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MASTER DEED
OF
ONE COOL BLOW
HORIZONTAL PROPERTY REGIME

Charleston County
City of Charleston, South Carolina

MASTER DEED
OF
ONE COOL BLOW
HORIZONTAL PROPERTY REGIME
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TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Subject Matter</u>
"A"	Legal Description
"B"	Plot Plan (As-built Survey) and Surveyor's Certificate
"C"	Elevations, Floor Plans and Architect's Certificate
"D"	Schedule of Unit Values, Percentage Interests and Weighted Votes
"E"	Articles of Incorporation of One Cool Blow Condominium Association, Inc.
"F"	By-Laws of One Cool Blow Condominium Association, Inc.
"G"	General Descriptions of Residential Units and Commercial Units

**MASTER DEED OF
ONE COOL BLOW
HORIZONTAL PROPERTY REGIME**

THIS MASTER DEED ("*Master Deed*") is made by One Cool Blow, LLC, a South Carolina limited liability company (hereinafter called the "*Developer*"), having its principal place of business located at 51 Broad Street, Charleston, SC 29401.

W I T N E S S E T H

WHEREAS, Developer is the fee simple owner of that certain tract or parcel of land lying and being in Charleston County, South Carolina, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter called the "*Property*"); and

WHEREAS, Developer, is in the process of planning or constructing certain improvements on the Property as shown on the Plat and the Plans which are referenced in Article 3 hereof; and

WHEREAS, Developer has duly incorporated One Cool Blow Condominium Association, Inc. as a nonprofit membership corporation under the laws of the State of South Carolina; and

WHEREAS, the Developer desires to create a horizontal property regime and submit the Property to the condominium form of ownership pursuant to the provisions of the South Carolina Horizontal Property Act, South Carolina Code of Laws (1976), Section 27-31-10, et seq., as amended (the "*Act*"), as the same is in effect on the date hereof and the terms and conditions hereinafter set out.

NOW, THEREFORE, the Developer does hereby submit the Property to the condominium form of ownership pursuant to, subject to, and in accordance with the provisions of the Act and the terms and conditions hereinafter set forth.

ARTICLE 1: NAME

The name of the condominium is One Cool Blow Horizontal Property Regime (hereinafter referred to as the "*Condominium*").

ARTICLE 2: DEFINITIONS

The terms used in this Master Deed, the By-Laws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the South Carolina Nonprofit Corporation Act. Certain terms used in this Master Deed, the By-Laws, and the Articles of Incorporation shall be defined as follows:

2.1 "*Act*": The South Carolina Horizontal Property Act, South Carolina Code of Laws (1976), Sections 27-31-10, et seq., as amended from time to time.

2.2 "*Articles of Incorporation*" or "*Articles*": The Articles of Incorporation of One Cool Blow Condominium Association, Inc., filed with the Secretary of State of South Carolina, as amended from time to time. A copy of the initial Articles of Incorporation is attached to this Master Deed as Exhibit "E" and incorporated herein by this reference.

2.3 “*Association*”: One Cool Blow Condominium Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

2.4 “*Board of Directors*” or “*Board*”: The elected body responsible for management and operation of the Association as further described in the By-Laws.

2.5 “*Building(s)*”: The building structures and improvements erected on the Property. For City of Charleston permitting purposes, the Condominium contains one (1) building; however, within this Master Deed, the single building is referred to as three (3) separate structures: Building 100, Building 200, and Building 300, as shown on the Plans.

2.6 “*By-Laws*”: The By-Laws of One Cool Blow Condominium Association, Inc., attached to this Master Deed as Exhibit “F” and incorporated herein by this reference.

2.7 “*Common Element(s)*”: That portion of the property subject to this Master Deed which is not included within the boundaries of or deemed a portion of a Unit, as more particularly described in this Master Deed.

2.8 “*Common Expense(s)*”: The expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including, but not limited to (a) those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements, including the Limited Common Elements; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners; (c) expenses declared to be Common Expenses by the Act or Condominium Instruments, or by the Board of the Association, including, without limitation, master utility expenses such as water and sewer; and (d) reasonable reserves established for the payment of any of the foregoing.

2.9 “*Community-Wide Standard*”: The standard of conduct, maintenance, or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Board (as hereinafter defined).

2.10 “*Condominium*”: All that property described in Exhibit “A”, attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Master Deed, and such other property as may hereafter be submitted to the provisions of the Act by supplement or amendment to this Master Deed, together with all Buildings and improvements thereon, if any.

2.11 “*Condominium Instruments*”: This Master Deed and all exhibits to this Master Deed, including the By-Laws, the Articles of Incorporation, the rules and regulations of the Association, and the Plat and Plans, all as may be supplemented or amended from time to time.

2.12 “*Declarant*”: One Cool Blow, LLC, a South Carolina limited liability company, as well as any successors or assigns of Declarant to whom or which Declarant expressly has transferred by written instrument any or all of its rights as Declarant hereunder, all of which rights are assignable or may be apportioned on any reasonable basis, including, without limitation, on a per-Unit basis. The termination of the Development Period shall not terminate or alter the status of the above-referenced entity and its successors and/or assigns, as Declarant hereunder, or divest it of other rights specifically reserved to Declarant herein.

2.13 “*Development Period*”: That period of time extending from the date this Master Deed is filed for record in the Register of Mesne Conveyances Office of Charleston County, South Carolina, to and until the later of: (i) such time as Declarant ceases to own any Unit of the Condominium for the purpose of

marketing and sale to the public, or (ii) the expiration of Declarant's right to appoint the directors of the Association.

2.14 **"Eligible Mortgage(s)"**: The holder of a first Mortgage secured by a Unit in the Condominium who has requested notice of certain items as set forth in this Master Deed.

2.15 **"Index"**: The Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) (1982-84=100), U.S. City Average for "All Items" issued by the Bureau of Labor Statistics of the United States Department of Labor. Any reference to the "Index" in effect at a particular time shall mean the Index as then most recently published and/or announced. If the Index shall be converted to a different standard reference base or otherwise revised, any computation of the percentage increase in the Index shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice-Hall, Inc., or failing such publication, by any other nationally recognized publisher of similar statistical information as may be selected by the Association.

2.16 **"Limited Common Element(s)"**: A portion of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth in this Master Deed.

2.17 **"Mortgage"**: Any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation.

2.18 **"Mortgagee(s)"**: The holder of any Mortgage.

2.19 **"Occupant"**: Any person staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year, regardless of whether such Person is a tenant or the Owner of such Unit.

2.20 **"Owner" or "Unit Owner"**: Each record title holder of a Unit within the Condominium, but not including a Mortgagee.

2.21 **"Parking Spaces"**: Any parking space located on the Property.

2.22 **"Person"**: Any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

2.23 **"Total Eligible Association Vote"**: The total vote in the Association, less any votes that have been suspended pursuant to Sections 8.3 and 9.3.

2.24 **"Unit"**: That portion of the Condominium intended for individual ownership and use and for which a certificate of occupancy relating thereto has been issued, as more particularly described in this Master Deed, including the undivided ownership in the Common Elements assigned to the Unit by this Master Deed.

ARTICLE 3: LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS

The Condominium subject to this Master Deed and the Act is located in Charleston County, South Carolina, being more particularly described in Exhibit "A" attached to this Master Deed, which exhibit is specifically incorporated herein by this reference. An initial plat of survey relating to the Condominium is

attached hereto as, or referenced in Exhibit "B", which exhibits and plat are specifically incorporated herein by this reference (the "*Plat*"). Floor plans and elevations relating to the Condominium are also attached hereto as, or referenced in, Exhibit "C", which exhibit and plans are specifically incorporated herein by this reference (the "*Plans*"). The Declarant shall have the right to file additional plats and plans from time to time as necessary or appropriate to further describe the Condominium and Units, to correct any errors contained therein or to comply with the Act. The Plat and Plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

ARTICLE 4: UNITS AND BOUNDARIES

The Condominium will contain a total of fifty-eight (58) Units. The type, approximate size and location of each Unit is generally described on Exhibit "G" attached hereto and incorporated herein by reference, and more fully shown on the Plat attached to this Master Deed as Exhibit "B" and on the Plans attached to this Master Deed as Exhibit "C". As set forth on Exhibits "B", "C" and "G", six (6) of the Units have been designated "Commercial Units" and are intended for commercial or office use in accordance with the provisions of this Master Deed ("*Commercial Units*"). Except as otherwise provided herein to the contrary, the Commercial Units may also be used for residential and ancillary purposes as set forth in Article 13 below. The remaining fifty-two (52) Units have been designated "Residential Units" and are intended for residential and ancillary uses in accordance with the terms of this Master Deed ("*Residential Units*"). The Owner of each Unit shall also own, as an appurtenance to the ownership of the Unit, a percentage of undivided interest in the Common Elements as shown on Exhibit "D" attached to this Master Deed and incorporated herein by this reference. The square footage of each Unit is based upon the square footage as determined by a South Carolina licensed architect, which square footage may or may not be the exact square footage of the Unit. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. Each Unit in Building 100 and Building 300 is designated for the purpose of any conveyance, lease or other instrument affecting the title thereof by a three digit number: the first digit of which designates the specific Building containing the particular Unit, the second digit of which designates the specific floor within such Building, and the third digit of which designates the particular Unit on such floor. For example, Unit 341 is the first Unit on the forth floor of Building 300. Building 200 contains two (2) Units: (i) Unit 201, located on the second and third floors, and (ii) Unit 202, located on the forth and fifth floors. The Units are depicted on the Plats and Plans. Each Unit includes that part of the structure which lies within the following boundaries:

4.1 Horizontal (Upper and Lower) Boundaries. The horizontal boundaries of each Unit shall be the planes formed by the unfinished interior surfaces of the floors and ceilings of the Unit.

To the extent that any chutes, flues, ducts, conduits, wires, load bearing walls, load bearing columns, or any other apparatus lies partially inside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit; all portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed, or of a Unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the Building in which the Unit was located, and regardless of minor variance between the boundaries shown on the Plans or in a deed and those of the Unit.

The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association. Every portion of a Unit and all

Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

4.2 Vertical Boundaries. The perimetrical or vertical boundaries of each Unit shall be the planes formed by the unfinished interior surfaces of the demising and/or load bearing walls of the Unit. Entry doors, exterior doors and exterior glass surfaces, including but not limited to glass windows, glass doors or other exterior doors, serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of such system located outside the boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit shall be part of the Unit. Exterior door frames and window frames shall be part of the Common Elements.

ARTICLE 5: COMMON ELEMENTS

The Common Elements consist of all portions of the Condominium except the portions thereof which constitute Units, and shall include, without limitation, all parts of the Buildings or any facilities, improvements, and fixtures located within a Unit which are or may be necessary or convenient to the support existence, use, occupation, operation, maintenance, repair or safety of the Buildings, or any part thereof or any other Unit therein. Ownership of the Common Elements shall be by the Unit Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit shall be as set forth in Exhibit "D".

Such percentages of undivided interest may otherwise be altered only by the consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Master Deed. The percentage of undivided interest of each Owner in the Common Elements is appurtenant to the Unit owned by the Owner and may not be separated from the Unit to which it appertains, and such appurtenance shall be deemed to be conveyed, encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit.

5.1 Identification of Certain Common Elements. The Common Elements shall include, but shall not be limited to, the following:

(a) The land on which any Buildings are located together with all of the other real property described on Exhibit "A".

(b) The foundations, columns, girders, beams, supports, main walls and roofs, including, without limitation, the green roof areas.

(c) All entrances, exits, vestibules, halls, corridors, lobbies, lounges, stairways, elevator(s), storage and mechanical rooms, and fire escapes, if any, not within any Unit, and all fixtures and decorations in common areas.

(d) The sprinkler systems, yards, shrubs, exterior lights, fire alarms, fire hoses, signs and storm drainage systems.

(e) The exterior patios, deck areas, courtyards, balconies, fireplaces, doors and windows (subject to reservation for individual Owner use as Limited Common Elements, as hereinafter defined and provided).

(f) All equipment, piping, conduits and the compartments for installations of central services such as power, light, telephone, television, water, sewer and the like, except for such items serving only the Unit in which they are located.

(g) All fencing (including the security fence surrounding the Condominium), driveways, parking areas, Parking Spaces, curbs, gutters, and all paved areas, some of which may be assigned as Limited Common Elements and subject to such reservations as may be established by Declarant in the first instance and reservations as may be established by the Association thereafter.

(h) In general, all devices or installations existing for common use, including, without limitation, the recycling center, trash receptacles, bike racks and mail kiosk.

(i) All other elements of the Condominium of common use or necessary to its existence, upkeep and safety.

(j) All areas designated as Common Elements on the Plans and Plat.

(k) Those areas and things within the definition of "Common Elements" as set forth in the Act.

The Common Elements shall remain undivided, and no Owner, Occupant or any other Person shall have the right to bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements, or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners. Each Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from the Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Master Deed. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

5.2 Reservation by Declarant The Declarant hereby reserves, for the benefit of Declarant, its successors and assigns, during the Development Period a non-exclusive easement over, across, and under the Common Elements for the maintenance of sales and leasing offices, signs, and the reasonable use of the Common Elements for sales, leasing, marketing, and construction purposes, including, without limitation, access, ingress and egress across, over and under the Common Elements for the purpose of further improving the Property or the Condominium and for purposes of marketing, leasing and sales of the Condominium. The Declarant reserves, for the benefit of Declarant, its successors and assigns, the right to use any unsold Unit as a "model unit" and/or "leasing/sales office" for purposes of marketing, leasing, and sales, of any portion of the Property or the Condominium. The Declarant further reserves, for the benefit of Declarant, its successors and assigns, such easements on, across and over the Common Elements as shall be reasonably necessary for the exercise of any of the rights reserved in this Master Deed, or as may be reasonably necessary in the discharge of any obligations imposed on Declarant by this Master Deed or under the Act, such easements to include, without limitation, easements for ingress, egress and regress over private roads and streets now or hereafter constructed on the Common Elements and easements for drainage and for the use of all utility lines, fixtures and/or their connections located within the Common Elements. The Declarant further reserves, for the benefit of Declarant, its successors and assigns, such easements on, across and over the Common Elements as shall be reasonably necessary to develop a separate condominium or condominiums on certain property located adjacent to the Property.

(a) In addition, Declarant hereby reserves a non-exclusive easement over, on and through the Condominium including the Units, the Common Elements, and Limited Common Elements for itself and its duly authorized contractors, subcontractors, representatives, agents and assigns, to inspect, examine, survey, make repairs to, photograph and perform such tests, inspections, studies or other evaluations of the Condominium as Declarant and its agents, employees or contractors, or others may deem necessary in conjunction with Declarant's review of construction conditions on the Condominium or a request to evaluate and/or repair a construction defect in the Condominium. The foregoing easement shall expire upon the occurrence of the later of the following events: (i) the date upon which Declarant no longer owns any Unit; (ii) the date upon which the Development Period expires; or (iii) ten (10) years after the date on which this Declaration is recorded in the Official Records. To the extent that damage is inflicted on the Common Elements, Limited Common Elements, or on any Unit through which access is taken in accordance with this Section 5.2(a), Declarant, whether by itself or through agents, employees, contractors or others, shall be liable for the prompt repair thereof.

5.3 LIMITED WARRANTY FROM DECLARANT. FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY BY THE CITY OF CHARLESTON FOR THE PROJECT, DECLARANT OR ITS CONTRACTOR WILL, AT NO COST TO THE ASSOCIATION OR ANY UNIT OWNER, REPAIR OR REPLACE (AT THEIR SOLE OPTION) DEFECTS IN THE STRUCTURAL ELEMENTS OF ANY PORTION OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, EXCEPT FIXTURES, FURNITURE, ACCESSORIES, AND APPLIANCES COVERED BY A WARRANTY OF MANUFACTURERS AND DEALERS. THE LIABILITY OF THE DECLARANT IS EXPRESSLY LIMITED TO SUCH REPAIRS OR REPLACEMENT, AND DECLARANT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, NO WARRANTY OF HABITABILITY NOR FITNESS FOR PURPOSE), OTHER THAN THE EXPRESS WARRANTY OF TITLE CONTAINED HEREIN.

ARTICLE 6: LIMITED COMMON ELEMENTS

6.1 Designation. The Limited Common Elements and the Unit(s) to which they are assigned are:

(a) to the extent that a deck, patio, porch or balcony, together with any enclosure therefor, serving a Unit is not within the boundaries of the Unit, the deck, patio, porch or balcony which is appurtenant to a Unit is assigned as a Limited Common Element to the Unit having direct access to such deck, patio, porch or balcony, including, without limitation, the rooftop porches assigned to the rooftop Units;

(b) the doorsteps or stoops leading as access to a deck, patio, porch or balcony are assigned as Limited Common Elements to the Unit to which the deck, patio, porch or balcony is assigned;

(c) the entrance foyer to the Units are assigned as Limited Common Elements to each such respective Unit;

(d) the portion of the Common Elements on which there is located any portion of the mechanical, electrical, air conditioning or heating system exclusively serving a particular Unit or Units is assigned as a Limited Common Element to the Unit(s) so served, together with all such mechanical, electrical, air conditioning or heating systems located therein;

(e) any electric meter which serves only one (1) Unit is assigned as a Limited Common Element to the Unit so served;

(f) the entrance area, conference area, stairs and elevator in Building 200 are assigned as Limited Common Elements to Units 201 and 202; and

(g) each Unit is assigned one (1) mailbox which will be located in a mailbox area of the Condominium.

ARTICLE 7: ASSOCIATION MEMBERSHIP AND ALLOCATIONS

7.1 Membership. All Owners, by virtue of their ownership of an interest in a Unit, excluding Persons holding such interest under a Mortgage, are members of the Association and, except as otherwise provided herein or in the By-Laws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to this Master Deed and the Act and in accordance with the By-Laws. If there are conflicts between the provisions of South Carolina law, this Master Deed, the By-Laws, and the Articles of Incorporation, then the provisions of South Carolina law, this Master Deed, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

7.2 Votes. Subject to the provisions of the Condominium Instruments, each Owner shall be entitled to cast one (1) weighted vote for each Unit in which such Owner holds the interest required for membership, which vote will be appurtenant to such Unit. Each vote shall be weighted in accordance with the percentage of undivided interest in the Common Elements attributable to each Unit, as shown on Exhibit "D" attached hereto and by reference incorporated herein. For example, the Owner of Unit 121 is entitled to a weighted vote equaling four percent (4%), and the Owner of Unit 123 is entitled to a weighted vote equaling one percent (1%), etc. No votes may be split; each Owner must vote his/her/its entire weighted vote on each matter to be voted on by the Owners. The total votes for the entire Condominium shall equal one hundred percent (100%) at all times. Any action that may be taken pursuant to a vote of the membership at a duly called meeting of the members may also be taken after having obtained the written consents of fifty-one percent (51%) of Total Eligible Association Vote (or any larger percentage otherwise specified for such action) by ballots mailed or otherwise delivered to the members and returned to the Association, after written notice of the proposed consent or action is provided to all of the members.

7.3 Allocation of Liability for Common Expenses. Except as otherwise provided herein, each Unit is hereby allocated liability for Common Expenses apportioned in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit, as shown on Exhibit "D".

(a) Except as provided below, or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the allocation of liability for Common Expenses described above.

(b) The Board of Directors shall have the power to assess specifically pursuant to this Section as in its discretion it deems appropriate. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the right to exercise authority under this Section in the future with respect to any expenses, including an expense for which the Board of Directors has not previously exercised its authority under this Section.

(i) Any Common Expenses benefiting less than all of the Units, or significantly disproportionately benefiting all Units, may be specifically assessed equitably among all of the Units which are benefited according to the benefit received.

(ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units, or by the Occupant(s), licensees or invitees of any such Unit or Units, may be specifically assessed against such Unit or Units.

(iii) No Common Expenses shall be disproportionately allocated to the Commercial Units solely by reason of their proposed and actual commercial or office use.

For purposes of subsection (b) of this Section, non-use shall constitute a benefit to less than all Units, or a significant disproportionate benefit among all Units, only when such non-use results in an identifiable, calculable reduction in cost to the Association.

7.4 Unit and Property Values. The "Schedule of Unit Values, Percentage Interests and Weighted Votes" contained in Exhibit "D" shows the assigned value of each Unit as of the date of this Master Deed and the respective percentage of undivided interest in the Common Elements attributable to each Unit, as required by Section 27-31-60 of the Act. The value of the Condominium, for the sole purpose of Section 27-31-60 of the Act, is equal to the total value of all Units, which includes the value of the appurtenant percentage of undivided interests in the Common Elements and Limited Common Elements. The statutory values are not intended to coincide with fair market values, and are used solely for the statutory purposes indicated in Section 27-31-60 of the Act.

ARTICLE 8: ASSOCIATION RIGHTS AND RESTRICTIONS

The Association shall have all of the rights set forth in this article in addition to, and not in limitation of, all other rights it may have pursuant to South Carolina law and this Master Deed.

8.1 Right of Entry. The Association shall have the right to enter into Units for maintenance, emergency, security or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. For purposes of this Section, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or utility break leak, fire, strong foul odor, obvious insect infestation, or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this Section shall be liable for trespass or damages, or in any other manner, by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist.

8.2 Rules and Regulations. The Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements, and Common Elements; provided, however, that during the Development Period, all such rules must first be approved by Declarant, and Declarant shall have the exclusive right to promulgate rules and regulations governing the Parking Spaces.

8.3 Right of Enforcement. The Association shall have the right to enforce use restrictions, provisions of the Master Deed and By-Laws, and rules and regulations (including any which may be promulgated by Declarant pertaining to the use of the Parking Spaces) by the imposition of reasonable monetary fines and suspension of the use of the Common Elements and voting privileges. In addition, the Declarant, during the Development Period, and thereafter the Association, may enforce rules and regulations governing the use of the Parking Spaces by towing at the expense of the vehicle's owner. These

powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules and regulations of the Association. Any fines imposed in accordance with this Section 8.3 shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments. In addition, the Association, by contract or other agreement, may enforce county, state, and federal ordinances, if applicable, and permit local and other governments to enforce ordinances on the Condominium for the benefit of the Association and its members.

8.4 Permits, Licenses, Easements, etc. The Association shall have the right to grant permits, licenses, utility easements and other easements (including, but not limited to, drainage and storm water easements) over, through and under the Common Elements without a vote of the Owners; provided, however, that during the Development Period, the Association may not take such action without the prior consent and approval of the Declarant, and provided further that no such grant shall cause the Condominium or any Unit to fail to comply with applicable zoning and other ordinances or unreasonably interfere with or obstruct utility service to, or drainage and support of, any Unit or the Common Elements, or ingress or egress to and from any Unit or the remaining Common Elements.

8.5 Rights of Maintenance. The Association shall have the right to control, manage, operate, maintain, improve and replace all portions of the Condominium for which the Association is assigned maintenance responsibility under this Master Deed; provided, however, during the Development Period, the Association may not remove, modify or make new improvements to the Common Elements without the prior consent and approval of the Declarant.

The Association, acting through its Board of Directors, has the right and authority to collect security deposits in reasonable amounts, as determined by the Board of Directors in its sole discretion, to protect against any damage to the Condominium, including, without limitation, damage resulting from: moving in or out of a Unit; the transportation and use of construction materials in the Condominium; and the alteration, modification, or addition to a Unit and/or any Limited Common Element appurtenant thereto. Costs for repair of such damage may be deductible from the security deposit, and any additional expenses may be specifically assessed against the Unit under Section 9.6 below.

In addition, the Association, acting through its Board of Directors, has the right and authority to approve contractors or subcontractors, who have access to the Condominium for the purpose of making repairs or improvements to Units, based on rules and regulations promulgated and adopted by the Board which may include, without limitation: financial stability of the contractors and/or subcontractors; history of compliance with the Condominium Instruments and rules and regulations of the Association; and other factors that may be reflective of quality and ability. The Board may also impose insurance requirements and collect other non-refundable fees for use of the trash receptacle.

8.6 Property Rights. The Association shall have the right to acquire, hold, and dispose of tangible and intangible personal property and real property; provided, however, that during the Development Period, the Association may not acquire or dispose of real property without the consent and approval of the Declarant, and provided, further, that no such disposal of real property shall cause the Condominium or any Unit to fail to comply with applicable zoning and other ordinances or unreasonably interfere with or obstruct utility service to, or drainage and support of, any Unit or the Common Elements, or ingress or egress to and from any Unit or the Common Elements.

8.7 Casualty Loss. The Association shall have the right to deal with the Condominium in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Master Deed.

8.8 Governmental Entities. The Association shall have the right to represent the Owners in dealing with governmental entities.

8.9 Common Elements. The Association shall have the right to temporarily close any portion of the Common Elements for emergency, security, safety purposes or for any such other reasonable purpose as determined in the sole discretion of the Board, with no prior notice of such closing to the Owners, for a period not to exceed one (1) year; provided, however, during the Development Period, the Association may not take such action without the prior consent and approval of the Declarant (except for a temporary closure in cases of emergencies), and provided further that no such closure shall cause the Condominium or any Unit to fail to comply with applicable zoning and other ordinances or unreasonably interfere with or obstruct utility service to, or drainage and support of, any Unit or the Common Elements, or ingress or egress to and from any Unit or the remaining Common Elements. Furthermore, the Association shall have the right to permanently close any portion of the Common Elements (excluding Limited Common Elements) upon thirty (30) days prior notice to all Owners: provided, however, during the Development Period, the Association may not take such action without the prior consent and approval of the Declarant, and provided further that no such closure shall cause the Condominium or any Unit to fail to comply with applicable zoning and other ordinances or unreasonably interfere with or obstruct utility service to, or drainage and support of, any Unit or the Common Elements, or ingress or egress to and from any Unit or the remaining Common Elements. Any portion of the Common Elements which has been permanently closed may be reopened by action of the Board or by the vote of the Owners holding a majority of the votes cast at a duly called special or annual meeting.

ARTICLE 9: ASSESSMENTS

9.1 Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Condominium, including, but not limited to, expenses incurred for landscaping, maintenance, security, repairs, Common Element maintenance, administration, supplies, professional services, utilities, garbage service, insurance and other expenses as may be more specifically authorized from time to time by the Board of Directors. Separate meters will not be available to the various Units for certain utilities, including, without limitation, water and sewer, and such utilities are deemed part of the Common Expenses. Each Owner, by acceptance of a deed to a Unit, acknowledges that applicable governmental requirements and restrictions only permit one water and sewer tap for the Condominium. Accordingly, the Association will receive a master water and sewer bill for the Condominium, which master bill will be shared among all of the Owners of Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to the various Units.

All monies collected by the Association shall be treated as the separate property of the Association, and as monies for any assessments and other charges are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the Owners and Occupants of Units in the Condominium, no Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his/her/its membership interest therein, except as an appurtenance to his/her/its Unit. When an Owner shall cease to be a member of the Association by reason of his/her/its divestment of ownership of his/her/its Unit, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Condominium.

9.2 Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments; and (iii) specific assessments, all as herein provided. All such assessments, together with late charges, interest, costs, reasonable attorney's fees actually incurred, and, if the Board of Directors so elects, rents in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior; and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages are foreclosed under South Carolina law.

Such amounts shall also be the personal obligation of each Person who was the Owner of such Unit at the time when the assessment fell due and may be collected in the same manner as other debts or liens are collected under South Carolina law. Each Owner and each successor-in-title to the Unit shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, annual assessments shall be paid in equal monthly installments due and payable without demand or notice therefor on the first (1st) day of each calendar month. No Owner may exempt such Owner from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, abandonment of the Unit, a dispute arising from the Association's performance of its duties, the Association's failure to perform its obligations required under this Master Deed, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act. Pursuant to Section 27-31-200 of the Act, upon the conveyance of a Unit, all unpaid assessments against a Unit shall first be paid out of the sales price of such Unit or by the acquirer of such Unit over any other charges or assessments of whatever nature, except as provided in the Act.

9.3 Delinquent Assessments. All assessments and related charges not paid on or before the first (1st) day of the calendar month when due shall be delinquent, and the Owner shall be in default.

(a) If any monthly installment of annual assessments or any part thereof is not paid in full on or before the fifth (5th) day of the calendar month when due, or if any other charge is not paid when due, a late charge equal to the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by South Carolina law, may be imposed without further notice or warning to the delinquent Owner, and interest at the highest rate as permitted by the Act and adopted by resolution of the Board of Directors shall accrue from the due date.

(b) If part payment of assessments and related charges is made, the amount received shall be applied in the following order, and no restrictive language on any check or draft shall be effective to change the order of application:

(i) respectively, to any unpaid late charges, interest charges, and specific assessments (including, but not limited to, fines) in the order of their coming due;

(ii) to costs of collection, including reasonable attorney's fees actually incurred by the Association; and

(iii) to any unpaid installments of the annual assessment or special assessments in the order of their coming due.

(c) If assessments, fines or other charges or any part thereof due from an Owner are not paid when due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of the Owner's unpaid installments of the annual assessment and any special assessment. If an Owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board of Directors may then accelerate and declare immediately due all installments of the annual assessment and any special assessment without any further notice being given to the delinquent Owner. Upon acceleration, the delinquent Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(d) If assessments and other charges, or any part thereof, remain unpaid more than thirty (30) days after first becoming delinquent, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Master Deed, the By-Laws, the Act and South Carolina law, and may suspend the Owner's and/or Occupant's right to vote and/or to use the Common Elements; provided, however, the Board of Directors may not limit ingress or egress to or from the Unit.

9.4 Computation of Operating Budget and Assessment. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare and adopt a budget covering the estimated costs of operating the Condominium during the coming year. Such budget shall project all Common Expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves if deemed appropriate by the Board. The Board shall cause the budget and notice of the assessments to be levied against each Unit for the following year to be delivered to each member at least thirty (30) days prior to the end of the Association's fiscal year as set forth in the By-Laws. The budget adopted by the Board and the assessments established pursuant to the budget shall become effective without further action by the Board or the members of the Association if the annual assessment amount established does not exceed the annual assessment amount levied in the prior fiscal year by more than six percent (6%). If the annual assessment amount established by the Board pursuant to the budget exceeds the annual assessment amount levied in the prior fiscal year by more than six percent (6%), the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the budget or summary to the Owners. There shall be no requirement that a quorum be present at the meeting. The budget and the annual assessment amount established pursuant to the budget are deemed ratified unless at the meeting the budget is rejected by a vote of at least fifty-one percent (51%) of the Total Eligible Association Vote and the Declarant (during the Development Period). In the event the Board fails to adopt a budget, fails to call a meeting for the ratification of a budget requiring ratification, or a budget requiring ratification is rejected, the annual budget last in effect shall be continued until such time as a subsequent budget is adopted by the Board, and if required pursuant to this Section 9.4, ratified by the members of the Association. The amount of annual assessments to be levied against each Unit shall be equal to the amount obtained by multiplying the amount of annual Common Expenses expressed in the Association's last ratified budget by the percentage of allocated interest in the Common Elements assigned to such Unit. In addition, Common Expenses reasonably determined by the Board to have been incurred on behalf of or for the benefit of fewer than all Units may be assess solely against the Unit(s) so benefited and the Owner(s) thereof.

The Board may adopt a revised budget and adjust annual assessments from time to time during the year, subject to the provisions of the foregoing paragraph requiring that assessment increases in excess of six percent (6%) in any fiscal year must be ratified by the members and the Declarant (during the Development Period). The revised budget and assessment amount shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof.

9.5 Special Assessments. In addition to the annual assessment provided for in this Article, the Board of Directors may, at any time and in addition to any other rights it may have, call for a special assessment against all Owners as it shall deem appropriate in its sole discretion. Notice of any such special assessment shall be sent to all Owners prior to becoming effective. Any such special assessment shall become effective unless disapproved at a duly called and constituted meeting of the Association by a vote of at least fifty-one percent (51%) of the Total Eligible Association Vote; provided, however, if a quorum is not obtained at such meeting, the special assessment shall become effective even though a vote to disapprove the special assessment could not be called at the meeting. Notwithstanding the above, during the Development Period, all special assessments must be approved and consented to by Declarant prior to becoming effective.

9.6 Specific Assessments. The Board shall have the power to specifically assess expenses of the Association against any Unit(s) (a) receiving benefits, items, or services not provided to all Units within the Condominium that are incurred upon request of the Owner(s) for specific items or services relating to the Unit(s) or (b) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees, or guests. No expenses shall be disproportionately allocated to the Commercial Units solely by reason of their proposed and/or actual commercial or office use. The Association may also levy or specifically assess any Unit to reimburse the Association for costs incurred in bringing the Unit into compliance with the provisions of the Master Deed, any applicable supplemental master deed, the Articles, the By-Laws, or any rules and regulations, provided the Board gives prior notice to the Owner and an opportunity for a hearing. During the Development Period, all such assessments must be consented to by Declarant prior to becoming effective.

9.7 Capital Budget and Contribution. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to meet the projected capital needs of the Association, as shown on the capital budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessments as provided in Section 9.4 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Notwithstanding any other provisions of this Master Deed, during the time in which the Declarant appoints the directors and officers pursuant to this Master Deed and the By-Laws, the Declarant (a) may collect a non-refundable contribution to the capital fund of the Association from the initial purchaser of each Unit in the amount of two (2) months of the general assessments (in addition to those amounts set forth in Section 9.10), and (b) shall not be required to prepare a capital budget, set any other capital contribution, or otherwise collect or contribute any amounts for capital reserves. Any capital contribution collected by the Declarant shall not be collected against a Mortgagee which takes title to a Unit pursuant to foreclosure. Any increase in insurance premiums paid by the Association for casualty or liability insurance that result solely from the commercial or office use of the Commercial Units shall be assessed against all of the Commercial Units.

Notwithstanding anything to the contrary in this Master Deed, Declarant shall have no obligation to fund capital replacement, capital repairs, capital additions or reserves of any kind. Any capital replacements, capital repairs or additions may be funded through reserves which may be collected, special assessments, contributions to capital or, at Declarant's option, advances made by Declarant which shall be refunded to Declarant at the expiration of the Development Period, either by cash payment, or pursuant to a promissory note given by the Association to Declarant on terms and conditions established by Declarant consistent with terms which Declarant believes could be obtained by the Association from a financial institution.

9.8 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to a Unit on the date on which such Unit is conveyed to a Person other than the Declarant. Until such time, the Declarant shall be responsible for all costs incurred by the Association with respect to the unsold Units, including without limitation the costs of any insurance maintained by the Association on such Units or the Buildings in which they are located. The first annual assessment levied on each Unit shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence as to a Unit. From the first month after the time assessments commence as to a Unit, and continuing thereafter, the monthly installments of the annual assessment shall be due and payable in accordance with the terms of this Article 9. Notwithstanding any other provisions of this Master Deed, during the Development Period, Declarant shall not have any obligation to pay assessments on Units which it owns, whether such Units are original inventory or have been reacquired by Declarant.

9.9 Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within ten (10) days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

9.10 Capitalization of Association. Upon acquisition of record title to a Unit by the first Owner thereof other than the Declarant (or Declarant's Mortgagee), and, if the Board of Directors so determines in its sole discretion, upon acquisition of record title to a Unit by any subsequent Owner, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to two (2) months of the general assessments. This amount shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. The working capital fund shall be maintained by the Association as a segregated fund. The Association may use the funds to cover operating expenses and other expenses incurred by the Association pursuant to this Master Deed and the By-Laws. The working capital contribution set forth herein is in addition to the capital contribution set forth in Section 9.7 of this Article.

9.11 Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Subject to the limitations and restrictions set forth in the Articles of Incorporation, any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, either be distributed to the Owners or credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's reserve account.

9.12 Restriction on Expense of Litigation. Notwithstanding any contrary provision contained in this Master Deed, in no event may the Association commence any action or proceeding in which the estimated cost of legal fees exceeds Seven Thousand and No/100 Dollars (\$7,000.00) against any Person seeking equitable relief, or seeking either an unspecified amount of damages or damages in excess of Twenty-Five Thousand and No/100 Dollars (\$25,000), unless the following conditions are satisfied: (a) the decision to commence such action or proceeding shall be taken at an annual or special meeting of the Association; (b) a budget for such litigation, including all fees and costs assuming trial and all potential appeals, shall have been prepared by the attorneys who will be engaged by the Association for such purpose, and shall have been mailed or delivered to all Owners and posted at the principal office of the Association at least thirty (30) days prior to such meeting; and (c) at such meeting, Owners representing an aggregate ownership interest of seventy-five percent (75%) of the Total Eligible Association Vote shall

approve the decision to commence and the proposed budget for such action or proceeding, and shall concurrently approve the imposition of a special assessment to fund the costs of such action or proceeding in accordance with the approved budget. The Association shall be authorized to expend funds for such proceeding in excess of the amount contemplated by the approved budget only after an amended budget has been approved in accordance with the procedures specified in the foregoing subparts (a), (b) and (c). The procedural requirements set forth in this Section 9.12, however, shall not apply to any action to collect or otherwise enforce assessments and any related fines, late charges, penalties, interest, costs and/or expenses, including reasonable attorneys' fees, in an amount of Twenty-Five Thousand and No/100 Dollars (\$25,000) or less, or any such action where the estimated cost of legal fees is less than Seven Thousand and No/100 Dollars (\$7,000). All of the costs and expenses of any action or proceeding requiring the approval of the Owners in accordance with this Section shall be funded by means of a special assessment pursuant to Section 9.5, and in no event may the Association use reserve funds or contingency funds, reallocate previously budgeted operating funds, or incur any indebtedness in order to pay any costs and/or expenses incurred for such purpose. Further, if the Association commences any action or proceeding against a particular Owner or Owners requiring the approval of the Owners in accordance with the foregoing, the Owner(s) against whom suit is being considered shall not be entitled to vote on such approval and shall be exempted from the obligation to pay the special assessment(s) levied in order to pay the costs and/or expenses of such action or proceeding. The monetary thresholds stated in this Section 9.12 shall increase by the greater of three percent (3%) or the CPI Index each year on the anniversary of filing this Master Deed. The provisions of this Section 9.12 cannot be amended without the approval of at least seventy-five percent (75%) of the Total Eligible Association Vote and the approval of the Declarant (during the Development Period).

ARTICLE 10: INSURANCE

10.1 Insurance. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by law and as required herein. All such insurance coverage shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any. It shall be the duty of the Board of Directors at least once each year to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association. Such insurance shall run to the benefit of the Association, the respective Unit Owners, and their respective Mortgagees, as their interests may appear.

(a) To the extent reasonably available at reasonable cost, the Association's insurance policy may cover any of the following types of property contained within a Unit, regardless of ownership:

- (i) fixtures, improvements and alterations that are part of the Buildings or structure; and
- (ii) appliances which become fixtures, including built-in refrigerators and ventilating, cooking, dishwashing, housekeeping or security appliances.

If such insurance is not reasonably available, the Association, after notice to the Owners, may obtain insurance that excludes the finished surfaces of perimeter and partition walls, floors, and ceilings within the Units (i.e., paint, wallpaper, paneling, other wall covering, tile, carpet and any floor covering; provided, however, floor covering does not mean unfinished hardwood or unfinished parquet flooring). Each Owner shall have the right to obtain additional coverage for such improvements, betterments, or personal property at his/her/its own expense. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement costs.

(b) The Board of Directors shall utilize every reasonable effort to secure a master policy covering physical damage in an amount equal to full replacement costs of all improvements located on the Condominium which shall provide the following:

(i) that the insurer waives its rights of subrogation of any claims against the Board of Directors, officers of the Association, the individual Owners, and their respective household members;

(ii) that the master policy on the Condominium cannot be canceled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or the managing agent without a prior demand in writing delivered to the Association and to all Mortgagees of Units to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured;

(iii) that any "no other insurance" clause contained in the master policy shall expressly exclude individual Unit Owners' policies from its operation;

(iv) that until the expiration of ten (10) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;

(v) that the master policy may not be canceled or substantially modified without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagees of Units;

(vi) a construction code endorsement;

(vii) an agreed value endorsement and an inflation guard endorsement; and

(viii) that the deductible amount per occurrence shall not exceed such amount as determined by the Board.

(c) All policies of insurance shall be written with a company licensed to do business in the State of South Carolina and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the best rating available. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

(d) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses shall be prohibited from participating in the settlement negotiations, if any, related thereto.

(e) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees. Each Owner shall notify the Board of all structural improvements made by the Owner to his/her/its Unit. Any Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterment's made by such Owner and the personal property of such Owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is canceled.

(f) In addition to the insurance required herein above, the Board shall obtain as a Common Expense:

(i) worker's compensation insurance, if and to the extent necessary to meet the requirements of law;

(ii) public liability and officers' and directors' liability insurance in such amounts as the Board may determine, but in no event less than One Million Dollars (\$1,000,000) per occurrence (such insurance shall contain a cross liability endorsement);

(iii) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount which in the best business judgment of the Board of Directors reflects the estimated maximum amount of funds, including reserve funds, in the custody of the Association at any time during the term of the bond, but not less than two (2) months aggregate assessments plus reserves on hand as of the beginning of the fiscal year, and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (1) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which the funds are deposited sends copies of the bank statements directly to the Association; (2) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (3) two (2) members of the Board of Directors must sign any check written on the reserve account;

(iv) flood insurance, to the extent that it is required by law or the Board determines it to be necessary; and

(v) such other insurance as the Board of Directors may determine to be necessary.

(g) Insurance carried by the Association as a Common Expense shall not include part of a Unit not depicted on the Plats and Plans, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit. Nothing contained herein gives any Owner or other party a priority over the rights of first Mortgagees as to distribution of insurance proceeds.

(h) Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his/her/its Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Unit Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Owner fails to obtain insurance as required by this subsection, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments under Article 9 hereof.

(i) In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected Owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his/her/its Unit, if any. If any Owner(s) fail to pay the deductible when required under this subsection, then the Association may pay the deductible and assess the cost to the Owner(s) pursuant to Article 7 of this Master Deed.

(j) Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of assessments owed to the Association under Article 9 of this Master Deed, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

ARTICLE 11: REPAIR AND RECONSTRUCTION

In the event of damage to or destruction of all or any part of the Condominium insured by the Association as a result of fire or other casualty, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. A portion of the Condominium for which insurance is required pursuant to Section 27-31-240 of the Act and which is damaged or destroyed must be repaired or replaced promptly by the Association unless (1) repair or replacement is illegal under a state statute or local health ordinance, or (2) eighty percent of the Total Eligible Association Vote, including the Owner of a Unit which is not to be rebuilt, vote not to rebuild.

