

**MASTER DEED**

**FOR**

**BIRCH-N-COPPICE**

**HORIZONTAL PROPERTY REGIME**

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**MASTER DEED**

**for**

**BIRCH-N-COPPICE**

**Horizontal Property Regime**

**Horry County, South Carolina**

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Birch-N-Coppice Development, LLC, a South Carolina limited liability company, hereinafter referred to as the DECLARANT, is the sole owner in fee simple of the land and improvements hereinafter described, and does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the lands and buildings hereinbelow described, together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to a Horizontal Property Regime (sometimes termed "condominium" ownership) to be known as BIRCH-N-COPPICE Horizontal Property Regime, in the manner provided for by Sections 27-31-10 through 27-31-300 (both inclusive) of Chapter 31 entitled "Horizontal Property Act" of the 1976 Code of Laws of South Carolina, as amended (the "Act"). In conformity with said Act, the DECLARANT sets forth the following particulars:

I.

**PROPERTY**

The lands which are hereby submitted to Birch-N-Coppice Horizontal Property Regime are described as follows:

FOR PROPERTY DESCRIPTION SEE ATTACHED EXHIBIT "A", WHICH IS INCORPORATED HEREIN AND MADE A PART AND PARCEL HEREOF.

**ADDITIONAL PHASES**

Declarant reserves the unilateral right, but not the obligation, to acquire and/or submit additional land and improvements (new or existing) and to submit the same to the regime as additional phases of the regime as contemplated by S.C. Code Ann. §27-31-100 (g), as the code section or as the act may be amended from time to time, not to exceed a total of eight buildings with twelve units in each phase in the entire regime. Declarant retains the right, through and including December 31, 2026 to unilaterally add the additional

phases of development by amendment to this Master Deed.

In the event Declarant exercises its right and option to add additional Phases, the property of said phase then submitted will become an integral part of Birch-N-Coppice Horizontal Property Regime once the appropriate amendment to this Master Deed has been filed as hereinafter provided.

Declarant hereby reserves unto itself, its successors or assigns, the right and option, to be exercised at its sole discretion, to submit the Phases to the provisions of this Master Deed, thereby causing such Phase(s), to become and be a part of Birch-N-Coppice Horizontal Property Regime. Declarant may elect to exercise this right or option no later than December 31, 2026.

Each additional phase shall be added only upon execution by Declarant, its successor or assigns, within the time specified herein, of an amendment or amendments to this Master Deed which shall be filed of record in the Office of the Register of Deeds for Horry County, South Carolina. Any such amendment shall expressly submit such phase to all of the provisions of this Master Deed and the By-Laws of Birch-N-Coppice Homeowners Association, Inc. and be made a part hereof, as either or both may be amended. Upon the exercise, if any, of this right or option, the provisions of this Master Deed and all exhibits hereto shall then be construed and understood as embracing Phase 8 (the basic "property" herein defined") and any future Phase(s) so submitted, as appropriate, together with all improvements then or thereafter constructed. Should Declarant fail to exercise its right or option within the time specified herein, then in that event, said option shall expire and be of no further force or effect.

Further, there is reserved by Declarant, for itself, its successors or assigns, in, over, across, under and upon the properties shown as Phase 8 (and each additional phase(s) which is submitted to the terms and provisions of this Master Deed) all easements and rights of ingress and egress necessary and convenient for the construction, operation, development and sale of said Phase(s), which such easements shall remain in full force and effect for such time as Declarant, its successors and/or assigns, retains the option of submitting the said Phase(s) to the Regime. The easements reserved by Declarant shall include, but not be limited to, the easements expressly reserved by Declarant pursuant to the terms of this Master Deed and the Exhibits and Amendments hereto, as well as non-exclusive easements over, under and across the roads, driveways, and parking areas for ingress and egress including vehicular ingress and egress and for the installment and maintenance of utilities. Such easements may be assigned, mortgaged

or otherwise conveyed by Declarant, including a partial or non-exclusive assignment, mortgage or conveyance of such rights held by Declarant.

