required by the Board of Directors, naming the Association as additional insured.

ARTICLE VIII

Maintenance

Section 8.1 <u>Responsibility of Association</u>. Except as specifically provided to the contrary herein, the Association will maintain the Common Area in first class condition in accordance with proper maintenance procedures applicable thereto and will enforce all warranties with respect to the Common Area. In addition, the Association will repair or replace all parts of the Common Area as necessary. Except as otherwise provided herein, the cost of such will be charged to the Owners as a Common Expense.

THE ASSOCIATION IS RESPONSIBLE FOR INSURING THAT THE REGIME'S MANAGEMENT COMPANY CONDUCT, OR HAVE CONDUCTED AT THE ASSOCIATION'S EXPENSE, A VISUAL INSPECTION OF THE EXTERIOR COMMON AREAS OF THE BUILDINGS A MINIMUM OF TWICE A YEAR OR AS NECESSARY FOR THE PURPOSE OF DETERMINING NEEDED REPAIRS AND MAINTENANCE AND TO INSURE THAT THE BUILDING DOES NOT DETERIORATE AND COMPROMISE THE WATER TIGHTNESS OF THE EXTERIOR SURFACES. SAID VISUAL INSPECTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: (1) EXTERIOR SURFACES; (2) SEALANT AROUND DOORS, WINDOWS, AND ALL DISSIMILAR MATERIALS; (3) THE BALCONIES; (4) ROOF FLASHING AND ROOF PENETRATIONS AT MECHANICAL UNITS; AND (5) HANDRAIL SLEEVES AND ANCHORAGE.

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

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

repair thereto as necessary. If the Owner does not make those repairs required to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired by the Association and the cost thereof will be assessed against the Owner and Unit owned by such Owner.

Owners are hereby notified of the following Unit temperature control recommendations in order to insure proper humidity levels to protect woodwork, furniture, and electronic equipment in the Units: During the summer months, no higher than eighty (80°) degrees; during the winter months, no lower than fifty (50°) degrees. Owners are responsible for any damage to their Units or to the contents of their Units if these temperature control recommendations are not adhered to.

ARTICLE IX

Unit Restrictions

Section 9.1 <u>Units.</u> All Units will be, and the same are hereby restricted exclusively, for residential use. No immoral, improper, offensive or unlawful use will be made of any Unit and no use or condition will be permitted which is a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of any other portion of the Condominium by other Owners or lessees of Owners, their families, invitees and guests. All Units will be kept in a clean and sanitary condition and no rubbish, refuse or garbage will be allowed to accumulate. No fire hazard will be allowed to exist and no use or condition will be permitted which will increase any rate of insurance related to the Condominium. In addition, all Owners and lessees of Owners, their families, invitees and guests will abide by all Rules and Regulations in effect from time to time governing the use of Units.

Section 9.2 <u>Animals and Pets</u>. No animals, livestock or poultry of any kind will be raised, bred or kept on any part of the Condominium, except that dogs, cats or other normal household pets may be kept by the respective Owners inside their respective Units provided that they are not kept, bred or maintained for any commercial purpose and do not create any health hazard or, in the sole discretion of the Board of Directors, unreasonably disturb the peaceful possession and quiet enjoyment of any other portion of the Condominium by other Owners and lessees of Owners, their families, invitees and guests. Owners of pets must at all times comply with the Rules and Regulations pertaining to pet ownership and maintenance.

Section 9.3 Antennas. No television antenna, radio receiver, or other similar device will be attached to or installed on any portion of the Regime by an Owner, except as required by the Telecommunications Act of 1996 and implementing rules therefor issued by the Federal Communications Commission and by the Association in conformity with rules or guidelines of the Federal Communications Commission; provided, however, the Association, and its successors and assigns, will not be prohibited from (i) installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Regime, or (ii) leasing the Common Area, or portions thereof, for the purpose of installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Regime.

Section 9.4 <u>Leasing of Units</u>. Any Owner will have the right to lease or rent his Unit; provided, however, that all leases and rental contracts will be in writing, be for a lease term of 12 months or greater and will require the lessee to abide by all conditions and restrictions placed on the use and occupancy of the Unit and the Common Area by the Regime Documents. The Board of Directors will have the right to approve the form of all such leases and rental contracts at any time if it elects to do so. Occupancy by a tenant or renter under any such approved form of lease or rental contract is subject to continuing approval of the Board thereunder, which may be removed at any time by the Board for any violation by any such tenant or renter of the Rules and Regulations of the Association.

ARTICLE X

Easements

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

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

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

Section 10.4 <u>Easement for Construction</u>. Notwithstanding anything herein to the contrary, Developer and persons designated by the Developer will have an easement to enter upon and cross over the Common Areas for purposes of ingress and egress to all portions of the Condominium and the Expansion Land; to use portions of the Common Areas and any Units owned by the Developer for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the

performance of work respecting the Condominium and future phases of the Regime; and to maintain and correct drainage of surface, roof or storm water.

Section 10.5 <u>Easement over Expansion Land</u>. There is hereby granted to the Association and to the Owners an easement for ingress and egress over the Expansion Land until such time as the Expansion Land, or a portion thereof, is submitted to the Regime in future phases, subject only to the rules and regulations of the Association and of the Developer to ensure the safety of the Owners while construction is underway.

Section 10.6 <u>Easement for Sales Purposes</u>. Developer and persons designated by the Developer will have an easement to maintain one or more sales offices, management offices and models throughout the Condominium and to maintain one or more advertising signs on the Common Areas while the Developer is selling Units in the Condominium or any contemplated expansion thereof. Developer reserves the right to place models, management offices and sales offices in any Units owned by Developer and on any portion of the Common Area in such number, of such size and in such locations as Developer deems appropriate. So long as Developer will be selling Units in the Condominium or any contemplated expansion thereof, Developer will have the right to restrict the use of a reasonable number of parking spaces, for purposes including, but not limited to, the providing of spaces for use by prospective Unit purchasers, Developer's employees and others engaged in sales, maintenance, construction or management activities.

Section 10.7 No View Easements. No view easements, express or implied, will be granted to any Owner in connection with the conveyance of a Unit to such Owner. In accepting a deed to any Unit, the grantee will be deemed to have acknowledged and agreed that the Regime constitutes an expandable Condominium and that such Owner is acquiring no view easements with respect to his Unit.

Section 10.8 Other. There is hereby granted to the Association, its directors, officers, agents and employees and to any manager employed by the Association and to all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter upon the Condominium or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section will be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

ARTICLE XI

Assigned Value and Voting Rights

Section 11.1 <u>Units, Assigned Values, and Percentage Interests</u>. The Schedule of Percentage Interests contained in Exhibit "D" attached hereto shows the Assigned Value of each Unit as of the date of this Master Deed and the Percentage Interest appurtenant to such Unit for all purposes, and the aggregate Assigned Values of Units in Buildings of all phases which may be added to the Regime pursuant to Article XIII. The aggregate Assigned Values of Units in a Building to be added to the Regime in a future phase may be changed by the Developer at the

time Developer submits said Building and its Units to this Master Deed, provided that following such submission the total Assigned Values of all Units in the Condominium, if all phases are constructed and submitted, will not be greater or less than said total contained in Exhibit "D."

- Section 11.2 <u>Voting Rights</u>. Members and the Developer will be entitled to a vote in the Association and for all other purposes herein in accordance with the provisions of the Association's Articles of Incorporation attached hereto as Exhibit "F" and the By-Laws of the Association attached as Exhibit "G," and as the same may be hereafter amended.
- (a) Voting by Multiple Owners. When any Unit is owned in the name of two or more persons, other than husband and wife, or entities, whether fiduciaries, or in any manner of joint or common ownership, the vote for such Unit will be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting; or the vote will be exercised by such co-Owner, or his duly appointed proxy, as will be designated in a writing by all co-Owners and delivered to the Secretary of the Association and will remain effective for all meeting until revoked by the co-Owners in a similar writing or until such designation terminates pursuant to the terms of such writing.

ARTICLE XII

Rights of Eligible Mortgage Holders and Eligible Insurers or Guarantors

- Section 12.1 <u>Notice of Action</u>. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Unit number or address, any such eligible Institutional Mortgagee or eligible insurer or guarantor will be entitled to timely written notice of:
- (a) Any condemnation loss or any casualty loss which affects a material portion of the Regime or any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Institutional Mortgagee or eligible insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by a Owner of a Unit subject to a first Mortgage held, insured, or guaranteed by such Eligible Institutional Mortgagee or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Institutional Mortgagees as specified in this Master Deed.

- Section 12.2. Other Provisions for Eligible Institutional Mortgagees. To the extent permitted by applicable law, Eligible Institutional Mortgagees shall also be afforded the following rights:
- (a) Any restoration or repair of the Regime, after a partial condemnation or damage, due to an insurable hazard, shall be performed substantially in accordance with this Master Deed and the original as-built plans and specifications, unless other action is approved by eligible Institutional Mortgagees holding Mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible Institutional Mortgagees;
- (b) Any election to terminate the legal status of the Regime after substantial destruction or a substantial taking in condemnation of the Regime property must require the approval of eligible Institutional Mortgagees holding Mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible Institutional Mortgages;
- (c) No reallocation of interests in the Common Areas resulting from a partial condemnation or partial destruction of such a Regime may be effected without the prior approval of eligible Institutional Mortgagees holding Mortgages on all remaining Units, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Units subject to eligible Institutional Mortgages; and
- (d) When professional management has been previously required by any eligible Institutional Mortgagee, insurer, or guarantor, whether such entity became an eligible Institutional Mortgagee, insurer or, guarantor at that time or later, any decision to establish self-management by the Association shall require the prior consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible Institutional Mortgagees holding Mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible Institutional Mortgagees.
- Section 12.3. <u>Non-Material Amendments to Master Deed</u>. An addition or amendment to this Master Deed, By-Laws, or other exhibits shall not be considered material if it is for the purpose of correcting technical, scriveners or typographical errors or for clarification.
- Section 12.4. <u>Material Amendments to Master Deed</u>. In addition to the foregoing requirements, amendments of a material nature must be agreed to by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by eligible Institutional Mortgagees who represent at least fifty-one percent (51%) of the votes that are subject to Mortgages held by eligible Institutional Mortgagees. An eligible Institutional Mortgagee who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request. A change to any of the provisions governing the following would be considered as material:
 - (a) voting rights;

- (b) increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or the priority of the Assessment liens;
- (c) reductions in reserves for maintenance, repair, and replacement of Common Areas:
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common Areas, or rights to their use;
- (f) redefinition of any Unit boundaries;
- (g) convertibility of Units into Common Areas, or vice versa;
- (h) excluding the additional phases contained in the Expansion Land, expansion or contraction of the Regime, or the addition, annexation, or withdrawal of property to or from the Regime;
- (i) hazard or fidelity insurance requirements;
- (i) imposition of any restrictions on the leasing of the Units;
- (k) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit; and
- (l) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE XIII

The Development Plan For The Condominium

Section 13.1 <u>Reservation of Right to Expand</u>. Anything to the contrary contained in this Master Deed notwithstanding, the Developer shall be entitled to expand the Regime to include the Expansion Land by submitting Phase 2 and Phase 3 to the Regime as described in this Article. Developer's right to expand the Regime shall terminate seven (7) years after the recording of this Master Deed.

Section 13.2 <u>Method of Expansion</u>. The Developer will be entitled to expand the Regime by submitting the Expansion Land (or a portion thereof) and all improvements constructed thereon, to the Regime by filing one or more amendments to this Master Deed. An amendment will be executed solely by the Developer for itself and as attorney in-fact for all Owners. An amendment will be effective upon recording such amendment in the RMC Office for Charleston County.

Section 13.3 <u>Assignability of Rights</u>. The Developer will be entitled to assign the rights reserved in this Article to any person or entity by an instrument recorded in the RMC Office for Charleston County.

Section 13.4 <u>Application of Master Deed</u>. Upon the filing of the Amendment prescribed by Section 13.2 hereof, all definitions contained in this Master Deed will be deemed amended to the extent necessary to cause the additional real property and the improvements described in such Amendment to be treated as fully an integral part of the Regime as if said real property and improvements constituted a portion of the Condominium as of the effective date hereof.

Section 13.5 <u>Annual Assessments for Additional Units and Working Capital Reserve.</u> The Annual Assessment with respect to the Units added to the Regime pursuant to this Article will be equal to the then current Annual Assessment applicable to existing Units with equivalent Percentage Interests, pro rated on a per diem basis; provided, however, that as to any type of Unit being added to the Regime for which there is currently no Annual Assessment, the Annual Assessment will be proportionately increased or decreased based upon the Percentage Interest of such Units. Assessments regarding all of the additional Units will commence upon the recording of the amendment prescribed by Section 13.2 hereof.