11.1 Cost Estimates. Immediately after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

11.2 Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board of Directors, or if at any time during the reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against all Owners directly affected by such damage in proportion to each Owner's respective undivided interest in the Common Elements. This assessment shall not be considered a special assessment. If there is a surplus of funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

If the damaged portion of the Condominium is not repaired or replaced, the insurance proceeds:

- (a) attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium;
- (b) attributable to Units and Limited Common Elements that are not rebuilt must be distributed to the Owners of those Units to which Limited Common Elements were allocated, or to the lienholders, as their interest may appear;
- (c) remaining must be distributed to all of the Owners or lienholders, as their interest may appear, in proportion to the percentages set forth on Exhibit "D".

If the Owners vote not to rebuild a Unit, that Unit's allocated interest must be reallocated automatically upon the vote, and the Association promptly shall prepare, execute, and record an amendment to the Master Deed reflecting the reallocations on a revised Exhibit "D".

11.3 Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where

improvements not in accordance with the original plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

11.4 Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

11.5 Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Owners on account of such casualty shall constitute a construction fund (which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Article) to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the Buildings as are designated by the Board of Directors.

ARTICLE 12: ARCHITECTURAL CONTROL

12.1 Architectural Standards. Except for the Declarant and except as provided herein, no Owner, Occupant, or any other Person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, antenna, playground equipment, light (except for reasonable seasonal decorative lights), storm door or window, artificial vegetation, exterior sculpture, fountain, flag (except as permitted under the Freedom to Display the American Flag Act of 2005, as amended), or thing on the exterior of the Buildings, in any windows, on any Limited Common Elements, or any other Common Elements, without first obtaining the written approval of the Architectural Review Board for the Condominium (referred to herein sometimes as the “*Architectural Review Board*” and sometimes as the “*ARB*”).

Except as provided herein, no Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written ARB approval (including, but not limited to, modifying the connection of washers and dryers). Except as provided herein, no Owner or Occupant shall make any interior modifications to or place an excessive load on any structural or load bearing portions of a Unit without first obtaining the prior written approval of the ARB. Such approval shall not be granted by the ARB unless the Owner has presented to the ARB a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit and the Condominium. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any interior modifications or alterations to a Unit affecting the Common Elements or structural or load bearing portions of a Unit must make application to the ARB as described below in order for the ARB to make the determination of whether the ARB's approval is required.

Notwithstanding the above, this article shall not apply to the activities of the Declarant or a Declarant-related entity.

The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing Buildings and the location in relation to surrounding structures and topography. Applications for approval of any such

architectural modification shall be in writing and shall provide such information as the ARB may reasonably require. The ARB or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board of Directors or the ARB may publish written architectural standards for exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing Buildings and Units and the location in relation to surrounding structures and topography. The ARB may allow such encroachments on the Common Elements and Limited Common Elements as it deems acceptable.

In the event that the ARB fails to approve or to disapprove such application within forty-five (45) days after the application, and all information as the ARB may reasonably require has been submitted, its approval will not be required and this Section 12.1 will be deemed complied with; provided however, even if the requirements of this Section are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Master Deed, the By-Laws, or the rules and regulations.

All changes, modifications and improvements approved by the ARB hereunder must be commenced within six (6) months from the date of approval. If not commenced within six (6) months from the date of such approval, then such approval shall be deemed revoked by the ARB, unless the ARB gives a written extension for commencing the work. All work approved by the ARB hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ARB. All approved changes, modifications and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification or improvement.

12.2 Architectural Review Board. The ARB shall have exclusive jurisdiction over all construction on any portion of the Condominium. During the Development Period, the Declarant retains the right to appoint and remove all members of the ARB, who shall serve at the Declarant's discretion. The ARB shall consist of one (1) to three (3) members, with the exact number being set from time to time by and in the sole discretion of the Declarant for so long as the Declarant retains the right to appoint and remove ARB members. There shall be no surrender of these rights prior to their expiration as provided above, except in a written instrument in recordable form executed by Declarant; provided, however, that Declarant may delegate certain authority of the ARB to the Association for such periods of time as Declarant may decide in its sole discretion. Upon expiration or permanent surrender of such rights, the Board shall set the number of members of the ARB and appoint the members of the ARB, who shall thereafter serve and may be removed in the Board's discretion.

12.3 Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration. In the discretion of the ARB, an Owner may be required to verify such condition of approval by written instrument in recordable form acknowledged by such Owner.

12.4 Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the Declarant, the Board of Directors or the Architectural Review Board shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, the Architectural Review Board, or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

12.5 No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors and the Architectural Review Board will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board of Directors or the Architectural Review Board of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors or the Architectural Review Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

12.6 Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the ARB, or from the Board of Directors if said authority has been delegated by the Declarant to the Association or Declarant's rights under Section 12.2 have expired or been surrendered, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the ARB shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorney's fees, may be assessed against the Unit and collected as an assessment pursuant to this Master Deed. In addition to the foregoing, the ARB shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions. Any exterior change, alteration, or construction (including landscaping) upon the Common Elements made by an Owner in violation of this Master Deed shall be at such Owner's sole risk and expense. The ARB may require that the Owner remove the change, alteration, or construction and restore the Common Elements to its original condition, or may require that the change, alteration or construction remain on the Common Elements without reimbursement to the Owner for any expense incurred in making the change, alteration or construction.

ARTICLE 13: USE RESTRICTIONS

Each Owner of a Unit shall be responsible for ensuring that the Owner's family, invitees, guests, tenants and Occupants comply with all provisions of the Condominium Instruments and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, invitees, guests, tenants or Occupants, as a result of such Person's violation of the Condominium Instruments, the Association may take action under this Master Deed against the Owner as if the Owner committed the violation in conjunction with the Owner's family, invitees, guests, tenants or Occupants. Use restrictions regarding the use of Units and the Common Elements are as follows and also as may be adopted by the Board of Directors in accordance with the terms hereof and as specified in the By-Laws. Notwithstanding anything contained herein to the contrary, the Board of Directors may, from time to time and in accordance with the terms hereof and as specified in the By-Laws, adopt additional rules and regulations, further restricting the use of the Units and the Common Elements.

13.1 Use of Units.

(a) Use of Residential Units. All Residential Units shall be used solely for residential purposes and for ancillary home office uses. A home office use shall be considered ancillary so long as: (i) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Residential Unit; (ii) the activity conforms to all zoning requirements for the Condominium; (iii) the

activity does not involve regular or unreasonable visitation of the Residential Unit by clients, customers, suppliers, or other invitees, or door-to-door solicitation of residents of the Condominium; (iv) the activity does not increase traffic or include frequent deliveries within the Condominium other than deliveries by couriers, express mail carriers, parcel delivery services and other such delivery services; (v) the activity is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board; and (vi) the activity does not result in a materially greater use of the Common Elements, any Common Element facilities or Association services.

No other business, trade, or similar activity shall be conducted upon a Residential Unit without the prior written consent of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The leasing of a Residential Unit shall not be considered a business or trade within the meaning of this Section. This Sections shall not apply to any activity conducted by Declarant or a builder approved by Declarant with response to its development and sale of the Condominium or its use of any Residential Unit(s) which it owns within the Condominium.

(b) Use of Commercial Units. Subject to compliance with any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body and with the terms and provisions of the Condominium Instruments, unless specifically prohibited by this Master Deed, the Commercial Units may be used for any one or more of the following, or combination thereof: offices, retail stores and other businesses. The Commercial Units may also be used for residential and related purposes subject to the restrictions hereinafter provided. While this Master Deed does not prohibit residential and related uses in the Commercial Units, the Owners, by acceptance of a deed to a Unit, hereby acknowledges that applicable governmental law, rules and regulations do not currently permit residential and related uses in the Commercial Units. Owners of Commercial Units shall be solely responsible for bringing a Commercial Unit into compliance, including, without limitation, any and all costs and expenses related to any alterations, modifications, up-fit, or other work necessary to bring a Commercial Unit into compliance with any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body related to the use of a Commercial Unit for residential and related purposes. The following use restrictions shall apply to the Commercial Units:

(i) No operations or uses shall be permitted or maintained which cause or produce any of the following effects discernible outside the Commercial Unit in which the activity is conducted or that affect any other portion of the Condominium: (1) noise, sound, or vibration that is objectionable because of its volume, duration, intermittent beat, frequency, intensity of vibration or shrillness; (2) smoke; (3) Noxious, toxic or corrosive fumes or gases; (4) obnoxious odors; (5) dust, dirt or fly ash; and (6) unusual fire or explosive hazards.

(ii) No operations or uses shall be open for operation or business after 7:30 p.m. each evening or open for business before 7:30 a.m. each morning.

(iii) No restaurant, or food preparation or service purposes; provided, however, that this restriction shall not be applicable to the sale of foods that are not prepared on site and are not heated on site in such a way as to require ventilation.

(iv) No outdoor, parking lot or sidewalk sales involving the display and/or sale of merchandise and/or items from such areas, except that occasional (not more than twice a quarter) sidewalk sales incidental to the business located immediately adjacent thereto shall be permitted;

(v) No "sidewalk café" use involving tables, chairs or other seating and associated apparatus utilized by patrons for consumption of food and/or beverages thereon;

(vi) No flea markets, open air stalls, carnivals, rodeos, horse shows, shooting or athletic events or any type of outdoor storage;

(vii) No commercial poultry, livestock, or swine production; no cattle feeder lots or fur-bearing or other animal rearing or breeding farms or facilities; no animal kennels, abattoirs, raising or boarding of pets, livestock or other animals;

(viii) No temporary structures, trailer courts or mobile homes, except temporary construction trailers allowed by this Master Deed;

(ix) No sales lots for prefabricated structures; no tire recapping plants; no farm or heavy construction equipment or implement sales, leasing, service, storage or similar activities;

(x) No lumber, planing or sawing mills; no pulpwood yards, storage yards, truck terminals, junked motor vehicles, quarries, race tracks, raceways or drag strips, truck stops, junk yards, garbage disposal areas, or sanitary landfills; no baling, storage or processing scrap metal, glass, paper or rags; no motor vehicle repair or storage or processing of damaged, wrecked or junked motor vehicles and/or their parts;

(xi) No taxidermy; no cemeteries or burial facilities of any type (public or private); no distillation of bones, fat rendering, stockyard or slaughter of animals;

(xii) No refining of petroleum or its by-products; no smelting of iron, tin, zinc or other ores; no drilling for or removal of minerals, oil, gas, rock, gravel or other hydrocarbon substances or any operation related thereto;

(xiii) No fortune telling, nude or semi-nude dance clubs, massage parlors or other similar businesses (excluding day spas and medical treatment and therapeutic facilities allowed by applicable zoning laws); no cinemas or bookstores selling or exhibiting material of a pornographic or adult nature; no sale or display of pornographic materials including, without limitation, books, magazines, video tapes, CDs, DVDs or other media containing such materials;

(xiv) No veterinary office, animal hospital, kennel, funeral home or crematorium; no use for the purpose of performing abortions, autopsies, embalming or cremation; and

(xv) No manufacturing.

13.2 Alteration of Units. Subject to the other provisions of this Master Deed, Owners may make alterations to the interiors of their Units, relocate the boundaries between adjoining Units, and subdivide their Units as follows:

(a) Alterations of the Interiors of the Units. If any Owner acquires an adjoining Unit, such Owner may (after obtaining the prior written approval of the Mortgagees of the Units involved, the prior written approval of the Board and the prior written approval of the Declarant, during the Development

Period, and subject to such conditions as such entities may impose with respect to the alteration, such as conditions relating to workmanship, liability and continued maintenance) remove all or any part of any intervening partition or create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or in part, be part of the Common Elements, so long as no portion of any load bearing wall or column is materially weakened or removed and no portion of any Common Element is damaged, destroyed or endangered, other than that partition and any chutes, flues, conduits, wires or other apparatus contained therein, which shall be relocated by such Owner if such facilities serve any other part of the Condominium. The alterations permitted by this subsection shall not be deemed an alteration or relocation of boundaries between adjoining Units.

(b) Relocation of Boundaries. Boundaries between adjoining Units may be relocated by the Owner(s) of such Units only with the prior written consent of Declarant, during the Development Period, and thereafter only with the prior written consent of the Association, acting through its Board. The Declarant shall have the right to relocate boundaries between Units owned by the Declarant or its affiliates without the approval of the Association. In order to affect a relocation of boundaries between adjoining Units, an Amendment to this Master Deed shall be prepared and filed of record in the Register of Mesne Conveyances Office for Charleston County, South Carolina, at the sole cost and expense of the Owner(s) requesting the relocation. The Amendment shall designate the relocated adjoining boundaries of the Unit and, notwithstanding anything in this Master Deed to the contrary, shall set forth the restated percentage interest in the Common Elements attributable to each Unit subject to such relocation, the total of which must equal the percentage interest attributable to the Unit(s) that existed before the relocation of the boundaries. The Owners hereby delegate authorization to the Declarant during the Development Period, and thereafter to the Association acting through its Board, to restate the percentage interest for purposes of this subsection, without a membership vote and in the sole discretion of the Declarant or the Board, as the case may be. To be effective, the Amendment must be executed by all Owner(s) of the Unit(s) that are subject to the relocation of boundaries, and by Declarant, during the Development Period, and thereafter, by the Association.

(c) Subdivision of Units. The Owner(s) of a Unit may subdivide the Unit only with the prior written consent of Declarant during the Development Period, and thereafter only with the prior written consent of the Association acting through its Board. The Declarant shall have the right to subdivide Units owned by the Declarant or its affiliates without the approval of the Association. In order to affect a subdivision of a Unit, an Amendment to this Master Deed shall be prepared and filed of record in the Register of Mesne Conveyances Office for Charleston County, South Carolina, at the sole cost and expense of the Owner(s) requesting the subdivision. The Amendment shall designate the newly created boundaries of the subdivided Unit and, notwithstanding anything in this Master Deed to the contrary, shall set forth the restated percentage interest in the Common Elements attributable to each Unit subject to such subdivision, the total of which must equal the percentage interest attributable to the Unit(s) that existed before the subdivision. The Owners hereby delegate authorization to the Declarant during the Development Period, and thereafter to the Association acting through its Board, to restate the percentage interest for purposes of this subsection, without a membership vote and in the sole discretion of the Declarant or the Board, as the case may be. To be effective, the Amendment must be executed by all Owner(s) of the Unit(s) that are subject to the subdivision, and by Declarant, during the Development Period, and thereafter, by the Association.

(d) Zoning Approval. Any Unit subdivision pursuant to this Article 13 shall be subject to all zoning permits and approvals as may be required by the City of Charleston.

13.3 Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant on any portion of the Condominium,

other than by Declarant, at any time, either temporarily or permanently, without the prior written approval of the Board.

13.4 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein.

With the prior written approval of the Board, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Elements for use for a period of time as set by the Board. Any such Owner or Owners who reserve a portion of the Common Elements as provided herein shall assume, on behalf of himself/herself/themselves and his/her/their family members, invitees, guests, tenants and Occupants, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

Owners and Owner's family members, invitees, guests, tenants and Occupants are expressly prohibited from standing, walking on, accessing or otherwise tampering with the green roof areas.

13.5 Use of Limited Common Elements. Use of the Limited Common Elements is restricted exclusively to the Owner(s) of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, invitees, guests, tenants and Occupants. The Limited Common Elements are reserved for exclusive use but are a part of the Common Elements, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

13.6 Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board, nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit, or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses. Any increase in the rate of insurance resulting from the commercial use of the Commercial Units shall be assessed against the Commercial Units responsible for such increase.

Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Owner or Occupant may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health or unreasonably annoy, disturb or cause embarrassment, discomfort or nuisance to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his/her/its property or personal rights. Notwithstanding anything to the contrary herein, no Owner or Occupant may use or allow the use of a Unit, the Common Elements or the Limited Common Elements in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Unit that will, in the sole discretion of the Board, interfere with the rights, comfort or convenience of the other Owners or Occupants.

No Owner shall do any work which, in the reasonable opinion of the Board or its designee, would jeopardize the soundness or safety of the Condominium or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees. No damage to or waste of the Common Elements, or any part thereof, or the exterior of any Building shall be permitted by any Owner or his/her/its family members, invitees, guests, tenants or Occupants. Each Owner

shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner or his/her/its family members, invitees, guests, tenants or Occupants of his/her/its Unit.

Notwithstanding the foregoing, each Owner, by acceptance of a deed to a Unit, acknowledges that (a) the Condominium, and the Units contained within the Condominium, are part of a mixed-use development and certain Residential Units are located above and/or adjacent to Commercial Units and that the commercial use of the Commercial Units may produce certain nuisances, such as odors and noise, that are incidental thereto, and (b) the Condominium, and the Units contained within the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings; and as a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, the Owner and/or occupant of a Unit shall not conduct activities within a Unit or use a Unit in a manner that unreasonably interferes with or causes disruption to the use and quiet enjoyment of the Common Elements or another Unit by its respective Owner and/or Occupant.

13.7 Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements is permitted for the limited purpose of transporting the firearms across the Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

13.8 Pets. No Owner or Occupant may keep any animal on any portion of the Condominium except as expressly permitted in this Section and in accordance with any recorded restrictions or applicable governmental rules and regulations. An Owner or Occupant shall keep no more than a total of two (2) dogs and/or cats (in any combination), for a combined total of two (2) per Unit. In addition, a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion, weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils, hamsters and small birds) may be kept in a Unit. The keeping of pets on the Condominium shall be subject to such rules and regulations as may be adopted by the Board of Directors. Notwithstanding anything to the contrary herein, no fish tank more than thirty (30) gallons in size shall be installed, kept or used in a Unit without the prior approval of the ARB.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written ARB approval. No pets are allowed on any portion of the Common Elements; provided, however, an Owner or Occupant may walk a pet across the Common Elements to enter or exit the Condominium property. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements, but excluding the Limited Common Elements, and pets may not be left unattended outdoors or kept unattended outdoors, including on any terrace or balcony areas; provided however, pets need not be leashed within fenced patio or porch areas when attended by a Person. Feces left by pets upon the Common Elements or in any area subject to this Master Deed must be immediately removed by the owner of the pet or the Person responsible for the pet.

No potbellied pigs or snakes may be brought onto or kept on the Condominium at any time. In addition, no other animals or breeds determined to be dangerous, in the Board's sole discretion, shall be brought onto or kept on the Condominium at any time. The Board may require that any pet that, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. The Board may remove any pet which, in

the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member, without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall (a) not allow any pet to create an unreasonable annoyance, inconvenience or nuisance to any Owner or to the owner of any property in the general vicinity of the Condominium, and (b) be deemed to have agreed to indemnify and hold the Declarant, the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Condominium.

13.9 Parking. Subject to the provisions of Sections 6.1 and 13.5, the Declarant, during the Development Period, and thereafter the Association acting through its Board of Directors, may promulgate rules and regulations restricting parking on the Condominium, including restricting the number of vehicles which any Owner or Occupant may bring onto the Condominium and designating, assigning or licensing Parking Spaces or areas. This Section 13.9 shall not prohibit an Owner or Occupant from having service vehicles park temporarily on the property if otherwise in compliance with this Section 13.9 and the rules and regulations adopted by the Board. Boats, trailers, jet-skis and other watercraft, and trailers for the same, are prohibited from being parked on the Condominium.

If any vehicle is parked on any portion of the Condominium in violation of this Section 13.9, or in violation of the Association's rules and regulations, the Declarant, during the Development Period, or the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Unit, is obstructing the flow of traffic, is parked other than in a Parking Space, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this subsection, neither the Declarant, the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions rather than exercise its authority to tow.

13.10 Abandoned Personal Property. Abandoned or discarded personal property, other than an automobile as provided for in Section 13.9, is prohibited from being stored, kept or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Elements or Limited Common Elements without the prior written permission of the Board.

If the Board or its designee determines, in its sole discretion, that property is kept, stored or allowed to remain on the Common Elements or Limited Common Elements in violation of this section, then the Board may remove and either discard or store the personal property in a location which the Board may determine.

Prior to taking any such action, the Board shall place a notice on the personal property and/or on the front door of the Unit of the owner of such property, if known, specifying the nature of the violation and stating that after two (2) days the property may be removed and either discarded or stored. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

If two (2) days after such notice is placed on the personal property and/or the front door of the Unit, the violation continues or thereafter occurs again within six (6) months of such notice, the personal property may be removed in accordance with the original notice without further notice to the owner or user of the personal property.

Notwithstanding anything to the contrary herein, the Board may determine, in its sole discretion, that an emergency situation exists and the personal property abandoned or stored in violation of this subsection may, without prior notice to the owner or user of the personal property, be removed and either discarded or stored by the Board in a location which the Board may determine; provided, however, the Board shall give to the owner, if known, notice of the removal of the property and the location of the personal property within three (3) days after the personal property is removed.

If personal property is removed in accordance with this subsection, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.

13.11 Heating of Units in Colder Months; Cooling of Units in Warmer Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five degrees (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) Fahrenheit or below. In order to prevent the growth of mold and mildew during warmer months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the air condition in an "on" position and at a maximum temperature setting of eighty-five degrees (85°) Fahrenheit (except during power failures or periods when air conditioning equipment is broken) whenever the temperature is forecasted to or does reach ninety degrees (90°) Fahrenheit or above. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating and cooling equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating and cooling equipment is not working properly, the Owner or Occupant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment. The Board of Directors may fine any Owner or Occupant and/or may cause the water service to the violators Unit to be discontinued for violation of this subsection, in addition to any other remedies of the Association. Any fine imposed pursuant to this subsection shall be deemed an assessment against the Unit and may be collected in the same manner as provided herein for collection of assessments.

13.12 Signs. Except as may be required by legal proceedings, no signs, advertising posters, billboards, canopy, awnings or any variation of the foregoing of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee; provided, however, that the Owners of the Commercial Units shall be entitled to business signs that meet certain sign guidelines which may be promulgated and enforced by the Board from time to time. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association and to enact and enforce reasonable rules and regulations governing the general placement, maintenance and repair of signs on the Condominium. Notwithstanding the restrictions contained in this section, the Declarant may approve and erect signs for the purpose of carrying on business related to the development.

improvement and sale of Units in the Condominium, and such signs shall not be subject to approval or regulation by the Association or by the ARB.

13.13 Rubbish, Trash, and Garbage. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except as provided herein. Rubbish, trash and garbage shall be disposed of in closed plastic bags and placed in a trash receptacle serving the Unit. The Board shall have the power to specifically assess Units for failure to strictly adhere to the restrictions contained herein or if a Unit Owner's actions or inactions result in additional cost to the Association..

13.14 Impairment of Units and Easements. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Unit or impair any easement or other interest in real property, nor do any act or allow any condition to exist which will adversely affect the other Units or their Owners or Occupants.

13.15 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside the Unit.

13.16 Garage Sales. Garage sales, yard sales, flea markets or similar activities are prohibited without the prior approval of the Board.

13.17 Window Treatments. Unless otherwise approved in writing by the Board, all windows which are part of a Unit shall have window treatments, and any portion thereof visible from outside the Unit shall be white or off-white in color. Bed sheets, tapestries and other similar materials shall not be used as window treatments.

13.18 Antennas and Satellite Equipment. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Unit or Limited Common Elements; provided, however, the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Owners:

(i) No transmission antenna, of any kind, may be erected anywhere on the Condominium, including the Units, without written approval of the Board of Directors or the ARB.

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Condominium, including the Units and the Limited Common Elements.

(iii) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

In the event of a transfer of the Unit which includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Master Deed, the By-Laws, and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

13.19 Time Sharing. Notwithstanding anything herein to the contrary, no Unit shall be used for or subject to any type of Vacation Time Sharing Ownership Plan, Vacation Time Sharing Lease Plan, or Vacation Time Sharing Plan, as defined by the South Carolina Code of Laws, Section 27-32-10, et seq., as amended, or any subsequent laws of the State of South Carolina dealing with a vacation time share ownership or leasing plan, unless the Owner of said Unit has obtained the prior written approval of the Board and the prior written consent of the Declarant during the Development Period.

13.20 Elevators. The Board shall have the right to promulgate rules and regulations regarding use of the elevators.

13.21 Right to Exclude Persons. There is reserved to the Association the continuing right to exclude from the Property any Person who is not an Owner or Occupant. Such right shall be and remain subject only to laws and ordinances prohibiting various forms of discrimination.

13.22 Balconies and Patios. Penetration of the surfaces of a balcony or patio wall or floor is prohibited. No Owner or Occupant may enclose a balcony or patio without the prior written consent of the ARB, as set forth in Article 12 above. As used herein, "enclosure" shall mean the temporary or permanent enclosure of a balcony or patio into the heated and cooled space within the boundaries of a Unit or the temporary or permanent screening of a balcony or patio.

13.23 Grilling. Grilling is prohibited within the Condominium unless expressly permitted herein or in the rules and regulations of the Association. Notwithstanding the foregoing, grilling is expressly permitted on the balcony and patio portions of the Limited Common Elements assigned to Units 151, 152, 153, 154, 351, 352, 353 and 354. The use of outdoor grills on any portion of the Condominium, including, without limitation, a balcony or patio shall be governed by applicable state laws and local ordinances having jurisdiction over the Condominium.

13.24 Move In/Move Out. Owners and Occupants shall not move furniture, construction materials, and other over-sized items in or out of the Condominium except during such hours and according to requirements to be determined by the Board of Directors. Furthermore, an Owner or Occupant shall reserve a date and time with the Board of Directors to use the elevators for moving furniture, construction materials, and other over-sized items in or out of the Condominium, and during such use of the elevators, the walls of the elevators being used for such purpose shall be covered with padded blankets. The Board of Directors, in its sole discretion, may require a non-refundable security deposit prior to using an elevator for moving furniture, construction materials or other over-sized items.

13.25 Life-Safety Systems. Owners and Occupants shall not tamper with or disengage any portion of the life-safety systems that serve the Condominium, including, without limitation, the sprinkler heads and all branch and feed lines that support such sprinkler heads, and all fire control devices (such as smoke detectors and call boxes), regardless of whether such items are located within the boundaries of a Unit.

13.26 Clothes Dryers. The Owner shall be responsible for acquiring, installing and maintaining a clothes dryer for the Unit, which clothes dryer shall meet all applicable code requirements.

ARTICLE 14: LEASING AND OCCUPANCY OF UNITS

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Master Deed and By-Laws, in order to enforce the provisions of this Article.

14.1 Definition. “*Leasing*”, for purposes of this Master Deed, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument.

14.2 Leasing Provisions. Leasing of Units shall be governed by the following provisions:

(a) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written approval of the Board. All rentals must be for an initial term of not less than six (6) months. All leases shall be in writing, and a copy of the lease shall be delivered to the Board of Directors at least ten (10) days prior to the effective date thereof. The Board reserves the right to approve the form of lease prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. No lease may be entered into with an individual lessee that has not attained the age of twenty-two. The lease shall provide that the obligations of the parties to the lease are conditioned on the Association’s right to require its approval of a background check of the lessee(s) and any other occupant(s) of the Unit pursuant to the lease. Within ten (10) business days of the Association’s receipt of a copy of the lease and the name(s) of the lessee(s) and any other persons permitted to occupy the Unit pursuant to the lease, the Board, if the Association exercises its right to require its approval, shall notify the Unit Owner of its approval or rejection of the lessee(s) or other occupant(s). The background checks shall be reviewed in accordance with guidelines from time to time promulgated by the Board and the costs to the Association in conducting and reviewing the background checks shall be billed to the Unit Owner and if unpaid shall be an assessment and a lien against the Unit. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Board of Directors with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Unit Owner must make available to the lessee copies of the Master Deed, By-Laws, and the rules and regulations.

(b) Compliance With Master Deed, By-Laws, and Rules and Regulations; Use of Common Elements and Liability for Assessments. Any lease of a Unit shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner and each lessee, by occupancy of a Unit, covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the Unit:

(i) Compliance With Master Deed, By-Laws, and Rules and Regulations. The lessee shall comply with all provisions of the Master Deed, By-Laws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure compliance with the foregoing. The Owner shall cause all Occupants of his/her/its Unit to comply with the Master Deed, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Master Deed, By-Laws, and rules and regulations adopted pursuant thereto. In the event that the lessee, or a person living with the lessee, violates the Master Deed, By-Laws, or any rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine shall be assessed against the lessee in accordance with Article 3, Section 3.23 of the By-Laws. If the fine is not paid by the lessee within the time period set by the Board, the Board may assess the fine against the Owner and the Owner shall pay the fine upon notice from the Association of the lessee’s failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Master Deed, By-Laws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in

accordance with South Carolina law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Master Deed, By-Laws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(ii) Use of Common Elements. Except where the Owner also occupies the Unit, the Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Condominium, including the Limited Common Elements assigned to such Unit.

(iii) Liability for Assessments. When a Unit Owner who is Leasing his/her/its Unit fails to pay any annual special, or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual, special, and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to the Owner. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under this Master Deed as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he/she/it would otherwise be responsible.

This Article 14 shall not apply to any Leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, nor shall this Article 14 apply to the Association or Declarant which becomes the Owner of a Unit through foreclosure of a lien or any other means pursuant to the satisfaction of indebtedness secured hereby.

ARTICLE 15: SALE OF UNITS

Subject to, and without limiting the applicability of Article 20.4 of this Master Deed, an Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within seven (7) days after execution of the transfer or sales documents. Such notice from the Owner shall include (i) the name and address of the intended grantee and (ii) such other information as the Board may reasonably require. This Article shall not be construed to create a right of first refusal in the Association or in any third party.

As provided in Article 9.10, upon acquisition of record title to a Unit by the first Owner thereof other than the Declarant (or Declarant's Mortgagee), and, if the Board of Directors so determines in its sole discretion, upon acquisition of record title to a Unit by any subsequent Owner, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to two (2) months of the general assessments.

Within seven (7) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of his/her/its ownership of the Unit. Upon failure of a Owner to give the required notice within the seven-day time period provided herein, the Board may levy fines against the Unit and the

Owner thereof, and assess the Owner for all costs incurred by the Association in determining his/her/its identity.

ARTICLE 16: MAINTENANCE RESPONSIBILITY

16.1 By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his/her/its Unit, interiors of any Limited Common Element balconies, patios, and storage areas (but excluding the structure of balconies or patios), and all improvements made by the Owner to the Limited Common Elements assigned to the Unit, except for any portion of a Unit which is expressly made the maintenance obligation of the Association as set forth in Section 16.2 below. This maintenance responsibility shall include, but shall not be limited to the following: window locks, all doors, doorways, door frames, and hardware that are part of the Unit (except for periodic painting or staining of the exterior surface of exterior doors and entry doors and door frames facing the hallway of the Condominium); all portions of the heating and air conditioning system, including the air conditioning compressor serving the Unit and the fan coil; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit). Notwithstanding anything herein to the contrary, this maintenance responsibility excludes windows, and window frames and casings.

(a) Some Units may contain interior support beams which are load bearing beams. No Owner or Occupant shall do any act which jeopardizes or impairs the integrity of such beams.

(b) In addition, each Owner shall have the responsibility:

(i) to keep in a neat, clean and sanitary condition any Limited Common Elements serving his/her/its Unit including, without limitation, terraces and balconies;

(ii) to perform his/her/its responsibility in such manner so as not to unreasonably disturb other persons in other Units;

(iii) to promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible; and

(iv) to pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, the Owner's family members, invitees, guests, tenants or Occupants, with the cost thereof to be added to and become part of the Owner's next chargeable assessment.

16.2 By the Association.

(a) The Association shall maintain and keep in good repair as a Common Expense the "*Area of Common Responsibility*," which includes the following:

(i) all Common Elements, including any Limited Common Elements but excluding all patios and improvements made to such Limited Common Elements (but including the structures of the Limited Common Element patios), and excluding the interior of Limited Common Element storage spaces; provided, however, the cost of maintenance and repair of Limited Common Elements may be assessed

against the Owner of the Unit to which the Limited Common Element is assigned under Section 7.3(b)(i) of this Master Deed. Notwithstanding anything contained herein to the contrary, the Area of Common Responsibility shall include the paving, curbing and striping of any Parking Spaces within the Condominium;

(ii) periodic cleaning, painting and/or staining of exterior surfaces of the Buildings and of exterior doors and door frames and entry doors and door frames facing the hallways of the Condominium, as determined appropriate by the Board; and

(iii) all plantation shutters, windows, window frames and casings (except window locks) and glass doors located in the Unit, even though they are part of the Unit, the cost of which may be assessed against the Unit in which the item is located, pursuant to Section 7.3(b)(i) of this Master Deed.

(b) Subject to the maintenance responsibilities herein provided, the maintenance or repair performed on or to the Common Elements by an Owner or Occupants which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

(c) The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's family members, invitees, guests, tenants or Occupants, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's family members, invitees, guests, tenants or Occupants for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Master Deed, or for inconvenience or discomfort arising from the action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(d) The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As levels of interior finish can vary, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile and trim, will be reinstated only to the extent that matching or similar materials are readily available at reasonable costs, as determined in the sole discretion of the Board. Accessibility around personal belongings for workers to perform such repairs is the responsibility of the Unit Owner or Occupant. Removal, storage or other protective measures of personal items are also the responsibility of the Unit Owner or Occupant. If the removal, storage, or other protective measures are not taken by the Unit Owner or Occupant and damage occurs due to the repair process, neither the Association nor the Board will be liable for such damage. Upon completion of such repairs the Association will perform cursory cleaning but shall not be responsible for a detailed cleaning. The Board has sole discretion of defining what is reasonable for the level, quality and extent of the repair and subsequent cleaning. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

(e) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner, or (ii) such property is dedicated to any local, state or federal government or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

16.3 Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly such Owner's obligation with regard to the maintenance, repair, or replacement of items of which such Owner is responsible hereunder, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors. Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance, repair, or replacement, or if the maintenance, repair, or replacement is not capable of completion within such time period, to commence the maintenance, repair, or replacement within ten (10) days. If the Board of Directors determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and a lien against the Unit.

16.4 Maintenance Standards and Interpretation. Except to the extent set forth in any recorded instrument set forth in Article 21 of this Master Deed, the maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Master Deed may vary from one term of the Board of Directors to another. These variances shall not constitute a waiver by the Board of Directors of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board of Directors shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board of Directors. All maintenance of a Unit shall be in conformance with the Community-Wide Standard of the Association. No Owner shall perform any maintenance which may result in a change or alteration to the exterior of the Unit without the prior written approval of the Board of Directors as provided in Article 12 hereof.

16.5 Measures Related to Insurance Coverage. The Board, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring all Owners to turn off cut-off valves, which may now or hereafter be installed, during winter months for outside water spigots; requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install and maintain smoke detectors; requiring Owners to make improvements to the Owner's Unit; and such other measures as the Board may reasonably require so long as the cost of such work does not exceed Five Hundred Dollars (\$500.00) per Unit in any twelve (12) month period.

In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any reasonable requirement made by the Board pursuant to this Section 16.5 above, the Association, upon fifteen (15) days written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein.

The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to this Section 16.5, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

16.6 Mold and/or Mildew. Mold and/or mildew can grow in any portion of the Condominium that is exposed to elevated levels of moisture. The Association and each Owner agree to: (i) regularly inspect the parts of the Condominium that they respectively maintain, and which are visible and accessible without having to first remove building components or conduct invasive testing, for the existence of mold, mildew, and/or water intrusion (except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks, dishwashers, and other similar appliances and improvements) and/or damage; (ii) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Condominium that they respectively maintain; (iii) remediate or replace, in accordance with current industry accepted methods, any building material located in the parts of the Regime that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate, in accordance with current industry accepted methods, all mold and/or mildew discovered in the parts of the Condominium that they respectively maintain. In addition, except for routine housekeeping items and other de minimus matters, the Association agrees to notify the Owners, and each Owner agrees to notify the Association, of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the Condominium that they respectively maintain. Each Owner further agrees not to block or cover any of the heating, ventilation or air-conditioning ducts located in the Unit.

Notwithstanding anything to the contrary herein, Declarant shall have no obligation to perform any invasive testing or inspections, maintenance or repairs in accordance with this Section 16.6, and shall not be held liable for any loss or damage caused by the failure of the Association or an Owner to perform their obligations herein.

ARTICLE 17: PARTY WALLS

17.1 General Rules of Law to Apply. Each wall built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

17.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

17.3 Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner or Owners who have benefited by the wall may restore it, and the Association shall reimburse said Owner(s) for the cost incurred, without prejudice, however, to the Association's right to seek reimbursement from or withhold payment to the Owners or others under any rule of law or provision in this Master Deed regarding liability for negligent or willful acts or omissions.

17.4 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

ARTICLE 18: EMINENT DOMAIN

In the event of a taking by eminent domain of any portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the Total Eligible Association Vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available therefor. The provisions of Article 11 above, applicable to Common Elements improvement damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

ARTICLE 19: RIGHTS OF ELIGIBLE MORTGAGEES AND MORTGAGEES

19.1 Notice Requirements for Eligible Mortgagees. Whenever any Mortgagee desires to avail itself of the provisions of this Master Deed with respect to Eligible Mortgagees, it shall furnish written notice thereof to the Association by CERTIFIED MAIL at the address shown in the Articles of Incorporation, and any amendments thereto, identifying the Unit(s) upon which any such Mortgagee holds any first lien or identifying any Unit(s) owned by such Mortgagee and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Eligible Mortgagees.

19.2 Amendments to Documents. In addition to all other requirements specified in this Master Deed for the amendment of any of the Condominium Instruments, the consent of at least fifty-one percent (51%) of the Eligible Mortgagees, and the Declarant, during the Development Period, shall be required to materially amend any provisions of this Master Deed, the By-Laws, or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

- (a) voting;
- (b) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;
- (c) reductions in reserves for maintenance, repair, and replacement of the Common Elements;
- (d) responsibility for maintenance and repair of the Condominium;
- (e) reallocation of interests in Common Elements;
- (f) redefining of Unit boundaries, convertibility of Units into Common Elements or vice versa;
- (g) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium in a manner other than as provided herein;
- (h) hazard or fidelity insurance requirements;
- (i) imposition of any restriction on the Leasing of Units;
- (j) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his/her/its Unit;
- (k) establishment of self-management by the Association where professional management has been required by an Eligible Mortgagee;

(l) repair or restoration of the Condominium (after damage or partial condemnation) in a manner other than as provided herein; or

(m) any provisions included in the Master Deed, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Unit Owners where a larger percentage vote is otherwise required by the Act or the Condominium Instruments for any of the actions contained in this Section. Notwithstanding the foregoing, however, if an Eligible Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, delivered by certified or registered mail with a return receipt requested, the consent and approval of such Eligible Mortgagee shall be implied.

19.3 Action Requiring Consent. In addition to all other requirements specified in this Master Deed or the Act for taking any of the actions listed below, the consent of at least fifty-one percent (51%) of Eligible Mortgagees and the Declarant, during the Development Period, shall be required before any of the following actions are taken by the Association or its membership:

(a) by act or omission seek to abandon or terminate the Condominium after substantial destruction or condemnation occurs;

(b) except as provided herein and in the Act with respect to condemnation, substantial damage and destruction, subdivision or conversion of Common Elements, change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(c) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

(d) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

The consent of at least sixty-seven percent (67%) of Eligible Mortgagees shall be required before terminating legal status of the Condominium for reasons other than substantial destruction or condemnation. The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Unit Owners where a larger percentage vote is otherwise required by the Act or the Condominium Instruments for any of the actions contained in this Section. Notwithstanding the foregoing, however, if an Eligible Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, delivered by certified or registered mail with a return receipt requested, the consent and approval of such Eligible Mortgagee shall be implied.

19.4 Liability of First Mortgagees. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including

such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

19.5 Mortgagee Notice. Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgagee or guarantor of a first Mortgage will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgagee;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgagee which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Unit Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Eligible Mortgagees, as specified herein.

19.6 Financial Statements. Any holder of a first Mortgage shall be entitled, upon written request, to receive, within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

19.7 Additional Mortgagee Rights. Notwithstanding anything to the contrary herein contained, the provisions of Articles 14 and 15 and Section 20.4 governing sales and leases shall not apply to impair the right of any first Mortgagee, or its assignee, to:

(a) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage;

(b) take a deed or assignment in lieu of foreclosure; or

(c) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee or its assignee.

19.8 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

19.9 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within sixty (60) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail with a return receipt requested.

19.10 Construction of Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Master Deed, By-Laws, or South Carolina law for any of the acts set out in this Article.

19.11 No Priority. No provision of this Master Deed or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of

distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Units and/or the general Common Elements.

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ARTICLE 20: DECLARANT AND OWNER RIGHTS

20.1 Right to Appoint and Remove Directors. The Declarant shall have the right to appoint and remove any member or members of the Board of Directors of the Association subject to such limitations as set forth below. The Declarant's authority to appoint and remove members of the Board of Directors of the Association shall expire on the first to occur of the following:

(a) nine (9) months after ninety percent (90%) of the Units in the Condominium have been transferred by the Declarant to Unit Owners other than a Person or Persons constituting the Declarant;

(b) the expiration of five (5) years after the date upon which this Master Deed is recorded in the Register of Mesne Conveyances Office for Charleston County, South Carolina; or

(c) the date on which the Declarant voluntarily relinquishes such right by executing and recording an amendment to this Master Deed, which shall become effective as specified in such amendment.

Upon the expiration of Declarant's right to appoint the members of the Board of Directors of the Association described above, the members of the Board of Directors shall be elected by the membership of the Association in accordance with the By-Laws of the Association.

20.2 Number and Terms of Directors Appointed by Declarant. The Board of Directors of the Association shall be comprised initially of no more than three (3) directors, who shall be appointed and/or reappointed by the Declarant, whose terms shall expire at the time of expiration of the rights of Declarant in Section 20.1 above.

20.3 Sale and Leasing of Units. Notwithstanding anything to the contrary contained herein, Declarant shall have the right to sell or lease Units and to erect and maintain signs to facilitate such sales or leases as it, in its sole discretion, deems appropriate and shall not be required to comply with the provisions of this Master Deed regarding signs and sales and leases.

