

118  
718  
SS  
JFS  
544

BEAUFORT COUNTY SC - ROD  
BK 02374 PGS 0025-0137  
FILE NUM 2006038843  
05/16/2006 03:14:49 PM  
REC'D BY S SMITH RCPT# 417890  
RECORDING FEES 118.00

After Recording, Return to:  
Jones, Patterson, Simpson & Newton, P.A.  
11 Arley Way, Suite 202  
P.O. Box 1938  
Bluffton, South Carolina 29910

**MASTER DEED OF  
THE RESERVE AT WOODBRIDGE  
HORIZONTAL PROPERTY REGIME**

**Bluffton, South Carolina**

**THIS MASTER DEED CONTAINS A BINDING, IRREVOCABLE AGREEMENT TO  
ARBITRATE AND IS SUBJECT TO ARBITRATION PURSUANT TO TITLE 15,  
CHAPTER 48 (UNIFORM ARBITRATION ACT) OF THE CODE OF LAWS OF  
SOUTH CAROLINA (1976), AS NOW CONSTITUTED**

RECORDED  
2006 Jun -06 04:45 PM  
*Sharon Q. Burns*  
BEAUFORT COUNTY AUDITOR

1

ADD DMP Record 6/6/2006 03:50:38 PM  
BEAUFORT COUNTY TAX MAP REFERENCE

| Dist | Map | SMap | Parcel | Block | Week |
|------|-----|------|--------|-------|------|
| R600 | 030 | 000  | 0042   | 0000  | 00   |



**2.3 Reservation of Declarant Rights.** In accordance with South Carolina Code of Laws Section 27-31-440, until such time that Declarant conveys any Condominium Units as described on Exhibits "B" and "C" attached hereto, Declarant reserves the unilateral right, after recording of this Master Deed and after having given Notice of Conversion of Rental Property to a Horizontal Property Regime pursuant to the Act, to abandon the intended conversion as contemplated by this Master Deed; however, in no event shall said conversion pursuant to this Master Deed be abandoned subsequent to the conveyance of one or more Condominium Units within the Regime unless Declarant and all Unit Owners and all mortgagees encumbering any portion of the Property agree in writing to abandon said Regime and merge the Condominium Units with the principal property subject to the provisions of the Act and specifically subject to the provisions of South Carolina Code of Laws Section 27-31-130.

### **ARTICLE 3: IMPROVEMENTS; CONDITION DISCLOSURE**

**3.1 Buildings and Improvements.** The improvements constructed on and forming a part of the Property are constructed in accordance with the as built survey referenced on Exhibit "B" (the "Plat"), prepared by Terry G. Hatchell, Surveying Consultants, registered land surveyor in South Carolina under Registration Certificate Number 11059. The improvements are more specifically described and depicted on the floor plans of buildings referenced on Exhibit "C" hereto and incorporated herein by reference (the "Plans"), prepared by Robert E. Epps, Epps Edwards Architects, architects duly licensed to practice in the State of South Carolina under Registration Certificate Number SC 2081, which Exhibit "C" has been recorded in the Beaufort County, South Carolina Land Records Office, in Plat Book 113, at Page 129. Attached to this Master Deed as Exhibit "D" is a certificate by said architect that the Condominium Units, Garage Units, Storage Units and related General and Limited Common Elements constructed on the Property are constructed substantially as depicted and represented on said Plat and Plans.

**3.2 Physical Condition Report.** A report containing a good faith estimate of the remaining useful life to be expected for each item reported on, together with a list of any notices of uncured violations of building codes or other county or municipal regulations, if any, together with an estimated cost of curing those violations, prepared by an independent registered architect or engineer licensed to practice in South Carolina, is attached hereto as Exhibit "F" and incorporated herein by reference. The report satisfies the requirements of South Carolina Code of Laws Sections 27-31-430 and is intended to provide a summary of the present condition of improvements and all common elements as listed in said report and it is intended to be a good faith estimate of the useful life of the improvements. This condition report shall not constitute a warranty of Declarant or of said architect or engineer.

### **ARTICLE 4: DEFINITIONS**

**4.1 Certain Basic Terms.** The terms used in this Master Deed and in the Exhibits hereto shall have the meanings stated in Section 27-31-20 of the Code of Laws of South Carolina, known as the "Horizontal Property Act", as amended from time to time, and as follows:

A. "Act" means the Horizontal Property Act as currently set forth in Title 27, Chapter 31 of the Code of Laws of South Carolina, 1976, as amended from time to time.

B. "Apartment" has the same connotation as the term "Apartment" as defined and used in the Act and means a part of the Property intended for any type of independent use, whether residential, parking or storage, consisting of one or more rooms or spaces in a building or, if not in a building, in a separately delineated open or enclosed place. (Note: Apartment may also be referred to in this Master Deed and Exhibits as "Condominium", "Residence", "Residential Unit", "Garage Unit", "Storage Unit" or individually and/or collectively as "Units").

C. "Assessment" means a Co-Owner's pro rata share of common expenses which from time to time are assessed against a Co-Owner by the Association.

D. "Association" means the Council of Co-Owners as defined by the Act, and also means The Reserve at Woodbridge Owners Association, the corporate form by which the Council of Co-Owners shall operate the Regime.

E. "Board of Directors" or "Board" means the group of persons selected, authorized and directed to manage and operate the Association as provided by the Act, this Master Deed and the By-Laws.

F. "Breezeway Storage Area" means an enclosed storage closet, located in the breezeway area of Building "A" or Building "K", accessible from such breezeway and included as part of the description of a specified Unit as identified and described in this Master Deed, as further shown on the Plans attached hereto and marked as Exhibit "C", and as further described and identified relative to its corresponding Residential Unit in Exhibit "E". Breezeway Storage Area does not and shall not refer to a "Storage Unit" as defined below in Section 4.1 (BB).<sup>9</sup>

G. "Building" means a structure or structures, containing in the aggregate two or more Units, and which comprises a part of the Property (Note: Building may also be referred to as Residential Building or Garage Building).

H. "Common Elements" means the General and Limited Common Elements, as defined herein in Section 5.1 below, and as defined in the Act.

I. "Common Expenses" means the expenses for which the Co- Owners are liable to the Association and include:

- 1). Expenses of ownership, operation, administration, maintenance of and insurance for the property and common elements, further including but not limited to repair or replacement of the Common Elements, construction of improvements, and

maintenance, repair and replacement of those portions of Units which are the responsibility of the Association;

2). Expenses declared Common Expenses by provisions of this Master Deed and Exhibits, the By-Laws of the Association, and the Act.

3). Expenses incurred by Declarant and/or the Association pursuant to service contracts for telecommunications, lighting, signage, landscaping, utility or other service or utility contracts.

J. "Common Interest" means the proportionate share of undivided interest in the Common Elements of the property pertaining to each Unit, as expressed in this Master Deed and as set forth in Exhibit "E", representing the value of the individual Unit with relation to the value of the whole property.

K. "Common Surplus" means the excess of all financial receipts and/or income of the Association, including but not limited to Assessments over the amount of Common Expenses.

L. "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns one or more Units in the Regime (Note: Co-Owner may also be referred to in this Master Deed and Exhibits as "Owner").

M. "Condominium" means the same as "Residential Unit" as defined in Section 4.1 (AA), and is a part of the Property intended for independent single family residential use and which includes one or more rooms or enclosed spaces located on one floor of a Building (Note: Condominium may also be referred to in this Master Deed and Exhibits as "Apartment", "Residence", "Residential Unit", or "Unit").

N. "Council of Co-Owners" means all the Co-Owners as defined herein and it shall also refer to the Association as herein defined.

O. "Declarant" means Kings Summer Isles Apartments, LLC, a Limited Liability Company, organized under the laws of the State of South Carolina, with its principal place of business located at 2 Means Bluff Way, Sheldon, South Carolina 29941, and its successors and assigns.

P. "Floor Plan" means the plans of each residential or garage building which graphically show the dimensions, area, and location of each Unit therein and the dimension, area, and location of all general and limited common elements affording access to each Unit or otherwise.

Q. "Garage Building" means a structure or structures, containing in the aggregate two or more Garage and/or Storage Units, and which comprises a part of the Property (Note: Garage Building may also be referred to in this Master Deed and Exhibits as a "Building").

R. "Garage Unit" is a part of the Property intended for independent use for the parking of vehicles or storage of household items reasonably related to Residential Condominium ownership and use, consisting of one separately delineated enclosed parking space in a garage building. (Note: Garage Unit may also be referred to in this Master Deed and Exhibits as a "Unit").

S. "Majority of Co-Owners" means the Co-Owners owning fifty-one (51%) percent or more of the statutory value of the Property as a whole as referenced in Article "6" below, and as set forth on Exhibit "E" attached to this Master Deed.

T. "Master Deed" means this deed or declaration establishing and recording the Property of the Regime and all Exhibits attached hereto.

U. "Owner" has the same meaning as "Co-Owner" as defined above in Section 4.1 (L) above.

V. "Ownership" means the exclusive ownership of one or more Units in a building along with the common right to a proportionate share, with other Co-Owners, in the General and Limited Common Elements of the Property.

W. "Person" shall mean, for the purposes of this Master Deed and By-laws, an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, to whom title may be or has been conveyed.

X. "Plat" means the plat or survey of the Property hereby submitted to the provisions of the Act graphically showing the boundaries of the real estate, the horizontal and vertical location of all buildings, easements and other improvements, which Plat is attached hereto, marked as Exhibit "B" and incorporated by reference in this Master Deed.

Y. "Property" means and includes the land, buildings, improvements and structures located on the land as described by this Master Deed and as shown and described on Exhibits "B" and "C", along with all easements, covenants, rights and appurtenances belonging thereto.

Z. "Regime" means "The Reserve at Woodbridge Horizontal Property Regime" created by this Master Deed and all references to the Association, as herein defined, shall likewise include reference to the Regime and vice versa.

AA. "Residential Unit" means the same as "Condominium" as defined in Section 4.1 (M), and is a part of the Property intended for independent single family residential use and which includes one or more rooms or enclosed spaces located on one floor of a Building, and such definition of Unit shall be deemed to include Breezeway Storage Areas where applicable (Note: Residential Unit may also be referred to in this Master Deed and Exhibits as "Apartment", "Condominium", "Residence" "Residential Unit" or "Unit").

BB. "Storage Unit" is a part of the Property intended for independent use for storage of household items reasonably related to Residential Condominium Unit ownership and use, consisting of one separately delineated enclosed space in a Garage Building (Note: Storage Unit may also be referred to in this Master Deed and Exhibits as a "Unit"). Storage Unit does not and shall not refer to a "Breezeway Storage Area" as defined above in Section 4.1 (F).

CC. "Storm Drainage Easement(s)" means and refers to "Storm Drainage Easement A" containing 0.073 acres more or less, and "Storm Drainage Easement B" containing 0.138 acres more or less, and being a section of the Buckwalter Tract, located in Beaufort County, South Carolina, and more particularly shown on a plat entitled "An ALTA/ACSM Land Title Survey of Summer Isle at Woodbridge, a Section of Buckwalter Tract", dated December 2, 1999, last revised February 10, 2000, by Coastal Surveying Co., Inc., and recorded in the Office of Beaufort County Register of Deeds in Plat Book 73 at Page 71 and re-recorded March 21, 2000 in Plata Book 73 at Page 190, and as further shown and described on the Plat marked and attached hereto as Exhibit "B", and which Exhibit "B" has been recorded in the Beaufort County Land Records Office, South Carolina, in Plat Book 113 at Page 127.

DD. "Unit" means a part of the Property intended for independent use consisting of one separately delineated enclosed space in a building and means the same as the above definitions for "Apartment" in 4.1 (B), "Condominium" in 4.1 (M), "Garage Unit" in 4.1 (R), "Residential Unit" in 4.1 (AA), and "Storage Unit" in 4.1 (BB).

#### **ARTICLE 5: DESCRIPTION OF PROPERTY**

**5.1 General Description of Property.** The Property encompasses a tract of land consisting of 30.503 acres, more or less, together with two (2) Storm Drainage Easements, known as Storm Drainage Easement "A" and Storm Drainage Easement "B" and as defined and described above in Section 4.1 (CC), and subject to all applicable covenants, conditions, restrictions and easements filed of record, which Land and Easements are more fully described in Exhibit "A" attached hereto, and which are graphically depicted on the Plat marked as Exhibit "B" and attached hereto. Said Property includes: twelve (12) two (2) story buildings (identified in this Master Deed and Exhibits as Buildings A through J and Buildings K through M), which buildings contain a total of 214 Residential Condominium Units; four parking garage buildings containing a total of twenty (20) Garage Units and thirteen (13) Storage Units; a clubhouse; a swimming pool; a fitness center; common uncovered parking areas; and, other associated limited and general common elements.

**5.2 General Description of Residential Condominium Units.** The Property includes 214 individual Residential Condominium Units situated in 12 buildings all of which have previously been occupied, which Residential Units are to be used for residential purposes only. All of the Residential Condominium Units are more particularly described below in Section 5.6 and are further described and shown on the Plat and Plans attached hereto respectively as Exhibits "B", "C", and "E".

**5.3 General Description of Garage Units.** The Property also includes four (4) garage buildings containing twenty (20) Garage Units. All of the Garage Units are more particularly described below in Section 5.7 and are further described and shown on the Plat and Plans attached hereto on Exhibits "B", "C" and the Schedule of Assigned Values attached as Exhibit "E". Ownership of Garage Units shall be limited to those persons owning a Residential Unit.

**5.4 General Description of Storage Units.** The Property also includes thirteen (13) Storage Units located in four (4) Garage Buildings. All of the Storage Units are more particularly described in Section 5.7 below and are further described and shown on the Plat and Plans attached hereto on Exhibits "B", "C" and "E". Ownership of Storage Units shall be limited to those persons owning a Residential Unit. Storage Units

**5.5 Legal Description of Units.** The Plat and Plans attached hereto respectively as Exhibits "B" and "C", the Schedule of Assigned Value Chart attached hereto as Exhibit "E", together with the Unit numbers, the square footage area indicated in this Master Deed and Exhibits, the description of Unit boundaries as hereinafter set forth below, and all Exhibits shall constitute a complete legal description of all Units within the Regime. Each Unit shall constitute a separate parcel of real property which, subject to the provisions of this Master Deed and the Act, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property, along with the appurtenant common interest share of each Unit in and to the common elements of the Regime.

**5.6 Specific Description of Individual Residential Condominium Unit Types:** There are five (5) basic types of Residential Condominium Unit floor plans (Types A-1, A-2, B-1, C-1 and D-1) in The Reserve at Woodbridge Horizontal Property Regime, all of which are on one (1) floor. Certain Residential Units include a heated sunroom and/or a Brecczeway Storage Area exclusive to and a part of the legal description of any such certain Residential Unit, which specific Units are more specifically described and identified in Exhibit "E" attached hereto.

**A. Walkthrough Description of Residential Condominium Units:** The five (5) basic types of Residential Condominium Unit floor plans for the Regime are further described as follows:

1). **Type A-1** is a one bedroom/one bathroom home. It has an entrance foyer with hall closet, which foyer opens onto the kitchen. The living room is located just off the kitchen and leads to a limited common element porch area and outside storage closet. A short hallway leads from the foyer to the bathroom and bedroom, which has a walk-in closet. The laundry room is adjacent to the kitchen.



**5.2 General Description of Residential Condominium Units.** The Property includes 214 individual Residential Condominium Units situated in 12 buildings all of which have previously been occupied, which Residential Units are to be used for residential purposes only. All of the Residential Condominium Units are more particularly described below in Section 5.6 and are further described and shown on the Plat and Plans attached hereto respectively as Exhibits "B", "C", and "E".

**5.3 General Description of Garage Units.** The Property also includes four (4) garage buildings containing twenty (20) Garage Units. All of the Garage Units are more particularly described below in Section 5.7 and are further described and shown on the Plat and Plans attached hereto on Exhibits "B", "C" and the Schedule of Assigned Values attached as Exhibit "E". Ownership of Garage Units shall be limited to those persons owning a Residential Unit.

**5.4 General Description of Storage Units.** The Property also includes thirteen (13) Storage Units located in four (4) Garage Buildings. All of the Storage Units are more particularly described in Section 5.7 below and are further described and shown on the Plat and Plans attached hereto on Exhibits "B", "C" and "E". Ownership of Storage Units shall be limited to those persons owning a Residential Unit. Storage Units

**5.5 Legal Description of Units.** The Plat and Plans attached hereto respectively as Exhibits "B" and "C", the Schedule of Assigned Value Chart attached hereto as Exhibit "E", together with the Unit numbers, the square footage area indicated in this Master Deed and Exhibits, the description of Unit boundaries as hereinafter set forth below, and all Exhibits shall constitute a complete legal description of all Units within the Regime. Each Unit shall constitute a separate parcel of real property which, subject to the provisions of this Master Deed and the Act, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property, along with the appurtenant common interest share of each Unit in and to the common elements of the Regime.

**5.6 Specific Description of Individual Residential Condominium Unit Types:** There are five (5) basic types of Residential Condominium Unit floor plans (Types A-1, A-2, B-1, C-1 and D-1) in The Reserve at Woodbridge Horizontal Property Regime, all of which are on one (1) floor. Certain Residential Units include a heated sunroom and/or a Broccheway Storage Area exclusive to and a part of the legal description of any such certain Residential Unit, which specific Units are more specifically described and identified in Exhibit "E" attached hereto.

**A. Walkthrough Description of Residential Condominium Units:** The five (5) basic types of Residential Condominium Unit floor plans for the Regime are further described as follows:

1). **Type A-1** is a one bedroom/one bathroom home. It has an entrance foyer with hall closet, which foyer opens onto the kitchen. The living room is located just off the kitchen and leads to a limited common element porch area and outside storage closet. A short hallway leads from the foyer to the bathroom and bedroom, which has a walk-in closet. The laundry room is adjacent to the kitchen.

2). **Type A-2** is a one bedroom/one bathroom home. It has an entrance foyer with closet which foyer opens to a separate dining room and adjacent kitchen. The living room is just off the dining room. A short hallway leads from the dining room to the bathroom, laundry room and single bedroom which has a large walk-in closet.

a). There are six A-2 Units which include as part of that Unit's legal description heated sunrooms accessed off the living room, which such Units are more specifically described and identified in Exhibit "E", whereas all other A-2 Units access to a limited common element open porch or screened porch area and adjacent outdoor storage closet.

3). **Type B-1** is a two bedroom/one bathroom home. The Unit entrance opens to adjoining living and dining rooms. The kitchen is located off the dining area and it has an adjacent laundry room. A central hall leads to the bathroom and both bedroom, each of which has a walk-in closet.

a). There are four B-1 Units which include as part of that Unit's legal description heated sunrooms accessed off the living room, which Units are more specifically described and identified in Exhibit "E", whereas all other B-1 Units have either a limited common element open porch or screened porch area with an adjacent outdoor storage closet.

4). **Type C-1** is a two bedroom/two bathroom home with a living/dining room area. A master bedroom suite, with walk-in closet and separate bathroom is accessed from the living room. A central foyer accesses the living/dining area, the kitchen, the second bath room and a short hallway leading to the laundry room and second bedroom which has a walk-in closet.

a). There are fourteen C-1 Units which include as part of that Unit's legal description heated sunrooms accessed off the living room, which Units are more specifically described and identified in Exhibit "E", whereas all other C-1 Units access to a limited common element open porch or screened porch area and adjacent outdoor storage closet.

b). In addition, there are two C-1 Units which include as part of that Unit's legal description Breezeway Storage Areas, accessed from the exterior breezeway adjacent to the respective Unit, which Units are more specifically described and identified in Exhibit "E".

5). **Type D-1** is a three bedroom/two bathroom home with a living room and separate dining area. A central foyer and hall opens to the living/dining area, which also leads to the kitchen and adjacent laundry/utility room. The master bedroom suite is accessed from the foyer and includes a walk-in closet and separate bathroom. The second bathroom and two additional bedrooms, each with a walk-in closet, are accessed off of the living area.

a). There are eleven D-1 Units which include as part of that Unit's legal description heated sunrooms accessed off the living room, which Units are more specifically described and identified in Exhibit "E", whereas all other D-1 Units access to a limited common element open porch or screened porch area and adjacent outdoor storage closet.

b). In addition, there are fourteen D-1 Units which include as part of that Unit's legal description Breezeway Storage Areas, accessed from the exterior breezeway adjacent to the respective Unit, which Units are more specifically described and identified in Exhibit "E".

**5.7 Specific Description of Individual Garage and Storage Unit Types; Numbering System:** Garage Buildings shall be identified and designated by numbers and Garage Units by letters. There are three basic types of Garage Unit floor plans (Types 1, 2 and 3) located in the Garage Buildings. Storage Units shall be identified and designated by letters and numbers. There is one basic type of Storage Unit floor plan (Type 4) located in the Garage Buildings. Any conveyance or other instrument affecting title to a Garage or Storage Unit may sufficiently describe any such Unit by use of its designated Unit letter and number combination followed by "The Reserve at Woodbridge Horizontal Property Regime.". Said types being further described and numbered for identification purposes as follows:

| Building | Number of Unit Type         | Unit Area   | Unit Number    |
|----------|-----------------------------|-------------|----------------|
| Garage 1 | Four - Type 1 Garage Units  | 225 sq. ft. | 1A, 1B, 1E, 1F |
|          | Two - Type 2 Garage Units   | 238 sq. ft. | 1C, 1D         |
|          | Two - Type 4 Storage Units  | 71 sq. ft.  | S1, S2         |
| Garage 2 | Four - Type 1 Garage Unit   | 225 sq. ft. | 2G, 2H, 2K, 2L |
|          | Two - Type 2 Garage Unit    | 238 sq. ft. | 2I, 2J         |
|          | Six - Type 4 Storage Units  | 71 sq. ft.  | S3 through S8  |
| Garage 3 | Two - Type 3 Garage Unit    | 315 sq. ft. | 3M, 3N         |
| Garage 4 | Four - Type 1 Garage Unit   | 225 sq. ft. | 4Q, 4P, 4S, 4T |
|          | Two - Type 2 Garage Unit    | 238 sq. ft. | 4Q, 4R         |
|          | Five - Type 4 Storage Units | 71 sq. ft.  | S9 through S13 |

**5.8 Residential Condominium Unit Numbering System.** The Residential Buildings shall be identified and designated by letter and Residential Units shall be identified and designated by number and any conveyance or other instrument affecting title to a Residential Unit may sufficiently describe any Residential Unit by use of its designated building letter and unit number followed by "The Reserve at Woodbridge Horizontal Property Regime." The Residential Units of The Reserve at Woodbridge Horizontal Property Regime are located and identified on the Plat, attached hereto and marked as Exhibit "B", and on the Plans, attached hereto and marked as Exhibit "C", and are further located and numbered as follows:

|  |                                    |  |                                    |  |                                     |
|--|------------------------------------|--|------------------------------------|--|-------------------------------------|
| <b>Building A</b>  | Type Condo's.                      | <b>Building B</b>  | Type Condo's.                      | <b>Building C</b>  | Type Condo's.                       |
| <u>Unit No's:</u><br><b>First Floor</b><br><b>A110-A117</b>                    | Four: C-1<br>Four: D-1             | <u>Unit No's:</u><br><b>First Floor</b><br><b>B110-B117</b>                    | Four: A-2<br>Four: B-1             | <u>Unit No's:</u><br><b>First Floor</b><br><b>C110-C121</b>                    | Four: B-1<br>Four: C-1<br>Four: D-1 |
| <b>Second Floor</b><br><b>A210-A214</b><br><b>and A216</b>                     | Four: C-1<br>Two: D-1              | <b>Second Floor</b><br><b>B210-B217</b>  | Four: A-2<br>Four: B-1             | <b>Second Floor</b><br><b>C210-C221</b>  | Four: B-1<br>Four: C-1<br>Four: D-1 |
| <b>Building D</b>  | Type Condo's                       | <b>Building E</b>  | Type Condo's                       | <b>Building F</b>  | Type Condo's                        |
| <u>Unit No's:</u><br><b>First Floor</b><br><b>D110-D118</b><br><b>and D120</b> | Two: A-1<br>Four: A-2<br>Four: C-1 | <u>Unit No's:</u><br><b>First Floor</b><br><b>E110-E118</b><br><b>and E120</b> | Four: B-1<br>Six: C-1              | <u>Unit No's:</u><br><b>First Floor</b><br><b>F110-F117</b>                    | Four: C-1<br>Four: D-1              |
| <b>Second Floor</b><br><b>D210-D218</b><br><b>and D220</b>                     | Two: A-1<br>Four: A-2<br>Four: C-1 | <b>Second Floor</b><br><b>E210-E218</b><br><b>and E220</b>                     | Four: B-1<br>Six: C-1              | <b>Second Floor</b><br><b>F210-F217</b>  | Four: C-1<br>Four: D-1              |
| <b>Building G</b>  | Type Condo's.                      | <b>Building H</b>  | Type Condo's.                      | <b>Building J</b>  | Type Condo's.                       |
| <u>Unit No's:</u><br><b>First Floor</b><br><b>G110-G117</b>                    | Four: A-2<br>Four: B-1             | <u>Unit No's:</u><br><b>First Floor</b><br><b>H110-H118</b><br><b>and H120</b> | Two: A-1<br>Four: A-2<br>Four: C-1 | <u>Unit No's:</u><br><b>First Floor</b><br><b>J110-J117</b>                    | Four: C-1<br>Four: D-1              |
| <b>Second Floor</b><br><b>G210-G217</b>  | Four: A-2<br>Four: B-1             | <b>Second Floor</b><br><b>H210-H218</b><br><b>and H220</b>                     | Two: A-1<br>Four: A-2<br>Four: C-1 | <b>Second Floor</b><br><b>J210-J217</b>  | Four: C-1<br>Four: D-1              |
| <b>Building K</b>  | Type Condo's                       | <b>Building L</b>  | Type Condo's                       | <b>Building M</b>  | Type Condo's                        |
| <u>Unit No's:</u><br><b>First Floor</b><br><b>K110-K117</b>                    | Four: C-1<br>Four: D-1             | <u>Unit No's:</u><br><b>First Floor</b><br><b>L110-L117</b>                    | Four: C-1<br>Four: D-1             | <u>Unit No's:</u><br><b>First Floor</b><br><b>M110-M118</b><br><b>and M120</b> | Two: A-1<br>Four: A-2<br>Four: C-1  |
| <b>Second Floor</b><br><b>K210-K217</b>  | Four: C-1<br>Four: D-1             | <b>Second Floor</b><br><b>L210-L217</b>  | Four: C-1<br>Four: D-1             | <b>Second Floor</b><br><b>M210-M218</b><br><b>and M220</b>                     | Two: A-1<br>Four: A-2<br>Four: C-1  |

A. **Residential Condominium Unit Mailing Addresses.** Mailing addresses for individual Residential Condominium Units shall be 50 Pebble Beach Cove, Unit No. (Specific Letter-Number) , Bluffton, South Carolina 29910.

**5.9 Boundaries of Units; General Rule.** The general description of the boundaries of each Residential Unit (including those Units with sunrooms and/or breezeway storage areas), Garage Unit and Storage Unit are as follows:

A. The upper and lower ("horizontal") boundaries of each Unit are the interior unfinished surfaces of the floors and ceilings of each Unit. The perimeteric ("vertical") boundaries of Unit extended to an intersection with the upper and lower boundaries are as follows:

1). As to all Unit exterior walls which physically divide the Unit from Common Elements of a building, or from another Unit, it shall be the vertical plane of the unfinished surface of the interior wall material subject to such encroachments as now exist or may be caused or created by the construction, settlement or movement of the Building or by permissible repairs, construction or alterations. All glass windows and all doors directly accessing the Unit are part of the Unit.

2). All vertical planes of each Unit shall extend laterally to intersections with each other.

B. All lath, wallboard, tiles, paint, finished flooring, carpet, and any other materials constituting any part of the finished surfaces of the walls, floors, and ceilings which are the boundaries of a Unit, together with all telephones, and all built in fixtures, wires, service outlets, vent outlets, heating and cooling equipment and duct work, electrical switches, thermostats, toilet and other bathroom fixtures and any and all other similar mechanical or physical features which are within the perimeteric walls or ceilings and serving a single Unit or within the space above the ceiling and below the floor of the Unit or, in the case of the heating, air conditioning and ventilation system, located outside the Unit, are a part of the Unit.

C. Any flue, duct, chase, conduit, bearing wall, bearing column, joist, rafter, and all other similar mechanical or physical fixtures except those designated in Section 5.9 (B) above, whether or not it lies partially within and partially outside the designated boundaries of a Unit, is a common element.

D. Subject to the provisions of Section 5.9 (C) above, all spaces, interior non-bearing partitions, and other fixtures and improvements within the boundaries of a Unit installed with the perimeteric walls or ceilings whether as a part of the original construction or as a part of the subsequent repairs or construction, are a part of the Unit.

E. Those certain Breezeway Storage Areas specifically described, identified and numbered in Sections 5.6 A (4) (b) and 5.6 (A)(5)(b) above, and further described and shown in the Plans attached hereto as Exhibit "C", shall be included as part of the legal description of that certain Residential Unit so indicated and shown and shall be deemed to be part of and within the boundaries of the identified Residential Unit as so indicated and described.

F. **Deed and Title to Units.** On the transfer of a Unit, a deed effecting that transfer conveys all the seller's interests in that Unit to the purchaser, including the seller's interest in general and limited common elements and the real and personal property of the Association, any reserve accounts applicable to that Unit, and in any cause of action or chose in action either of the Association or arising out of his ownership of that Unit, whether or not

those interests are expressly described in the deed. Every Unit Owner shall promptly cause to be duly recorded with the Office of Register of Deeds for Beaufort County the deed, lease, assignment, or other conveyance to him of such Unit, and shall file such evidence of his title with the Board of Directors through the manager. The Association Secretary shall maintain such information in the record of ownership of the Association.

1). **Restriction on Transfer of Deeds.** Owners of Garage and Storage Units shall be restricted from transferring and conveying title to said Garage and/or Storage Units to any persons other than Owners of a Residential Condominium Unit; further, any Garage or Storage Unit Owner divesting all interest and ownership in and to that Owner's Residential Condominium Unit(s) shall also, contemporaneously with the sale of said Residential Unit, sell and convey said Garage or Storage Unit to either the buyer of said Residential Unit or a third person who is Co-Owner of a Residential Unit in the Regime, and said Garage or Storage Unit Owner shall be restricted from conveying title to his or her Residential Condominium Unit until such time that said Owner is able to also convey title to said Garage or Storage Unit prior to or contemporaneous with the conveyance of said Residential Condominium Unit.