The right to submit the additional Phases to the Horizontal Property Regime is assignable by Declarant. If Declarant elects to assign such right, the assignee shall be solely responsible for all obligations, liabilities, and agreements of Declarant as they relate to the rights assigned, including, but not limited to, the quality of construction and compliance with this Master Deed.

Declarant shall be under no obligation to construct or submit Phase 7 or any subsequent phase (s) or to submit any phases in any particular order. Should Phase 7 or any subsequent phase be constructed and submitted, Declarant shall be under no obligation to submit any future Phase(s). The construction and submission of each phase shall be at the sole option of Declarant. Further, Declarant may submit any phase(s) to the provisions of this Master Deed in any order notwithstanding the numerical sequence thereof.

Each phase shall be depicted on a map or plat showing the boundaries of the Phase and the location thereon of all improvements, amenities, etc. Phase 7 and each additional Phase, as constructed and submitted, shall constitute the entirety of the Regime, and the Regime Association (as hereinafter defined) and the Owners of the Units shall not acquire any rights as to any properties not depicted thereon and specifically submitted to the provisions of this Master Deed. The "site plan", "floor plans", and other Exhibits attached hereto, incorporated herein and/or associated herewith which depict or refer to any phase which has not been specifically made a part hereof by amendment as herein provided shall be of no force or effect as to such additional phase(s) until such phase has been incorporated herein by amendment. No such "site plan", etc. shall constitute a warranty or representation that any additional phase will be constructed or submitted or that any amenity is or will be constructed or submitted until such time, if at all, as an additional Phase is submitted to the terms of this Master Deed by amendment as herein required, all real estate, upon which additional Phases may be added may be used for any lawful purpose by the Owner thereof.

For convenience, the first phase of development referred to in this Section is sometimes referred to as Phase 8, the second phase of development is referred to as Phase 7 and the third phase of development is referred to as Phase 6 and so forth through Phase 1. The Declarant reserves the right to add Phase 7 through Phase 1 to the Horizontal Property Regime, but does not have to add Phase 7 in order to be able to add Phase 6 to the Horizontal Property Regime

and likewise for subsequent Phases. The Declarant may add one or more Phases in any order but is not obligated to add any additional phases.

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof, as Exhibit "E" and "F", are a plot plan (As-Built Survey) showing the location of the Building and other improvements and a set of Floor Plans of the Building which show graphically the dimensions, area and location of each DWELLING therein, and the dimensions, area, and location of the COMMON ELEMENTS affording access to each DWELLING. Each DWELLING is identified by specific number on the Floor Plans which are incorporated into Exhibit "F", and no DWELLING bears the same designation as any other DWELLING. The As-Built survey and Floor Plans, which are referenced in Exhibit "E" and "F", are also recorded as a separate condominium plat in the public records of Horry County, maintained by the Register of Deeds.

III.

DWELLINGS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The CONDOMINIUM consists of DWELLINGS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, as said terms are hereinafter defined.

- A. **DWELLINGS:** The term is used herein, shall mean and comprise the twelve (12) separate and numbered DWELLING Units, in each building, which are described in Exhibit "F" to this Master Deed, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each DWELLING Unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished bearing partitions, and still further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to DWELLINGS and COMMON ELEMENTS.

Further, each Dwelling is composed of the interior cubic space, fixtures, appliances, furnishings, walls, floors, ceilings, and building material enclosed within the following boundaries:



- a. The upper boundaries of the Dwelling shall extend to the unfinished interior surfaces of the unfinished sheet rock or other ceiling. The lower boundary of the Dwelling shall extend to the unfinished surface of the structural slab constituting the floor.
- b. The parametrical boundaries of the Dwelling shall extend to the unfinished interior surfaces of the perimeter walls of the Dwelling excluding load bearing structural interior walls or components.
- c. Each Dwelling shall also encompass and include, and each Co-owner shall be responsible for maintenance and repair of the following; (i) the doorways, windows, vents, and other non-structural elements in the walls, floor, and ceilings of the Dwelling which are regarded as enclosures of space; (ii) the doors (including any screen doors) opening into the Dwelling and into any storage area integral to the Dwelling, including the frames, casings, hinges, handles, and other fixtures which are part of the doors; (iii) the window glasses, screens, frames, and casings which are part of the window openings of the Dwelling; (iv) the plumbing, wiring, and mechanical vents that exclusively serve the Dwelling; (v) the appliances, air conditioning, and heating units, (including the condenser and all piping, wiring and attachments), hot water heaters, lavatories, bathtubs, toilets, carpeting, floor covering, trim finished surface of ceilings and walls, wiring, insulation, and other fixtures, furnishings, and building materials which are part of the Dwelling when delivered to the initial Co-owner; and (vi) all appurtenances which are integral and exclusive to the Dwelling, including, but not limited to, lamps attached to the exterior of the Dwelling and water and sewer pipes within the Dwelling and exclusively serving the Dwelling.

B. **COMMON ELEMENTS:** The term is used herein, shall mean all the Regime property after excluding the Dwelling and Limited Common Elements, including but not limited to, private roads, parking, stairways, elevators, hallways, amenities, pool, pool deck, pool equipment, pool house, kiosk, ponds, open areas, telephone lines, data lines or cables, television cables, and utilities, other than the DWELLINGS, as same are hereinabove

defined, and shall include but not be limited to the roof area, all foundation areas and easements through DWELLINGS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to DWELLINGS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS and easements of support in every portion of a DWELLING which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the Owners of all such DWELLINGS.

- C. **LIMITED COMMON ELEMENTS:** The term is used herein shall mean and comprise the following: (A) All porches accessible by normal means from the DWELLING, immediately adjacent to the DWELLING, which are designed for the exclusive use and benefit of a single DWELLING; (B) All water, power, electricity, plumbing, gas and sewage lines located in the DWELLING; provided, however, that the portion of said lines located in a common compartment for, or installation of, such lines shall be COMMON ELEMENTS as described above; (c) mechanical areas; (D) all areas shown on the Plans as LIMITED COMMON AREAS appurtenant to a particular DWELLING including but not limited to the storage room associated with each dwelling, if any; and (E) Any other property or item described as a LIMITED COMMON ELEMENT in Exhibit "F" to this Master Deed. LIMITED COMMON ELEMENTS are intended for the exclusive use and benefit of the DWELLING with which they are associated. In all other respects, and except as specifically provided in this Master Deed, LIMITED COMMON ELEMENTS shall be treated as, and included within the definition of the term "COMMON ELEMENTS".

#### IV.

#### OWNERSHIP OF DWELLINGS AND APPURTENANT INTEREST IN COMMON ELEMENTS

Each DWELLING shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the Owner or Owners of each DWELLING shall own, as an appurtenance to the ownership of each said DWELLING, an undivided interest in the COMMON ELEMENTS; the undivided interest appurtenant to each DWELLING being that which is hereinafter specifically assigned in that certain schedule which is annexed hereto and expressly made a part hereof as Exhibit "B". The percentage of undivided interest in the COMMON ELEMENTS assigned to each DWELLING shall not be changed except with the unanimous consent of all of the Owners of all the DWELLINGS.

V.

RESTRICTION AGAINST FURTHER SUBDIVIDING  
OF DWELLINGS AND SEPARATE CONVEYANCE  
OF APPURTENANT COMMON ELEMENTS, ETC.

No DWELLING may be divided or subdivided into a smaller DWELLING Unit or smaller DWELLING Units than as shown on Exhibit "F" attached hereto, nor shall any DWELLINGS, or portion thereof, be added to or incorporated into any other DWELLING or DWELLINGS. The undivided interest in the COMMON ELEMENTS declared to be an appurtenance to each DWELLING shall not be conveyed, devised, encumbered or otherwise dealt with separately from said DWELLING, and the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING shall be deemed conveyed, devised, encumbered, or otherwise included with the DWELLING even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such DWELLING. Any conveyance, mortgage, or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to, or upon, a DWELLING, shall be null, void and of no effect insofar as the same purports to affect any interest in a DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire DWELLING. Any instrument conveying, devising, encumbering or otherwise dealing with any DWELLING which describes said DWELLING by the DWELLING Unit Number assigned thereto in Exhibit "F" without limitation or exception shall be deemed and construed to affect the entire DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS. Nothing herein contained shall be construed as limiting or preventing ownership of any DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS by more than one person or entity as tenants in common, or as joint tenants.

