

98006012 03/02/1998 B2876 P220

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

MASTER DEED ESTABLISHING
WEXFORD HORIZONTAL
PROPERTY REGIME, INC.

WHEREAS, Town & Country Construction, Inc. of Greenwood, hereinafter referred to as "Developer" and having a principal place of business in Greenwood, South Carolina, is the Owner in fee simple of certain real estate in Anderson County, State of South Carolina, being the property hereinafter described; and

WHEREAS, the Developer intends by this Master Deed to submit the property to the provisions of the Horizontal Property Act of South Carolina, §27-31-10 et seq. of the South Carolina Code of Laws, 1976 edition;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Town & Country Construction, Inc. of Greenwood, hereinafter referred to as Developer, does hereby make and declare this Master Deed creating and establishing a plan for selling ownership for Wexford Horizontal Property Regime, Inc.

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ESTABLISHMENT OF WEXFORD HORIZONTAL PROPERTY REGIME

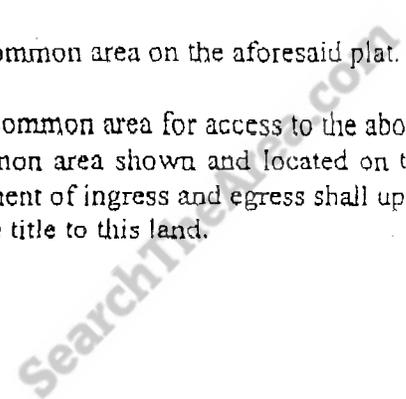
Developer, its heirs and assigns, is the owner in fee simple of certain property in Anderson County, South Carolina, which property is more particularly described as follows:

All that certain piece, parcel or tract of land, lying, situate and being in the County of Anderson, State of South Carolina, shown and designated as Buildings 1, 2, 3, 4 and 5 on plat entitled "The Wexford Condominiums" of date May 24, 1997, prepared by Thomas M. Stribling, heretofore entered for record in the Office of the Clerk of Court for Anderson County in Slide 830 at Page 1. According to said plat Building 1 consists in its entirety of 0.44 acres, more or less and is 19,285.93 square feet; Building 2 consists in its entirety of 0.44 acres, more or less and is 19,285.93 square feet; Building 3 consists in its entirety of 0.44 acres, more or less and is 19,286.00 square feet; Building 4 consists in its entirety of 0.44 acres, more or less, and is 19,285.93 square feet; Building 5 consists in its entirety of 0.44 acres, more or less and is 19,285.93 square feet. Reference is made to the aforesaid plat for specific distances, metes and bounds.

DERIVATION: Rebecca S. Haigler formerly Castles -- 10/29/96 -- 2474/200

Also, a 5/11ths undivided interest in all areas designated as common area on the aforesaid plat.

Also, All right of ingress and egress through Lot B and other common area for access to the above referenced property together with the right to use this common area shown and located on the aforesaid plat, including but not limited to parking. The easement of ingress and egress shall upon recordation serve as constructive notice and shall run with the title to this land.



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I.

Upon this property there has or will be constructed Wexford Horizontal Property Regime, hereinbelow referred to as Regime, an apartment housing and building project, containing initially one hundred (100) private dwelling residential apartments and other appurtenant improvements including but not limited to general common elements, limited common elements, and other amenities which may exist. Developer does hereby submit the above described property and improvements to a horizontal property regime.

Developer reserves herein, the right at his sole discretion to increase the number of residential apartments, buildings or storage structures, and any other appurtenant improvements including but not limited to possible garages, and any other structures to be completed in an amount not to exceed two hundred seventy (270) apartments, residential or storage, including but not limited to future annexation, and at the same time further reserves the right in its discretion to modify co-owners percentile of ownership of all general common elements, limited common elements, and any other amenities presently constructed or to be constructed on this project, with the end result that Developer reserves the right to change the regime fee and percentile of ownership, resulting in a regime fee through the development of an additional amount of apartments or buildings, not to exceed two hundred seventy (270) apartments, residential and/or storage.

Developer further reserves the right to construct garages (apartments for storage) for sale to the residential market or non-residential market. It is to be understood and agreed that in the event a residential apartment owner is also titled to an apartment for storage that he/she shall have the right to sell one and retain possession and title to the other. An apartment co-owner shall be a person as defined under "definitions" of this Master Deed.

Developer reserves the right to mortgage, sale, bargain or exchange any real estate under the Master Deed.

Developer reserves the right at his sole discretion to convey easements and/or rights-of-way for ingress and egress and maintenance of the same, together with the right to convey certain easements and rights-of-way for utilities to applicable governmental entities and/or private entities whether persons, partnerships or corporations.

This property shall hereinafter be referred to Wexford Horizontal Property Regime, Inc.

II.SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed thereto and expressly made a part hereof as Exhibits "A and B", consisting of eleven (11) pages, including cover page of introduction, the same which shall publish plans and locations of the improvements constituting the Wexford Property Regime, identifying the apartments and general common elements and their respective locations and approximate dimensions. Each

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apartment is identified by specific numerical designation on the aforesaid Exhibit "A". At anytime the word "apartment" is used in this Master Deed, the same shall be interchangeable with the statutory definition of the word "Apartment", as per §27-31-10, et seq. of the South Carolina Code of Laws. It is to be understood and agreed that the word "Apartment" shall be used as a residential apartment or a storage apartment which shall be considered a garage.