20.4 Right of First Refusal to Repurchase. The various purchase agreements pertaining to each of the Units entered into by and between Declarant and the first Owners of the Units other than Declarant (for purposes of this Section 20.4, each a "**Purchaser**") provide, and the deeds of conveyance to such Unit Owners shall provide, that for a period of twelve (12) months following the closing of the purchase and sale from the Declarant to such Purchaser ("**Closing**"), neither Purchaser nor any successor-in-title may transfer or convey, or enter into any agreement to transfer or convey (including without limitation a lease with an option to purchase) any interest in the Unit to any third party without giving Declarant a right of first refusal to repurchase the Unit upon the terms and conditions set forth below (hereinafter referred to as Declarant's "**Right of Repurchase**").

(a) Notice. If Purchaser or any authorized successor-in-title to Purchaser desires to transfer or enter into an agreement to transfer title to the Unit under circumstances triggering Declarant's Right of Repurchase hereunder, the party proposing to transfer title shall deliver to Declarant written notice of such intent together with a copy of the proposed contract for the sale of the Unit to a third party (the "Third Party"). The Unit shall be offered for sale to Declarant for the purchase price that Declarant sold the Unit to the Purchaser. Any such transfer of title and agreement to transfer title without notice to Declarant as required hereunder, and, if applicable, any waiver of Declarant's rights, shall be null and void. Declarant

shall have ten (10) business days after receipt of notice and the contract of sale with the Third Party to elect to exercise its Right of Repurchase. The deed from Declarant to Purchaser shall provide that if Declarant fails to make election, or fails to waive its rights within such prescribed ten (10) business day period, Declarant's Right of Repurchase shall be deemed waived. Thereafter, Purchaser shall have the right to convey or agree to convey (on the same terms and conditions as contained in the contract for sale delivered to the Declarant for review as required above) the Unit to Third Party subject, however, to all covenants and limitations herein contained. In the event that Declarant elects not to exercise its Right of Repurchase and such sale is not consummated, the terms and limitations of this Section shall again be imposed upon any sale or agreement for the sale made by Purchaser until twelve (12) months after the date of Closing.

(b) Exercise. If Declarant elects to exercise its Right of Repurchase, it shall do so by delivering written notice of election to the party proposing the transfer within ten (10) business days of receipt of the proposed agreement or contract of sale with the Third Party and written notice of the proposed transfer. Closing shall occur within forty-five (45) days after the date of receipt of Declarant's notice of its exercise of its Right of Repurchase or the date provided in the proposed contract, whichever is later (the exact date, time, and location of closing of the repurchase to be selected by Declarant). Reconveyance of the Unit to Declarant shall be by limited warranty deed (subject to the same exceptions to title set forth in the deed of conveyance to Purchaser and subject to standard and customary easements that do not hinder the use or development and/or construction of improvements upon the Unit or any portion thereof). On or before the closing for the reconveyance, the Owner of the Unit shall be required to pay any and all outstanding assessments or other charges due and owing under the Master Deed and shall cure or cause to be cured all title defects or title exceptions not existing at the time Purchaser acquired the Unit from Declarant. If the title proposed to be reconveyed to Declarant is subject to any defect not permitted in this Section. Declarant, in addition to all other rights and remedies which it may have at law or in equity, may remove such defect and deduct all costs and expenses incurred by Declarant (including, but not limited to, attorneys' fees) from the amount of the repurchase price otherwise payable as provided in this Section. Upon reconveyance, Declarant shall pay to the Owner of the Unit the repurchase price in funds immediately available in the Charleston County, South Carolina area. Ad valorem taxes and assessments shall be prorated as of 12:01 a.m. on the date of such reconveyance.

(c) Failure to Exercise. The failure of Declarant to exercise its Right of Repurchase provided herein against Purchaser or any other party shall not constitute a waiver of such Declarant's right against Purchaser or any other party with respect to future transfers.

(d) Termination of Declarant's Right of Repurchase. Declarant's Right of Repurchase shall automatically terminate twelve (12) months after the date of Closing. After termination and upon submission to Declarant of a written request by Purchaser or Purchaser's successor-in-title and a release in form and content satisfactory to Declarant, Declarant shall provide to Purchaser an executed release of its Right of Repurchase in recordable form. Neither issuance nor recordation of such release shall be necessary to terminate such rights.

(e) Exclusions. Declarant's Right of Repurchase shall not apply to a transfer of the Unit by Purchaser to the spouse of Purchaser, a person who is a direct lineal descendent of Purchaser, a trust whose beneficiaries are solely the spouse and direct lineal descendants of Purchaser, a person acquiring title pursuant to a foreclosure sale, or a person acquiring title by means of sale in lieu of foreclosure. Purchaser shall give Declarant at least ten (10) calendar days notice prior to any of the transfers detailed within this subsection together with sufficient documentation to establish that the transfer is one of these such transactions.

(f) Mortgage Subordination. The deed of conveyance of a Unit to Purchaser shall provide that Declarant's Right of Repurchase is subordinate to any recorded Mortgage made in good faith for value securing a bona fide Mortgage on the Unit.

20.5 Construction and Sale Period. Notwithstanding any provisions in this Master Deed to the contrary, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, any amendments thereto, and related documents, during the Development Period, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to the Property described on Exhibit "A" to this Master Deed, including, without limitation, the right of access, ingress or egress for vehicular and pedestrian traffic over, under, on or in the Condominium; the right to tie into any portion of the Condominium with streets, driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), install, lay, replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Condominium; the right to carry on sales and promotional activities in the Condominium; and the right to construct and operate business offices, signs, construction trailers, model Units, and sales offices. Declarant and any such builder or developer may use Units or offices owned or leased by Declarant or such builder or developer as model Units and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at his/her/its sole expense.

20.6 Right to Combine, Subdivide, and Redesignate Units/Creation of Units, General Common Elements and Limited Common Elements.

(a) Declarant Rights.

(i) Combination and Subdivision. Declarant hereby reserves the right to: (A) physically combine the total area or space of one Unit with the total area or space of one or more adjacent Units (whether adjacent horizontally or vertically); (B) physically combine a part of or combination of parts of the area or space of one or more Units with a part of or combination of parts of the area or space within one or more adjacent Units (whether adjacent horizontally or vertically); (C) physically subdivide one or more Units into two or more Units; and (D) redesignate and reallocate Limited Common Elements in connection with any combination or subdivision of any Unit(s). Declarant shall not exercise its rights pursuant to this subsection 20.6(a)(i) unless it is the Owner of or has the consent of all Owners of the Unit(s) to be subdivided or combined, nor shall Declarant exercise such rights without the written consent of any first Mortgagee having an interest in said Unit or Units. Any such combination or subdivision shall result in a corresponding reallocation of the percentage of undivided interests in the Common Elements for the affected Units, provided that the percentage of undivided interests in the Common Elements of all other Units shall remain unchanged.

(ii) Create and Convert Common Elements. Declarant reserves the right to convert any Units owned by it into general Common Elements or Limited Common Elements. Declarant further reserves the right to relocate the boundaries of any or all of the Units located on the Property, to the extent Declarant owns any of such Units, and to incorporate any portion or all of the Common Elements or Limited Common Elements located adjacent thereto as part of such Units. If Declarant so relocates the boundaries of any such Unit, it may designate, as additional Limited Common Elements appurtenant to such Unit, any walls, floors, or other structural separations that formerly constituted the Unit boundary or

any space that would be occupied by such structural separations but for the relocation of the Unit boundary. If Declarant converts any Units to Common Elements or Limited Common Elements pursuant to this subsection, the percentage of undivided interests in the Common Elements appurtenant to the remaining Units shall be reallocated proportionally in accordance with their respective percentages as set forth in Exhibit "D", and an appropriate amendment thereto and to Exhibit "C" shall be prepared by Declarant and recorded in the Register of Mesne Conveyances Office for Charleston County, South Carolina.

With the exception of the stairways and hallways, Declarant further reserves the right to convert any Common Elements or Limited Common Elements into Units. If Declarant converts any Common Elements or Limited Common Elements to Units pursuant to this subsection, the percentage of undivided interests in the Common Elements appurtenant to all Units shall be reallocated proportionately in accordance with the formula set forth in Article 4 and Article 5 of this Master Deed and subsection (iii) below, and an appropriate amendment to Exhibits "B", "C", "D" and "G" shall be prepared by Declarant and recorded in the Register of Mesne Conveyances Office for Charleston County, South Carolina. Any conversion of Common Elements and/or Limited Common Elements to Units shall require the consent of any Unit Owner and first Mortgagee whose Unit is affected.

(iii) Condominium Plat Supplements and Other Procedures. If Declarant exercises one or more of its rights as set forth above or any other right which affects the Plat after the Plat has been recorded, it shall cause a supplemental or amended Plat or other appropriate document to be recorded in the Register of Mesne Conveyances Office for Charleston County, South Carolina, reflecting the same, and Declarant shall record an amendment, if necessary, to Exhibit "B" reflecting the same. Upon any physical combining of Units, the resulting Unit shall be allocated the percentage of undivided interest in the Common Elements appurtenant to the Units so combined. Upon any such physical combining of Units to create a single Unit, the Owner of such combined Unit shall be responsible for the assessments for Common Expenses allocable to the Units so combined, as determined pursuant to Article 4 and Article 5. Declarant reserves the right to designate, as additional Limited Common Elements appurtenant to such combined Unit, any walls, floors, or other physical separations between the Units so combined, or any space which would be occupied by such physical separations but for the combination of such Units; provided, however, that such walls, floors, or other physical separations or such space shall automatically become Common Elements if the combined Units become subject to separate ownership in the future. Upon any subdivision of any one or more Units to create additional Units, the resulting Units shall be allocated the percentage of undivided interests in the Common Elements of the Units so subdivided, which undivided interests shall be allocated between or among such Units by Declarant in accordance with the formula set forth in Article 4 and Article 5, and such determination shall be final and conclusive.

(iv) Expiration of Reserved Rights. The reserved rights of Declarant set forth in this Section 20.6(a) shall terminate upon the expiration of the Development Period. Declarant states that: (A) its rights under this Section 20.6(a) or under any other provision of this Master Deed may be exercised with respect to the Common Elements, Limited Common Elements, or various Units at different times; (B) no assurances are made as to the boundaries of the Units, Common Elements, or Limited Common Elements that may be subject to Declarant's rights under this Section 20.6(a), or under any other provision of this Master Deed, or as to the order in which Common Elements, Limited Common Elements, or Units, if any, may be subjected to such rights; and (C) if Declarant exercises any rights as to any Units pursuant to Section 20.6(a) or under any other provision of this Master Deed, such rights may, but need not, be exercised as to all or any other portion of the Property.

(b) Unit Owner Rights. Each Owner of a Unit shall have the right to make alterations to the interiors of their Units, relocate the boundaries between adjoining Units and subdivide their Units in accordance with Section 13.2 of this Master Deed.

20.7 Assignment of Declarant Rights. The Declarant shall be entitled to assign the rights reserved to Declarant in this Master Deed, including without limitation, the rights reserved in this Article 20, to any person or entity to whom any portion of the Property is transferred or mortgaged.

ARTICLE 21: EASEMENTS AND OTHER RESTRICTIONS

21.1 Use and Enjoyment. Each Unit Owner and Occupant shall have a right and non-exclusive easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his/her/its Unit over those portions of the Condominium designated for such purposes), and such easement shall be appurtenant to and shall pass with the title to each Unit, subject to the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Master Deed including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

21.2 Utilities. To the extent that the sprinkler system or any sprinkler room, electrical room, telephone equipment, telephone trunk line, utility line, pipe, wire, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, or shall only be accessible from another Unit, such other Unit, Units, or the Common Elements shall be burdened with an easement for the use, access, maintenance, repair and replacement of such sprinkler system, electrical room, telephone equipment, telephone trunk line, utility line, pipe, wire or conduit, such easement to be in favor of the Association and the Unit, Units, or Common Elements served by the same. It shall be the obligation of the benefited Owner to maintain, replace and repair any pipe, line, conduit, duct or wire owned by such Owner, even if such pipe, line, conduit, duct or wire is located in the Unit of another Owner. In such circumstance, the benefited Owner shall repair all incidental damage to any Unit or the Common Elements resulting from performance of any such work. All Unit Owners hereby covenant and agree that as finished levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Components that may require repair or replacement, such as tile or trim, will be reinstated only to the extent that matching or similar materials are readily available at reasonable costs, as determined in the sole discretion of the Board.

21.3 Pest Control. The Association may, but shall not be obligated to, dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Each Unit Owner shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the Board of Directors to allow entry into the Unit for this purpose. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.

21.4 Declarant Easements.

(a) Declarant hereby reserves for itself, its agents, successors and assigns, a permanent, assignable, transmissible easement upon, over and across the Common Elements (i) for the purpose of installing, repairing, maintaining, replacing or removing any groundwater monitoring well or wells on the Condominium at Declarant's expense; (ii) for the purpose of testing and monitoring any groundwater samples taken therefrom, all in accordance with rules and regulations of the South Carolina Department of Health and Environmental Control and at Declarant's expense; (iii) for the purpose of access, ingress and egress to any such groundwater monitoring wells; and (iv) for the purpose of doing all things reasonably

necessary and proper in connection therewith. The easement described in this Section 21.4(a) may be assigned, in whole or in part, by Declarant.

(b) During the Development Period, Declarant and its duly authorized contractors, representatives, agents, and employees shall have: (i) an easement over, through, under and across the Common Elements for the maintenance of signs, a sales office, a business office, promotional facilities and model Units on the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Unit; (ii) a transferable easement on, over, through, under and across the Common Elements and Limited Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith; and (iii) a transferable easement for the purpose of making improvements to and installing all utility lines, pipes, wires, conduits and ducts serving the Condominium, and/or any Unit, above such Unit and for the purpose of doing all things reasonably necessary and proper in connection therewith.

21.5 Other Easements and Restrictions. The Condominium shall be subject to all covenants, easements and restrictions of record, including, without limitation, the following:

(a) liens for real estate taxes and assessments for the current year and subsequent years;

(b) Declaration of Covenants, Conditions and Restrictions dated September 12, 2008, and recorded in the Register of Mesne Conveyances Office for Charleston County, South Carolina on September 12, 2008, in Book 0009, Page 365;

(c) Indenture made by Declarant in favor of South Carolina Electric & Gas Company dated April 3, 2007, and recorded in the Register of Mesne Conveyances Office for Charleston County, South Carolina on May 18, 2007, in Book D-626, Page 153;

(d) existing and/or recorded easements, conditions, covenants, declarations, reservations and restrictions, including, without limitation, those set forth in this Master Deed;

(e) easements and use rights, if any, reserved by the Declarant hereunder; and

(f) applicable governmental regulations, including zoning laws, which may be imposed upon the Condominium from time to time.

21.6 Easement for Encroachments. To the extent any Unit or Common Element encroaches on any other Unit or Common Element as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachments shall exist for so long as the encroachment exists.

ARTICLE 22: GENERAL PROVISIONS

22.1 Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Property; however, each Owner, on behalf of such Owner and the Owner's family members, invitees, guests, tenants and Occupants of the Unit hereby acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in and to the Condominium. It shall be the responsibility of each Owner to protect such Owner's persons and property and all responsibility to provide security shall lie solely with each Unit Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide

adequate security or ineffectiveness of safety measures undertaken, including, without limitation, the security fence surrounding the Condominium.

Neither the Association, the Declarant or any Declarant-related entity under the Condominium Documents, shall in any way be considered insurers or guarantors of security within the Condominium, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measures cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform his/her/its tenants and all Occupants of his/her/its Unit that the above-named parties are not insurers and that each person using the Condominium assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

22.2 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Master Deed, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

22.3 Amendment.

(a) By Declarant. During the Development Period, the Declarant may unilaterally amend this Master Deed for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Unit Owner(s) or Mortgagee(s) hereunder, nor shall it adversely affect title to any Unit without the written consent of the affected Unit Owner(s) and Mortgagee(s). Thereafter, the Declarant may unilaterally amend this Master Deed at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units; (iv) to correct any typographical, clerical or scrivener's errors; or (v) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not materially adversely affect the substantive rights of any Unit Owner(s) or Mortgagee(s) hereunder, nor shall it adversely affect the title to any Unit without the written consent of the affected Unit Owner(s) and Mortgagee(s).

(b) By Members. Except where a higher vote is required for action under any other provisions of this Master Deed or by the Act, in which case such higher vote shall be necessary to amend such provision, this Master Deed may be amended by the written consent of the members of the Association holding sixty-seven percent (67%) of the Total Eligible Association Vote, and the consent of the Declarant during the Development Period. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by an officer of the Association, executed by Declarant with the same formalities as a deed, if the consent of Declarant is required, and recorded in the Register of Mesne Conveyances Office for Charleston County, South Carolina. Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time. Notwithstanding anything contained herein to the contrary, no provision of this Master Deed granting, reserving, establishing or conferring any right or easement in favor of Declarant may be amended without the written consent of Declarant, and no amendment to this Master Deed purporting to impose any obligation of

Declarant or to clarify, expand, alter or modify any existing obligation of Declarant, shall be effective without the written consent of Declarant.

(c) Regarding Commercial Use Restrictions. Notwithstanding anything to the contrary contained herein, no amendment to the Commercial Unit use restrictions of Section 13.1(b) of this Master Deed shall be valid without the consent and approval of all of the Owners of the Commercial Units, in addition to the consents required in (a) or (b) above, as the case may be.

22.4 Actions Requiring Owner Approval. If either the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs is insuring or guaranteeing the Mortgage on any Unit, then the following actions shall require the prior approval of members representing not less sixty-seven percent (67%) of the Total Eligible Association Vote and the consent of the Declarant, during the Development Period: (a) dedication, conveyance or mortgaging of Common Elements; and (b) merger, consolidation or dissolution of the Association. Notwithstanding anything to the contrary in this Section, the Association, acting through its Board, may grant easements over the Common Elements for the installation and maintenance of utilities and drainage facilities and for other purposes not inconsistent with the intended use of the Common Elements, without the approval of the membership.

22.5 Compliance. Every Owner and Occupant of any Unit shall comply with this Master Deed, the By-Laws and the rules of the Association. Failure to comply shall be grounds for an action by the Association or, in a proper case, by any aggrieved Unit Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Article 8, Section 8.3.

22.6 Severability. Whenever possible, each provision of this Master Deed shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Master Deed to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Master Deed are declared to be severable.

22.7 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

22.8 Notices. Notices provided for in this Master Deed or the Articles or By-Laws shall be in writing, and shall be addressed to any Owner at the address of the Unit and to the Declarant or the Association at the address of their respective registered agents in the State of South Carolina. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Notices addressed as above shall be deemed delivered three (3) business days after mailing by United States registered or certified mail, postage paid, or upon delivery when delivered in person, including delivery by Federal Express or other reputable courier service.

22.9 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Master Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

22.10 Indemnification. To the fullest extent allowed by the South Carolina Nonprofit Corporation Act and applicable law, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in

connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available in the opinion of the Board.

22.11 Submerged Land Notice. All activities on or over and all uses of submerged land or critical areas are subject to the jurisdiction of the South Carolina Department of Health and Environmental Control including, but not limited to, the requirement that any activity or use must be authorized by the South Carolina Department of Health and Environmental Control. Any Owner is liable to the extent of his/her/its ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters or any other critical area.

22.12 Ongoing Construction. Each Owner acknowledges, understands, and covenants to inform his/her/its lessees and all Occupants of his/her/its Unit that the Condominium and the areas adjacent to the Condominium are subject to further development and expansion, and therefore, there may be certain inconveniences during any period of construction, and Owner waives all claims with respect thereto. Owner agrees that if Owner or Owner's family members, invitees, guests, tenants, contractors, agents or Occupants enter onto any area of construction, they do so at their own risk, and neither the Declarant, a Declarant-related entity, the Association, nor their respective contractors, agents or employees shall be liable for any damage, loss or injury to such persons.

22.13 Disclosures. Each Owner and Occupant acknowledges the following:

(a) The Condominium is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved or widened in the future.

(b) The views from a Unit may change over time due to, among other things, additional development and the removal or addition of landscaping.

(c) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(d) No representations are made regarding the schools that currently, or which may in the future, serve the Condominium.

(e) Since, in every neighborhood, there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside of the Condominium property which an Owner or Occupant may find objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with neighborhood conditions which could affect the Unit.

(f) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one (1) Unit to another.

(g) Restaurant or other noise and odor may emanate from the retail and commercial spaces located or to be located adjacent to the Condominium.

(h) The Unit floor plan and the dimensions and square footage shown thereon are only approximations. If Purchaser is concerned about any representation regarding the Unit floor plan, Purchaser should do his/her/its own investigation as to the dimensions, measurements and square footage of the Unit.

(i) Exposed concrete surfaces in portions of the Condominium which are not heated and cooled are subject to cracking due to (A) water penetration, (B) expansion and contraction of the concrete with temperature changes, and (C) building settlement.

(j) Concrete surfaces in heated and cooled portions of the Condominium are subject to cracking due to building settlement.

(k) Concrete and hardwood surfaces and other uncovered surfaces within a Unit may transmit noise, and such noise shall not constitute a use of the Unit that interferes with or causes disruption to the use and enjoyment of another Unit by its respective Owner and/or Occupant.

(l) A Unit may trap humidity created by every day living (cooking, bathing, laundering etc.). As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold (see Section 16.6).

(m) Portions of the Condominium may not be landscaped and may be allowed to return to their natural state.

(n) Declarant shall not be responsible for responding to or taking any affirmative action on behalf of the Association or an individual member of the Association to mitigate, alleviate, remedy or cure any off-site conditions that may directly impact the Condominium or any portion thereof, and such inaction by the Declarant shall not constitute a breach of fiduciary duty by the directors and officers of the Association that are appointed by the Declarant.

(o) While the drainage system for surface water runoff on the Condominium will be constructed in accordance with applicable governmental standards, the Condominium may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

(p) Light may emit from improvements on adjacent properties.

(q) Ponding of water may occur on flat surfaces, including, but not limited to patios and balconies.

22.14 Fiscal Management. The Board of the Association shall cause to be maintained at the office of the Association a file containing current copies of this Master Deed, the Articles of Incorporation and the By-laws of the Association, any rules and regulations applicable to the Condominium, and other books, records and financial statements of the Association. Such file and the documents and information contained therein shall be available for inspection, upon request, during normal business hours, to all Unit Owners, lenders, holders and insurers of first mortgages or deeds of trust on any Unit and prospective

purchasers, all of whom may also, upon request and payment of a reasonable charge determined by the Board, obtain copies thereof. An audit of the accounts of the Association for the preceding fiscal year (if the Association has been established for a full fiscal year) shall be made annually, and a copy of the report shall be furnished to each Unit Owner not later than one hundred twenty (120) days after the Association's fiscal year-end. The audited statement shall be available to the holder, insurer, or guarantor of any first mortgage that is secured by a Unit on submission of a written request for it.

22.15 Contract Rights of the Association. The undertakings and contracts entered into by or on behalf of the Association (including contracts for the management of the Condominium) during the time Declarant has the right to appoint a majority of the members of the Board of the Association shall be binding upon the Association in the same manner as though such undertakings and contracts had been entered into by or on behalf of the Association after the Board duly elected by the membership of the Association takes office; provided, however, that (a) any management contract, employment contract, or lease of recreational or parking areas or facilities, (b) any other contract or lease between the Association and the Declarant or an affiliate of a Declarant, or (c) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the Board of which a majority of the members of which are elected by the Unit Owners takes office, effective upon written notice to the other party. Notice of the substance of the provisions of this Article shall be set out in each contract entered into by or on behalf of the Association during the time Declarant has the right to appoint a majority of the members of the Board of the Association.

22.16 Dispute Resolution. Prior to filing a lawsuit against Declarant, the Association, the Board, or any officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to Declarant, any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board or Declarant and resolve the dispute in an amicable fashion, and shall give the Board or Declarant a reasonable opportunity to address the Owner or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board or Declarant shall give notice of the date, time and place of the hearing to the Person requesting the hearing. The Board or Declarant shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

22.17 Successor Declarants. Any successor to Declarant shall not be responsible or subject to liability by operation of law or through the purchase of Declarant's interest in the Condominium or any portion thereof at foreclosure or otherwise for any act, omission, or matter occurring or arising from any act, omission, or matter occurring prior to the time the successor succeeded to the interest of Declarant.

22.18 Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof; but rather, all such actions shall be instituted by the Person(s) owning such Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once the Development Period has expired, the Association's Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements and Area of Common Responsibility on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns. As set forth in Section 22.3 hereof, no provision of this Master Deed granting, reserving, establishing or conferring any right or easement in favor of Declarant may be amended without the written consent of Declarant, and no amendment to this Master Deed

purporting to impose any obligation on Declarant or to clarify, expand, alter or modify any existing obligation of Declarant, shall be effective without the written consent of Declarant.

RMC BK 0009 Pg 425 : pg 59 *

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[Signatures on the following pages]

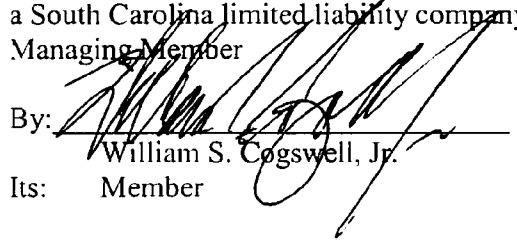
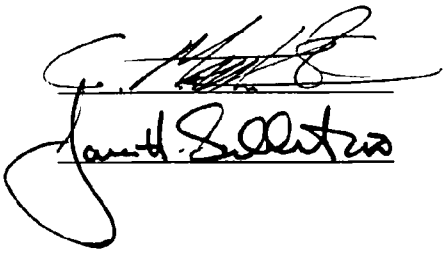
IN WITNESS WHEREOF, the Declarant has executed this Master Deed this 12th day of September, 2008.

IN THE PRESENCE OF:

DECLARANT:

ONE COOL BLOW, LLC,
a South Carolina limited liability company

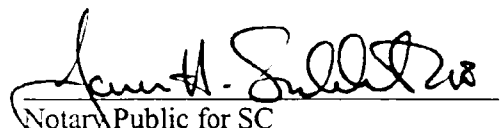
By: WECCO of Charleston, L.L.C.,
a South Carolina limited liability company
Its: Managing Member



By: _____
William S. Cogswell, Jr.
Its: Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing Master Deed was acknowledged before me this 12th day of September, 2008, by One Cool Blow, LLC, a South Carolina limited liability company, by WECCO of Charleston, L.L.C., a South Carolina limited liability company, its Managing Member, by William S. Cogswell, Jr., its Member.



Notary Public for SC
My Commission Expires: 11/21/2010

CONSENT AND JOINDER OF MORTGAGEE

RMC Bk 0009 Pg 425 : pg 61 *

South Carolina Bank and Trust, being the owner and holder of (i) that certain Mortgage and Security Agreement from One Cool Blow, LLC, dated March 12, 2007, and recorded on March 13, 2007, in Mortgage Book J-618, at Page 662 in the RMC Office for Charleston County, South Carolina, and (ii) that certain Mortgage and Security Agreement from One Cool Blow, LLC, dated March 12, 2007, and recorded on March 13, 2007, in Mortgage Book J-618, at Page 685 in the RMC Office for Charleston County, South Carolina (together, the "*Mortgages*"), consents to the recordation of the Master Deed of One Cool Blow Horizontal Property Regime dated September 12, 2008 (the "*Master Deed*") being recorded in the RMC Office for Charleston County, South Carolina, and subordinates its interest under the Mortgages and under any other collateral lien documents given in connection with the Mortgages, as the same affect the property described in the Master Deed, to the terms of the Master Deed, all to the end that the Mortgage henceforth shall encumber each and every Unit in said Horizontal Property Regime together with the interest in the Common Elements appurtenant to each Unit.

This Consent and Joinder of Mortgagee shall be binding upon the undersigned, its successors and assigns.

IN WITNESS WHEREOF, South Carolina Bank and Trust has caused this Consent and Joinder of Mortgagee to be executed in its name and by its duly authorized Officer this 8th day of September, 2008.

IN THE PRESENCE OF:

SOUTH CAROLINA BANK AND TRUST

By: August C. Claussen, III (SEAL)

Print Name: AUGUST C. CLAUSSEN, III

Its: SENIOR VICE PRESIDENT

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 8th day of September, 2008, by South Carolina Bank and Trust, by August C. Claussen, III, its Senior Vice President.

James H. Scalet
Notary Public for SC
My Commission Expires:

EXHIBIT "A"

Legal Description

ALL those certain lots, pieces or parcels of land situate, lying and being in Ward 10, City of Charleston, County of Charleston, State aforesaid, and being a portion of a tract of land known as Cool Blow, said lots being numbered 86, 87, 88, 89, 90, 91, 92, 93, 94, 95 and 96 on a plat made by Louis J. Barbot, City Surveyor, in July 1884 showing the subdivision of the Cool Blow Tract into building lots, which said plat is on record in the RMC Office for Charleston County in Plat book C at page 44, and having such shape, metes and bounds, measurements, courses and distances as shown thereon, as by reference to said plat being a part and parcel of this description by reference thereto.

Being the same property conveyed to One Cool Blow, LLC, by deed of Rabloom Properties, LLC dated March 12, 2007, and recorded in Book F-618, Page 852, RMC Office for Charleston County, SC.

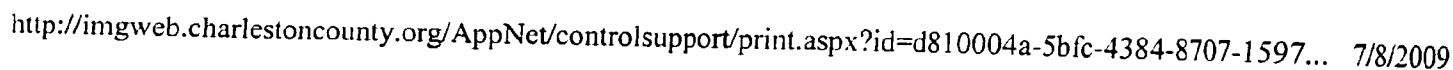
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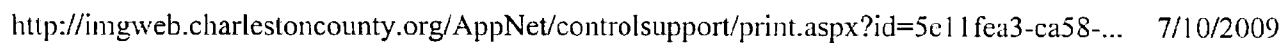
EXHIBIT "B"

Plot Plan (As-built Survey) and Surveyor's Certificate

(SEE ATTACHED)

RMC Bk 0009 Pg 425 : pg 63 *





SURVEYOR'S CERTIFICATE

The undersigned Land Surveyor, Alexander C. Peabody, S.C.P.L.S. No. 20194, authorized and licensed to practice in the State of South Carolina, hereby certifies pursuant to Section 27-31-110, Code of Laws of South Carolina, that I have surveyed the property shown on Exhibit "B" to the Master Deed of One Cool Blow Horizontal Property Regime, and that said Survey and Plot Plan shows the true dimensions of the property and horizontal and vertical location of the buildings and other improvements within the property boundaries, that the buildings and improvements do not encroach or project on adjacent streets or property except as may be shown thereon, that there are no encroachments on the said premises except as shown thereon, and that the precision is 1/20,000; and this is to further certify that said Survey and Plot Plan accurately depicts, within reasonable construction tolerances, the dimensions, area and location of the buildings shown thereon, both vertically and horizontally, and the dimensions, layout, area and location of the Common Elements of the buildings and Units shown thereon.

Witness my Hand and Seal this 21st day of August, 2008.

WITNESSETH:

Dellie J. J. J.
Jennifer Cook

Alexander C. Peabody
S.C.P.L.S. No.: 20194

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, Jennifer Cook (Notary Public), do hereby certify that Alexander C. Peabody personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 21st day of August, 2008.

Jennifer B. Cook
Notary Public for South Carolina
My Commission Expires: 3/22/12

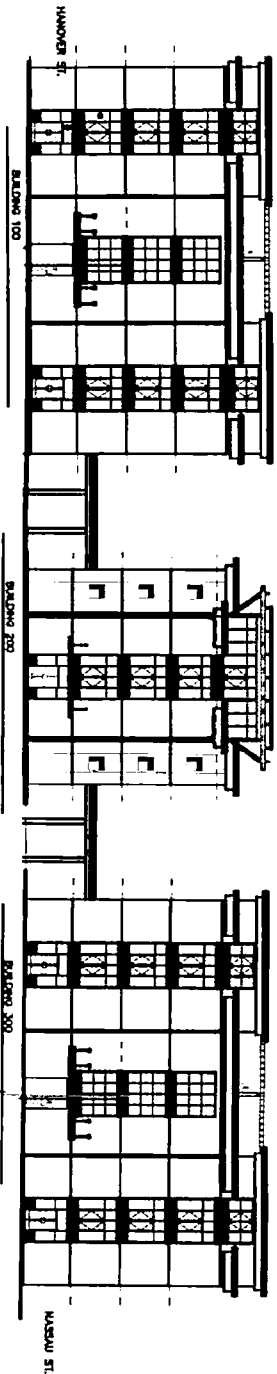
EXHIBIT "C"

Elevations, Floor Plans and Architect's Certificate

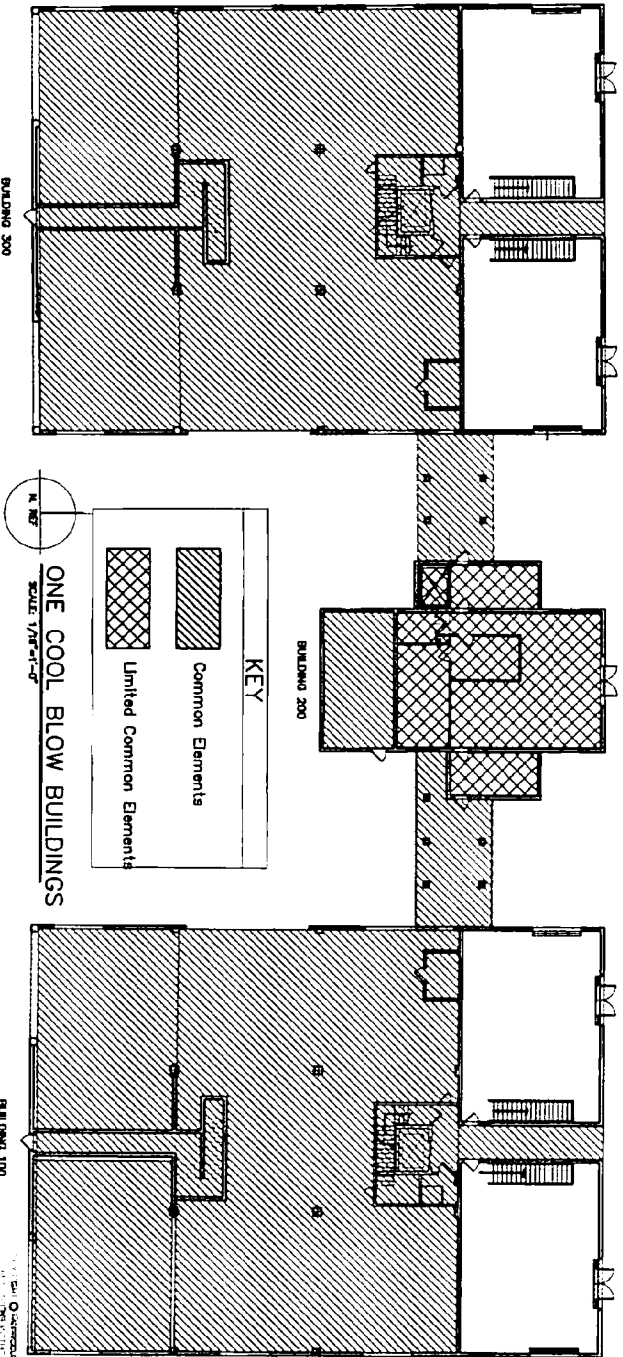
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RMC BK 0009 Pg 425 : pg 66 *

EXHIBIT "C" TO MASTER DEED FOR: ONE COOL BLOW HORIZONTAL REGIME

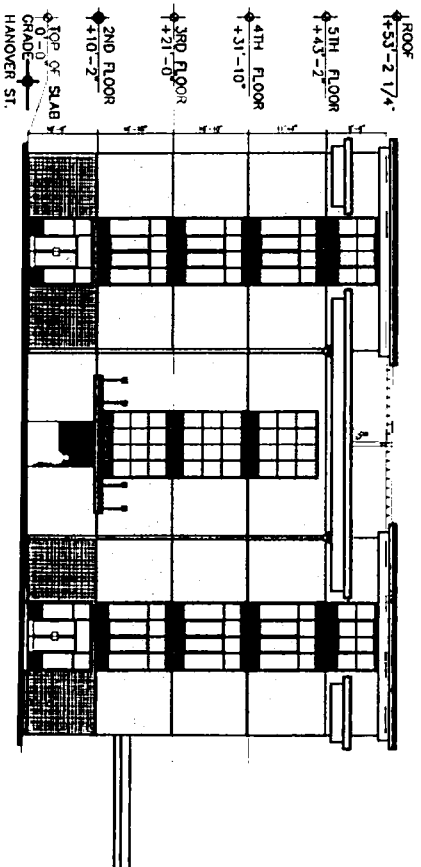
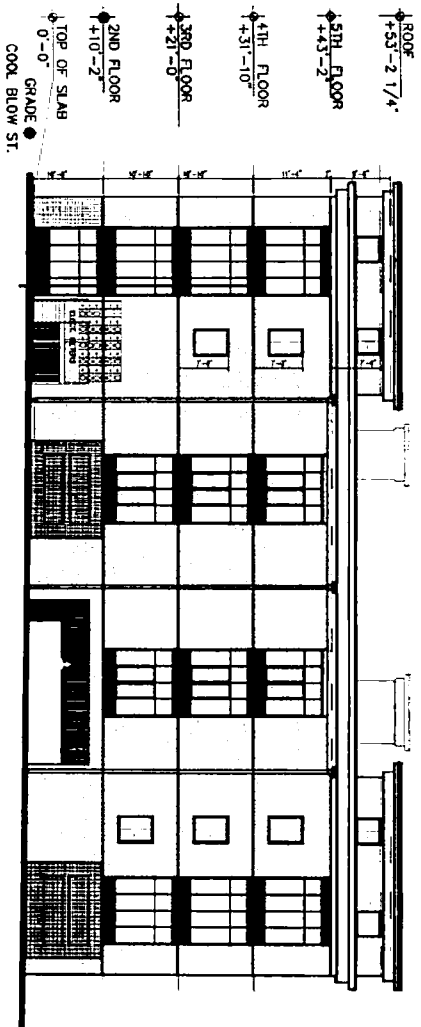


DAVID
WHITNEY
KIMBLE/ATA
A. KIMBLE & ASSOCIATES, INC.
ARCHITECTS
1000 BROADWAY, SUITE 1000
NEW YORK, NY 10018
TEL: 212-691-1000
FAX: 212-691-1001



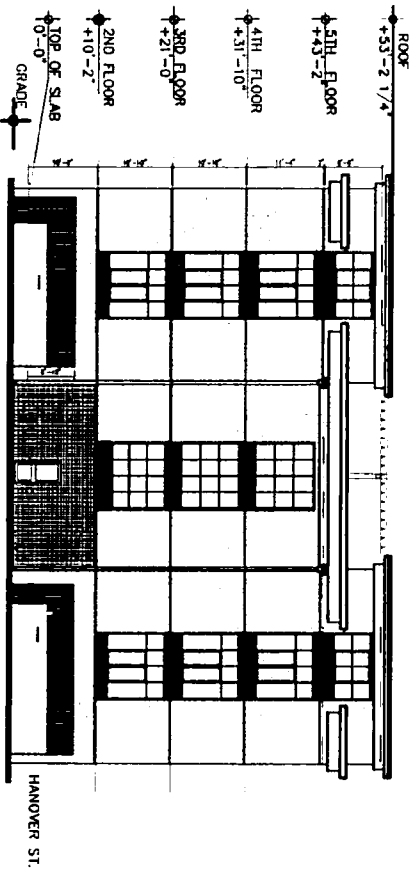
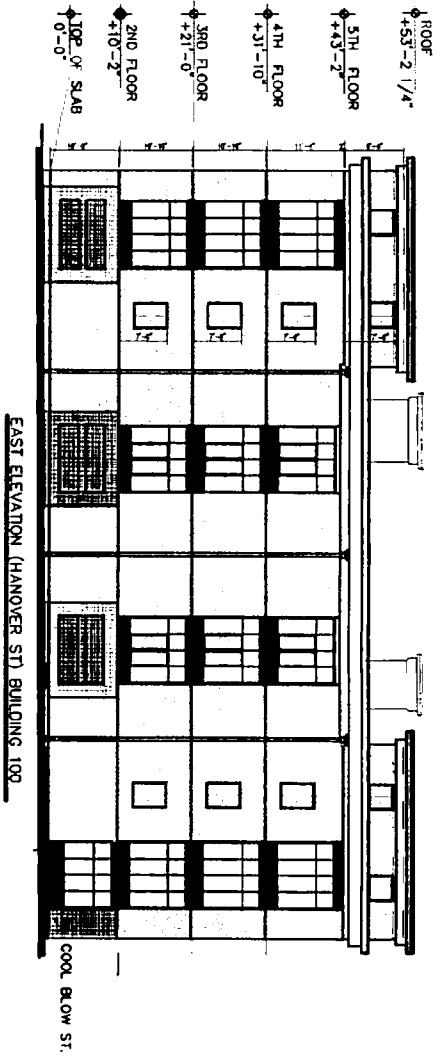
ONE COOL BLOW BUILDINGS

ADDRESS:
1 COOL BLOW ST.
CHARLESTON, SC



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**DAVID
WHITNEY
KIMBLE, AIA**
6 ASSOCIATES, INC.
ARCHITECTURE
AND PLANNING
7 CHARLOTTE STREET
CHARLOTTE
SOUTH CAROLINA 29403