**5.10 Description of General Common Elements.** The common elements of the Property are defined and are further described as follows:

A. The Property, excluding those areas and fixtures contained within the boundaries of Units, those areas designated as Limited Common Elements, including but not limited to the Land on which the Units are constructed together with Storm Drainage Easements described above in Section 4.1 (CC), the foundations, roofs, exterior portions of perimeter walls, including exterior wall surfaces, those portions of partitions and walls separating Units not otherwise part of the Unit, gutters, load-bearing columns or walls, slabs, public utility lines; and pipes, wires or conduits located within slabs or elsewhere in the Buildings other than as described in Section 5.9 (B). In each instance there shall also be included the space actually occupied by the above;

B. Uncovered parking facilities, as distinguished from enclosed Garage Units provided for the exclusive use and benefit of Residential Unit Owners, their employees, agents, invitees and guests. Parking areas are located on the Property and are shown on the plat of the Property referenced in Exhibit "B". Such parking areas shall be subject to the terms and conditions of this Master Deed, the By-laws, and the rules and regulations, as may be amended from time to time, and enforced by the Association of Unit Owners;

C. All roads, sidewalks, walkways, paths, breezeway areas, decking, boardwalks, seating areas, trees, shrubs, yards, (except such as are designated as Limited Common Elements) gardens, landscaping, landscape fixtures, and related outdoor fixtures;

D. The equipment rooms, trash areas, car wash, bicycle parking areas, mailbox areas, maintenance rooms, common maintenance storage rooms and closets, sprinkler systems and areas occupying same;

E. All installations, and areas occupying same, outside of the Units for services such as power, light, gas (including underground storage tanks) telephone, television (including satellite dishes), water and other similar utilities;

F. All sewer, drainage and irrigation pipes, excluding those which are the property of the utility district;

G. Such easements through Units for pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units, General Common Elements and Limited Common Elements and easements for access, maintenance, repair, reconstruction or replacement of structural members, equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use of the Property, whether or not such easements are currently erected or otherwise erected during re-construction for repairs or replacement of all or any part thereof, except such easements as may be defined as Limited Common Elements;

H. All areas not designated as Limited Common Elements and not described as lying within the boundary of a Unit as described in Section 5.9 hereof and all other elements of the Property constructed pursuant to repairs or replacement of the Property, rationally of common use or necessary to the existence, upkeep and safety of the Property and in general all other devices or installations existing for common use;

I. Declarant reserves the right, but not the obligation, to improve and/or to maintain the Common Elements of the Regime. In the event any of the improvements constituting common elements of the Regime herein are not being maintained by the Association in a manner in keeping with the overall image of The Reserve at Woodbridge Horizontal Regime for as long as Declarant is the owner of one or more Units, Declarant, in the Declarant's reasonable discretion, may provide notice to the Association of the deficiencies; and in the event that the Association does not take remedial action within thirty (30) days from the date of said notice, then Declarant may take necessary action to improve and/or maintain the Common Elements and shall be reimbursed by the Association for the reasonable costs expended.

**5.11 General Description of Limited Common Elements:** Limited Common Elements are those Common Elements reserved for the use of certain Residential Unit owners to the exclusion of other residential Unit owners. In The Reserve at Woodbridge Horizontal Property Regime, the Limited Common Elements are as follows:

A. Any balconies, patios and/or decks immediately adjacent to and shared by one or more Residential Units and to which those affected Units have direct access from the interior thereof as shown on the floor plans identified as Exhibit "C".

B. The space lying between the upper boundary of each Unit as described in Section 5.9 and the floor or roof above such Unit subject to easements for utilizing service as previously described..

C. All other areas depicted as Limited Common Elements to the Units on the floor plans attached as Exhibit "C".

#### **ARTICLE 6: OWNERSHIP INTEREST IN COMMON ELEMENTS**

**6.1 Valuation and Ownership of Common Interest.** The Co-Owners of all Units will own General and Limited Common Elements as tenants-in-common, with each Unit owning a percentage of title and interest in all such common elements appurtenant to each Unit, conditioned on the limitations of use of common elements as set forth herein. Such Common Interest is based on the proportionate value of each Unit to the value of the total Property as set forth below. For purposes of the Act and pursuant to the terms of the Master Deed, the percentage interest appurtenant to each Unit of the Regime shall be established in accordance with the following formula:

$$\frac{\text{Value of Unit}}{\text{Aggregate Value of the Whole Property}} = \text{Percentage/Common Interest of Each Unit}$$

or

$$V/A = P$$

**6.2 Statutory Value of Property.** The total statutory value of the Property is \$25,315,620.00.

**6.3 Undivided Interest in Common Elements.** For purposes of this Master Deed and the Act, the respective statutory values of each Residential Unit, Garage Unit and/or Storage Unit, as defined herein, is hereby established by the Declarant and shall be as set forth and described on the "Schedule of Individual Unit Assigned Statutory Values and Percentage Interests" marked as Exhibit "E", and which is attached hereto and incorporated herein by reference. The ownership of each Residential Unit, Garage Unit and/or Storage Unit shall include an undivided interest in and to the General Common Elements and Limited Common Elements as defined in this Master Deed in the relative proportionate values and percentages as set forth in Exhibit "E"

**6.4 Permanent Common Interest.** The Co-Owners' respective undivided percentage ownership interest and rights in the Common Elements (both General and Limited), shall not be altered without the unanimous acquiescence of the Co-owners representing all of the Units as shall be expressed in an amendment to this Master Deed duly recorded as required by Section 16.2 hereof.; further, the Co-Owner's respective percentage of common interest shall also establish and be that Co-Owner's proportionate representation for voting purposes as a Member of the Unit Owner's Association, and the Co-Owner's proportionate interest in the income and liability for expenses of the Association.

**6.5 STATUTORY VALUES ONLY.** THESE VALUATIONS ARE FIXED AND ARE FOR PURPOSES OF THE SOUTH CAROLINA HORIZONTAL PROPERTY ACT, IRRESPECTIVE OF THE ACTUAL FAIR MARKET VALUE. THESE FIXED STATUTORY VALUES SHALL



NOT PREVENT CO-OWNERS FROM FIXING A DIFFERENT CIRCUMSTANTIAL VALUE TO A UNIT FOR ANY AND ALL OTHER PURPOSES.

**6.6 Common Elements Not Partitioned or Severed From Units.** Except as provided, the Common Elements shall remain undivided and no Co-Owner shall bring any action for partition and/or division.

**6.7 Common Elements Not Severable from Units.** The undivided interest in the Common Elements, including but not limited to those specific Limited Common Elements described above in Section 5.11 shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

**6.8 Re-designation of Common Elements.** Upon the unanimous vote of Unit Owners and upon a duly recorded amendment of this Master Deed executed by the President of the Association as Attorney in Fact by and on behalf of all such Unit Owners, all or any portion of a Limited Common Element may be re-designated as a General Common Element; by the same procedure, any General Common Element may be re-designated as a Limited Common Element.

#### **ARTICLE 7: COMMON ELEMENTS; USE**

**7.1 Use of General Common Elements.** The use of General Common Elements shall be shared by all Owners, Lessees of Owners, their families, clients, invitees and guests in accordance with their intended purposes, in accordance with the By-laws and without hindering the exercise of or encroaching upon the rights of other Owners. The Board of Directors of the Association shall determine the purpose for which any portion of the common elements is intended to be used. All Owners, Lessees of Owners, their families, clients, invitees and guests shall abide by all Rules and Regulations in effect governing the use of such Common Elements.

**7.2 Use of Limited Common Elements.** Anything to the contrary contained herein notwithstanding, ownership of each Unit will entitle the Owner thereof, Lessees of Owners, their families, clients, invitees and guests to the exclusive use of any Limited Common Elements adjacent and appurtenant to such Units. All Owners, Lessees of Owners, their families, clients, invitees and guests shall abide by all Rules and Regulations in effect governing the use of Limited Common Elements.

**7.3 Repairs and Replacements.** All maintenance, repairs and replacements to the General or Limited Common Elements shall be made by and under the management and supervision of the Board of Directors of the Association, from time to time as may be necessitated, with the cost of such maintenance, repairs or replacements being assessed as a Common Expense to the whole of the Co-Owners all according to the provisions of this Master Deed and the By-laws.

**7.4 Use of Common Elements by Declarant.** Declarant, at its sole discretion, shall have the right to use or grant use of portions of the general and Limited Common Elements for the purpose

of aiding in the sale of Units, to use portions of the Property for parking for prospective purchasers or lessees of Units, to use portions of the Property for special events related to the marketing and sale of Units, to erect and display signs, billboards and placards and store and keep the same upon the Property, to distribute audio and visual promotional materials on the Common Elements and to do any such other acts which are reasonably related to the marketing and sale of Units within the regime.

#### **ARTICLE 8: USE OF UNITS; LIMITATIONS; MAINTENANCE; ALTERATIONS**

**8.1 Unit Maintenance and Repairs.** While generally an Owner is responsible for the maintenance and repair of the area described above in Sections 5.6 through and including 5.9 above as being included in a Unit, notwithstanding the generality of the foregoing description of Unit boundaries, each Unit Owner shall also be responsible for maintenance, repair and replacement of the following, whether it shall be defined as within a Unit or not:

- A. All internal installations of the Unit, other than common elements, including but not limited to doorways, windows, vents, drains, and other structural elements in the walls, floors, and ceilings of the Unit which are regarded as enclosures of space;
- B. The doors opening into the Unit and into any mechanical area integral to the Unit, including the frames, casings, hinges, handles, and other fixtures which are part of the doors;
- C. The window glasses, screens, frames, wells, and casings which are part of the windows opening from the Unit;
- D. The plumbing and mechanical vents which exclusively serve the Unit;
- E. The appliances, air conditioning and heat pump units, (compressors, air handlers and condensers), water heaters, lavatories, bath tubs, toilets, carpeting, floor covering, flooring, trim, ceilings, walls, insulation, fireplace and other fixtures, furnishings, and building materials which are part of the Unit at the time of initial closing from Declarant to the Unit Owner, and any subsequent replacements thereof;
- F. The screens, lattice work, partitions, railings, or balustrades bounding or enclosing any balcony, deck, walkway, porch or service area that is integral and exclusive to the Unit, and the concrete surface, and/or topping within any such area;
- G. All pipes, wires, ducts, and other plumbing, mechanical, and electrical appurtenances which are integral and exclusive to the Unit, including light fixtures and lamps attached to the exterior of the Unit;

H. Any damage to the Unit itself or to a contiguous (i.e., either adjacent, upstairs or downstairs) Unit caused by a negligent action or inaction within the Owner's Unit, which directly or indirectly causes damage to the other Unit or to the Unit itself.

**8.2 Failure to Maintain Units.** Except in the event of an emergency situation, in the event that the Association determines that any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, cleaning, repair, or replacement of items for which he is responsible under this Master Deed, then the Association shall give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement at such Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, cleaning, repair, or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days in which to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide any such maintenance, cleaning, repair, or replacement at such Owner's sole cost and expense, and said cost shall be added to and become a part of the Assessment to which such Owner and his Unit are subject and shall become a lien against such Unit as provided herein.

**8.3 Limitations on Use of Units.** Declarant herein subjects the Regime to limitations and restrictions as to use by the Owners of Units, their lessees and invitees, it being the intent of the Declarant that each Unit be used for single family residential purposes only, or incidental to such use, together with the further limitations and restrictions as follows:

A. Residential Condominium Units shall only be used and occupied as whole-time residential dwelling condominiums, and such dwelling condominiums shall not be utilized for purposes of time-sharing or interval ownership, timesharing or interval licenses, time-sharing or interval leases, fractional interest or similar plans as those items are currently generally utilized in the real estate industry or as those or similar terms are expressed or defined in Title 27, Chapter 32, Code of Laws of South Carolina, 1976, as amended i.e. the South Carolina Vacation Time Sharing Act and the South Carolina Multiple Ownership Act.

B. No Unit Owner shall do, suffer, or permit to be done, anything in his Unit which would impair the soundness or safety of the Regime, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Units, or which would require any alteration of or addition to any of the Common Elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

C. Garage Units shall be used strictly for vehicle parking and the storage of household items reasonably related to the ownership of a Residential Condominium Unit. No Garage

Unit may be used for human or animal occupancy. Garage doors shall be kept closed at all times, except as is reasonably necessary for ingress and egress. Notwithstanding anything else to the contrary herein, Ownership of Garage Units shall be strictly limited to Owners of Residential Units.

D. Storage Units shall be used strictly for the storage of household items reasonably related to the ownership of a Residential Condominium Unit. No Storage Unit or Breezeway Storage Area may be used for human or animal occupancy or the storing of vegetable matter. Storage Unit and Breezeway Storage Area doors shall be kept closed and locked at all times, except as is reasonably necessary for ingress and egress. Notwithstanding anything else to the contrary herein, Ownership of Storage Units shall be strictly limited to Owners of Residential Units.

E. The Board of Directors of the Association shall have those specific rights and authority in accordance with the By-Laws attached hereto as Exhibit "H" with respect to Common Elements.

F. Owners, Lessees of Owners, their families, invitees and guests shall further be bound by and shall abide by such terms and conditions as may be set forth in the initial Rules and Regulations duly adopted by the Association, or as the same may be duly amended from time-to-time, which Rules and Regulations are to be enacted for the orderly use and enjoyment of the Units, Common Elements and the Regime in general.

G. Notwithstanding anything else to the contrary in this Article, the Declarant, and its designated agents, shall be permitted to use one or more Residential Units for purposes of a real estate sales models, leasing, management and/or operations offices, as well as one or more Garage Units and/or Storage Units for the storage of marketing and sales materials and/or for such other purposes and uses incidental or related to this conversion and/or marketing and sales of Units.

H. The Declarant hereby declares and affirms that the use restrictions described herein shall be deemed restrictive covenants running with the land and are imposed as a limitation and burden upon each Unit and upon the Declarant and upon all future Owners of Units.

**8.4 Alterations of Units.** A Unit Owner may make improvements or alterations within the boundaries of a particular Unit that do not impair the structural integrity or mechanical systems or that lessen the support of any portion of any other Unit or of a Common Element.

A. Any Unit Owner altering a Unit pursuant to this Article shall: (1) provide for waivers of all mechanics lien rights which may arise as a result of the alteration; (2) provide certificates of insurance insuring against all losses commonly insured against arising out of the work naming the Association as an additional insured; (3) indemnify and hold the Association and other Unit Owners harmless from the effect of the work and the acts or omissions of anyone under such Unit Owner's direction or control; (4) minimize the

disturbance of other Unit Owners and their business activities during the work; (5) provide evidence to Association of all permits as may be required; and (6) reimburse the Association for any expenses incurred by the Association, including but not limited to legal and other consulting fees.

B. When any alterations approved by the Association are completed, the affected Unit Owners shall deliver to the Association a copy of the 'as built' plans and specifications certified to by an architect licensed to practice in South Carolina.

**8.6 Notice to Board of Directors.** A Unit owner who mortgages his Unit shall notify the Board of Directors of the name and address of his mortgagee, and shall file a conformed copy of the note and mortgage with the Board of Directors; the Secretary of the Association shall maintain such information in the record of the Association. After the filing of the mortgage, the Board of Directors shall notify the mortgagee of any Unit Owner who is in default for sixty (60) days or more in the common expenses and the mortgagee may, at its option, pay the delinquent expenses.

**8.7 Separate Real Estate Taxes.** As provided in the Act, each Residential Unit, Garage Unit and Storage Unit and all undivided percentage interest in the common elements appurtenant thereto, shall be a taxed as a separate parcel of real estate. In the event that such real estate taxes for a Unit are not separately taxed to a Unit Owner for any tax billing period, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements. The Board shall determine the amount due and notify each Unit Owner as to the real estate tax amount owned by each respective Unit Owner and each such amount shall become a common expense, subject to collection and establishing of common expense liens as set forth in this Master Deed.

#### **ARTICLE 9: ADMINISTRATION OF PROPERTY: BY-LAWS**

**9.1 Condominium Owners Association.** As noted in Article "2" hereof and pursuant to South Carolina Code of Laws Section 27-31-90, Declarant has caused to be incorporated under the laws of the State of South Carolina a corporation known as The Reserve at Woodbridge Owners Association ("Association") which shall be an incorporated Council of Co-Owners to serve as the body by which the Condominium Unit owners will manage the affairs of the Regime.

**9.2 Administration by Association; By-Laws.** The Association shall have and is hereby granted the authority and power to enforce the terms of this Master Deed. Further, the Association shall administer the operation and management of the Property and Regime and undertake to perform all acts and duties incident thereto in accordance with the terms of the Master Deed, in accordance with the terms of the Articles of Incorporation of the Association, its By-laws, and the rules and regulations promulgated by the Association from time to time. A true copy of the Articles of Incorporation are attached hereto and marked as Exhibit "G" and a true copy of the By-laws are attached hereto and marked as Exhibit "H", which Exhibits are incorporated herein by reference.

**9.3 Membership in Association.** Each Residential Condominium Unit Owner shall automatically become and be a member of the Association so long as he continues to be a Residential Condominium Owner and he shall exercise a vote in all Association matters equal to that Residential Unit Owner's total percentage of common interest for all Units so owned, as defined in Article "6" above. In the event that any such Residential Condominium Unit (or Units, as may apply) is owned by more than one person, the person entitled to cast the vote for the relevant Unit(s) shall be designated by a certificate signed by all the record owners of the said Residential Unit and filed with the Secretary of the Association. Further, should such Residential Unit Owner be a corporation, the person entitled to cast the vote for the Residential Unit shall be designated by a certificate signed by the President or Vice President of the corporation and attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Should such Residential Unit Owner be a partnership, the person entitled to cast the vote for the Residential Unit shall be designated by a certificate signed by the general partner (or if such general partner is a corporation, by the President or Vice President of such corporation) and filed with the Secretary of the Association. Should such Residential Unit Owner be a limited liability company, the person entitled to vote for the Unit(s) shall be designated by a certificate signed by an authorized member of the limited liability company and filed with the Secretary of the Association. All such certificates shall be valid until revoked, superseded by a subsequent certificate, or until there has been a change in ownership of the Unit(s) concerned. All such certificates shall be valid until revoked, superseded by a subsequent certificate, or until there has been a change in ownership of the Unit(s) concerned. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Unit(s) shall be entitled by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any other rights or privileges of such membership.

**9.4 Association Access to Units.** In addition to such other rights of access to Units by Declarant or the Association pursuant to the terms of this Master Deed or the By-laws, in case of any emergency originating in or threatening any Unit, whether residential or otherwise, regardless of whether the Owner or his tenant, if any, is present at the time of such emergency, the Declarant or the Association's Board of Directors, and all managerial personnel, shall have the irrevocable right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Owner of each Unit, if required by the Declarant and/or the Association, shall deposit under the control of the management for the Declarant and/or Association a key to such Unit.

#### **ARTICLE 10: COMMON EXPENSES**

**10.1 Pro-Rata Sharing of Common Expenses.** All owners of Units shall contribute, pro rata in their respective total proportionate ownership interests according to Article "6" above, toward the expenses of administration, maintenance and repair of the general common elements and, in the proper case, of the respective Limited Common Elements appurtenant to each Unit of the Property, and to any other such expense as lawfully assessed by the Association in accordance with the Act, this Master Deed, and the By-laws.

**10.2 Assessment for Common Expenses.** The Declarant and/or the Association shall have the power and authority, according to the terms and conditions set forth in the By-laws attached hereto as Exhibit "H", as such By-laws are amended from time-to-time, for establishing regular and special assessment amounts and for the collection of such assessments for common expenses. Further, the obligations of Unit Owners with regard to payment of such assessments shall be as provided in the By-Laws of the Association, as may be amended from time-to-time, which By-Laws are attached hereto as Exhibit "H". Such assessments shall be the personal obligation of the then Unit Owner, and, if his successors in title assume his personal obligation, such prior Owner and his successor in title who assumes such liability for payment will be jointly and severally liable with respect thereto.

**10.3 Non-use Not Exemption of Liability for Common Expenses.** No Co-Owner or User of a Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

**10.4 Owners Obligation; Creation of Lien.** In accordance with the South Carolina Code of Laws Sections 27-31-200 and 27-31-210, the provisions of this Master Deed and the By-laws, all assessments, together with interest thereon and cost of collection thereof shall be a permanent charge and continuing lien upon Units against which it relates, and will also be the joint and several personal obligation of each Owner of a Unit at the time the assessment comes due and upon Owner's successor in title at closing upon said successor acquiring title thereto, or thereafter if not paid on the date of such conveyance, 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.

**10.5 Assessments Subordinate to Mortgagee Taking Title.** Where a mortgagee or other purchaser of a Unit obtains title by reason of foreclosure or deed in lieu of foreclosure of a mortgage covering a Unit, such acquirer of title, his or its heirs, successors, assigns or grantees, shall not be liable for assessments by the Association which became due between the date of recording of the mortgage and prior to the acquisition of title by such acquirer, but shall be liable for assessments accruing after having acquired title; however, the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment shall be subordinate to such mortgage.

**10.6 Declarant's Unsold Unit Assessments.** Anything contained within this Article to the contrary notwithstanding, so long as Declarant owns one or more Units, Declarant shall be responsible for the payment of regular assessments for each unsold Unit; however, Declarant may elect either to pay the regular assessment for each unsold Unit or to pay the difference between the amount of Assessments collected on all other Units not owned by Declarant and the amount of actual expenditures by the Association during the fiscal year, but not in a sum greater than its regular Assessment. Unless Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, Declarant will be deemed to have elected to continue paying on the same basis as during the immediately preceding year. Furthermore, so long as the Declarant owns one or more Units for sale, Declarant may, but will not be obligated to, reduce the regular Assessment for any year to be paid by Owners of Units, which may be a contribution to the Association, an advance against future or regular Assessments due from said Owners, or a loan to

the Association, in Declarant's sole discretion. The amount and character (i.e.: contribution, advance or loan) of such subsidy will be conspicuously disclosed as a line item in the budget and will be made known to the Co-owners. The payment of such a subsidy in any year will under no circumstances obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

A. Declarant shall also be credited against Declarant's regular or special Unit Assessments in amounts equal to the total sum of actual expenditures directly paid and advanced by Declarant for the benefit of the Regime and/or Association, or in amounts equal to the reasonable value of any "in-kind" contributions made by Declarant to and for the benefit of the Regime or Association, upon Declarant submitting to the Association a full accounting and documentation of the payment of said expenditures or valuations of such "in-kind" contributions; however, Declarant shall not be so credited for expenses of in-kind contributions which are directly related to the marketing and sale of Units and which are not of a benefit to the Association.

**10.7 Working Capital Assessment.** Notwithstanding anything to the contrary in this Master Deed, a working capital fund will be established for the Association by collecting from all Purchasers acquiring title to their respective Units from the Declarant a "Working Capital Assessment" amounting to 2/12ths of the Annual Assessment then in effect for each Unit purchased or owned, which Assessment will be due and payable from Purchaser/Owner at the time of transfer of each Unit by the Declarant to any such Purchaser/Owner. Each such Purchaser/Owner's share of Working Capital Contribution, as aforesaid, will be transferred to the Association at the time of closing the subject conveyance. Such sum is and will remain separate and distinct from the Annual Assessment and will not be considered advance payment of the Annual Assessment.

#### **ARTICLE 11: INSURANCE; REPAIRS; CONDEMNATION**

**11.1 Insurance.** The Board of Directors of the Association shall obtain and maintain those types and forms of insurance coverage as required by and specified in Article "9" of the By-Laws attached hereto as Exhibit "H", insuring all the insurable improvements within the Regime, including personal property owned by the Association, in a company or companies acceptable to the standards set by the Board of Directors of the Association, and which are also acceptable to any mortgagee holding mortgages on ten (10) or more Units, and in an amount at least equal to Eighty-five Percent (85%) of the maximum insurable replacement values as determined annually by the Board of Directors of the Association. The Board of Directors of the Association shall assess, collect and enforce payment of proportionate shares of the premium for such insurance from Co-Owners as a part of the Common Expenses. All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their mortgagees, as their interests may appear. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association. Notwithstanding the foregoing provisions, each Unit Owner may purchase liability insurance for accidents occurring in his own Unit and said Unit Owner shall be responsible for purchasing insurance on all Unit contents and personal property.



**11.2 Reconstruction and Repair.** The provisions of Article "9" of the By-laws as set forth in Exhibit "II" attached hereto, shall govern all matters pertaining to reconstruction and repair. In the event of casualty loss or damage to the Property, the Board of Directors of the Association shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Property in accordance with this Master Deed and the By-laws. Reconstruction or repair shall be mandatory.

**11.3 Condemnation.** In the event of condemnation of a portion of the Property which is subject to this Master Deed, no reallocation of interests in the common areas resulting from a partial condemnation of such a Project may be effected without the prior approval of the Unit Owners and the eligible holders holding mortgages on all remaining Units, whether existing in whole or in part, and which have at least seventy-five (75%) percent of the votes of such remaining Units subject to eligible mortgage holders. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof. Each Unit Owner by acquiring title to a Unit and becoming a Member of the Association does appoint the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or the Insurance Trustee, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan, unless the same distribution is made to Unit Owners and their mortgagees.

#### **ARTICLE 12: DECLARANT SUBJECT TO MASTER DEED: RIGHTS; USE**

**12.1 Declarant Subject to Master Deed.** So long as the Declarant owns one or more of the Units, the Declarant shall be subject to the provisions of this Master Deed and the Exhibits attached hereto and the Declarant covenants to take no action which will adversely affect the rights of the Regime; provided, however, that Declarant as in the case with any other Unit owner, shall have the absolute right and privilege to sell, transfer, lease or re-let any Units owned by Declarant without restrictions and without consent or approval of the Association, and that Declarant's lessees, invitees, guests, etc., shall be entitled to all of the privileges and rights, and be subject to the requirements hereunder, of a Co-owner with respect to the use of the Property, excluding voting rights which shall remain with the Declarant.

**12.2 Declarant Property Use for Marketing and Sales.** Declarant, its successors and assigns, shall be entitled to use or grant the use of one or more of the Units as models for purposes of a sales model and/or office until the entire project Units have been sold, it being the intent of Declarant that said reserved rights do not conflict with the residential use restriction described herein above. Further, Declarant, its successors and assigns, shall be entitled to the use of or grant of the use of any and all of the Common Elements for the purpose of aiding in the marketing and sale of Units as provided in Section 7.4 above.

**12.3 Declarant Contracting Services.** For as long as Declarant owns one or more Units and in order to provide the Regime with adequate and reliable water, electric, lighting, other utility or telecommunication services, Declarant reserves the exclusive right, in its sole discretion, but does not assume the exclusive obligation, to contract for the provision of such services, including but not limited to the right of Declarant to enter into the assignment to the Regime Association of certain utility, television cable, or other utility contracts currently effective and existing as of the date and time of the recording of this Master Deed. The provisions of any such Agreement or Assignment shall bind the Association and the Co-Owners. None of the rights bestowed upon Declarant shall be construed so as to relieve Declarant from any obligations as a Co-Owner to pay Assessments as herein set forth as to each Unit owned by Declarant, except as provided relative to credits to Declarant in lieu of assessment payments as set forth in Sections 10.6 and 10.6 (A) above.

**12.4 Declarant Reservation of Rights to Amend Master Deed.** Without limiting the foregoing or any other provision of this Master Deed, Declarant, its successors and assigns, shall retain and reserve the power and authority, but not the obligation, to at any time (and from time to time) so long as the Declarant owns at least one or more Unit, to amend this Master Deed and its Exhibits pursuant to the provisions of Section 16.2 below, provided such amendments comply with the terms and conditions of Section 16.2 below and provided such amendments do not materially effect the proportionate ownership of any Unit Owner

#### **ARTICLE 13: CONDOMINIUM UNIT OWNERS SUBJECT TO MASTER DEED**

**13.1 Provisions and Covenants Applicable to Condominium Units.** All Units shall be conveyed pursuant to this Master Deed and Exhibits and all lawfully adopted amendments thereto, and shall be subject to all of the terms and conditions set forth therein. Each Co-owner shall strictly comply with the provisions of this Master Deed, its Exhibits and all lawfully adopted amendments thereto, the Association By-laws, and the decisions and resolutions of the Board or other representatives, all as lawfully enacted from time to time. The failure to comply with such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief. The Units shall also be conveyed subject to the recorded Plat and Plans of the Property and amendments thereto.

**13.2 All Owners and Users of Property Subject to Master Deed.** All present or future Co-owners, tenants, future tenants, or any other person that might use the facilities of the Property in any manner, including those who may lease from Declarant, are subject to the provisions of this Master Deed and any lawfully enacted and duly recorded amendments thereto. Each Co-Owner or user of a Unit by the mere act of acquisition or rental of any Unit shall signify that the provisions of this Master Deed and any authorized amendment thereto are accepted and ratified by such Co-Owner or user, and thereby said Co-Owner agrees to all of the terms and conditions contained within this Master Deed.

#### **ARTICLE 14: ALTERNATIVE DISPUTE RESOLUTION**

**14.1 Agreement to Resolve Disputes and Limit Litigation Costs.** The Declarant, the Association and the Owners (collectively referred to as "Bound Parties") agree to encourage and pursue the amicable resolution of disputes between and among themselves involving this Master Deed, the By-laws and/or Rules and Regulations promulgated by the Association, and in order to avoid the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all disputes, grievances and claims (including those in the nature of counterclaims or cross-claims) between Bound Parties involving the Master Deed or the Association, including without limitation, disputes, grievances or claims arising out of or relating to the interpretation, application or enforcement thereof (collectively referred to as "Claims"), except for the "Exempt Claims" under Section 14.2 below, are subject to the procedures set forth in Section 14.3 below.

**14.2 Exempt Claims.** The following claims ("Exempt Claims") are exempt from the provisions of Section 14.3 below:

- A. Any suit by the Association against any Bound Party to enforce and collect Assessments or other charges; and,
- B. Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and other relief a court of competent jurisdiction 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 Sections 14.2 (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; and,
- D. Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 14.3, but there is no obligation to do so.

**14.3 Mandatory Procedures for Non-Exempt Claims.** Any Bound Party having a Claim ("Claimant") against a Bound Party involving the Master Deed or the Association, or all or any combination of them ("Respondent"), other than an Exempt Claim under Section 14.2 above, 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 procedures for alternative dispute resolution set forth below, and then only to enforce the results thereof:

- A. **Notice.** Within a reasonable time after the Claim in question has arisen, and in each event prior to the date when institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations, Claimant will notify Respondent in

writing of the Claim (the "Notice"), providing duplicate Notice to the President of the Association if the Association is not a Party to the Claim, stating plainly and concisely:

- 1). the nature of the Claim, including the applicable date, time, location, persons involved, Respondent's role in the Claim and the provisions of the Master Deed or other authority out of which the Claim arises; and,
- 2). what Claimant wants respondent to do or not to do in order to resolve the Claim; and,
- 3). that Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet with Respondent at a mutually agreeable time and place to discuss, in good faith, ways to resolve the Claim.

B. Negotiations. Each Claimant and Respondent (the "Parties") will make every reasonable effort to meet and confer for the purpose of resolving the Claim by good faith negotiation, but no later than thirty (30) days following the Notice, unless otherwise agreed by the Parties. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the President of the Association may, at the sole discretion of the Association, 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 sole discretion it believes its efforts will be beneficial to the Parties. Such an attorney will have been actively engaged in the practice of law for at least ten (10) years, with substantial experience in planned real estate developments and/or property law and will not have a conflict of interest with any of the Parties. In the event that such appointment is made, the attorney shall have the authority and power to schedule such negotiation meeting times and places and to preside over such negotiations; and, in such event, the Parties shall use their best efforts and good faith in cooperating with such attorney and abiding by such rules and limitations which said attorney may place upon the negotiations.