III. DEFINITIONS

For all purposes of this Master Deed the following terms shall have the meanings set forth below. All Paragraphs under Section 3 are found in §27-31-10 et seq.

(a) "*Apartment*" means a part of the property intended for any type of independent use including one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building, and with a direct exit to a public street or highway, or to a common area leading to such street or highway;

(b) "*Building*" means a structure of structures, containing in the aggregate two or more apartments, comprising a part of the property;

(c) "*Condominium ownership*" means the individual ownership of a particular apartment in a building and the common right to a share, with other co-owners, in the general and limited common elements of the property;

(d) "*Co-owner*" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns an apartment within the building, and a co-owner shall further be defined as any person who shall own a garage outside the building, yet on premises described in this master deed;

(e) "*Council of co-owners*" means all the co-owners as defined in subsection (d) of this section; but a majority, as defined in subsection (h) of this section, shall, except as otherwise provided in this chapter, constitute a quorum for the adoption of decisions;

(f) General common elements means and includes:

(1) The land whether leased or in fee simple on which the building stands;

(2) The foundations, main walls, roofs, halls, lobbies, stairways and entrance and exits or communication ways;

(3) The basements, flat roofs, yards and gardens, except as otherwise provided or stipulated;

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- (4) The premises for the lodging of janitors or persons in charge of the property, swimming pool and/or clubhouse, except as otherwise provided or stipulated;
- (5) The compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, reservoirs, water tanks and pumps, and the like;
- (6) The garbage incinerators and/or dumpsters, in general, all devices or installations existing for common use; and
- (7) All other elements of the property rationally of common use or necessary to its existence, upkeep and safety;
- (g) "*Limited common elements*" means and includes those common elements which are agreed upon by all the co-owners to be reserved for the use of a certain number of apartments to the exclusion of the other apartments, such as special corridors, stairways, sanitary services, water lines, cable television and telephone, all common to the apartments of a particular floor, and the like;
- (h) "*Majority of co-owners*" means fifty-one (51%) percent or more of the basic value of the property as a whole, in accordance with the percentages computed in accordance with the provisions of §27-31-60.
- (i) "*Master deed*" means the deed establishing and recording the property of the horizontal property regime;
- (j) "*Person*" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof;
- (k) "*Property*" means and includes the land whether leasehold or in fee simple, the building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto;
- (l) "*To record*" means to record in accordance with the provisions of §30-5-30 through §30-5-200, §30-7-10 through §30-7-90 and §30-9-10 through §30-9-80, or other applicable recording statutes;

All pipes, ducts, wire, conduits and other facilities running through any interior wall or partition for the furnishing of utility services including, but not limited to, television antenna cables shall be General Common Elements. The Apartment (residential or storage) shall further include the interior non-bearing walls and partitions contained in the Apartment (residential or storage) and the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including paint and wallpaper, and in addition those unfinished areas immediately adjoining said apartments (residential

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or storage) when applicable.

Developer has hereinabove reserved the right for the construction of selected garages to be included within the premises merged in this master deed. All garage specifications shall be uniform in all instances and exact specification shall be published herein with proper value affixed thereto. The Developer shall prepare in conjunction with other applicable apartments (residential or storage) an Exhibit representing the statutory value of residential apartments, and an Exhibit representing the statutory value of storage apartments or apartments to be used for storage purposes also known herein as garages. Each statutory value shall receive a standard uniform regime fee without variance and shall be charged to the owner or co-owner or subsequent title owner on a monthly basis in the same manner as other regime fees published herein shall be charged. All charges with regard to apartment storage regime fees shall be subject to the same applicable sections of collection and payment that residential apartment owner and co-owners are subject to including but not limited to the right to file a Lis Pendens and foreclosure and/or separate litigation for actual value, the same which shall further include court costs and attorneys fees as published hereinabove and hereinbelow. It is to be understood and agreed that apartment storage units shall have separate but additional statutory value and owners and co-owners of the same shall not be entitled to the use and enjoyment of all amenities associated with ownership hereinabove and hereinbelow, but regime fee shall serve only to afford owners and/or co-owners the opportunity of access and egress on paved conditions and shall further serve to maintain the exterior of each apartment storage building.

GENERAL DESCRIPTIONS OF DWELLING APARTMENTS
(RESIDENTIAL AND STORAGE)

SEE EXHIBITS "A and B" ATTACHED HERETO AND APPLICABLE PLATS AND EXHIBITS MERGED HEREIN.

GENERAL DESCRIPTION OF LIMITED
AND GENERAL COMMON ELEMENTS

The word "unit" shall be used and inter-changed with the word "apartment" as used throughout the entirety of this Master Deed and in any instance where the word "unit" is used, the same shall mean "apartment" and in all instances where the word "apartment" is used, the same shall mean "unit".

All apartments (residential) shall have parking spaces in addition to stairs where applicable. Storage apartments also known as garages are exempt from this privilege and right.

An appropriate entrance will provide access to each apartment residential and storage.