All obligations with respect to the Working Capital Assessment provided for in Section 4.8 will be applicable upon the transfer of the additional Units by the Developer.

Section 13.6 No Consent Required. Subject to the time limit set forth in Section 13.1 hereinabove, the Developer, its successors and assigns, will have the absolute right to expand the Regime to include Phase 2 and Phase 3 in accordance with this Article and to file the amendments prescribed in Section 13.2 hereof without any action or consent on the part of any Owner or Mortgage holder; provided, however, that to the extent any action on the part of any Owner is required by any third party to assure the expansion of the Regime as provided in this Article, each Owner, in accepting a deed to a Unit, agrees to undertake such actions and/or provide such consents as are reasonably requested, and expressly appoints the Developer his due and lawful attorney-in-fact, with full power of substitution, to execute all documents reasonably required to evidence the requisite action or consent.

Section 13.7 <u>Multiple Ownership</u>. No Unit in the Regime will be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10, <u>et. seq.</u>, or any subsequent laws of this State dealing with that or similar type of ownership by a Unit Owner without the prior written consent of the Developer or the Association.

ARTICLE XIV

Alternative Dispute Resolution

- Section 14.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Developer, Association, Owners, and any persons not otherwise subject to the Regime Documents who agree to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes between and among themselves involving this Master Deed or the Regime, and to avoid the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances and disputes (including those in the nature of counterclaims or cross-claims) between Bound Parties involving the Regime Documents or the Regime, including without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement thereof (collectively "Claims"), except for "Exempt Claims" under Section 14.2, are subject to the procedures set forth in Section 14.3.
- Section 14.2 <u>Exempt Claims</u>. The following Claims ("Exempt Claims") are exempt from the provisions of Section 14.3:
- (a) any suit by the Association against any Bound Party to enforce any Assessments or other charges hereunder; and
- (b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and other relief the court may deem necessary in order to maintain the status quo and preserve any enforcement power of the Association until the matter may be resolved on the merits pursuant to Section 14.3 below; and
- (c) any suit involving a matter which is not an Exempt Claim under (a) or (b) above, but as to which matter the Bound Party against whom the Claim is made waives the mandatory provisions of Section 14.3 below.

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

- Section 14.3 <u>Mandatory Procedures for Non-Exempt Claims</u>. Any Bound Party having a Claim ("Claimant") against a Bound Party involving the Regime Documents or the Regime, or all or any combination of them ("Respondent"), other than an Exempt Claim under Section 14.2, will not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of the Claim until it has complied with the following procedures, and then only to enforce the results hereof.
- (a) <u>Notice</u>. Within a reasonable time after the Claim in question has arisen, and in each event prior to the date when institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitation, Claimant will notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:
- (i) the nature of the Claim, including applicable date, time, location, persons involved, Respondent's role in the Claim and the provisions of the Regime Documents or other authority out of which the Claim arises:

- (ii) what Claimant wants Respondent to do or not do to resolve the Claim; and
- (iii) that Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss, in good faith, ways to resolve the Claim.

(b) Negotiation.

- (i) Each Claimant and Respondent (the "Parties") will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation, but not later than thirty (30) days following the Notice, unless otherwise agreed by the Parties.
- (ii) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the President of Renaissance on Charleston Harbor Community Association may appoint an attorney licensed to practice law in the State of South Carolina to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes his or her efforts will be beneficial to the Parties. Such an attorney will have been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in planned real estate developments and will not have a conflict of interest with any of the Parties.
- (c) <u>Final and Binding Arbitration</u>. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiation"), a Claimant will have thirty (30) days within which to submit the Claim to binding arbitration under the auspices and the Commercial Arbitration Rules of the American Arbitration Association; and in accordance with the substantive and procedural laws of the state of South Carolina, except as said rules, procedures and substantive laws are applied otherwise as follows:
- following Termination of Negotiation, Claimant and Respondent will jointly select one arbitrator, whose decision will be absolutely binding on all Parties; provided, however, if Claimant and Respondent are unable to jointly select one arbitrator within said ten (10) day period, or on or before any later day set by them by which to select an arbitrator, the arbitrator will be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be conducted in Charleston, South Carolina before a neutral person who is a member of the Bar of the State of South Carolina, who has been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in planned real estate developments, and who has no conflict of interest with any Party. The arbitrator may award any remedy or relief that a court of the State of South Carolina could order or grant, including, without limitation, specific performance of any obligation created under the Regime Documents, or the issuance of an injunction, as well as the imposition of sanctions for abuse or frustration of the arbitration process; provided, however, the arbitrator will have no authority to award punitive damages or

any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Regime Documents.

(ii) In the event Claimant does not submit the Claim to binding arbitration as aforesaid, the Claim is deemed abandoned, and Respondent is released and discharged from any and all liability to Claimant arising out of the Claim; provided, nothing herein will release or discharge Respondent from any liability to a person not a Party to the foregoing proceedings, or the mandatory requirements of this Section with respect to any subsequently arising new dispute or claim by the Claimant which is identical or similar to the Claim previously deemed abandoned under this Section.

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

Section 14.4 Allocation of Costs and Claims.

- (a) Costs of Notice and Negotiation. Each Party will bear all of its own costs incurred prior to and during the proceedings described in Sections 14.3(a) and 14.3(b), including the fees of its attorney or other representative. Claimant and Respondent will share equally the costs and expenses of any attorney appointed by the Board pursuant to Section 14.3(b), whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the Board is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses.
- (b) Arbitration Costs. In the event the Claim proceeds to arbitration pursuant to Section 14.3(c), the "Prevailing Party," as hereinafter defined, will receive from the non-Prevailing Party, all of its costs and expenses, including reasonable expert and attorney's fees, incurred from commencement of selection of the arbitrator under Section 14.3(c) to the issuance of the Award. Furthermore, the non-Prevailing Party will pay all costs and expenses of the arbitration, including the costs and expenses of any attorney appointed by American Arbitration Association pursuant to Section 14.3(c), whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the American Arbitration Association is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses. The "Prevailing Party" will be determined as follows:
- (i) Not less than five (5) days prior to the first meeting with the arbitrator, a Party or Parties may file and serve on the other Party(ies) an offer of settlement, and within three (3) days thereafter the Party(ies) served may respond by filing and serving such Party(ies) its own offer of settlement. An offer of settlement will state that it is made under this Section and will specify the amount, exclusive of interest and costs, which the Party(ies) serving the settlement offer is/are willing to agree constitutes a settlement of the Claim.

- (ii) An offer of settlement is considered rejected by the recipient unless an acceptance, in writing, is filed and served on the Party(ies) making the offer twenty-four (24) hours prior to the first meeting with the arbitrator.
- (iii) If an offer of settlement is rejected, it may not be referred to for any purpose at arbitration, but may be considered solely for the purpose of awarding costs and expenses of arbitration under Section 14.3(c).
- (iv) If Claimant makes no written offer of settlement, the amount of the Claim offered in arbitration is deemed to be Claimant's final offer of settlement under this Section.
- (v) If Respondent makes no written offer of settlement, Respondent's offer of settlement under this Section is deemed to be zero.
- (vi) The Party(ies) whose offer, made or deemed made, is closer to the Award granted by the arbitrator is considered the "Prevailing Party" hereunder. If the difference between Claimant's and Respondent's offers and the Award is equal, neither Claimant nor Respondent is considered to be the Prevailing Party for purposes of determining the award of costs and expenses of arbitration.
- Section 14.5 <u>Enforcement of Resolution</u>. If the Parties agree to resolve any Claim through negotiation in accordance with Section 14.3(b) and any Party thereafter fails to abide by the terms of the agreement reached through negotiation, or if, following arbitration, any Party thereafter fails to comply with the Award, then any other Party may file suit or initiate administrative proceedings to enforce the agreement or Award without the need to again comply with the procedures set forth in Section 14.3. In such event, the Party taking action to enforce the agreement or Award is entitled to recover from the noncomplying Party (or if more than one noncomplying Party, from all the Parties pro rata) all costs incurred in enforcing the agreement or Award, including, without limitation, attorney's fees and court costs.
- Section 14.6 <u>Litigation</u>. No judicial or administrative proceeding with an amount in controversy exceeding \$25,000.00, will be commenced or prosecuted by the Association unless approved by seventy-five percent (75%) of Members of the Association entitled to vote at a regular or special meeting at which a quorum is present, duly called, in whole or in part, for the purpose of approving the proceeding. This Section will not apply, however, to actions brought by the Association to enforce the provisions of this Master Deed (including, without limitations, the foreclosure of liens); the imposition and collection of Assessments; proceedings involving challenges to ad valorem taxation; counterclaims brought by the Association in proceedings instituted against it; or actions brought by the Association to enforce written contracts with its suppliers and service providers. This Section will not be amended unless the amendment is approved by the requisite percentage of votes of Members of the Association, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision will apply in addition to the negotiation and arbitration provisions of this Article, if applicable.

Section 14.7 Miscellaneous Alternative Dispute Resolution Provisions.

- (a) <u>Conflicting Provisions</u>. Any conflict or discrepancy between the terms and conditions set forth in this Article and any term, condition or procedure of the American Arbitration Association, or any remedy allowed at law or in equity, the terms, conditions, procedures and remedies set forth herein will control.
- (b) <u>TIME IS OF ESSENCE</u>. All periods of time set forth herein or calculated pursuant to provisions of this Article will be strictly adhered to, TIME BEING OF THE ESSENCE hereof.

ARTICLE XV

General Provisions

- Section 15.1 Adherence to Provisions of Master Deed, Bylaws and Rules and Regulations. Every Owner who rents his Unit must post inside his Unit a list of the Rules and Regulations of the Association. Any rental agency handling an Owner's rental must further agree to abide by the Rules and Regulations and will be responsible for informing persons renting through its agency of any breaches of the Rules and Regulations by said persons and for taking any and all necessary corrective action. Should a particular agency or person continue not to take corrective action against the renters it has contracted with, or refuse to cooperate with the Association in the enforcement of its Rules and Regulations or other provisions of the Regime Documents, the Association may require the Owner to cease using the services of that particular rental agency. Refusal to do so may result in fines against the Owner in an amount to be determined by the Board of Directors. Any fines will be added to and become a part of the Assessment against the Unit and Owner.
- Section 15.2 <u>Amendment</u>. Amendments to this Master Deed, except as herein expressly provided to the contrary, will be proposed by the Board of Directors in accordance with the following procedure:
- (a) <u>Notice</u>. Notice of the subject matter of the proposed amendment or amendments will be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered.
- (b) Adoption. The Master Deed may be amended at any time and from time to time at a meeting of the Association called in accordance with the Bylaws and this Master Deed upon the vote of Members holding at least sixty-seven (67%) of the total vote in the Association, subject to the mortgagee protection provisions of Article XII; provided, however, that if the Association will vote to amend the Bylaws in any respect, such amendment will be set forth in an amendment to this Master Deed and will be valid only when approved by Members holding at least fifty-one (51%) of the total vote in the Association.
- (c) <u>Nondiscrimination</u>. Irrespective of the foregoing, no amendment will (i) alter the Percentage Interest applicable to each Unit (except as permitted in accordance with Articles VI and XIII and Sections 3.3 and 11.1 hereof); or (ii) discriminate against any Owner or against any Unit or class or group of Units, unless in each instance all Owners adversely affected

thereby expressly consent thereto in writing. Notwithstanding any Rule or Regulation or other restriction, the Board of Directors of the Association will make reasonable accommodations in its Rules and Regulations or other restrictions as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Unit and the Common Area.