C. Final and Binding Arbitration. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiation"), a Claimant will have thirty (30) days within which to submit the Claim to binding arbitration under the auspices of the Commercial Arbitration Rule 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:

- 1). Unless the parties agree otherwise, within ten (10) days following Termination of Negotiation, Claimant and Respondent will jointly select one arbitrator, whose decision will be absolutely binding on all Parties; provided, however, if Claimant and Respondent are unable to jointly select one arbitrator within said ten (10) day period, or on or before any later date set by them in writing in 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 the County and State in which the Property is located 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 ten (10) years, with substantial experience in planned real estate developments and/or property law and who has no conflict of interest with any of the parties. 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 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 in any event, make any ruling, finding, or award that does not conform to the terms and conditions of the Regime Documents.

2). In the event the 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 14.3 (C)(2).

3). This Section of this Master Deed 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.

#### **14.4 Allocation of Costs and Claims.**

A. Costs of Notice and Negotiation. Each Party shall bear all of its own costs incurred prior to and during the proceedings described herein, including the fees of its attorneys or other representatives. Claimant and Respondent will share equally the costs and expenses of any attorney appointed by the Board pursuant to Section 14.3 (B) above, whose compensation will be at a rate equal to his or her then current regular billing rate, unless the Board is able to arrange with the Parties and the Arbitrator an agreement otherwise, and who will be entitled to receive his or her then customary costs and expenses. The Association and/or said Arbitrator may request an advance deposit of said fees which shall be timely advanced and paid by each of the parties and held in trust by said attorney, against and from which said fees may be charged and paid.

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. Further, the non-Prevailing Party will pay all costs and expenses of the arbitration, including the costs and expenses of any attorney appointed by the American Arbitration Association pursuant to Section 14.3, whose compensation will be at a rate equal to his or her then current regular billing rate, unless the American Arbitration Association is able to arrange with the Parties and Arbitrator an agreement otherwise, and who will be entitled to receive his or her then customary costs and expenses. The "Prevailing Party" will be determined as follows:

- 1). 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.
- 2). 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.
- 3). 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 14.2 (C).
- 4). 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.
- 5). If Respondent makes no written offer of settlement, Respondent's offer of settlement under this Section is deemed to be zero.
- 6). 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 offer and the Award is equal, neither Claimant or Respondent is considered to be the Prevailing Party for purposes of determining the award of costs and expenses of arbitration in which event each party shall be responsible for their attorney fees and the parties shall share equally the cost of the arbitrator.

**14.5 Enforcement of Resolution.** 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, reasonable attorney's fees and court costs.

**14.6 Litigation.** 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 a majority of the 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 any action 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 constituting a majority of the Members, 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.

#### **ARTICLE 15: GENERAL CONDITIONS/MISCELLANEOUS MATTERS.**

**15.1 Easement for Encroachment.** If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the building; (b) alteration or repair to the Common Elements made by or with consent of the Board or; (c) as a result of repair or restoration of the building or any Unit by damage by fire or other casualty; or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building or buildings stand.

**15.2 Other Regime Easements.** Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements, if any, located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board shall have the right of access to each Unit to inspect the same to remove violations therefrom and to maintain, repair or replace Common Elements contained therein or elsewhere in the building.

**15.3 Severability.** The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Section, sub-section, sentence, clause, phrase or word, or other provision of the Master Deed and the By-Laws or any authorized amendment hereto shall not impair

or affect in any manner the validity or enforceability of the remaining portions hereof and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

**15.4 Non-Waiver.** No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

**15.6 Applicable Law/Interpretation.** This Master Deed is set forth to comply with the requirements of the Act as presently constituted or as hereafter amended. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. In all cases, the provisions of this Master Deed shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of use restrictions and affirmative obligations of the Property, which will carry out the intent of the Declarant as expressed herein, and which will preserve the Property for an attractive, well maintained, residential community. Should any provision of this Master Deed or any section, paragraph, sentence, clause, phrase or term in this Master Deed be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of the highest court or other tribunal which considers such matters and has jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable. Contrary to the restrictive common law rule of construction, this Master Deed shall by this covenant be interpreted broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all Owners who take subject to the Master Deed, to covenant and agree, and are thereby estopped to deny, that any reserved right or function of the Declarant and/or Association, and any other covenant condition, restriction or obligation within these Covenants is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement or economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property.

**15.7 Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

**15.8 Warranties.** Except as may specifically and expressly be provided in the Purchase and Sales Agreement by and between Declarant and any and all initial purchasers for Units within the Regime, DECLARANT/SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN, OR CONDITION OF ITEMS OF TANGIBLE



PERSONAL PROPERTY OR FIXTURES, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Except as specifically and expressly provided herein, the sale of the Unit by Declarant/Seller to Purchaser shall be "as is" and "where is". The purpose of reproducing said Section relating to warranties herein in this Master Deed is to provide actual notice to successors-in-title to original purchasers

**15.9 Joinder of Mortgagee.** Attached as Exhibit "I" and incorporated herein is the Joinder of Mortgagee of the Declarant's lender.

#### **ARTICLE 16: REVOCATION AND AMENDMENT**

**16.1 Revocation.** Notwithstanding Declarant's Reservation of Rights as set forth in Sections 2.3 and 12.4 above, upon the sale and closing of one or more Units submitted pursuant to this Master Deed, the declaration and dedication of the Property to the Horizontal Property Regime herein shall not be revoked, nor shall the Property be removed from the Regime unless and until all of the Co-Owners and the mortgagees of all the mortgages covering the Units unanimously agree to such revocation, or amendment, or removal of the Property from the Regime by duly recorded instrument.

**16.2 Amendments** to this Master Deed may be proposed by Declarant pursuant to Section 12.4 above, by the Board upon the majority vote of the Board of Directors of the Association, or by Unit Co-Owners upon the majority vote of all Unit Owners whether by meeting or by instrument in writing signed by them. Upon any such proposed amendment, such a proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him or her of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such special meeting, stating the date, time and location of such meeting and reciting the proposed amendment or amendments in detailed form. Such notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of not less than seventy-five percent (75%) of all the members of the Association in order for such amendment or amendments to become effective. Upon such affirmative vote, the Amendment or Amendments shall be transcribed and certified by the President or Vice President and the Secretary of the Association as having been duly adopted, and the original or an executed copy of such amendment or amendments shall be prepared in a form sufficient for recording in the public records of Beaufort County, South Carolina. Thereafter, a copy of the recorded amendment or amendments shall be provided to each Unit Owner. PROVIDED, HOWEVER THAT:

- A. Neither the percentage of ownership of Common Elements and Common Surplus appurtenant to any Unit, nor any Unit's interest of the Common Expenses shall be

altered, amended or modified without the unanimous written consent of all Unit Owners and mortgagees of Units in the Condominium regime;

- B. No alteration, amendment, or modification shall be made in the rights and privileges of Declarant, without the written consent of Declarant or its successor.
- C. No alteration, amendment or modification shall be made in the rights and privileges of mortgagees; including specifically, but not limited to those contained in Articles 11 without the written consent of all affected mortgagees holding mortgages upon Units in the Regime.
- D. Declarant, as set forth in Section 12.4 above, for so long as the Declarant is an Owner of one or more Units, shall retain the sole and exclusive right to unilaterally amend this Master Deed, so long as such amendments do not conflict with Sections 16.2 (A), (B) and (C) above.

#### ARTICLE 17. EXHIBITS

**17.1 Exhibits Attached.** The following Exhibits are attached hereto and incorporated verbatim in this Master Deed herein by reference as if fully rewritten herein:

| <u>Identification</u> | <u>Description</u>   |
|-----------------------|--|
| Exhibit "A"           | Legal Description of the Land  |
| Exhibit "B"           | Plat containing the "As Built" survey of The Reserve at Woodbridge<br>Horizontal Property Regime |
| Exhibit "C"           | Elevations and Floor Plans of The Reserve at Woodbridge_Horizontal<br>Property Regime            |
| Exhibit "D"           | Architect's Certificate  |
| Exhibit "E"           | Schedule of Assigned Values and Percentage Interests   |
| Exhibit "F"           | Conversion Disclosure of Conditions or Code Violations   |
| Exhibit "G"           | Articles of Incorporation of The Reserve at Woodbridge Owners<br>Association                     |
| Exhibit "H"           | By-laws of The Reserve at Woodbridge Owners Association  |
| Exhibit "I"           | Joinder of Mortgagee of the Declarant's lender.  |

IN WITNESS WHEREOF, Declarant has executed this Master Deed, and the appropriate corporate seal has been affixed hereto this 15<sup>th</sup> day of May in the year of Our Lord Two Thousand Six and in the Two Hundred and Thirtieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

KINGS SUMMER ISLES  
APARTMENTS, LLC

[Signature]  
Dulma Dajal

By: [Signature]  
Title: Paul A. Costa  
Construction Manager

STATE OF Florida )  
COUNTY OF Hamm-Dade )

ACKNOWLEDGMENT

I, Theresa Perez, do hereby certify that Paul A. Costa,  
as Construction Manager, of **KINGS SUMMER ISLES APARTMENTS, LLC**,  
personally appeared before me this day and acknowledged the due execution of the foregoing  
instrument.

Witness my hand and official seal this 15<sup>th</sup> day of May 2006.



[Signature]  
Notary Public for State of Florida  
My Commission Expires Feb 20, 2007

## Exhibit "A"

ALL that certain tract or parcel of land named "Summer Isle at Woodbridge," containing 30.503 acres more or less, being a section of the Buckwalter Tract, located in the Okatie Section of Beaufort County, South Carolina, off U.S. Highway 278 and more particularly shown on that certain plat entitled "AN ALTA/ACSM Land Title Survey of Summer Isle at Woodbridge, A Section of Buckwalter Tract" dated December 2, 1999, last revised February 10, 2000, by Coastal Surveying Co., Inc., and recorded in the Office of Beaufort County Register of Deeds in Plat Book 73 at Page 71 and re recorded March 21, 2000 in Plat Book 73 at Page 190 and as shown with improvements thereon in the plat dated October 16, 2001 recorded in Plat Book 83 at Page 36.

TOGETHER WITH storm drain easements granted in the instrument entitled Drainage, Utilities, Temporary Construction Access and Permanent Access Easement Agreement executed by Village Park, LLC, dated February 16, 2000, and recorded February 17, 2000, and recorded in the Office of the Beaufort County Register of Deeds in Book 1261 at Page 833. Said Easements are also described as follows:

"STORM DRAIN EASEMENT 'A'" over that certain tract or parcel of land containing 0.073 acres more or less, being a section of the Buckwalter Tract, located in the Okatie Section of Beaufort County, South Carolina, off U.S. Highway 278 and more particularly shown on that certain plat entitled "AN ALTA/ACSM LAND TITLE SURVEY OF SUMMER ISLE AT WOODBRIDGE, A SECTION OF BUCKWALTER TRACT" dated December 2, 1999, last revised February 10, 2000, by Coastal Surveying Co., Inc., and recorded in the Office of Beaufort County Register of Deeds in Plat Book 73 at Page 71 and re recorded March 21, 2000 in Plat Book 73 at Page 190.

"STORM DRAIN EASEMENT 'B'" over that certain tract or parcel of land containing 0.138 acres more or less, being a section of the Buckwalter Tract, located in the Okatie Section of Beaufort County, South Carolina, off U.S. Highway 278 and more particularly shown on that certain plat entitled "AN ALTA/ACSM LAND TITLE SURVEY OF SUMMER ISLE AT WOODBRIDGE, A SECTION OF BUCKWALTER TRACT" dated December 2, 1999, last revised February 10, 2000, by Coastal Surveying Co., Inc., and recorded in the Office of Beaufort County Register of Deeds in Plat Book 73 at Page 71 and re recorded March 21, 2000 in Plat Book 73 at Page 190.

Exhibit "B"

**PLAT**  
of The Reserve at Woodbridge Horizontal Property Regime

**A FULL SIZE COPY**  
of said Plat is recorded in the Beaufort County Land Records Office,  
South Carolina, in Plat Book 113 at Page 127.

Residential Buildings depicted on said Plat includes the following Residential Units, Garage Units and Storage Units:

| Building A   | Building B   | Building C                           |
|--|--|--------------------------------------|
| Unit No's:<br>A110-A117<br>A210-A214 and A216          | Unit No's:<br>B110-B117<br>B210-B217                   | Unit No's:<br>C110-C121<br>C210-C221 |
| Building D   | Building E   | Building F                           |
| Unit No's:<br>D110-D118 and D120<br>D210-D218 and D220 | Unit No's:<br>E110-E118 and E120<br>E210-E218 and E220 | Unit No's:<br>F110-F117<br>F210-F217 |

| Building G                           | Building H   | Building J   |
|--------------------------------------|--|--|
| Unit No's:<br>G110-G117<br>G210-G217 | Unit No's:<br>H110-H118 and H120<br>H210-H218 and H220 | Unit No's:<br>J110-J117<br>J210-J217                   |
| Building K                           | Building L   | Building M   |
| Unit No's:<br>K110-K117<br>K210-K217 | Unit No's:<br>L110-L117<br>L210-L217                   | Unit No's:<br>M110-M118 and M120<br>M210-M218 and M220 |

| Garage Building | Unit Number                              |
|-----------------|--|
| Garage 1        | 1A, 1B, 1E, 1F, 1C, 1D, S1, S2           |
| Garage 2        | 2G, 2H, 2K, 2L, 2I, 2J<br>S3 through S8  |
| Garage 3        | 3M, 3N                                   |
| Garage 4        | 4O, 4P, 4S, 4T, 4Q, 4R<br>S9 through S13 |



**Exhibit "C"**

**Elevations and Floor Plans  
of The Reserve at Woodbridge Horizontal Property Regime**

**A FULL SIZE COPY  
OF THE ELEVATIONS AND FLOOR PLANS  
ARE RECORDED**

in the Beaufort County Land Records Office, South Carolina,  
in Plat Book 113 at Page 129.

## RESIDENTIAL BUILDINGS

## (12 BULDOGS) (214 RESIDENTIAL UNITS);

## GARAGE BUILDINGS

**SCHEDULE OF DRAWINGS**

A-1 BUILDING COMPOSITION KEY PLANS: BUILDING A, B, C  
A-2 BUILDING COMPOSITION KEY PLANS: BUILDINGS D, H, I, K, L, E, F, G  
A-3 FLOOR PLANS - 1 BEDROOM - UNIT A-1  
A-4 FLOOR PLANS - 1 BEDROOM - UNIT B-1  
A-5 FLOOR PLANS - 2 BEDROOM - UNIT B-2  
A-6 FLOOR PLANS - 2 BEDROOM - UNIT C-1  
A-7 FLOOR PLANS - 3 BEDROOM - UNIT D-1  
A-8 EXTERIOR ELEVATIONS - BUILDING A  
A-9 EXTERIOR ELEVATIONS - BUILDING B  
A-10 EXTERIOR ELEVATIONS - BUILDING C  
A-11 EXTERIOR ELEVATIONS - BUILDING D, H, K, M  
A-12 EXTERIOR ELEVATIONS - BUILDING E, F, G, I  
A-13 EXTERIOR ELEVATIONS - BUILDING J, K, L  
A-14 PHOTOGRAPHS - BUILDINGS A, B, C, D  
A-15 PHOTOGRAPHS - BUILDINGS E, F, G, H  
A-16 PHOTOGRAPHS - BUILDINGS I, K, L, M  
A-17 PHOTOGRAPHS - BUILDINGS N, O, P, Q  
A-18 PLANS, EXTERIOR ELEVATIONS, GARAGE BUILDINGS R, S, T  
A-19 PLANS, EXTERIOR ELEVATIONS - GARAGE BUILDINGS U, V, W  
A-20 PHOTOGRAPHS - GARAGE BUILDINGS X, Y, Z, 3, 4

**OTHER**

1. SITE PLAN  
2. SITE PLAN  
3. SITE PLAN  
4. SITE PLAN  
5. SITE PLAN  
6. SITE PLAN  
7. SITE PLAN  
8. SITE PLAN  
9. SITE PLAN  
10. SITE PLAN  
11. SITE PLAN  
12. SITE PLAN  
13. SITE PLAN  
14. SITE PLAN  
15. SITE PLAN  
16. SITE PLAN  
17. SITE PLAN  
18. SITE PLAN  
19. SITE PLAN  
20. SITE PLAN  
21. SITE PLAN  
22. SITE PLAN  
23. SITE PLAN  
24. SITE PLAN  
25. SITE PLAN  
26. SITE PLAN  
27. SITE PLAN  
28. SITE PLAN  
29. SITE PLAN  
30. SITE PLAN  
31. SITE PLAN  
32. SITE PLAN  
33. SITE PLAN  
34. SITE PLAN  
35. SITE PLAN  
36. SITE PLAN  
37. SITE PLAN  
38. SITE PLAN  
39. SITE PLAN  
40. SITE PLAN  
41. SITE PLAN  
42. SITE PLAN  
43. SITE PLAN  
44. SITE PLAN  
45. SITE PLAN  
46. SITE PLAN  
47. SITE PLAN  
48. SITE PLAN  
49. SITE PLAN  
50. SITE PLAN  
51. SITE PLAN  
52. SITE PLAN  
53. SITE PLAN  
54. SITE PLAN  
55. SITE PLAN  
56. SITE PLAN  
57. SITE PLAN  
58. SITE PLAN  
59. SITE PLAN  
60. SITE PLAN  
61. SITE PLAN  
62. SITE PLAN  
63. SITE PLAN  
64. SITE PLAN  
65. SITE PLAN  
66. SITE PLAN  
67. SITE PLAN  
68. SITE PLAN  
69. SITE PLAN  
70. SITE PLAN  
71. SITE PLAN  
72. SITE PLAN  
73. SITE PLAN  
74. SITE PLAN  
75. SITE PLAN  
76. SITE PLAN  
77. SITE PLAN  
78. SITE PLAN  
79. SITE PLAN  
80. SITE PLAN  
81. SITE PLAN  
82. SITE PLAN  
83. SITE PLAN  
84. SITE PLAN  
85. SITE PLAN  
86. SITE PLAN  
87. SITE PLAN  
88. SITE PLAN  
89. SITE PLAN  
90. SITE PLAN  
91. SITE PLAN  
92. SITE PLAN  
93. SITE PLAN  
94. SITE PLAN  
95. SITE PLAN  
96. SITE PLAN  
97. SITE PLAN  
98. SITE PLAN  
99. SITE PLAN  
100. SITE PLAN

### SCHEDULE OF DRAWINGS

|      |                      |   |                                    |
|------|----------------------|---|------------------------------------|
| A-1  | BUILDING COMPOSITION | KEY PLANS: BUILDINGS A, B, C, D                         | A, B, C, D                         |
| A-2  | BUILDING COMPOSITION | KEY PLANS: BUILDINGS D, A, B, C, E, F, G, H, I, K, L, M | A, B, C, D, E, F, G, H, I, K, L, M |
| A-3  | FLOOR PLANS          | 1 BEDROOM - UNIT A-1                                    | A-1                                |
| A-4  | FLOOR PLANS          | 1 BEDROOM - UNIT A-2                                    | A-2                                |
| A-5  | FLOOR PLANS          | 2 BEDROOM - UNIT B-1                                    | B-1                                |
| A-6  | FLOOR PLANS          | 3 BEDROOM - UNIT C-1                                    | C-1                                |
| A-7  | FLOOR PLANS          | 3 BEDROOM - UNIT D-1                                    | D-1                                |
| A-8  | EXTERIOR ELEVATIONS  | BUILDING A  | A                                  |
| A-9  | EXTERIOR ELEVATIONS  | BUILDING B  | B                                  |
| A-10 | EXTERIOR ELEVATIONS  | BUILDING C  | C                                  |
| A-11 | EXTERIOR ELEVATIONS  | BUILDING D  | D                                  |
| A-12 | EXTERIOR ELEVATIONS  | BUILDING E  | E                                  |
| A-13 | EXTERIOR ELEVATIONS  | BUILDING F  | F                                  |
| A-14 | EXTERIOR ELEVATIONS  | BUILDING G  | G                                  |
| A-15 | EXTERIOR ELEVATIONS  | BUILDING H  | H                                  |
| A-16 | EXTERIOR ELEVATIONS  | BUILDING I  | I                                  |
| A-17 | EXTERIOR ELEVATIONS  | BUILDING J  | J                                  |
| A-18 | EXTERIOR ELEVATIONS  | BUILDING K  | K                                  |
| A-19 | EXTERIOR ELEVATIONS  | BUILDING L  | L                                  |
| A-20 | EXTERIOR ELEVATIONS  | BUILDING M  | M                                  |
| A-21 | EXTERIOR ELEVATIONS  | BUILDING N  | N                                  |
| A-22 | EXTERIOR ELEVATIONS  | BUILDING O  | O                                  |
| A-23 | EXTERIOR ELEVATIONS  | BUILDING P  | P                                  |
| A-24 | EXTERIOR ELEVATIONS  | BUILDING Q  | Q                                  |
| A-25 | EXTERIOR ELEVATIONS  | BUILDING R  | R                                  |
| A-26 | EXTERIOR ELEVATIONS  | BUILDING S  | S                                  |
| A-27 | EXTERIOR ELEVATIONS  | BUILDING T  | T                                  |
| A-28 | EXTERIOR ELEVATIONS  | BUILDING U  | U                                  |
| A-29 | EXTERIOR ELEVATIONS  | BUILDING V  | V                                  |
| A-30 | EXTERIOR ELEVATIONS  | BUILDING W  | W                                  |
| A-31 | EXTERIOR ELEVATIONS  | BUILDING X  | X                                  |
| A-32 | EXTERIOR ELEVATIONS  | BUILDING Y  | Y                                  |
| A-33 | EXTERIOR ELEVATIONS  | BUILDING Z  | Z                                  |
| A-34 | EXTERIOR ELEVATIONS  | BUILDING AA   | AA                                 |
| A-35 | EXTERIOR ELEVATIONS  | BUILDING AB   | AB                                 |
| A-36 | EXTERIOR ELEVATIONS  | BUILDING AC   | AC                                 |
| A-37 | EXTERIOR ELEVATIONS  | BUILDING AD   | AD                                 |
| A-38 | EXTERIOR ELEVATIONS  | BUILDING AE   | AE                                 |
| A-39 | EXTERIOR ELEVATIONS  | BUILDING AF   | AF                                 |
| A-40 | EXTERIOR ELEVATIONS  | BUILDING AG   | AG                                 |
| A-41 | EXTERIOR ELEVATIONS  | BUILDING AH   | AH                                 |
| A-42 | EXTERIOR ELEVATIONS  | BUILDING AI   | AI                                 |
| A-43 | EXTERIOR ELEVATIONS  | BUILDING AJ   | AJ                                 |
| A-44 | EXTERIOR ELEVATIONS  | BUILDING AK   | AK                                 |
| A-45 | EXTERIOR ELEVATIONS  | BUILDING AL   | AL                                 |
| A-46 | EXTERIOR ELEVATIONS  | BUILDING AM   | AM                                 |
| A-47 | EXTERIOR ELEVATIONS  | BUILDING AN   | AN                                 |
| A-48 | EXTERIOR ELEVATIONS  | BUILDING AO   | AO                                 |
| A-49 | EXTERIOR ELEVATIONS  | BUILDING AP   | AP                                 |
| A-50 | EXTERIOR ELEVATIONS  | BUILDING AQ   | AQ                                 |
| A-51 | EXTERIOR ELEVATIONS  | BUILDING AR   | AR                                 |
| A-52 | EXTERIOR ELEVATIONS  | BUILDING AS   | AS                                 |
| A-53 | EXTERIOR ELEVATIONS  | BUILDING AT   | AT                                 |
| A-54 | EXTERIOR ELEVATIONS  | BUILDING AU   | AU                                 |
| A-55 | EXTERIOR ELEVATIONS  | BUILDING AV   | AV                                 |
| A-56 | EXTERIOR ELEVATIONS  | BUILDING AW   | AW                                 |
| A-57 | EXTERIOR ELEVATIONS  | BUILDING AX   | AX                                 |
| A-58 | EXTERIOR ELEVATIONS  | BUILDING AY   | AY                                 |
| A-59 | EXTERIOR ELEVATIONS  | BUILDING AZ   | AZ                                 |
| A-60 | EXTERIOR ELEVATIONS  | BUILDING BA   | BA                                 |
| A-61 | EXTERIOR ELEVATIONS  | BUILDING BB   | BB                                 |
| A-62 | EXTERIOR ELEVATIONS  | BUILDING BC   | BC                                 |
| A-63 | EXTERIOR ELEVATIONS  | BUILDING BD   | BD                                 |
| A-64 | EXTERIOR ELEVATIONS  | BUILDING BE   | BE                                 |
| A-65 | EXTERIOR ELEVATIONS  | BUILDING BF   | BF                                 |
| A-66 | EXTERIOR ELEVATIONS  | BUILDING BG   | BG                                 |
| A-67 | EXTERIOR ELEVATIONS  | BUILDING BH   | BH                                 |
| A-68 | EXTERIOR ELEVATIONS  | BUILDING BI   | BI                                 |
| A-69 | EXTERIOR ELEVATIONS  | BUILDING BJ   | BJ                                 |
| A-70 | EXTERIOR ELEVATIONS  | BUILDING BK   | BK                                 |
| A-71 | EXTERIOR ELEVATIONS  | BUILDING BL   | BL                                 |
| A-72 | EXTERIOR ELEVATIONS  | BUILDING BM   | BM                                 |
| A-73 | EXTERIOR ELEVATIONS  | BUILDING BN   | BN                                 |
| A-74 | EXTERIOR ELEVATIONS  | BUILDING BO   | BO                                 |
| A-75 | EXTERIOR ELEVATIONS  | BUILDING BP   | BP                                 |
| A-76 | EXTERIOR ELEVATIONS  | BUILDING BQ   | BQ                                 |
| A-77 | EXTERIOR ELEVATIONS  | BUILDING BR   | BR                                 |
| A-78 | EXTERIOR ELEVATIONS  | BUILDING BS   | BS                                 |
| A-79 | EXTERIOR ELEVATIONS  | BUILDING BT   | BT                                 |
| A-80 | EXTERIOR ELEVATIONS  | BUILDING BU   | BU                                 |
| A-81 | EXTERIOR ELEVATIONS  | BUILDING BV   | BV                                 |
| A-82 | EXTERIOR ELEVATIONS  | BUILDING BW   | BW                                 |
| A-83 | EXTERIOR ELEVATIONS  | BUILDING BX   | BX                                 |
| A-84 | EXTERIOR ELEVATIONS  | BUILDING BY   | BY                                 |
| A-85 | EXTERIOR ELEVATIONS  | BUILDING BZ   | BZ                                 |
| A-86 | EXTERIOR ELEVATIONS  | BUILDING CA   | CA                                 |
| A-87 | EXTERIOR ELEVATIONS  | BUILDING CB   | CB                                 |
| A-88 | EXTERIOR ELEVATIONS  | BUILDING CC   | CC                                 |
| A-89 | EXTERIOR ELEVATIONS  | BUILDING CD   | CD                                 |
| A-90 | EXTERIOR ELEVATIONS  | BUILDING CE   | CE                                 |
| A-91 | EXTERIOR ELEVATIONS  | BUILDING CF   | CF                                 |
| A-92 | EXTERIOR ELEVATIONS  | BUILDING CG   | CG                                 |

| UNIT | UNIT TYPE | POURCH /<br>SUNROOM OR |
|------|-----------|------------------------|
|------|-----------|------------------------|

[illegible]COUNTY OF CHARLESTON  
STATE OF SOUTH CAROLINA

## ACKNOWLEDGMENTS

[illegible]

## THE RESERVE AT WOODBRIDGE HORIZONTAL PROPERTY REGIME

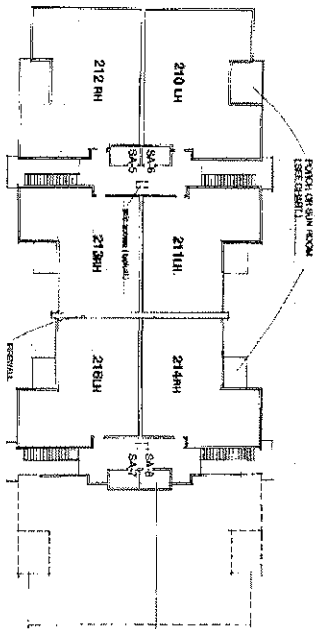
PREPARED FOR  
HOLDS SUMMIT HILLS APARTMENTS, LLC

56 N. HICKORY STREET, SUITE 200  
CHICAGO, ILLINOIS 60610  
TEL: 312.467.1234  
FAX: 312.467.1235  
WWW.SUMMITHILLS.COM

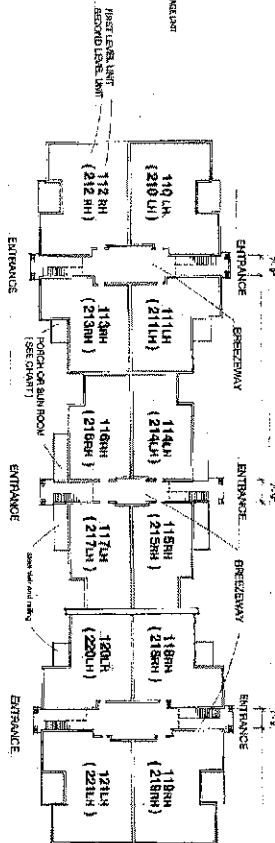
DATE: 01/27/2011  
TIME: 09:00 AM  
BY: JEFFREY L. HARRIS, ESQ.  
COURT REPORTER  
1100 N. CANTON STREET  
CHICAGO, ILLINOIS 60610