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The legal description of each apartment and/or garage shall consist of the identifying exhibit number of each apartment or garage, as the case may be, as shown in Exhibits "A-____", inclusive and merged herein and attached in sequence. All subsequent deeds, leases, mortgages and other instruments shall legally describe the apartment or garage by its identification number as per Exhibit designation as applicable, followed by the words: "In the Wexford Horizontal Property Regime".

General Common Elements and Limited Common Elements are further defined to mean and comprise all of the real property, improvements, and facilities of the Regime other than the apartments and shall include, but be not limited to, easements through the apartment's conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utility services, including television cables, and general common elements and easements of support in every portion of an apartment which contributes to the support or improvement of all the owners and co-owners of each apartment. With regard to residential storage facilities also known as garages, it is understood and agreed that the Developer reserves the right to construct a common wall subject to applicable code standards and each apartment storage owner shall own fifty (50%) percent of the common wall contiguous to his apartment (residential or storage). It is to be understood and agreed that roofs shall be an exterior as hereinabove defined and shall be a responsibility of the association to repair under applicable regime fee reserves.

IV.

OWNERSHIP OF APARTMENTS AND APPURTENANT INTEREST IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Each Apartment or Garage shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the co-owner of the Apartment shall own, as an appurtenance to the ownership of such Apartment, an undivided interest in General Common Elements and Limited Common Elements, the net percentage allocated to the respective Apartment as set forth in the schedule attached hereto as Exhibit "C", and by reference is incorporated herein and made a part hereof as fully set forth herein. It is to be understood and agreed that the Developer, their heirs and assigns, shall have the sole right and privilege to sell, convey, mortgage, and otherwise encumber any unsold apartment, or building in its discretion without restraint and without co-owner consent. In connection with the paragraph, Developer shall execute all deeds, conveyances, mortgages, or other liens or encumbrances in the name of the Regime until the last unit, apartment, and building has been sold.

Any owner or co-owner titled to a Garage herein, shall have the right to rent or sale the same to any other owner or co-owner or anyone else who is a party or is not a party to this Master Deed, however, upon sale the regime fees associated with the ownership of a garage shall be enforced as hereinabove and hereinbelow published and each owner or co-owner shall be entitled to only those privileges and amenities addressed herein.

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V.GENERAL RESTRICTIONS AND RESTRICTIONS AGAINST FURTHER
SUBDIVIDING OF APARTMENTS AND SEPARATE CONVEYANCE OF
APPURTENANT GENERAL COMMON ELEMENTS AND LIMITED

No Apartment or Garage may be divided into a smaller Apartment or Garage or smaller Apartments or Garages as shown on applicable Exhibits, attached hereto. Subject to above or below provisions to the contrary, the undivided interest in the general common elements and limited common elements declared to be an appurtenance to each Apartment shall not be conveyed, devised, encumbered, or otherwise dealt with separately from said Apartment, and the undivided interest in general common elements and limited common elements appurtenant to each Apartment shall be deemed conveyed, devised, encumbered or otherwise included with the Apartment even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise with such Apartment. Any such instrument purporting to convey an undivided interest in general or limited common elements shall be null and void.

No more than two (2) automobiles titled to any member of a one (1) or two (2) bedroom apartment shall be allowed and no more than three (3) automobiles titled to any member of a three (3) bedroom apartment, and no trucks exceeding three-quarters (3/4) ton shall be parked in parking spaces applicable or available for the Regime and no untagged motor vehicle shall be parked on premises for a period of time in excess of seventy (72) hours. An exception herein shall inure to the benefit of an apartment garage owner who shall have the right to place an additional titled or untitled vehicle in this garage, in addition, to other automobiles allowed hereunder. No person or persons or other entities acquiring title hereunder shall cause to have mechanical services performed on a motor vehicle on site other than for temporary repair to remove the same from site.

In addition, no retail business shall be conducted on premises and no other business shall be conducted on premises which shall entail customers or clients using Regime facilities. No recreational vehicles or motor boats or boating vessels shall be parked on premises in any place other than places designated for these particular vessels or vehicles.

VI.APARTMENTS (RESIDENTIAL OR STORAGE) SUBJECT TO RESTRICTIONS

SEE EXHIBITS "A and B" AS APPLICABLE.

VII.PERPETUAL NON-EXCLUSIVE EASEMENT IN GENERAL
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The General Common Elements and Limited Common Elements shall be, and the same are

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hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the co-owners of Residential Apartments in the Regime for their use and the use of their immediate families, guests, and invitees, for all proper and normal purposes, and for the furnishing of service and facilities for which the same are reasonably intended, for the enjoyment of said co-owners of Apartments.

VIII.

EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS

The co-owners of the respective Residential Apartments or Garages agree that if any portion of an Apartment or General Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and maintenance of the same, does exist. In the event of fire loss subsequently rebuilt, the co-owners of the Residential Apartments agree that encroachment on parts of the General Common Elements or Limited Common Elements of Apartments, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

IX.

RESTRAINT UPON SEPARATION AND PARTITION OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The percentage of the undivided interests in the General Common Elements appurtenant to each Apartment or Garage shall remain undivided and no owner of any Apartment shall bring or have any right to bring any action for partition of division.

X.

EASEMENT FOR AIR SPACE

The co-owner of each Residential Apartment or Garage shall have an exclusive use for the use of air space occupied by said Residential Apartment or Garage as it exists at any particular time.