VI.

CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The DWELLINGS and COMMON ELEMENTS shall be, and the same are hereby declared to be, subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said DWELLINGS and COMMON ELEMENTS, and setting forth the obligations and responsibilities incident to ownership of each DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS, and said DWELLINGS and COMMON ELEMENTS are further

declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the CONDOMINIUM.

VII.

PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS

Except as may be specifically set forth with regard to LIMITED COMMON ELEMENTS, the COMMON ELEMENTS shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of DWELLINGS in the CONDOMINIUMS for their use and the use of their immediate families, guests and invitees, for all proper and normal non-commercial purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners of DWELLINGS. Provided, however, the LIMITED COMMON ELEMENTS are intended for the exclusive use and benefit of the DWELLING with which they are associates. Notwithstanding anything above provided in this Article, Birch-N-Coppice Homeowners' Association, Inc., hereinafter identified, shall have the right to establish the rules and regulations pursuant to which the Owner or Owners of any DWELLING may be entitled to the exclusive use of any parking space or spaces. DECLARANT, retains unto itself, it's successors and assigns: (i) all rights for use of the name "Birch-N-Coppice", except that each owner of a DWELLING is entitled to use the name "Birch-N-Coppice" when referring to the DWELLING under the circumstances provided in §27-31-120 of the South Carolina code Annotated (Revised 1991), and except that DWELLING owners and others shall have the right to use the name "Birch-N-Coppice" in the name of the ASSOCIATION; (ii) the exclusive right and easement to affix and maintain signs on the Property identifying and/or advertising the name of the Property; and (iii) in the case of owners that desire to rent DWELLINGS they own, to impose reasonable rules and regulations concerning the advertisement of DWELLINGS for rent by owners and rental managers to prevent use of the name and photographic images of Birch-N-Coppice in a manner that is misleading to the general public as to the size of inventory of the DWELLING that is being offered or as to the types of guest services that are available in connection with the rental.

VIII.

EASEMENTS FOR UTILITIES

DECLARANT hereby reserves, for the benefit of itself, its successors and assigns, the alienable, transferable and perpetual right and easement, as well as the power and authority to grant and

accept easements to and from any private or public authority, agency, public service district, public or private utility or other person or company upon, over, under and across all or any portion of the COMMON ELEMENTS for constructing, installing, replacing, repairing, operating, maintaining and using all necessary or convenient utilities including but not limited to easements for master television antenna, television cable systems, data lines or cables, wireless data transmission and/or any other communication systems, electricity, water, sewer and/or telephone systems. Such easements may be granted or accepted by DECLARANT with respect to the COMMON ELEMENTS without notice to or consent by the ASSOCIATION or DWELLING OWNERS. Telephone, internet access, master television antennas, communication systems, data transmission systems and/or cable system services may be provided to the project pursuant to the terms of agreements either between the ASSOCIATION and third parties providing such services or between DECLARANT, its affiliates, its successors and assigns, and third parties providing such services; however, nothing herein shall be construed to create an obligation on the part of the DECLARANT or ASSOCIATION to provide such services.

IX.

**EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS**

If any portion of the COMMON ELEMENTS now encroaches upon any DWELLING or if any DWELLING now encroaches upon any other DWELLING or upon any portion of the COMMON ELEMENTS as a result of the construction or repair of any building or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building or otherwise, a valid easement shall be deemed to exist for the encroachment and for the maintenance of the same, so long as the building shall exist. In the event any building, any DWELLING, any adjoining DWELLING, or any adjoining COMMON ELEMENT shall be partially or totally destroyed as the result of fire or other casualty or as the result of condemnation or eminent domain proceedings and the reconstructed building, DWELLING or part of the COMMON ELEMENTS encroaches upon any DWELLING or over any DWELLING, or upon any portion of the COMMON ELEMENTS due to such reconstruction, the reconstruction shall be permitted and valid easements for such encroachments and maintenance thereof shall exist so long as the building shall stand.