HORIZONTAL, REVERSE DOCUMENTS PREPARED BY  
JPH/EDS  
EDWARDS  
ARCHITECTS

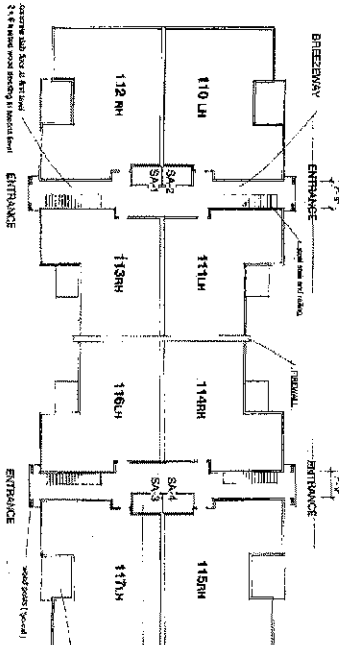




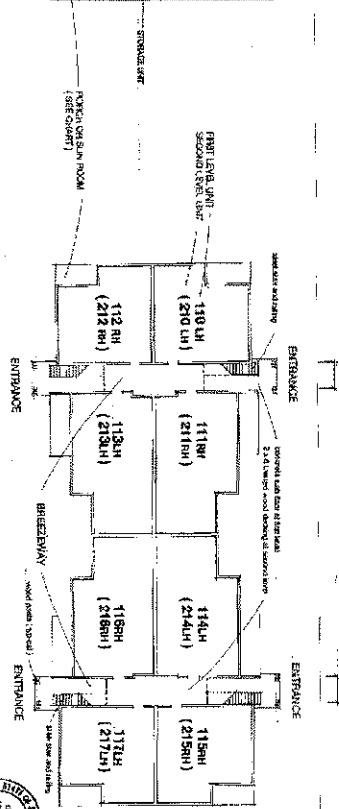
KEY PLAN - BUILDING A / SECOND LEVEL



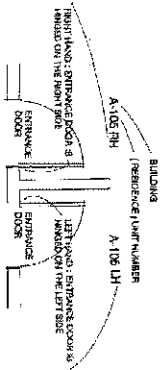
KEY PLAN - BUILDING C / FIRST LEVEL (SECOND LEVEL SIMILAR)



KEY PLAN - BUILDING A / FIRST LEVEL



KEY PLAN - BUILDINGS B & G / FIRST LEVEL (SECOND LEVEL SIMILAR)



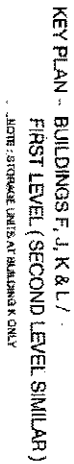
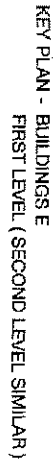
KEY PLAN - UNIT LOCATION / ORIENTATION



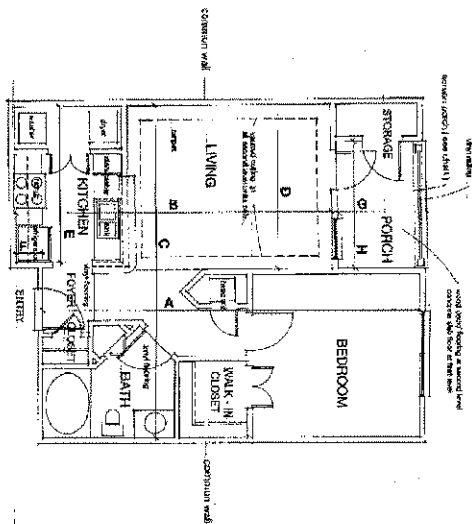
THE ASSOCIATE AT WOODBRIDGE  
HORIZONTAL PROPERTY RESUME

5150 E. BEACH DRIVE  
LOS ANGELES, CALIFORNIA 90044  
SOUTH OCEAN BLVD. 8000  
BIRMINGHAM, ALABAMA 35203  
APRIL 17, 2005

SHEET 1 OF 20  
APRIL 17, 2005



|         |          | Residential Unit Type A-1: Interior Dimensions |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|---------|----------|--|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| UNIT    | ROOM     | A  | B    | C    | D    | E    | F    | G    | H    | I    | J    | K    | L    | M    | N    | O    | P    | Q    | R    | S    | T    | U    | V    | W    | X    | Y    | Z    | AA   | AB   | AC   | AD   | AE   | AF   | AG   | AH   | AI   | AJ   | AK   | AL   | AM   | AN   | AO   | AP   | AQ   | AR   | AS   | AT   | AU   | AV   | AW   | AX   | AY   | AZ   | BA   | BB   | BC   | BD   | BE   | BF   | BG   | BH   | BI   | BJ   | BK   | BL   | BM   | BN   | BO   | BP   | BQ   | BR   | BS   | BT   | BU   | BV   | BW   | BX   | BY   | BZ   | CA   | CB   | CC   | CD   | CE   | CF   | CG   | CH   | CI   | CJ   | CK   | CL   | CM   | CN   | CO   | CP   | CQ   | CR   | CS   | CT   | CU   | CV   | CW   | CX   | CY   | CZ   | DA   | DB   | DC   | DD   | DE   | DF   | DG   | DH   | DI   | DJ   | DK   | DL   | DM   | DN   | DO   | DP   | DQ   | DR   | DS   | DT   | DU   | DV   | DW   | DX   | DY   | DZ   | EA   | EB   | EC   | ED   | EE   | EF   | EG   | EH   | EI   | EJ   | EK   | EL   | EM   | EN   | EO   | EP   | EQ   | ER   | ES   | ET   | EU   | EV   | EW   | EX   | EY   | EZ   | FA   | FB   | FC   | FD   | FE   | FF   | FG   | FH   | FI   | FJ   | FK   | FL   | FM   | FN   | FO   | FP   | FQ   | FR   | FS   | FT   | FU   | FV   | FW   | FX   | FY   | FZ   | GA   | GB   | GC   | GD   | GE   | GF   | GG   | GH   | GI   | GJ   | GK   | GL   | GM   | GN   | GO   | GP   | GQ   | GR   | GS   | GT   | GU   | GV   | GW   | GX   | GY   | GZ   | HA   | HB   | HC   | HD   | HE   | HF   | HG   | HH   | HI   | HJ   | HK   | HL   | HM   | HN   | HO   | HP   | HQ   | HR   | HS   | HT   | HU   | HV   | HW   | HX   | HY   | HZ   | IA   | IB   | IC   | ID   | IE   | IF   | IG   | IH   | II   | IJ   | IK   | IL   | IM   | IN   | IO   | IP   | IQ   | IR   | IS   | IT   | IU   | IV   | IW   | IX   | IY   | IZ   | JA   | JB   | JC   | JD   | JE   | JF   | JG   | JH   | JI   | IJ   | JK   | KL   | KM   | KN   | KO   | KP   | KQ   | KR   | KS   | KT   | KU   | KV   | KW   | KX   | KY   | KZ   | LA   | LB   | LC   | LD   | LE   | LF   | LG   | LH   | LI   | LJ   | LK   | LM   | LN   | LO   | LP   | LQ   | LR   | LS   | LT   | LU   | LV   | LW   | LX   | LY   | LZ   | MA   | MB   | MC   | MD   | ME   | MF   | MG   | MH   | MI   | MJ   | MK   | ML   | MM   | MN   | MO   | MP   | MQ   | MR   | MS   | MT   | MU   | MV   | MW   | MX   | MY   | MZ   | NA   | NB   | NC   | ND   | NE   | NF   | NG   | NH   | NI   | NJ   | NK   | NL   | NM   | NN   | NO   | NP   | NQ   | NR   | NS   | NT   | NU   | NV   | NW   | NX   | NY   | NZ   | OA   | OB   | OC   | OD   | OE   | OF   | OG   | OH   | OI   | OJ   | OK   | OL   | OM   | ON   | OO   | OP   | OQ   | OR   | OS   | OT   | OU   | OV   | OW   | OX   | OY   | OZ   | PA   | PB   | PC   | PD   | PE   | PF   | PG   | PH   | PI   | PJ   | PK   | PL   | PM   | PN   | PO   | PP   | PQ   | PR   | PS   | PT   | PU   | PV   | PW   | PX   | PY   | PZ   | QA   | QB   | QC   | QD   | QE   | QF   | QG   | QH   | QI   | QJ   | QK   | QL   | QM   | QN   | QO   | QP   | QQ   | QR   | QS   | QT   | QU   | QV   | QW   | QX   | QY   | QZ   | RA   | RB   | RC   | RD   | RE   | RF   | RG   | RH   | RI   | RJ   | RK   | RL   | RM   | RN   | RO   | RP   | RQ   | RR   | RS   | RT   | RU   | RV   | RW   | RX   | RY   | RZ   | SA   | SB   | SC   | SD   | SE   | SF   | SG   | SH   | SI   | SJ   | SK   | SL   | SM   | SN   | SO   | SP   | SQ   | SR   | SS   | ST   | SU   | SV   | SW   | SX   | SY   | SZ   | TA   | TB   | TC   | TD   | TE   | TF   | TG   | TH   | TI   | TJ   | TK   | TL   | TM   | TN   | TO   | TP   | TQ   | TR   | TS   | TT   | TU   | TV   | TW   | TX   | TY   | TZ   | UA   | UB   | UC   | UD   | UE   | UF   | UG   | UH   | UI   | UJ   | UK   | UL   | UM   | UN   | UO   | UP   | UQ   | UR   | US   | UT   | UU   | UV   | UW   | UX   | UY   | UZ   | VA   | VB   | VC   | VD   | VE   | VF   | VG   | VH   | VI   | VJ   | VK   | VL   | VM   | VN   | VO   | VP   | VQ   | VR   | VS   | VT   | VU   | VV   | VW   | VX   | VY   | VZ   | WA   | WB   | WC   | WD   | WE   | WF   | WG   | WH   | WI   | WJ   | WK   | WL   | WM   | WN   | WO   | WP   | WQ   | WR   | WS   | WT   | WU   | WV   | WW   | WX   | WY   | WZ   | XA   | XB   | XC   | XD   | XE   | XF   | XG   | XH   | XI   | XJ   | XK   | XL   | XM   | XN   | XO   | XP   | XQ   | XR   | XS   | XT   | XU   | XV   | XW   | XX   | XY   | XZ   | YA   | YB   | YC   | YD   | YE   | YF   | YG   | YH   | YI   | YJ   | YK   | YL   | YM | YN | YO | YP | YQ | YR | YS | YT | YU | YV | YW | YX | YY | YZ | ZA | ZB | ZC | ZD | ZE | ZF | ZG | ZH | ZI | ZJ | ZK | ZL | ZM | ZN | ZO | ZP | ZQ | ZR | ZS | ZT | ZU | ZV | ZW | ZX | ZY | ZZ |
| 01-2000 | ENTRANCE | 2.27   | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1.96 | 2.27 | 2.13 | 2.41 | 1. |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |



FLOOR PLAN - 1 BEDROOM / UNIT TYPE "A1"  
 624 s. f. (heated area & storage)  
 72 s. f. porch / exterior storage (see chart)  
 (RIGHT HAND PLAN SHOWN - LEFT HAND PLAN IS MIRROR IMAGE)

GRAPHIC SCALE: 0 4 8 12 16 20'

- GENERAL NOTES
1. Dimensions are subject to verification by field inspection and are based on the most recent survey data.
  2. Dimensions are shown in feet and inches. All dimensions are rounded to the nearest inch.
  3. All dimensions are shown in feet and inches. All dimensions are rounded to the nearest inch.



THE ENGINEER AT WOODBRIDGE  
 1100 LANTANA DRIVE  
 FORT MYERS, FL 33901  
 813-938-1234  
 813-938-1235  
 813-938-1236  
 813-938-1237  
 813-938-1238  
 813-938-1239  
 813-938-1240  
 813-938-1241  
 813-938-1242  
 813-938-1243  
 813-938-1244  
 813-938-1245  
 813-938-1246  
 813-938-1247  
 813-938-1248  
 813-938-1249  
 813-938-1250  
 813-938-1251  
 813-938-1252  
 813-938-1253  
 813-938-1254  
 813-938-1255  
 813-938-1256  
 813-938-1257  
 813-938-1258  
 813-938-1259  
 813-938-1260  
 813-938-1261  
 813-938-1262  
 813-938-1263  
 813-938-1264  
 813-938-1265  
 813-938-1266  
 813-938-1267  
 813-938-1268  
 813-938-1269  
 813-938-1270  
 813-938-1271  
 813-938-1272  
 813-938-1273  
 813-938-1274  
 813-938-1275  
 813-938-1276  
 813-938-1277  
 813-938-1278  
 813-938-1279  
 813-938-1280  
 813-938-1281  
 813-938-1282  
 813-938-1283  
 813-938-1284  
 813-938-1285  
 813-938-1286  
 813-938-1287  
 813-938-1288  
 813-938-1289  
 813-938-1290  
 813-938-1291  
 813-938-1292  
 813-938-1293  
 813-938-1294  
 813-938-1295  
 813-938-1296  
 813-938-1297  
 813-938-1298  
 813-938-1299  
 813-938-1300  
 813-938-1301  
 813-938-1302  
 813-938-1303  
 813-938-1304  
 813-938-1305  
 813-938-1306  
 813-938-1307  
 813-938-1308  
 813-938-1309  
 813-938-1310  
 813-938-1311  
 813-938-1312  
 813-938-1313  
 813-938-1314  
 813-938-1315  
 813-938-1316  
 813-938-1317  
 813-938-1318  
 813-938-1319  
 813-938-1320  
 813-938-1321  
 813-938-1322  
 813-938-1323  
 813-938-1324  
 813-938-1325  
 813-938-1326  
 813-938-1327  
 813-938-1328  
 813-938-1329  
 813-938-1330  
 813-938-1331  
 813-938-1332  
 813-938-1333  
 813-938-1334  
 813-938-1335  
 813-938-1336  
 813-938-1337  
 813-938-1338  
 813-938-1339  
 813-938-1340  
 813-938-1341  
 813-938-1342  
 813-938-1343  
 813-938-1344  
 813-938-1345  
 813-938-1346  
 813-938-1347  
 813-938-1348  
 813-938-1349  
 813-938-1350  
 813-938-1351  
 813-938-1352  
 813-938-1353  
 813-938-1354  
 813-938-1355  
 813-938-1356  
 813-938-1357  
 813-938-1358  
 813-938-1359  
 813-938-1360  
 813-938-1361  
 813-938-1362  
 813-938-1363  
 813-938-1364  
 813-938-1365  
 813-938-1366  
 813-938-1367  
 813-938-1368  
 813-938-1369  
 813-938-1370  
 813-938-1371  
 813-938-1372  
 813-938-1373  
 813-938-1374  
 813-938-1375  
 813-938-1376  
 813-938-1377  
 813-938-1378  
 813-938-1379  
 813-938-1380  
 813-938-1381  
 813-938-1382  
 813-938-1383  
 813-938-1384  
 813-938-1385  
 813-938-1386  
 813-938-1387  
 813-938-1388  
 813-938-1389  
 813-938-1390  
 813-938-1391  
 813-938-1392  
 813-938-1393  
 813-938-1394  
 813-938-1395  
 813-938-1396  
 813-938-1397  
 813-938-1398  
 813-938-1399  
 813-938-1400  
 813-938-1401  
 813-938-1402  
 813-938-1403  
 813-938-1404  
 813-938-1405  
 813-938-1406  
 813-938-1407  
 813-938-1408  
 813-938-1409  
 813-938-1410  
 813-938-1411  
 813-938-1412  
 813-938-1413  
 813-938-1414  
 813-938-1415  
 813-938-1416  
 813-938-1417  
 813-938-1418  
 813-938-1419  
 813-938-1420  
 813-938-1421  
 813-938-1422  
 813-938-1423  
 813-938-1424  
 813-938-1425  
 813-938-1426  
 813-938-1427  
 813-938-1428  
 813-938-1429  
 813-938-1430  
 813-938-1431  
 813-938-1432  
 813-938-1433  
 813-938-1434  
 813-938-1435  
 813-938-1436  
 813-938-1437  
 813-938-1438  
 813-938-1439  
 813-938-1440  
 813-938-1441  
 813-938-1442  
 813-938-1443  
 813-938-1444  
 813-938-1445  
 813-938-1446  
 813-938-1447  
 813-938-1448  
 813-938-1449  
 813-938-1450  
 813-938-1451  
 813-938-1452  
 813-938-1453  
 813-938-1454  
 813-938-1455  
 813-938-1456  
 813-938-1457  
 813-938-1458  
 813-938-1459  
 813-938-1460  
 813-938-1461  
 813-938-1462  
 813-938-1463  
 813-938-1464  
 813-938-1465  
 813-938-1466  
 813-938-1467  
 813-938-1468  
 813-938-1469  
 813-938-1470  
 813-938-1471  
 813-938-1472  
 813-938-1473  
 813-938-1474  
 813-938-1475  
 813-938-1476  
 813-938-1477  
 813-938-1478  
 813-938-1479  
 813-938-1480  
 813-938-1481  
 813-938-1482  
 813-938-1483  
 813-938-1484  
 813-938-1485  
 813-938-1486  
 813-938-1487  
 813-938-1488  
 813-938-1489  
 813-938-1490  
 813-938-1491  
 813-938-1492  
 813-938-1493  
 813-938-1494  
 813-938-1495  
 813-938-1496  
 813-938-1497  
 813-938-1498  
 813-938-1499  
 813-938-1500  
 813-938-1501  
 813-938-1502  
 813-938-1503  
 813-938-1504  
 813-938-1505  
 813-938-1506  
 813-938-1507  
 813-938-1508  
 813-938-1509  
 813-938-1510  
 813-938-1511  
 813-938-1512  
 813-938-1513  
 813-938-1514  
 813-938-1515  
 813-938-1516  
 813-938-1517  
 813-938-1518  
 813-938-1519  
 813-938-1520  
 813-938-1521  
 813-938-1522  
 813-938-1523  
 813-938-1524  
 813-938-1525  
 813-938-1526  
 813-938-1527  
 813-938-1528  
 813-938-1529  
 813-938-1530  
 813-938-1531  
 813-938-1532  
 813-938-1533  
 813-938-1534  
 813-938-1535  
 813-938-1536  
 813-938-1537  
 813-938-1538  
 813-938-1539  
 813-938-1540  
 813-938-1541  
 813-938-1542  
 813-938-1543  
 813-938-1544  
 813-938-1545  
 813-938-1546  
 813-938-1547  
 813-938-1548  
 813-938-1549  
 813-938-1550  
 813-938-1551  
 813-938-1552  
 813-938-1553  
 813-938-1554  
 813-938-1555  
 813-938-1556  
 813-938-1557  
 813-938-1558  
 813-938-1559  
 813-938-1560  
 813-938-1561  
 813-938-1562  
 813-938-1563  
 813-938-1564  
 813-938-1565  
 813-938-1566  
 813-938-1567  
 813-938-1568  
 813-938-1569  
 813-938-1570  
 813-938-1571  
 813-938-1572  
 813-938-1573  
 813-938-1574  
 813-938-1575  
 813-938-1576  
 813-938-1577  
 813-938-1578  
 813-938-1579  
 813-938-1580  
 813-938-1581  
 813-938-1582  
 813-938-1583  
 813-938-1584  
 813-938-1585  
 813-938-1586  
 813-938-1587  
 813-938-1588  
 813-938-1589  
 813-938-1590  
 813-938-1591  
 813-938-1592  
 813-938-1593  
 813-938-1594  
 813-938-1595  
 813-938-1596  
 813-938-1597  
 813-938-1598  
 813-938-1599  
 813-938-1600  
 813-938-1601  
 813-938-1602  
 813-938-1603  
 813-938-1604  
 813-938-1605  
 813-938-1606  
 813-938-1607  
 813-938-1608  
 813-938-1609  
 813-938-1610  
 813-938-1611  
 813-938-1612  
 813-938-1613  
 813-938-1614  
 813-938-1615  
 813-938-1616  
 813-938-1617  
 813-938-1618  
 813-938-1619  
 813-938-1620  
 813-938-1621  
 813-938-1622  
 813-938-1623  
 813-938-1624  
 813-938-1625  
 813-938-1626  
 813-938-1627  
 813-938-1628  
 813-938-1629  
 813-938-1630  
 813-938-1631  
 813-938-1632  
 813-938-1633  
 813-938-1634  
 813-938-1635  
 813-938-1636  
 813-938-1637  
 813-938-1638  
 813-938-1639  
 813-938-1640  
 813-938-1641  
 813-938-1642  
 813-938-1643  
 813-938-1644  
 813-938-1645  
 813-938-1646  
 813-938-1647  
 813-938-1648  
 813-938-1649  
 813-938-1650  
 813-938-1651  
 813-938-1652  
 813-938-1653  
 813-938-1654  
 813-938-1655  
 813-938-1656  
 813-938-1657  
 813-938-1658  
 813-938-1659  
 813-938-1660  
 813-938-1661  
 813-938-1662  
 813-938-1663  
 813-938-1664  
 813-938-1665  
 813-938-1666  
 813-938-1667  
 813-938-1668  
 813-938-1669  
 813-938-1670  
 813-938-1671  
 813-938-1672  
 813-938-1673  
 813-938-1674  
 813-938-1675  
 813-938-1676  
 813-938-1677  
 813-938-1678  
 813-938-1679  
 813-938-1680  
 813-938-1681  
 813-938-1682  
 813-938

[illegible]

**FLOOR PLAN - 1 BEDROOM / UNIT TYPE "A"**

663 S. 1 (heated area) (average) 81 s.f. porch (see chart)  
 774 s.f. (heated area with sun room) (average) (see chart)

(RIGHT HAND PLAN SHOWN - LEFT HAND PLAN IS MIRROR IMAGE)

The diagram shows a floor plan for a unit. On the right is a large rectangular area labeled 'SUN ROOM'. To its left is a smaller rectangular area labeled 'CLOSET'. Below the closet is a rectangular area labeled 'LIVING ROOM'. A dashed line labeled 'B (EXTENSION AT SUN ROOM)' connects the living room to the sun room. The entire unit is enclosed by a dashed line representing the exterior wall. A north arrow is located in the top right corner of the diagram.

THE RESERVE AT WOODBRIDGE  
FEDERAL RESERVE BANK

- 50 PEBBLE BEACH COTE  
TOWN OF BLUFFTON  
BEAUFORT COUNTY  
SOUTH CAROLINA 29910**





# RESIDENTIAL UNIT TYPE D-1 INTERIOR DIMENSIONS

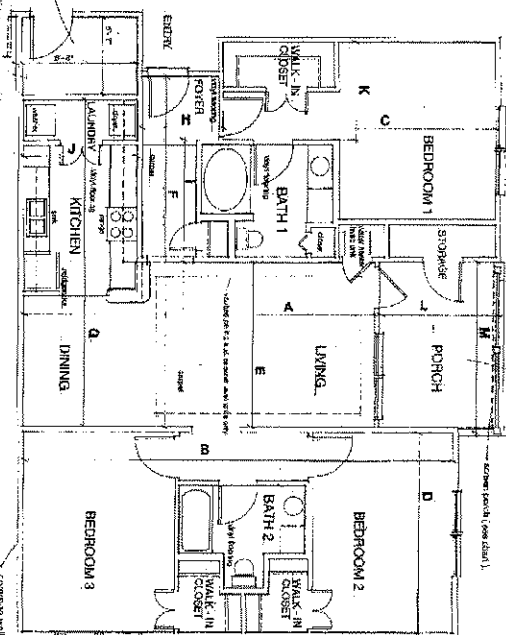
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |

SEE BUILDING A - SHEET NO. 1  
SEE BUILDING K - SHEET NO. 2

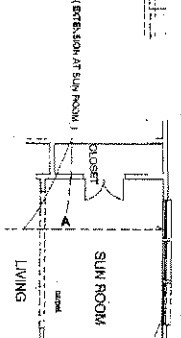
NOTE: DIMENSIONS OF BREAKDOWN STORAGE  
UNIT INTERIORS AT BUILDING A & K ARE IN INCHES.

RESIDENTIAL UNIT STORAGE UNIT

|      |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |
|------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|



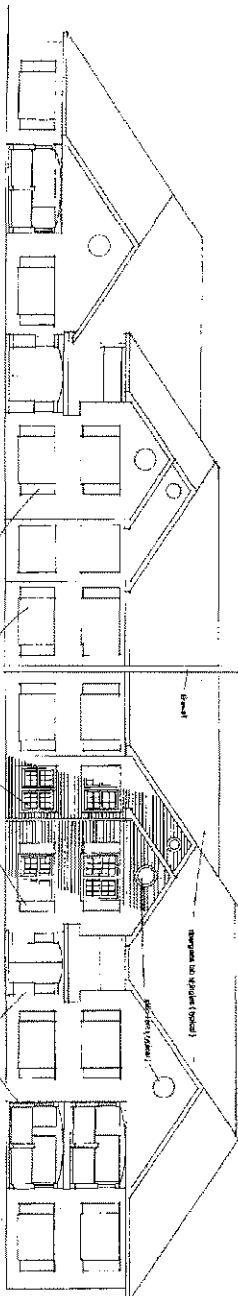
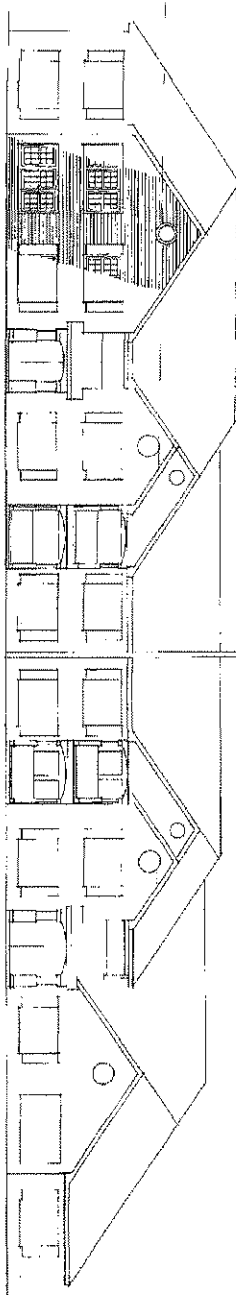
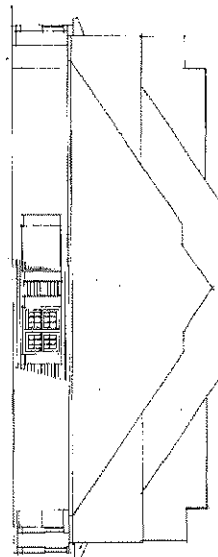
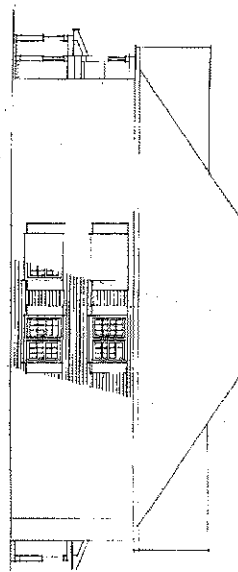
FLOOR PLAN - 3 BEDROOM / UNIT TYPE "D1"  
1280 S.F. (Insulated area (K average) 1280 S.F. porch / exterior storage (see chart)  
1280 S.F. (Insulated area with sun room (K average) (see chart)  
LEFT HAND PLAN SHOWN. LEFT HAND PLAN IS MIRROR IMAGE.



FLOOR PLAN - SUN ROOM (see chart)

- GENERAL NOTES
- Dimensions are subject to variation by owner. Careless with surfaces and floor surfaces.
  - Dimensions are subject to variation by owner. Careless with surfaces and floor surfaces.
  - Changes made in construction shall be shown on drawings.

SHEET 7 OF 20  
APRIL 17 2006



BUILDING A - REAR ELEVATION.

BUILDING A - FRONT ELEVATION

**BUILDING A - LEFT SIDE ELEVATION**

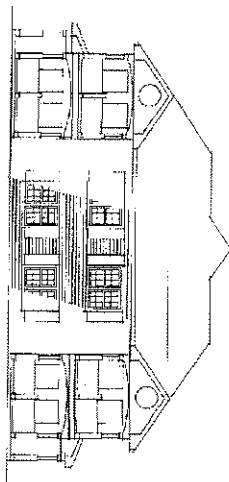
BUILDING A - RIGHT SIDE ELEVATION

SECOND LEVEL.  
#4034 FLOOR.

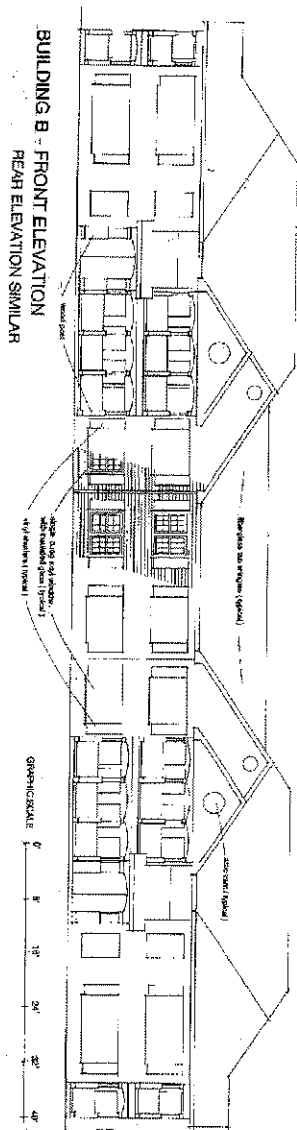
THE RESERVE AT WOODBRIDGE  
HORIZONTAL PROPERTY REGIME

SHEET 8 OF 20  
APRIL 17 2006





BUILDING B - LEFT SIDE ELEVATION  
RIGHT SIDE ELEVATION SIMILAR



BUILDING B - FRONT ELEVATION  
REAR ELEVATION SIMILAR



THE RESIDENT AT WOODBRIDGE  
HORIZONTAL PROPERTY REGIME  
30 WILSON E. BRANCH CIRCLE  
TOWN OF BLANTON  
COUNTY OF CLAYTON  
SOUTH CAROLINA 29910  
BROWN  
BROWN  
ARCHITECTS  
1 PINEBERRY DRIVE  
CHARLOTTE, SOUTH CAROLINA 28205

SHEET 9 OF 20  
APRIL 17 2006

This architectural floor plan depicts a long, narrow building, likely a school or institutional structure, oriented horizontally. The plan is characterized by a central corridor that runs the length of the building, providing access to numerous rooms on both sides. The rooms vary in size and are arranged in a somewhat regular pattern, suggesting a functional layout for a large group of people. The building's footprint is rectangular, with a series of small, circular features (possibly windows or ventilation points) visible along the outer walls. The drawing is a black and white line plan, typical of architectural documentation.

[illegible]

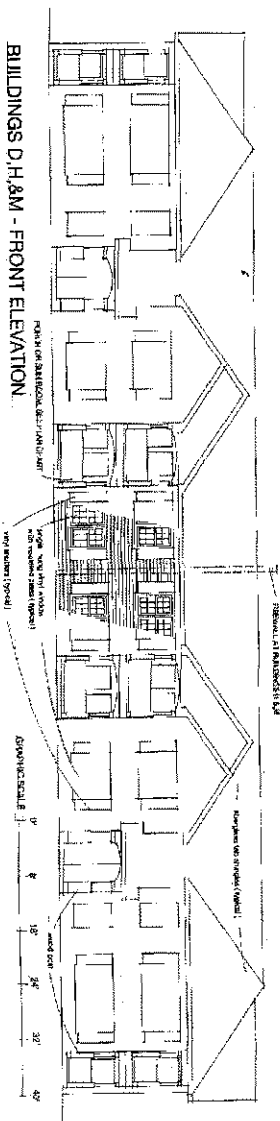
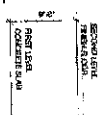
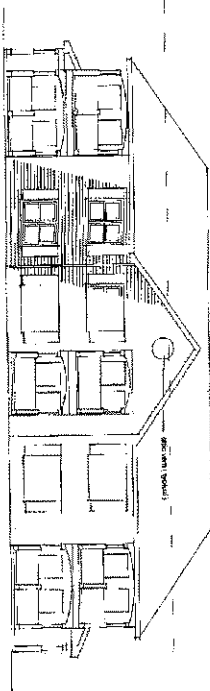
This architectural drawing shows the exterior of the building, a long, low structure with a flat roof. The facade is characterized by a series of windows, some of which are grouped together. The drawing is a perspective view, showing the building's length and its relationship to the surrounding space.