XI.

BY-LAWS AND ADMINISTRATION

By way of this Instrument and the recording hereof, there has been formed the "Wexford Homeowners Association, Inc.", hereinafter referred to as Association, a non-profit association, which shall be the governing body for all the Apartment co-owners with respect to the administration, maintenance, repair, and replacement of the property as provided by applicable statutes and By-Laws incorporated herein and further subject to all other provisions incorporated

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herein. The Board of Directors of the Association shall form the administration of the same. Whenever this Deed shall call for approval, permission, or requirements of this Association, it shall mean the Board of Directors of the same. A copy of the By-Laws of the Association is attached hereto and made a part hereof. Said Association may also be incorporated upon application of co-owners of the Office of the Secretary of State, State of South Carolina, as a non-profit corporation.

Each apartment co-owner shall automatically become and be a member of the Association. Upon the termination of the interest of a co-owner, his membership shall expire automatically.

The aggregate number of votes for all members of the association shall be one hundred (100) subject, however, to the Developer or Declarant exercising his right to increase residential and garage apartments by the presentation of a program of annexation entered for record in the Office of the RMC Office for Anderson County. At this time aggregate number of votes shall change in accord with total value as represented by original declaration and annexation. Votes by members of the property owners association (owners and co-owners) shall be determined by their percentile of statutory value against the whole of statutory value.

With regard to voting purposes, the Developer or Declarant shall always have one (1) vote in addition to the aggregate votes cast by all owners and co-owners at any annual meeting until such time as a Developer or Declarant has sold the last residential apartment (residential or storage) constructed herein.

XII

RESIDENTIAL USE RESTRICTIONS APPLICABLE TO APARTMENTS

Each Residential Apartment is hereby restricted to residential use by the co-owner or co-owners.

Each Residential Storage owner shall be restricted to the storage of personal property and/or materials and motor vehicles.

The Residential Apartments shall be used for single family residences only.

The General Common Elements and Limited Common Elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the Residential Apartment co-owners, and subject to such regulation by rules and By-laws as may in the opinion of the Association, achieve the maximum beneficial use thereof.

No public or private nuisance shall be allowed upon the Apartments of General Common Elements or Limited Common Elements nor shall any practice be allowed which is a source of annoyance to residents which would reasonably interfere with the peaceful possession and proper use of their respective residential Apartments. Any allegation of nuisance whether private or public

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shall be commensurate with the case law and statutory law, promulgated under applicable existing laws and to the further extent that the Board of Directors shall establish definitions for private and public nuisances that do not conflict with the existing and applicable law.

No Apartment co-owner, residential or storage shall permit or suffer anything to be done or kept in his apartment or garage which will increase the rate of insurance on the apartments overall (residential or storage).

No immoral, improper, offensive, or unlawful use shall be made of the General Common Elements or Limited Common Elements or of any apartment (residential or storage).

No For Sale or For Rent signs or any other signs shall be displayed by any individual co-apartment Co-owner (residential or storage) on his Apartment or on any part of the General Common Elements or Limited Common Elements. This restriction shall never restrict the rights of property management elected by the Association to place an attractive sign at the entrance of premises, which shall publish the availability of units for sale or for lease. No other signs shall be displayed on premises. The prohibition shall extend to windows of the residential apartment owner.

The Association shall conduct its first annual meeting on January 15, 1999, and shall continue to do so on each subsequent year thereto and shall by proper votes, hereinbelow addressed, elect a property manager, the same which shall be experienced in management of property and all co-owners shall submit their property to the same property management group selected for rental or for residential use and said property management group shall exist for a period of three (3) years from date of appointment at which time at an annual meeting, the property manager or property management group may be replaced by a vote of seventy-five (75%) percent of residential apartment owners desiring to select another property manager. Failure to provide for a seventy-five (75%) percent vote to change existing property manager, shall cause existing property manager to continue in his responsibilities for an additional three (3) years, at which time co-owners shall have the right to vote on an alternative property management group in like manner and failure of a seventy-five (75%) percent vote to remove the property manager or property group shall result in the property manager or property group continuing in office for an additional three (3) year term and continuing in office until another property management group has been properly voted on and selected in accord with all provisions announced herein. In the event January 15, 1999 were to fall on a National Holiday, then the next consecutive day subsequent to the expiration of National Holidays shall be the date chosen for each annual meeting. It is to be understood and agreed that the chosen property manager or property group shall be responsible for the overall management of the regime and for the overall rental of Apartments and Garages in this regime. Annual meetings subsequent to the first annual meeting shall appear on the same day as the first annual meeting on an annual basis subject to change by proclamation of the then existing Board of Directors of the homeowners association.