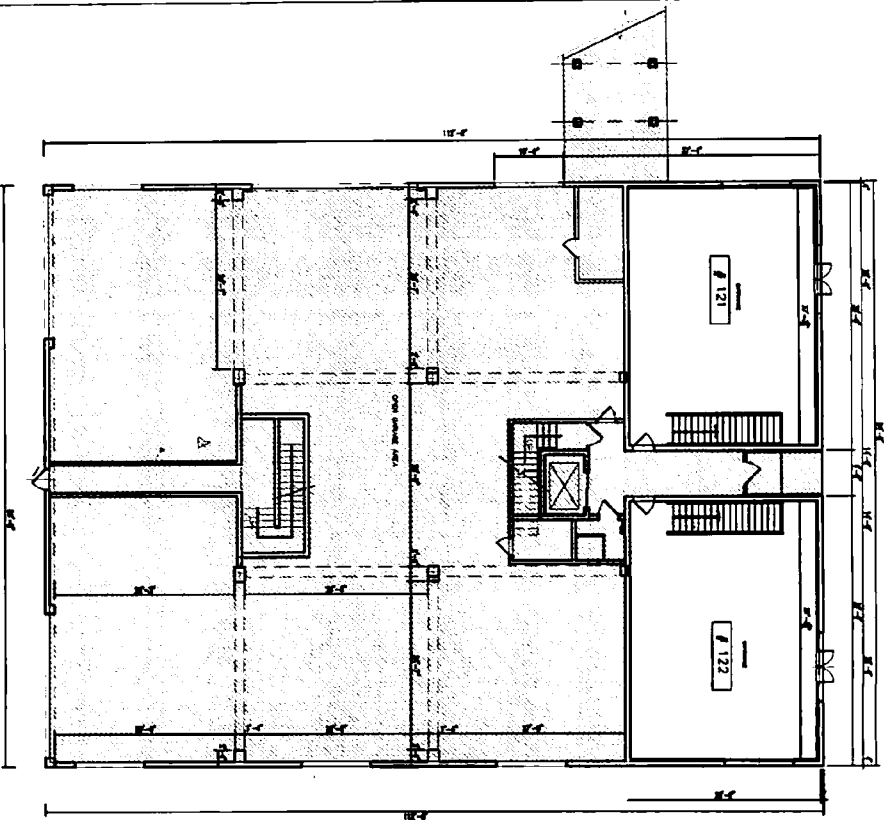
NOTES: 1. ALL ELEVATIONS ARE TO BE CONSIDERED AS APPROXIMATE. 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DAVID
WHITNEY
KIMBLE, AIA
ARCHITECTS, INC.
ARCHITECTS
AND PLANNERS
700 KENNEDY STREET
SUITE 200 (MA 02111)

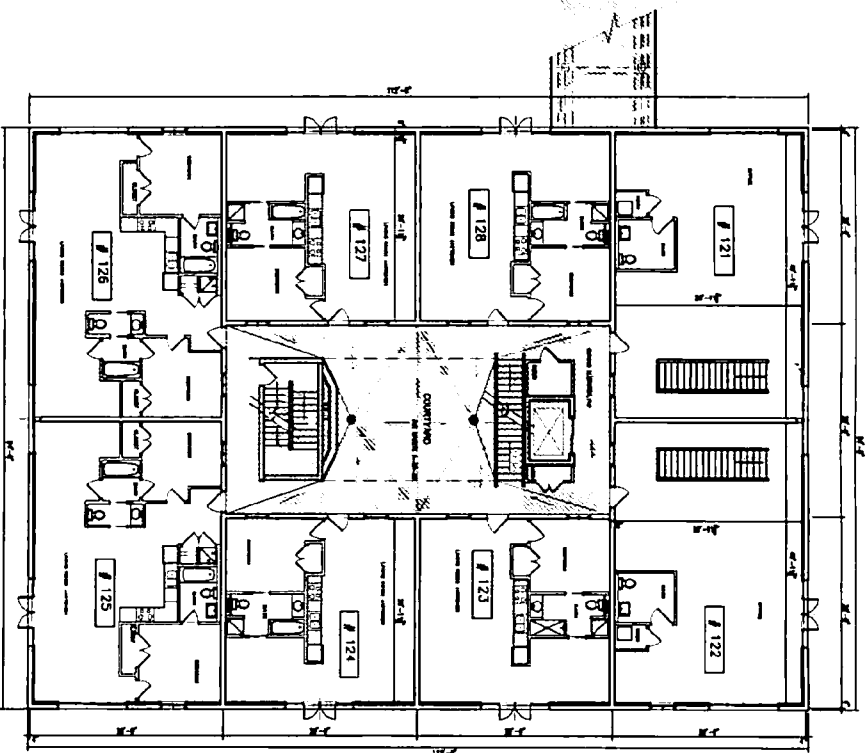


**DAVID
WHITNEY
KIMBLE, AIA**
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ARCHITECTURE
AND PLANNING
7 CHARLOTTE STREET
CHARLOTTE
SOUTH CAROLINA 29403

BUILDING 100 - GROUND FLOOR



BUMDENG 100-2ND FLOOR

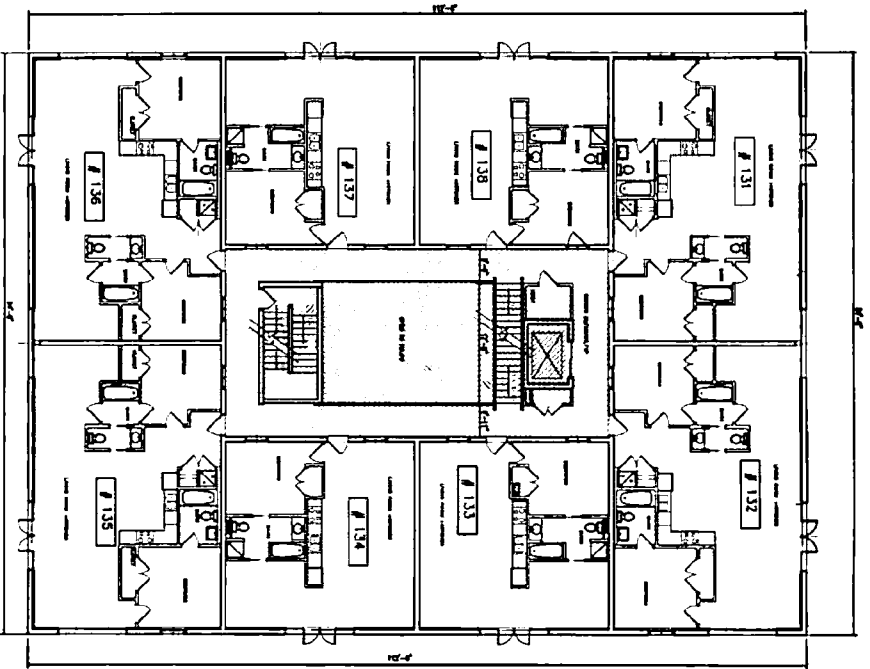


ONE COOL BLOW CONDOMINIUMS

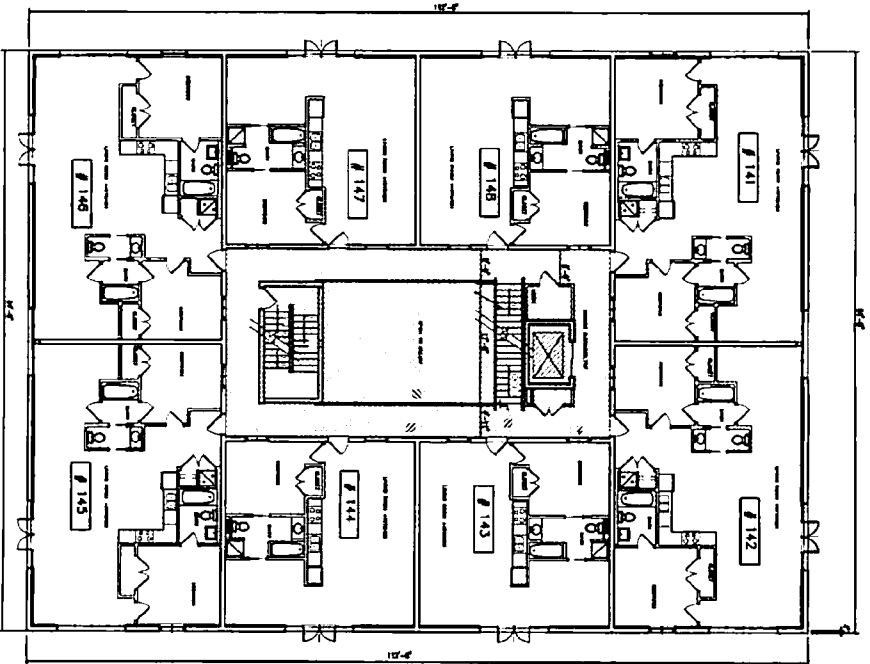
KEY

	Common Elements
	Unlabeled Common Elements

Abstracts of Reports of the material, with the appropriate citation to the PROCEEDINGS of the American Chemical Society, are available from the American Chemical Society, 11 Dupont Circle, N.W., Washington, D.C. 20036.



BUILDING 100-3RD FLOOR



BUILDING 100-4TH FLOOR

ONE COOL BLOW CONDOMINIUMS

THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS, AND REPRESENT EXISTING CONDITIONS WITHIN NORMAL CONSTRUCTION TOLERANCES.

ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

KEY	
	Common Elements
	Unit's Common Elements

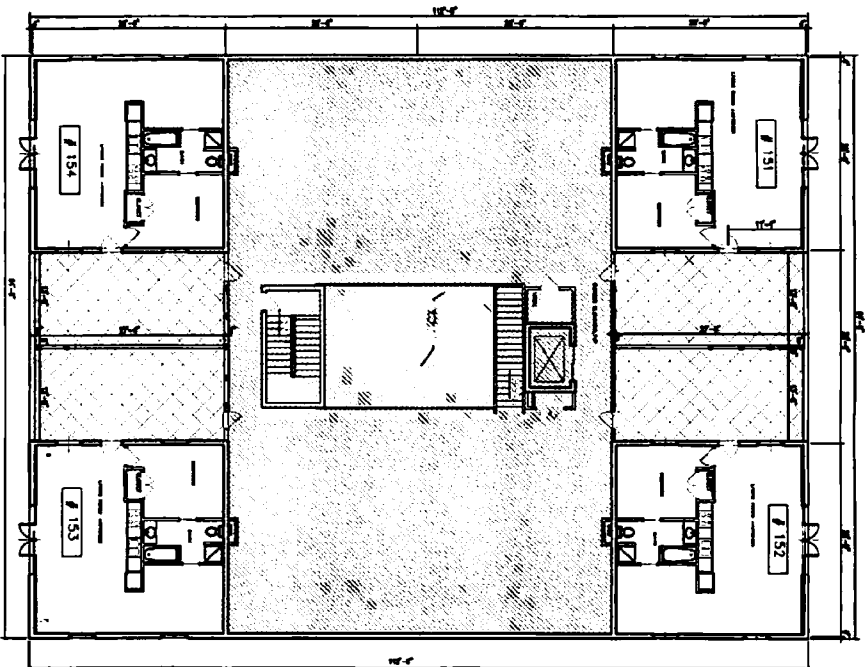


**DAVID
WHITNEY
KIMBLE/AIA
& ASSOCIATES, INC.**

REGISTERED
ARCHITECTS
AND PLANNERS

1000 CALIFORNIA STREET
SUITE 1000
SOUTH SAN FRANCISCO, CA 94080

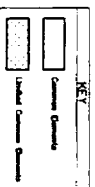
THIS REPORT IS A REPRESENTATION OF THE WORK OF THE ARCHITECT, ENGINEER OR PLANNING PROFESSIONAL AND IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION OR THE RESULTS OF THE INVESTIGATION. THE ARCHITECT, ENGINEER OR PLANNING PROFESSIONAL IS NOT RESPONSIBLE FOR THE RESULTS OF THE INVESTIGATION.



BUILDING 100 - 5TH LEVEL

ONE COOL BLOW CONDORNIUMS

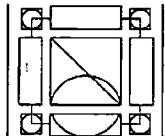
THE ABOVE FLOOR PLAN IS A REPRESENTATION OF THE PROPOSED FLOOR PLAN FOR THE ONE COOL BLOW CONDORNIUMS. THE FLOOR PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE. THE FLOOR PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE FLOOR PLAN IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE FLOOR PLAN IS THE PROPERTY OF THE ARCHITECT AND IS TO BE KEPT IN CONFIDENCE. THE FLOOR PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE FLOOR PLAN IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE FLOOR PLAN IS THE PROPERTY OF THE ARCHITECT AND IS TO BE KEPT IN CONFIDENCE.



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KIMBLE AIA
ARCHITECTS, INC.

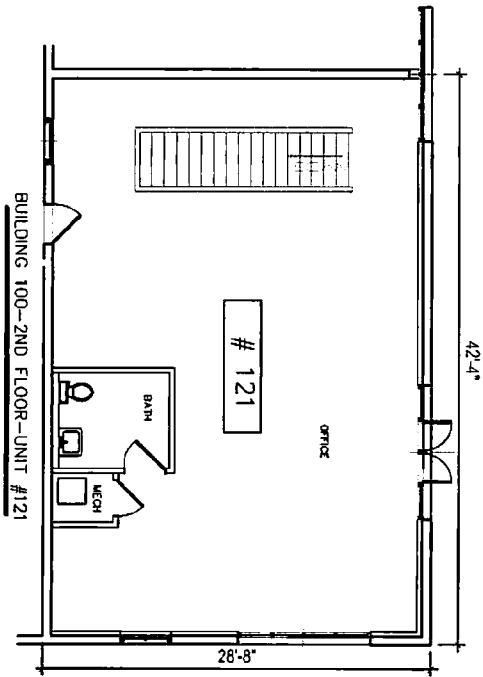
ARCHITECTS
AND PLANNERS

ARCHITECTS
AND PLANNERS
7 COLUMBIA STREET
CHAMBERSBURG
PENN. 17003



DAVID
WHITNEY
KIMBLE, AIA
ARCHITECTS, INC.
7 CHARLOTTE STREET
AND BURLINGTON
BURLINGTON, VERMONT 05401

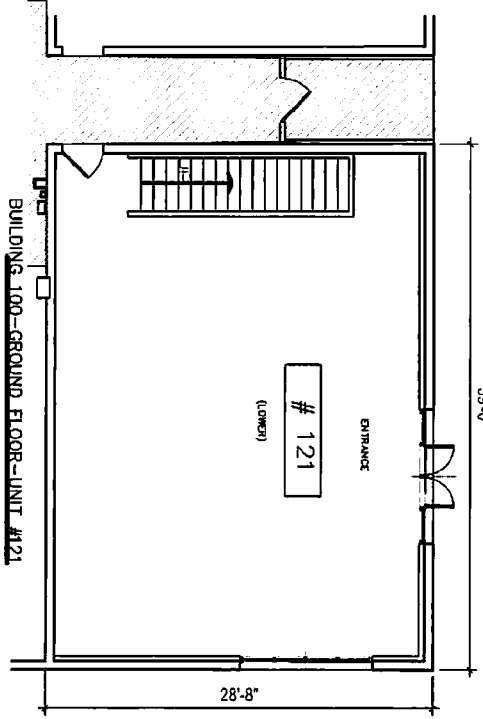
BUILDING 100 2ND FLOOR-UNIT #121	HEATED 2332 S.F.	APPROXIMATELY
CROSS 2332 S.F.	APPROXIMATELY	



KEY

Common Elements

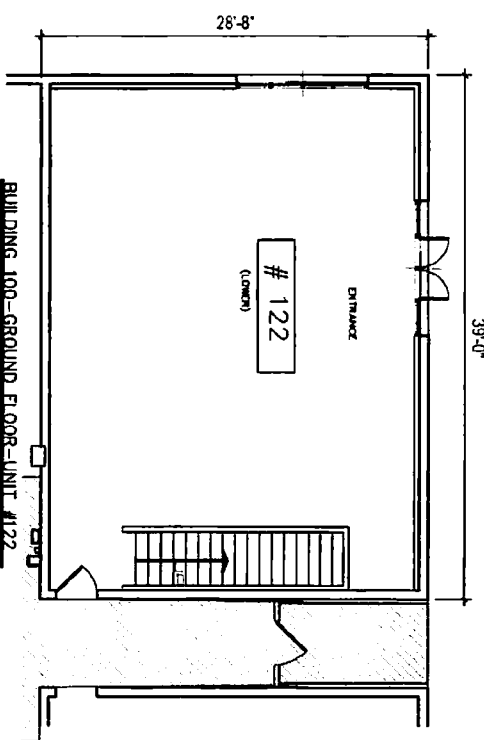
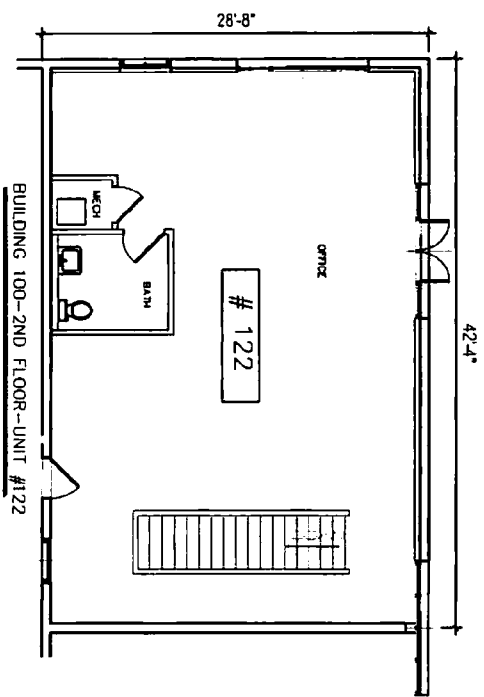
Limited Common Elements



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND JOINTS ARE SHOWN FOR INFORMATION ONLY. THE SEVERAL PROVIDE CALCULATIONS SHOWN HEREIN ARE ONLY APPROXIMATIONS, AND REPRESENT EXISTING CONDITIONS WITHIN NORMAL CONSTRUCTION TOLERANCES.
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD CONSULT WITH AN ARCHITECT OR ENGINEER FOR A PROFESSIONAL OPINION AS TO EXISTING DIMENSIONS, OCCUPANCY AND SOUND PROVIDE OF THE UNIT.

BUILDING 100
UNIT #121

BUILDING 100-2ND FLOOR-UNIT #122			
HEATED	2332 S.F.	APPROXIMATELY	
GROSS	2332 S.F.	APPROXIMATELY	



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS ARE FOR THE BUILDING PROVIDED AS A GUIDE ONLY. APPROXIMATE DIMENSIONS ARE GIVEN FOR CONSTRUCTION TOLERANCES. ANY UNIT OWNER WHO IS CONCERNED ABOUT AIR REGENERATION RELYING ON THIS FLOOR PLAN SHOULD CONSULT WITH AN INDEPENDENT INVESTIGATOR AS TO EXISTING DIMENSIONS AND SOUND PROOF OF THE UNIT.

KEY

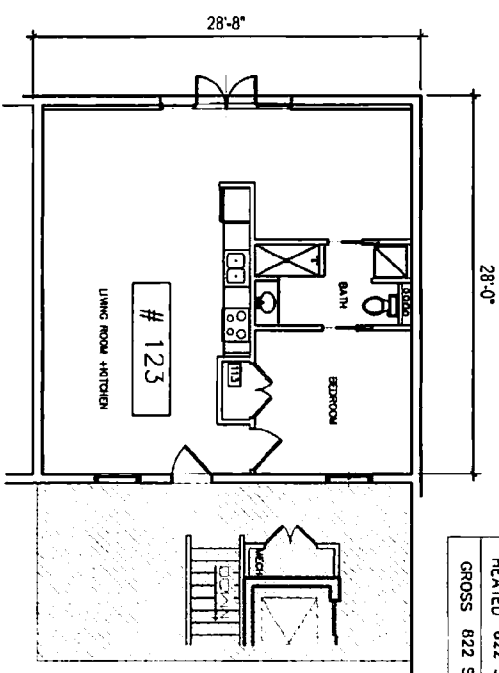
Common Elements

Limited Common Elements

BUILDING 100
UNIT #122

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ARCHITECTS, INC.
ARCHITECTS
AND PLANNERS
1000 LEXINGTON STREET
SUITE 200
BOSTON, MA 02116

BUILDING 100-2ND FLOOR-UNIT #123	
HEATED 822 S.F.	APPROXIMATELY
GROSS 822 S.F.	APPROXIMATELY



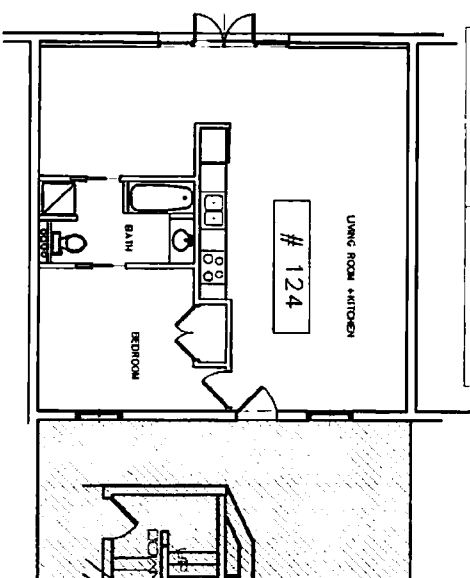
ONE COOL BLOW CONDOMINIUMS

THE FLOOR PLAN AND THE DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS, NO REPRESENTATION OR WARRANTY IS MADE THAT THE CONSTRUCTION WILL MEET SUCH DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS.

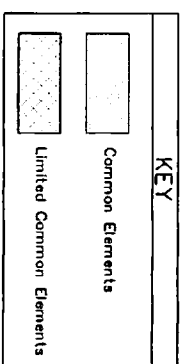
KEY	
☐	Common Elements
☐	Limited Common Elements

BUILDING 100
UNIT #123

BUILDING 100 2ND	FLOOR-UNIT# 124
APPROXIMATELY	822 S.F. HEATED
APPROXIMATELY	822 S.F. GROSS



ONE COOL BLOW CONDOMINIUMS



BUILDING 100
UNIT #124

Floor plan for Unit #125, a 2-bedroom, 1-bath apartment. The unit is 28'-8" wide and 42'-4" deep. It features two bedrooms, each with a closet, a central bathroom, a kitchen, a dining area, and a living room with a fireplace. The unit is located on the 4th floor of a 4-story building.

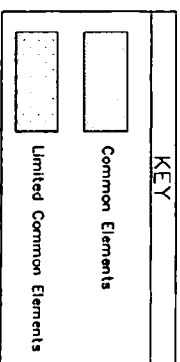
ONE COOL BLOW CONDOMINIUMS

THE FLOOR PLAN AND THE CHANGES AND JOBS TO SUITE FLOOR PLAN CALLERS SHOW CONSTRUCTION RELATED AND REFINISHES EXISTING CONDITIONS WITHIN NORMAL

NOT BUT COVERED AND COVERED ABOUT ANY REVISIONS BEHAVING THE FLOOR PLAN

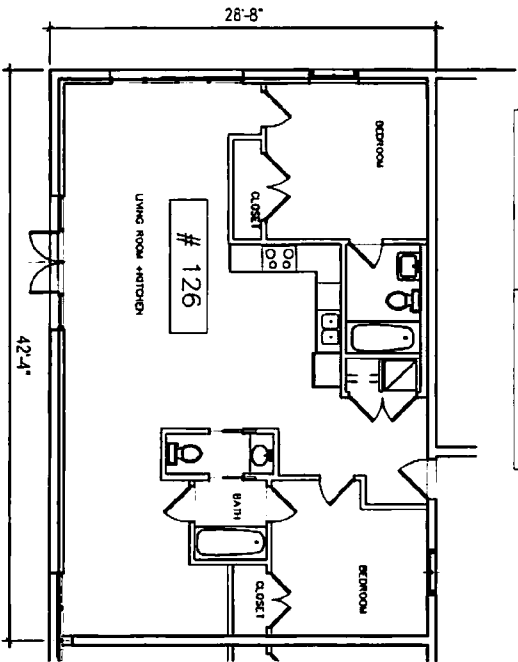
THESE REVISIONS IS TO ADDITIONAL REVISIONS AND REVISIONS

FOOTING OF THE UNIT.

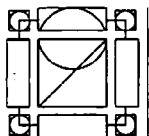
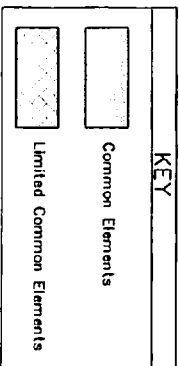


BUILDING 100
UNIT #125

BUILDING 100-2ND FLOOR- UNIT #126	
APPROXIMATELY	1214 S.F. HEATED
APPROXIMATELY	1214 S.F. GROSS



ONE COOL BLOW CONDOMINIUMS
 THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS, AND NEITHER CREATING CONDITIONS WITHIN NORMAL CONSTRUCTION VARIATIONS. THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES.

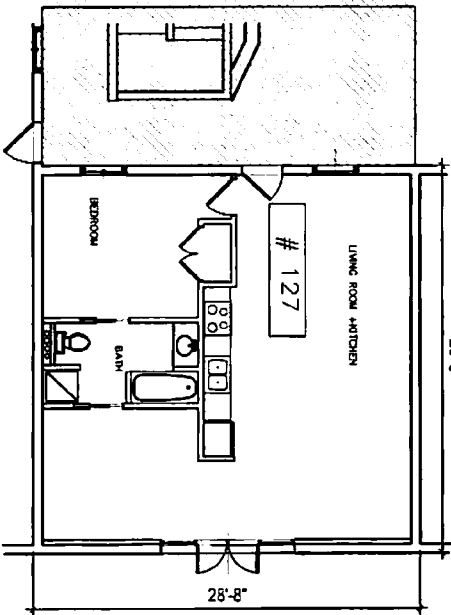


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 & ASSOCIATES, INC.
 ARCHITECTURE
 AND PLANNING
 76-BALLANTINE STREET
 DOWNTOWN, MINNAPOLIS, MN 55401
 TEL: 612-338-1111 FAX: 612-338-1112

BUILDING 100
 UNIT #126

BUILDING 100-2ND FLOOR-UNIT#127	
APPROXIMATELY	822 S.F. HEATED
APPROXIMATELY	822 S.F. GROSS

28'-8"

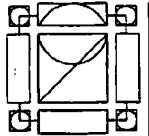


ONE COOL BLOW CONDOMINIUMS

THIS IS A ONE FLOOR UNIT AND THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BUILDING DEPARTMENT'S CONSTRUCTION TOLERANCES. THE UNIT SHALL BE CONSIDERED AS A ONE FLOOR UNIT AND THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BUILDING DEPARTMENT'S CONSTRUCTION TOLERANCES. THE UNIT SHALL BE CONSIDERED AS A ONE FLOOR UNIT AND THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BUILDING DEPARTMENT'S CONSTRUCTION TOLERANCES.

KEY

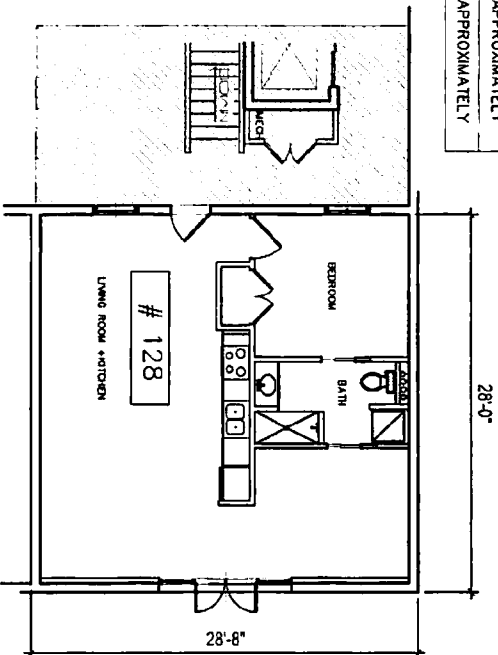
	Common Elements
	Limited Common Elements



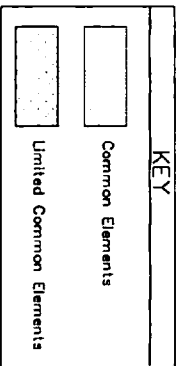
DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT
AND PLANNING
CONSULTANTS
SERIES
OF CONDOMINIUMS

BUILDING 100
UNIT # 127

BUILDING 100-2ND FLOOR-UNIT #128		
HEATED	822 S.F.	APPROXIMATELY
GROSS	822 S.F.	APPROXIMATELY

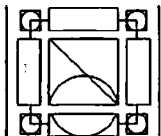


ONE COOL BLOW CONDOMINIUMS
 THIS FLOOR PLAN AND THE DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS SHOWN
 HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE A WARRANTY OR
 GUARANTEE OF ANY KIND. THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREIN ARE
 BASED ON THE ASSUMPTION THAT THE DIMENSIONS AND /OR THE SQUARE FOOTAGE
 CALCULATIONS SHOWN HEREIN ARE CORRECT. THE SQUARE FOOTAGE CALCULATIONS
 SHOWN HEREIN ARE NOT A GUARANTEE OF ANY KIND. THE SQUARE FOOTAGE
 CALCULATIONS SHOWN HEREIN ARE NOT A GUARANTEE OF ANY KIND. THE SQUARE
 FOOTAGE CALCULATIONS SHOWN HEREIN ARE NOT A GUARANTEE OF ANY KIND.



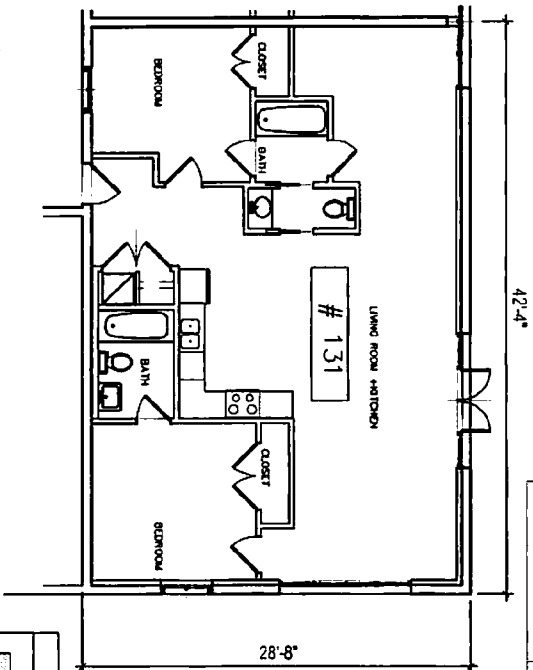
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 KIMBLE, AIA
 ASSOCIATES, INC.
 ARCHITECT
 AND PLANNING
 7 CHARLOTTE STREET
 SUITE 200
 CHARLOTTE, NC 28202

BUILDING 100
 UNIT #128

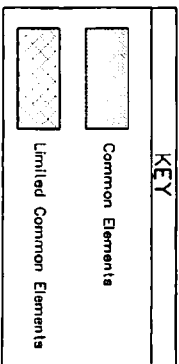


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KIMBLE, AIA
ARCHITECT, INC.
ARCHITECTURE
AND PLANNING
7 FULHAM STREET
NEWTON, MASSACHUSETTS 02459
TEL: 617/552-1234
FAX: 617/552-1235
WWW.DWKIMBLE.COM

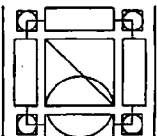
BUILDING 100-3RD FLOOR- UNIT #131	
HEATED 1214 S.F.	APPROXIMATELY
GROSS 1214 S.F.	APPROXIMATELY



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND FOR THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE APPROXIMATE AND NOT TO BE USED FOR CONSTRUCTION PURPOSES.
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THE FLOOR PLAN
SHOULD DO SO WITH OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE
FOOTAGE OF THE UNIT.

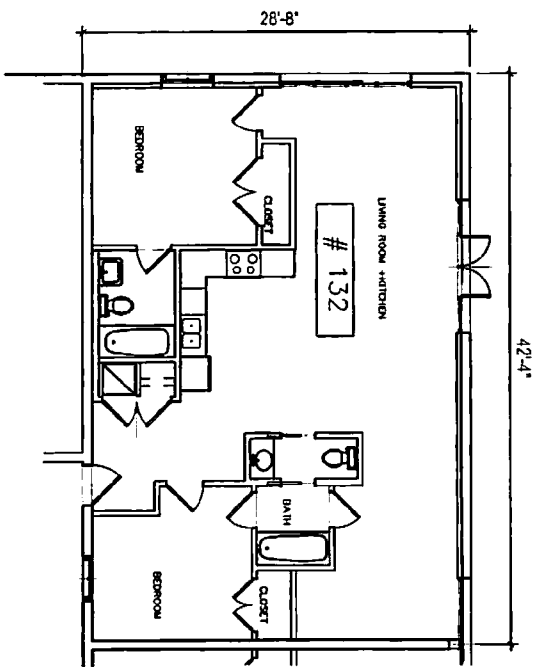


BUILDING 100
UNIT #131



DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT
3000 CALIFORNIA STREET
SOUTH CAROLINA 29403

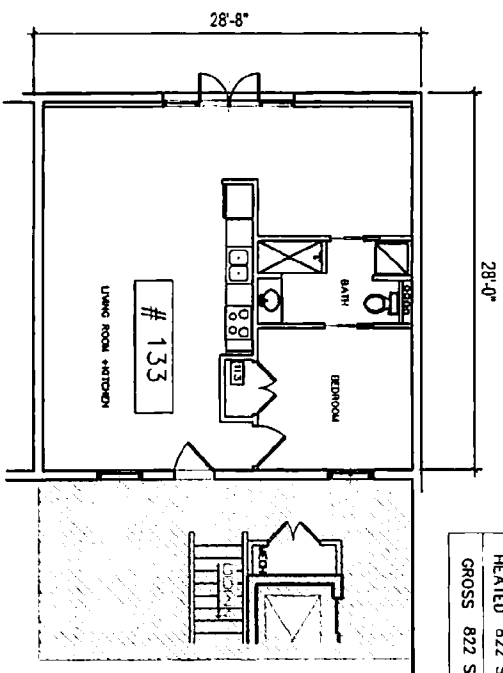
BUILDING 100-3RD FLOOR- UNIT #132	
HEATED 1214 S.F.	APPROXIMATELY
GROSS 1214 S.F.	APPROXIMATELY



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATE, AND REPRESENT EXISTING CONDITIONS WITHIN NORMAL TOLERANCES. THE SQUARE FOOTAGE SHOWN HEREON IS BASED ON THE SQUARE FOOTAGE PROVIDED BY THE UNIT.

KEY	
	Common Elements
	Limited Common Elements

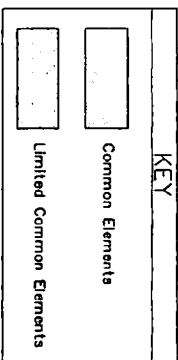
BUILDING 100
UNIT #132



BUILDING 100—3RD FLOOR—UNIT #133	
HEATED 822 S.F.	APPROXIMATELY
GROSS 822 S.F.	APPROXIMATELY

ONE COOL BLOW CONDOMINIUMS

THE FLOOR PLAN AND THE CONCEPTS ARE FOR THE SOLE PURPOSE OF ILLUSTRATING THE GENERAL LAYOUT AND CONSTRUCTION OF THE UNIT. THE FLOOR PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THE FLOOR PLAN SHOULD CONSULT WITH AN ATTORNEY OR ARCHITECT FOR FURTHER INFORMATION AND CLARIFICATION.

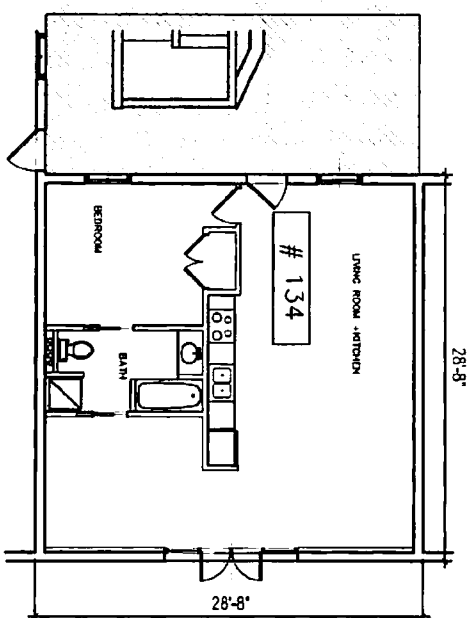


BUILDING 100
UNIT #133

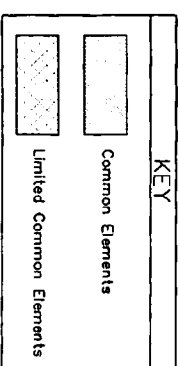
DAVID
WHITNEY
KIMBLE, AIA
ARCHITECTS, INC.

1000 NORTH 10TH AVENUE
SUITE 1000
DENVER, CO 80202

BUILDING 100-3RD FLOOR-UNIT #134	
APPROXIMATELY	822 S.F. HEATED
APPROXIMATELY	822 S.F. GROSS



ONE COOL BLOW CONDOMINIUMS



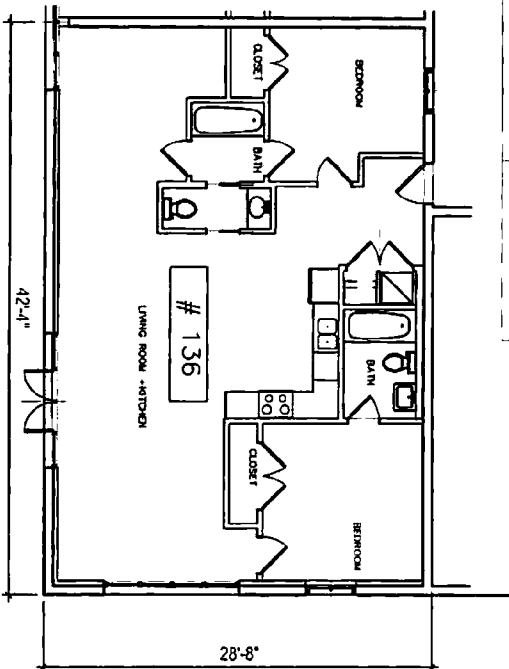
BUILDING 100
UNIT #134

Floor plan for Unit #135, a 1-bedroom, 1-bathroom apartment. The unit is 28'-8" wide and 42'-4" deep. The layout includes a living room with a fireplace, a kitchen with a sink and stove, a bathroom with a tub, and two bedrooms, each with a closet. The unit is labeled "# 135" in the center.

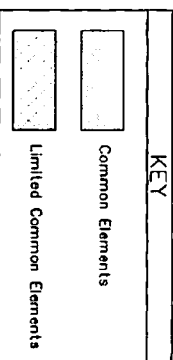
KEY	
	Common Elements
	Limited Common Elements

BUILDING 100
UNIT #135

BUILDING 100-3RD FLOOR- UNIT #136	
APPROXIMATELY	1214 S.F. HEATED
APPROXIMATELY	1214 S.F. GROSS



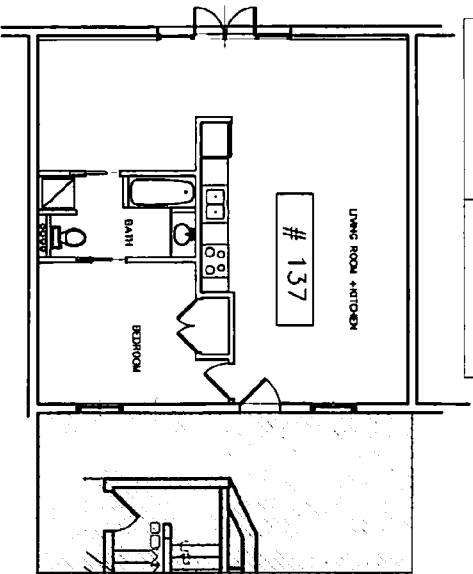
ONE COOL BLOW CONDOMINIUMS
 THIS FLOOR PLAN AND THE DIMENSIONS AND JOBS ARE BASED ON THE ASSUMPTIONS THAT THE CONSTRUCTION OF THE BUILDING WILL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES BUILDING DEPARTMENT REGULATIONS AND THE BUILDING DEPARTMENT SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF THE UNIT.



BUILDING 100
 UNIT #136

DAVID
 WHITNEY
 KIMBLE AIA
 ARCHITECT
 10000 WILSON BLVD
 SUITE 100
 BELL GARDEN, CA 90240

BUILDING 100 3RD FLOOR-UNIT # 137	
APPROXIMATELY	822 S.F. HEATED
APPROXIMATELY	822 S.F. GROSS



ONE COOL BLOW CONDOMINIUMS
THIS IS OUR PLAN AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE UNIT. THE UNIT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CONSTRUCTION TOLERANCES. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY DEFECTS IN THE CONSTRUCTION OF THE UNIT SHOULD CONTACT THE ARCHITECT FOR A VISIT TO THE UNIT TO INSPECT THE CONSTRUCTION AND TO OBTAIN A WRITTEN REPORT FROM THE ARCHITECT.

KEY

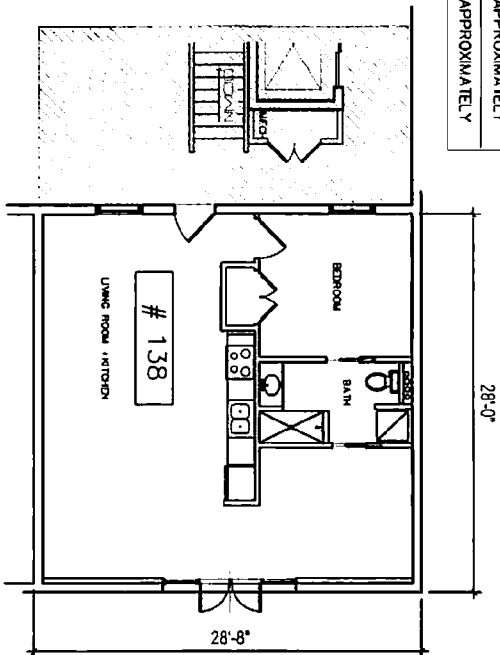
Common Elements

Limited Common Elements

DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT
1000 BROADWAY
NEW YORK, NY 10018
ARCHITECT
AND PLANNING
1000 BROADWAY
NEW YORK, NY 10018
ARCHITECT
AND PLANNING
1000 BROADWAY
NEW YORK, NY 10018

BUILDING 100
UNIT #137

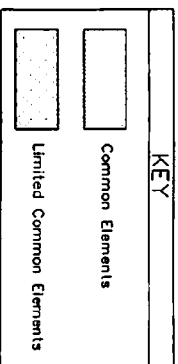
BUILDING 100-3RD FLOOR-UNIT #138	
HEATED 822 S.F.	APPROXIMATELY
GROSS 822 S.F.	APPROXIMATELY



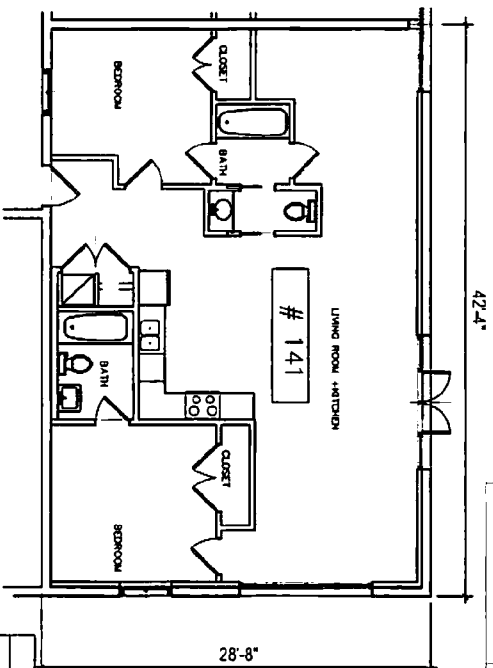
ONE COOL BLOW CONDOMINIUMS

THE FLOOR PLAN AND THE DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS, AND NEITHER COSTING CONDITIONS WITHIN NORMAL CONSTRUCTION TELEPHONE.