X.

RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

Recognizing that the proper use of a DWELLING by any Owner or Owners is dependent upon the use and enjoyment of the COMMON ELEMENTS in common with the Owners of all other DWELLINGS, and that it is in the interest of all owners of DWELLINGS that the ownership of the COMMON ELEMENTS be retained in common by the Owners of DWELLINGS in the Condominium, it is declared that the percentage of the undivided interest in the COMMON ELEMENTS appurtenant to each DWELLING shall remain undivided and no Owner of any DWELLING shall bring or have any right to bring any action for partition or division.

XI.

PERCENTAGE OF UNDIVIDED INTEREST IN  
COMMON ELEMENTS APPURTENANT TO EACH DWELLING

- A. The undivided interest in the COMMON ELEMENTS appurtenant to each DWELLING is that percentage of undivided interest which is set forth and assigned to each DWELLING in that certain Schedule which is annexed hereto and expressly made a part hereof as Exhibit "B".
- B. On all matters relating to the Regime upon which a vote of the owners is required, each Co-owner shall be entitled to cast the number of votes equal to his or her Percentage Interest in the Common Elements; provided, however, the election of the Board is subject to the provisions contained in Section V of the Bylaws. When any DWELLING is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants; tenants in common, tenants in partnership, or in any other manner of joint or common Co-ownership, only one person or entity shall exercise the right to vote on behalf of the owner to bind all the others. The Percentage of Ownership Interest for each DWELLING is set out in Exhibit "B". At any meeting at which a quorum (51% of Percentage Interest) is present, the affirmative vote of the majority of votes of the Owners present at the meeting shall be required to adopt decisions submitted to the Owners for a vote pursuant to this Master Deed or pursuant to the Bylaws, unless, however, the Master Deed or Bylaws require a greater percentage for a particular act or decision.

XII.

EASEMENT FOR AIR SPACE

The Owner of each DWELLING shall have an exclusive easement for the use of the air space occupied by said DWELLING as it exists at any particular time and as said DWELLING may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

XIII.

ADMINISTRATION OF BIRCH-N-COPPICE  
BY BIRCH-N-COPPICE  
HOMEOWNERS' ASSOCIATION, INC.

To efficiently and effectively provide for the administration of the CONDOMINIUM by the Owners of DWELLINGS, a non-profit South Carolina corporation known and designated as Birch-N-Coppice Homeowners' Association, Inc. has been organized, hereinafter the "Association", which shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Master Deed, the Articles of Incorporation and By-Laws of the Association. A true copy of the Articles of Incorporation and By-Laws of the ASSOCIATION are annexed hereto and expressly made a part hereof as Exhibits "C" and "D", respectively. The Owner or Owners of each DWELLING shall automatically become members of the ASSOCIATION upon his, her, their or its acquisition of an ownership interest in any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, and the membership of such Owner or Owners shall terminate automatically upon each Owner or Owners being divested of such ownership interest in such DWELLING, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any DWELLING shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the ASSOCIATION, or to any of the rights or privileges of such membership. In the administration of the operation and management of the CONDOMINIUM, the ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this Master Deed, to levy and collect assessments (including late fees and attorney fees) in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the DWELLINGS and COMMON ELEMENTS, as the Board of Directors of the ASSOCIATION may deem to be in the best interest of the CONDOMINIUM.

XIV.

RESIDENTIAL USE RESTRICTION APPLICABLE TO DWELLINGS  
AND COMMON ELEMENTS

Each DWELLING is hereby restricted to residential use by the Owner or Owners thereof, their immediate families, guests, and invitees.