In the event an owner, co-owner of a residential apartment shall give the Regime President notice of his intent to sell by return receipt mail of his bona fide offer and shall offer the same to the

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Regime at the bona fide offer plus One Hundred and No/100ths (\$100.00) Dollars and the Regime through its duly appointed offices shall have the right to accept the bona fide offer within thirty (30) days and shall have an additional thirty (30) days to purchase the same on behalf of the Regime. Upon purchase of a dissenting partners apartment (residential or storage) by the Regime, the President of the Regime shall by ordinary U.S. Mail make this apartment available for the purchase of the remaining apartment owners any price no less than the price paid for this apartment (residential or storage) and the President shall accept the highest offer made among the Regime from the remaining members of the Regime thirty (30) days from the date of mailing. Upon acceptance of the highest bid the President of the Regime shall have the right to join in a fee simple absolute deed and shall affix his signature thereon together with that of the secretary to the Association. It is to be understood and agreed that the Associations right to purchase the apartment (residential or storage) of a dissenting partner is solely within the discretion of the then existing officers of the Association who may or may not exercise this right. Any residential storage (garage) owner or co-owner shall be subject to the provisions of this paragraph with regard to the offering of their property for sale as if it was a residential apartment.

Any Apartment co-owner may own, keep, or maintain common household pets according to rules established by the Board of Directors of the Association.

The entrances, passages, courts, and parking areas must not be obstructed or encumbered or used for any other purpose than ingress and egress and parking.

No additions, awnings or other improvements or other projections shall be attached to the exterior walls of the buildings, without the written consent of the Board of Directors of the Association.

Common household dirt shall be collected inside of an Apartment and shall never be thrown from the premises to the common areas.

No building, fence or other structure shall be erected or placed on common grounds without written permission of the Board of Directors of the Association.

The Association shall reserve unto itself, its Successors, and Assigns, a perpetual easement over and under the ground to erect, maintain, and use electric and telephone poles, and other utility accessories, when necessary.

No trailer, tent, barn, treehouse or other similar outbuilding or structure shall be placed on any of the General Common Elements or Limited Common Elements, without Board approval excepting, however, such use otherwise aloud herein.

No private water wells may be drilled or maintained on any of the General or Limited Common Elements.

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No co-owner shall cause to be erected and antenna or satellite dish for television reception outside their residential apartment or within view of their apartment (residential or storage). Nothing contained herein shall prohibit an apartment co-owner or owner from constructing the same inside his apartment (residential or storage).

XIII.

USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SUBJECT TO RULES OF THE ASSOCIATION

The use of General Common Elements and Limited Common Elements by the co-owners of all Residential Apartments, and all other parties authorized to use the same, shall be at all times subject to reasonable rules and regulations as may be prescribed by the Association.

XIV.

MAINTENANCE AND REPAIR CONTRACTS

The Association may enter into a Management Agreement and/or maintenance and repair contracts for the convenience of the Residential Apartment owners. Expenses resulting from such contracts shall be pro-rated among the residential apartment owners or co-owners and be collected and paid monthly. The same shall be used for payment of water, sewer, ground maintenance, and minor repairs to the exterior units, maintenance of common elements, and any other expenses being necessary by the Association. This Regime fee which will be determined by the Board of Directors may be raised or lowered by the Association in accord with provisions hereinbelow stated.

XV.

BOARD OF DIRECTORS

The initial Board of Directors shall consist of six (6) co-owners chosen at the first annual meeting. The initial Board of Directors shall immediately upon taking office elect from their body two (2) members whom shall rotate or vacate off after the first year and shall elect from their body an additional two (2) members, which shall rotate or vacate office at the end of the second year and the remaining two (2) will serve for a three (3) year term. At the expiration of each year following the election of the original Board, the apartment owner or co-owners shall replace vacating Board members by election as provided for herein.

The Association shall indemnify every officer and director of the Board of Directors against any and all expenses, including attorneys fees, reasonably incurred or imposed upon any Officer or Director in connection with action, suit or other proceeding to which he may be a party by reason of being having been an Officer or Director of the Association, whether or not such person is an Officer or Director at the time such expenses are incurred. The Officers and Directors of the

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Association shall not be liable to the Association or the Apartment Owners for any mistake of law or judgment or negligence except for their own individual wilful gross misconduct, bad faith or breach of trust or embezzlement. The Officers and Directors of the Association shall have no personal liability except, however as provided in this paragraph. The Association shall obtain at the Association expense fidelity bond or insurance for each Officer of Board Member appointed herein while exercising the normal affairs of his office.

XVI
ALTERATIONS OR ADDITIONS TO GENERAL COMMON ELEMENTS
OR LIMITED COMMON ELEMENTS

There shall be no alterations or additions to the common elements except as authorized by the Board of Directors.

XVII
MAINTENANCE AND REPAIR OF EACH APARTMENT

Each Apartment co-owner agrees as follows:

A. To maintain in good condition his residential apartment and all interior surfaces within or surrounding his apartment such as walls, ceilings, and floors, whether or not part of the apartment or General Common Elements and the entire interior of his apartment, together with all fixtures and equipment therein, which shall include, but be not limited to, air-conditioning and heating units, inclusive of condenser, refrigerators, stoves, fans, hot water heaters, dish washers, and other appliances and drains, plumbing fixtures, and connections, sinks, plumbing, electric panels and wiring, electric outlets, together with interior doors, windows, screening and glass.

B. No co-owner shall make or cause to be made any structural addition or alteration to his apartment (residential or storage) or to the General Common Elements without prior consent of the Association in writing. No co-owner shall change existing colors of individual outside apartments (residential or storage) or colors then existing of the general common elements or limited common elements without prior written consent of the Association.