- (d) Necessary Amendments. Notwithstanding any other provisions of this Master Deed to the contrary, if any amendment is necessary in the judgment of the Board to cure any ambiguity or to correct or supplement any provisions of the Regime Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary Mortgage market lenders, guarantors or insurers with respect to condominium projects, then at any time and from time to time the Board may effect an appropriate corrective amendment so long as written objection to such amendment is not received from Members representing at least fifty-one percent (51%) of the total votes of the Association within twenty (20) days after written notice of the proposed amendment is given to all Members.
- (e) <u>Recording</u>. A copy of each amendment provided for in this Section will be certified by the Association as having been duly adopted and will be effective when recorded.
- Section 15.3 <u>Termination</u>. The Regime may be terminated and the Condominium removed from the provisions of the Act in the following manner, subject to the provisions contained in Article XII:
- (a) <u>Agreement</u>. All of the Owners may remove the Condominium from the provisions of the Act by an instrument to that effect, duly recorded, subject to Sections 13.1 and 13.2 of this Master Deed.
- (b) <u>Destruction</u>. In the event it is determined in the manner provided in Section 5.6 that the Condominium will not be repaired or reconstructed after casualty, the Regime will be terminated and the Regime Documents revoked. The determination not to repair or reconstruct after casualty will be evidenced by a certificate of the Association certifying as to the facts effecting the termination.
- (c) <u>Condemnation</u>. In the event that any part of a Unit, or the Common Area essential to the use of any Unit will be taken by an authority having the power of eminent domain and the consent of Members representing at least sixty-seven (67%) percent of the total votes of the Association as provided in Section 6.3 to a plan for continuation of the Regime will not be expressed in an amendment to this Master Deed duly recorded within ninety (90) days after such taking, the Regime will be terminated and the Regime Documents revoked. Such taking will be evidenced by a certificate of the Association certifying as to the facts effecting the termination.
- Section 15.4 <u>Covenants Running With the Land</u>. All provisions of this Master Deed will be construed to be covenants running with the land, and with every part thereof and interest

therein, including, but not limited to, every Unit and the appurtenances thereto; and each and every provision of this Master Deed will bind and inure to the benefit of the Developer and all Owners and claimants of the Condominium or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns.

Section 15.5 <u>Enforcement</u>. Each Owner will comply strictly with the Bylaws and with the Rules and Regulations of the Association, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Master Deed and in the deed to his Unit. Failure to comply with any of the same will be grounds for an action to recover sums due, for damages or injunctive relief, or for all three, maintainable by the Board of Directors on behalf of the Association or by any aggrieved Owner. In addition, the rights of any Owner or lessee of an Owner, their families, invitees or guests to use and to enjoy the Common Area may be suspended by the Board of Directors for continued violation of the Rules and Regulations. Failure by the Association or any Owner to enforce any of the foregoing will in no event be deemed a waiver of the right to do so thereafter nor will such failure to enforce result in any liability to the Association.

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

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

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

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

coupled with an interest and will be irrevocable. Such appointment will be effective as of the date on which a deed or other conveyance of an interest to the Member is recorded in the Charleston County RMC office. This irrevocable proxy will automatically terminate thirty (30) days after the conveyance in the ordinary course of business by the Developer to the persons other than the Developer of seventy-five percent (75%) of the maximum number of Units to be contained in all phases of the Condominium. The within voting agreement and proxy are in addition to, and not in substitution of, all rights of Developer herein provided, which will run with the land.

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

ARTICLE XVI

Exhibits

Section 16.1 <u>Exhibits Attached</u>. The following Exhibits are attached hereto and incorporated verbatim in this Master Deed by reference as fully as if set forth herein.

Description	Identification
Legal Description of the Development Land (Phase 1)	A
Legal Description of the Expansion Land (Phases 2 & 3)	A-1
Survey & Elevation Certificate	В
Site Plan, Floor Plans & Unit Plans	С
Schedules of Assigned Values and Percentage Interests (Phase 1 & when Phase 3 added)	D
Architect's Certificate	E
Articles of Incorporation of Association	F
Bylaws of the Association	G

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed to be effective as of this 24 day of ________, 20_2___.

WITNESS:

RENAISSANCE ON CHARLESTON HARBOR, LLC

By: RCH Management, Inc.

Its: Manager

Betty L. Manuel

COUNTY OF RICHLAND) PROBATE)
PERSONALLY appeared be that s/he saw the within-named Ren Inc., by <u>JANET K. SAFI</u> seal and as its act and deed deliver	fore me the undersigned witness who being duly sworn, says aissance on Charleston Harbor, LLC., by RCH Management, AN, its VICE PRESIDENT, sign, the within-written Master Deed and that s/he with the other ove witnessed the execution thereof.
	Betty L Manuey WITNESS
SWORN TO before me this 24 day of 4:1, 20 02	_
Notary Public for South Carolina My Commission expires: 3:08:0	S.)

EXHIBIT "A"

Legal Description of Phase 1 of Regime

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, the same being shown and designated as Tract IV-A Phase 1, containing 1.92 acres, on a plat entitled "Plat of The Renaissance on Charleston Harbor (Tract IV-A, Phase 1, 2 and 3) Patriots Point dated February 26, 2002, and revised April 10, 2002, and recorded in the office of the Register of Mesne Conveyances for Charleston County in Plat Book EF at Page 529, said plat being incorporated herein by reference. According to said plat having the following metes and bounds. Beginning at the joint corner with Tract IV-A Phase 3 and running N 85°47'57"W for a distance of 95.98 feet to a point; thence turning and running N06°0017"E for a distance of 34.00 feet to a point; thence turning and running N83°59'42"W for a distance of 32.25 feet to a point: thence turning and running along Tract IV-A, Phase 2 the following courses and distances, N31°06'48"W for a distance of 69.23 feet to a point; thence turning and running S58°53'12"W for a distance of 2.21 feet to a point; thence turning and running N30°25'53"W for a distance of 15.80 feet to a point; thence turning and running S58°47'57"W for a distance of 15.24 feet to a point; thence turning and running S30°25'53"E for a distance of 15.80 feet to a point; thence turning and running S06°34'07"W for a distance of 13.34 feet to a point; thence turning and running N83°25'53"W for a distance of 22.96 feet to a point; thence turning and running N30°25'53"W for a distance of 5.00 feet to a point; thence turning and running S58°52'20"W for a distance of 16.57 feet to a point; thence turning and running N75°58'37"W for a distance of 20.92 feet to a point; thence turning and running S58°53'12"W for a distance of 15.21 feet to a point; thence turning and running S88°00'04"W for a distance of 27.94 feet to a point; thence turning and running N31°16'46"W for a distance of 96.49 feet to a point; turning along Tract IV-D N31° 16'46"W for a distance of 124.47 feet to a point; thence turning and running along Tract IV-B and Tract IV-C N58°43'14"E for a total distance of 258.65 feet to a point; thence turning and continuing along Tract IV-C S31°16' 46"E for a distance of 169.89 feet to a point; thence turning and continuing along Tract IV-C S69°40'08"W for a distance of 64.26 feet; thence turning and running along the 15' water easement on a bearing of S18°17'44"E a length of 41.03 feet; having a chord distance of 41.02 feet to a point; thence turning and running along Tract IV-E S58°43'0"'W for a distance of 79.26 feet to a point; thence turning and continuing along Tract IV-E S31°16'46"E for a distance of 162.37 feet to a point; thence turning and running along the existing 15' water easement of S08°19'22"W for a distance of 31.15 feet to a point; thence turning and continuing along the existing 15' water easement on a bearing of \$05°24'11"W having a length of 26.50 feet and a chord distance of 26.49 feet to the point of beginning.

TMS: 517-00-00-130

Together with:

Easement No. 1

All right, title and interest, being non-exclusive easement rights, in common with others,



including ingress and egress over that parcel of land known as "Patriots Point Road", in and to those certain easements created by and described in the Perpetual Easement for Ingress and Egress from Patriot's Point Development Authority to The Landing at Patriot's Point, Inc., dated May 23, 1990, and recorded in the Charleston County RMC office on August 10, 1990, in Book T-195 at Page 103.

Together with

Easement No. 2

A non-exclusive ingress, egress and use easement over and through that certain portion of Tract IV-B Ingress/Egress Easement area containing 1.704 acres as shown on that certain Patriots Pont Plat showing Subdivision of Tract I and IV into I-A, IV-A and IV-B located in the Town of Mt. Pleasant, Charleston County, South Carolina by ARC Surveying Company, Inc., dated April 15, 1998, revised June 1, 1998, and recorded in the RMC Office for Charleston County in Plat Book EC at Page 540 on June 4, 1998. Said easement being granted in that certain Easement Agreement and Declaration of Restrictions and Covenants BY NEMLORP, LLC dated September 15, 2000 and recorded in Book K-355 at Page 410 in the RMC Office for Charleston County.

Together with

Easement No. 3

All right, title and interest, being certain easement rights granted in that certain Easement Agreement and Declaration of Restrictions and Covenants by NEMLORP, LLC dated September 15, 2000, and recorded in Book K-355, Page 410 in the RMC Office for Charleston County in and affecting the following parcels of land:

Tract IV-B - All that certain piece, parcel or tract of land situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown as Tract IV-B containing 6.627 acres on plat of Patriots Point by ARC Surveying Company, Inc. dated April 27, 2000, last revised September 12, 2000 and recorded in the Office of the RMC for Charleston County in Plat Book EE at Page 291. Said tract of land having the courses, distances, boundaries and measurements as shown on said plat.

Tract IV-C - All that certain piece, parcel or tract of land situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina and being more particularly shown as Tract IV-C containing 0.879 acres on plat of Patriots Point by ARC Surveying Company, Inc. dated April 27, 2000, last revised September 12, 2000, and recorded in the Office of the RMC for Charleston County in Plat Book EE, at Page 291. Said tract of land having the courses, distances, boundaries and measurements as shown on said plat.

Tract IV-D - All that certain piece, parcel or tract of land situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more

particularly shown as Tract IV-D containing 0.863 acres on plat of Patriots Point by ARC Surveying Company, Inc. dated April 27, 2000, last revised September 12, 2000 and recorded in the office of the RMC for Charleston County in Plat Book EE at Page 291. Said tract of land having the courses, distances, boundaries and measurements as shown on said plat.

Tract IV-E - All that certain piece, parcel or tract of land situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown as Tract IV-E containing 0.173 acres on plat of Patriots Point by ARC Surveying Company, Inc. dated April 27, 2000, last revised September 12, 2000 and recorded in the office of the RMC for Charleston County in Plat Book EE at Page 291. Said tract of land having the courses, distances, boundaries and measurements as shown on said plat.

Tract IV-F - All that certain piece, parcel or tract of land situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown as Tract IV-F containing 0.70 acres on plat of Patriots Point by ARC Surveying Company, Inc. dated April 27, 2000, last revised September 12, 2000 and recorded in the office of the RMC for Charleston County in Plat Book EE at Page 291. Said tract of land having the courses, distances, boundaries and measurements as shown on said plat.

Tract IV-G - All that certain piece, parcel or tract of land situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown as Tract IV-G containing 0.291 acres on plat of Patriots Point by ARC Surveying Company, Inc. dated April 27, 2000, last revised September 12, 2000 and recorded in the office of the RMC for Charleston County in Plat Book EE at Page 291. Said tract of land having the courses, distances, boundaries and measurements as shown on said plat.

Tract III - All that certain piece, parcel or tract of land situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown as Tract III containing 6.28 acres on plat of Patriots Point by ARC Surveying Company, Inc. dated April 27, 2000, last revised September 12, 2000 and recorded in the office of the RMC for Charleston County in Plat Book EE at Page 291. Said tract of land having the courses, distances, boundaries and measurements as shown on said plat.

ALL SAID EASEMENTS ALSO APPLY TO THE LEGAL DESCRIPTIONS OF PHASE 2 AND PHASE 3 OF THE REGIME, AS CONTAINED IN EXHIBIT "A-1" TO THIS MASTER DEED

EXHIBIT "A-1"

Legal description for Phase 2 of Regime

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, the same being shown and designated as Tract IV-A Phase 2, containing .66 acres, on a plat entitled "Plat of The Renaissance on Charleston Harbor (Tract IV-A, Phase 1, 2 and 3) Patriots Point dated February 26, 2002, revised April 10, 2002, and recorded in the office of the Register of Mesne Conveyances for Charleston County in Plat Book EF at Page 529, said plat being incorporated herein by reference. According to said plat having the following metes and bounds: Beginning at a point approximately 128.23 feet west of the 15' water easement at the joint corner with Lot IV-A, Phase 3 and running along Tract IV-A Phase 1 N31°06'48"W for a distance of 69.23 feet to a point; thence turning and running S58°53'12"W for a distance of 2.21 feet to a point; thence turning and running N30°25'53"W for a distance of 15.80 feet to a point; thence turning and running S58°47'57"W for a distance of 15.24 feet to a point; thence turning and running S30°25'53"E for a distance of 15.80 feet to a point; thence turning and running S06°34'07"W for a distance of 13.34 feet to a point; thence turning and running N83°25'53"W for a distance of 22.96 feet to a point; thence turning and running N30°25'53"W for a distance of 5.00 feet to a point; thence turning and running S58°52'20"W for a distance of 16.57 feet to a point; thence turning and running N75°58'37"W for a distance of 20.92 feet to a point; thence turning and running S58°3'12"W for a distance of 15.21 feet to a point; thence turning and running S88°00'04"W for a distance of 27.94 feet to a point; thence turning and running N31°16'46"W for a distance of 96.49 feet to a point; thence turning and running along Tract IV-D S58°43'15"W for a distance of 152.15 feet to a point; thence turning and continuing along Tract IV-A Phase 2 S46°42'39"W for a distance of 131.63 feet to a point; thence along Tract IV-A Phase 3 S46°42'39"E for a distance of 27.97 feet to a point; thence continuing along Tract IV-A Phase 3 N 43°17'46"E for a distance of 97.89 feet to a point; thence turning and continuing along Tract IV-A Phase 3 S46°42'14"E for a distance of 50.81 feet to a point; thence turning and continuing along Tract IV-A Phase 3 the following courses and distances N43°17'46"E for a distance of 19.75 feet to a point; thence turning and running S46°42'14"E for a distance of 56.12 feet to a point: thence turning and running N43°16'22"E for a distance of 85.29 feet to the point of beginning.