**THE RESERVE AT WOODBRIDGE**  
HORIZONTAL PROPERTY RESERVE

50 PEARLE BLACK COVE  
TOWN OF SARTON  
REDFORD COUNTY  
80001 CANADIAN 10410

TYPE  
REMARKS  
ACQUISITION

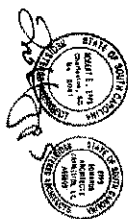
1. ACQUISITION COST  
2. OWNERSHIP COST  
3. TOTAL COST



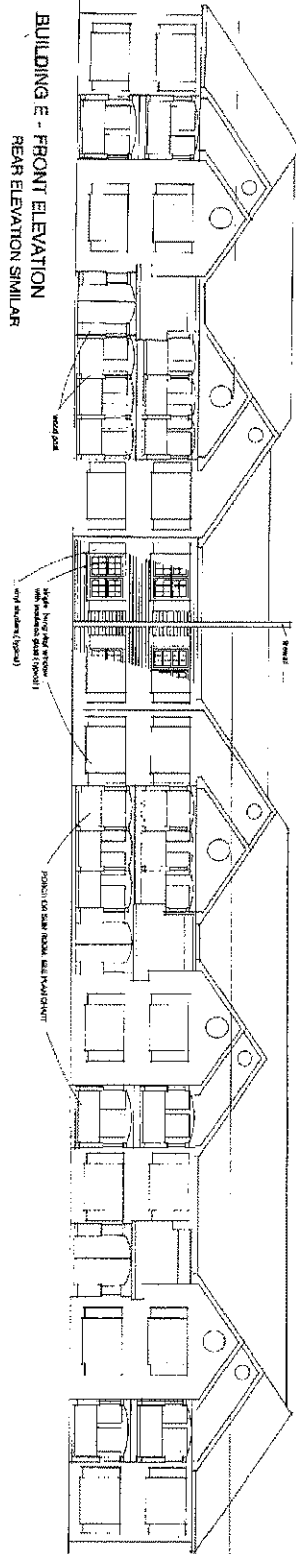
BUILDINGS D, H, & M - FRONT ELEVATION  
REAR ELEVATION SIMILAR

SHEET 11 OF 20  
APRIL 17 2005

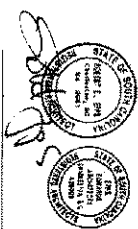
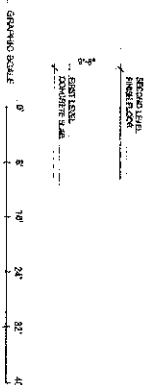
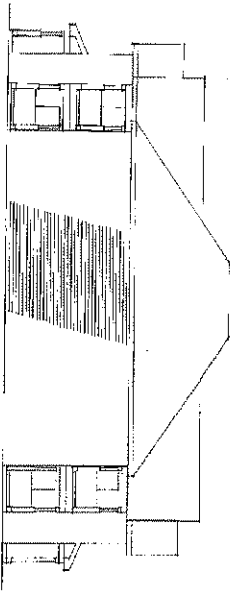
THE HERBERT AT WOOD BROOK  
#HORIZONTALPROPERTY RESERVE



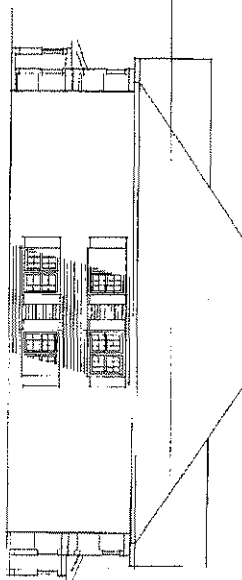
BUILDING E - FRONT ELEVATION  
REAR ELEVATION SIMILAR



BUILDING E - LEFT SIDE ELEVATION  
RIGHT SIDE ELEVATION SIMILAR

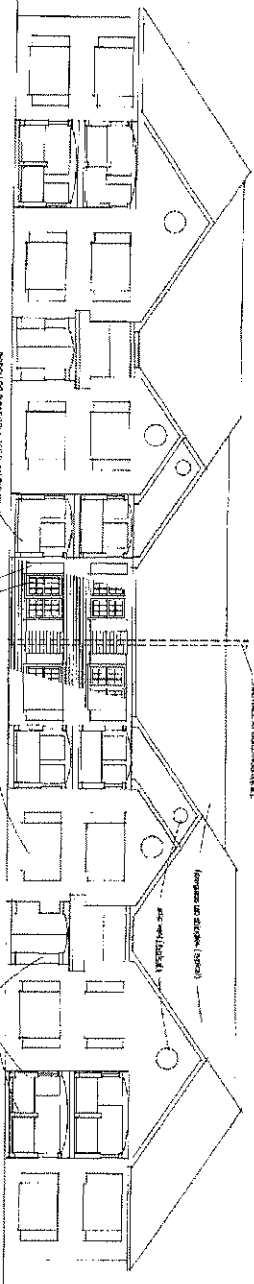


THE RESIDENT AT WOODSHIRE  
NORTH CAROLINA PROJECT HISTORY  
3000 E. BENTLEY DRIVE  
NORTH CAROLINA  
SOUTH CAROLINA 29510  
PUGH  
ARCHITECTS  
CONSULTING ENGINEER  
SHEET 18 OF 20  
APRIL 17 2006



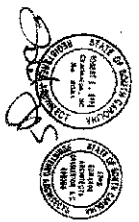
BUILDINGS - F,J,K & L - FRONT ELEVATION  
RIGHT SIDE ELEVATION SIMILAR

RECORDED  
LIBRARY  
APR 17 2006  
COUNTY CLERK



BUILDINGS - F,J,K & L - FRONT ELEVATION  
REAR ELEVATION SIMILAR

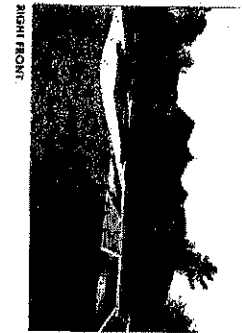
GRAPHIC SCALE: 0' 5' 10' 15' 20'



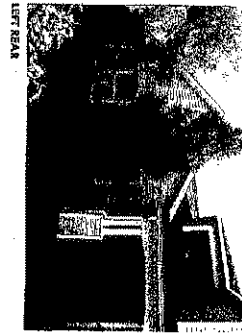
THE RESIDENTIAL ARCHITECTURE  
FIRM, INC.  
10000 W. HARRIS AVE.  
SUITE 100  
DURHAM, NC 27703  
ARCHITECTS  
DRAWN BY: J. B. BROWN  
CHECKED BY: J. B. BROWN  
DATE: APRIL 17, 2006



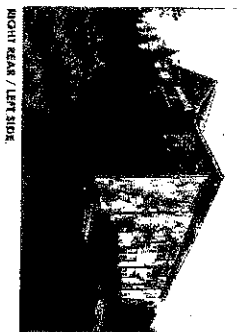
LEFT FRONT  
BUILDING A



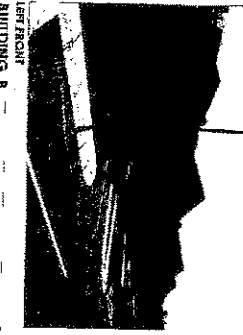
RIGHT FRONT



LEFT REAR



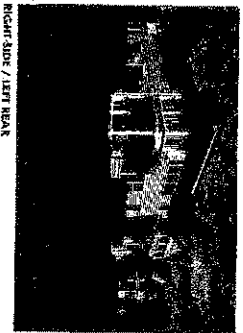
RIGHT REAR / LEFT SIDE



LEFT FRONT  
BUILDING B



RIGHT FRONT



RIGHT SIDE / LEFT REAR



RIGHT REAR



LEFT FRONT  
BUILDING C



RIGHT FRONT / RIGHT SIDE



LEFT REAR



RIGHT REAR



LEFT FRONT  
BUILDING D



RIGHT FRONT / RIGHT SIDE



RIGHT SIDE / LEFT REAR



RIGHT REAR / LEFT SIDE

REAR

RIGHT REAR LEFT REAR

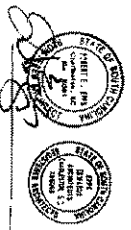
LEFT SIDE RIGHT SIDE

LEFT FRONT RIGHT FRONT

FRONT

PRIMARY DRIVEWAY / PARKING

PHOTO IMAGE KEY



THE PRESERVE AT WOODBRIDGE  
HORIZONTAL PROPERTY RESUME  
50 PERMANENT RESIDENCE  
TOWN OF BULLINGTON  
COUNTY OF GAITHERSBURG  
STATE OF MARYLAND, 20816  
PRA  
EDWARDS  
ARCHITECTS  
LANDSCAPE ARCHITECT  
DANIEL J. EDWARDS, AIA  
DANIEL J. EDWARDS, AIA

SHEET 14 OF 20  
APRIL 17, 2006



LEFT FRONT  
BUILDING E



RIGHT FRONT / RIGHT SIDE



RIGHT SIDE / LEFT REAR



RIGHT REAR



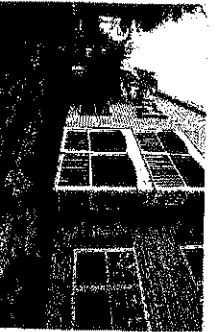
LEFT FRONT  
BUILDING F



RIGHT FRONT / RIGHT SIDE



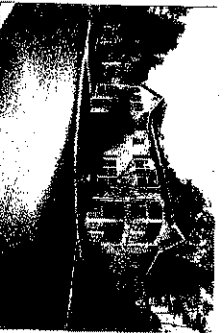
RIGHT SIDE / LEFT REAR



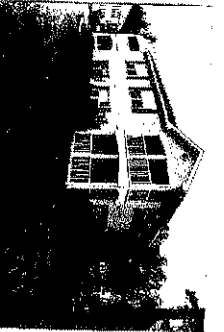
RIGHT REAR / LEFT SIDE



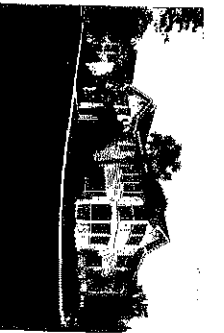
LEFT FRONT  
BUILDING G



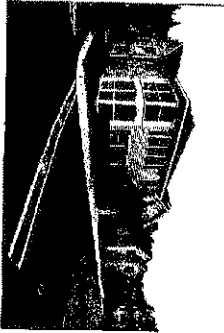
RIGHT FRONT / RIGHT SIDE



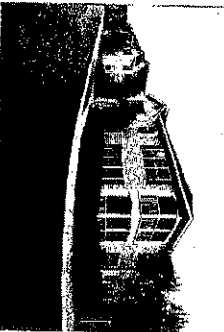
RIGHT SIDE / LEFT REAR



RIGHT REAR / LEFT SIDE



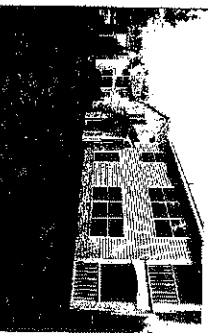
LEFT SIDE / LEFT FRONT  
BUILDING H



RIGHT FRONT / RIGHT SIDE



RIGHT SIDE

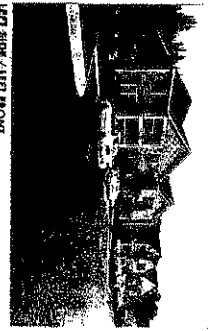


RIGHT REAR

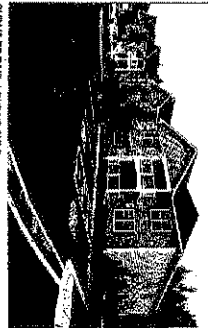


THE PRESERVE AT WOODBRIDGE  
HORIZONTAL PROPERTY REGIME

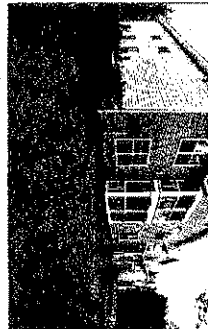
66 PEBBLE BROOK DRIVE  
TOWN OF RELISTON  
SOUTH CAROLINA 29010  
8798  
EDWARDS  
ARCHITECTS  
1 PINEWOOD AVENUE  
COLUMBIA SOUTH CAROLINA 29201



LEFT SIDE / LEFT FRONT  
BUILDING J



RIGHT FRONT / RIGHT SIDE



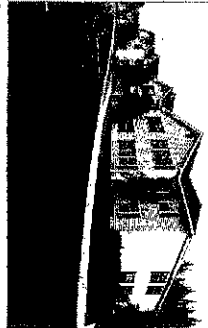
RIGHT SIDE / LEFT REAR



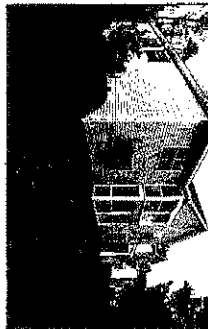
RIGHT REAR



LEFT SIDE / LEFT FRONT  
BUILDING K



RIGHT FRONT / RIGHT SIDE



RIGHT SIDE / LEFT REAR



RIGHT REAR / LEFT FRONT



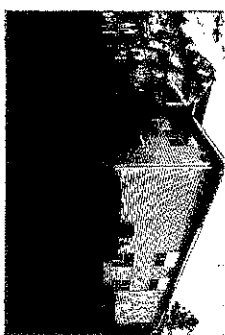
LEFT FRONT  
BUILDING L



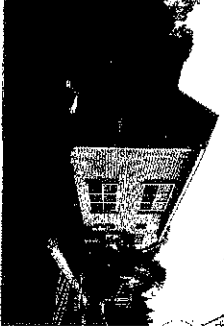
RIGHT FRONT / RIGHT SIDE



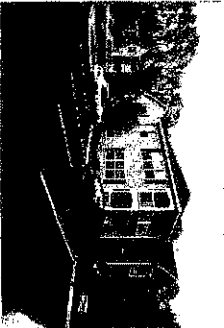
RIGHT SIDE / LEFT REAR



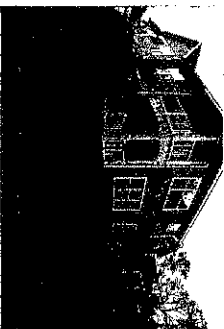
RIGHT REAR / LEFT SIDE



LEFT SIDE / LEFT FRONT  
BUILDING M



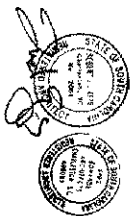
RIGHT FRONT / RIGHT SIDE



RIGHT SIDE / LEFT REAR



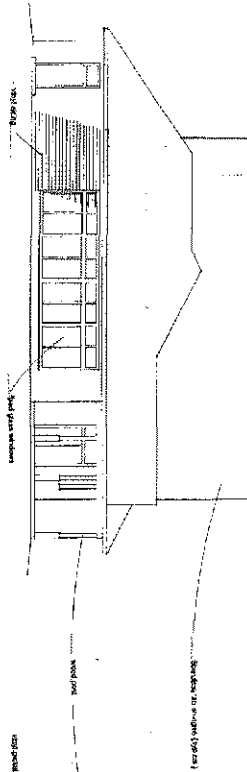
RIGHT REAR / LEFT SIDE



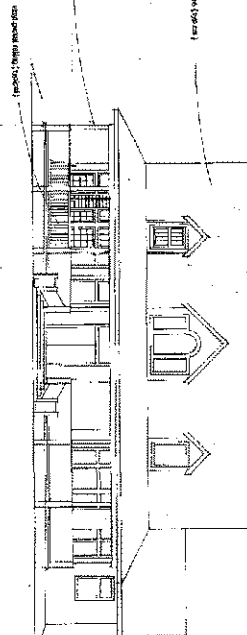
THE RESERVE AT WOODSHIRE  
HORIZONTAL PROPERTY REGIME  
90 PARCEL BLOCK CODE  
SOUTH OF LITTON  
BURNING WOOD  
SOUTH CAROLINA 29113  
BPM  
BOWMAN  
ARCHITECTS  
VANDERBILT STREET  
GREENSBORO, NORTH CAROLINA 27407

SHEET 16 OF 20  
APRIL 17 2006

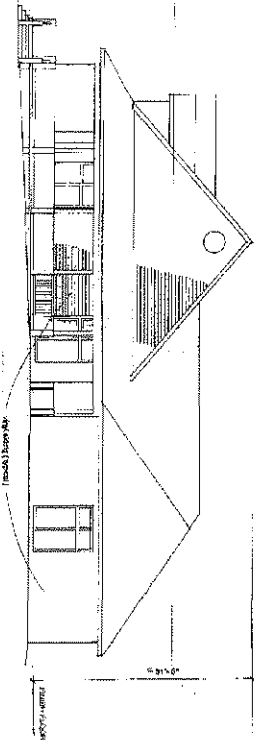




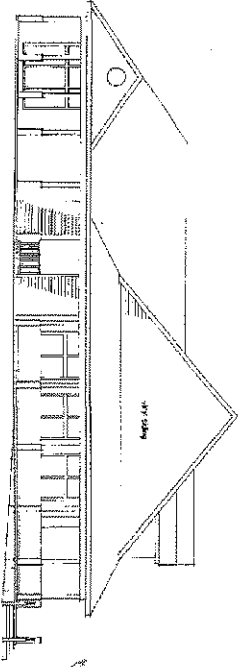
REAR ELEVATION - CLUB HOUSE



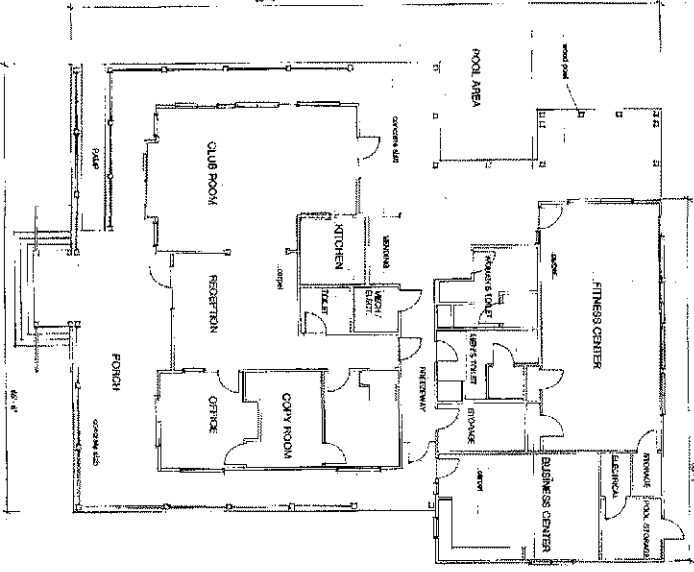
FRONT ELEVATION - CLUB HOUSE



RIGHT SIDE ELEVATION - CLUB HOUSE

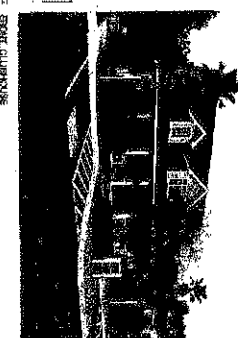


LEFT SIDE ELEVATION - CLUB HOUSE

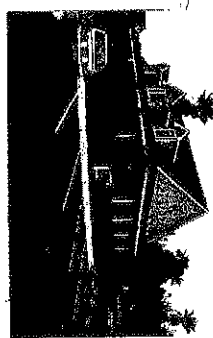


FLOOR PLAN - CLUB HOUSE

GRAPHIC SCALE 0' 6' 12' 24'



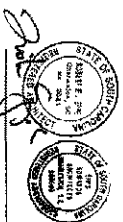
FRONT ELEVATION



RIGHT SIDE ELEVATION

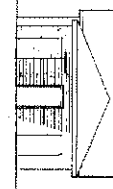


LEFT SIDE ELEVATION



THE REGISTRAR AT HIS OFFICE  
 HAS REVIEWED THE PROJECT  
 AND HAS FOUND IT TO BE  
 IN ACCORDANCE WITH THE  
 REQUIREMENTS OF THE  
 ARCHITECTURAL BOARD  
 OF THE STATE OF SOUTH  
 CAROLINA.

SHEET 17 OF 20  
 APRIL 17 2006



RIGHT SIDE ELEVATION  
BUILDINGS 2, & 4



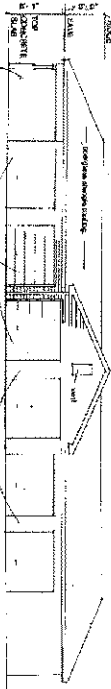
GRAPHIC SCALE.

0' 8' 16' 24' 32'

0 1 2 3

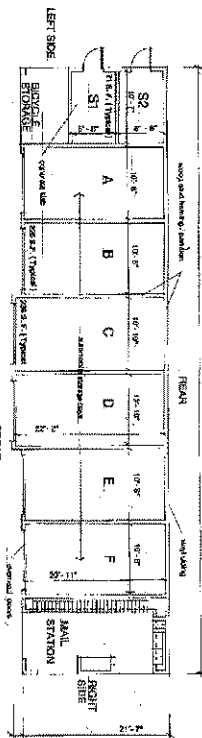


GRAPHIC SCALE

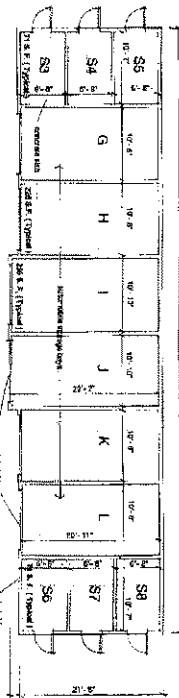


GRAPHIC SCALE

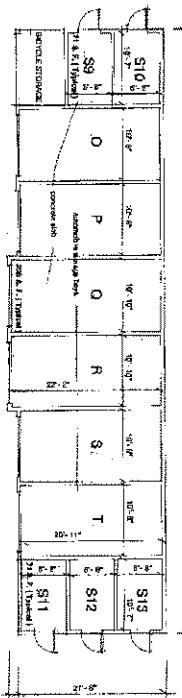
A horizontal scale bar with markings at 0, 15, 24, and 30 feet. Below the bar, there is a label '1 mile' with a line segment extending from the 0 mark to the 30-foot mark, indicating that 30 feet on the map equals 1 mile in reality.



GRAPHIC SCALE



GRAPHIC SCALE



GRAPHIC SCALE

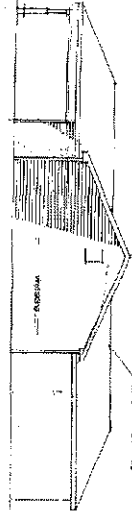
LEFT SIDE ELEVATION  
GARAGE BUILDING 3



RIGHT SIDE ELEVATION  
GARAGE BUILDING 3



REAR ELEVATION - GARAGE BUILDINGS 3

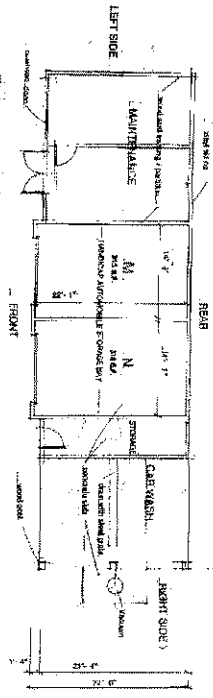


FRONT ELEVATION - GARAGE BUILDING 3



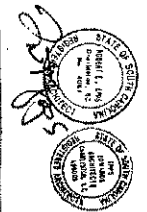
|                    |            |
|--------------------|------------|
| SCALE              | 1" = 8'-0" |
| TOO SMALL TO SCALE | 1" = 8'-0" |

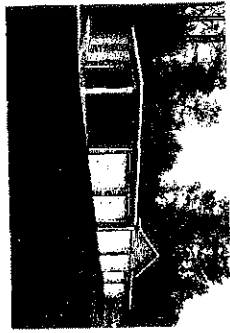
FLOOR PLAN - GARAGE BUILDING 3



SHEET 19 OF 20  
APRIL 17 2006

THE RESERVE AT WOODBRIDGE  
HORIZON ALPHAPROPERTLY RESERVE  
© PEBBLE BEACH COVE  
TOWN OF LANTANA  
SOUTH CALENDAR 2006  
EDWARDS  
ARCHITECTS  
UNIVERSITY STREET  
CAVENDISH SOUTH CALENDAR 2006

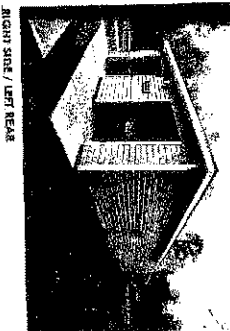




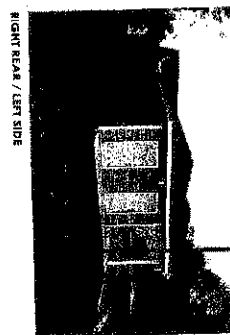
LEFT SIDE / LEFT FRONT  
GARAGE BUILDING 1



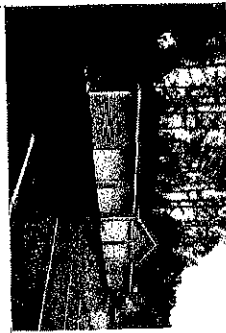
RIGHT FRONT / RIGHT SIDE



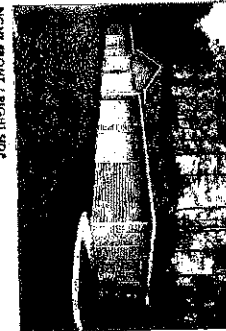
RIGHT SIDE / LEFT REAR



RIGHT REAR / LEFT SIDE



LEFT SIDE / LEFT FRONT  
GARAGE BUILDING 2



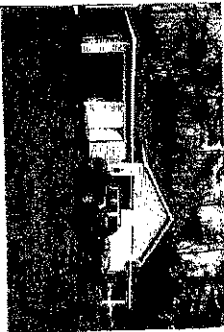
RIGHT FRONT / RIGHT SIDE



RIGHT SIDE / LEFT REAR



LEFT SIDE



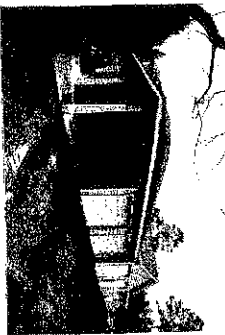
LEFT SIDE / LEFT FRONT  
GARAGE BUILDING 3



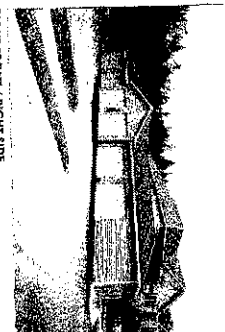
RIGHT FRONT / RIGHT SIDE



RIGHT SIDE / LEFT REAR



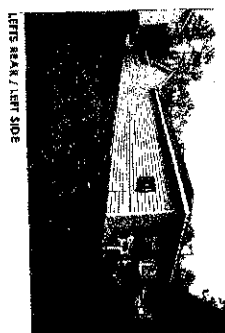
LEFT SIDE / LEFT FRONT  
GARAGE BUILDING 4



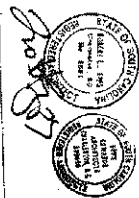
RIGHT FRONT / RIGHT SIDE



RIGHT SIDE / LEFT REAR



LEFTS REAR / LEFT SIDE



THE RESERVE AT MCCARTHOE  
HORIZONTAL PROPERTY REGIME

10 JONES & BROWN LANE  
TOWN OF ELLETTSVILLE  
SOUTH CAROLINA 29516  
DAVID L. SMITH  
ARCHITECT  
1700 KENNETH STREET  
DARTMOUTH SOUTH CAROLINA 29517

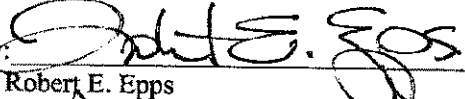
SHEET 20 OF 20  
APRIL 17 2006

**Exhibit "D"**  
**Elevations and Floor Plans of**  
**The Reserve at Woodbridge Horizontal Property Regime**

**ARCHITECT'S CERTIFICATE**

The undersigned, an authorized and licensed Architect hereby certifies that the floor plans for The reserve at Woodbridge Horizontal Property Regime, attached hereto, fully and accurately graphically depict and describe, within reasonable construction tolerances, the dimensions, area, and location of each Unit contained within each building, and the dimensions, area and location of the Common Elements that afford access to each Unit.

**Epps Edwards Architects**  
1 Pinckney Street  
Charleston, South Carolina 29410

By:   
Robert E. Epps

Date: APRIL 24 2006

## **Exhibit "E"**

### **Schedule of Individual Unit Assigned Statutory Values and Percentage Interests**

Each Unit Owner owns, in addition to his Unit, an interest in the Common Elements of the Property, which percentage ownership interest has been determined and computed by taking as a basis the value of each individual Unit in relation to the value of the Units as a whole. Such percentage interest in the Common Elements of each Unit Owner shall vary.