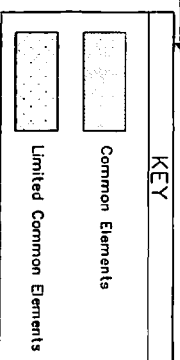
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THE FLOOR PLAN SHOULD REQUEST AN INTERVIEW AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.



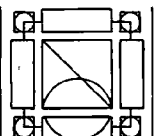
BUILDING 100
UNIT #13B



ONE COOL BLOW CONDOMINIUMS

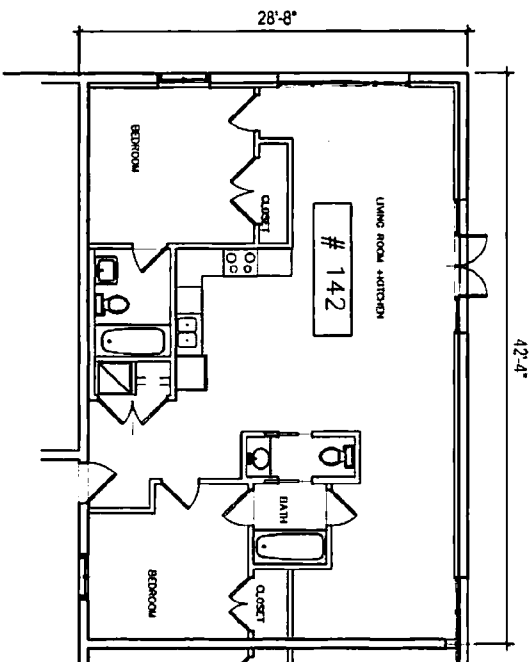


BUILDING 100
UNIT #141

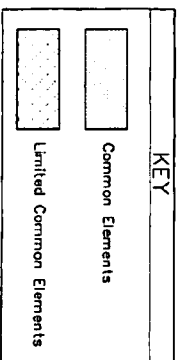


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WHITNEY
KIMBLE, AIA
ARCHITECT
AND PLANNER
7 CHARLOTTE STREET
NORTH CHARLOTTE 28203

BUILDING 100-4TH FLOOR - UNIT #142	
HEATED 1214 S.F.	APPROXIMATELY
GROSS 1214 S.F.	APPROXIMATELY

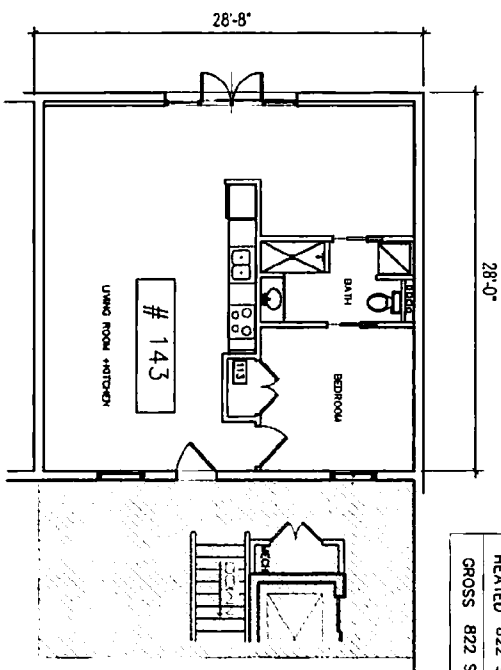


ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND DIMENSIONS ARE APPROXIMATE. THE EXACT DIMENSIONS AND LOCATIONS OF ALL ELEMENTS AND FINISHES SHALL BE DETERMINED BY THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE FLOOR PLAN AND DIMENSIONS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE FLOOR PLAN AND DIMENSIONS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE FLOOR PLAN AND DIMENSIONS.

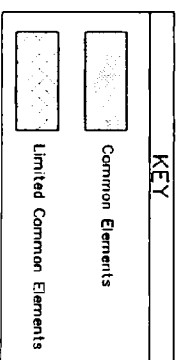


BUILDING 100
UNIT #142

BUILDING 100-4TH FLOOR-UNIT #143	
HEATED 822 S.F.	APPROXIMATELY
GROSS 822 S.F.	APPROXIMATELY

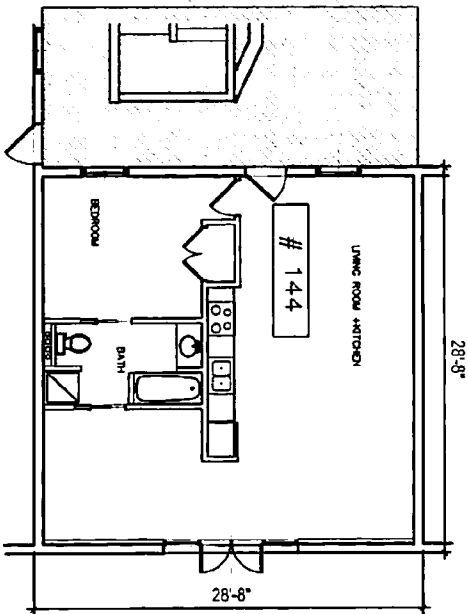


ONE COOL BELOW CONDOMINIUMS



BUILDING 100
UNIT #143

BUILDING 100-4TH FLOOR-UNIT #144	
APPROXIMATELY	822 S.F. HEATED
APPROXIMATELY	822 S.F. GROSS



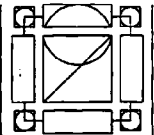
ONE COOL BLOW CONDOMINIUMS

THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREIN ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A GUARANTEE OF THE SQUARE FOOTAGE OR THE DIMENSIONS OF THE UNIT. THE SQUARE FOOTAGE AND DIMENSIONS OF THE UNIT MAY VARY FROM THE INFORMATION SHOWN HEREIN DUE TO CONSTRUCTION TOLERANCES. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THE FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

KEY

Common Elements

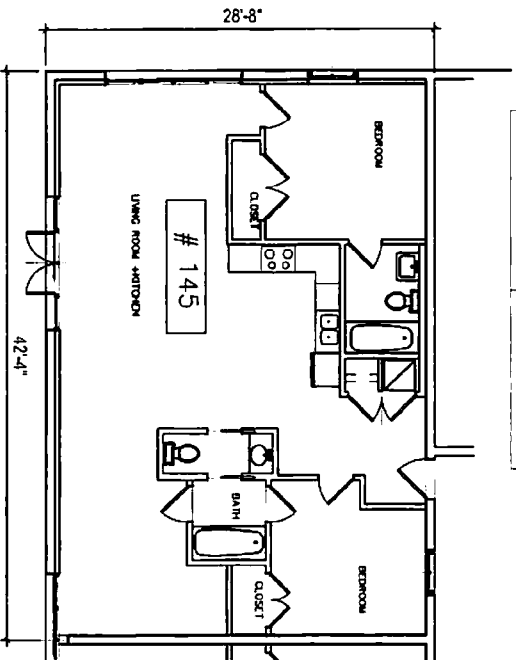
Limited Common Elements



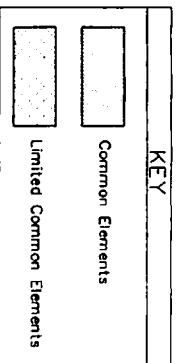
DAVID
WHITNEY
KIMBLE, AIA
ARCHITECTS, INC.
ARCHITECTS
AND PLANNERS
7 QUINCY STREET
NORTH FARMINGDALE, NY 11731

BUILDING 100
UNIT #144

BUILDING 100-4TH FLOOR- UNIT #145	
APPROXIMATELY	1214 S.F. HEATED
APPROXIMATELY	1214 S.F. GROSS

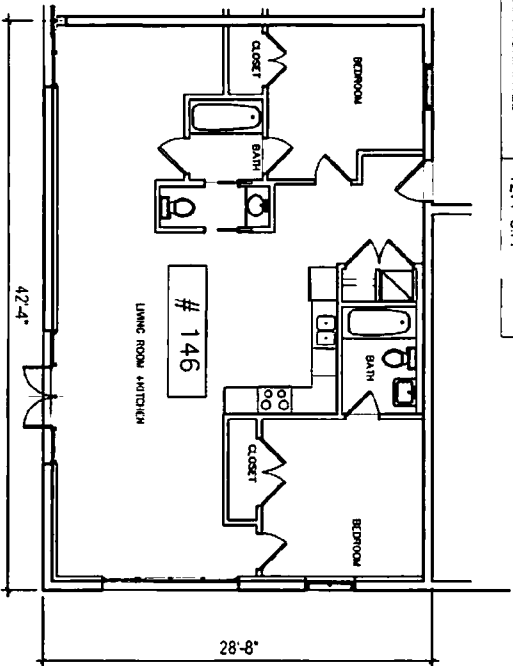


THEY WERE NOT CONCERNED ABOUT ANY REPRESENTATION REGARDING THE FLOOR PLAN BEING USED FOR THE INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.



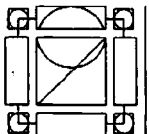
BUILDING 100
UNIT #145

BUILDING 100-4TH FLOOR- UNIT #146		
APPROXIMATELY	1214 S.F.	HEATED
APPROXIMATELY	1214 S.F.	GROSS



ONE COOL BLOW CONDOMINIUMS
 THIS FLOOR PLAN AND THE DIMENSIONS ARE FOR INFORMATION ONLY. THE DIMENSIONS ARE APPROXIMATE AND NOT TO BE USED FOR CONSTRUCTION PURPOSES. ANY UNIT OWNER WHO IS CONSIDERING BUYING ANY APARTMENT SHOULD CONSULT THE FLOOR PLAN AND THE DIMENSIONS AND MAKE SURE THEY ARE CORRECT BEFORE PURCHASING THE UNIT.

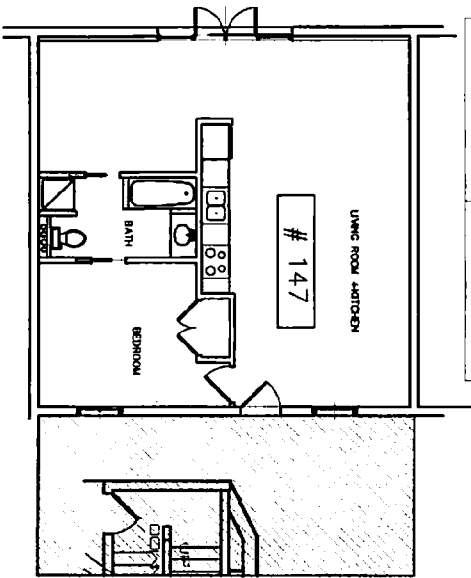
KEY	
	Common Elements
	Limited Common Elements



**DAVID
WHITNEY
KINBLE, AIA**
 ARCHITECT
 AND ASSOCIATES, INC.
 7 BROADWAY, SUITE 2000
 NEW YORK, NY 10004

BUILDING 100
UNIT #146

BUILDING 100 4TH FLOOR-UNIT # 147	
APPROXIMATELY	822 S.F. HEATED
APPROXIMATELY	822 S.F. GROSS



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND JOBS OF SQUARE FOOTAGE CALCULATIONS SHOWN HEREIN ARE ONLY APPROXIMATIONS, AND REFLECT EXISTING CONDITIONS WHEN NORMAL CONSTRUCTION TOLERANCES.
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD CONSULT WITH AN ATTORNEY. THE ONLY INVESTIGATION AS TO EXACT DIMENSIONS, REQUIREMENTS AND BUILDING FOOTAGE OF THE UNIT.

KEY

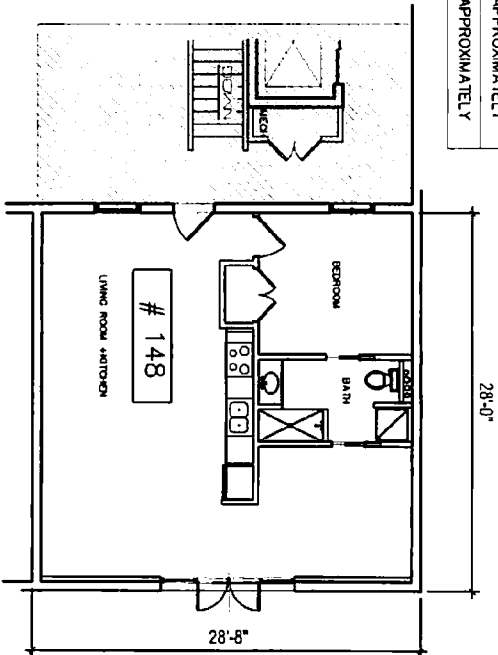
Common Elements

Unlited Common Elements

DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT
AND PLANNING
7 CHANDLER STREET
MOUNTAIN VIEW, CALIFORNIA 94039

BUILDING 100
UNIT #147

BUILDING 100-4TH FLOOR-UNIT #148		
HEATED	822 S.F.	APPROXIMATELY
GROSS	822 S.F.	APPROXIMATELY



ONE COOL BLOW CONDOMINIUMS

THIS FLOOR PLAN AND THE DIMENSIONS AND THE SQUARE FOOTAGE CALCULATIONS THEREON ARE ONLY APPROXIMATIONS, AND REPRESENT EXISTING CONDITIONS WITHIN NORMAL CONSTRUCTION TOLERANCES.

ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD CONSULT WITH AN ATTORNEY. NO WARRANTY IS TO BE GIVEN BY ANYONE OTHER THAN THE PROVIDER OF THE UNIT.

KEY

Common Elements

Limited Common Elements

DAVID

WHITNEY

KIMBLE, AIA

A. ASSOCIATES, INC.

ARCHITECTURE

INTERIOR DESIGN

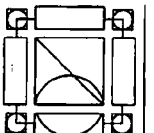
AND PLANNING

7 COASTLINE VENTURE

CONSTRUCTION VENTURE

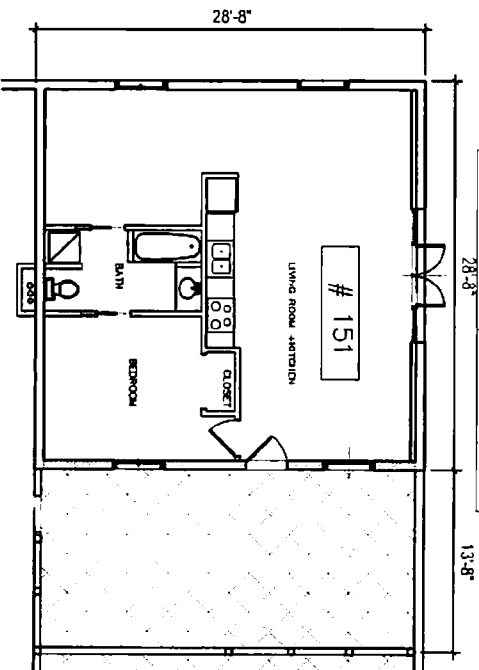
SOUTH BEND, INDIANA 46703

BUILDING 100
UNIT #148



DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT
7000 10TH AVE. N.E.
SUITE 100
MINNEAPOLIS, MN 55425
TEL: 612.338.1111
FAX: 612.338.1112

BUILDING 100-5TH FLOOR- UNIT #151			
HEATED	822 S.F.	APPROXIMATELY	
GROSS	822 S.F.	APPROXIMATELY	

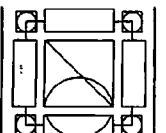


ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND FOR THE SAME FLOORING CALCULATIONS SHOWN
HEREIN ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A GUARANTEE OF ANY KIND.
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN
SHOULD DO SO WITH OWN INVESTIGATION AS TO EXACT DIMENSIONS, MATERIALS AND SQUARE
FOOTAGE OF THE UNIT.

KEY

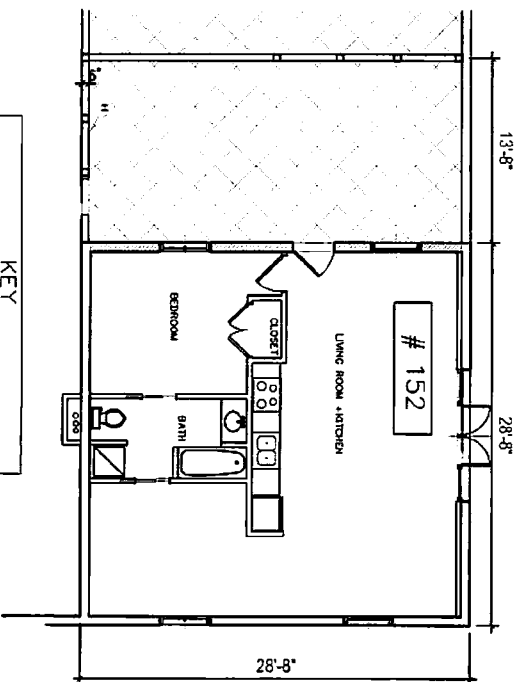
	Common Elements
	Limited Common Elements

BUILDING 100
UNIT #151

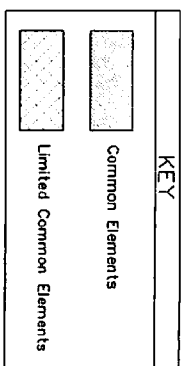


DAVID
WHITNEY
KIMBLE, AIA
ARCHITECTS, INC.
ARCHITECT
1000 AVENUE OF THE STARS
SUITE 1000
FARMINGTON, CT 06030
PHONE: 860.634.1111
FAX: 860.634.1112
WWW.DWKIMBLE.COM

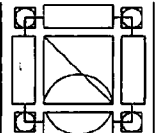
BUILDING 100-5TH FLOOR - UNIT #152			
HEATED	822 S.F.	APPROXIMATELY	
GROSS	822 S.F.	APPROXIMATELY	



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS THEREOF ARE SHOWN FOR INFORMATION ONLY. APPROXIMATE DIMENSIONS ARE GIVEN FOR INFORMATION PURPOSES ONLY. DIMENSIONS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION RELATING THIS FLOOR PLAN SHOULD CONSULT WITH A PROFESSIONAL INVESTIGATOR AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.



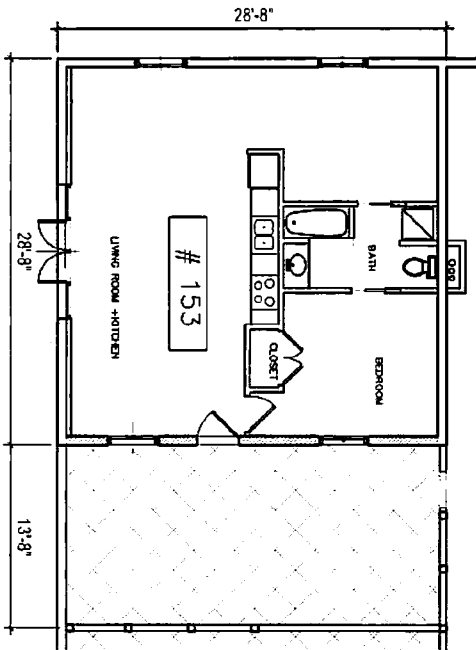
BUILDING 100
UNIT #152



DAVID
WHITNEY
KIMBLE, AIA
ARCHITECTS, INC.

ARCHITECTS
1000 NORTH 10TH STREET
SUITE 100
DENVER, COLORADO 80202

BUILDING 100-5TH FLOOR- UNIT #153			
HEATED	822 S.F.	APPROXIMATELY	
GROSS	822 S.F.	APPROXIMATELY	



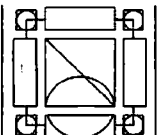
ONE COOL BLOW CONDOMINIUMS

THIS FLOOR PLAN AND THE DIMENSIONS AND FOR THE SQUARE FOOTAGE CALCULATION SHOWN HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY. THEY DO NOT CONSTITUTE A GUARANTEE OF ANY KIND. THE ACTUAL DIMENSIONS AND SQUARE FOOTAGE MAY VARY FROM THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREIN DUE TO VARIATIONS IN THE CONSTRUCTION OF THE UNIT.

KEY

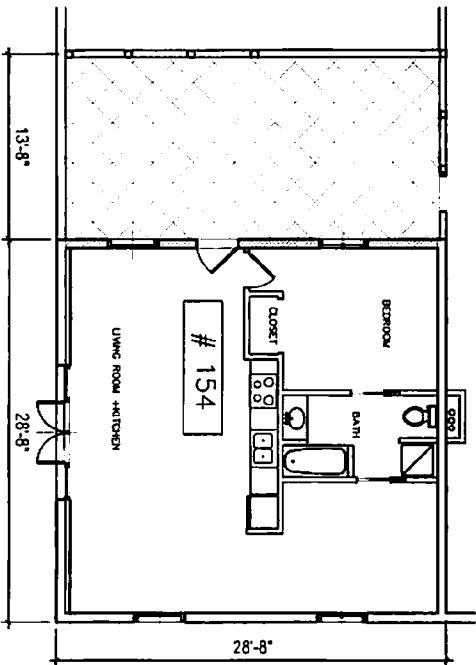
	Common Elements
	Limited Common Elements

BUILDING 100
UNIT #153



DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT AND PLANNER
AMERICAN INSTITUTE OF ARCHITECTS
35423 NORTH CAROLINA

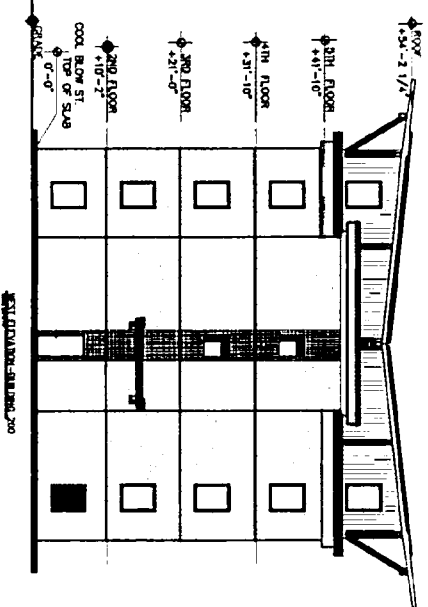
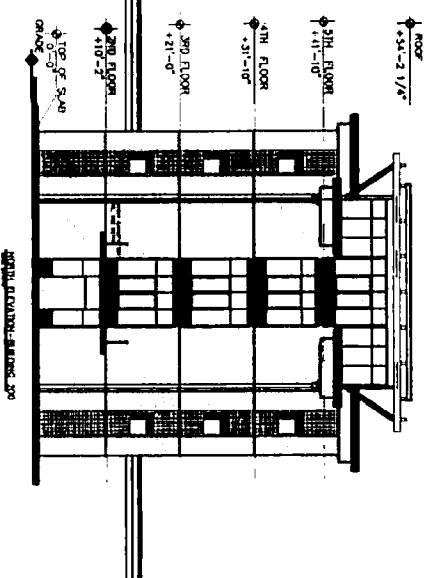
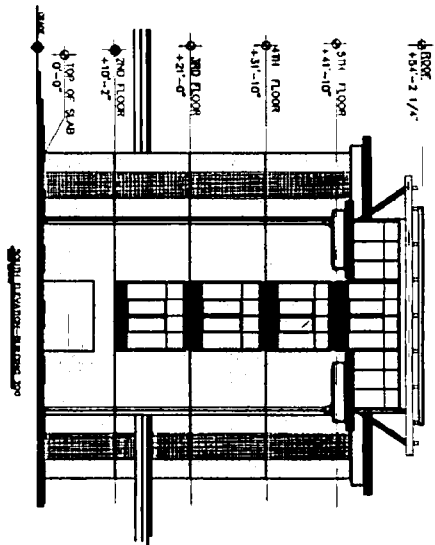
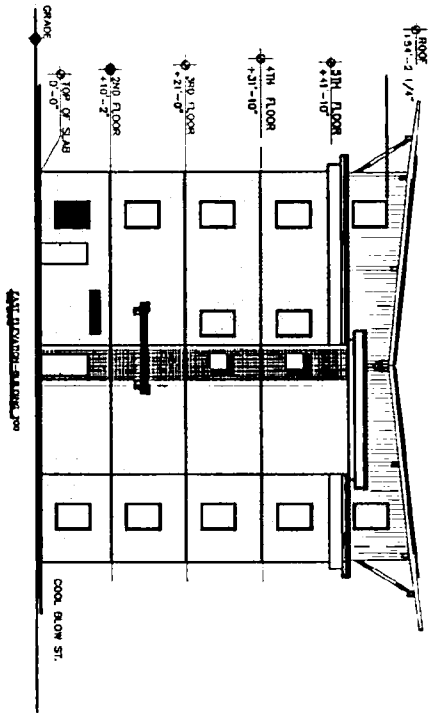
BUILDING 100-5TH LEVEL- UNIT #154		
HEATED	822 S.F.	APPROXIMATELY
GROSS	822 S.F.	APPROXIMATELY



KEY	
	Common Elements
	Unlited Common Elements

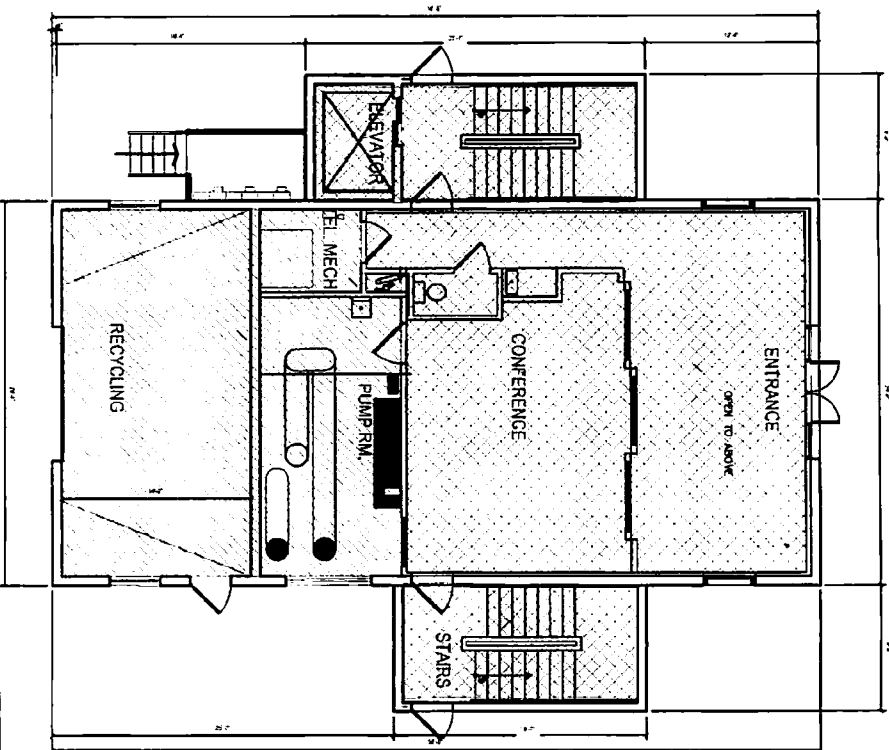
BUILDING 100
UNIT #154

ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND ARE THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE ONLY APPROXIMATIONS, AND NOT THE SQUARE FOOTAGE CALCULATIONS SHOWN
CONSTRUCTION DOCUMENTS.
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN
SHOULD CONSULT WITH AN ATTORNEY AS TO EXISTING DIMENSIONS, REQUIREMENTS AND SQUARE
FOOTAGE OF THE UNIT.




**DAVID
WHITNEY
KIMBLE, AIA**
 ARCHITECTS
 700 UNIVERSITY STREET
 SUITE 1000 NEW BRUNSWICK, NJ 08901
 TEL: 908.390.1000
 FAX: 908.390.1001
 WWW.DWKIMBLE.COM

CONSTRUCTION INFORMATION OF THE NATIONAL ARCHITECTURAL COMPETITION IS THE
 PROPERTY OF THE NATIONAL ARCHITECTURAL COMPETITION AND IS NOT TO BE REPRODUCED OR
 TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING
 PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.



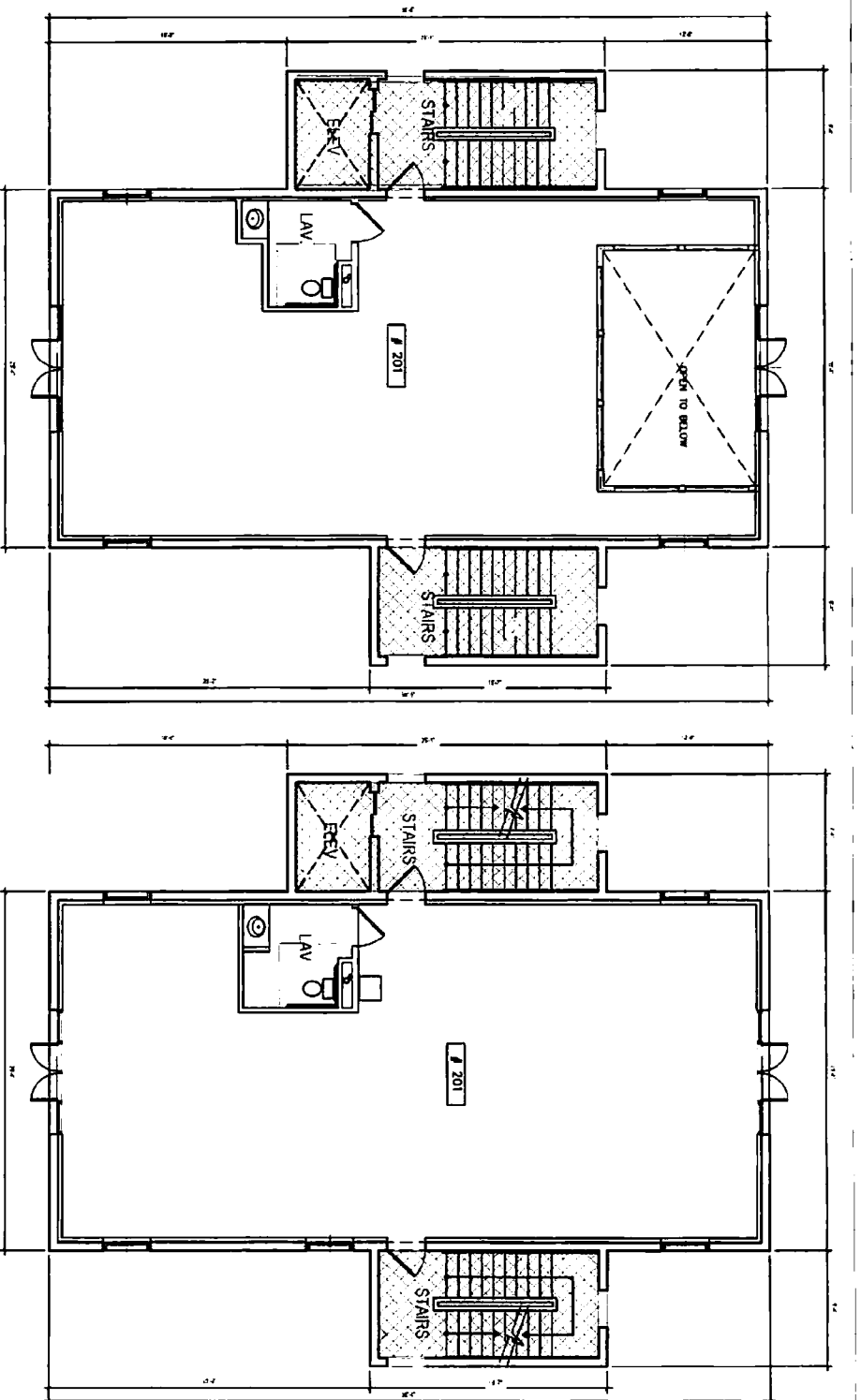
THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN THEREON ARE FOR INFORMATIONAL PURPOSES ONLY. THE SQUARE FOOTAGE CALCULATIONS SHOWN THEREON ARE BASED ON THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN ON THE FLOOR PLAN. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

BUILDING 200-GROUND FLOOR PLAN
Scale: 1/8" = 1'-0"

KEY	
	Common Elements
	Limited Common Elements

DAVID WHITNEY KIMBLE, AIA
ARCHITECT
6 S. BROADWAY, INC.
ARCHITECT
1000 BROADWAY, SUITE 1100
NEW YORK, NY 10004
PHONE: (212) 691-1100

DATE: 10/17/17. THE INFORMATION ON THIS FLOOR PLAN IS FOR INFORMATIONAL PURPOSES ONLY. THE SQUARE FOOTAGE CALCULATIONS SHOWN THEREON ARE BASED ON THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN ON THE FLOOR PLAN. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.



BUILDING 200-UNIT #201			
HEATED	2960 S.F.	APPROXIMATELY	
GROSS	2960 S.F.	APPROXIMATELY	

ONE COOL BLOW CONDOMINIUMS

THIS FLOOR PLAN AND THE DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS, AND REFLECT EXISTING CONDITIONS WITHIN NORMAL CONSTRUCTION TOLERANCES.

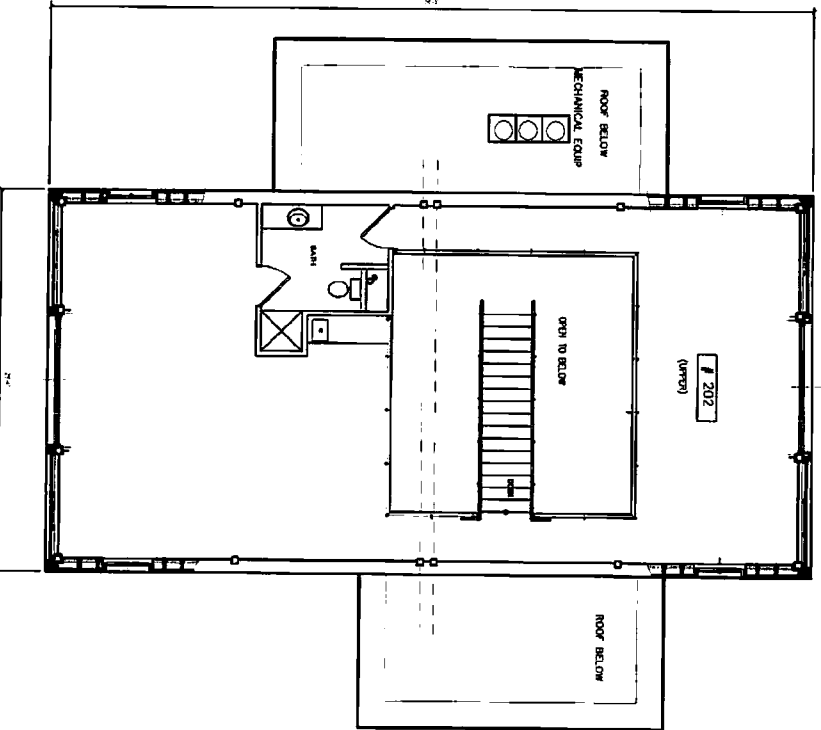
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THE FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

KEY	
	Common Elements
	Limited Common Elements

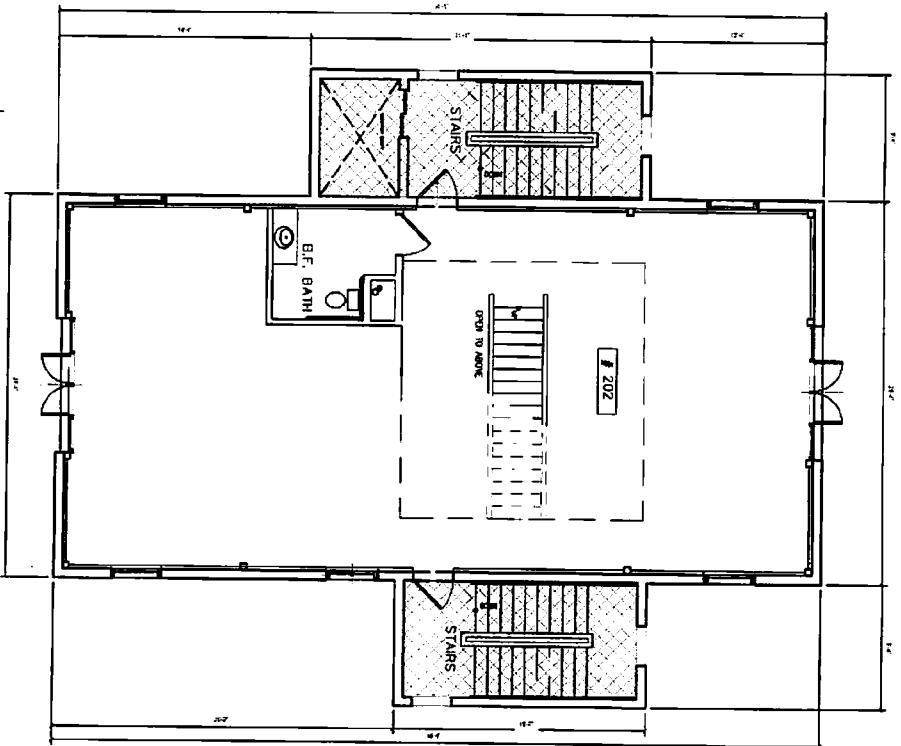
DAVID
WHITNEY
KIMBLE, AIA
& ASSOCIATES, INC.
ARCHITECTS
AND PLANNERS
7 CHANDLER STREET
DORCHESTER, MASS 01918

5TH FLOOR PLAN-UNIT 202(UPPER)

BUILDING 200-UNIT #202	
HEATED 2859 S.F.	APPROXIMATELY
GROSS 2859 S.F.	APPROXIMATELY



4TH FLOOR PLAN-UNIT 202



ONE COOL BLOW CONDOMINIUMS
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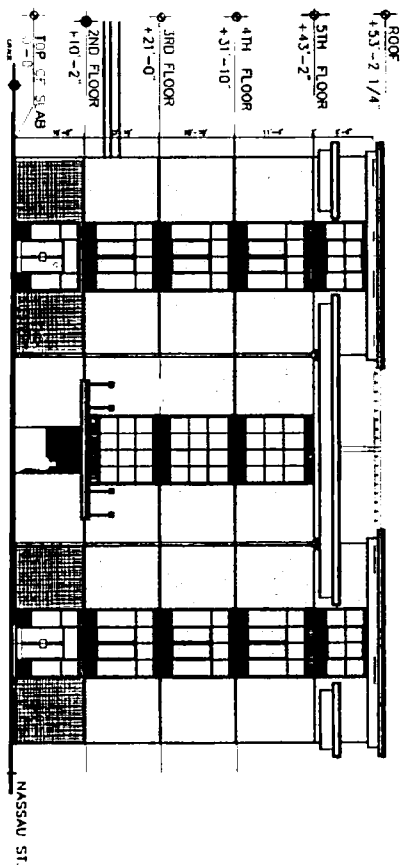
Common Elements
Limited Common Elements

KEY

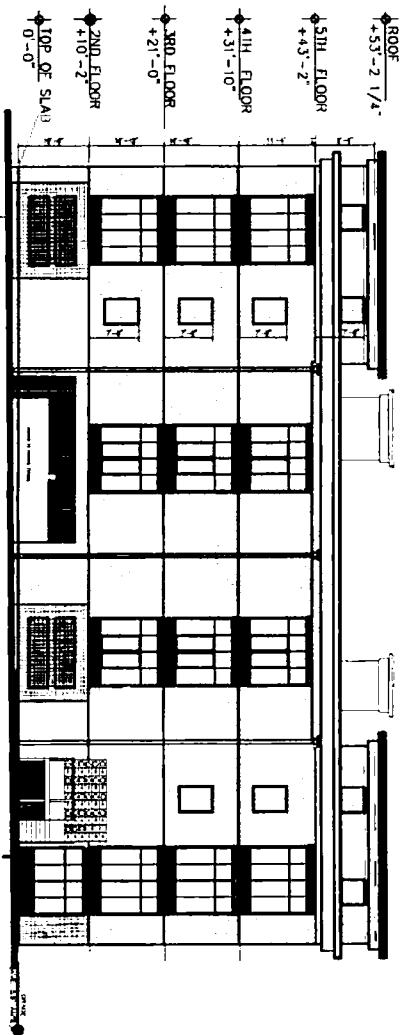


DAVID
WHITNEY
KIMBLE, AIA
6 ASSOCIATES, INC.