TMS: 517-00-00-129

ALL EASEMENTS CONTAINED IN PHASE 1 OF THE REGIME, AS DESCRIBED IN EXHIBIT "A" TO THIS MASTER DEED, SHALL ALSO APPLY TO THIS LEGAL DESCRIPTION FOR PHASE 2 OF THE REGIME.

Legal description for Phase 3 of Regime

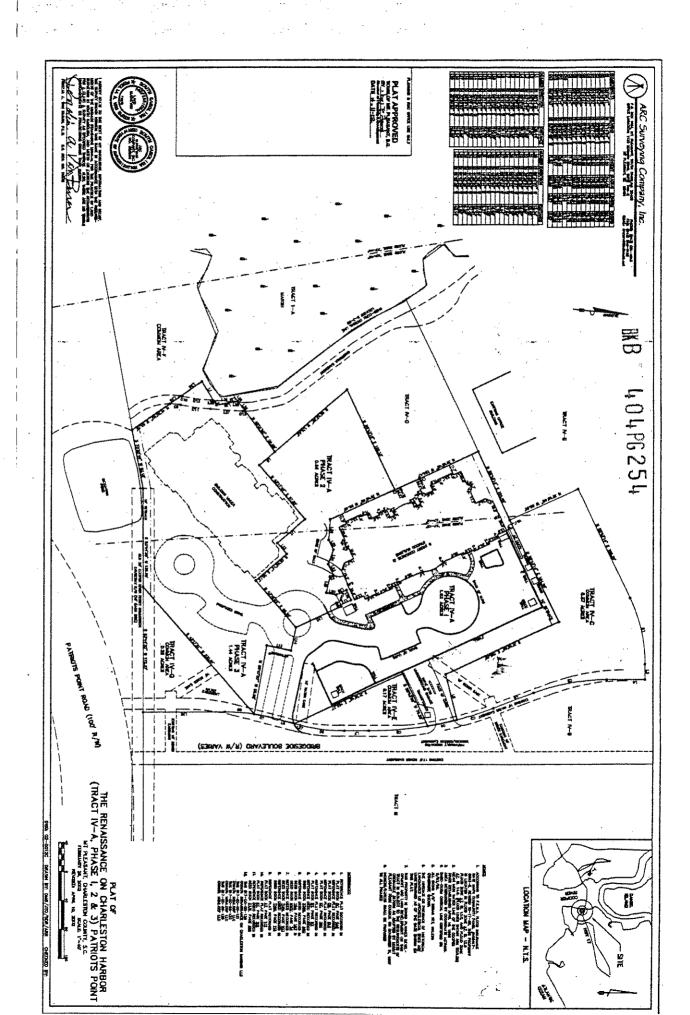
All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, the same being shown and designated as Tract IV-A Phase 3, containing 1.44 acres, on a plat entitled "Plat of

The Renaissance on Charleston Harbor (Tract IV-A, Phase 1, 2 and 3) Patriots Point dated February 26, 2002, revised April 10, 2002, and recorded in the office of the Register of Mesne Conveyances for Charleston County in Plat Book EF at Page 529, said plat being incorporated herein by reference. According to said plat having the following metes and bounds: Beginning at a point in the existing 15' water easement and running along Tract IV-G S43°17'21"W for a distance of 230.51 feet to a point; thence turning and running along the Old 30' Cooper River Ferry Commission Causeway S83°44'30"W for a distance of 135.90 feet to a point and thence S73°20'40"W for a distance of 82.15 feet; thence turning and running along Tract IV-F N41°20'00"W for a total distance of 114.95 feet to a point; thence turning and running N52°54'31"E for a distance of 30.44 feet to a point; thence N 52°54'31"E for a distance of 7.61 feet to a point; thence N16° 39'41"W for a distance of 24.05 feet to a point; thence N01°42'39"W for a distance of 6.25 feet to a point; thence turning and running along Tract IV-D N48°01'60"E for a total distance of 86.44 feet to a point; thence turning and running along Tract IV-A Phase 2 S46°42'39"E for a distance of 27.97 feet to a point; thence turning and continuing along Tract IV-A Phase 2 N43°17'46"E for a distance of 97.89 feet to a point; thence turning and continuing along Tract IV-A Phase 2 S46°42'14"E for a distance of 50.81 feet to a point; thence turning and continuing along Tract IV-A Phase 2 N43°17'46"E for a distance of 19.75 feet to a point; thence turning and continuing along Tract IV-A Phase 2 S46°42'14"E for a distance of 56.12 feet to a point; thence turning and continuing along Tract IV-A Phase 2 N43°16'22" E for a distance of 85.29 feet to a point; thence turning and continuing along Tract IV-A Phase 1 N83°59'42"W for a distance of 32.25 feet to a point; thence turning and running N06°00'17"E for a distance of 34.00 feet to a point; thence turning and running N85°47'57"W for a distance of 95.98 feet to the point of beginning.

TMS: 517-00-00-120

ALL EASEMENTS CONTAINED IN PHASE 1 OF THE REGIME, AS DESCRIBED IN EXHIBIT "A" TO THIS MASTER DEED, SHALL ALSO APPLY TO THIS LEGAL DESCRIPTION FOR PHASE 3 OF THE REGIME.

Exhibit "B" SURVEY & ELEVATION CERTIFICATE



FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

BKB

O.M.B. No. 3067-0077 Expires July 31, 2002

404PG 255

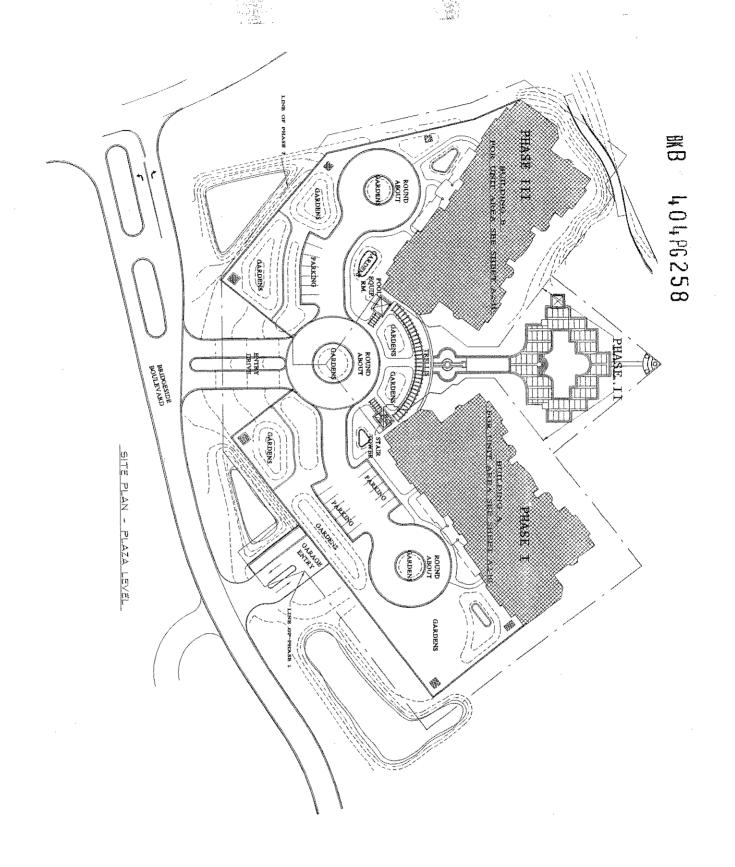
Important: Read the instructions on pages 1 - 7.

		SECTION A - I	PROPERTY OWNER INFOR	MATION	For Insurance Company Use:	
BUILDING OWNER'S NAM	ΛĒ				Policy Number	
BUILDING STREET ADDR BRIDGESIDE BOULE		Apt., Unit, Suite, and/or Bi	ldg. No.) OR P.O. ROUTE ANI	D BOX NO.	Company NAIC Number	
CITY MT PLEASANT			STATE SC	ZIP (2946	CODE 4	
PROPERTY DESCRIPTION TMS: 517-00-00-120 TRA			umber, Legal Description, etc.)			
	dential, Non-resi		ory, etc. Use a Comments area	a, if necessary.)		
LATITUDE/LONGITUDE (TAL DATUM:	SOURCE: GPS (T	Type):	
(## - ## - ##.### OF ##.#	(##°-##'-####" or ##.####") □ NAD 1927 □ NAD 1983 □ USGS Quad Map □ Other					
	S	SECTION B - FLOOD IN	SURANCE RATE MAP (FIRI	M) INFORMATION		
B1. NFIP COMMUNITY NAME & MT PLEASANT 455417	COMMUNITY NUM		COUNTY NAME IARLESTON COUNTY		B3. STATE SC	
B4, MAP AND PANEL	B5. SUFFIX		B7, FIRM PANEL	DP ELOOD 70NE/01	B9, BASE FLOOD ELEVATION(S)	
NUMBER 455417 0003	Ε	B6. FIRM INDEX DATE 10-17-86	EFFECTIVE/REVISED DATE 10-17-86	B8. FLOOD ZONE(S) A7) (Zone AO, use depth of flooding) 13	
B10. Indicate the source of the			·		And the second s	
☐ FIS Profile ☐ B11. Indicate the elevation datu] FIRM mused for the BE	Community Determ		escribe): 988		
			rea or Otherwise Protected Area (
_ ,_ io tro bands (g toodtod s) d	•		EVATION INFORMATION (S			
C1. Building elevations are base			Building Under Construction*	□ Finished Construction		
——————————————————————————————————————		when construction of the build	•			
C2. Building Diagram Number 1	(Select the building	ng diagram most similar to th	ne building for which this certificate	e is being completed - see p	pages 6 and 7. If no diagram	
accurately represents the b	• •					
		,	IFE), AR, AR/A, AR/AE, AR/A1-A			
•	_				om the datum used for the BFE in	
· ·				alculation. Use the space pr	rovided or the Comments area of	
		cument the datum conversion)П.			
Datum NGVD 29 Convers	_	elevation reference mark us	ed appear on the FIRM?	x ⊠ No		
o a) Top of bottom floor (in			ed appear on the FIRM r re 		- Commission of the State of th	
o b) Top of next higher floor	-	, or officionally	<u>77</u> . <u>0</u> .ft.(m)	mbossed Seal		
o c) Bottom of lowest horiz		ember (V zones only)	<u>27</u> . <u>0</u> .10(m) <u>NA</u> ft.(m)	possed		
o d) Aftached garage (top			<u>NA</u> ft(m)	ppos O Di		
o e) Lowest elevation of m		quipment			The last	
servicing the building	•		<u>20</u> . <u>3</u> ft.(m)	atorie .	WINDS	
o f) Lowest adjacent (finish			<u>15</u> . <u>9</u> ft.(m)	N N N N N N N N N N N N N N N N N N N		
o g) Highest adjacent (finis	,		<u>26</u> . <u>3</u> ft.(m)	License Number, Er Signature; ar		
) within 1 ft. above adjacent (Lice		
o i) Total area of all perma		od vents) in C3.h <u>NA</u> sq. in. i				
			, ENGINEER, OR ARCHITEC			
			eer, or architect authorized by represents my best efforts to it			
-	,	-	represents my pest errons to i aprisonment under 18 U.S. Co	•	σ,	
CERTIFIER'S NAME		The state of the state of the				
PENOLIA A VANBUREN				LICENSE NUMBER	11075	
TITLE LAND SURVEYOR	•		COMPANY NAMI	E ARC SURVEYING CO		
ADDRESS PO BOX 1054			CITY MT PLEASANT	STAT SC	E ZIP CODE 29465	
SIGNATURE /	\mathcal{H}		DATE		PHONE	
	5/ ./1	1	2-22-02		81-4913	

Exhibit "C"

Site Plan, Floor Plans & Unit Plans

[NOTE: THE UNIT PLANS LIST SOME UNITS THAT ARE IN PHASE 3 OF THE REGIME. THESE UNITS ARE NOT BEING SUBJECTED TO THE REGIME BY THE RECORDING OF THIS MASTER DEED. ARTICLE III IDENTIFIES ALL PHASE 1 UNITS BEING SUBMITTED TO THE REGIME BY THIS MASTER DEED.]