The values set forth in this Master Deed and in this Exhibit "E" are based on \$ 120.00 per square foot values for Residential Condominium Units, \$80.00 per square foot for Garage Parking Units and \$60.00 per square foot for Storage Units. The basis for determining this statutory value is for the sole purpose of complying with the Act and does not necessarily reflect the market value of the Unit or the property of the Regime and shall in no way inhibit or restrict the fixing of a different value or sales price by Declarant or by Unit Owners to their respective Unit in any type of act or contract.

| Residential Unit Number | Type Floor Plan | Includes Heated Sunroom | Residential Unit Includes Breezeway Storage Area Number | Total Square Foot Area | Unit Value | % Interest |
|-------------------------|-----------------|-------------------------|---|------------------------|------------|------------|
| A110                    | D-1             |                         | SA-2  | 1306                   | \$153,960  | 0.6082%    |
| A111                    | C-1             | X                       |   | 1053                   | \$126,360  | 0.4991%    |
| A112                    | D-1             | X                       | SA-1  | 1434                   | \$169,320  | 0.6688%    |
| A113                    | C-1             |                         |   | 989                    | \$118,680  | 0.4688%    |
| A114                    | C-1             | X                       |   | 1053                   | \$126,360  | 0.4991%    |
| A115                    | D-1             |                         | SA-4  | 1306                   | \$153,960  | 0.6082%    |
| A116                    | C-1             |                         |   | 989                    | \$118,680  | 0.4688%    |
| A117                    | D-1             | X                       | SA-3  | 1434                   | \$169,320  | 0.6688%    |
| A210                    | D-1             |                         | SA-6  | 1306                   | \$153,960  | 0.6082%    |
| A211                    | C-1             | X                       |   | 1053                   | \$126,360  | 0.4991%    |
| A212                    | D-1             | X                       | SA-5  | 1434                   | \$169,320  | 0.6688%    |
| A213                    | C-1             |                         |   | 989                    | \$118,680  | 0.4688%    |
| A214                    | C-1             | X                       | SA-8  | 1099                   | \$129,120  | 0.5100%    |
| A216                    | C-1             |                         | SA-7  | 1035                   | \$121,440  | 0.4797%    |
| B110                    | A-2             |                         |   | 693                    | \$83,160   | 0.3285%    |
| B111                    | B-1             |                         |   | 867                    | \$104,040  | 0.4110%    |
| B112                    | A-2             |                         |   | 693                    | \$83,160   | 0.3285%    |
| B113                    | B-1             |                         |   | 867                    | \$104,040  | 0.4110%    |
| B114                    | B-1             |                         |   | 867                    | \$104,040  | 0.4110%    |
| B115                    | A-2             |                         |   | 693                    | \$83,160   | 0.3285%    |
| B116                    | B-1             |                         |   | 867                    | \$104,040  | 0.4110%    |
| B117                    | A-2             |                         |   | 693                    | \$83,160   | 0.3285%    |
| B210                    | A-2             |                         |   | 693                    | \$83,160   | 0.3285%    |
| B211                    | B-1             |                         |   | 867                    | \$104,040  | 0.4110%    |
| B212                    | A-2             |                         |   | 693                    | \$83,160   | 0.3285%    |
| B213                    | B-1             |                         |   | 867                    | \$104,040  | 0.4110%    |
| B214                    | B-1             |                         |   | 867                    | \$104,040  | 0.4110%    |
| B215                    | A-2             |                         |   | 693                    | \$83,160   | 0.3285%    |
| B216                    | B-1             |                         |   | 867                    | \$104,040  | 0.4110%    |
| B217                    | A-2             |                         |   | 693                    | \$83,160   | 0.3285%    |
| C110                    | D-1             |                         |   | 1260                   | \$151,200  | 0.5973%    |
| C111                    | C-1             |                         |   | 989                    | \$118,680  | 0.4688%    |
| C112                    | D-1             |                         |   | 1260                   | \$151,200  | 0.5973%    |
| C113                    | C-1             | X                       |   | 1053                   | \$126,360  | 0.4991%    |
| C114                    | B-1             | X                       |   | 973                    | \$116,760  | 0.4612%    |
| C115                    | B-1             | X                       |   | 973                    | \$116,760  | 0.4612%    |
| C116                    | B-1             |                         |   | 867                    | \$104,040  | 0.4110%    |
| C117                    | B-1             |                         |   | 867                    | \$104,040  | 0.4110%    |
| C118                    | C-1             |                         |   | 989                    | \$118,680  | 0.4688%    |
| C119                    | D-1             |                         |   | 1260                   | \$151,200  | 0.5973%    |
| C120                    | C-1             | X                       |   | 1053                   | \$126,360  | 0.4991%    |
| C121                    | D-1             |                         |   | 1260                   | \$151,200  | 0.5973%    |
| C210                    | D-1             |                         |   | 1260                   | \$151,200  | 0.5973%    |
| C211                    | C-1             |                         |   | 989                    | \$118,680  | 0.4688%    |
| C212                    | D-1             |                         |   | 1260                   | \$151,200  | 0.5973%    |
| C213                    | C-1             | X                       |   | 1053                   | \$126,360  | 0.4991%    |

|      |     |   |  |      |           |         |
|------|-----|---|--|------|-----------|---------|
| C214 | B-1 | X |  | 973  | \$116,760 | 0.4612% |
| C215 | B-1 | X |  | 973  | \$116,760 | 0.4612% |
| C216 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| C217 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| C218 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| C219 | D-1 |   |  | 1260 | \$151,200 | 0.5973% |
| C220 | C-1 | X |  | 1053 | \$126,360 | 0.4991% |
| C221 | D-1 |   |  | 1260 | \$151,200 | 0.5973% |
| D110 | A-2 | X |  | 774  | \$92,880  | 0.3669% |
| D111 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| D112 | A-1 |   |  | 604  | \$72,480  | 0.2863% |
| D113 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| D114 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| D115 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| D116 | A-2 | X |  | 774  | \$92,880  | 0.3669% |
| D117 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| D118 | A-1 |   |  | 604  | \$72,480  | 0.2863% |
| D120 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| D210 | A-2 | X |  | 774  | \$92,880  | 0.3669% |
| D211 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| D212 | A-1 |   |  | 604  | \$72,480  | 0.2863% |
| D213 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| D214 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| D215 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| D216 | A-2 | X |  | 774  | \$92,880  | 0.3669% |
| D217 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| D218 | A-1 |   |  | 604  | \$72,480  | 0.2863% |
| D220 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| E110 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| E111 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| E112 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| E113 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| E114 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| E115 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| E116 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| E117 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| E118 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| E120 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| E210 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| E211 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| E212 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| E213 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| E214 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| E215 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| E216 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| E217 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| E218 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| E220 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| F110 | D-1 |   |  | 1260 | \$151,200 | 0.5973% |
| F111 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| F112 | D-1 | X |  | 1388 | \$166,560 | 0.6579% |
| F113 | C-1 |   |  | 989  | \$118,680 | 0.4688% |



|      |     |   |  |      |           |         |
|------|-----|---|--|------|-----------|---------|
| F114 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| F115 | D-1 |   |  | 1260 | \$151,200 | 0.5973% |
| F116 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| F117 | D-1 | X |  | 1388 | \$166,560 | 0.6579% |
| F210 | D-1 |   |  | 1260 | \$151,200 | 0.5973% |
| F211 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| F212 | D-1 | X |  | 1388 | \$166,560 | 0.6579% |
| F213 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| F214 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| F215 | D-1 |   |  | 1260 | \$151,200 | 0.5973% |
| F216 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| F217 | D-1 | X |  | 1388 | \$166,560 | 0.6579% |
| G110 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| G111 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| G112 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| G113 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| G114 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| G115 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| G116 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| G117 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| G210 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| G211 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| G212 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| G213 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| G214 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| G215 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| G216 | B-1 |   |  | 867  | \$104,040 | 0.4110% |
| G217 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| H110 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| H111 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| H112 | A-1 |   |  | 604  | \$72,480  | 0.2863% |
| H113 | C-1 | X |  | 1053 | \$126,360 | 0.4991% |
| H114 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| H115 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| H116 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| H117 | C-1 | X |  | 1053 | \$126,360 | 0.4991% |
| H118 | A-1 |   |  | 604  | \$72,480  | 0.2863% |
| H120 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| H210 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| H211 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| H212 | A-1 |   |  | 604  | \$72,480  | 0.2863% |
| H213 | C-1 | X |  | 1053 | \$126,360 | 0.4991% |
| H214 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| H215 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| H216 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| H217 | C-1 | X |  | 1053 | \$126,360 | 0.4991% |
| H218 | A-1 |   |  | 604  | \$72,480  | 0.2863% |
| H220 | A-2 |   |  | 693  | \$83,160  | 0.3285% |
| J110 | D-1 |   |  | 1260 | \$151,200 | 0.5973% |
| J111 | C-1 |   |  | 989  | \$118,680 | 0.4688% |
| J112 | D-1 |   |  | 1260 | \$151,200 | 0.5973% |
| J113 | C-1 |   |  | 989  | \$118,680 | 0.4688% |

|      |     |   |      |      |           |         |
|------|-----|---|------|------|-----------|---------|
| J114 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| J115 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| J116 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| J117 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| J210 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| J211 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| J212 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| J213 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| J214 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| J215 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| J216 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| J217 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| K110 | D-1 |   | SK-2 | 1306 | \$153,960 | 0.6082% |
| K111 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| K112 | D-1 | X | SK-1 | 1434 | \$169,320 | 0.6688% |
| K113 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| K114 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| K115 | D-1 |   | SK-4 | 1306 | \$153,960 | 0.6082% |
| K116 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| K117 | D-1 | X | SK-3 | 1434 | \$169,320 | 0.6688% |
| K210 | D-1 |   | SK-6 | 1306 | \$153,960 | 0.6082% |
| K211 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| K212 | D-1 | X | SK-5 | 1434 | \$169,320 | 0.6688% |
| K213 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| K214 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| K215 | D-1 |   | SK-8 | 1306 | \$153,960 | 0.6082% |
| K216 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| K217 | D-1 | X | SK-7 | 1434 | \$169,320 | 0.6688% |
| L110 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| L111 | C-1 | X |      | 1053 | \$126,360 | 0.4991% |
| L112 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| L113 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| L114 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| L115 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| L116 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| L117 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| L210 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| L211 | C-1 | X |      | 1053 | \$126,360 | 0.4991% |
| L212 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| L213 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| L214 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| L215 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| L216 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| L217 | D-1 |   |      | 1260 | \$151,200 | 0.5973% |
| M110 | A-2 |   |      | 693  | \$83,160  | 0.3285% |
| M111 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| M112 | A-1 |   |      | 604  | \$72,480  | 0.2863% |
| M113 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| M114 | A-2 | X |      | 774  | \$92,880  | 0.3669% |
| M115 | C-1 |   |      | 989  | \$118,680 | 0.4688% |
| M116 | A-2 |   |      | 693  | \$83,160  | 0.3285% |
| M117 | C-1 |   |      | 989  | \$118,680 | 0.4688% |

|      |     |   |  |     |           |         |
|------|-----|---|--|-----|-----------|---------|
| M118 | A-1 |   |  | 604 | \$72,480  | 0.2863% |
| M120 | A-2 |   |  | 693 | \$83,160  | 0.3285% |
| M210 | A-2 |   |  | 693 | \$83,160  | 0.3285% |
| M211 | C-1 |   |  | 989 | \$118,680 | 0.4688% |
| M212 | A-1 |   |  | 604 | \$72,480  | 0.2863% |
| M213 | C-1 |   |  | 989 | \$118,680 | 0.4688% |
| M214 | A-2 | X |  | 774 | \$92,880  | 0.3669% |
| M215 | C-1 |   |  | 989 | \$118,680 | 0.4688% |
| M216 | A-2 |   |  | 693 | \$83,160  | 0.3285% |
| M217 | C-1 |   |  | 989 | \$118,680 | 0.4688% |
| M218 | A-1 |   |  | 604 | \$72,480  | 0.2863% |
| M220 | A-2 |   |  | 693 | \$83,160  | 0.3285% |

| GARAGE<br>BLDG | BAY/<br>STORAGE | SQ.FT. | Unit Value | % Interest |
|----------------|-----------------|--------|------------|------------|
| 1              | A               | 225    | \$18,000   | 0.0711%    |
| 1              | B               | 225    | \$18,000   | 0.0711%    |
| 1              | C               | 238    | \$19,040   | 0.0752%    |
| 1              | D               | 238    | \$19,040   | 0.0752%    |
| 1              | E               | 225    | \$18,000   | 0.0711%    |
| 1              | F               | 225    | \$18,000   | 0.0711%    |
| 1              | S-1             | 71     | \$4,260    | 0.0168%    |
| 1              | S-2             | 71     | \$4,260    | 0.0168%    |
| 2              | G               | 225    | \$18,000   | 0.0711%    |
| 2              | H               | 225    | \$18,000   | 0.0711%    |
| 2              | I               | 238    | \$19,040   | 0.0752%    |
| 2              | J               | 238    | \$19,040   | 0.0752%    |
| 2              | K               | 225    | \$18,000   | 0.0711%    |
| 2              | L               | 225    | \$18,000   | 0.0711%    |
| 2              | S-3             | 71     | \$4,260    | 0.0168%    |
| 2              | S-4             | 71     | \$4,260    | 0.0168%    |
| 2              | S-5             | 71     | \$4,260    | 0.0168%    |
| 2              | S-6             | 71     | \$4,260    | 0.0168%    |
| 2              | S-7             | 71     | \$4,260    | 0.0168%    |
| 2              | S-8             | 71     | \$4,260    | 0.0168%    |
| 3              | M               | 315    | \$25,200   | 0.0995%    |
| 3              | N               | 315    | \$25,200   | 0.0995%    |
| 4              | O               | 225    | \$18,000   | 0.0711%    |
| 4              | P               | 225    | \$18,000   | 0.0711%    |
| 4              | Q               | 238    | \$19,040   | 0.0752%    |
| 4              | R               | 238    | \$19,040   | 0.0752%    |
| 4              | S               | 225    | \$18,000   | 0.0711%    |
| 4              | T               | 225    | \$18,000   | 0.0711%    |
| 4              | S-9             | 71     | \$4,260    | 0.0168%    |
| 4              | S-10            | 71     | \$4,260    | 0.0168%    |
| 4              | S-11            | 71     | \$4,260    | 0.0168%    |
| 4              | S-12            | 71     | \$4,260    | 0.0168%    |
| 4              | S-13            | 71     | \$4,260    | 0.0168%    |

**TOTAL**      \$25,315,620.00    100.0000%

**Exhibit "F"**

**Disclosure of Physical Condition**

**THIS DISCLOSURE** is being made pursuant to Section 27-31-430 of the South Carolina Horizontal Property Act. The purpose of this disclosure is to disclose to all prospective purchasers, including and tenants in possession, the physical condition of the Buildings which constitute the conversion property known as *The Reserve at Woodbridge Horizontal Property Regime*. This report is intended to be a good faith estimate of the remaining useful life expected for each item reported and to report a list of any notices of uncured violation of building codes or other county or municipal regulations, if any, together with an estimated cost of curing such violations. This Condition Report shall not constitute a warranty, as provided in S.C. Code of laws § 27-31-430.

A REPORT OF  
ARCHITECTURAL  
INSPECTION  
AND  
DISCLOSURE  
FOR

# THE RESERVE AT WOODBIDGE

50 PEBBLE BEACH COVE  
BLUFFTON  
SOUTH CAROLINA 29910

PREPARED FOR

Kings Summer Isles Apartments, LLC  
( OWNER / DECLARANT )

BY

EPPS EDWARDS ARCHITECTS  
1 PINCKNEY STREET  
CHARLESTON  
SOUTH CAROLINA 29910  
( 843 ) - 577- 2080

APRIL 17 2006

## TABLE OF CONTENTS

---

THE PROJECT

INTRODUCTION TO INSPECTION

GENERAL OBSERVATIONS

CONCLUSION

THE PROJECT

## THE PROJECT

---

The Reserve At Woodbridge, a planned residential community, is located at 50 Pebble Beach Cove, Bluffton, South Carolina, 29910. Construction began in 2000. The Project architect was Parker Associates of Tulsa, Oklahoma. The civil engineer was Thomas & Hutton Engineering of Savannah, Georgia. The structural engineer was Snowden Engineering of Tulsa, Oklahoma. The mechanical / electrical engineer was Engineering Design Associates of Tulsa, Oklahoma. The landscape architect was Greg Arnold & Associates of Alpharetta, Georgia.

The 12 residential buildings of the development contain 214 residential apartments located on one of two building levels. Access to the units is by common breezeways. The first level floor of the breezeway, as well as the units, is on a 4" concrete slab constructed on grade. The second level floor of the breezeway is framed with wood joists and treated wood decking. The framing is exposed at the first level ceiling. The second level ceiling is gypsum board. The stairs and associated railing is steel. Buildings A and K have storage rooms located on the breezeways. In addition to the residential buildings there are 4 garage buildings, and a clubhouse building ( with an adjacent fenced, in ground, concrete swimming pool ). The 4 garage buildings containing automobile bays, storage rooms, a mail station, a car wash, bicycle storage areas, and maintenance repair / storage bays. The clubhouse building includes offices, a lounge area, kitchen, business center, and fitness center. Parking is provided by ( asphalt ) surface parking and in the limited garage buildings. Trash disposal is provided by a centrally located dumpster enclosure.

There are 2- one bedroom floor plans, 2- two bedroom floor plans, and 1- three bedroom floor plan. The building types and plan variations are graphically described on the horizontal regime graphic documents. All units have either an attached porch or enclosed sun room ( see unit type chart in the graphic descriptions ). Some porch units have screen enclosures. The residential units also include handicap accessible bathrooms.

The floor plans have left hand ( LH ) and right hand ( RH ) mirrored image versions of each type . Construction is conventional residential wood frame construction on concrete slab ( at grade at the first level ). The construction ( building code classification ) type for the residential buildings and automobile garage buildings is Type VI ( Type 6 ), un-sprinkled, unprotected. ( This means no automatic sprinkler system is installed ). The first floor ( ground level ) is constructed on 4" thick concrete slab. The concrete slab is thickened at the exterior walls and interior load bearing walls. The soil beneath / adjacent to the foundation was treated for termite control / infestation. All units are separated with party wall construction - two separate 2 x 4 framed 1 hour fire rated walls. This construction occurs at all wall areas where two or more units abut each other. Some buildings have 4 hour rated firewalls separating the buildings into zones. The second floor structure ( first floor ceiling ) is framed with engineered truss joists. The floor design loads were indicated to be 40 psf. ( 40 lbs. per square foot live load ). Live load is the load / weight placed onto the structure. Dead load, on the other hand, is the actual weight of the structure ( without live load ). Engineered trusses were indicated for roof framing. The engineered roof trusses are indicated to be designed for 100 m.p.h. loads.

The exterior walls are finished with vinyl siding in a clapboard style profile. The roof system is a traditional fiberglass architectural tab shingle. The building roof eaves and soffits are vinyl. The second level porches ( balconies ) have treated wood floors. The entrance doors are 6 - panel steel. The windows are single hung vinyl with insulated glass and removable screens. The interior of all exterior walls are finished with 5/8" fire rated gypsum board. The ceilings of all the residential units and breezeways are finished with 2 layers of 5/8" fire rated gypsum board.

Each residential unit has a " split - system " ( hvac ) heating / cooling system. The condenser / compressor units are located at the exterior of the units on grade. The " air- handler " portion of the heating / cooling system is located in the utility closet of the unit.

The interior is conventionally finished with sheet rock walls and ceilings. Carpeting is used in the living room, and bedroom areas. Vinyl flooring is used in the kitchen, toilets, and entry areas. Access to the building attic is by ceiling access panels located in the second level of the breezeways.

The interior finishes include :

Flooring : Carpeting, and vinyl flooring.

Walls : Painted gwb. ( gypsum wall board ).

Ceilings : Texture painted gwb ( gypsum wall board ).

The ( 12 ) residential buildings include units as follows :

**BUILDING A**

( 14 Residential Units / 8 Storage Units )

8 - Type C1 units, 6 - Type D1 units Breezeway Storage Units : SA1, SA2,SA3,SA4,SA5,SA6 ,SA7, SA8

**BUILDING B**

( 16 Residential Units )

8 - Type A2 units, 8 - Type B1 units

**BUILDING C**

( 24 Residential Units )

8 - Type B1 units, 8 - Type C1 units, 8 - Type D1 units

**BUILDING D**

( 20 Residential Units )

4 - Type A1 units, 8 - Type A2 units, 8- Type C1 units

**BUILDING E**

( 20 Residential Units )

8 - Type B1 units, 12- Type C1 units

**BUILDING F**

( 16 Residential Units )

8 - Type C1 units, 8 - Type D1 units

**BUILDING G**

( 16 Residential Units )

8 - Type A2 units, 8 - Type B1 units

**BUILDING H**

( 20 Residential Units )

4 - Type A1 units, 8 - Type A2 units, 8 - Type C1 units

**BUILDING J**

( 16 Residential Units )

8 - Type C1 units, 8 - Type D1 units

**BUILDING K**

( 16 Residential Units / 8 Storage Units )



8 - Type C1 units, 8 - Type D1 units Breezeway Storage Units : SK1,SK2, SK3, SK4,SK5, SK6, SK7, SK8

**BUILDING L**

( 16 Residential Units )

8 - Type C1 units, 8 - Type D1 units

**BUILDING M**

( 20 Residential Units )

4 - Type A1, 8 - Type A2 units, 8- Type C1 units

The garage buildings include units as follows :

**GARAGE 1**

Garage ( automobile ) Bays : A, B, C, D, E, F, Storage Units : S1, S2 Mail Station, Bike Storage

**GARAGE 2**

Garage ( automobile ) Bays : G, H, I, J, K, L, Storage Units : S3, S4, S5, S6, S7, S8

**GARAGE 3**

Garage ( automobile ) Bays : M, N Car Wash, Maintenance Bays

**GARAGE 4**

Garage ( automobile ) Bays : O, P, Q, R, S, T, Storage Units : S9, S10, S11,12,S13 Bike Storage

Other Building

**CLUB HOUSE**

## RESIDENTIAL UNITS

| UNIT  | UNIT TYPE | PORCH / SUN ROOM OPTION |
|-------|-----------|-------------------------|
| A-110 | D1 / LH   | SCREEN PORCH            |
| A-111 | C1 / LH   | SUN ROOM                |
| A-112 | D1 / RH   | SUN ROOM                |
| A-113 | C1 / RH   | PORCH                   |
| A-114 | C1 / RH   | SUN ROOM                |
| A-115 | D1 / RH   | SCREEN PORCH            |
| A-116 | C1 / LH   | PORCH                   |
| A-117 | D1 / LH   | SUN ROOM                |
| A-210 | D1 / LH   | SCREEN PORCH            |
| A-211 | C1 / LH   | SUN ROOM                |
| A-212 | D1 / RH   | SUN ROOM                |
| A-213 | C1 / RH   | PORCH                   |
| A-214 | C1 / RH   | SUN ROOM                |
| A-216 | C1 / LH   | PORCH                   |
| B-110 | A2 / LH   | PORCH                   |
| B-111 | B1 / RH   | SCREEN PORCH            |
| B-112 | A2 / RH   | SCREEN PORCH            |

|       |         |              |
|-------|---------|--------------|
| B-113 | B1 / LH | PORCH        |
| B-114 | B1 / LH | SCREEN PORCH |
| B-115 | A2 / RH | PORCH        |
| B-116 | B1 / RH | PORCH        |
| B-117 | A2 / LH | SCREEN PORCH |
| B-210 | A2 / LH | PORCH        |
| B-211 | B1 / RH | SCREEN PORCH |
| B-212 | A2 / RH | SCREEN PORCH |
| B-213 | B1 / LH | PORCH        |
| B-214 | B1 / LH | SCREEN PORCH |
| B-215 | A2 / RH | PORCH        |
| B-216 | B1 / RH | PORCH        |
| B-217 | A2 / LH | SCREEN PORCH |
| C110  | D1 / LH | PORCH        |
| C111  | C1 / LH | PORCH        |
| C112  | D1 / RH | SCREEN PORCH |
| C113  | C1 / RH | SUN ROOM     |
| C114  | B1 / LH | SUN ROOM     |
| C115  | B1 / RH | SUN ROOM     |
| C116  | B1 / RH | PORCH        |
| C117  | B1 / LH | PORCH        |
| C118  | C1 / RH | PORCH        |
| C119  | D1 / RH | PORCH        |
| C120  | C1 / LH | SUN ROOM     |
| C121  | D1 / LH | SCREEN PORCH |
| C210  | D1 / LH | PORCH        |
| C211  | C1 / LH | PORCH        |
| C212  | D1 / RH | SCREEN PORCH |
| C213  | C1 / RH | SUN ROOM     |
| C214  | B1 / LH | SUN ROOM     |
| C215  | B1 / RH | SUN ROOM     |
| C216  | B1 / RH | PORCH        |
| C217  | B1 / LH | PORCH        |
| C218  | C1 / RH | PORCH        |
| C219  | D1 / RH | PORCH        |
| C220  | C1 / LH | SUN ROOM     |
| C221  | D1 / LF | SCREEN PORCH |
| D110  | A2 / LH | SUN ROOM     |
| D111  | C1 / LH | PORCH        |
| D112  | A1 / RH | SCREEN PORCH |
| D113  | C1 / RH | PORCH        |
| D114  | A2 / RH | PORCH        |
| D115  | C1 / RH | PORCH        |
| D116  | A2 / RH | SUN ROOM     |
| D117  | C1 / LH | PORCH        |
| D118  | A1 / LH | PORCH        |
| D120  | A2 / LH | PORCH        |
| D210  | A2 / LH | SUN ROOM     |

|       |         |              |
|-------|---------|--------------|
| D211  | C1 / LH | PORCH        |
| D212  | A1 / RH | SCREEN PORCH |
| D213  | C1 / RH | PORCH        |
| D214  | A2 / RH | PORCH        |
| D215  | C1 / RH | PORCH        |
| D216  | A2 / RH | SUN ROOM     |
| D217  | C1 / LH | PORCH        |
| D218  | A1 / LH | PORCH        |
| D220  | A2 / LH | PORCH        |
|       |         |              |
| E110  | C1 / RH | SCREEN PORCH |
| E111  | B1 / RH | PORCH        |
| E112  | C1 / LH | PORCH        |
| E113  | B1 / LH | SCREEN PORCH |
| E114  | B1 / LH | SCREEN PORCH |
| E115  | C1 / LH | PORCH        |
| E116  | B1 / RH | SCREEN PORCH |
| E117  | C1 / RH | PORCH        |
| E118  | C1 / LH | SCREEN PORCH |
| E120  | C1 / LH | PORCH        |
|       |         |              |
| E210  | C1 / RH | SCREEN PORCH |
| E211  | B1 / RH | PORCH        |
| E212  | C1 / LH | PORCH        |
| E213  | B1 / LH | SCREEN PORCH |
| E214  | B1 / LH | PORCH        |
| E215  | C1 / LH | PORCH        |
| E216  | B1 / RH | SCREEN PORCH |
| E217  | C1 / RH | PORCH        |
| E218  | C1 / LH | SCREEN PORCH |
| E220  | C1 / LH | PORCH        |
|       |         |              |
| F110  | D1 / LH | SCREEN PORCH |
| F111  | C1 / LH | PORCH        |
| F112  | D1 / RH | SUN ROOM     |
| F113  | C1 / RH | SCREEN PORCH |
| F114  | C1 / RH | PORCH        |
| F115  | D1 / RH | SCREEN PORCH |
| F116  | C1 / LH | SCREEN PORCH |
| F117  | D1 / LH | SUN ROOM     |
|       |         |              |
| F210  | D1 / LH | SCREEN PORCH |
| F211  | C1 / LH | PORCH        |
| F212  | D1 / RH | SUN ROOM     |
| F213  | C1 / RH | SCREEN PORCH |
| F214  | C1 / RH | PORCH        |
| F215  | D1 / RH | SCREEN PORCH |
| F216  | C1 / LH | SCREEN PORCH |
| F217  | D1 / LH | SUN ROOM     |
|       |         |              |
| G-110 | A2 / LH | SCREEN PORCH |
| G-111 | B1 / RH | PORCH        |
| G-112 | A2 / RH | PORCH        |

|       |         |              |
|-------|---------|--------------|
| G-113 | B1 / LH | SCREEN PORCH |
| G-114 | B1 / LH | PORCH        |
| G-115 | A2 / RH | SCREEN PORCH |
| G-116 | B1 / RH | SCREEN PORCH |
| G-117 | A2 / LH | PORCH        |
| G-210 | A2 / LH | SCREEN PORCH |
| G-211 | B1 / RH | PORCH        |
| G-212 | A2 / RH | PORCH        |
| G-213 | B1 / LH | SCREEN PORCH |
| G-214 | B1 / LH | PORCH        |
| G-215 | A2 / RH | SCREEN PORCH |
| G-216 | B1 / RH | SCREEN PORCH |
| G-217 | A2 / LH | PORCH        |
| H110  | A2 / LH | SCREEN PORCH |
| H111  | C1 / LH | SCREEN PORCH |
| H112  | A1 / RH | PORCH        |
| H113  | C1 / RH | SUN ROOM     |
| H114  | A2 / RH | SCREEN PORCH |
| H115  | C1 / RH | SCREEN PORCH |
| H116  | A2 / RH | SCREEN PORCH |
| H117  | C1 / LH | SUN ROOM     |
| H118  | A1 / LH | PORCH        |
| H120  | A2 / LH | SCREEN PORCH |
| H210  | A2 / LH | SCREEN PORCH |
| H211  | C1 / LH | SCREEN PORCH |
| H212  | A1 / RH | PORCH        |
| H213  | C1 / RH | SUN ROOM     |
| H214  | A2 / RH | SCREEN PORCH |
| H215  | C1 / RH | SCREEN PORCH |
| H216  | A2 / RH | SCREEN PORCH |
| H217  | C1 / LH | SUN ROOM     |
| H218  | A1 / LH | PORCH        |
| H220  | A2 / LH | SCREEN PORCH |
| J110  | D1 / LH | SCREEN PORCH |
| J111  | C1 / LH | PORCH        |
| J112  | D1 / RH | PORCH        |
| J113  | C1 / RH | PORCH        |
| J114  | C1 / RH | PORCH        |
| J115  | D1 / RH | SCREEN PORCH |
| J116  | C1 / LH | PORCH        |
| J117  | D1 / LH | PORCH        |
| J210  | D1 / LH | SCREEN PORCH |
| J211  | C1 / LH | PORCH        |
| J212  | D1 / RH | PORCH        |
| J213  | C1 / RH | PORCH        |
| J214  | C1 / RH | PORCH        |
| J215  | D1 / RH | PORCH        |

|      |         |              |
|------|---------|--------------|
| J216 | C1 / LH | PORCH        |
| J217 | D1 / LH | PORCH        |
| K110 | D1 / LH | SCREEN PORCH |
| K111 | C1 / LH | PORCH        |
| K112 | D1 / RH | SUN ROOM     |
| K113 | C1 / RH | SCREEN PORCH |
| K114 | C1 / RH | PORCH        |
| K115 | D1 / RH | SCREEN PORCH |
| K116 | C1 / LH | SCREEN PORCH |
| K117 | D1 / LH | SUN ROOM     |
| K210 | D1 / LH | SCREEN PORCH |
| K211 | C1 / LH | PORCH        |
| K212 | D1 / RH | SUN ROOM     |
| K213 | C1 / RH | SCREEN PORCH |
| K214 | C1 / RH | PORCH        |
| K215 | D1 / RH | SCREEN PORCH |
| K216 | C1 / LH | SCREEN PORCH |
| K217 | D1 / LH | SUN ROOM     |
| L110 | D1 / LH | PORCH        |
| L111 | C1 / LH | SUN ROOM     |
| L112 | D1 / RH | SCREEN PORCH |
| L113 | C1 / RH | PORCH        |
| L114 | C1 / RH | SCREEN PORCH |
| L115 | D1 / RH | PORCH        |
| L116 | C1 / LH | PORCH        |
| L117 | D1 / LH | SCREEN PORCH |
| L210 | D1 / LH | PORCH        |
| L211 | C1 / LH | SUN ROOM     |
| L212 | D1 / RH | SCREEN PORCH |
| L213 | C1 / RH | PORCH        |
| L214 | C1 / RH | SCREEN PORCH |
| L215 | D1 / RH | PORCH        |
| L216 | C1 / LH | PORCH        |
| L217 | D1 / LH | SCREEN PORCH |
| M110 | A2 / LH | PORCH        |
| M111 | C1 / LH | SCREEN PORCH |
| M112 | A1 / RH | SCREEN PORCH |
| M113 | C1 / RH | PORCH        |
| M114 | A2 / RH | SUN ROOM     |
| M115 | C1 / RH | SCREEN PORCH |
| M116 | A2 / RH | PORCH        |
| M117 | C1 / LH | PORCH        |
| M118 | A1 / LH | PORCH        |
| M120 | A2 / LH | PORCH        |
| M210 | A2 / LH | PORCH        |
| M211 | C1 / LH | SCREEN PORCH |
| M212 | A1 / RH | SCREEN PORCH |

|      |         |              |
|------|---------|--------------|
| M213 | C1 / RH | PORCH        |
| M214 | A2 / RH | SUN ROOM     |
| M215 | C1 / RH | SCREEN PORCH |
| M216 | A2 / RH | PORCH        |
| M217 | C1 / LH | PORCH        |
| M218 | A1 / LH | PORCH        |
| M220 | A2 / LH | PORCH        |

The applied building and other governing codes, and reference standards for the construction of this project were :

**Standard Building Code, 1991 Edition**  
**Standard Mechanical Code, 1994 Edition**  
**Standard Plumbing Code, 1994 Edition**  
**National Electrical Code, 1994 Edition**  
**Standard Fire Prevention Code, 1994 Edition**  
**Life Safety Code, 1991 Edition**  
**Fair Housing Act 1989**  
**Americans With Disabilities Act, 1994**

END OF SECTION

# INTRODUCTION TO THE INSPECTION

---

The inspection of the Reserve at Woodbridge, which includes the exterior inspection, interior measurements, and interior inspections was conducted by a registered, professional architect over a period of six weeks during the months of March - April 2006. Additional descriptive information contained in the report was obtained by the architect from partial construction drawings provided. Additional information was obtained through conversation with management staff personnel.