C. No co-owners shall erect signs, advertisements or notices of any type on the General Common Elements of this residential

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apartment and no co-owner shall erect any exterior antenna or other satellite or aerial matter, subject, however, to the commercial antennas which may be placed on premises by the Developer.

XVIII.

The Board of Directors from time to time shall have the absolute power to institute certain rules and regulations on behalf of the Association. It is to be understood and agreed that upon failure of owners or co-owners of apartments whether residential or storage to abide by regulations of the Board, that the Board shall have the right to enforce the rules and regulations by way of levy of a penalty against the owner or co-owner who shall not conform to active published regulations. The Board from time to time shall publish certain financial penalties to be levied as a result of failure of owners and co-owners to abide by Board regulations and the same shall be published in writing and made available for any person desiring a copy of the same. Any person receiving a penalty under the provisions of this paragraph shall have the right to request a hearing before the Board and the Board shall honor this request at a duly called monthly meeting, annual meeting or special meeting for the purpose of hearing any person that desires a hearing. Penalties shall not exceed One Hundred and No/100ths (\$100.00) Dollars for each violation. Any penalty assessed under the provisions herein, shall constitute an additional amount of money owed to the Regime Fee and Property Owners Association and shall be paid in accord with the provisions providing for payment of existing Regime Fees and Property Owners Association and any unpaid penalty shall become a lien as an unpaid Property Owner Assessment and shall obtain lien status regardless of recordation of the same, and shall be entered upon the books of the Homeowners Association as an unpaid lien and may be collected by the Homeowners Association in the same manner as Regime Fees are collected.

Otherwise, in the event the co-owner of a apartment (residential or storage) fails to maintain said apartment (residential or storage) or Limited Common Elements, as are required in this Master Deed, or shall violate the terms of this Master Deed in any way, the Association shall have the right to proceed in any Court of Competent Jurisdiction for injunctive relief together with any action for damages at law or equity against said co-owner and for the further right to use the recovery of said damages to restore the property to good condition and repair, and any co-owner violating the terms of this Master Deed agrees to pay any and all attorney's fees associated with the collection of the same, together with all costs associated therewith. Excepted from this paragraph shall be any responsibilities of a residential storage owner to maintain any improvements other than those published herein.

XIX.

MAINTENANCE AND REPAIR OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS BY ASSOCIATION

The Association, at its expense, shall be responsible for the maintenance, repair and

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replacement of all the General Common Elements and Limited Common Elements including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the General Common Elements and Limited Common Elements; should any incidental damages be caused to any apartment (residential or storage) of any work which may be done or caused to be done by the Association in the maintenance repair or replacement of any General Common Elements and Limited Common Elements, the said Association shall, at its expense, repair such incidental damage.

XX
PERSONAL LIABILITY

The co-owner of each Apartment (residential or storage) may, at his own expense, obtain insurance coverage for loss of damage to any furniture or furnishings of personal effects which may belong to such co-owner, and may further obtain insurance coverage against personal liability for injury to a trespassing or an invitee while on such co-owners premises or upon the General Common Elements or Limited Common Elements. The Association shall obtain insurance over all Limited and Common Elements and shall be responsible for assessment of a Regime fee sufficient to pay for the same. Said insurance to be obtained by the Association shall include hazard insurance, together with tort or negligence insurance for owners, co-owners or any other person or persons entering upon the premises. The owner or co-owner of the Residential or Storage Apartment shall have no personal liability for any damages caused by the Association in connection with the use of the General Common Elements or Limited Common Elements.

The insurance to be acquired by the Association shall be public liability and property damage insurance covering all the General Common Elements and Limited Common Elements and insuring the Association and the co-owners as their interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time.

The Board of Directors shall further obtain ALL RISK INSURANCE insuring all insurable improvements within the property, including personal property of the Regime, all policies covering Limited or General Elements shall be payable to the Association or to the co-owners or their mortgages as their interests may appear.

In the event of partial or total destruction of a co-owner's apartment (residential or storage), said co-owner agrees to appropriate all insurance proceeds toward the immediate repair and renovation or rebuilding of an apartment (residential or storage).

The Association (BOARD) shall meet at its annual meeting once a year and declare one insurance company and one insurance agency which shall insure all General and Limited Common Elements, together with the exterior of any and all Apartments (residential or storage), however, the interior of each Apartment (residential or storage) shall be insured by the co-owner or co-owners as the case may be, and the co-owner or co-owners are required and shall totally repair any loss whether

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partial or total and shall begin any such repair within sixty (60) days of damage, whether in receipt of insurance funds or not.

XXI.

ADDITIONAL REQUIREMENTS

When any co-owner desires to submit his Apartment (residential or storage) for sale to the Regime, the Regime shall call a special meeting by giving each owner thirty (30) days notice, and then in the event each owner of the Regime agrees at such special called meeting to purchase said Apartment (residential or storage), then additional funds shall be transferred to the Association or Regime in accord with their percentage of ownership for the purposes of the acquisition of aforesaid co-owner's offer to sell. In the event a quorum of co-owners are in attendance, and in the event all in attendance shall voice a unanimous opinion to purchase the same, then all co-owners shall be required to purchase in accord with the unanimous desire of all. A quorum shall consist of three-fourths of Apartment (residential or storage) co-owners. No dissenting co-owner shall be required to advance any cost for the purchase of the same.