FIRST FLOOR PLAN - PLAZA LEVEL

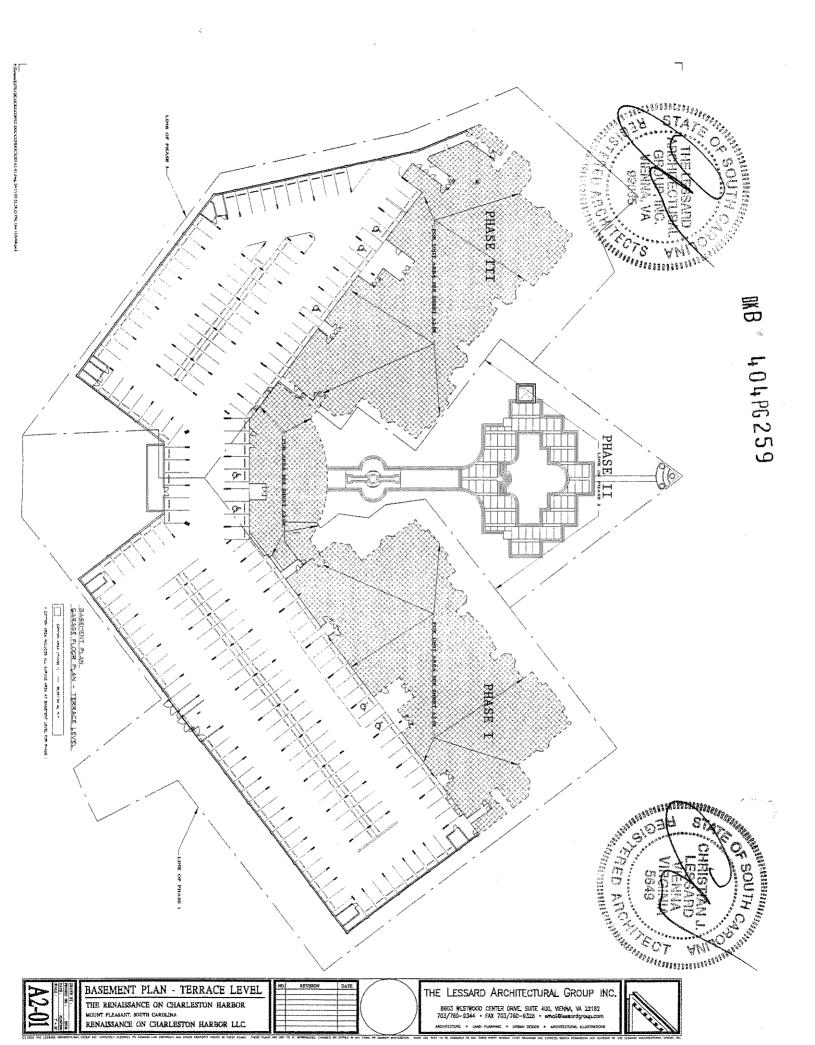
THE RENAISSANCE ON CHARLESTON HARBOR MOUNT PLEASANT, SOUTH CAROLINA RENAISSANCE ON CHARLESTON HARBOR LLC.

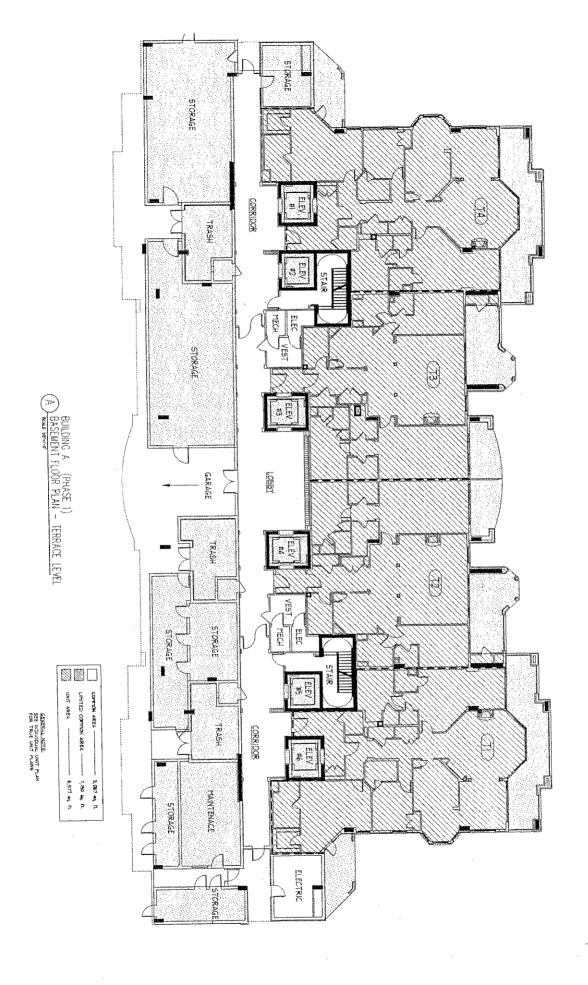
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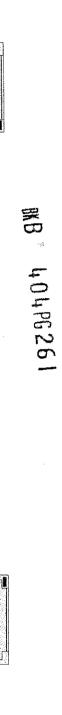


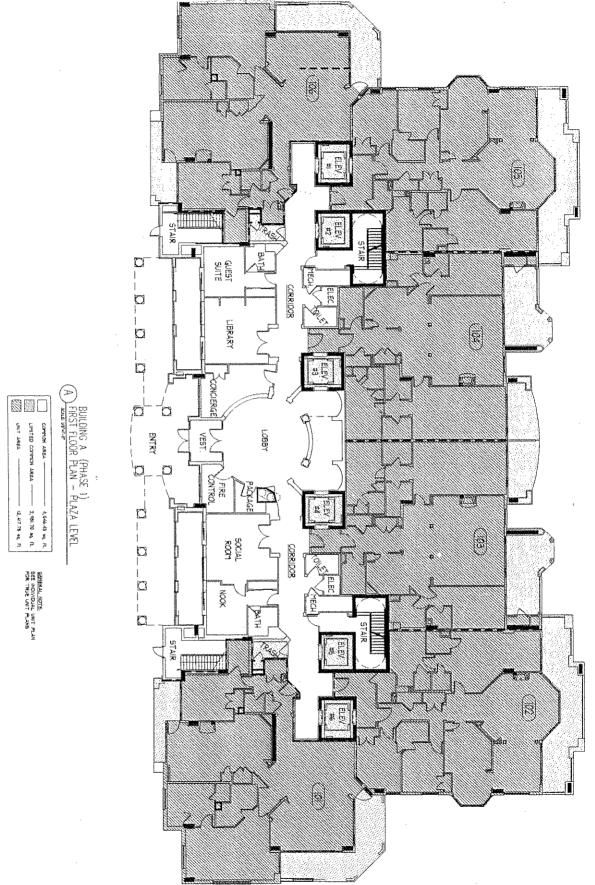
8603 WESTWOOD CENTER DRIVE, SUITE 400, WENNA, VA 22162 703/760-9344 • FAX 703/760-9328 • email@lessardgroup.com







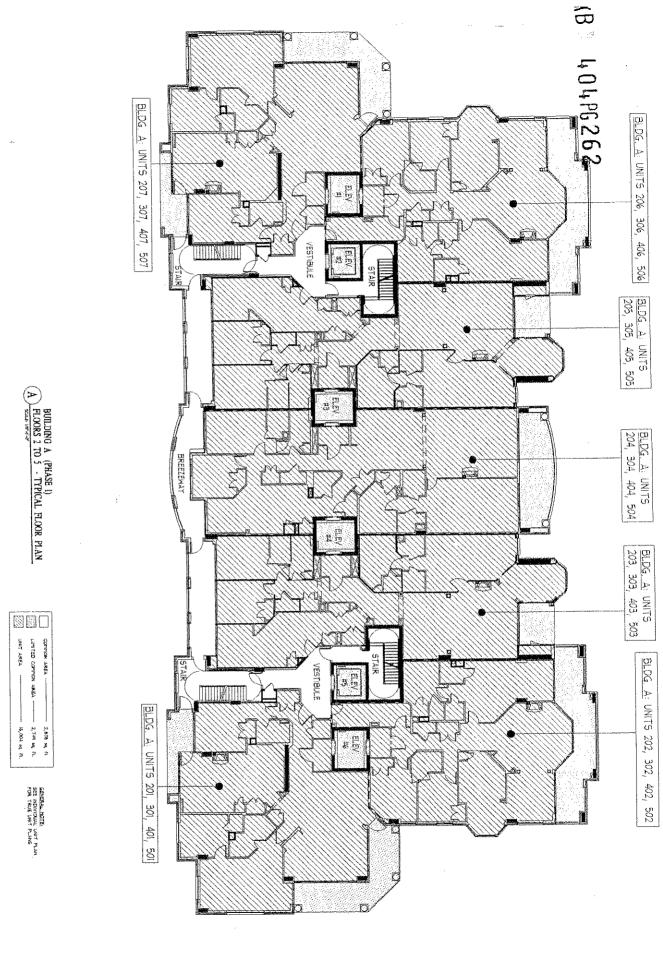






FIRST FLOOR PLAN-PLAZA LEVEL
THE RENAISSANCE ON CHARLESTON HARBOR
MOUNT PLEASANT, SOUTH CAROLINA

D REVISION DATE



BLDG. A - FLR. PLAN - FLRS. 2 TO 5

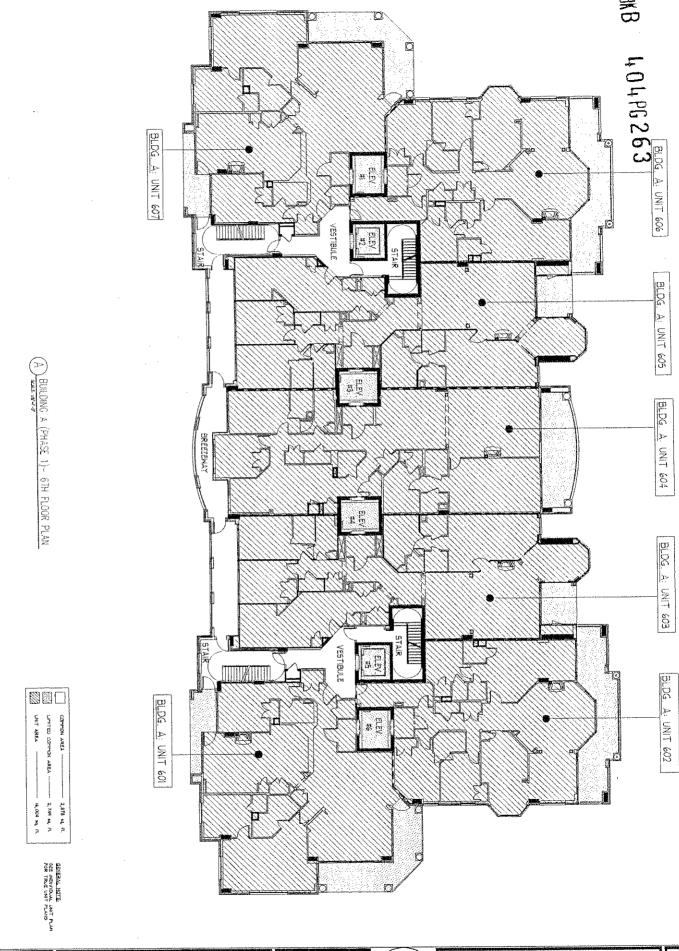
THE RENAISSANCE ON CHARLESTON HARBOR MOUNT PLEASANT, SOUTH CAROLINA RENAISSANCE ON CHARLESTON HARBOR LLC.



THE LESSARD ARCHITECTURAL GROUP INC.