ARCHITECTS
AND PLANNERS
MECHANICAL
ELECTRICAL
AND PLUMBING
ENGINEERS
3 SUITE 200, STREET
1000 CALIFORNIA STREET
SAN FRANCISCO, CA 94103



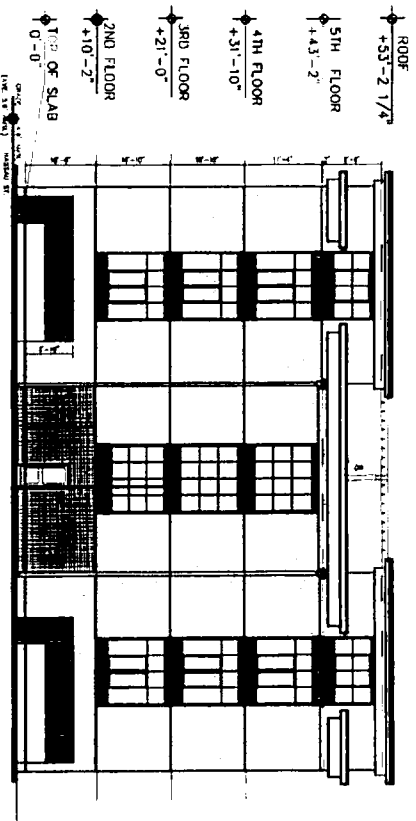
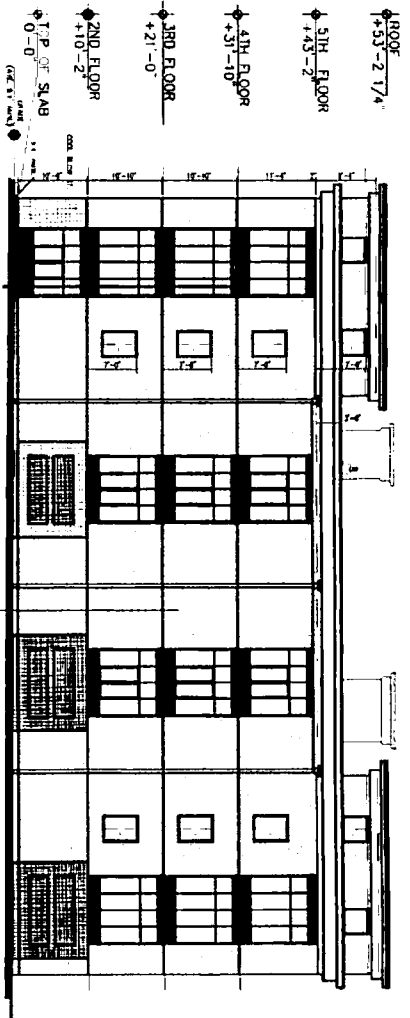
NORTH ELEVATION-(GOOL BLOW ST.) BUILDING 300



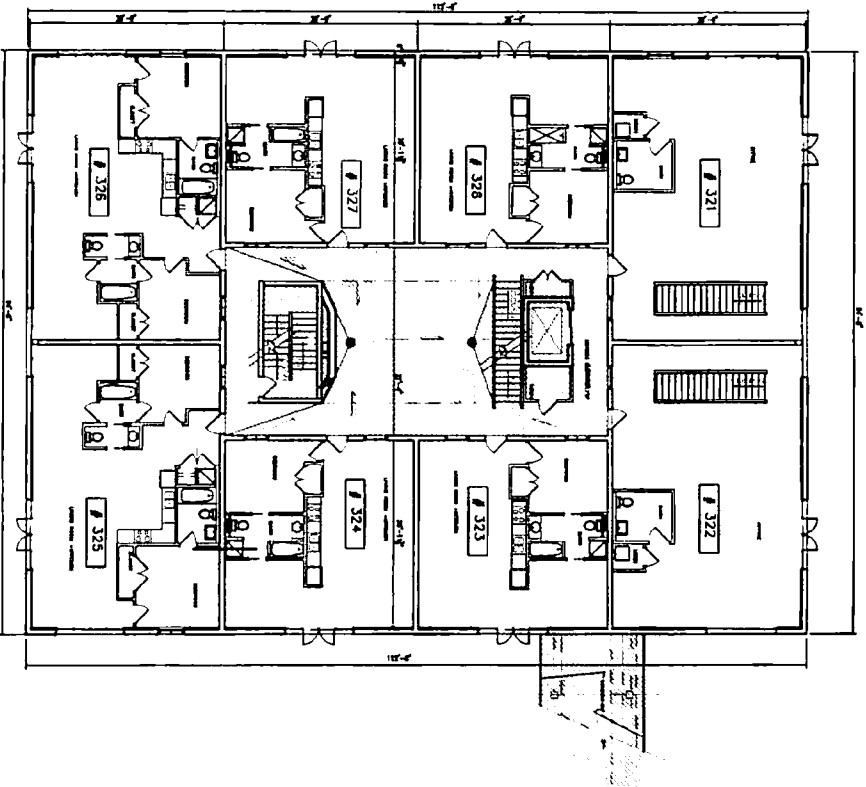
EAST ELEVATION BUILDING 300



DAVID
WHITNEY
KIMBLE AIA
ARCHITECTS
AND PLANNERS
7000 17TH AVE. S.W.
DENVER, COLORADO 80202



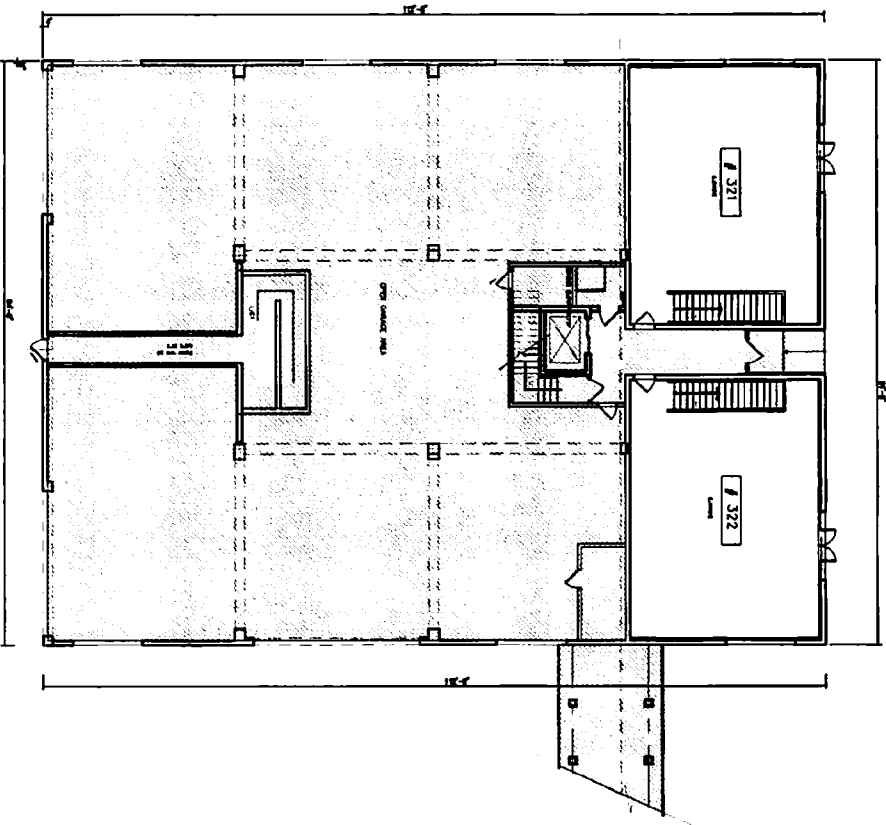
DAVID
WHITNEY
KIMBLE, AIA
& ASSOCIATES, INC.
ARCHITECTS
100 NASSAU ST.
NEW YORK, NY 10038
TEL: 212-512-1000
FAX: 212-512-1001
WWW.DWKIMBLE.COM



BUILDING 300-2ND FLOOR

ONE COOL BLOW CONDOMINIUMS
 THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS, AND REPRESENT EXISTING CONDITIONS WITHIN NORMAL CONSTRUCTION TOLERANCES.
 ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD CONSULT WITH HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

RECORD OF CONSTRUCTION OF THE BUILDING, HEREON, IS A PART OF THE CONSTRUCTION RECORD OF THE PROJECT AND IS TO BE MAINTAINED AS SUCH.
 THIS FLOOR PLAN IS A REPRESENTATION OF THE EXISTING CONDITIONS OF THE BUILDING AS OF THE DATE OF THE CONSTRUCTION RECORD OF THE PROJECT.



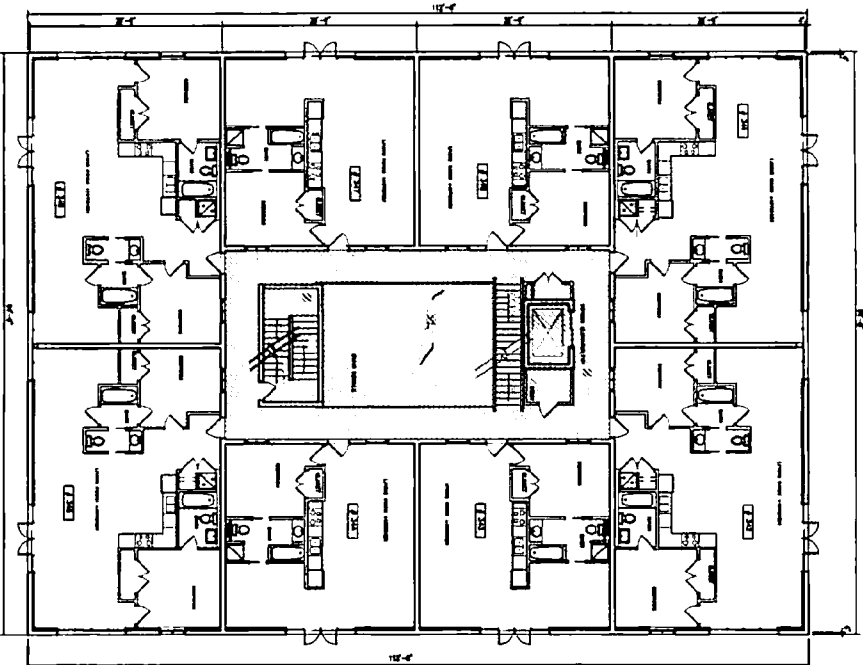
BUILDING 300-GROUND FLOOR

KEY

	Common Elements
	Limited Common Elements



DAVID
 WHITNEY
 KIMBLE, AIA
 & ASSOCIATES, INC.
 ARCHITECTS
 1000 PINE STREET, SUITE 100
 CHARLOTTE, NORTH CAROLINA 28203



THIS FLOOR PLAN AND THE DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS, AND REPRESENT EXISTING CONDITIONS WITHIN NORMAL CONSTRUCTION TOLERANCES.

ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

Common Elements

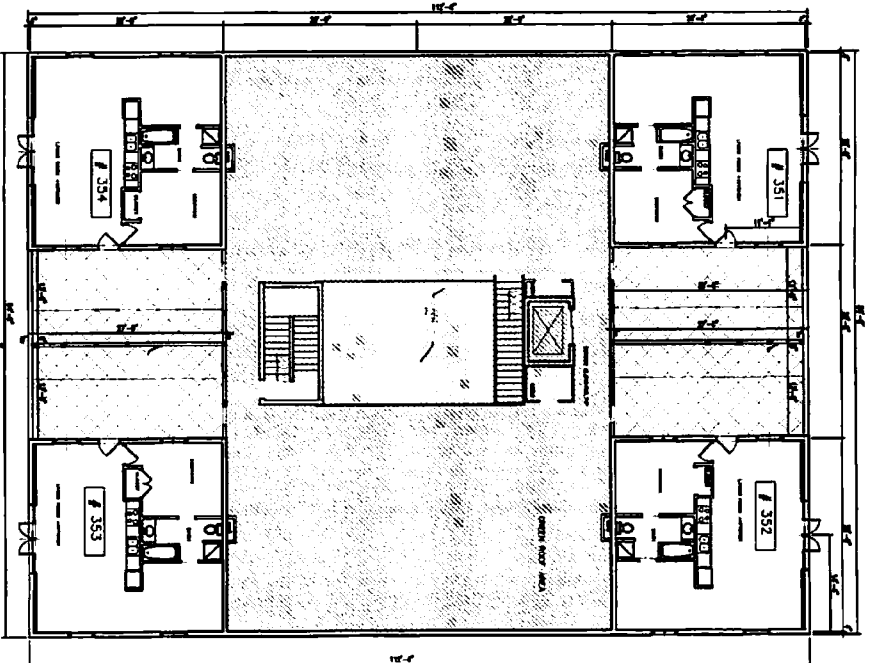
Limited Common Elements

"IDENTITY" (REPRODUCTION OF THE MATERIAL ASPECT OF PERSONALITY) OR ITS



DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT
& INTERIOR DESIGNER

ARCHITECT
AND PLANNER
1 CHARLOTTE STREET
SUITE 2000 NEW YORK, NY 10003



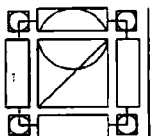
ONE COOL BLOW CONDOMINIUMS

THIS FLOOR PLAN AND THE DIMENSIONS AND FOR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY. THEY DO NOT CONSTITUTE A CONTRACT. CONSTRUCTION TOLERANCES MAY VARY. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD CONSULT WITH AN ATTORNEY FOR AN INVESTIGATION AS TO EXACT DIMENSIONS, MODIFICATIONS AND SQUARE FOOTAGE OF THE UNIT.

KEY

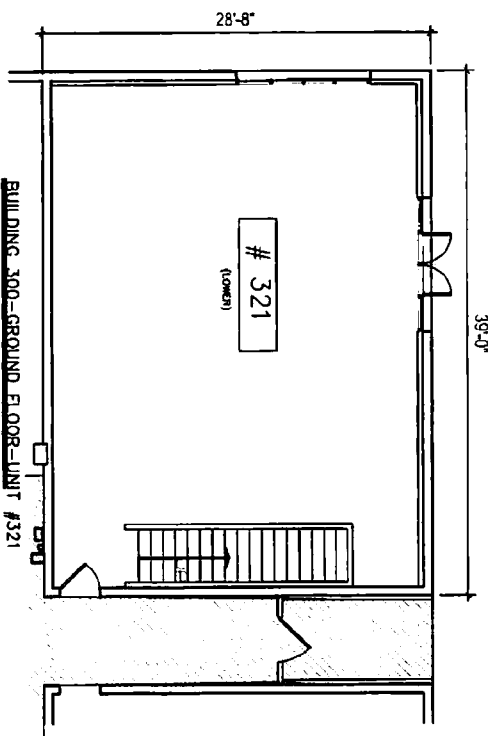
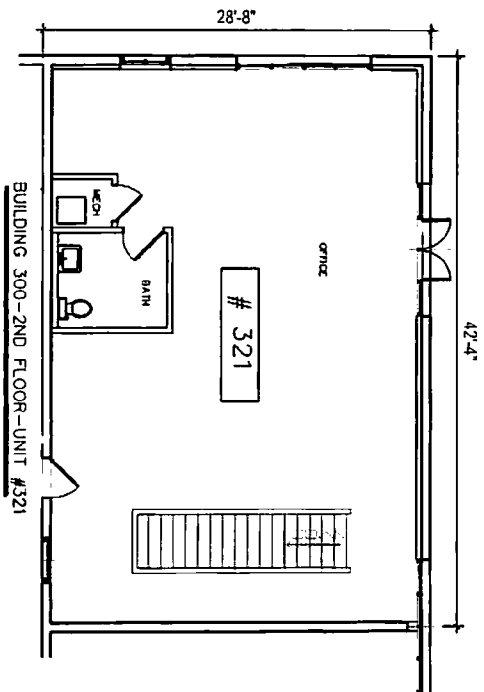
- Common Elements
- Limited Common Elements

THIS FLOOR PLAN AND THE DIMENSIONS AND FOR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY. THEY DO NOT CONSTITUTE A CONTRACT. CONSTRUCTION TOLERANCES MAY VARY. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD CONSULT WITH AN ATTORNEY FOR AN INVESTIGATION AS TO EXACT DIMENSIONS, MODIFICATIONS AND SQUARE FOOTAGE OF THE UNIT.

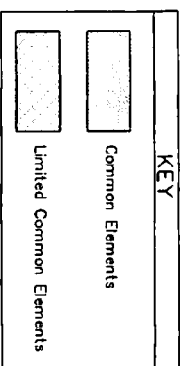


DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT
1000 GENESEE STREET
CHICAGO, ILL. 60607
NORTH CHICAGO, ILL. 60064

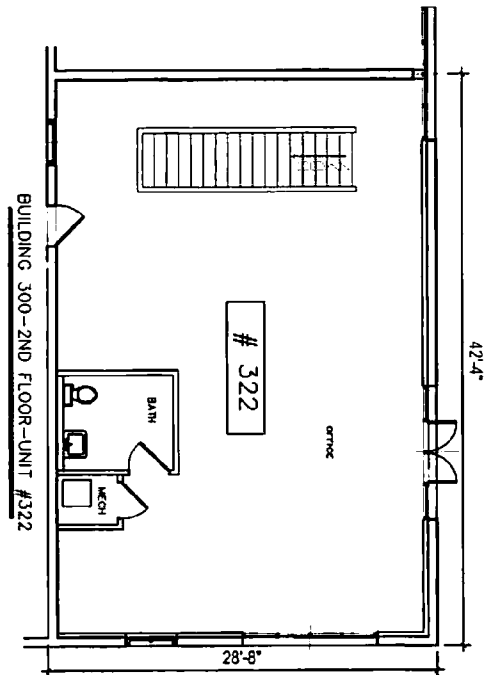
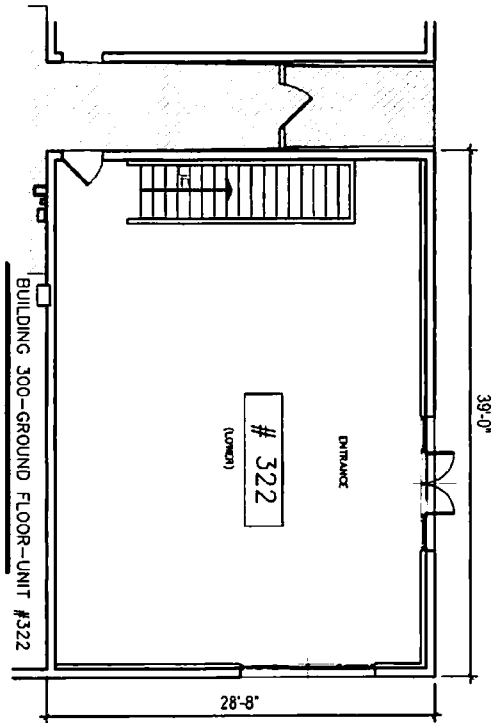
BUILDING 300-2ND FLOOR-UNIT #321	
HEATED	2332 S.F.
GROSS	2332 S.F.
APPROXIMATELY	



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS ARE FOR THE SQUARE FOOTAGE CALCULATION SHOWN
ON THE FLOOR PLAN. THE DIMENSIONS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES.
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN
SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE
FOOTAGE OF THE UNIT.

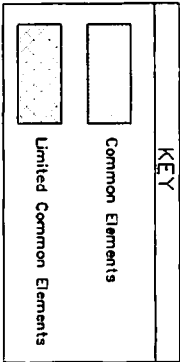


BUILDING 300
UNIT #321



BUILDING 300-2ND FLOOR-UNIT #322	
HEATED 2332 S.F.	APPROXIMATELY
GROSS 2332 S.F.	APPROXIMATELY

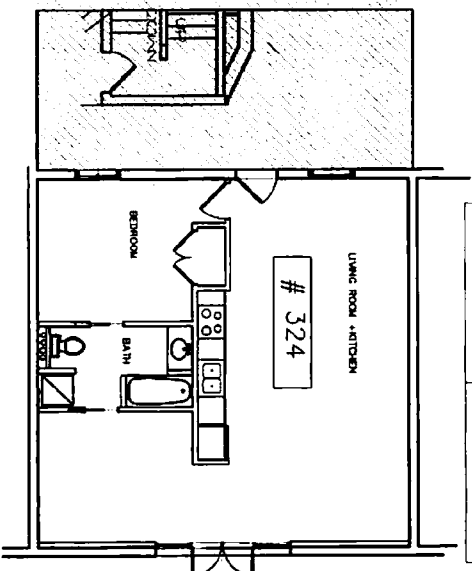
ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE A WARRANTY OR
CONSTRUCTION TOLERANCES.
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THE FLOOR PLAN
SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE
FOOTAGE OF THE UNIT.



BUILDING 300
UNIT #322

DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT
7000 10TH AVE. S.W.
SEATTLE, WA 98148
206.441.1111
WWW.DWKIMBLE.COM

BUILDING 300 2ND FLOOR-UNIT# 324	
HEATED 822 S.F.	APPROXIMATELY
GROSS 822 S.F.	APPROXIMATELY



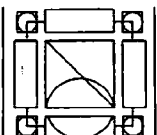
THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS, AND REPRESENT EXISTING CONDITIONS WITHIN NORMAL CONSTRUCTION TOLERANCE.

ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD ON HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

KEY

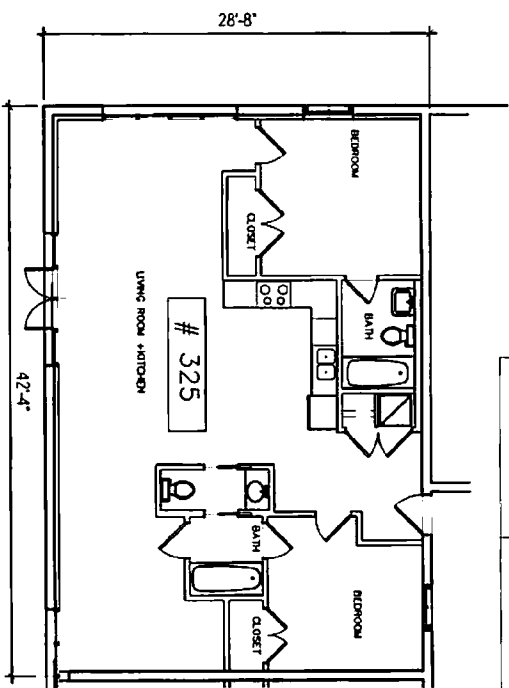
	Common Elements
	Limited Common Elements

BUILDING 300
UNIT #324



DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT
AND PLANNING
300 CALIFORNIA STREET
SUITE 1000
SAN FRANCISCO, CA 94104
TELEPHONE 415.774.1100
FAX 415.774.1101

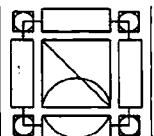
BUILDING 300-2ND FLOOR- UNIT #325			
HEATED	1214 S.F.	APPROXIMATELY	
GROSS	1214 S.F.	APPROXIMATELY	



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY. THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE BASED ON THE ASSUMPTIONS AND DIMENSIONS OF THE EXISTING CONDITIONS WHEN THE
UNIT WAS CONSTRUCTED. THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREIN ARE NOT A
GUARANTEE OF THE SQUARE FOOTAGE OF THE UNIT. THE SQUARE FOOTAGE CALCULATIONS
SHOWN HEREIN ARE NOT A GUARANTEE OF THE SQUARE FOOTAGE OF THE UNIT. THE SQUARE
FOOTAGE CALCULATIONS SHOWN HEREIN ARE NOT A GUARANTEE OF THE SQUARE FOOTAGE OF
THE UNIT.

KEY	
	Common Elements
	Limited Common Elements

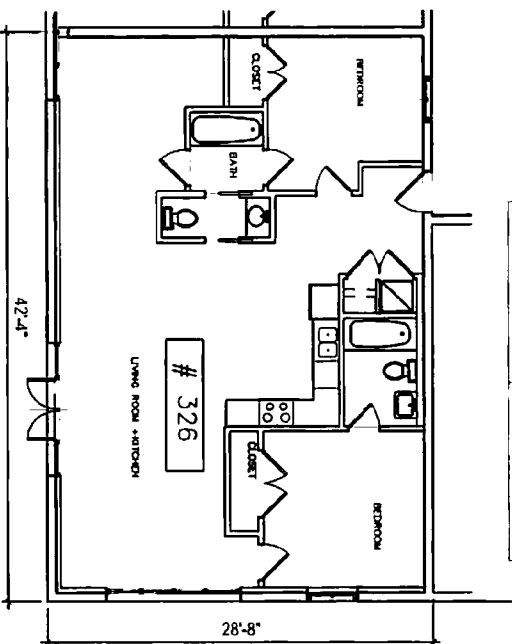
BUILDING 300
UNIT #325



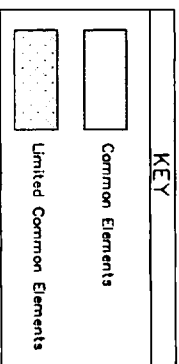
DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT, INC.

3000 NORTH AVENUE
SUITE 100
DALLAS, TEXAS 75201

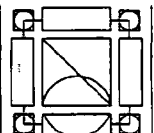
BUILDING 300-2ND FLOOR- UNIT #326			
HEATED	1214 S.F.	APPROXIMATELY	
GROSS	1214 S.F.	APPROXIMATELY	



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY. THEY DO NOT CONSTITUTE A WARRANTY OF
CONSTRUCTION, MERCHANTABILITY, AND REPRESENT CERTAIN CONDITIONS WITHIN THE
UNIT. UNIT OWNERS WHO ARE CONCERNED ABOUT ANY REPRESENTATIVE REGARDING THIS FLOOR PLAN
SHOULD DO THEIR OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE
FOOTAGE OF THE UNIT.

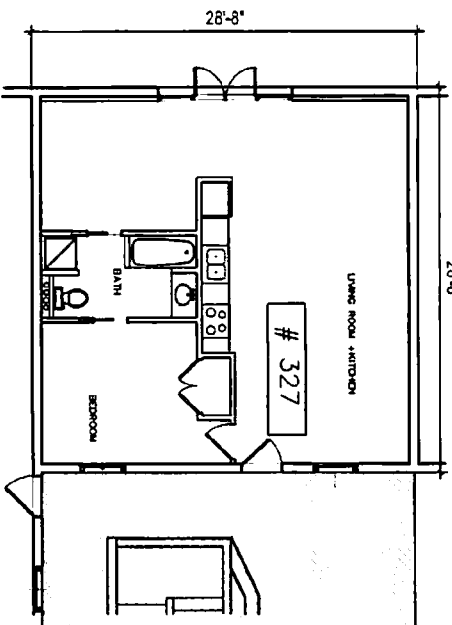


BUILDING 300
UNIT #326

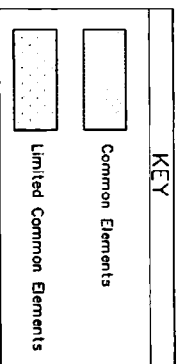


DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT
AND INTERIOR
DESIGNER
7 COLUMBIA STREET
SUITE 200
ANN ARBOR, MI 48106
(313) 963-1111

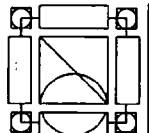
BUILDING 300-2ND FLOOR-UNIT #327			
HEATED	822 S.F.	APPROXIMATELY	
GROSS	822 S.F.	APPROXIMATELY	



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND FOR THE SOLAR PROTECT LAYOUT HAVE BEEN
PREPARED BY THE ARCHITECT BASED ON THE INFORMATION PROVIDED BY THE OWNER.
CONSTRUCTION TOLERANCES
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN
SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, REQUIREMENTS AND SOLAR
PROTECT OF THE UNIT.

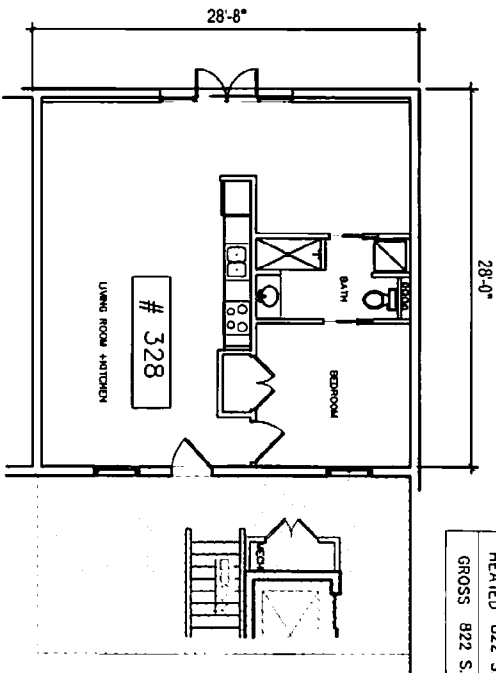


BUILDING 300
UNIT #327



DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT
7 CHESAIRE STREET
NORTH CHATHAM, MA 01937

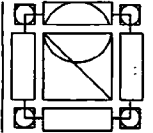
BUILDING 300-2ND FLOOR-UNIT #328	APPROXIMATELY
HEATED 822 S.F.	APPROXIMATELY
GROSS 822 S.F.	APPROXIMATELY



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE INFORMATION CONTAINED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY. THE INFORMATION CONTAINED HEREIN IS NOT A CONTRACT. THE INFORMATION CONTAINED HEREIN IS NOT A WARRANTY. THE INFORMATION CONTAINED HEREIN IS NOT A GUARANTEE. THE INFORMATION CONTAINED HEREIN IS NOT A REPRESENTATION. THE INFORMATION CONTAINED HEREIN IS NOT A PROMISE. THE INFORMATION CONTAINED HEREIN IS NOT A COMMITMENT. THE INFORMATION CONTAINED HEREIN IS NOT A CONTRACT. THE INFORMATION CONTAINED HEREIN IS NOT A WARRANTY. THE INFORMATION CONTAINED HEREIN IS NOT A GUARANTEE. THE INFORMATION CONTAINED HEREIN IS NOT A REPRESENTATION. THE INFORMATION CONTAINED HEREIN IS NOT A PROMISE. THE INFORMATION CONTAINED HEREIN IS NOT A COMMITMENT.

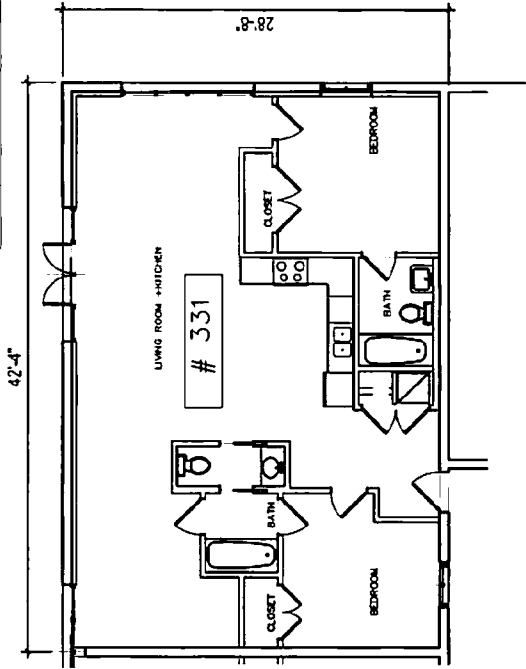
KEY	
	Common Elements
	Limited Common Elements

BUILDING 300
UNIT #328



DAVID
WHITNEY
KIMBLE AIA
ARCHITECTS, INC.
1000 WEST 10TH AVENUE
SUITE 1000
DENVER, COLORADO 80202

BUILDING 300-3RD FLOOR- UNIT #331		
HEATED	1214 S.F.	APPROXIMATELY
GROSS	1214 S.F.	APPROXIMATELY

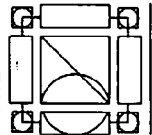


KEY

	Common Elements
	Limited Common Elements

ONE COOL BELOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND FOR THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE ONLY APPROXIMATIONS, AND REPRESENT EXISTING CONDITIONS WITHIN TOLERANCE
CONSTRUCTION TOLERANCES.
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN
SHOULD CONSULT WITH THE ARCHITECT FOR FURTHER INFORMATION AS TO EXACT DIMENSIONS AND SQUARE
FOOTAGE OF THE UNIT.

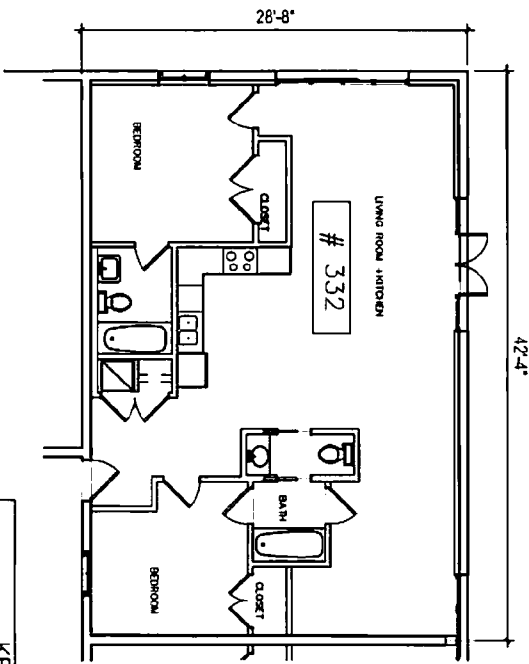
BUILDING 300
UNIT #331



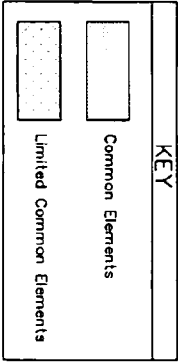
DAVID
WHITNEY
KIMBLE/AIA
ASSOCIATES INC.

ARCHITECT
1700 MAIN STREET
SUITE 100
BOSTON, MASSACHUSETTS 02111

BUILDING 300-3RD FLOOR- UNIT #332	
HEATED 1214 S.F.	APPROXIMATELY
GROSS 1214 S.F.	APPROXIMATELY

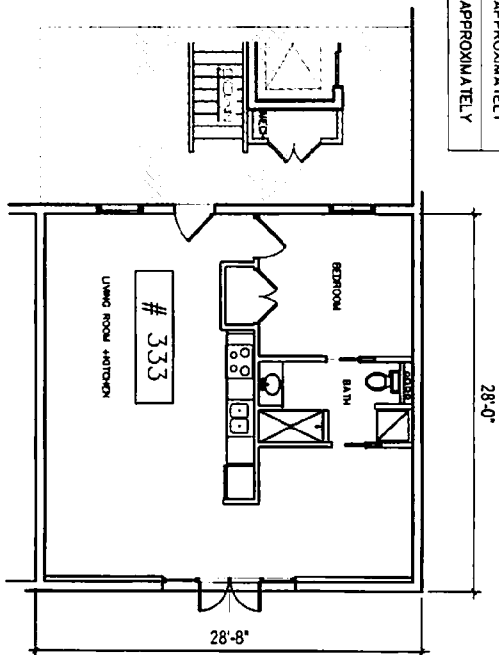


ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND AREA CALCULATIONS SHOWN
HEREIN ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A
WARRANTY OR GUARANTEE. THE ARCHITECT ASSUMES NO
RESPONSIBILITY FOR THE ACCURACY OF THE DIMENSIONS AND AREA
CALCULATIONS SHOWN HEREIN. THE ARCHITECT ASSUMES NO
RESPONSIBILITY FOR THE ACCURACY OF THE DIMENSIONS AND AREA
CALCULATIONS SHOWN HEREIN. THE ARCHITECT ASSUMES NO
RESPONSIBILITY FOR THE ACCURACY OF THE DIMENSIONS AND AREA
CALCULATIONS SHOWN HEREIN.



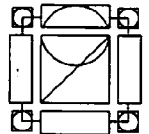
BUILDING 300
UNIT #332

BUILDING 300-3RD FLOOR-UNIT #333		
HEATED	822 S.F.	APPROXIMATELY
GROSS	822 S.F.	APPROXIMATELY



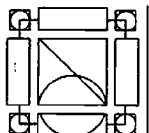
ONE COOL BLOW CONDUNITIUMS
THE FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE A WARRANTY OR
CONSTRUCTION REQUIREMENTS. THE FLOOR PLAN AND DIMENSIONS SHOWN HEREIN
SHOULD BE REVIEWED FOR INFORMATION AS TO EXISTING CONDITIONS, REQUIREMENTS AND SQUARE
FOOTAGE OF THE UNIT.

KEY	
	Common Elements
	Unit's Common Elements



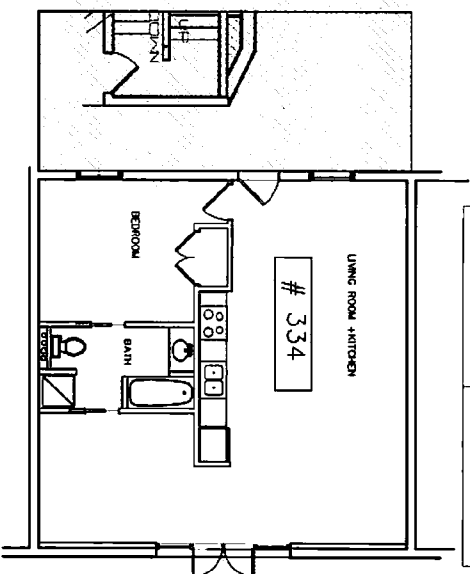
DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT, INC.
ARCHITECTS
7000 LANTANA BLVD.
SUITE 100
FORT LAUDERDALE, FL 33309

BUILDING 300
UNIT #333



DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT, INC.
7 E. CALLE DEL SOL
SUITE 100
SAN ANTONIO, TEXAS 78204
512.345.1234

BUILDING 300 3RD FLOOR-UNIT # 334	
HEATED 822 S.F.	APPROXIMATELY
GROSS 822 S.F.	APPROXIMATELY



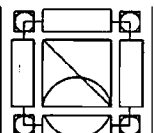
KEY

Common Elements

Limited Common Elements

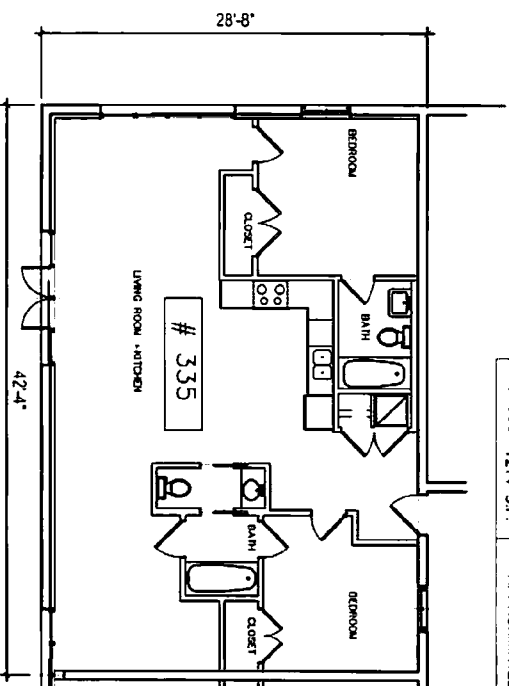
ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND SPECIFICATIONS ARE PREPARED BY THE ARCHITECT FOR THE DEVELOPER'S USE ONLY. THE ARCHITECT HAS NOT CONDUCTED A VISUAL INSPECTION OF THE CONSTRUCTION TO DATE. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD CONSULT WITH THE ARCHITECT FOR A VISUAL INSPECTION AS TO EXACT DIMENSIONS AND SQUARE FOOTAGE OF THE UNIT.

BUILDING 300
UNIT #334

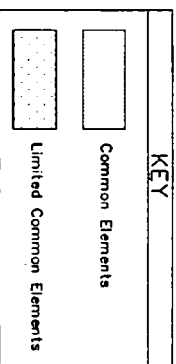


DAVID
WHITNEY
KINBLE, AIA
ASSOCIATES, INC.
ARCHITECTS
1000 W. CHASE
SUITE 100
CHASSTON, GA 30601
(404) 251-1000

BUILDING 300 - 3RD FLOOR - UNIT #335			
HEATED	1214 S.F.	APPROXIMATELY	
GROSS	1214 S.F.	APPROXIMATELY	

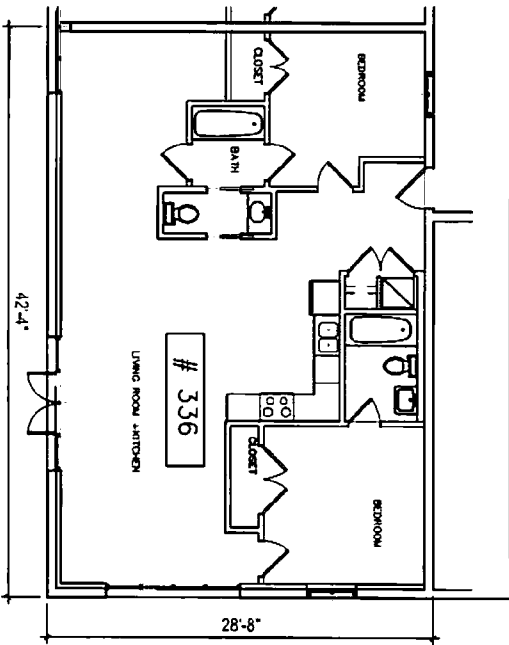


ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREIN ARE ONLY APPROXIMATIONS, AND NOT INTENDED TO BE A CONTRACT. THE ACTUAL DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS MAY VARY FROM THE APPROXIMATIONS SHOWN HEREIN. THE ACTUAL DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS SHALL BE DETERMINED BY THE ACTUAL CONSTRUCTION OF THE UNIT.

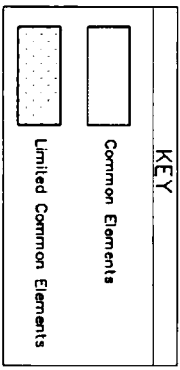


BUILDING 300
UNIT #335

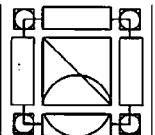
BUILDING 300-3RD FLOOR- UNIT #336	
HEATED 1214 S.F.	APPROXIMATELY
GROSS 1214 S.F.	APPROXIMATELY



ONE COOL BLOW CONDOMINIUMS



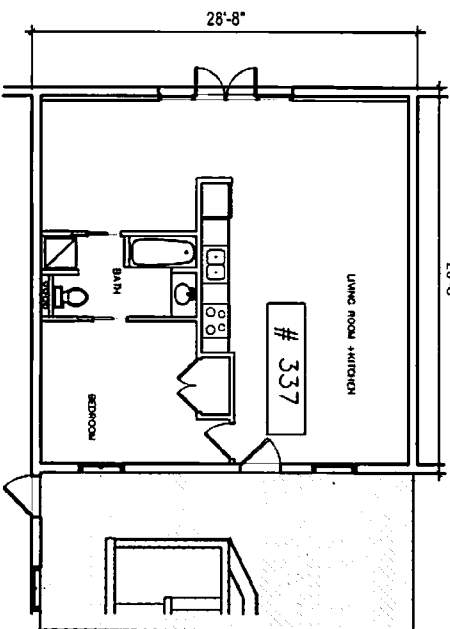
**BUILDING 300
UNIT #336**



DAVID
WHITNEY
KIMBLE, AIA
ASSOCIATES, INC.
ARCHITECTS
AND PLANNERS
1000 PINE STREET
SUITE 1000
DENVER, COLORADO 80202

BUILDING 300 - 3RD FLOOR - UNIT #337			
HEATED	822 S.F.	APPROXIMATELY	
GROSS	822 S.F.	APPROXIMATELY	

28'-8"



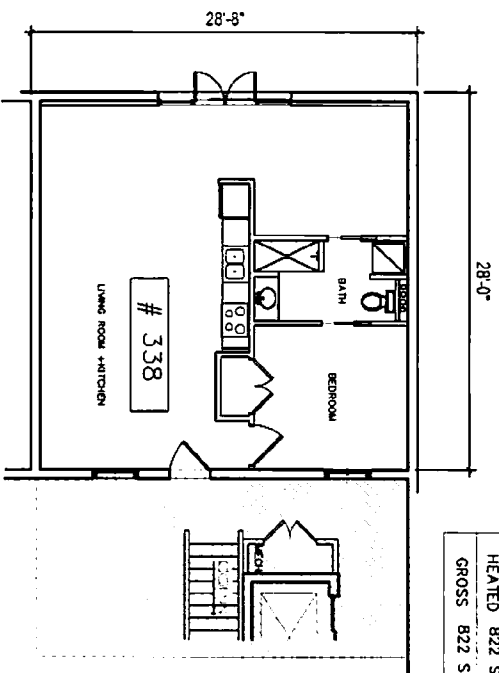
ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY. THEY DO NOT CONSTITUTE A WARRANTY OF
ANY KIND. THE BUYER SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE
FOOTAGE OF THE UNIT.