Interior measurements were taken to document the legal boundary of each unit. The interior and exterior inspections were conducted for the purpose of making a disclosure of the physical condition of each residential unit / building group for prospective buyers. The project is previous, existing construction. As it is existing construction, concealed construction elements are not visible and therefore no evaluation of such elements can be accurately conducted. However, limited concealed construction was made available to the architect through the partial set of construction drawings. No invasive inspection (destroying materials for the purpose of viewing into wall, roof, or floor systems) was performed. The focus of the inspection was to observe the general structural stability of each unit and observe the general condition of the materials as they contributed to performance of their intended purpose and to the life expectancy of the buildings. The investigation, in the case of structural stability, involved visual observation to determine that no evidence of settlement existed. In addition, signs of separation of materials (that might permit water infiltration) were sought. The roof was visually inspected from the ground utilizing binoculars. Due to the logistics of limited access, the attic areas were not inspected.

The focus of the interior inspection, in addition to looking for visible signs of structural failure was to search for signs of severe water damage that might have resulted from severe plumbing leaks or roof leaks. However, the condition of materials subject to general "wear and tear" are not necessarily noted.

There was also a visual review for any construction modifications that might affect the general building code compliance, including general exit requirements compliance (stair and hallway widths, and window emergency exits). None were observed. The 1991 edition of the Standard building Code was the governing reference in effect at the time of construction. The current governing building code is the **2000 International Building Code**. Compliance to building code changes is not retroactive. Any new work (including additions or modifications) to existing structures are required to meet current building code requirements. No modifications should be undertaken without consulting the local building official.

This inspection / disclosure should not be confused with the recently popularized type of inspection provided by home inspection companies for the purpose of reviewing all electrical, hvac, and plumbing systems, appliances, and cosmetic matters regarding materials and finishes. This inspection does not, for example, comment on the expected remaining life of an air-conditioning compressor. The inspecting architect has no history of the unit and therefore can make no such analysis or prediction.

While the inspection report may include references to cosmetic issues as a courtesy to prospective buyers it is not generally the purpose of the inspection to review cosmetic issues. These comments, unless specifically stated, do not affect the structural integrity of the residential units and are not the focal point of this report. Such items should be reviewed by the buyer as part of offering of the seller. For example, while numerous units may have damaged window screens and damaged sliding doors, such information is not considered pertinent to this report. Normal wear and tear is anticipated. For example, while numerous doors may have small dents, these are deemed acceptable as conventional wear and not recorded.

END OF SECTION

## GENERAL OBSERVATIONS

---

The site work and buildings appear in very good condition. Regular maintenance is evident. The exterior finishes overall appear in very good condition. No signs of building settlement or movement were observed. No signs of building flooding or major water damage were observed. The existing roofing is original and in satisfactory condition. Architectural shingle roofing systems generally has a productive life of 15 - 20 years.

There are a few cracks in the sidewalks. With the exception of the few instances of noted larger cracks, these cracks are common, due to common minor settlement and expansion / contraction and require no remedy. This condition is not considered to be a structural failure. No signs of structural movement ( i.e., major cracks in interior or exterior walls ) were observed.

Generally, only minor " wear and tear " damage to the exteriors and interiors was observed. This suggests that the management company has done a good job in screening residents and in providing general maintenance for the development and residences.

Water intrusion can be destructive to any building. The ideal property will have soils that slope away from the buildings and the interior floors should be several inches higher than the exterior grade. Buildings should have roof gutters and down spouts that discharge into area drains with catch basins that carry water away to storm water drains or retention ponds.

The unit interiors appeared in very good condition. Normal wear of the finishes were observed. No permanent, un-repairable damage was observed.

Of concern to home owners in a condominium regime are the condition of " common elements ". The useful life of construction materials and construction systems can not be specifically calculated. " Remaining Useful Life " means the period in which major repairs should not be experienced. It does not mean that substantial failure will take place after this life expectancy. However, for estimation purposes of minor repairs versus significant repairs the following information for useful life of common building / site elements is provided as follows :

| COMMON ELEMENT           | ESTIMATED USEFUL LIFE | ESTIMATED REMAINING LIFE |
|--------------------------|-----------------------|--------------------------|
| PARKING LOT              | 20 years              | 14 years                 |
| SIDE WALKS               | 15 years              | 9 years                  |
| ROOFS                    | 16 years              | 10 years                 |
| WINDOWS                  | 20 years              | 14 years                 |
| GUTTERS /<br>DOWN SPOUTS | 15 years              | 9 years                  |
| VINYL SIDING<br>& TRIM   | 30 years              | 24 years                 |
| PAINTING                 | 6 years               | 0 years                  |



|                      |          |          |
|----------------------|----------|----------|
| COMMON<br>PLUMBING   | 30 years | 25 years |
| COMMON<br>ELECTRICAL | 30 years | 24 years |
| SWIMMING POOL        | 15 years | 9 years  |

END OF SECTION

## CONCLUSION

---

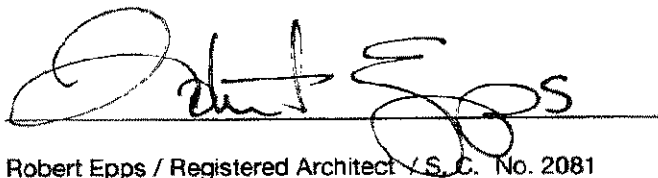
The conclusion of this inspection is that The Reserve At Woodbridge development common area elements, and the residential unit interiors are in very good condition. The site work, driveways, parking areas, and sidewalks and building exteriors and interiors appear to be well maintained and, as a result, are in very good condition.

To the best of knowledge, there is no evidence of pre - existing building code violations. There are no visible signs of system plumbing or electrical failures. While the installation of smoke alarm systems was observed, the devices were not tested as part of this inspection. It is recommended that all home buyers have these units tested.

A general review of the surface storm drainage and landscaping indicates that all buildings have positive rain water flow away from the buildings. While the existence of leaves and pine needles at some building building gutters is considered a conventional maintenance issue, this condition over time, can result in water penetration at the roof edges. Maintenance of such building components is essential.

Most of the items noted to be addressed fall into the realm of general maintenance. This work can be performed by maintenance staff as part of routine repair. Some of the wood posts located at the entrance to the breezeways show early signs of the wood splitting. This is due to moisture in the wood. At this time this is a minor maintenance issue. The cracked should be sealed and painted. The buildings are currently under contract for termite control. An ongoing termite prevention program should remain in contract.

Home buyers should review the comments herein along with the offerings provided by the seller and any HOME WARRANTY PROTECTION PLAN that may be offered for purchase to the buyer. The buyer should review the specific unit conditions, as well as options such as painting and new carpeting. The buyer may consider employing the services of a home inspection specialist for in depth review of their unit for elements such as appliances, water heaters, and electrical circuits as well as to specific " wear " items.



Robert Epps / Registered Architect / S.C. No. 2081

Date : APRIL 19 2006

END OF REPORT

**Exhibit "G"**

**Articles of Incorporation of  
The Reserve at Woodbridge Owners Association**

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Incorporation, Nonprofit Corporation**

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

RESERVE AT WOODBRIDGE OWNER'S ASSOCIATION, INC. THE, a nonprofit corporation duly organized under the laws of the State of South Carolina on May 1st, 2006, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
2nd day of May, 2006.

A handwritten signature in cursive script that reads "Mark Hammond". The signature is written in dark ink and is positioned above the printed name.

Mark Hammond, Secretary of State

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

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
NONPROFIT CORPORATION  
ARTICLES OF INCORPORATION

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

Pursuant to Section 33-31-202 of the South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is **THE RESERVE AT WOODBRIDGE OWNER'S ASSOCIATION, INC.**
2. The initial registered office of the nonprofit corporation is **11 Arley Way, Suite 202, Bluffton, South Carolina 29910.**

The name of the registered agent of the nonprofit corporation at that office is:  
**Wm. Weston J. Newton.**

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

*Wm. Weston J. Newton*  
**Wm. Weston J. Newton**

3.
  - a. ☐ The nonprofit corporation is a public benefit corporation.
  - b. ☐ The nonprofit corporation is a religious corporation.
  - c. ☒ The nonprofit corporation is a mutual benefit corporation.
4. Check "a" or "b", whichever is applicable
  - a. ☒ This corporation will have members.
  - b. ☐ This corporation will not have members.

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

|                       |           |          |                |          |
|-----------------------|-----------|----------|----------------|----------|
| 50 Pebble Beach Cove, | Bluffton, | Beaufort | South Carolina | 29910    |
| Street Address        | City      | County   | State          | Zip Code |

6. If this nonprofit corporation is either a public benefit or religious corporation (when box "a" or "b" 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 dissolution of the corporation.

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

FILED: 05/01/2006  
RESERVE AT WOODBRIDGE OWNER'S ASSOCIATION, INC.  
Filing Fee: \$25.00 ORIG



Mark Hammond  
South Carolina Secretary of State

- b. ☐ Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to

7. If the corporation is a mutual benefit corporation (when 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 dissolution of the corporation.

- a. ☒ Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, to those persons to whom the corporation holds itself out as benefiting or serving.
- b. ☐ Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The operational provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instructions to this form)

None

9. The name and address of each incorporator is as follows:

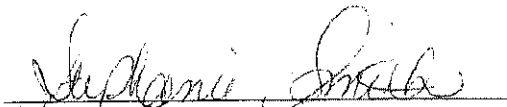
|                 |                         |        |           |       |          |
|-----------------|-------------------------|--------|-----------|-------|----------|
| Stephanie Smith | 897 Fording Island Rd., | #2601, | Bluffton, | SC    | 29910    |
| Name            | Address                 |        | City      | State | Zip Code |

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

None

11. Each original incorporator must sign the articles.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

  
Stephanie Smith

DATED this 28 day of April, 2006.

## EXHIBIT "H"

### BY-LAWS OF THE RESERVE AT WOODBRIDGE HORIZONTAL PROPERTY REGIME AND FOR THE RESERVE AT WOODBRIDGE OWNERS' ASSOCIATION, INC.

#### ARTICLE 1 PLAN OF UNIT OWNERSHIP

The following By-Laws shall govern the operation of *The Reserve at Woodbridge Owners' Association, Inc.* :

**1.1 HORIZONTAL PROPERTY REGIME.** The Property (the term "Property" as used herein means and includes the land, the buildings, all improvements and structures thereon) located for U.S. Mail purposes at 50 Pebble Beach Cove, Bluffton, South Carolina, 29910, known as *The Reserve at Woodbridge Horizontal Property Regime* which is more specifically described and shown on a certain Plat recorded in the Beaufort County Land Records Office, South Carolina, in Plat Book 113 at Page 127, and which Property has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, which said Property shall henceforth be known as The Reserve at Woodbridge Horizontal Property Regime (hereinafter referred to as "Regime").

**1.2 ASSOCIATION.** In conjunction with the creation of the above described Regime there also has been incorporated under the laws of the State of South Carolina an Association known as *The The Reserve at Woodbridge Owners Association, Inc.* (hereinafter referred to as "Association") which shall, pursuant to the provisions of the aforementioned Master Deed, constitute the incorporated Owners' Association for The Regime. The initial offices of the Association shall be at the offices of *Kings Summer Isles Apartments, LLC*, at 50 Pebble Beach Cove, Bluffton, South Carolina 29910 (hereinafter referred to as "Declarant"), or such other place as may be subsequently designated by the Board of Directors of the Association.

**1.3 BY-LAWS APPLICABILITY.** The provisions of these By-Laws are applicable to the Property and the Regime. All terms used herein and not otherwise defined shall have the meaning ascribed to them in the Master Deed, certain provisions of which Master Deed may be repeated in full or in part.

**1.4 PERSONAL APPLICATION.** All present or future Co-Owners, tenants, future tenants, or their employees, or any other person who might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws and in the Master Deed establishing said

Regime as they may be amended from time to time. The mere acquisition or rental of any of the dwelling units (hereinafter usually referred to as "Units") as defined in the Master Deed of the Property or the mere act of occupancy of any of said Units will signify that these By-Laws, the provisions of the Master Deed and any authorized recorded amendments to the foregoing Master Deed are accepted and ratified, and will be complied with.

## **ARTICLE 2**

### **VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES, ELIGIBILITY.**

**2.1 MEMBERSHIP.** Any person who acquires title to a Unit in the Regime is deemed to have consented to be a Member of the Association. There shall be one membership for each Unit owned. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning such Unit shall agree upon the designation of one of the Co-Owners of such Unit to act as a Member of the Association. If Unit ownership is vested in a Corporation, Limited Liability Company, Trust or any other "Entity", said Entity may designate an individual officer, employee, agent or representative of the Entity to act as a Member of the Association.

**2.2 VOTING.** Voting shall be on a percentage basis and the percentage of the vote to which the Co-Owner is entitled is the statutory percentage assigned to the Unit or Units in Article "6" of the Master Deed, and any authorized amendments thereto.

**2.3 MAJORITY OF CO-OWNERS.** As used in these By-Laws, the term "Majority of Co-Owners" shall mean those Co-Owners holding fifty-one (51 %) percent or more of the total value of the Property, in accordance with the statutory percentages assigned in Article "6" of the Master Deed, and any authorized amendments thereto.

**2.4 QUORUM.** Except as otherwise provided in Section 3.7 and elsewhere in these By-Laws, the presence in person or by proxy of a majority of Co-Owners as defined in Section 2.3 of this Article shall constitute a quorum.

**2.5 PROXIES.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association at least seven forty-eight (48) hours prior to the appointed time of each meeting. Proxies may be filed by electronic mail (e-mail) or facsimile.

**2.6 MAJORITY VOTE.** The vote of a majority of the Co-Owners present at a meeting at which a quorum shall be present shall be binding upon all Co-Owners for all purposes except where in the Master Deed or in these By-Laws a higher percentage vote is required.



**ARTICLE 3**  
**OWNERS' ASSOCIATION FOR THE RESERVE AT WOODBRIDGE**

**3.1 ASSOCIATION RESPONSIBILITIES.** The Co-Owners of the Units will constitute the Association which will have the responsibility of administering the Property, and electing the Board of Directors. Except as otherwise provided herein or in the Master Deed, decisions and resolutions of the Association shall require approval by a majority of Co-Owners.

**3.2 PLACE OF MEETINGS.** All meetings, annual and special, of the Association shall be at the offices of the Association, or at such other place and at such time convenient to the Co-Owners, as shall be designated by the Board of Directors of the Association or the Management Agent and stated in the Notice of Meeting.

**3.3 ANNUAL MEETINGS.** The annual meetings of the Association shall be held at the call of the President once a year during the months of either November or December or at such other time as a majority of the Co-Owners may agree upon. At such meetings there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article "4" of these By-Laws and there shall be a report by the President or Secretary-Treasurer on the activities and financial condition of the Association. The Co-Owners may also transact such other business of the Association as may properly come before them.

**3.4 SPECIAL MEETINGS.** It shall be the duty of the Secretary to call a special meeting of the Co-Owners as directed by: (i) resolution of the Board of Directors; (ii) at the request of a majority of the Directors; (iii) or upon a petition signed by Co-Owners holding at least twenty percent of the total voting power of the Association and having been presented to the Secretary. A notice of any special meeting shall state the date, time and place of such meeting and the purpose or purposes thereof. No business shall be transacted at a special meeting except as specifically stated in the notice. If a Co-Owner intends to raise a matter at a special meeting, said Co-Owner shall submit such request in writing to the Secretary or President at least ten (10) days before the date notice is to be mailed to the Co-Owners in order for such matter to be included in the Notice of Special Meeting.

**3.5 FIRST MEETING.** The first meeting of the Association shall be held within one hundred twenty (120) days from the date that seventy-five (75%) percent of the Units in the Regime, as defined in the Master Deed and any Amendments thereto, have been conveyed by the Declarant to individual Co-Owners. Except as otherwise provided herein, until such time that the Association shall meet and form its organization pursuant to these By-laws, the Declarant shall have the authority to serve as and in the stead of the Association as Initial Director of the Association and shall further act as or contract services for Managing Agent for the Association.

**3.6 NOTICE OF MEETINGS.** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purposes thereof as well as the date, time and place where it is to be held, to each Co-Owner of record, at least fifteen (15), but not more than forty-five (45) days prior to such meeting. The mailing of a notice in the manner provided in this Section 3.6 shall be

considered notice served. The notice of meeting shall include any matters the Co-Owners intend to raise at the meeting if a request is submitted to the Secretary or President in writing at least ten (10) days prior to notice being mailed, which requests shall specifically and completely set forth the matters to be raised.

**3.7 ADJOURNED MEETING.** If any meeting of the Association cannot be organized because a quorum has not attended, the Co-Owners who are present, either in person or by proxy, may adjourn the meeting to a date and time not less than forty-eight (48) hours from the time the original meeting was called. The time, date, and place of the meeting shall be set and announced before adjournment of the first meeting, and immediate written notice served upon Members. Upon the reconvening of said meeting a quorum shall be constituted if Co-Owners holding at least 33% of the total value of the property in accordance with the percentages assigned in the Master Deed are present in person or by proxy at said reconvened meeting.

**3.8 ORDER OF BUSINESS.** The order of business at all Annual Meetings of the Association shall be as follows:

- A. Roll Call.
- B. Proof of Notice of Meeting or Waiver of Notice.
- C. Reading of Minutes of Preceding Meeting.
- D. Reports of Officers.
- E. Reports of Committees.
- F. Election of Inspectors of Election.
- G. Election of Directors.
- H. Unfinished Business.
- I. New Business.

The order of business at a Special Meeting of the Association shall include items (a) through (d) above, and thereafter, the agenda shall consist of the items specified in the notice of meeting.

**3.9 RECORD DATE.** The Board of Directors shall fix a record date for determining Co-Owners entitled to notice of and to vote at each annual or special meeting. Such record date shall be at least ten (10) but not more than forty (40) days before the meeting.

**3.10 WAIVER AND CONSENT.** Whenever the vote of Co-Owners of a meeting is required or permitted by any provision of these By-Laws to be taken in connection with action of the Association, the meeting and vote of Co-Owners may be waived if a majority of Co-Owners who would have been entitled to vote on the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all Co-Owners, unless all Co-Owners participated in the approval of such action. Further, any Co-Owner may waive any notice of meeting required by these By-Laws if the waiver is submitted in writing, signed by the Co-Owner entitled to notice, and delivered to the Association prior to the date of the meeting. A Co-Owner's attendance at a meeting waives objection to lack of notice or defective notice of the

meeting unless the Co-Owner, at the beginning of the meeting, objects to holding the meeting or transacting business at the meeting. Further, a Co-Owner's attendance at a meeting waives objection to considerations of a particular matter at the meeting that is not within the purpose described in the notice for the meeting, unless the Co-Owner objects to the consideration of the matter at the time when it is presented at the meeting.

**3.11 MEMBERSHIP LIST.** After a record date for a notice of meeting has been fixed by the Board of Directors, a complete list of Members of the Association shall be prepared by the Secretary-Treasurer. This Membership list shall list the Members by classification of Membership and shall include the addresses and number of votes each Member is entitled to vote at the meeting. Such list shall be maintained in the office of the Association beginning the day after notice is given of the meeting for which the list was prepared and continuing through the meeting.

**3.12 RULES OF ORDER.** Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Master Deed or these By-Laws.

#### **ARTICLE 4 BOARD OF DIRECTORS**

**4.1 NUMBER AND QUALIFICATION.** The affairs of the Association shall be governed by a Board of Directors (hereinafter referred to as the "Board") comprised of from three (3) to five (5) persons. Until succeeded by the Board Members elected by Unit Owners, Members of the Board of Directors need not be Unit Owners. So long as the Declarant (as defined in the Master Deed) owns one or more Units, the Declarant shall be entitled to elect at least one Member of the Board of Directors, who need not be a Unit Owner. After the period of Declarant control (as defined below), all Board Members shall be Co-Owners.

**4.2 DECLARANT CONTROL OF BOARD.** Notwithstanding any other language or provision to the contrary in the Master Deed or these By-Laws, Declarant hereby retains the right to appoint and remove any member or members of the Board and any officer or officers of the Association until such time as the first of the following events shall occur: 1) thirty (30) days after Declarant has sold the Unit representing 80% of the total number of Units in the Regime; or 2) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to these By-Laws executed and recorded by Declarant. Every grantee of any interest in the Regime, by acceptance of a Deed or other conveyance of such interest agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association as provided for herein. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to this provision, such rights shall pass to the Co-Owners and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting, the Co-Owners shall elect a new slate Directors which shall undertake the responsibilities of the Board.

**4.3 GENERAL POWERS AND DUTIES.** The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things

as are not prohibited by law, the Master Deed or by these By-Laws, directed to be executed and done by the Association or individual Co-Owners.

**4.4 SPECIFIC POWERS AND DUTIES.** In addition to the general powers and duties referenced above, duties imposed by these By-Laws, or by resolutions of the Association, the Board shall be responsible for the following:

- A. Compliance with all of the terms and conditions of the Master Deed and any amendments thereto and enforcement of same.
- B. Care, upkeep and surveillance of the Property and the Common Elements, including both the General and Limited Common Elements.
- C. Collection from Purchasers of Units (excluding the Declarant), at the time of the closing of the initial sale of each Unit, at least two (2) month's estimated Common Expense assessments for each of the Units purchased, for the purpose of establishing a working capital fund for the Association. These funds shall be maintained for the use and benefit of the Association. Said Purchasers/Co-Owners are not entitled to reimbursement of the working capital fund from the Association upon the sale of their Unit.
- D. Establishment of the annual budget. The budget shall be distributed by the Board to all Members of the Association at least thirty (30) days in advance of its effective date and at least thirty (30) days in advance of the Association's Annual Meeting. Notwithstanding the responsibilities and authority of the Board, the budget may be modified by the Association at the Annual Meeting or a Special Meeting of the Association by a two-thirds (2/3) vote of the Co-Owners present at such meeting, in person or by proxy.
- E. As a part of the annual budget described in (D) above, establishment and maintenance on behalf of the Association of an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Elements.
- F. Employment, dismissal and control of the Management Agent (defined in Section 4.5) and any personnel necessary for the maintenance and operation of the Common Elements and for desired services to the owners.
- G. Collection of all assessments and fees from the Co-Owners, including, those Specific Assessments referenced in Article 7 herein below.
- H. Performing repairs caused by any natural disaster or man-made damage using funds from the reserve account and any special assessment, or causing the same to be done.
- I. Obtaining of insurance for the Property, pursuant to the provisions hereof and the provisions of the Master Deed, or causing the same to be done as set forth in Article 8 hereof.

J. Grant or relocate easements which are not inconsistent with the owners' full use and enjoyment of the Common Elements. Such easements shall include, and shall not be limited to, easements or licenses that may be granted by the Board to others for telecommunication, utilities, or other services, so long as the provisions of Article "7" are followed.

K. Making of, or causing to be made, repairs, additions and improvements to or alterations of, the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws.

L. To make available, for inspection, upon request during normal working hours or under other reasonable circumstances, to Co-Owners, the holders, insurers or guarantors of any first mortgage on any Unit, current copies of the Master Deed, By-Laws, other Rules or Regulations pertaining to the Association, and the books, records and financial statements of the Association.

M. To adopt and implement a policy regarding resale of Units within the regime, the purpose of said policy to assist owners to provide timely information to prospective buyers while not burdening the Association financially.

N. To adopt and implement enforcement procedures relative to the Rules and Regulations which are attached as Appendix "A" to these By-laws; as well as to adopt and implement any modifications to said Rules and Regulations.

**4.5 MANAGEMENT AGENT.** Declarant may, in its sole discretion, serve as the initial Management Agent or contract services of a Management Agent, until such time that eighty-five percent (85%) of Declarant's Units are sold and conveyed. Thereafter, the Board may employ a Management Agent at the compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 4.4 of this Article. Any such management contracts entered into by the Board shall be for a reasonable term and shall contain reasonable provisions regarding the right of the Association to terminate said contracts. If at any time subsequent to the period of Declarant control, any decision by the Association to establish self management by the Association shall require the prior consent of Co-Owners holding sixty-seven (67%) percent of the votes in the Association.

**4.6 BOARD OF DIRECTORS.** The first Board of Directors consisting of three (3) to five (5) Members shall be designated by the Declarant at an organizational meeting. These appointments will be temporary and will continue only until the special meeting of the Co-Owners held pursuant to Section 4.2. At such Special Meeting of the Association, the Board shall be expanded to five (5) Members with the initial term of office for two (2) Members of the Board fixed at three (3) years; the term of office of two (2) Board Members fixed at two (2) years; and the term of office of one (1) Board Member of the Board fixed at one (1) year. At the expiration of the initial term of office of each member of the Board, his successor shall be elected to serve a term of three (3) years. The members of the Board shall hold office until their successors have been elected and hold their first

meeting. Any and all of said Board Members shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 4.7 of this Article.

**4.7 VACANCIES.** Vacancies in the Board of Directors caused by reason other than the removal of a member of the Board by a vote of the Association shall be filled by vote of the majority of the remaining members, even though they constitute less than a quorum; and each person so elected shall be a member of the Board until a successor is elected at the next meeting of the Association. During the period of Declarant control of the Board, vacancies shall be filled by Declarant.

**4.8 REMOVAL OF MEMBERS OF THE BOARD.** At any annual or special meeting of the Association duly called, anyone or more of the members of the Board may be removed with or without cause by a majority of Co-Owners and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed to the Association shall be given an opportunity to be heard at the meeting. No Board Member shall continue to serve on the Board if during the term of office, he shall cease to be a Co-Owner at such time, said Board Member shall either resign or be removed by the Board (except as provided in Section 4.2 regarding Declarant's appointees). Notwithstanding any other provision contained herein, any member of the Board who was elected by the Co-Owners shall only be removed by the Co-Owners at a meeting where the purpose or one of the purposes, as stated in the Notice of Meeting, is the removal of said Board Member.

**4.9 ORGANIZATIONAL MEETING.** The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Board at the meeting at which such Board Members were elected by the Association, and no notice shall be necessary to the newly elected Board Members in order to legally constitute such a meeting, providing a majority of the Board shall be present.

**4.10 REGULAR MEETINGS.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least one (1) such meeting shall be held each fiscal year. Notice of regular meetings of the Board shall be given by the Secretary-Treasurer or other designated person, to each Board Member, personally or by mail, express delivery service such as Federal Express, telephone, facsimile, or verifiable E Mail at least ten (10) days prior to the day named for such meeting. Telephonic meetings are expressly authorized based upon the likelihood that Board Members will be from different geographical locations.

**4.12 SPECIAL MEETINGS.** Special meetings of the Board may be called by the President on three (3) days notice to each Board Member, given personally or by mail, telephone, facsimile, or verifiable E Mail, which notice shall state the time, place (as herein above provided), and the purpose or purposes of the meeting. Special meetings of the Board shall be called by the President or Secretary-Treasurer in like manner and on like notice on the written request of at least two (2) Board Members.

**4.13 WAIVER OF NOTICE.** Before or at any meeting of the Board, any member of the Board

may, in writing, signed by that Board Member, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice and shall be filed with the minutes of the meeting in the corporate records. Attendance at or participation by a Board Member at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof unless the Board Member, upon arriving at the meeting or prior to a vote on a matter not noticed in conformity with these By-Laws, objects to lack of notice and does not thereafter vote for or assents to the objected action. If all members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**4.14 ACTION WITHOUT A MEETING.** Actions required or permitted by law, the Articles or these By-Laws may be taken without a meeting if the action is taken by all members of the Board and evidenced by one or more consents describing the action taken, signed by each Director, and included in the Minutes filed in the Corporate records reflecting the action taken.

**4.15 BOARD QUORUM.** At all meetings of the Board, a majority of the Board Members shall constitute a quorum for the transaction of business, and acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board. Any or all Board Members may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other simultaneously during the meeting, and directors so participating by this means shall be deemed to be present in person at the meeting. If, at any meeting of the Board, there is less than a quorum present, the majority of the Board Members present may adjourn the meeting to another time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. Unless subsequently approved by Co-Owners by an amendment to these By-Laws, proxies shall not be available for either a Board quorum or for voting purposes.

**4.16 FIDELITY BONDS.** The Board may require that any and all officers and employees of the Regime handling or responsible for Regime funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Regime.

**4.17 COMPENSATION.** No member of the Board of Directors shall receive any compensation from the Regime for acting as such. However, any Director may be reimbursed for his actual expenses incurred in the performances of his duties. Further, this provision is not intended to prevent Declarant from receiving reasonable compensation for its services as Management Agent.

**4.18 LIABILITY OF THE BOARD OF DIRECTORS.** Except as required under the laws of the State of South Carolina, the members of the Board of Directors shall not be liable to the Co-Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. To the extent permitted under the laws of the State of South Carolina, the Co-Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith

or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible for the original Board of Directors, who are members of or employed by Declarant to contract with Declarant and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Co-Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors, shall be limited to such proportions of the total liability thereunder as his interest in the Common Elements bears to the interest of all Co-Owners in the Common Elements. Every agreement made by the Board of Directors or by the Managing Agent or by the Manager on behalf of the Association shall provide that the members of the Board of Directors, or the Managing Agent, or the Manager, as the case may be, are acting only as agent for the Co-Owners and shall have no personal liability thereunder (except as Co-Owners), and that each Co-Owners' liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Co-Owners in the Common Elements.