XXII.

PLANS AND SPECIFICATIONS

Upon hazard loss any repair and restoration must be substantially in accordance with the plans and specifications for the original building and any changes shall be approved by the Board of Directors in writing.

XXIII.

SCOPE OF AUTHORITY

The Association or its property management group is herewith irrevocably appointed agent for each Apartment (residential or storage) co-owner for the purposes of comprising and settling claims arising under insurance policies, purchased by the Association, and to further handle all matters of rent on behalf of said co-owners, and to execute and deliver any releases upon collection of insurance proceeds. No property management group shall have this authority unless said authority is granted in writing by the Board of Directors by the Association.

XXIV.

WORKER'S COMPENSATION

The Association shall obtain Workers Compensation insurance to meet requirements of the laws of the State of South Carolina.

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XXV.
REGISTER

The Association shall at all times maintain a register setting forth the names of the owners or co-owners of all the Apartments (residential or storage), together with their assigns or successors.

XXVI.
ASSESSMENTS

The Association is given the authority to administer the operation and management of the Regime through assessments. The Association is herewith granted the right to make, levy, and collect assessments against the co-owners of all Apartments (residential or storage) on a monthly basis. In furtherance of this authority, the Association may make, levy and collect assessments to pay the costs and expenses of the operation of the Regime and the following provisions shall be operative and binding upon the co-owners of all Apartments (residential or storage):

A. All assessments levied shall be directly in proportion to the percentile of ownership as expressed on exhibits merged herein, the same which shall include but be not limited to co-owners residential units as well as other garages and structures to be developed by the Developer with the end result that all assessments shall be levied against co-owners of an apartment (residential or storage) as a class in accord with their percentile interest.

B. The assessment levied shall be payable in annual, quarterly, or monthly installments as the Association shall see fit.

C. The Board of Directors shall establish an annual budget one year in advance, and shall assess all assessments accordingly, however, the Developer shall establish the first annual budget for the year 1998.

D. Special assessments throughout the year upon demand may be levied by the Board of Directors when necessary. Board of Directors shall meet at least once a year on January 15th of each and every year, and at any other regularly scheduled times of meeting that they may see fit to establish and shall further be called into session by the Chairman of the Board of Directors at any given emergency situation upon twenty-four (24) hours telephone notice for purposes stated at said call. Any notice required hereto may be waived by signature of all members of Board of Directors.

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E. In furtherance of this authority, the Association may make levy and collect assessments and/or penalties or fines. Any co-owner failing to pay his proper assessment may be sued by the Association, and the Association among other rights acquired as a matter of law may have the additional right to place a Lis Pendens on record against said apartment (residential or storage) for assessments in arrears and said Lis Pendens may further be the end result of a foreclosure brought in a Court of competent jurisdiction for aforesaid assessment, and all persons failing to make payments on assessments timely as required herein, further agree to pay an attorney's fee of thirty (30%) percent for collection of the same, together with all costs of collection;

F. All co-owners of each Apartment (residential or storage) shall be personally liable jointly and severally as the case may be to the Association for the payment of all assessments whether regular or special.

G. All assessments in arrears shall be a lien upon each Apartment (residential or storage) and this lien shall be actual and constructive notice, whether of record or not and if recordation is elected, recordation shall be sufficient upon the recordation of a Lis Pendens in the Office of the Clerk of Court or the RMC Office of Anderson County. It is to be understood and agreed in connection with this paragraph that a bona fide purchaser in good faith is required to call the property manager prior to the acquisition of the subsequent title and inquire as to whether or not regime fees have been paid in full, up and until the point of title transition.

H. Once the Developer has assessed a general operating budget for the fiscal year, 1998, and once a regime fee has been established in accord with a co-owners interest published by exhibit herein, then this assessment shall be subject to change by the then existing Board of Directors on an annual basis at a meeting duly called for this specific purpose once per year, however the then existing Board of Directors shall be governed by a six (6%) percent raise in the regime fee, maximum raise in the regime fee and shall reserve the discretion not to raise regime fees at all, or to raise the regime fees up to six (6%) percent, but never under any conditions in excess of six (6%) percent on an annual basis. It is to be understood and agreed that any raise pursuant to the terms of this paragraph not exercised by the Board of Directors may be carried over to the next consecutive year and if not used the next consecutive year may be continued to be carried over

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and used at such time as necessary in the future.

I. The Developer shall be considered a co-owner of any apartment (residential or storage) under construction, however, shall not be assessed with a regime fee until any apartment (residential or storage) constructed by the Developer is habitable finished and completed according to Anderson County regulations of the Anderson County Tax Assessors Office.