Provided, however, that so long as DECLARANT shall retain any interest in any DWELLING it may utilize that DWELLING OR DWELLINGS of its choice, from time to time, for sales offices, models, reception rooms, hospitality rooms and/or other usages for the purpose of selling and marketing DWELLINGS in the Condominium. Further still, DECLARANT may assign this commercial usage right to such other persons or entities as it may chose; provided, however, that when all DWELLINGS have been conveyed, this right of commercial usage shall immediately cease. Further, the DECLARANT reserves unto itself, its successors and assigns, the exclusive right and easement to install and maintain signage on portions of the COMMON ELEMENTS to be used relative to DECLARANT'S marketing of DWELLINGS within the Condominium, as long as DECLARANT owns a DWELLING within the Condominium.

No DWELLING or any portion hereof may be submitted to a plan of interval ownership or any form of timesharing. Provided, however, nothing herein shall be construed as limiting the right of any Owner of any DWELLING from renting or leasing his or its DWELLING except that a DWELLING Owner may not rent or lease his DWELLING for less than a period of three consecutive months without written authorization from the Board of Directors but never for a period of less than seven days.

The ASSOCIATION and each DWELLING OWNER is specifically restricted against conducting any commercial activity on any of the COMMON ELEMENTS. DWELLING OWNERS may rent their DWELLING but are restricted against using any part of the COMMON ELEMENTS to engage in the business of renting. Weekly maid service is permitted by independent contractors acting for one or more DWELLING OWNERS. As used herein, commercial activity does not include the use of COMMON ELEMENTS for family or private gatherings, cookouts, picnics, or parties subject to specific rules and regulations as may be, from time to time, adopted by the Association. The foregoing restriction on commercial activities may not be amended without the unanimous vote of all DWELLING OWNERS.



XV.

USE OF COMMON ELEMENTS SUBJECT TO  
RULES OF ASSOCIATION

The use of COMMON ELEMENTS by the Owner or Owners of all DWELLINGS, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use or which may hereafter be prescribed and established by the ASSOCIATION.

In addition to the rules and regulation promulgated by the ASSOCIATION, the Property, including the DWELLINGS, is hereby restricted such that only Dwelling Owners will be allowed pets or other animals in the DWELLINGS, the COMMON ELEMENTS or the LIMITED COMMON ELEMENTS. Guests, Renters, Tenants or other invitees are prohibited from having pets or other animals in the DWELLINGS, the COMMON ELEMENTS or the LIMITED COMMON ELEMENTS. Notwithstanding the foregoing, nothing in this Master Deed shall be interpreted as violating the Americans with Disabilities Act as it relates to guide and service animals. The Property is hereby further restricted such that no trailers, campers, mobile homes, boats, water craft or un-registered, abandoned or inoperable motor vehicles are permitted within or upon the COMMON ELEMENTS or LIMITED COMMON ELEMENTS.

XVI.

CONDOMINIUM TO BE USED FOR LAWFUL  
PURPOSES; RESTRICTION AGAINST  
NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall be made of any DWELLING or of the COMMON ELEMENTS, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No Owner of any DWELLING shall permit or suffer anything to be done or kept in his DWELLING, or on the COMMON ELEMENTS, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, and no Owner shall undertake any use or practice which shall create and constitute a nuisance to any other Owner of a DWELLING, or which shall interfere with the peaceful possession and proper use of any other DWELLING or the COMMON ELEMENTS.

XVII.

RIGHT OF ENTRY INTO DWELLINGS IN EMERGENCIES

In case of any emergency originating in or threatening any DWELLING, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the ASSOCIATION or any other person authorized by it, (including Rental Managers and their agents) shall have the right to enter such DWELLING for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Owner of each DWELLING, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION a key to such DWELLING. Should OWNER fail to provide a working key to said DWELLING, the ASSOCIATION or any person authorized by it, shall have the right to enter the DWELLING at the sole cost and expense of the OWNER. Any such cost and expense shall become a lien on the DWELLING.

XVIII.

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON ELEMENTS

Whenever it is necessary to enter any DWELLING for the purpose of performing any maintenance, alteration or repair to any portion of the COMMON ELEMENTS, the Owner of each DWELLING shall permit the duly constituted and authorized Agent of the ASSOCIATION to enter such DWELLING, provided that such entry shall be made only at reasonable times and with reasonable advance notice. In that regard, the ASSOCIATION, or its designated contractor may perform monthly service for pest control which may include spraying within each DWELLING and each OWNER of a DWELLING is hereby so notified.