## **ARTICLE 5 OFFICERS**

**5.1 DESIGNATION.** The principal officers of the Association shall be a President, a Vice President, and a Secretary-Treasurer all of whom shall be elected by and from the Board. The Board may appoint an Assistant Treasurer and Assistant Secretary, and such other officers as, in their judgment, may be necessary. One person may hold more than one of the aforementioned offices.

**5.2 ELECTION OF OFFICERS.** The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

**5.3 REMOVAL OF OFFICERS.** Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. No officer shall continue to serve as such if, during his term of office, he shall cease to be a Co-Owner.

**5.4 VACANCIES.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the office he replaces.

**5.5 PRESIDENT.** The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of a Regime or incorporated Association, including but not limited to the power to appoint committees from among the Co-Owners from time to time as he may, in his discretion, feel appropriate to assist in the conduct of the affairs of the Association. The President shall have the power and authority to bind the Association and sign all leases, mortgages, deeds and other written contracts and instruments and shall co-sign all checks and promissory notes, and perform all of the duties which may be delegated



to him from time to time by the Board of Directors.

**5.6 VICE PRESIDENT.** The Vice President shall take the place of the President and perform his duties when the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

**5.7 SECRETARY-TREASURER.** The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct and shall authenticate the records of the Association; and he shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board. He shall, in general, perform all the duties incident to the office of the Secretary and Treasurer.

## **ARTICLE 6 NOTICES**

**6.1 DEFINITION.** Whenever under the provisions of the Master Deed or of these By-Laws notice is required to be given to the Board of Directors, the Management Agent or Co-Owner, it shall not be construed to mean personal notice, but such notice shall be given in writing, by first class, certified or registered mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Directors, such Manager or such Co-Owners at such address as appears on the books of the Association. Notice shall be deemed given as of the date of mailing.

**6.2 SERVICE OF NOTICE-WAIVER.** Whenever any notice is required to be given under the provisions of the Master Deed, or law, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice and delivered to the President or Secretary-Treasurer of the Association, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## **ARTICLE 7 OBLIGATION OF THE CO-OWNERS**

### **7.1 FOR COMMON EXPENSES:**

A. All Co-Owners shall be obligated to pay the periodic assessments imposed by the Association to meet all Association Common Expenses, which shall include, among other things, liability insurance policy premiums and an insurance policy premium to cover repair and reconstruction work in case of hurricane, fire, flood, as necessary, and other hazards (hereinafter sometimes referred to as "Common Charges," "Common Expenses," and

"assessments"). The Common Expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Property and any authorized additions thereto. Such may include without limitation, any amount for general working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. Such Common Expenses may take the form of regular and periodic assessments (typically known as "Regime Fee"), or special assessments passed by the Board when deemed appropriate, or specific assessments.

B. The Association, through the Board, shall have the power to levy Specific Assessments against a particular Unit, and the Owner of such Unit, as follows:

- 1). to cover the costs, including overhead and administrative costs, of providing services to Units upon request of Co-Owners pursuant to any special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested services; and,
- 2). to cover costs incurred in bringing the Units into compliance with the Master Deed, these By-laws and any rules and regulations promulgated by the Association or Board, or costs incurred as a consequence of the conduct of the Co-Owner or occupants of Units, their agents, licensees, invitees, or guests; provided, however, the Board shall give the Co-Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this subsection.

C. No less than fifteen (15) days prior to the Annual Meeting, the Board shall furnish all Co- Owners with a copy of the budget for the next fiscal year and shall likewise advise them of the amount of the Common Charges payable by each of them, respectively, as determined by the Board as aforesaid.

D. Declarant will be liable for the amount of any assessment against its Units within the Regime which have not been sold and Declarant shall have all voting rights attendant to the ownership of said Unit until said Units are sold.

D. Payment of the regular periodic assessment shall be in equal monthly or quarterly (as determined by the Board) installments on or before the first day of each month or quarter, as appropriate, or in such other reasonable manner as the Board shall designate. Payment of any special or specific assessment shall be as determined by the Board.

F. The transfer of ownership of an individual Unit within the Association shall carry with it the proportionate equity of that Unit's ownership in the Association operating escrow, working capital or reserve accounts set aside to provide a contingency fund for the maintenance and repair of the Association Property. Transfer of ownership and resignation or termination as a Co-Owner of the Association shall not relieve the Co-Owner from any

obligations the Co-Owner may have to the Association as a result of obligations incurred or commitments made before resignation or termination.

**7.2 ASSESSMENTS TO REMAIN IN EFFECT UNTIL NEW ASSESSMENTS MADE.**

The omission by the Board of Directors before the expiration of any year to fix the assessments hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of the Master Deed and By-Laws or a release of any Owner from the obligation to pay the assessments, or an installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed by the Board at a duly held Board meeting. Amendments to this paragraph shall be effective upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Unit.

**7.3 RECORDS.** The Management Agent or Board shall keep detailed records of the receipts and expenditures affecting the General and Limited Common Elements and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owner during reasonable business hours.

**7.4 DEFAULT IN PAYMENT OF COMMON EXPENSE CHARGES.** The Board shall take prompt action to collect any common charge due from any Co-Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default by any Co-Owner in paying to the Board the common charges as determined by the Board, such Co-Owner shall be obligated to pay a late charge of one and one-half percent (1 1/2%) of the delinquent amount per month on such unpaid Common Charge from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board in any proceeding brought to collect such unpaid Common Charges. The Board shall have the right and duty to attempt to recover such Common Charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Co-Owner, or by foreclosure of the lien on such Unit granted by Section 27-31-210, Code of Laws of South Carolina, 1976. With regard to the subordinate nature of such liens as it relates to mortgages recorded prior to the recording of any evidence of such lien, the provisions of Section 27-31-210, Code of Laws of South Carolina, 1976, as amended, shall be controlling.

**7.5 STATEMENT OF COMMON CHARGES.** The Board shall, for a reasonable fee, promptly provide any purchaser, Co-Owner, mortgagee or prospective mortgagee of a Unit so requesting the same in writing, with a written statement of all unpaid Common Charges due from the Owner of that Unit and the purchaser's liability therefor shall be limited to the amount as set forth in the statement. Any mortgagee holding a lien on a Unit may pay any unpaid Common Charges payable with respect to such Unit and upon such payment such mortgagee shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

**7.6 STATEMENT UPON RESALE.** Subject to the terms of the Master Deed and the Act, any

Unit may be conveyed by an Owner free of any restrictions except for those set forth herein, except that no Owner shall convey, sell, or lease his Unit unless and until all unpaid Association expenses assessed against the Unit shall have been paid as directed by the Board of Directors. Such unpaid Association expenses, however, may be paid out of the proceeds from the sale of a Unit or by the grantee. Upon the written request of an Owner or Owner's prospective buyer, the Board or the Management Agent shall furnish a written statement of the unpaid charges due from such Owner which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement, but unlisted thereon. Further, the Association shall undertake to provide copies of these By-Laws or other materials described by the Association upon the written request of a Co-Owner in connection with the sale or lease of their Unit. A reasonable charge may be made by the Board or the Management Agent for the issuance of statements and other materials. The provisions of this Section shall not apply to the acquisition of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. In such event, the unpaid assessments against the Unit which were assessed and became due prior to the acquisition of title to such Unit by such mortgagee shall be deemed waived by the Association and shall be charged to all other Co-Owners of the Association as a Common Expense. Such a provision shall not, however, apply to any assessments which are assessed and become due after the acquisition of title to such Unit by the mortgagee and to any purchaser to such mortgagee.

#### **7.7 MAINTENANCE AND REPAIR.**

- A. Each Co-Owner must perform work within his own Unit, which, if omitted, would affect the Property in its entirety or in a part belonging to another Co-Owner, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- B. All the repairs of the Units and of those items described in Article 8 of the Master Deed, and of all other accessories and Limited Common Elements appertaining or belonging to the Unit shall be at the expense of the Co-Owner.
- C. All maintenance, repair and replacement to the Common Elements as defined in the Master Deed, unless otherwise provided in the Master Deed, shall be made by the Board or its agent and shall be charged to all the Co-Owners as a Common Expense, excepting to the extent that the same may be necessitated by the negligence, misuse or neglect of the Co-Owner, in which such case the expense shall be charged to such Co-Owner.

#### **7.8 UTILITIES.**

- A. **WATER AND SEWER CHARGES.** Water and sewer services may be supplied to all Units and the Common Elements the public utility company serving the area (the "District") and each Owner shall be required to pay for all charges for water consumed and sewer services in his Unit and to the Common Elements, promptly after the bills for the same have been rendered. The Board and each Owner shall conform to the billing procedures established by the District.

B. **ELECTRICITY\GAS.** Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Co-Owner shall be required to pay the bills for electricity consumed or used in his Unit. The electricity serving the Common Elements shall be separately metered, and the Board shall pay all bills for electricity consumed in such portions of the Common Elements, as a Common Expense. In the event propane gas tanks are located in the Common Elements and shared by Co-Owners, the cost of same shall be a Common Expense and therefore shared by the Co-Owners in accordance with their percentage interest.

C. **CABLE TELEVISION/SATELLITE COMMUNICATIONS.** No outside television or radio aerial or antenna, satellite dish, or other device, for the reception or transmission of radio or television, or other electronic signals, shall be erected or maintained on any Unit or upon the exterior of any Unit, Common Element or the Limited Common Elements appurtenant to any Unit. Television cable service shall be provided to all Units and the Common Elements of the Regime pursuant to a prior existing television cable service contract. Each Owner shall be required to pay for television cable charges as established initially by Declarant and, thereafter, by the Association for cable services provided to his or her Unit and proportionate shares allocated for those cable costs provided to the Common Elements, promptly after the bills for the same have been rendered.

#### **7.9 USE OF UNITS - INTERNAL OR EXTERNAL CHANGES**

A. A Co-Owner may make internal structural modifications or alterations in his Unit or installations located therein subject to Articles 5, 6, and 8 of the Master Deed. The Association shall have the obligation to answer within sixty (60) days from the actual receipt of such notice.

B. A Co-Owner shall make no changes or additions whatsoever to the exterior of the Unit, any balconies or decks, appurtenant thereto, or to any of the Limited Common Elements without prior written approval of the Board. The Board may also approve minor additions to landscaping and other exterior minor changes or additions of this nature which in its sole discretion will not interfere or conflict with the overall scheme and appearance of the common areas. If any changes as described herein are approved by the Board, the Co-Owner requesting such change shall be totally financially responsible for the cost of such change and the incurred costs, if applicable, of the maintenance and repair of such change. The Board, through its agent, may include this additional maintenance cost in the periodic assessment for the Unit in question.

**7.10 USE OF COMMON ELEMENTS.** Except as authorized by Section 7.9 (B), a Co-Owner shall not place or cause to be placed in the passages, parking areas, roads, or other common areas any furniture, packages or obstructions of any kind. Such areas shall be held in common for the enjoyment of the Co-Owners and shall be used for no other purpose than for normal transit through or use of them and for normal vehicular parking.

#### **7.11 RIGHT OF ENTRY.**

A. A Co-Owner shall grant the right of entry to the Management Agent or to any person authorized by the Board in case of any emergency originating in or threatening his Unit or in event that the Management Agent or Board is faced with a situation which in their reasonable opinion involves the health, safety or welfare of any Common Elements or of any Co-Owner( s) within the Regime, whether the Co-Owner is present at the time or not.

B. A Co-Owner shall permit other Co-Owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that such requests for entry are made in advance and that such entry is at a time convenient to the Co-Owner. In case of emergency, the right of entry shall be immediate.

**7.12 RULES AND REGULATIONS.** In order to assure the peaceful and orderly use and enjoyment of the Units and Common Elements of the Association, reasonable rules and regulations, to be called The Reserve at Woodbridge Owners Association Rules and Regulations, governing the conduct of persons on said property of the Association shall be established by the Board and shall remain in full force and effect. Such Rules and Regulations, upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each Owner by posting same with postage prepaid addressed to the Owner at the last registered address of the Owner and shall be binding upon all Co-Owners and the occupants of Units in the Regime. Management Agent shall be charged with the responsibility of distributing a current set of the Rules and Regulations to every new Co-Owner. Any revisions to the Rules and Regulations do not necessarily have to be recorded in order to be effective but shall be made available at the offices of the Management Agent.

**7.13 ABATEMENT AND ENJOINMENT OF VIOLATIONS BY CO-OWNERS.** The violation of any of the Rules or Regulations adopted by the Board or the breach of any By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Co-Owner, any structure, thing or condition, that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; and/or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and to recover the cost of such enforcement, including attorneys' fees, and until such expense is recovered it shall be a lien upon said Unit which lien shall be inferior to the lien of all prior mortgages; and/or (c) to cause a Specific Assessment to be levied against the defaulting Co-Owner as described above in this Article "7".

**7.14 FISCAL YEAR.** The first fiscal year for the Association shall begin on the date of the recording of the Master Deed and continue until December 31<sup>st</sup> of the same calendar year. All subsequent fiscal years shall commence on the 1<sup>st</sup> day of January of each year; provided, however,

that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

**7.15 LITIGATION.** Subject to the alternative dispute provisions set forth in Article 14 of the Master Deed, no judicial proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the votes eligible to be cast by the Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided herein; (c) proceedings involving taxation, including, e.g., challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. In the event any litigation is instituted, then the Association shall assess all Owners for the costs of litigation, including, without limitation, attorneys' fees incurred, and funds from regular assessments shall not be used for any such claim or litigation; provided, however, that this 75% threshold requirement may be eliminated by the Board at any time after January 1, 2015.

## **ARTICLE 8 INSURANCE**

**8.1 INSURANCE.** The Board of Directors shall be required to obtain and maintain, as set forth below, in forms and amounts as hereinafter prescribed and which are also satisfactory to any mortgagee holding mortgages on five or more Units, the following insurance, without prejudice of the right of the Co-Owner to obtain additional individual insurance at his own expense:

A     **HAZARD INSURANCE.** The Board of Directors shall insure the Property, as it may be constituted from time to time, against loss or damage due to fire, windstorm, lightning, and flood, with extended coverage, in an amount not less than the maximum insurable replacement value of the Property as determined by the Board upon recommendation made by the Regime's insurer, (it being understood that the Board, at its discretion, may have an appraisal made of the Property for this purpose) or in the amount reasonably obtainable as it relates to the flood coverage. The Board of Directors shall have the authority also to insure against other hazards and risks as it may deem desirable for protection of the Property. All hazard insurance shall cover the entire Property, exclusive of the contents and furnishings of the individual Units or other items as referenced below in Section 6 of this Article.

B     All hazard insurance policies obtained by the Board of Directors shall designate the Board of Directors as the named insured as Insurance Trustee for the benefit of all the Owners and their mortgagees collectively, as their respective interests may appear. In the event of loss or damage, all insurance proceeds shall be paid jointly to the Board of Directors as Insurance Trustee under the provisions of this Master Deed and to any mortgagee holding mortgages on five or more Units, it being understood and acknowledged that the distribution of such proceeds shall be controlled by the Horizontal Property Act and the provisions of this Master Deed.

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

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

E. Each mortgagee of which the Board has notice as herein provided shall be entitled to receive, upon request, a statement of the replacement value as determined herein. If any such mortgagee disagrees with the values assigned to the Property by such determination and presents an appraisal prepared at such mortgagee's expense showing higher values which has been performed by a qualified appraiser, then the Board shall either adopt the higher value or shall cause a reappraisal to be made by a qualified appraiser approved by the Board and by the appraisers who conducted the prior appraisals and the findings of the third appraiser shall be conclusive to determine such value for insurance purposes.

F. Each hazard insurance policy shall contain a loss payee provision designating the interest of the various mortgagees as to the various Units within the Regime which are covered by the Master Policy. Such policies shall also provide that they shall not be canceled without giving thirty (30) days prior written notice to all such mortgagees about which the insurer has been given written notice.

**8.2 PUBLIC LIABILITY INSURANCE.** The Board of Directors shall obtain comprehensive public liability insurance with limits and provisions as it deems desirable and as may be obtainable. All such policies shall contain severability of interest clauses or endorsements extending coverage to liabilities of the Association to an individual Co-Owner and to liabilities of one Co-Owner to another Co- Owner.

**8.3 WORKMEN'S COMPENSATION INSURANCE.** The Board of Directors, as necessary, shall obtain Workmen's Compensation Insurance to meet the requirements of law.

**8.4 PREMIUMS.** All premiums upon insurance policies purchased by the Board of Directors shall be assessed as Common Expenses to be paid by the Co-Owners through periodic assessment as herein provided.

**8.5 ADJUSTMENT.** Each Co-Owner shall be deemed to have delegated to the Board of



Directors his right to adjust with insurance companies all losses under policies purchased by the Association, subject to the rights of mortgagees of such Co-Owners.

**8.6 INSURANCE BY CO-OWNERS.** Each Co-Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property, wall coverings, decorations, and furnishings within his own Unit and the additions, replacements and improvements made by him to the Unit. Each Co-Owner shall also be responsible for obtaining, at his own expense, insurance covering his liability for the safety of the premises within his Unit. All such insurance policies shall include, however, provisions waiving (i) any right of the insurer to subrogation claims against the Association and against individual Co-Owners, as well as their agents, servants, employees, and guests; and (ii) any right of the insurer to contribution or proration because of the master hazard policy. As set forth in Section 5.6 of the Master Deed, the Co-Owner is responsible for any damage to his Unit or another Unit caused by his negligent action or inaction. If a claim is made against the Association's policy as a result of such negligence by a Co-Owner, then the Board may make a determination to assess any non-reimbursable expenses, such as the deductible, attorney's fees, and the like, against the negligent Co-Owner, and such assessment shall be collectible just as any other assessment described in Section 7.1.

**8.7 DISTINCTION ON OWNER'S COVERAGE AND REGIME COVERAGE.** As reflected above, both the Association and the Co-Owner has certain insurer's responsibilities. The Board, acting through the Management Agent, shall have the discretion to balance competing interests of said insurers, should such an occasion arise. Each Co-Owner shall, upon request, provide to the Management Agent, the name and address of his insurer.

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

## **ARTICLE 9 RECONSTRUCTION AND REPAIR**

**9.1 PROCEDURE.** In the event of casualty loss or damage to the Property, the Board of Directors shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Property in accordance with the provisions of this Article 9. Reconstruction or repair shall be mandatory unless otherwise provided in the Act, as amended from time to time, or unless seventy-five (75%) percent or more of the Co-Owners vote, at a duly authorized meeting, not to reconstruct. In situation where reconstruction or repair is not to be undertaken, the insurance indemnity received by the Board of Directors shall be distributed pro-rata to the Co-Owners and their mortgagees jointly in proportion to their respective statutory interests. The remaining portion of the Property shall be subject to an action for partition at the suit of any Co-Owner or lien or as if owned in common. In the event of suit for partition, the net proceeds of sale, together with the net proceeds of insurance policies, shall be considered one fund and distributed pro-rata among all Co-Owners

and their mortgagees jointly in proportion to their respective statutory interests. In the situation where reconstruction or repair is undertaken, then such Property shall be repaired in the following manner:

A. Any reconstruction or repair must follow substantially the original plans and specifications of the Property (to be provided by Declarant to the Management Agent and a portion of which are referenced on Exhibits "B" and "C" to the Master Deed) unless all Co-Owners and their mortgagees, if any, vote unanimously to adopt different plans and specifications. The approval of such plans by Declarant shall likewise be required.

B. The Board of Directors shall promptly obtain estimates of the cost required to restore the damaged property to its condition before the casualty occurred. Such costs may include such professional fees and premiums for bids as the Board of Directors deems necessary.

C.. If the insurance proceeds paid to the Board are insufficient to cover the cost of reconstruction, the Association may use funds out of its reserve or replacement accounts, and, if still not sufficient, then the Association shall levy and collect an assessment against all Owners in an amount which shall provide the funds required to pay for the repair, replacement or reconstruction.

D. The insurance proceeds received by the Board of Directors and the mortgagees, and any special assessments collected to cover a deficiency in insurance shall constitute a construction fund from which the Board of Directors and the mortgagees, shall disburse payment of the costs of reconstruction and repair. The first disbursements from the construction fund shall be insurance proceeds; and if there is a balance in the fund after payment of all costs of reconstruction and repair, it shall be distributed to the Co-Owners who paid special assessments in proportion to their payments. Any balance remaining after such distribution shall be retained by the Association.

## **ARTICLE 10 INSURANCE TRUST**

**10.1** In the event of casualty loss to the Property, all insurance proceeds indemnifying the loss or damage shall be paid to the Board of Directors as Insurance Trustee. The Board of Directors, acting as Insurance Trustee, shall receive and hold all insurance proceeds in trust for the purposes stated in this Article 10, and for the benefit of the Association, the Co-Owners, and their respective mortgagees in the following share:

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

B. Insurance proceeds paid on account of loss or damage to less than all of the Units, when the damage is to be restored, shall be held for the benefit of Co-Owners of the damaged

Units and their respective mortgagees in proportion to the costs of repairing each damaged Unit.

C. Insurance proceeds paid when the Property is not to be restored shall be held for the benefit of all Co-Owners, and their respective mortgagees the share of each being equal to the undivided share or interest in Common Elements appurtenant to the applicable Unit.

D. In the event a Certificate of Insurance has been issued to a Co-Owner bearing a mortgage endorsement, the share of the Co-Owner shall be held in trust for the mortgagee and the Co-Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except for insurance proceeds required by the loan documents to be paid jointly to the Co-Owners and their respective mortgagees pursuant to the provisions of the Master Deed.

## **ARTICLE 11 MORTGAGES**

**11.1 NOTICE TO BOARD.** A Co-Owner who mortgages his Unit shall notify the Board through the Management Agent, if any, or the President if there is no Management Agent, of the name and address of his Mortgagee; and the Association shall maintain such information in a book entitled "Mortgages on Units" or in the individual Unit file.

**11.2 NOTICE TO MORTGAGEE.** The Board shall give reasonable advance written notice of the following events to all mortgagees from which it receives a written request (the term "mortgagee" to include the holder, insurer or guarantor with respect to any such mortgage). Such written request must identify the name and address of the holder, insurer or guarantor and the Unit number and address:

- A Any change in the condominium documents;
- B Any unpaid assessments due the Association for over ninety (90) days from the Co-Owner(s) (mortgagor(s)) of the Unit;
- C Any default by the Co-Owner (mortgagor) of a Unit in the performance of such Co-Owners' obligations under the Master Deed and associated condominium documents when such default is not cured within sixty (60) days.
- D Any notice of special or annual meetings of the Association.
- E Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a first mortgage held, insured, or guaranteed by such

eligible mortgage holder or eligible insurer or guarantor, as applicable;

F. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

G. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in these By-Laws or in the Master Deed.

H. Any proposed change from professional management of the Property to self management of the Property by the Association.

**11.3 STATEMENTS TO MORTGAGEE.** Upon written request to the Association from any Mortgagee of which it has notice as herein provided, the Board, Manager or Management Agent shall supply such Mortgagee with a reasonably current financial statement of the Association within a reasonable time of such request.

## **ARTICLE 12 RESTRICTIONS UPON LEASES OF UNITS**

**12.1 LEASES.** No Co-Owner may lease his Unit or any interest therein except by complying with these By-Laws, the terms and conditions of the Master Deed and all exhibits, and the Rules and Regulations. Such lease shall be complied with by the tenant and that the Association shall have the power to terminate such lease, and bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of default by the tenant in the performance of said lease, or failure by the tenant to perform an obligation in the Master Deed, By-Laws or the Rules and Regulations. In the event of a Co-Owner leasing his Unit, such Co-Owner shall provide a copy of the then current Rules and Regulations to his tenant and shall expressly include a provision in the written lease document cross referencing such Rules and Regulations as being applicable to the tenant.

## **ARTICLE 13 AMENDMENTS**

**13.1 REQUIREMENTS FOR AMENDMENTS.** Except as provided in the Master Deed, and except where a greater percentage is expressly required, either herein, or by law, these By-Laws may be materially amended only with the consent of the Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of eligible mortgagees from which the Association has received written notice holding mortgages on Units which have at least fifty-one (51 %) percent of the votes of Units subject to such mortgages, as it relates to modification of any material provisions of these By-Laws, the Articles of incorporation or other governing document, which establish, provide for, govern or regulate any of the following:

A. . Voting;

B. Assessments, assessment liens or subordination of such liens;

- C. Reserves for maintenance, repair and replacement of the Common Elements;
- D. Insurance or Fidelity Bonds;
- E. Rights to use of the Common Elements;
- F. Responsibility for maintenance and repair of the several portions of the Property;
- G. Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project except as expressly provided in the Master Deed;
- H. Boundaries of any Unit;
- I. The interests in the General or Limited Common Elements;
- J. Convertibility of Units into common areas or of common areas into Units;
- K. Leasing of Units;
- L. Imposition of any additional or further right of first refusal or similar restriction on the right of a Co-Owner to sell, transfer, or otherwise convey his or her Unit;
- M. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units. Notwithstanding the foregoing, so long as the Declarant remains the Owner of more than one Unit in this Regime, these By-Laws shall not be amended so as to adversely affect the Declarant without the Declarant's consent.

### **13.2 MATERIALITY OF AMENDMENTS; MORTGAGEE APPROVAL PROCEDURE.**

An addition or amendment to the By-Laws or Master Deed shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eligible mortgage holder 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 and proof of mailing such request in affidavit form, together with an affidavit of non-receipt, shall be sufficient evidence of such approval.

## **ARTICLE 14 MISCELLANEOUS MATTERS**

**14.1 GENDER; NUMBER.** The use of the masculine gender in these By-Laws includes the feminine gender, and when the context requires, the use of the singular includes the plural.

**14.2 DEFINITIONS.** The definitions contained in Section 4 and elsewhere in the Master Deed also apply to these By-Laws.

**14.3 EXECUTION OF DOCUMENTS.** The President or Vice President and Secretary or

Assistant Secretary are responsible for preparing, executing, filing and recording amendments to the Master Deed and By-Laws, and shall be authorized to execute any other document which the Association may from time to time be required to execute.

**14.4 NOTICES.** All notices required by these By-Laws shall be hand delivered or sent by mail to the Association at the address of the President; to Co-Owners at the address of the Unit or at such other address as may have been designated by such Co-Owner from time to time in writing to the Association. All notices from or to the Association shall be deemed to have been given when mailed or delivered, except notice of changes of address which shall be deemed to have been given when received.

**14.5 CAPTIONS.** The captions contained in these By-Laws are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision of the By-Laws.

**14.6 INVALIDITY.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

**14.7 CONFLICT.** These By-Laws are set forth to comply with the requirements of the Horizontal Property Act of South Carolina, as amended, and the South Carolina Non-Profit Corporation Act of 1994, and may be amended from time to time. In the event of any conflict between these By-Laws and the provisions of such statutes or the Master Deed, the provisions of such statutes or the Master Deed, as the case may be, shall control.

**14.8 WAIVER.** No restriction, condition, obligation, or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violations or breaches thereof which may occur.

**SIGNATURE ON FOLLOWING PAGE**

The undersigned, being Authorized Manager of **Kings Summer Isles Apartments, LLC.**, Declarant of The Reserve at Woodbridge Horizontal Property Regime, hereby represents, certifies and affirms the following:

**RESOLVED**, that the not for profit Articles of Incorporation of **The Reserve at Woodbridge Owner's Association, Inc.** ("Corporation"), filed with the South Carolina Secretary of State on May 1, 2006, and approved by the Secretary of State on May 2, 2006, are hereby affirmed as being the Articles of Incorporation of the Corporation and of the Owner's Association for The Reserve at Woodbridge Horizontal Property Regime;

**FURTHER RESOLVED**, that acting in the capacity of Authorized Manager of Kings Summer Isles Apartments, LLC., Declarant for The Reserve at Woodbridge Horizontal Property Regime, said Authorized Manager hereby adopts the foregoing By-Laws, this 15<sup>th</sup> day of May, 2006;

**FURTHER RESOLVED**, that the undersigned Authorized Manager of Declarant, Kings Summer Isles Apartments, LLC., is hereby appointed as Initial Director of The Reserve at Woodbridge Owner's Association, Inc. to serve until such time that the First Meeting of the Board of Directors of the Corporation shall be had pursuant to Article 3.5 of the foregoing By-Laws.

Dated: Effective as of May 15<sup>th</sup>, 2006,

**KINGS SUMMER ISLES APARTMENTS, LLC.**  
a South Carolina Limited Liability Company

By: 

Printed Name: Paul A. Guste

Authorized Manager

EXHIBIT "I"

THE RESERVE AT WOODBRIDGE HORIZONTAL PROPERTY REGIME

STATE OF SOUTH CAROLINA  
JOINDER OF MORTGAGEE  
COUNTY OF BEAUFORT

WHEREAS, CITY NATIONAL BANK OF FLORIDA ("City National"), is the owner and holder of a certain mortgage upon real property in Beaufort County, South Carolina, described on Exhibit A to the Master Deed of The Reserve at Woodbridge Horizontal Property Regime ("Regime"); and

WHEREAS, the mortgage is in the original principal sum of Nineteen Million Three Hundred Fifty Thousand and 00/100 Dollars (\$19,350,000), said mortgage being dated April 17, 2006, and recorded in the Register of Deeds of Beaufort County, South Carolina in Official Records Book 2357, at Page 2529, et seq.

NOW, KNOW ALL MEN BY THESE PRESENTS, that City National joins in the Master Deed of The Reserve at Woodbridge Horizontal Property Regime and the provisions of the Horizontal Property Act of South Carolina for the sole purpose of consent to the creation by Declarant of The Reserve at Woodbridge Horizontal Property Regime. City National makes no warranty or representation of any kind or nature concerning the Regime, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as participation in the development of "The Reserve at Woodbridge" (the "Project"), and does not assume and shall not be responsible for any of the obligations or liabilities of the Declarant contained in the Master Deed or the other documents issued in connection with the formation and sale of the Project. None of the representations contained in the Master Deed shall be deemed to have been made by City National, nor shall they be construed to create any obligation on City National to any person relying thereon. This Joinder of Mortgagee does not affect or impair the rights and remedies of City National as set forth in the mortgage or in the Master Deed.

This Joinder of Mortgagee shall in no way affect or diminish the lien of the existing mortgage on the remaining portions of the property described in the aforementioned mortgage described hereinabove.

WITNESS:

Doris Gilmond  
Signature  
Printed Name: Doris Gilmond

J. Scott MacLennan  
Signature  
Printed Name: J. Scott MacLennan

STATE OF FLORIDA  
COUNTY OF PAWNBROOK

CITY NATIONAL BANK OF FLORIDA

By: Gerard A. Thornton  
Print Name: Gerard A. Thornton  
Title: Senior Vice President

I, the undersigned Notary Public, do hereby certify that GERARD THORNTON, as Senior V.P. of CITY NATIONAL BANK OF FLORIDA, on behalf of the national banking corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME this 11 day of MAY, 2006.

My commission expires:

Doris Gilmond  
Notary Public

Doris Gilmond  
Typed or printed name of Notary

FTL:1765050:1



Doris Gilmond  
My Commission DD172992  
Expires December 22, 2006