KEY

Common Elements

Limited Common Elements

BUILDING 300
UNIT #337

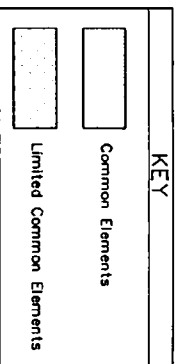


BUILDING 300-3RD FLOOR-UNIT #338	
HEATED 822 S.F.	APPROXIMATELY
GROSS 822 S.F.	APPROXIMATELY

ONE COOL BLOW CONDOMINIUMS

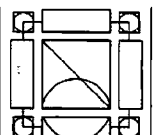
THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SEATING PORTAGE CALCULATIONS SHOW HEREIN ARE ONLY APPROXIMATIONS, AND REPRESENT EXISTING CONDITIONS IN THE HOSPITAL. CONSTRUCTION TOLERANCES.

ANY LATER CHANGES ARE CONCERNED ABOUT ANY RECONSTRUCTION INVOLVING THIS FLOOR PLAN SHOULD BE BASED ON INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.



BUILDING 300
UNIT #338

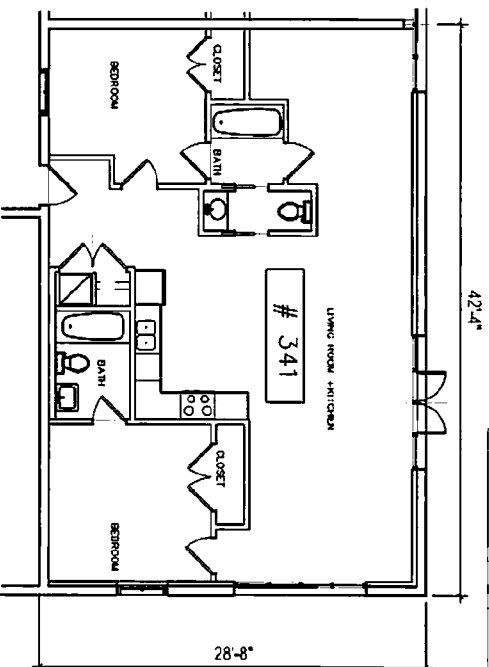
**DAVID
WHITNEY
KIMBLE, AIA**
ASSOCIATES, INC.
ARCHITECTURE
AND PLANNING
7 CHARLOTTE STREET
CHARLESTON
SOUTH CAROLINA 29403



DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT, INC.

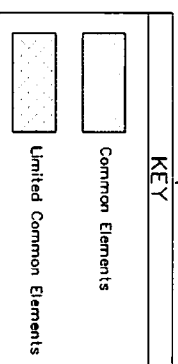
ARCHITECT
300 NORTH STREET
CHICAGO, ILL. 60601
312.467.1234

BUILDING 300-4TH FLOOR - UNIT #341			
HEATED	1214 S.F.	APPROXIMATELY	
GROSS	1214 S.F.	APPROXIMATELY	

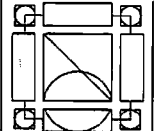


ONE COOL BLOW CONDOMINIUMS

THE FLOOR PLAN AND THE DIMENSIONS ARE FOR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREIN. THE DIMENSIONS ARE APPROXIMATE AND SHOULD BE USED AS A GUIDE ONLY. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THE FLOOR PLAN SHOULD DO THEIR OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

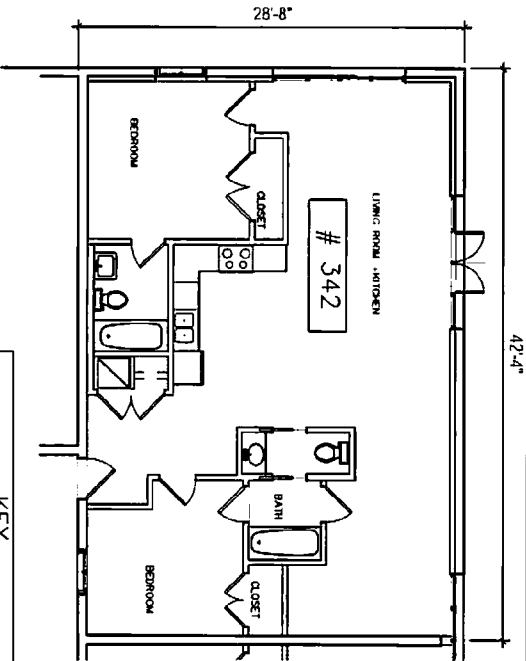


BUILDING 300
UNIT #341

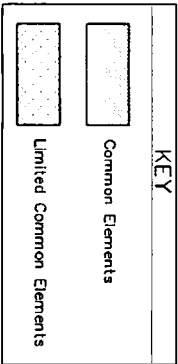


DAVID
WHITNEY
KIMBLE, AIA
ARCHITECTS, INC.
7 CHASE LITTLE STREET
SOUTH SAN FRANCISCO, CA 94080

BUILDING 300-4TH FLOOR- UNIT #342	
HEATED 1214 S.F.	APPROXIMATELY
GROSS 1214 S.F.	APPROXIMATELY

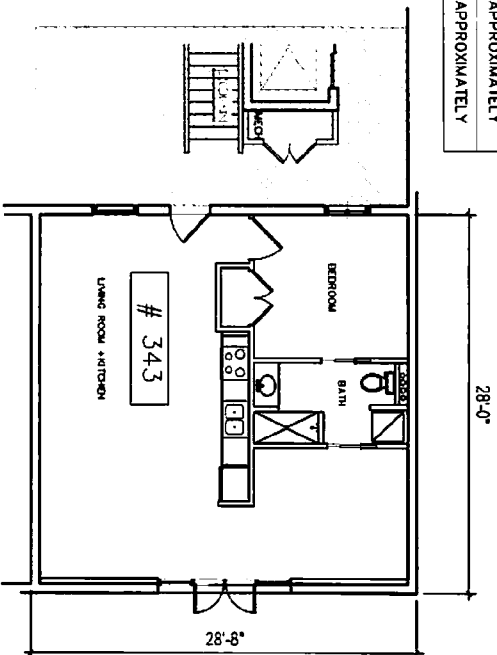


ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE A WARRANTY OR
GARANTEE OF ANY KIND. THE ARCHITECT MAKES NO REPRESENTATION OR WARRANTY AS TO THE
ACCURACY OF THE SQUARE FOOTAGE CALCULATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY
APPROXIMATION INCLUDING THE FLOOR PLAN SHOULD DO SO WITH ONE MONTH BEFORE THE
CLOSING OF THE UNIT.



BUILDING 300
UNIT #342

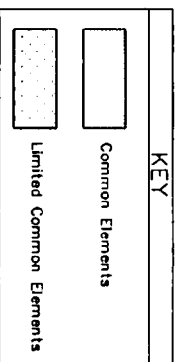
BUILDING 300-4TH FLOOR-UNIT #343	
HEATED	822 S.F.
GROSS	822 S.F.
	APPROXIMATELY



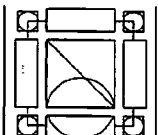
ONE COOL BLOW CONDOMINIUMS

THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREIN ARE ONLY APPROXIMATIONS, AND REPRESENT EXISTING CONDITIONS WITHIN NORMAL CONSTRUCTION TOLERANCES.

ANY USER/OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD BE KEENLY CONSCIOUS THAT THERE IS NO EXACT DIMENSION, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

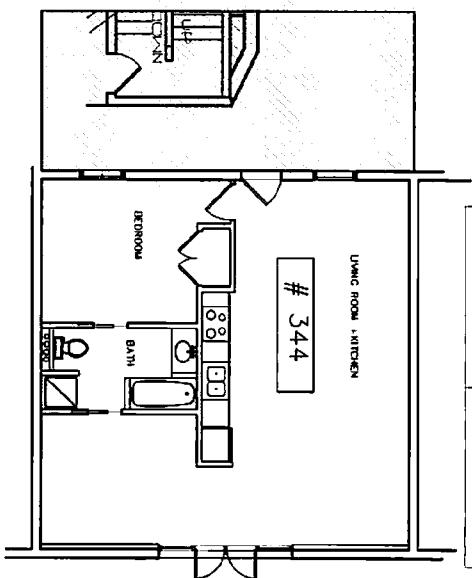


BUILDING 300
UNIT #343

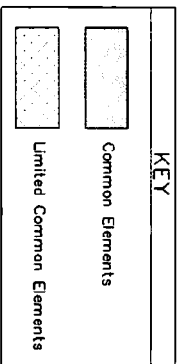


DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT, INC.
ARCHITECT
1000 N. 10TH ST.
SUITE 100
DENVER, CO 80202
303.733.1234

BUILDING 300 4TH FLOOR-UNIT # 344			
HEATED	822 S.F.	APPROXIMATELY	
GROSS	822 S.F.	APPROXIMATELY	



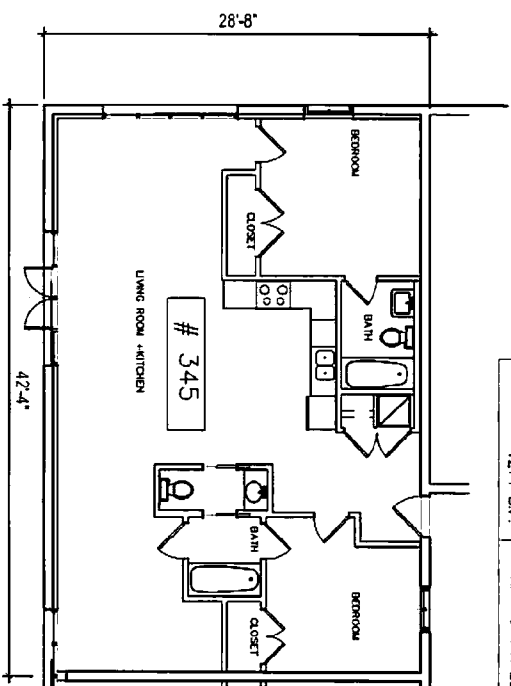
ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND FOR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS, AND REPRESENT EXISTING CONDITIONS IN THE NORMAL CONSTRUCTION TOLERANCE.
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD CONSULT WITH AN ATTORNEY FOR AN INDEPENDENT ASSESSMENT OF THE SQUARE FOOTAGE OF THE UNIT.



BUILDING 300
UNIT #344

ADDICTION
AND PLANNING
7 EMILY STREET
CHARLESTON
SOUTH CAROLINA 29403

BUILDING 300-4TH FLOOR- UNIT #345	
HEATED 1214 S.F.	APPROXIMATELY
GROSS 1214 S.F.	APPROXIMATELY



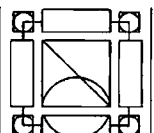
ONE COOL BLOW CONDOMINIUMS

THIS FLOOR PLAN AND THE DIMENSIONS AND /OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS, AND REPRESENT EXISTING CONDITIONS WITHIN NORMAL CONSTRUCTION TOLERANCES.

ANY USER/OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE USER.

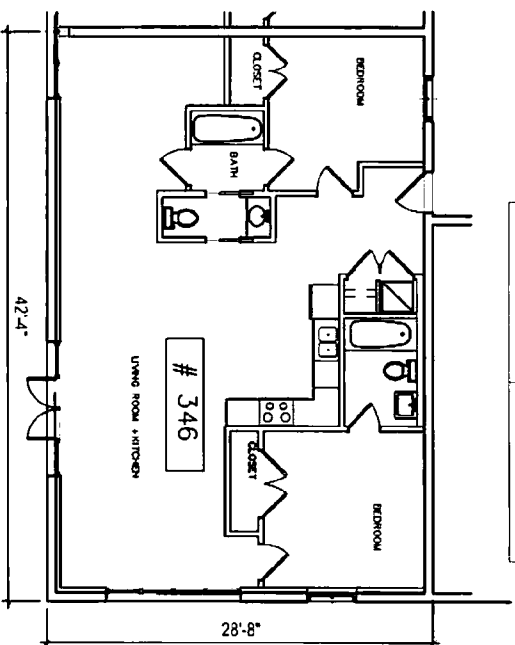
KEY	
	Common Elements
	Limited Common Elements

BUILDING 300
UNIT #345

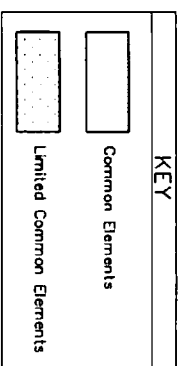


DAVID
WHITNEY
KIMBLE, AIA
ASSOCIATES, INC.
ARCHITECTS
1000 W. 10TH STREET
SUITE 1000
DENVER, CO 80202
(303) 733-1111

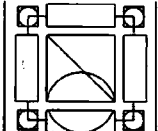
BUILDING 300-4TH FLOOR- UNIT #346		
HEATED	1214 S.F.	APPROXIMATELY
GROSS	1214 S.F.	APPROXIMATELY



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS THEREON ARE FOR THE SOLE PURPOSE OF ILLUSTRATING THE GENERAL LAYOUT AND CONSTRUCTION OF THE UNIT. THE DIMENSIONS ARE NOT TO BE USED FOR ANY OTHER PURPOSE. THE DIMENSIONS ARE NOT TO BE USED FOR ANY OTHER PURPOSE. THE DIMENSIONS ARE NOT TO BE USED FOR ANY OTHER PURPOSE.

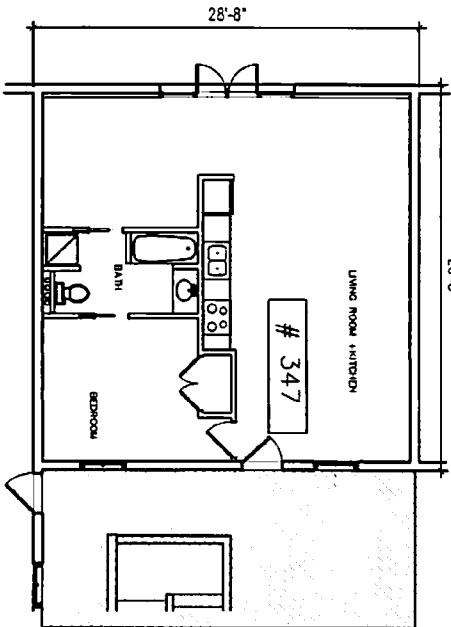


BUILDING 300
UNIT #346

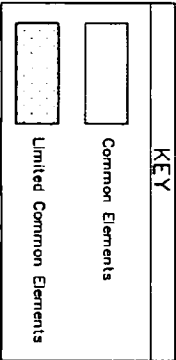


DAVID
WHITNEY
KIMBLE, AIA
ASSOCIATES, INC.
ARCHITECTS
200 SOUTH MAIN STREET
7 FLOOR, SUITE 700
CHAMBERSBURG
PENNSYLVANIA 17003

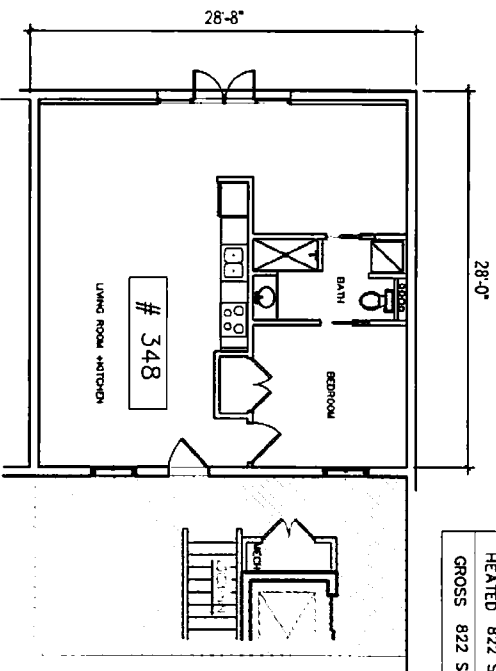
BUILDING 300-4TH FLOOR-UNIT #347			
HEATED	822 S.F.	APPROXIMATELY	
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ONE COOL BLOW CONDOMINIUMS
3RD FLOOR PLAN AND SEE DIMENSIONS AND SEE THE SQUARE FOOTAGE CALCULATIONS SHOW
MEASUREMENTS ARE ONLY APPROXIMATE, AND REPRESENT EXISTING CONDITIONS WITHIN NORMAL
CONSTRUCTION TOLERANCES.
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN
OR ANY OTHER INFORMATION IS TO CONTACT THE ARCHITECT, ENGINEER AND PLANNING
FIRM OF THE UNIT.



BUILDING 300
UNIT #347



BUILDING 300-4TH FLOOR-UNIT #348	
HEATED 822 S.F.	APPROXIMATELY
GROSS 822 S.F.	APPROXIMATELY

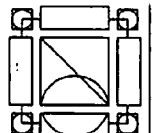
ONE COOL BLOW CONDOMINIUMS

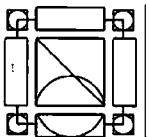
THE FLOOR PLAN AND THE DIMENSIONS AND AREA FOR THE BUILDING PROVIDED CALCULATIONS SHOWN HEREIN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES. THE CONSTRUCTION OF THE BUILDING IS SUBJECT TO THE APPROVAL OF THE LOCAL BUILDING DEPARTMENT. THE UNIT OWNER WHO IS CONCERNED ABOUT AIR REGISTRATION INCLUDING THE FLOOR PLAN SHOULD DO THEIR OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

KEY	
	Common Elements
	Limited Common Elements

BUILDING 300
UNIT #348

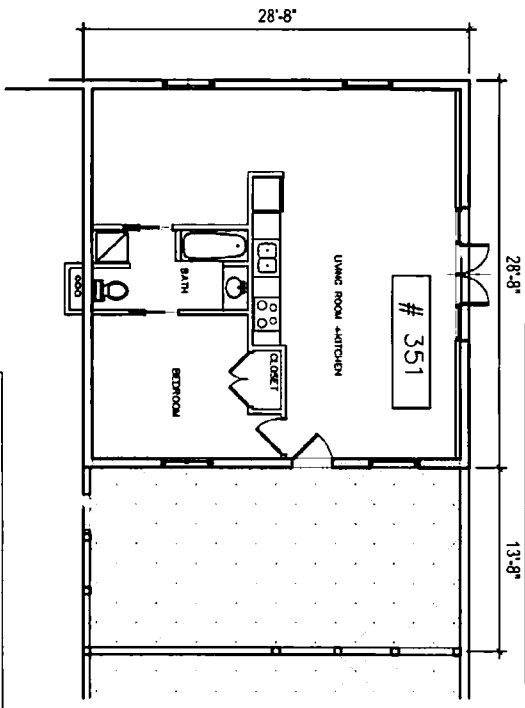
DAVID
WHITNEY
KIMBLE, AIA
ASSOCIATES, INC.
ARCHITECTS
AND PLANNERS
7200 W. CENTRAL
EXPRESSWAY
SUITE 100
DENVER, COLORADO 80231





DAVID
WHITNEY
KIMBLE, AIA
ARCHITECT
7 COLUMBIA STREET
SOUTH-CAROLINA 29401

BUILDING 300-5TH FLOOR - UNIT #351			
HEATED	822 S.F.	APPROXIMATELY	
GROSS	822 S.F.	APPROXIMATELY	

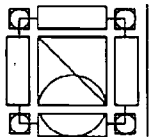


ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND FOR THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A GUARANTEE OF ANY KIND.
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY APPLICABLE NEW REGULATIONS FOR FLOOR PLAN
SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE
FOOTAGE OF THE UNIT.

KEY

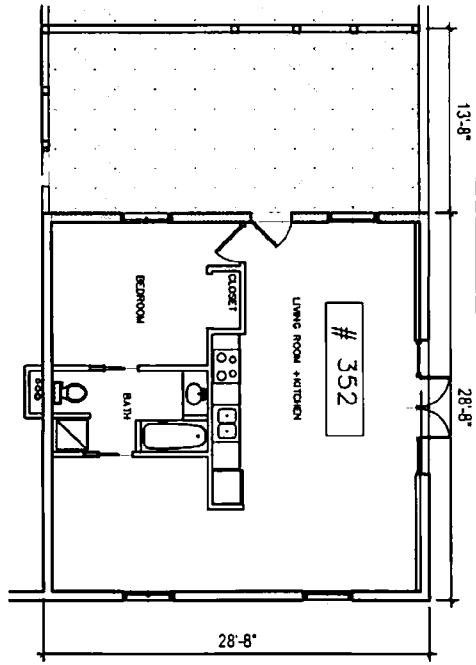
	Common Elements
	Limited Common Elements

BUILDING 300
UNIT #351



DAVID
 WHITNEY
 KIMBLE, AIA
 ASSOCIATES, INC.
 ARCHITECTS
 7 FOURTH ST., SUITE 400
 NEWTON, MASSACHUSETTS 02459
 (617) 552-1100

BUILDING 300-5TH FLOOR- UNIT #352	
HEATED 822 S.F.	APPROXIMATELY
GROSS 822 S.F.	APPROXIMATELY



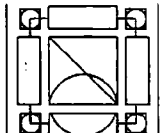
KEY

Common Elements

Limited Common Elements

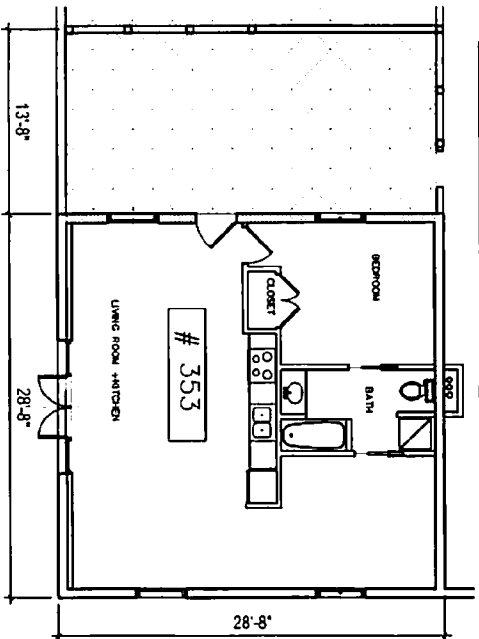
ONE COOL BLOW CONDOMINIUMS
 THIS FLOOR PLAN, AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN THEREON, ARE FOR INFORMATIONAL PURPOSES ONLY. THEY DO NOT CONSTITUTE A WARRANTY OF ANY KIND, AND SHOULD NOT BE USED AS A BASIS FOR ANY DECISIONS REGARDING THE FLOOR PLAN OR THE UNIT.

BUILDING 300
 UNIT #352

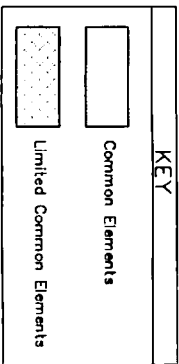


DAVID
WHITNEY
KIMBLE, AIA
ARCHITECTS, P.C.
AND RECORDING
AND REPAIRING
7 SOUTH CITY AVENUE
CHICAGO, ILL. 60606
TEL: (312) 467-1100 FAX: (312) 467-1101

BUILDING 300-5TH FLOOR- UNIT #353			
HEATED	822 S.F.	APPROXIMATELY	
GROSS	822 S.F.	APPROXIMATELY	



ONE COOL BLOW CONDOMINIUMS
THIS FLOOR PLAN AND THE DIMENSIONS AND FOR THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY. THE SQUARE FOOTAGE CALCULATIONS SHOWN
HEREIN ARE NOT A GUARANTEE OF THE SQUARE FOOTAGE OF THE UNIT. THE SQUARE FOOTAGE
CALCULATIONS SHOWN HEREIN ARE BASED ON THE DIMENSIONS SHOWN ON THE FLOOR PLAN.
ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN
SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE
FOOTAGE OF THE UNIT.



BUILDING 300
UNIT #353

Floor plan for Unit #354, a 1-bedroom, 1-bath unit. The unit is 28'-8" wide and 13'-8" deep. It includes a living room and kitchen area, a bedroom, a bathroom, and a closet. The unit is located on the 3rd floor of a building.

Room labels: LIVING ROOM + KITCHEN, BEDROOM, BATH, CLOSET, 3RD.

Dimensions: 28'-8" (width), 13'-8" (depth).

Unit number: # 354

ONE COOL BLOW CONDOMINIUMS

THE FLOOR PLAN, AND THE OWNERS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS, AND REPRESENT ESTIMATING CONSIDERATIONS WHEN NORMAL CONSTRUCTION TOLERANCES.

ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY DISCREPANCY REGARDING THE FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO EXACT DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

KEY	
	Common Elements
	Limited Common Elements

BUILDING 300
UNIT #354

ARCHITECT'S CERTIFICATE

The undersigned Architect, David Whitney Kimble, Registration No. 6641, authorized and licensed to practice in the State of South Carolina, hereby certifies pursuant to Section 27-31-110, Code of Laws of South Carolina, that the elevations and floor plans of One Cool Blow Horizontal Property Regime, included herein as Exhibit C, fully and accurately, within reasonable construction tolerances, depict the dimensions, layout, area and location of the Common Elements of the buildings and Units shown thereon:

Witness my Hand and Seal this 18 day of June, 2008.

WITNESSETH:

Jan M. Moscone

David Whitney Kimble
David Whitney Kimble
Registration No. 6641

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, *Cathie H. Giffin* (Notary Public), do hereby certify that David Whitney Kimble personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 18th day of JUNE, 2008.

Cathie H. Giffin
Notary Public for South Carolina
My Commission Expires: 9/18/14

EXHIBIT "D"

Schedule of Unit Values, Percentage Interests and Weighted Votes

Each Owner owns, in addition to his/her/its Unit, an interest in the Common Elements of the Condominium, 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 Condominium as a whole.

The percentage of the interest in the Common Elements of each Owner of a Unit is shown herein below in this Exhibit. The percentage of the undivided interest in the Common Elements appurtenant to each Unit is shown herein below in this Exhibit. Such percentage of the undivided interest in the Common Elements appurtenant to each Unit has been computed by taking as a basis the value of the individual Unit in relation to the value of the Condominium as a whole.

Unit	Assigned Value**	% Allocated Interest and Weighted Vote
121	\$400,000	4%
122	\$400,000	4%
123	\$100,000	1%
124	\$100,000	1%
125	\$200,000	2%
126	\$200,000	2%
127	\$100,000	1%
128	\$100,000	1%
131	\$200,000	2%
132	\$200,000	2%
133	\$100,000	1%
134	\$100,000	1%
135	\$200,000	2%
136	\$200,000	2%
137	\$100,000	1%
138	\$100,000	1%
141	\$200,000	2%
142	\$200,000	2%
143	\$100,000	1%
144	\$100,000	1%
145	\$200,000	2%
146	\$200,000	2%
147	\$100,000	1%
148	\$100,000	1%
151	\$100,000	1%
152	\$100,000	1%
153	\$100,000	1%
154	\$100,000	1%
201	\$600,000	6%
202	\$600,000	6%
321	\$400,000	4%
322	\$400,000	4%
323	\$100,000	1%
324	\$100,000	1%

325	\$200,000	2%
326	\$200,000	2%
327	\$100,000	1%
328	\$100,000	1%
331	\$200,000	2%
332	\$200,000	2%
333	\$100,000	1%
334	\$100,000	1%
335	\$200,000	2%
336	\$200,000	2%
337	\$100,000	1%
338	\$100,000	1%
341	\$200,000	2%
342	\$200,000	2%
343	\$100,000	1%
344	\$100,000	1%
345	\$200,000	2%
346	\$200,000	2%
347	\$100,000	1%
348	\$100,000	1%
351	\$100,000	1%
352	\$100,000	1%
353	\$100,000	1%
354	\$100,000	1%
TOTAL	\$10,000,000	100%

** The assigned values given to each of the Units in this Exhibit are for the sole purpose of calculating the Percentage Allocated Interest appurtenant to each Unit and are not intended to, and do not, correlate or in any way relate to the actual value of the Unit or the purchase price for the Unit. Declarant makes no representations herein or otherwise as to the actual value of any Unit.

EXHIBIT "E"

Articles of Incorporation of
One Cool Blow Condominium Association, Inc.

(SEE ATTACHED)

RMC BK 0009 Pg 425 : pg 141 *

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the proposed corporation is One Cool Blow Condominium Association, Inc.
2. The initial registered office of the nonprofit corporation is 75 Beattie Place, Two Liberty Square, Greenville, South Carolina 29601.

The name of the registered agent of the nonprofit corporation at that office is: CT Corporation System

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

CT Corporation System

By: Linda W. Dillshaw Special Assistant Secretary
Linda W. Dillshaw CT Corporation System - SC
Name and Title (Print)

3. Check "a", "b" or "c", whichever is applicable. Check only one box:
 - a) ☐ The nonprofit corporation is a public benefit corporation.
 - b) ☐ The nonprofit corporation is a religious corporation.
 - c) ☒ 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 51 Broad Street, Charleston, SC 29401.
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

Charleston: 406220 v.2

000902-0104 FILED: 09/02/2008
ONE COOL BLOW CONDOMINIUM ASSOCIATION, INC.
Filing Fee: \$25.00 ORIG



Mark Hammond South Carolina Secretary of State

said court shall determine, which are organized and operated exclusively for such purposes.

- 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, or if it has no 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 optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See Section 33-31-202(b) through 33-31-201(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instruction to this form).

**ADDITIONAL PROVISIONS OF ARTICLES OF INCORPORATION OF
ONE COOL BLOW CONDOMINIUM ASSOCIATION, INC.**

Article I. Definitions

All capitalized terms used herein which are not defined shall have the same meaning as set forth in that certain Master Deed of One Cool Blow Horizontal Property Regime, recorded, or to be recorded, in the public records, as it may be amended (the "*Master Deed*"), unless the context indicates otherwise.

Article II. Purposes

The purposes for which One Cool Blow Condominium Association, Inc. (the "*Association*") is formed are:

- a) to be and constitute the Association to which reference is made in the Master Deed, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Master Deed and the By-Laws, and as provided by law; and
- b) to provide an entity for the furtherance of the interests of the Owners.

Article III. Powers

The powers of the Association shall include and be governed by the following provisions;

- a) the Association shall have all of the common law and statutory powers conferred upon nonprofit corporations under South Carolina law and all of the powers necessary or desirable to perform

the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Master Deed, including without limitation, the power to:

- (i) fix, collect, and enforce payment, by any lawful means, of assessments and other charges to be levied against the Units;
- (ii) manage, control, operate, maintain, repair, and improve the Condominium and any other property for which the Association by rule, regulation, covenant, or contract has a right or duty to provide such services;
- (iii) enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Master Deed or By-Laws;
- (iv) engage in activities which will actively foster, promote, and advance the common interests of all Owners of Units subject to the Master Deed;
- (v) buy or otherwise acquire, sell, dedicate for public use, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, grant easements, and otherwise deal in and with real and personal property of all kinds and any right or interest therein for any purpose of the Association, subject to such limitations as may be set forth in the Master Deed or By-Laws;
- (vi) borrow money for any purpose, subject to such limitations as may be set forth in the Master Deed or By-Laws;
- (vii) enter into, make, perform, and enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;
- (viii) act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;
- (ix) adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Master Deed; and
- (x) provide any and all services to the Condominium as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or hereafter be permitted by law. The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of this Article.

- b) The Association shall make no distributions of income to its members, directors or officers.

Article IV. Members

a) The Association shall be a membership corporation without certificates or shares of stock. The Owner of each Unit shall be a member of the Association and shall be entitled to vote in accordance with the terms of the Master Deed and the By-Laws. The manner of exercising voting rights shall be as set forth in the Master Deed and in the By-Laws of the Association.

b) Change of membership in the Association shall be established by recording in the public records a deed or other instrument establishing record title to real property subject to the Master Deed. Upon such recordation, the owner designated by such instrument shall become a member of the Association and the membership of the prior owner shall be terminated.

c) The share of a member in the privileges, rights and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of its Unit.

Article V. Dissolution

The Association may be dissolved only upon a resolution duly adopted by the Board of Directors and the approval of members holding at least sixty-seven percent (67%) of the Total Eligible Association Vote, or such higher percentage as may be required by the South Carolina Horizontal Property Act, South Carolina Code of Laws (1976), Section 27-31-10, et seq., as amended, and the written consent of the Declarant during the Development Period. Upon dissolution, the assets shall be distributed in accordance with the above Section 7 of these Articles.

Article VI. Directors and Officers

a) The business and affairs of the Association shall be conducted, managed, and controlled by a Board of Directors. The Board shall consist of three (3) directors.

b) The method of election, removal, and filling of vacancies on the Board of Directors and the term of office of directors and officers shall be as set forth in the By-Laws.

c) The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

Article VII. By-Laws

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the By-Laws. The quorum requirements for meetings of members and directors shall be set forth in the Master Deed and By-Laws.

Article VIII. Liability of Directors Officers and Committee Members

To the fullest extent that South Carolina law, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers, and committee members, no director, officer or committee member of the Association shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director, officer or committee member. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director, officer or committee member for or with respect to any

acts or omissions of such director, officer, or committee member occurring prior to such amendment or repeal.

Article IX. Indemnification

Every director, officer, committee member, employee or agent of the Association shall be indemnified by the Association to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Association, seeking to hold him liable by reason of the fact that he is or was acting in such capacity, and (b) reasonable payments made by him in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he may have become liable in any such action, suit or proceeding; and whether or not he continues to be such director, officer, or agent at the time of incurring or imposition of such costs, expenses or liabilities.

The Board of Directors shall, in accordance with the By-Laws, take all such action as may be necessary and appropriate to authorize the Association to indemnify any director, officer, committee member, employee or agent, including, without limitation and to the extent necessary, making a good faith evaluation of the manner in which the claimant for indemnification acted and of the reasonable amount of indemnity due him.

Such right shall inure to the benefit of the legal representative of any such person and shall not be exclusive of any other rights to which such person may be entitled.

The Board of Directors shall have the power to purchase and maintain insurance on behalf of any director, officer, committee member, employee or agent against any liability which may be asserted against him, and which arises out of, his capacity as such.

Article X. Amendments

a) The Board of Directors may amend these Articles without member approval for those specific purposes permitted under South Carolina law.

b) During the Development Period, the Declarant may unilaterally amend these Articles of Incorporation at any time and from time to time for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Unit Owner, nor shall it adversely affect title to any Unit without the written consent of the affected Unit Owner(s). Thereafter, the Declarant may unilaterally amend these Articles at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units; (iv) to correct any typographical, clerical or scrivener's errors; or (v) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not materially adversely affect the substantive rights of any Unit Owner(s) hereunder, nor shall it adversely affect the title to any Unit without the written consent of the affected Unit Owner(s).

c) Other amendments to these Articles of Incorporation may be adopted by the approval of members holding at least sixty-seven percent (67%) of the Total Eligible Association Vote, and the written consent of the Declarant during the Development Period; provided, no amendment may be in conflict with the Master Deed; and provided, further, no amendment shall be effective to impair or dilute any rights of members, that are governed by the Master Deed. For so long as required under South Carolina law, notice of any amendment to these Articles shall be sent to members by registered mail or published in a newspaper in Charleston County, South Carolina not less than five (5) days before the time set for the vote on such amendment.

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

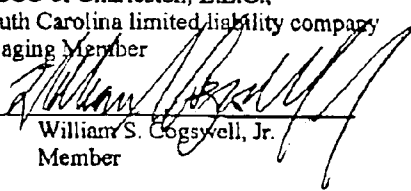
One Cool Blow, LLC, a South Carolina limited liability company
c/o WECCO of Charleston, L.L.C., a South Carolina limited liability company
51 Broad Street
Charleston, SC 29401

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles: NOT APPLICABLE

11. The following is the name and signature of the incorporator:

ONE COOL BLOW, LLC,
a South Carolina limited liability company

By: WECCO of Charleston, L.L.C.,
a South Carolina limited liability company
Its: Managing Member

By: 
William S. Cogswell, Jr.
Its: Member

August 28, 2008

EXHIBIT "F"

By-laws of
One Cool Blow Condominium Association, Inc.

(SEE ATTACHED)

RMC BK 0009 Pg 425 : pg 148 *

**BY-LAWS
OF
ONE COOL BLOW
CONDOMINIUM ASSOCIATION, INC.**

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BY-LAWS
OF
ONE COOL BLOW
CONDOMINIUM ASSOCIATION, INC.

Article 1.
General

1.1. Applicability. These By-Laws provide for the self-governance of One Cool Blow Condominium Association, Inc., the Articles of Incorporation filed with the South Carolina Secretary of State, and the Master Deed for One Cool Blow Horizontal Property Regime, recorded in the Charleston County, South Carolina land records (the "*Master Deed*").

1.2. Name. The name of the corporation is One Cool Blow Condominium Association, Inc. (the "Association").

1.3. Principal Office. The principal office of the Association shall be located in the State of South Carolina. The Association may have such other offices, either within or outside the State of South Carolina, as the Board of Directors may determine or as the affairs of the Association may require.

1.4. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Master Deed, as it may be amended, unless the context indicates otherwise.

Article 2.
Association: Membership, Meetings, Quorum, Voting, Proxies

2.1. Membership. An Owner of a Unit shall automatically become a member of the Association as more fully set forth in the Master Deed, the terms of which, pertaining to membership, are incorporated herein by this reference. If title to a Unit is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit, which vote shall be appurtenant to such Unit and weighted in accordance with the percentage of undivided interest in the Common Elements attributable to each Unit, as shown on Exhibit "D" to the Master Deed. In the event an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, manager, partner, or trustee designated by the entity shall be eligible to represent such entity or entities in the affairs of the Association. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board, either within the Condominium or as convenient as is possible and practical.

2.3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular meetings shall be held annually on a date and at a time set by the Board.

2.4. Special Meetings. The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting if so directed by resolution of the Board or upon a petition signed by members representing at least twenty-five percent (25%) of the Total Eligible Association Vote.

2.5. Notice of Meetings. Written notice stating the place, day, and time of any meeting of the members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the president or the secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at its address as it appears on the records of the Association, with postage prepaid.

2.6. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member or the member's proxy shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member or proxy specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. Any meeting of the Association may be adjourned from time to time for periods not exceeding ten (10) days by vote of members holding at least fifty-one percent (51%) of the votes represented at such meeting, regardless of whether a quorum is present. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to members in the manner prescribed for regular meetings.

2.8. Voting. The voting rights of the members shall be as set forth in the Master Deed and in these By-Laws, and such voting rights provisions are specifically incorporated herein by this reference. When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) co-owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Unit. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to act as a proxy for any other member if that Owner is

shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Master Deed, these By-Laws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a majority or a quorum.

2.9. Proxies. At all meetings of members, each member may vote in person (if a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then through any officer, director, manager, partner, or trustee duly authorized to act on behalf of the member) or by proxy, subject to the limitations of South Carolina law. All proxies shall be in writing specifying the Unit(s) for which it is given, signed by the member or its duly authorized attorney-in-fact, dated and filed with the secretary of the Association prior to any meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Unit for which it was given, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a member who is a natural person, or of written revocation, or eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

2.10. Quorum. Except as otherwise provided in these By-Laws or in the Master Deed, the presence, in person or by proxy, of members representing twenty percent (20%) of the Total Eligible Association Vote shall constitute a quorum at all meetings of the Association. Except when a higher vote is required under the Master Deed or these By-laws, the vote of at least fifty-one percent (51%) of the members present and eligible to vote shall constitute a decision of the Association. Owners whose voting rights have been suspended pursuant to the Master Deed or these By-Laws shall not be counted in determining the Total Eligible Association Vote or the establishment of a quorum.

2.11. Conduct of Meetings. The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.12. Action Without a Meeting.

(a) Action by Written Consent. Any action required or permitted by law to be taken at a meeting of the Association may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by members holding at least fifty-one (51%) of the Total Eligible Association Vote. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of South Carolina. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the members at a meeting.

(b) Action by Written Ballot. In the discretion of the Board, any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter.

(i) A written ballot shall: (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action.

(ii) Approval by written ballot pursuant hereto shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(iii) All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Association in order to be counted.

(iv) A written ballot may not be revoked. The Association shall maintain such ballots in its file for a period of at least three (3) years.

Article 3.

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Declarant, the directors shall be residents, eligible members, or Associates (hereafter defined) of Declarant. As used in this Article 3.1, "*Associates*" means each person who, at the time in question, holds or has previously held a direct or indirect ownership interest in Declarant or who is or was an officer, director, trustee, agent, employees or affiliate of Declarant; provided, however, no two (2) residents representing the same Unit may serve on the Board at the same time. No Owner or resident shall be eligible to be elected to serve as a director if any assessment for such Person's Unit is delinquent. A "resident" shall be any natural person eighteen (18) years of age or older whose principal place of residence is a Unit within the Condominium. In the case of a member which is not a natural person, any officer, director, manager, partner, employee, or trust officer of such member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such member; provided, no member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by the Declarant.

3.2. Number of Directors. The Board shall consist of three (3) directors.

3.3. Nomination and Election of Directors. Except with respect to directors appointed by the Declarant, directors shall be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Each Owner may cast the entire vote assigned to his or her Unit for each position to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.4. Election and Term of Office. Upon termination of the Declarant's right to appoint directors as provided in the Master Deed, the Association shall hold an election at which the members shall be entitled to elect all three (3) directors, with the two (2) directors receiving the largest number of

votes being elected for a term of two (2) years and the one (1) director receiving the fewest number of votes being elected for a term of one (1) year. If such meeting is not the annual meeting, the directors elected shall serve until the next annual meeting.