XIX.

LIMITATION UPON RIGHT OF OWNERS  
TO ALTER AND MODIFY DWELLINGS

No Owner of a DWELLING shall permit any structural modifications or alterations without first obtaining the written consent of the ASSOCIATION, which consent may be withheld in the event that a majority of the members of the Board of Directors of the ASSOCIATION determines, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the building in part or in its entirety or adversely affect the aesthetics of the building. If the

modification or alteration desired by the Owner of any DWELLING involves the removal of any permanent interior partition, the ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting COMMON ELEMENTS located therein. No Owner shall cause any porch abutting his DWELLING to be enclosed, or cause any improvements or changes to be made on the exterior of the building, including painting or other decoration, or the installation of electrical wiring, antenna or satellite dish (unless and except as otherwise permitted by federal law), machines or air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the walls of such DWELLING, or affix storm panels or awnings, without the written consent of the ASSOCIATION being first obtained.

Without limiting the foregoing, no OWNER shall install any receiving or transmitting devices which require any exterior protrusion whatsoever, nor shall any antennae, satellite dish or other receiving or transmitting device (unless and except as otherwise permitted by federal law) be located on any porch. Further, no clotheslines shall be placed or maintained on the exterior of any DWELLING (including on any porch). In addition, for the purpose of aesthetic harmony, all window treatments shall include blinds with 2" to 2½" widths with a white or off-white color as visible from the outside of the window. All porches that are LIMITED COMMON ELEMENTS shall be maintained in a neat and orderly appearance by the OWNER of the DWELLING for which its use is intended. Porches shall not be used for storage. To prevent unsightly conditions within the Condominium, nothing shall be kept and maintained on or within any porches except normal patio furniture. Further, no OWNER, or his agent, may place any signs upon the COMMON ELEMENTS, or within his DWELLING or LIMITED COMMON ELEMENTS so as to be visible from the exterior of the DWELLINGS, including, without limitation "For Sale" signs. Nothing herein shall limit the rights of DECLARANT to place signage upon the COMMON ELEMENTS. Any improvements or alterations made to a DWELLING or COMMON ELEMENT by a DWELLING owner (other than DECLARANT) without authorization in accordance with the foregoing must be removed within thirty (30) days after notice from the ASSOCIATION or the ASSOCIATION may remove the unauthorized improvement or alteration and assess the violating OWNER for any charges necessary for the removal and repair.

XX.

**RIGHT OF ASSOCIATION TO ALTER AND  
IMPROVE COMMON ELEMENTS AND  
ASSESSMENT THEREFOR**

The ASSOCIATION shall not make or cause to be made alterations or improvements to the COMMON ELEMENTS which prejudice the rights of the Owner of any DWELLING unless such Owner's written consent has been obtained; provided, however, the making of such alterations and improvements must first be approved by the Board of Directors of the ASSOCIATION, and, except as hereinafter provided, the cost of the alterations or improvements shall be assessed as a common expense to be collected from all of the Owners of DWELLINGS according to the percentages set out in Exhibit "B" of the Master Deed. Where, in the sole discretion of the Board of Directors of the Association, any alterations and improvements are exclusively or substantially exclusively for the benefit of the Owner or Owners of a DWELLING or DWELLINGS requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the Owner or Owners of the DWELLING or DWELLINGS exclusively or substantially exclusively benefited, the assessment to be levied in such proportion as may be determined by the Board of Directors of the ASSOCIATION.

XXI.