8603 WESTWOOD CENTER DRIVE, SUITE 400, YENNA, VA 22182 703/160-9344 • FAX 703/160-9328 • email@lessordgroup.com





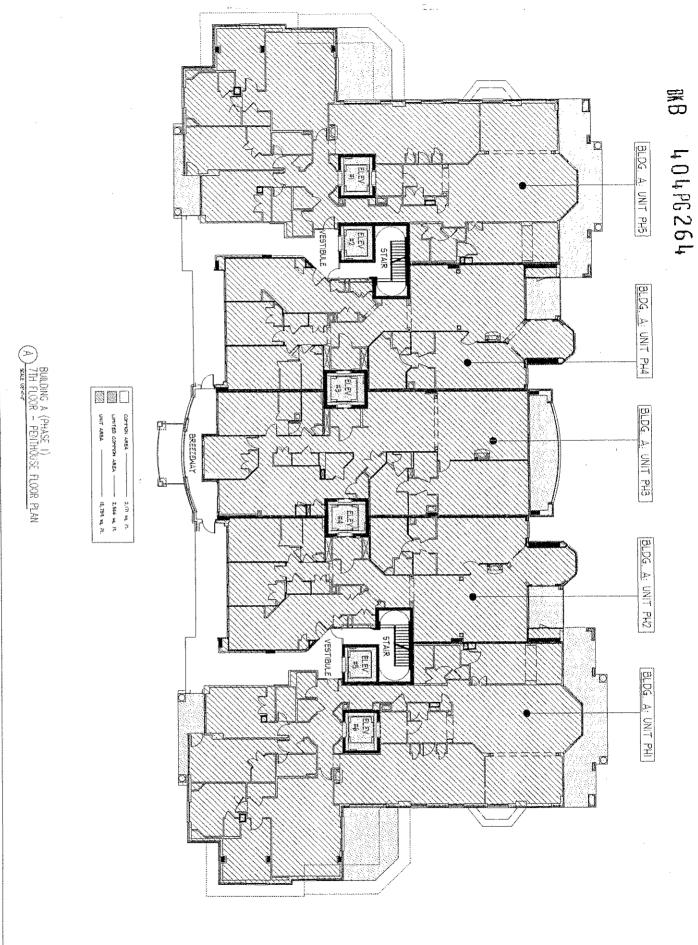
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6TH FLOOR PLAN

THE RENAISSANCE ON CHARLESTON HARBOR MOUNT PLEASANT, SOUTH CARGINA RENAISSANCE ON CHARLESTON HARBOR LLC.

THE LESSARD ARCHITECTURAL GROUP INC.

8503 WESTWOOD CENTER DRIVE, SUITE 400, VIENNA, VA 22182 703/760-9344 • FAX 703/760-9328 • emol@essardgroup.com



PENTHOUSE FLOOR PLAN

THE RENAISSANCE ON CHARLESTON HARBOR MOUNT PLEASANT, SOUTH CAROLINA RENAISSANCE ON CHARLESTON HARBOR LLC. REVISION DATE

THE LESSARD ARCHITECTURAL GROUP INC.

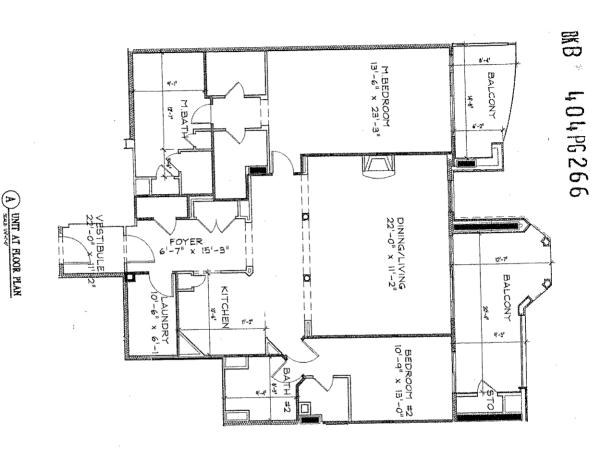
8603 WEST-WOOD CENTER BRIVE. SUITE 400, VIENDA, VA 22182. 703/160-6344 • FIX 703/160-6328 • email@lessertdgroup.com



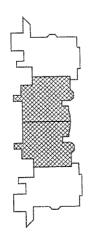
ROOF PLAN (PHASES | & 3)

ROOF PLAN
THE RENAISSANCE ON CHARGE SETTING

THE LESSARD ARCHITÉCTURAL GROUP INC.



RENAISSANCE ON CHARLESTON HARBOR KEYPLAN



ROOM SIZES SHOWN ON PLAN BY CALCULATING FROM UNDECORATED OR UNFINISHED INTERIOR OF PERLIPETER MAILS

AREA SHOWN CALCULATING FROM UNDECORATED OR UNFINIMEND INTERIOR OF PENIMETER MALLS.
SALABEE FOOTAGE
HEATEZ). BRAF S.F.
EALCONT, SIT S.F.
SICRAGE M. S.F.
TOTAL 2002 S.F.

UNIT AT FLOOR PLAN

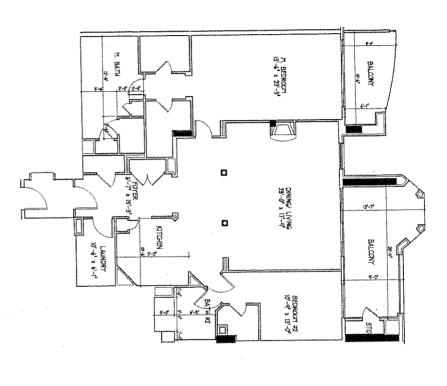
APARIMENT NUMBERS

UNIT AT FLOOR PLAN
THE RENAISSANCE ON CHARLESTON HARBOR
MOUNT PLEASANT, SOUTH CAROLINA

NO. REVISION DATE

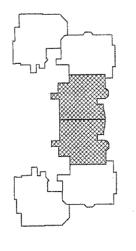
THE LESSARD ARCHITECTURAL GROUP INC.

8603 WESTWOOD CENTER DRIVE, SUITE 400, VIENNA, VA 22182 703/760-9344 • FAX 703/760-9328 • email@lessondgroup.com



RENAISSANCE ON CHARLESTON HARBOR KEYPLAN

A) UNIT AT FLOOR PLAN



AREA SHONN CALCULATING FROM UNDECORATED ON UNFINISHED INTERNOR OF PERMITTER MALLS.

82045E FOOTAGE

FEATOR 18 5 5 5

TOTAL 2248 8 F

TOTAL 2248 8 F

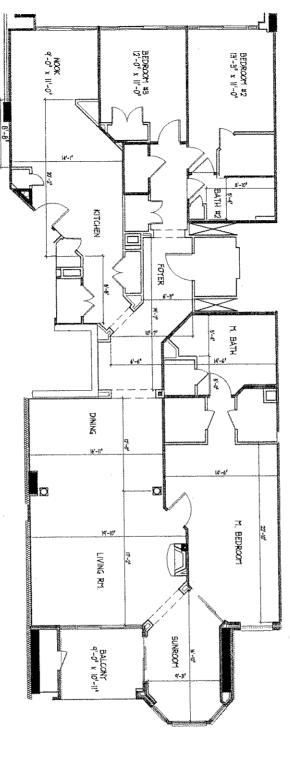
ROOM SIZES SHOWN ON PLAN BY CALCULATING FROM UNDECORATED OR UNFINISHED INTERIOR OF PERMETER WALLS

AREA SHOAN USING STANDARD ARCHITECTURAL TENSISTING
HEATINDS (FROM CENTER OF INTERIOR COMPON MAIL TO
OUTSIDE OF BOTHLOW MAIL)
SAUABE POOTMAS
HEATIND
134 S.F.
STONAGE 35, S.F.
TOTAL 254 S.F.

UNIT AI FLOOR PLAN:

APARIMENT NUMBERS

NO REVISION DATE



AREA SHOWN CALCULATING PROF WHOSEOPATED ON WARMAGEED RYTEODER OF PROFITER WALLS.

ROUNGE FOOTAGE

PRICATE

1 TOTAL

240 5 F

TOTAL

240 5 F ROOM SOES SHOWN ON PLAN BY CALCULATING FROM WITHOUT OR INFORMACED INTRICAR OF PERINTEER WALLS

AREA SHAM IDINE STANDARD ARCHTECHEAL MESURING TACHDOS (FROM CONTRO OF MEDIOD COMPAN HALL TO CATEGOR OF MEDIOD FOR MEDIOD UNIT B FLOOR PLAN

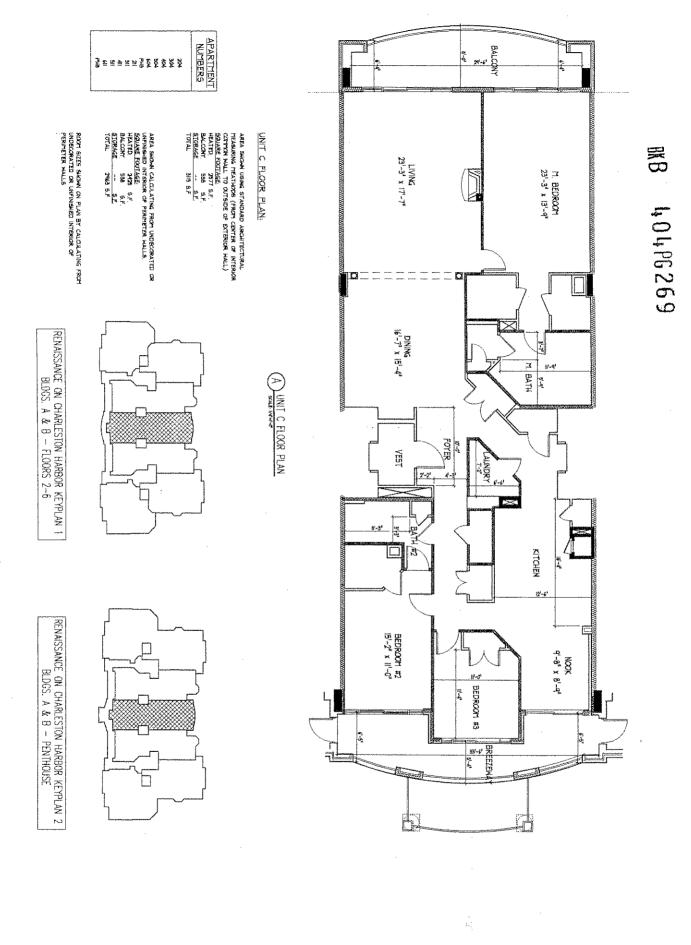
RENAISSANCE ON CHARLESTON HARBOR KEYPLAN 2 BLDGS, A & B - PENTHOUSE

RENAISSANCE ON CHARLESTON HARBOR KEYFLAN I BLDGS, A & B - FLOORS 2-6

A) UNIT B FLOOR PLAN

」 UNIT B FLOOR PLAN

THE LESSARD ARCHITECTURAL GROUP INC.





UNIT C FLOOR PLAN

THE RENAISSANCE ON CHARLESTON HARBOR MOUNT PLEASANT, SOUTH CAROLINA RENAISSANCE ON CHARLESTON HARBOR LLC.

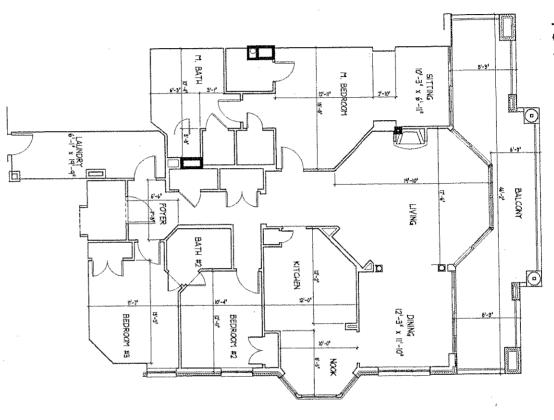




8603 WESTWOOD CENTER DRIVE, SUITE 400, VIENNA, VA 22182 703/760-9344 • FAX 703/760-9328 • email@leasardgroup.com

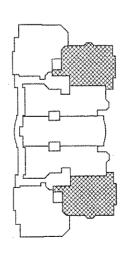






RENAISSANCE ON CHARLESTON HARBOR KEYPLAN BLDGS. A & B - FLOORS 2-6

NIT 0



ROOM SIZES SHOWN ON PLAN BY CALCULATING FROM UNDECORATED OR UNPINSHID INTERIOR OF PERIMETER MALLS

AREA SHOWN CALCULATING FROM UNDECORATED OR UNFINGED INTERIOR OF PERINETER HALLS.