Upon the expiration of the term of office of each initial director elected by the members, a successor shall be elected to serve a term of two (2) years, and all subsequent terms shall be for two (2) years. The directors elected by the members shall hold office until their respective successors have been elected.

3.5. Removal of Directors and Vacancies. Any director elected by the members may be removed, with or without cause, by sixty-seven percent (67%) of the Total Eligible Association Vote. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the members to fill the vacancy for the remainder of the term of such director.

Except for directors elected by the Board to fill a vacancy, which directors can only be removed by the members, a director elected by the Board may be removed without cause by two-thirds of the directors then in office.

Any director elected by the members who has three or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the resident of a Unit that is more than thirty (30) days delinquent, or is the representative of a member who is more than thirty (30) days delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the members shall elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of a director elected by the members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the members shall elect a successor for the remainder of the term.

This section shall not apply to directors appointed by the Declarant. The Declarant shall be entitled to remove any director appointed by Declarant and shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Declarant, during the period in which the Declarant has the right to appoint directors.

B. Meetings.

3.6. Organizational Meetings. Within thirty (30) days after the election or appointment of new directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.7. Regular Meetings. Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine, but at least one such meeting shall be held during each quarter.

3.8. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president or on written request of at least two (2) directors.

3.9. Notice. Notice of a regular meeting shall be communicated to directors not less

than four (4) calendar days prior to the meeting. Notice of a special meeting shall be communicated to directors not less than two (2) days prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a natural person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) telecopier transmission to the director's home or office, with confirmation of receipt by the receiving telecopier; (e) telegram, charges prepaid; (f) overnight or same day delivery, charges prepaid; or (g) electronic mail ("e-mail"), using Internet accessible equipment and services, if the director has consented in writing to such method of delivery and has provided the Board with an e-mail address. All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal, overnight or courier delivery, telephone, telecopier, telegraph, or e-mail shall be deemed communicated when delivered, telephoned, telecopied, e-mailed, or given to the telegraph company.

3.10. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11. Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

3.12. Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Master Deed. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not more than five (5) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13. Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by members representing at least sixty-seven percent (67%) of the Total Eligible Association Vote. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior

to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

3.14. Conduct of Meetings. The president shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15. Open Meetings. Subject to the provisions of this Section 3.15 and Section 3.16, all meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the president may limit the time any member may speak. Notwithstanding the above, the president may adjourn any meeting of the Board, reconvene in executive session, and exclude members to discuss matters of a sensitive nature.

3.16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a majority of the directors consent in writing to such action. Such written consent must describe the action taken and be filed with the minutes of the Board.

C. Powers and Duties.

3.17. Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Master Deed, these By-Laws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things as are not directed by the Master Deed, the Articles, these By-Laws, or South Carolina law to be done and exercised exclusively by the membership generally.

3.18. Duties. The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Master Deed, an annual budget establishing each Owner's share of the Common Expenses;
- (b) levying and collecting such assessments from the Owners, as set forth in the Master Deed;
- (c) providing for the operation, care, upkeep, and maintenance of those portions of the Condominium as provided in the Master Deed;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending rules in accordance with the Master Deed;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Elements in accordance with the Master Deed and these By-Laws;

(i) enforcing by legal means the provisions of the Master Deed, these By-Laws, and the rules of the Association and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Master Deed, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association;

(l) keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Master Deed, the Articles of Incorporation, the By-Laws, rules and all other books, records, and financial statements of the Association, as provided in Article 7, Section 7.7;

(n) permitting utility suppliers to use portions of the Common Elements reasonably necessary to the ongoing development or operation of the Condominium; and

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required or permitted under South Carolina law, the Articles of Incorporation or the Master Deed.

3.19. Management. The Association may, but shall not be required to, hire a professional management agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract, with or without cause and without penalty, upon no more than thirty (30) days written notice. No management contract shall have a term in excess of one (1) year.

3.20. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) cash basis accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent

contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) commencing at the end of the quarter in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly (such financial statements shall include an income statement reflecting all income and expense activity for the preceding period on an accrual basis and may include such other reports as deemed necessary by the Board); and

(g) an annual financial report shall be made available to all members within one hundred twenty (120) days after the close of the fiscal year and at each Association annual meeting. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines: provided, upon written request of any holder, guarantor or insurer of any first Mortgage on a Unit, or upon request of a majority of the Total Eligible Association Vote as set forth in Section 7.6, the Association shall provide an audited financial statement.

3.21. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall obtain the approval of members representing a fifty-one percent (51%) of the Total Eligible Association Vote, prior to borrowing such money.

3.22. Right to Contract. The Association, acting through the Board of Directors, shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational or other agreements with trusts, condominiums, cooperatives, or neighborhood and other owners or residents associations, within and outside the Condominium.

3.23. Authority and Enforcement.

The Condominium shall be used only for those uses and purposes set out in the Master Deed. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements: provided, copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the Total Eligible Association Vote and the consent of the Declarant during the Development Period, at an annual or special meeting of the membership. Every Owner and Occupant shall comply with the Master Deed, By-Laws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one (1) or more aggrieved Owners, to take action to enforce the terms of the Master Deed, By-Laws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote or to use the Common Elements for violation of any duty imposed under the Master Deed, these By-Laws, or any rules and regulations duly adopted

hereunder; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Unit. In the event that any Occupant of a Unit violates the Master Deed, By-Laws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Owner and Occupant, and the fine shall first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Unit until paid. The failure of the Board to enforce any provision of the Master Deed, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

3.24. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements (provided, however, if an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, suspension of the right to vote and the right to use the Common Elements shall be automatic; provided further, however, suspension of common utility services shall require compliance with the provisions of Paragraph 8.9 of the Master Deed, where applicable), unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. Any such fine or fines may be effective or commenced upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below.

(a) Notice. If any provision of the Master Deed or By-Laws or any rule or regulation of the Association is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension being imposed and advising the violator of the right to request a hearing before the Board to contest the violation, fine(s), or suspension or to request reconsideration of the fine(s) or suspension. Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator. Suspensions shall be effective pursuant to Section 33-31-621 of the South Carolina Nonprofit Corporation Act of 1994.

(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

3.25. Additional Enforcement Rights. Notwithstanding anything to the contrary contained herein, the Board may elect to enforce any provision of the Master Deed, the By-Laws, or the rules and regulations by self-help (specifically including, but not limited to, towing of vehicles that are in violation of the parking rules and regulations or performing maintenance on any Unit upon a failure by the Owner to so do) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 3.24 of this Article. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Unit or upon any portion of the Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Master Deed, the By-Laws, or the rules and regulations; provided, however, written notice shall be given to the Owner of the Unit at least two (2) days prior to the time that any items of construction are altered or demolished. All costs of self-help, including reasonable attorneys' fees, shall be assessed against the violating Owner and shall be collected as provided herein for the collection of assessments.

Article 4. Officers

4.1. Officers. The officers of the Association shall be a president, secretary and treasurer. The president shall be elected from among the members of the Board; other officers may be, but are not required to be, members of the Board. The Board may appoint such other officers, including one or more vice presidents, one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the members, to serve until their successors are elected.

4.3. Removal and Vacancies. The Board may remove any officer, either with or without cause, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The treasurer shall have primary responsibility for the preparation of the budget as provided for in the Master Deed and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The secretary shall prepare and keep the minutes of all meetings of the Association and Board of Directors, have charge of such books and papers as the Board of Directors may direct and shall be responsible for authenticating records of the Association.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Article 3, Section 3.13.

**Article 5.
Indemnification of Directors and Officers**

The Association shall indemnify any director or officer of the Association to the fullest extent permitted by law and in accordance with the Articles and the Master Deed.

**Article 6.
Committees**

Subject to the requirements of the South Carolina Nonprofit Corporation Act of 1994, the Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

**Article 7.
Miscellaneous**

7.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

7.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (current edition) shall govern the conduct of Association proceedings when not in conflict with South Carolina law, the Articles of Incorporation, the Master Deed, or these By-Laws.

7.3. Conflicts. If there are conflicts between the provisions of South Carolina law, the Articles of Incorporation, the Master Deed, and these By-Laws, the provisions of South Carolina law, the Master Deed, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

7.4. Severability. 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 or the Master Deed.

7.5. Gender and Grammar. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

7.6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board, and a financial statement shall be prepared and presented to the members at the annual meeting. However, after having received the Board's financial statement review at the annual meeting, the members may, by a vote of fifty-one percent (51%) of the Total Eligible Association Vote, require that the accounts of the Association be audited, as a Common Expense, by an independent accountant. Such statement shall be made available to the holder, insurer, or guarantor of any first Mortgage on a Unit upon submission of a written request, and must be available within one hundred twenty (120) days after the fiscal year end of the Association.

7.7. Books and Records.

(a) The Association shall:

(i) keep as permanent records minutes of all meetings of its members and Board, a

record of all actions taken by the members or directors without a meeting, and a record of all actions taken by committees of the Board as authorized by Section 33-31-825(d) of the South Carolina Nonprofit Corporation Act of 1994:

- (ii) maintain appropriate accounting records;
- (iii) maintain a record of its members in a form that permits preparation of a list of the name and address of all members, in alphabetical order, showing the number of votes each member is entitled to cast;
- (iv) maintain its records in written form or in another form capable of conversion into written form within a reasonable time; and
- (v) keep a copy of the following records at its principal office:
 - (A) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;
 - (B) its By-Laws or restated By-Laws and all amendments to them currently in effect;
 - (C) resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of members;
 - (D) the minutes of all meetings of members and records of all actions approved by the members for the past three years;
 - (E) all written communications to members generally within the past three years, including the financial statements furnished for the past three years under Section 33-31-1620 of the South Carolina Nonprofit Corporation Act of 1994;
 - (F) a list of the names and business or home address of its current directors and officers; and
 - (G) its most recent report of each type required to be filed by it with the Secretary of State of South Carolina under the South Carolina Nonprofit Corporation Act of 1994.

(b) All members of the Association and any holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member or mortgagee wishes to inspect and copy:

- (i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;
- (ii) its By-Laws or restated By-Laws and all amendments to them currently in effect;
- (iii) resolutions adopted by either its members or Board of Directors increasing or

decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;

(iv) resolutions adopted by either its members or Board of Directors relating to the characteristics, qualification, rights, limitations, and obligations of members or any class or category of members;

(v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years:

(vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years:

(vii) a list of the names and business or home addresses of its current directors and officers; and

(viii) its most recent annual report delivered to the Secretary of State.

(c) A member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member; the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose:

(i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under subsection (b);

(ii) accounting records of the Association; and

(iii) the membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may not be: (A) used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; (B) used for any commercial purpose; or (C) sold to or purchased by any person.

The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member.

Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

7.8. Notices. Except as otherwise provided in the Master Deed or these By-Laws, all notices, demands, bills, statements, and other communications under the Master Deed or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by

United States mail, first class postage prepaid:

(a) if to a member, at the address which the member has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Unit of such member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, or at such other address as shall be designated by notice in writing to the members pursuant to this section.

7.9. Amendment.

(a) By Declarant. During the Development Period, the Declarant may unilaterally amend these By-Laws for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Unit Owner(s) or Mortgagee(s), nor shall it adversely affect title to any Unit without the written consent of the affected Unit Owner(s) and Mortgagee(s). Thereafter, the Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee Mortgage loans on the Units; (iv) to correct any typographical, clerical or scrivener's errors; or (v) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not materially adversely affect the substantive rights of any Unit Owner(s) or Mortgagee(s), nor shall it adversely affect the title to any Unit without the written consent of the affected Unit Owner(s) or Mortgagee(s).

(b) By Members. Except where a higher vote is required for action under a particular provision of the Master Deed or these By-Laws, in which case such higher vote shall be necessary to amend, these By-Laws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding sixty-seven percent (67%) of the Total Eligible Association Vote. During the Development Period, any amendment to these By-Laws shall also require the written consent of the Declarant. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the president and secretary of the Association and recorded in the Charleston County, South Carolina land records. Any amendment duly certified and recorded shall be conclusively presumed to have been fully adopted in accordance with the By-Laws.

Any action to challenge the validity of an amendment adopted under this section must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

* * *

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of One Cool Blow Condominium Association, Inc., a South Carolina nonprofit corporation:

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by the Incorporator of the Association on September 2, 2008, and ratified and approved by the Directors of the Association on September 2, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 2nd day of September, 2008.

 [SEAL]
Brook Griffin, Secretary

EXHIBIT "G"

General Descriptions of Residential Units and Commercial Units

RMC BK 0009 Pg 425 : pg 168 *

Units 121 and 122. These Units are Commercial Units containing approximately 2,332 square feet of heated space and are located on the ground and second floors of Building 100, Unit 121 being on the northwest corner and Unit 122 being on the northeast corner facing Cool Blow Street. There is one half-bathroom on the second floor of these Units and a stairway connecting the two floors.

Units 123, 124, 127, 128, 133, 134, 137, 138, 143, 144, 147 and 148. These Units are Residential Units located in Building 100 and contain approximately 822 square feet of heated space with a living room/kitchen, one bedroom and one bathroom. Units 123 and 124 are located on the eastern side of the second floor. Units 127 and 128 are located on the western side of the second floor. Units 133 and 134 are located on the eastern side of the third floor. Units 137 and 138 are located on the western side of the third floor. Units 143 and 144 are located on the eastern side of the fourth floor. Units 147 and 148 are located on the western side of the fourth floor. Units 123, 124, 127 and 128 are designated as Cool Blow Workforce Housing Units, as defined in that certain Declaration of Covenants, Conditions and Restrictions dated September 12, 2008, and recorded in the Register of Mesne Conveyances Office for Charleston County, South Carolina on September 12, 2008, in Book 0009, Page 365.

Units 125, 126, 131, 132, 135, 136, 141, 142, 145 and 146. These Units are Residential Units located in Building 100 and contain approximately 1,214 square feet of heated space with a living room/kitchen, two bedrooms and two bathrooms. Unit 125 is located on the southeast corner of the second floor. Unit 126 is located on the southwest corner of the second floor. Unit 131 is located on the northwest corner of the third floor. Unit 132 is located on the northeast corner of the third floor. Unit 135 is located on the southeast corner of the third floor. Unit 136 is located on the southwest corner of the third floor. Unit 141 is located on the northwest corner of the fourth floor. Unit 142 is located on the northeast corner of the fourth floor. Unit 145 is located on the southeast corner of the fourth floor. Unit 146 is located on the southwest corner of the fourth floor.

Units 151, 152, 153 and 154. These Units are Residential Units located on the fifth floor of Building 100 and contain approximately 822 square feet of heated space with a living room/kitchen, one bedroom and one bathroom. Each of these Units also has a patio containing approximately 392 square feet as a Limited Common Element. Unit 151 is located on the northwest corner, Unit 152 is located on the northeast corner, Unit 153 is located on the southeast corner, and Unit 154 is located on the southwest corner.

Unit 201. This is a Commercial Unit located on the second and third floors of Building 200, containing approximately 2,960 square feet of heated space with one half-bathroom on each floor. Limited Common Elements appurtenant to Unit 201 include the entrance area, conference room, and half-bathroom located on the ground floor, and the stairways and elevator serving Building 200.

Unit 202. This is a Commercial Unit located on the fourth and fifth floors of Building 200, containing approximately 2,859 square feet of heated space with one half-bathroom on each floor. Limited Common Elements appurtenant to Unit 202 include the entrance area, conference room, and half-bathroom located on the ground floor, and the stairways and elevator serving Building 200.

Units 321 and 322. These Units are Commercial Units containing approximately 2,332 square feet of heated space and are located on the ground and second floors of Building 300, Unit 321 being on the northwest corner and Unit 322 being on the northeast corner facing Cool Blow Street. There is one half-bathroom on the second floor of these Units and a stairway connecting the two floors.

Units 323, 324, 327, 328, 333, 334, 337, 338, 343, 344, 347 and 348. These Units are Residential Units located in Building 300 and contain approximately 822 square feet of heated space with a living room/kitchen, one bedroom and one bathroom. Units 323 and 324 are located on the eastern side of the second floor. Units 327 and 328 are located on the western side of the second floor. Units 333 and 334 are located on the eastern side of the third floor. Units 337 and 338 are located on the western side of the third floor. Units 343 and 344 are located on the eastern side of the forth floor. Units 347 and 348 are located on the western side of the forth floor. Units 323, 324, 327 and 328 are designated as Cool Blow Workforce Housing Units, as defined in that certain Declaration of Covenants, Conditions and Restrictions dated September 12, 2008, and recorded in the Register of Mesne Conveyances Office for Charleston County, South Carolina on September 12, 2008, in Book 0009, Page 365.

Units 325, 326, 331, 332, 335, 336, 341, 342, 345 and 346. These Units are Residential Units located in Building 300 and contain approximately 1,214 square feet of heated space with a living room/kitchen, two bedrooms and two bathrooms. Unit 325 is located on the southeast corner of the second floor. Unit 326 is located on the southwest corner of the second floor. Unit 331 is located on the northwest corner of the third floor. Unit 332 is located on the northeast corner of the third floor. Unit 335 is located on the southeast corner of the third floor. Unit 336 is located on the southwest corner of the third floor. Unit 341 is located on the northwest corner of the forth floor. Unit 342 is located on the northeast corner of the forth floor. Unit 345 is located on the southeast corner of the forth floor. Unit 346 is located on the southwest corner of the forth floor.

Units 351, 352, 353 and 354. These Units are Residential Units located on the fifth floor of Building 300 and contain approximately 822 square feet of heated space with a living room/kitchen, one bedroom and one bathroom. Each of these Units also has a patio containing approximately 392 square feet as a Limited Common Element. Unit 351 is located on the northwest corner, Unit 352 is located on the northeast corner. Unit 353 is located on the southeast corner, and Unit 354 is located on the southwest corner.

The Owners Acknowledge that the general descriptions provided above, together with the descriptions depicted in Exhibit "C", are as designed by Declarant and do not reflect any modification made by any Owner of the Units.

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Filed By:

HAYNSWORTH SINKLER BOYD, P.A.

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CHARLESTON SC 29402

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Charlie Lybrand, Register
Charleston County, SC

MAKER:

ONE COOL BLOW HPR

RECIPIENT:

NA

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Original Page:

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State Fee \$ -

County Fee \$ -

Extra Pages \$ -

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RMC BK 0009 Pg 425 : pg 170 *



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STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF CHARLESTON)

**FIRST AMENDMENT
 TO MASTER DEED OF
 ONE COOL BLOW
 HORIZONTAL PROPERTY REGIME**

WHEREAS, pursuant to a Master Deed dated September 12, 2008, and recorded on September 12, 2008, in the Register of Mesne Conveyances Office for Charleston County, South Carolina, in Book 0009, at Page 425 ("Master Deed"), the Declarant established One Cool Blow Horizontal Property Regime ("Condominium") and submitted certain real property located in the City of Charleston, Charleston County, South Carolina, as more particularly described in Exhibit "A" of the Master Deed ("Property") to the Condominium; and

WHEREAS, the Schedule of Unit Values, Percentage Interests and Weighted Votes contained in Exhibit "D" of the Master Deed are incorrect; and

WHEREAS, pursuant to Section 22.3(a) of the Master Deed, the Declarant has the right to unilaterally amend the Master Deed at this time to replace Exhibit "D" of the Master Deed with a revised Exhibit "D"; and

WHEREAS, the Declarant now wishes to amend the Master Deed in order to accomplish the same;

NOW, THEREFORE, for and in consideration of Five and no/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant does hereby amend the Master Deed as follows:

1. The Declarant hereby amends the Master Deed by deleting the existing Exhibit "D" of the Master Deed in its entirety and replacing it with a new, revised Exhibit "D", a copy of which is attached hereto and incorporated herein by reference.

2. All capitalized terms used, but not defined, herein and defined in the Master Deed shall have the meanings set forth in the Master Deed.

3. Except as expressly modified herein, all other terms and conditions of the Master Deed shall remain in full force and effect.

*****Remainder of this page intentionally left blank*****

[Signatures on Following Page]

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Master Deed this 15th day of September, 2008.

ONE COOL BLOW, LLC,
a South Carolina limited liability company

By: WECCO of Charleston, L.L.C.,
a South Carolina limited liability company
Its: Managing Member

By: William S. Cogswell, Jr.
Its: Member

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Wt 3 Zj

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing Master Deed was acknowledged before me this 15th day of September, 2008, by One Cool Blow, LLC, a South Carolina limited liability company, by WECCO of Charleston, L.L.C., a South Carolina limited liability company, its Managing Member, by William S. Cogswell, Jr., its Member.

Christi Coffin
Notary Public for SC
My Commission Expires: 9/18/16

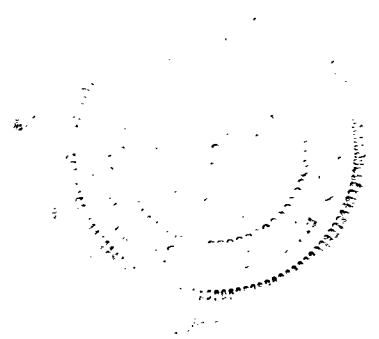


EXHIBIT "D"**Schedule of Unit Values, Percentage Interests and Weighted Votes**

Each Owner owns, in addition to his/her/its Unit, an interest in the Common Elements of the Condominium, 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 Condominium as a whole.

The percentage of the interest in the Common Elements of each Owner of a Unit is shown herein below in this Exhibit. The percentage of the undivided interest in the Common Elements appurtenant to each Unit is shown herein below in this Exhibit. Such percentage of the undivided interest in the Common Elements appurtenant to each Unit has been computed by taking as a basis the value of the individual Unit in relation to the value of the Condominium as a whole.

Unit	Assigned Value**	% Allocated Interest and Weighted Vote
121	\$359,000.00	3.59%
122	\$359,000.00	3.59%
123	\$119,000.00	1.19%
124	\$119,000.00	1.19%
125	\$179,000.00	1.79%
126	\$179,000.00	1.79%
127	\$119,000.00	1.19%
128	\$119,000.00	1.19%
131	\$179,000.00	1.79%
132	\$179,000.00	1.79%
133	\$119,000.00	1.19%
134	\$119,000.00	1.19%
135	\$179,000.00	1.79%
136	\$179,000.00	1.79%
137	\$119,000.00	1.19%
138	\$119,000.00	1.19%
141	\$179,000.00	1.79%
142	\$179,000.00	1.79%
143	\$119,000.00	1.19%
144	\$119,000.00	1.19%
145	\$179,000.00	1.79%
146	\$179,000.00	1.79%
147	\$119,000.00	1.19%
148	\$119,000.00	1.19%
151	\$119,000.00	1.19%
152	\$119,000.00	1.19%
153	\$119,000.00	1.19%
154	\$119,000.00	1.19%
201	\$588,000.00	5.88%
202	\$588,000.00	5.88%
321	\$359,000.00	3.59%
322	\$359,000.00	3.59%

323	\$119,000.00	1.19%
324	\$119,000.00	1.19%
325	\$179,000.00	1.79%
326	\$179,000.00	1.79%
327	\$119,000.00	1.19%
328	\$119,000.00	1.19%
331	\$179,000.00	1.79%
332	\$179,000.00	1.79%
333	\$119,000.00	1.19%
334	\$119,000.00	1.19%
335	\$179,000.00	1.79%
336	\$179,000.00	1.79%
337	\$119,000.00	1.19%
338	\$119,000.00	1.19%
341	\$179,000.00	1.79%
342	\$179,000.00	1.79%
343	\$119,000.00	1.19%
344	\$119,000.00	1.19%
345	\$179,000.00	1.79%
346	\$179,000.00	1.79%
347	\$119,000.00	1.19%
348	\$119,000.00	1.19%
351	\$119,000.00	1.19%
352	\$119,000.00	1.19%
353	\$119,000.00	1.19%
354	\$119,000.00	1.19%
TOTAL	\$10,000,000.00	100.00%

** The assigned values given to each of the Units in this Exhibit are for the sole purpose of calculating the Percentage Allocated Interest and Weighted Vote appurtenant to each Unit and are not intended to, and do not, correlate or in any way relate to the actual value of the Unit or the purchase price for the Unit. Declarant makes no representations herein or otherwise as to the actual value of any Unit.

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with the original document

**Filed By:**

HAYNSWORTH SINKLER BOYD, P.A.

P.O. BOX 340
CHARLESTON SC 29402

MAKER:

ONE COOL BLOW LLC

RECIPIENT:

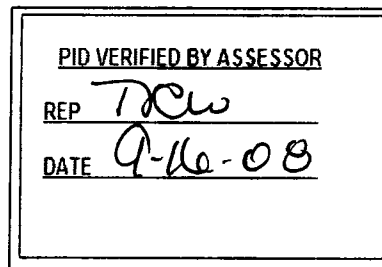
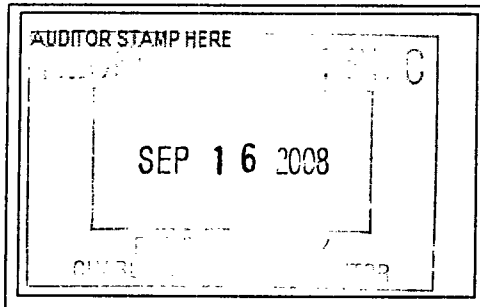
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Charlie Lybrand, Register
Charleston County, SC

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STATE OF SOUTH CAROLINA)
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 COUNTY OF CHARLESTON)

**SECOND AMENDMENT
 TO MASTER DEED OF
 ONE COOL BLOW
 HORIZONTAL PROPERTY REGIME**

WHEREAS, pursuant to a Master Deed dated September 12, 2008, and recorded in the Register of Mesne Conveyances Office for Charleston County, South Carolina, on September 12, 2008, in Book 0009, at Page 425 ("**Original Master Deed**"), the Declarant established One Cool Blow Horizontal Property Regime ("**Condominium**") and submitted certain real property located in the City of Charleston, Charleston County, South Carolina, as more particularly described in Exhibit "A" of the Master Deed ("**Property**") to the Condominium; and

WHEREAS, the Declarant amended the Original Master Deed pursuant to that certain First Amendment to Master Deed of One Cool Blow Horizontal Property Regime dated September 15, 2008, and recorded in the Register of Mesne Conveyances Office for Charleston County, South Carolina, on September 15, 2008, in Book 9, at Page 672 ("**First Amendment**"; together with the Original Master Deed, the "**Master Deed**"; and

WHEREAS, pursuant to Section 22.3(a) of the Master Deed, the Declarant has the right to unilaterally amend the Master Deed at this time to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the units within the Condominium; and

WHEREAS, the Declarant now wishes to amend the Master Deed in order to accomplish the same;

NOW, THEREFORE, for and in consideration of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant does hereby amend the Master Deed as follows:

1. Capitalized Terms. All capitalized terms used, but not defined, herein and defined in the Master Deed shall have the meanings set forth in the Master Deed.

2. Amendments to the Master Deed.

a. The Declarant hereby amends the Master Deed by deleting Section 10.1(f)(iii) of the Master Deed in its entirety and replacing it with the following:

"(iii) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount which in the best business judgment of the Board of Directors reflects the estimated maximum amount of funds, including reserve funds, in the custody of the Association at any time during the term of the bond, but not less than three (3) months aggregate assessments plus reserves on hand as of the beginning of the fiscal year, and shall contain waivers of any defense based upon the exclusion of persons

serving without compensation; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (1) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which the funds are deposited sends copies of the bank statements directly to the Association; (2) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (3) two (2) members of the Board of Directors must sign any check written on the reserve account;"

b. The Declarant hereby amends the Master Deed by deleting Section 19.2 of the Master Deed in its entirety and replacing it with the following:

"19.2 Amendments to Documents. In addition to all other requirements specified in this Master Deed for the amendment of any of the Condominium Instruments, the consent of at least fifty-one percent (51%) of the Eligible Mortgagees, and the Declarant, during the Development Period, shall be required to materially amend any provisions of this Master Deed, the By-Laws, or Articles of Incorporation, or to add any material provisions thereto 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) responsibility for maintenance and repair of the Condominium;
- (e) reallocation of interests in Common Elements or rights to use of the Common Elements;
- (f) redefining boundaries of any Unit or convertibility of Units into Common Elements or of Common Elements into Units;
- (g) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium in a manner other than as provided herein;
- (h) hazard or fidelity insurance requirements;
- (i) leasing of Units;

- (j) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his/her/its Unit;
- (k) establishment of self-management by the Association where professional management has been required by an Eligible Mortgagee;
- (l) repair or restoration of the Condominium (after damage or partial condemnation) in a manner other than as provided herein; or
- (m) any provisions included in the Master Deed, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Unit Owners where a larger percentage vote is otherwise required by the Act or the Condominium Instruments for any of the actions contained in this Section. Notwithstanding the foregoing, however, if an Eligible Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, delivered by certified or registered mail with a return receipt requested, the consent and approval of such Eligible Mortgagee shall be implied.”

c. The Declarant hereby amends the Master Deed by deleting Section 19.5 of the Master Deed in its entirety and replacing it with the following:

“19.5 Mortgagee Notice. Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgagee or guarantor of a first Mortgage will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgagee;
- (b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgagee which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Unit Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;
- (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of a specified percentage of Eligible Mortgagees, as specified herein;

(e) any proposed amendment of the Condominium Instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted; or

(f) any proposed termination of the Condominium.”

d. The Declarant hereby amends the Master Deed by deleting Section 19.6 of the Master Deed in its entirety and replacing it with the following:

“19.6 Financial Statements. Any holder of a first Mortgage shall be entitled, upon written request, to receive, within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting. The Association shall prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding year upon written request of any holder of a first Mortgage.”

e. The Declarant hereby amends the Master Deed by deleting Section 20.1(a) of the Master Deed in its entirety and replacing it with the following:

“(a) one hundred twenty (120) days after seventy-five percent (75%) of the Units in the Condominium have been transferred by the Declarant to Unit Owners other than a Person or Persons constituting the Declarant;”

f. The Declarant hereby amends the Master Deed by deleting Section 20.4 of the Master Deed in its entirety and replacing it with the following:

“20.4 Intentionally Deleted.”

3. Full Force and Effect. Except as expressly modified herein, all other terms and conditions of the Master Deed shall remain in full force and effect.

4. Amendment Controls. In the case of any conflict between the Master Deed and this Second Amendment to Master Deed, the terms and provisions of this Second Amendment to Master Deed shall control.

*****Remainder of this page intentionally left blank*****

[Signatures on Following Page]

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment to Master Deed of One Cool Blow Horizontal Property Regime this 14 day of July, 2009.

ONE COOL BLOW, LLC,
a South Carolina limited liability company

By: WECCO of Charleston, L.L.C.,
a South Carolina limited liability company
Its: Managing Member, 

By: William S. Cogswell Jr.
William S. Cogswell Jr.
Its: Member

Lucile L. Cogswell
7/14/09

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

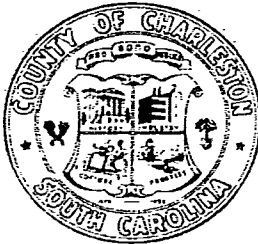
The foregoing Second Amendment to Master Deed of One Cool Blow Horizontal Property Regime was acknowledged before me this 14th day of July, 2009, by One Cool Blow, LLC, a South Carolina limited liability company, by WECCO of Charleston, L.L.C., a South Carolina limited liability company, its Managing Member, by William S. Cogswell, Jr., its Member.

Notary Public for SC
My Commission Expires: 9/18/16



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HAYNSWORTH SINKLER BOYD, P.A.

P.O. BOX 340
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ONE COOL BLOW LLC

RECIPIENT:

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AMENDMENT NUMBER 3
TO THE MASTER DEED,
ARTICLES OF INCORPORATION, AND
BY-LAWS OF THE ONE COOL BLOW
HORIZONTAL PROPERTY REGIME
AND ONE COOL BLOW CONDOMINIUM
ASSOCIATION, INC.

THIS AMENDMENT NUMBER 3 to the Master Deed, Articles of Incorporation, and By-Laws of the One Cool Blow Horizontal Property Regime and One Cool Blow Condominium Association, Inc. is made effective as of this 1st day of January, 2019 and is entered into by One Cool Blow Condominium Association, Inc, a South Carolina Non-Profit Corporation (hereinafter referred to as the “One Cool Blow Association” or the “Association”).

WHEREAS, pursuant to a Master Deed dated September 12, 2008, and recorded in the Register of Mesne Conveyances Office for Charleston County, South Carolina, on September 12, 2008, in Book 0009, at Page 425 (“Original Master Deed”), the Declarant established One Cool Blow Horizontal Property Regime (“Condominium”) and submitted certain real property located in the City of Charleston, Charleston County, South Carolina, as more particularly described in Exhibit “A” of the Master Deed (“Property”) to the Condominium; and

WHEREAS, the Declarant amended the Original Master Deed pursuant to that certain First Amendment to Master Deed of One Cool Blow Horizontal Property Regime dated September 15, 2008, and recorded in the Register of Mesne Conveyance Office for Charleston County, South Carolina, on September 15, 2008, in Book 0009, at Page 672 (“First Amendment”); together with the Original Master Deed, the (“Master Deed”); and

WHEREAS, the Declarant amended the Original Master Deed pursuant to that certain Second Amendment to Master Deed of One Cool Blow Horizontal Property Regime dated July 23, 2009, and recorded in the Register of Mesne Conveyance Office for Charleston County, South Carolina, on July 23, 2009, in Book 0069, at Page 950 (“Second Amendment”); together with the Original Master Deed and the First Amendment, (collectively referred to as the “Master Deed”); and

WHEREAS, pursuant to Section 22.3(b) of the Master Deed, the Members have the right to amend the Master Deed at this time subject to the terms and conditions therein, and the Members now wish to amend the Master Deed in order to modify the terms of the Master Deed in the terms set forth herein below:

WHEREAS, the undersigned hereby certifies that he is the President of the One Cool Blow Association, and further certifies that he has been authorized and directed by the requisite majority of Members of the One Cool Blow Association to effectuate this Amendment Number 3 to the Master Deed pursuant to the applicable requirements and conditions of the Master Deed and By-Laws, including the written consent of a total of at least 67% of the Units in the One Cool Blow Association; and

NOW, THEREFORE, this Amendment Number 3 is supported by consideration of the sum of Ten and 00/100 Dollars (\$10.00) paid by and on behalf of the One Cool Blow Association to the members thereof, by depositing the same in the operating bank account for the Association and using that sum for maintenance of the common elements to reduce the collective obligation of members for the next periodic payment of regime fees. By their proxy and consent to the recording of this Amendment Number 3, the members of the Association hereby acknowledge the receipt and sufficiency of said consideration along with the consideration of the exchange of covenants and promises set forth herein and other good and valuable consideration. Accordingly, it is

UNDERSTOOD AND AGREED that the Master Deed, Articles of Incorporation, and By-Laws of the One Cool Blow Condominium Association, Inc. shall be, and they are hereby, amended as follows:

1. Delete the entirety of Master Deed Article 5.3.
2. In the first paragraph of Master Deed Article 8.3, delete the semicolon in the third line following "Elements" and replace it with a period, and delete the remaining portion of that sentence.
3. In Master Deed Article 8.5, delete the semicolon in the third line following "Deed" and replace it with a period, and delete the remaining portion of that sentence.
4. In the last full paragraph of Master Deed Article 14, delete the words "or Declarant".
5. Delete the last full paragraph of Master Deed Article 16.6.
6. In the first full paragraph of Master Deed Article 19.3, delete the phrase "and the Declarant, during the Declarant Control Period".
7. Delete Master Deed Article 20.4 (including all sub-parts) in its entirety.
8. Delete Master Deed Article 20.7 in its entirety.
9. In the last full paragraph of Master Deed Article 22.1, delete the first sentence in its entirety and replace with "The Association shall not in any way be considered an insurer or guarantor of security within the Condominium, nor shall the Association be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken."
10. Delete the entirety of Master Deed Article 22.3(a).
11. Delete the last sentence of Master Deed Article 22.3(b), which reads as follows: "Notwithstanding anything contained herein to the contrary, no provision of this Master Deed granting, reserving, establishing or conferring any right or easement in favor or Declarant may be amended without the written consent of Declarant, and no amendment

to this Master Deed purporting to impose any obligation of Declarant or to clarify, expand, alter or modify any existing obligation of Declarant, shall be effective without the written consent of Declarant.”

12. Delete the entirety of Master Deed Article 22.10 and replace with the following:

22.10 Indemnification.

A. Indemnified Parties. To the fullest extent allowed by the South Carolina Nonprofit Corporation Act and applicable law, and in accordance therewith, the Association shall indemnify all board members, officers, directors and committee members of the One Cool Blow Horizontal Property Regime or One Cool Blow Condominium Association, Inc.

This indemnification shall apply to any and all expenses, including, but not limited to, attorney’s fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member.

The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers’ and directors’ liability insurance to fund this obligation, if such coverage is reasonably available in the opinion of the Board.

B. Non-Indemnified Parties. The Association shall not, and is under no obligation legal or other to do so, defend, indemnify, or hold harmless, the Declarant or Declarants’ employees, officers, associated entities, successors, heirs, assigns, agents, appointees, designees, or any other individual or entity controlled by or otherwise associated with Declarant relating in any way to the One Cool Blow Horizontal Property Regime or One Cool Blow Condominium Association, Inc. (hereinafter collectively referred to as “non-indemnified parties”).

It is the intent of this amendment to this article that the Association has the full discretion and authority to assert any claims, causes of action, or any other demands of any kind or nature and at such time deemed appropriate by the Association, against any non-indemnified parties or, without limitation, any development, construction, design, or other

entity associated with the planning, development, establishment, construction, property management, maintenance, turnover to owners by Declarant, or any other act or omission in connection with or occurring during any Declarant Control Period of the One Cool Blow Horizontal Property Regime or One Cool Blow Condominium Association, Inc.

It is the further intent of this amendment to this article that the Association shall no longer be bound by any restriction or prohibition of any nature or type, whether set forth in the original Master Deed or any previous Amendment thereto, or otherwise provided in law or other authority, which would have prevented or restricted the Association in any way from making or causing to be made any other claim, cause of action, or demand which may be available to be asserted by the Association, and that the Association, or requiring the Association to indemnify or otherwise hold any non-indemnified party harmless as set forth herein. To the extent that this amendment to this article is in conflict with any other provision of the Original Master Deed, By-Laws, or any amendment thereto, or any other conflict with the governing documents or authority of the Association, this amendment to this article shall control and be of full force and effect.

13. Delete the entirety of Master Deed Article 22.11.
14. In Master Deed Article 22.12, delete any reference to “Declarant” and “Declarant-related entity”.
15. Delete the entirety of Master Deed Article 22.13.
16. Delete the entirety of Master Deed Article 22.15.
17. Delete the entirety of Master Deed Article 22.16.
18. Delete the entirety of Master Deed Article 22.17.
19. Delete the entirety of Master Deed Article 22.18.
20. In the Master Deed, delete any references to One Cool Blow, LLC; Wecco of Charleston, LLC; William S. Cogswell, Jr.; and each of their respective owners; managers; members; employees; officers; directors; affiliated entities; heirs; successors; assigns; purchasers; designees; agents; and any independent or other contractors associated with any of those individuals or entities as having any power or authority as Declarant or in any other capacity relating to the One Cool Blow Condominium Association.
21. In the Master Deed, delete any reference to a “Declarant Control Period” or “Development Period” as being in effect as of the date of recording of this Amendment Number 3.
22. In the Master Deed, delete any reference to any procedures for dispute resolution for disputes which the One Cool Blow Association or its members may have against the Declarant or other “Non-Indemnified Parties” referenced in paragraph 12 of this Amendment Number 3 above, and instead any method for dispute resolution shall be at the sole discretion of the Association

and/or its members.

23. In the Articles of Incorporation of the One Cool Blow Condominium Association, Inc., which is incorporated in and included as Exhibit "E" to the Master Deed of the One Cool Blow Association, Inc., delete all provisions set forth below the end of paragraph 7 including, but not limited to, paragraph 8 and each of its sub-parts as well as any and all items listed under "Additional Provisions of Articles of Incorporation of One Cool Blow Condominium Association, Inc.", all of which are to be deleted in their entirety. Any applicable filing with the South Carolina Secretary of State or other authority shall be executed and filed as required by the Association's Board President in order to ensure that the deletions and modifications to these Articles of Incorporation are fully executed and enforceable pursuant to applicable statutes, laws, and/or other authority.

24. At the end of Article 5 of the By-Laws of the One Cool Blow Condominium Association, Inc., add the sentence: "The Association has no obligation to indemnify the Declarant or any director or officer appointed by or on behalf of the Declarant. The Association is only obligated to indemnify any director or officer elected by the membership after the expiration of the Declarant Control Period."

25. Delete the entirety of Article 7.9(a) of the By-Laws of the One Cool Blow Condominium Association, Inc.

26. In the By-Laws of the One Cool Blow Condominium Association, Inc., delete any references to One Cool Blow, LLC; Wecco of Charleston, LLC; William S. Cogswell, Jr.; and each of their respective owners; managers; members; employees; officers; directors; affiliated entities; heirs; successors; assigns; purchasers; designees; agents; and any independent or other contractors associated with any of those individuals or entities as having any power or authority as Declarant or in any other capacity relating to the One Cool Blow Condominium Association.

27. In the By-Laws of the One Cool Blow Condominium Association, Inc., delete any reference to a "Declarant Control Period" or "Development Period" as being in effect as of the date of recording of this Amendment Number 3.

28. In the By-Laws of the One Cool Blow Condominium Association, Inc., delete any reference to any procedures for dispute resolution for disputes which the One Cool Blow Association or its members may have against the Declarant or other "Non-Indemnified Parties" referenced in paragraph 12 of this Amendment Number 3 above, and instead any method for dispute resolution shall be at the sole discretion of the Association and/or its members.

IT IS FURTHER UNDERSTOOD AND AGREED that any of the above-listed amendments to the Master Deed, Articles of Incorporation, or By-Laws shall apply to consistently to the Master Deed, Articles of Incorporation, and By-Laws to the extent required to ensure consistency and to give full force and effect to the amendments provided herein.

IT IS FURTHER UNDERSTOOD AND AGREED that any of the above-listed amendments to the Master Deed, Articles of Incorporation, or By-Laws shall be deemed invalid for any reason,

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CHARLESTON SC 29403

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Charleston County, SC

MAKER:

ONE COOL BLOW ETC

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Charleston County Auditor

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