J. A residential storage apartment owner may or may not have an annual vote in this election of the Board of Directors, depending on whether or not said apartment storage owner is also a residential apartment owner and if so shall have a residential apartment vote toward the same, however, a residential storage owner may not have an annual vote toward the selection of the Board of Directors or for any other purposes maintained herein unless said garage owner is also a residential apartment owner. Within thirty (30) days prior to the next annual meeting called for a purpose which shall include but be not limited to the establishment of Regime fee of all garage owners all apartment storage owners whether they are residential apartment owners or not shall prepare and submit to the then existing Board of Directors and annual budget for the maintenance of exterior of garages together with ingress and egress percentiles and the Board shall receive the same for consideration and shall not deny this budget arbitrarily and shall administer the budget so prepared less, however, a majority of the then existing Board of Directors rules that the budget shall be modified and in the event a modified budget is produced and returned to the apartment storage owners, then in the event that a majority of the apartment storage owners find the same to be arbitrary and not commensurate fair market value of maintenance, then the same shall in their discretion caused to be filed in an applicable judicial circuit (Anderson County) litigation designed to afford the fair market value of regime services for garages. Until a timely decision with regard to the same, that the Boards modify recommendation of budget shall go. In the event the Boards modified version of maintenance of garage storage facilities is reversed, changed or otherwise modified by the Court system, then any changes over and above the garage storage owners original proposal shall be returned. Garage storage owners shall have no right to attorneys fees or court costs with the bringing of this litigation.

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XXVII

No co-owner shall conduct any commercial business on regime property or in co-owners apartment or dwelling apartment (residential or storage) except, however, the right is reserved for a co-owner to conduct a commercial business by telephone without public ingress and egress on regime property. Said co-owner shall have the right to advertise his commercial business in telephone listing and newspapers of general circulation but shall never promote additional traffic on regime property.

XXVIII.AMENDMENT OF MASTER DEED

The Master Deed may only be amended at an annual meeting or a special called meeting in accord with terms herein and upon seventy-five (75%) percent of vote of all apartment or co-owners of apartments (residential or storage). All amendments shall be recorded in the Office of the Clerk of Court for this Anderson County. No amendments shall mitigate or take away any rights heretofore acquired by a financing institution. No provision herein shall affect the right of the Declarant or Developer to annex under provisions previously observed, or his right to vote as previously observed and published. In the event seventy-five (75%) percent of the owners or co-owners present a signed petition stating with specificity proposed changes to the Master Deed to the then existing President of the Board of Directors, then the signed petition shall automatically cause the Board of Directors to issue an amendment to the Master Deed and record the same in appropriate facilities immediately without a regular special called meeting.

XXIX.BY-LAWS

The operation of the property shall be governed by this Master Deed and by the applicable Board of Directors appointed according to the provisions of this Master Deed.

The Board of Directors shall reserve the right from time to time to prorogate certain rules and regulations with regard to the administration of the affairs of co-owners including but not limited to the assessment of fines for certain violations and shall further reserve the right in its sole discretion to provide for the expenses of maintenance, repair or necessary replacements in accord with the provisions contained herein.

No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded instrument to this Master Deed.

Every co-owner of an Apartment (residential or storage), whether he has acquired his ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be bound

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by the By-Laws of this Association, and by the provisions of this Master Deed.

PROPERTY OPERATION

The co-owner or co-owners of each Apartment (residential or storage) shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by any member of his family or by their guests, employees, agents or licensees, but only to the extent that such expenses are not met by the proceeds of insurance.

XXX. CONTINUING LIEN

All present or future owners, tenants, or other person or persons who might use the facilities of this Regime in any way, are subject to the provisions of this Master Deed and mere occupancy of any Apartment (residential or storage) regardless of the status of title shall submit one to coverage herein. It is to be understood and agreed that any purchaser taking title hereunder shall have the responsibility of contacting the Association Property Manager and inquiring with regard to delinquent or arrearage in a predecessors regime fee and/or penalty or fine and the existence of the same with the Property Manager shall constitute constructive notice to a consecutive purchaser whether the same is recorded by Lis Pendens or not.

XXXL DEVELOPER'S RIGHTS

Nothing contained herein shall restrict the right of the Developer to sell each and every unsold Apartment (residential or storage) they may own without any notice to the Regime, and the Developer shall further have an easement over all Elements, both Common and Limited, to Further its purposes of development. The Developer is considered a co-owner and shall have all voting privileges in accord with their status as a co-owner for any unsold Apartments (residential or storage).

XXXII. MASTER DEED BINDING UPON DEVELOPER, ITS SUCCESSORS AND ASSIGNS AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Master Deed are intended to and shall constitute covenants running with the land and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in General Common Elements and Limited Common Elements; this Master Deed shall be binding upon the Regime and its Association, its Successors and assigns, and upon all parties who may subsequently become owners of Apartments

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(residential or storage) in the Regime and their respective heirs and legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, Town & Country Construction, Inc., has caused these present to be executed this 26th day of February, 1998, and does herewith convey all right, title and interest in the above, together with all property previously published in Article I to Wexford Horizontal Property Regime, its successors and assigns forever.

In the presence of:

TOWN & COUNTRY CONSTRUCTION, INC.



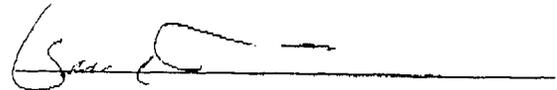
By: 
its: President



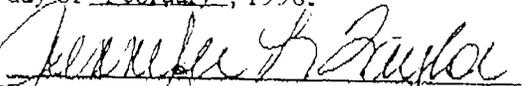
STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

)
) PROBATE
)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Town & Country Construction, Inc., sign, seal and as its act and deed deliver the within written Master Deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.



SWORN to before me this 26th day of February, 1998.


Notary Public for South Carolina
My Commission Expires 3/20/05

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