SANABLE FOOT JACK 1986 S.F.
BALCONY 392 S.F.

STORAGE --- S.F.

TOTAL 235 S.F.

TOTAL 235 S.F.

AREA SHOAN USING STANDARD ARCHTECTURAL TREASURING TEATHODS (FROM CATTER OF INTEROR CONTROL HOLL)

SOUNDE FOOTMAKE. 10 OUTSIDE OF EXTERIOR HALL)

SOUNDE FOOTMAKE. 5.F.

BALCOMY 302 S.F.

BALCOMY 302 S.F.

BALCOMY 302 S.F.

BALCOMY 302 S.F.

TOTAL 2408 S.F.

TOTAL 2408 S.F.

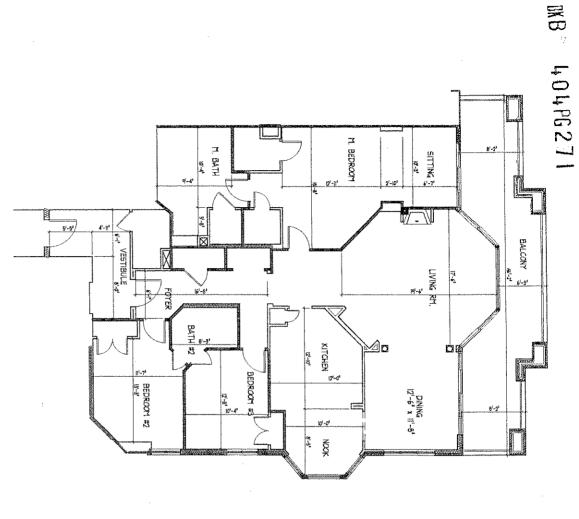
AREA SHOAN CALCULATING FROM UNDECRATED OR UNPINSHED INTEROR OF FERINTETER HALLS.

UNIT D FLOOR PLAN:

UNIT D FLOOR PLAN

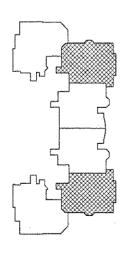
Q REVISION DATE

THE LESSARD ARCHITECTURAL GROUP INC.



RENAISSANCE ON CHARLESTON HARBOR KEYPLAN

A UNIT DI FLOOR PLAN



ROOM SIZES SHOWN ON PLAN BY CALCULATING FROM UNDECONATED OR UNFINISHED INTERIOR OF PENINETER PAILLS

REA MAYM CALCULATING PROT INDECOMPTED OR
NAMEWORD INTEGRACY OF PERMITTER MALLS.

BOUNDED FOUTHAGE

HEATER

BLOCKI AN S.F.

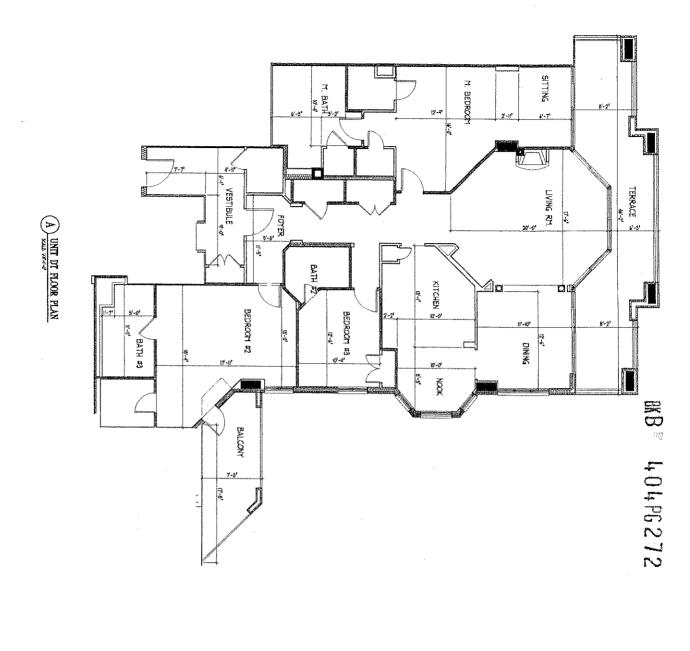
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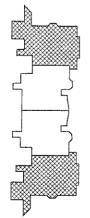
UNIT DI FLOOR PLAN

APARTMENT NUMBERS ≅ **8** 8 8

UNIT DI FLOOR PLAN
THE RENAISSANCE ON CHARLESTON HARBOR



RENAISSANCE ON CHARLESTON HARBOR KEYPLAN



ROOM SIZES SHOWN ON PLAN BY CALCULATING FROM UNDECORATED ON UNFINISHED INTERIOR OF PERIMETER WALLS

UNIT DT FLOOR PLAN

AREA SHOWN CALCULATING FROM UNDECORATED OR UNFINISHED SOLUBE EXCITAGE BOULDE EXCITAGE HEATED S.F. SIGNEMER SIS S.F. TOTAL 267 S.F. TOTAL 267 S.F.

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UNIT DT FLOOR PLAN

THE RENAISSANCE ON CHARLESTON HARBOR MOUNT PLEASANT, SOUTH CAROLINA
RENAISSANCE ON CHARLESTON HARBOR LLC.

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THE LESSARD ARCHITECTURAL GROUP INC

8603 WESTWOOD CENTER DRIVE, SUITE 400, VIENNA, VA 22182 703/760-9344 • FAX 703/760-9328 • emoil@lessordgroup.com



APARTMENT NUMBERS

BA 2-6' BEDROOM #2 FOYER **VITCHEN** KEEPING ROOM M. BATH II'-0" x 12'-1"

BALCONY

ROOM SIZES SHOWN ON PLAN BY CALCULATING FROM UNDECORATED OR INFINISHED INTERIOR OF PERIMETER HALLS

M. BEDROOM

AREA SECHN CALCULATING FROM UNDECORATED OR UNPHINGED MITERIA OF PENINETER MALLS.
SQUARE FROM SE.
HEATED 20% S.F.
BALCONT 45% S.F.
STORAGE 75% S.F.
TOTAL 25% S.F.

2<u>115</u>

AREA SACAN USING STANDARD ARCHITECTURAL MEASURING MEATHODS (PROM CONTEX OF INTERIOR CONTEXN HALL TO OUTSIDE OF SETERICAR HALL)
SCHABEL FOOTAGE:
HEATED 2004 S.F.
SECONDARY 426 S.F.
SECONDARY 426 S.F.
SECONDARY 426 S.F.
TOTAL 2014 S.F.

UNIT E FLOOR PLAN

ę. LIVING

4

ANDOTAB.

UNIT E FLOOR PLAN

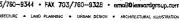
RENAISSANCE ON CHARLESTON HARBOR KEYPLAN

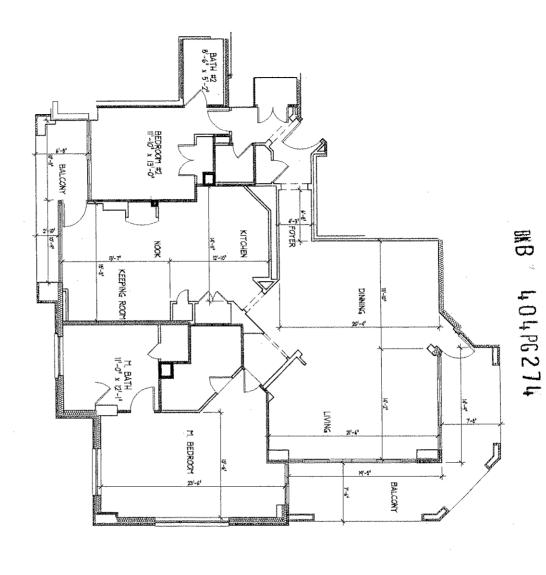
THE RENAISSANCE ON CHARLESTON HARBOR MOUNT FLEASANT, SOUTH CAROLINA RENAISSANCE ON CHARLESTON HARBOR LLC.

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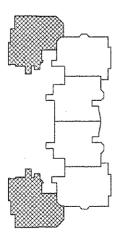
THE LESSARD ARCHITECTURAL GROUP INC.

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A UNIT ET FLOOR PLAN



RENAISSANCE ON CHARLESTON HARBOR KEYPLAN

PERE TIME DE DE AM

APARTMENT NUMBERS

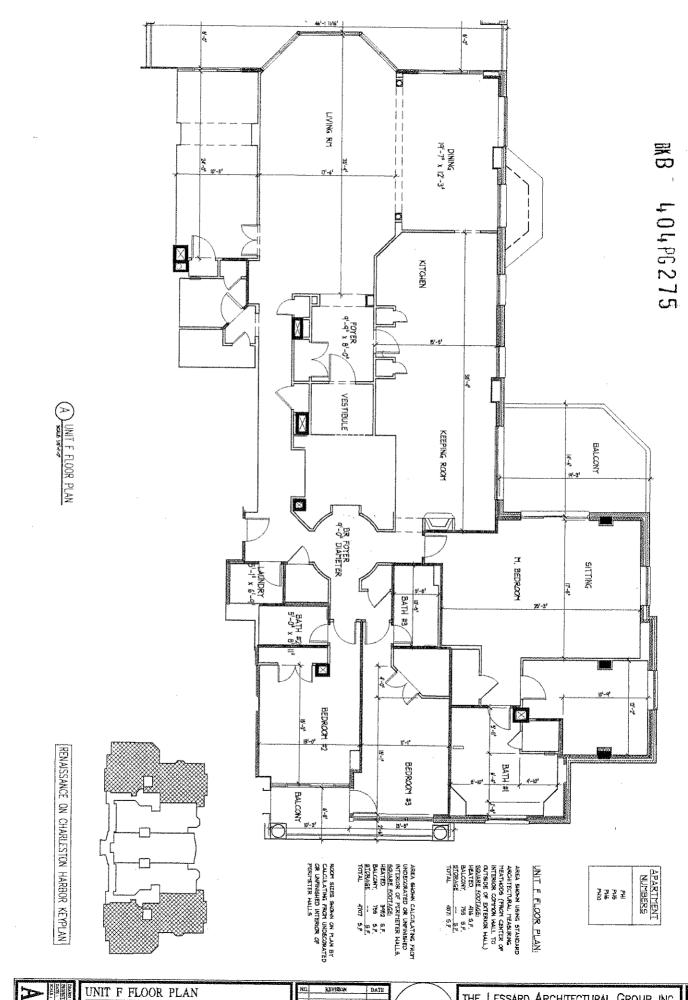
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UNIT EI FLOOR PLAN:

AREA SHOWN USING STANDARD ARCHITECTURAL MEASURING HEATHODS (FROM CENTER OF INTERIOR COMMON WALL TO OUTSIDE OF EXTERIOR WALL)
SQUARE FOOTAGE.
HEATED 2157 S.F.
BALCONY, 404 S.F.
STORAGE 405 S.F.
TOTAL 2561 S.F.

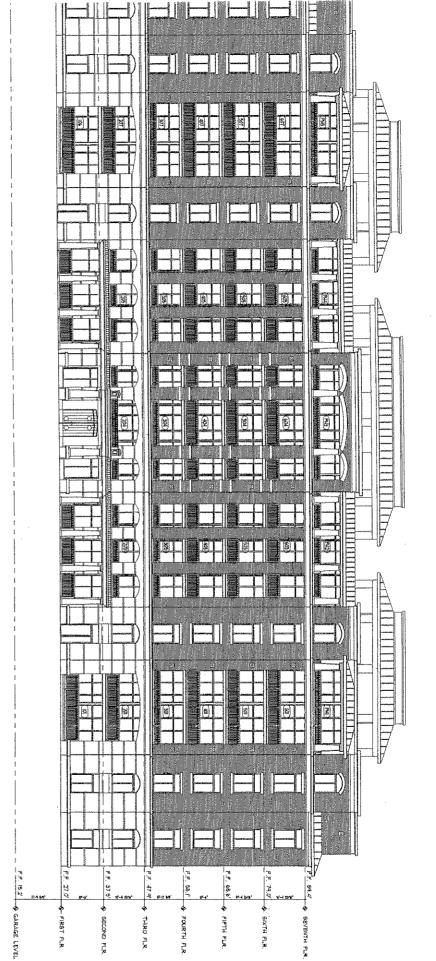
ROOM SIZES SHOWN ON PLAN BY CALCULATING FROM UNDECORATED OR UNFINISHED INTERIOR OF PERIMETER WALLS

REVISION

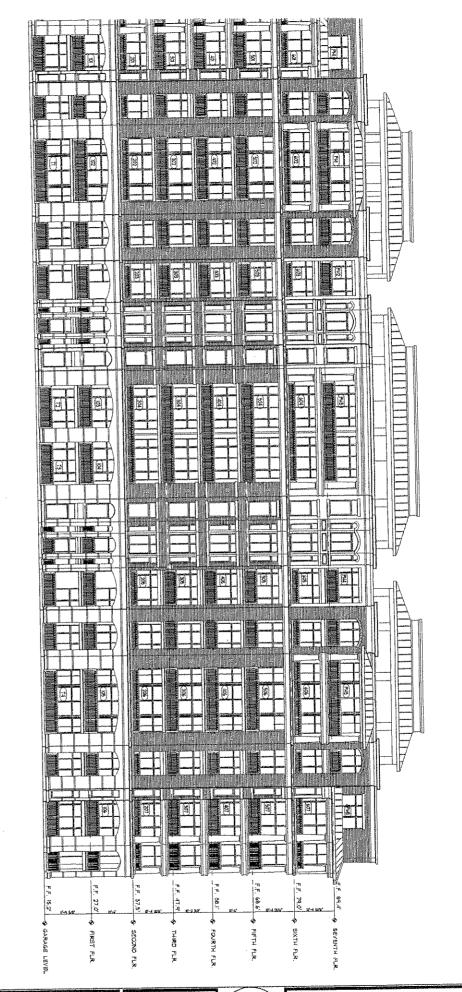


UNIT F FLOOR PLAN
THE RENAISSANCE ON CHARLESTON HARBOR

THE LESSARD ARCHITECTURAL GROUP INC.



A FRONT ELEVATION (BUILDING A) (PHASE 1)

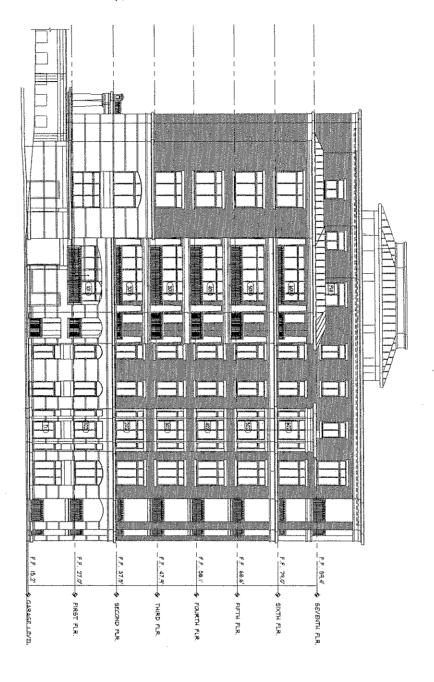


REAR ELEVATION

THE RENAISSANCE ON CHARLESTON HARBOR

THE LESSARD ARCHITECTURAL GROUP INC.

8603 KESTKOOO CENTER DRIVE, SUITE 400, VIENNA, VA 22182 703/760-9344 • FAX 703/760-9328 • empilio leesantigroup.com



A NORTH ELEVATION (BUILDING A) (PHASE 1)

MEANER BY:

BUILDING 'A' NORTH ELEVATION

THE RENAISSANCE ON CHARLESTON HARBOR MOUNT PLEASANT, SOUTH CAROLINA

NO REVISION DATE



(A) SOUTH ELEVATION (BUILDING A) (PHASE 1)



THE LESSARD ARCHITECTURAL GROUP INC 8053 #ESTRODO CHITA UBNE, SUIT 403, NEBAR, 44 2162 703/760-3244 - 544 - 545 703/760-3235 - enrolledescriptorp.cen

DAVE SEVERON DAVE

BUILDING 'A' SOUTH ELEVATION
THE RENAISSANCE ON CHARLESTON HARBOR
RENAISSANCE ON CHARLESTON HARBOR LLC.



CERTIFICATE

I, the undersigned, the duly elected and acting Secretary of RENAISSANCE ON CHARLESTON HARBOR HOMEOWNERS' ASSOCIATION, a South Carolina nonprofit mutual benefit corporation, do hereby certify that the foregoing Bylaws were adopted as the Bylaws of the Association on _________, 20_______, and that the same do now constitute the Bylaws of the Association.

Secretary of the Renaissance on Charleston Harbor

Homeowners' Association

Exhibit "D"

Schedule of Assigned Values and Percentage Interests (Table of Values)

EXHIBIT "D" Table of Values (Phase 1)

W	
·	PERCENTAGE OF
UNIT	OWNERSHIP
T1	0.02000000
T2	0.02000000
T3	0.02000000
T4	0.02000000
101	0.02000000
102	0.0200000
103	0.0200000
104	0.02000000
105	0.02000000
106	0.02000000
201	0.02000000
202	0.02000000
203	0.02000000
204	0.02000000
205	0.02000000
206	0.02000000
207	0.02000000
301	0.02000000
302	0.02000000
303	0.02000000
304	0.02000000
305	0.02000000
306	0.02000000
307	0.02000000

PERCENTAGE OF
OWNERSHIP
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1.00000000

EXHIBIT "D" TABLE OF VALUES (When Phase 3 is added to Regime)

	PERCENTAGE OF
LINUT	OWNERSHIP
UNIT	
T1	0.01010101
T2	0.01010101
Т3	0.01010101
T4	0.01010101
T5	0.01010101
T6	0.01010101
T7	0.01010101
T8	0.01010101
101	0.01010101
102	0.01010101
103	0.01010101
104	0.01010101
105	0.01010101
106	0.01010101
107	0.01010101
108	0.01010101
109	0.01010101
110	0.01010101
111	0.01010101
112	0,01010101
201	0.01010101
202	0.01010101
203	0.01010101
204	0.01010101
205	0.01010101
206	0.01010101
207	0.01010101
208	0.01010101
209	0.01010101
210	0.01010101
211	0.01010101
212	0.01010101
213	0.01010101
214	0.01010101
301	0,01010101
302	0.01010101
303	0.01010101
304	0.01010101
305	0.01010101
306	0.01010101
307	0.01010101
308	0.01010101
309	0.01010101
310	0.01010101
311	0.01010101
312	0.01010101
313	0.01010101
314	0.01010101
	1 0.01010101

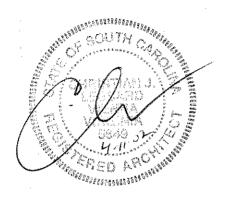
	PERCENTAGE OF
UNIT	OWNERSHIP
401	0.01010101
402	0.01010101
403	0.01010101
404	0.01010101
405	0.01010101
406	0.01010101
407	0.01010101
408	0.01010101
409	0.01010101
410	0.01010101
411	0.01010101
412	0.01010101
413	0.01010101
414	0.01010101
501	0.01010101
502	0.01010101
503	0.01010101
504	0.01010101
505	0.01010101
506	0.01010101
507	0.01010101
508	0.01010101
509	0.01010101
510	0.01010101
511	0.01010101
512	0.01010101
513	0.01010101
514	0.01010101
601	0.01010101
602	0.01010101
603	0.01010101
604	0.01010101
605	0.01010101
606	0.01010101
607	0.01010101
608	0.01010101
609	0.01010101
610	0,01010101
611	0.01010101
612	0.01010101
613	0.01010101
PH1	0.01010101
PH2	0.01010101
PH3	0.01010101
PH4	0.01010101
PH5	0.01010101
PH6	0.01010101
PH7	0.01010101

UNIT	PERCENTAGE OF OWNERSHIP
PH8	0.01010101
PH9	0.01010101
PH10	0.01010101
TOTAL	1.00000000

EXHIBIT "E" TO MASTER DEED OF RENAISSANCE ON CHARLESTON HARBOR HORIZONTAL PROPERTY REGIME

ARCHITECT'S CERTIFICATE

Pursuant to S. C. Code Ann. § 27-31-110 (1976), as amended, I certify that the Regime plans described in the attached Exhibit "C" fully depict the layout, dimensions, location, area and number identification of the Apartments and the General and Limited Common Elements of the Regime.



The Lessard Architectural Group, Inc.

By: Chris Cess

The Deside 4

Architect's S.C. License No. ___________________

Columbia, South Carolina
This ____ day of ______, 2002

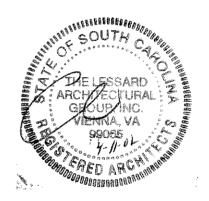


Exhibit "F"

Articles of Incorporation

STATE OF SOUTH CAROLINA SECRETARY OF STATE JIM MILES NONPROFIT ORGANIZATION ARTICLES OF INCORPORATION

1.			of the nonprofit corporation is RENAISSANCE ON CHARLESTON HARBOR VNERS' ASSOCIATION
2.			registered office of the nonprofit corporation is 1401 Main Street, Suite 650, Columbia, Richland outh Carolina 29211.
	The	name o	of the registered agent of the nonprofit corporation at that office is JANET K. SAFRAN.
	I her	reby co	nsent to the appointment as registered agent of the corporation.
3.	Che	ck (a),	(b), or (c) whichever is applicable. Check only one box.
	a.	[]	The nonprofit corporation is a public benefit corporation.
	b.	[]	The nonprofit corporation is a religious corporation.
	c.	[x]	The nonprofit corporation is a mutual benefit corporation.
4. Che	eck (a)	or (b),	whichever is applicable:
	a	[x]	This corporation will have members.
	b.	[]	This corporation will not have members.
5.			s of the principal office of the nonprofit corporation is 1401 Main Street, Suite 650, Columbia, County, South Carolina 29211.
omple	te eith	er (a) o	corporation is either a public benefit corporation (box a. or b. of paragraph 3. is checked), r (b), whichever is applicable, to describe how the remaining assets of the corporation will be solution of the corporation.
	a,	wi or by loc	on dissolution of the corporation, assets shall be distributed for one or more exempt purposes thin the meaning of section 501(c)(3) of the Internal Revenue Code, of the government, or to a state local government, for a public purpose. Any such asset not so disposed of shall be disposed of a the court of common pleas of the county in which the principal office of the corporation is then cated, exclusively for such purposes or to such organization or organizations, as said court shall termine, which are organized and operated exclusively for such purposes.
	b. [] Up be	on dissolution of the corporation, consistent with law, the remaining assets of the corporation shall distributed to:
7.	If the	e corpo	ration is a mutual benefit corporation (box c. of paragraph 3. is checked), complete either (a) or

(b), whichever is applicable, to describe how the [remaining] assets of the corporation will be distributed upon

the dissolution of the corporation.

a.	Upon dissolution of the mutual benefit corporation the [remaining] assets shall be distributed to i members, or if it has no members, to those persons to whom the corporation holds itself out a benefitting or serving.	
b.	Upon dissolution of the mutual benefit corporation the [remaining] assets, consistent wi law, shall be distributed to:	th —
as f	otional provisions which the nonprofit corporation elects to include in the articles of incorporation at ow (See Section 33-31-202(c) of the 1976 South Carolina Code, the applicable comments hereto, are structions to this form):	
a.	<u>Purpose</u> . This Association does not contemplate pecuniary gain or profit to the members hereof, are the specific primary purposes for which it is formed are to provide for management, administration maintenance, preservation and architectural control of the Units, residential Buildings and Common Areas within a certain tract of property situate in the City of Mount Pleasant, Charleston Count South Carolina, and to promote the health, safety and welfare of all the residents within the proper and any additions thereto or expansions thereof as may hereafter be brought within the jurisdiction of this Association for this purpose, all according to that certain Master Deed of Renaissance of Charleston Harbor Horizontal Property Regime, hereinafter, the "Declaration," recorded or to be recorded in the Office of the Register of Mesne Conveyances (RMC) for Charleston County, Sour Carolina.	n, on y, ty on on
b.	Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Univalence of the Declaration (including the Declarant) shall be a member of the Association. The membership of each Unit owner shall be appurtenant to and may not be separated from ownership of a Unit and ownership of a Unit shall be the sole qualification for such membership. In the event that fee title to a Unit is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. Any person or entity who holds an interest in a Unit merely as security for the performance of an obligation shall not be a member of this Association. Voting rights will be exercised in the manner provided in the By-Laws of the Association.	n. m In ne ig sh
The	ame and address (with zip code) of each incorporator is as follows (only one is required):	
Jan	K. Safran, 1401 Main Street, Suite 650, Columbia, SC 29211	
Eacl in th	original director of the nonprofit corporation must sign the articles but ouly if the directors are name e articles:	d
	Named Signature of director f named in articles)	
Kac	ncorporator must sign the articles.	

Signature of incorporator Janet K. Safran

8.

9.

10.

11.

Exhibit "G"

By-Laws of the Association