**MAINTENANCE AND REPAIR BY OWNERS OF DWELLINGS**

Every Owner must perform promptly all maintenance and repair work within his DWELLING which, if omitted, would affect the CONDOMINIUM in its entirety or any part belonging to other Owners, and shall be liable and responsible for the damages and liability which his failure to do so may engender. The Owner of each DWELLING shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, water heaters, stoves, refrigerators, fans, and other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, sewage and sanitary service to his DWELLING, which may now or hereafter be situated in his DWELLING. Such Owner shall further be responsible and liable for maintenance, repair and replacement of any and all window glass, including the glass of any sliding glass doors (but not frames, etc. of windows which shall be maintained and repaired by the ASSOCIATION), wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such Owner may desire to place or maintain in his DWELLING. Whenever the maintenance, repair and replacement of any item(s) for which the Owner of a

DWELLING is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by insurance maintained in force by the ASSOCIATION, the proceeds of the insurance received by the ASSOCIATION, or the Insurance Trustee hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner of such DWELLING shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by any reason, including but not limited to the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The porch floor, the walls facing the porch, and any porch railings attached thereto shall be maintained by the ASSOCIATION as a Common Expense. The OWNER shall be responsible to keep the LIMITED COMMON swept and clean. No OWNER shall take any action which will alter the exterior appearance of the building. Should the OWNER fail to provide the maintenances and/or repairs as required, the ASSOCIATION or any person authorized by the ASSOCIATION shall have the right to enter the DWELLING to accomplish same at the sole cost and expense of the OWNER and said cost and expense shall be charged against the OWNER, including the expense of making a key, should OWNER fail to deposit a key with the ASSOCIATION, pursuant to the requirements of Article XVII. Any such costs and expenses shall become a lien on the DWELLING in like manner as an assessment.

XXII.

MAINTENANCE AND REPAIR OF COMMON ELEMENTS, INCLUDING  
LIMITED COMMON ELEMENTS, BY ASSOCIATION

The ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS (including all LIMITED COMMON ELEMENTS unless specifically designated herein as the responsibility of certain OWNERS), including those portions thereof which contribute to the support of the building, the exterior portions of entry doors to DWELLINGS, the elevator and mechanical areas and all conduits, plumbing, wiring and other facilities located in the COMMON ELEMENTS for the furnishing of utility services to the DWELLINGS and said COMMON ELEMENTS, and should any incidental damage be caused to any DWELLING by virtue of any work which may be done or caused to be done by the ASSOCIATION in the maintenance, repair, or replacement of any COMMON ELEMENTS, the ASSOCIATION shall, at its expense, repair such incidental damage. All maintenance, replacement and repairs to the COMMON ELEMENTS shall meet or exceed the quality of the original construction including all components thereof.

It shall further be the obligation of the ASSOCIATION to perform the major repairs and replacements for which reserves have been established at successive intervals not longer than in accordance with the anticipated useful life of each such portion of the COMMON ELEMENTS, as reasonably determined by the Board of Directors of the ASSOCIATION. The Board of Directors of the ASSOCIATION may, however, cause such repairs and replacements to be undertaken at shorter intervals.

XXIII.

PERSONAL LIABILITY AND RISK OF LOSS  
OF OWNER OF DWELLING AND SEPARATE  
INSURANCE COVERAGE, ETC.

The Owner of each DWELLING may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such Owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's DWELLING or upon the COMMON ELEMENTS. All such insurance obtained by the Owner of each DWELLING shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners of DWELLINGS, the ASSOCIATION, and the respective servants, agents and guests of said other Owners and the ASSOCIATION, and such other insurance coverage shall be obtained from the insurance company from which the ASSOCIATION obtains coverage against the same risk, liability or peril, if the ASSOCIATION has such coverage. Risk of loss of or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS) belonging to or carried on the person of the Owner of each DWELLING, or which may be stored in any DWELLING or in, to or upon COMMON ELEMENTS shall be borne by the Owner of each such DWELLING. All furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS and held for the joint use and benefit of all Owners of all DWELLINGS shall be covered by such insurance and shall be maintained in force and effect by the ASSOCIATION as hereinafter provided. The Owner of a DWELLING shall have no personal liability for any damages caused by the ASSOCIATION, any Owner or otherwise in connection with the use of the COMMON ELEMENTS. The Owner of a DWELLING shall be liable for injuries or damage resulting from an accident in his own DWELLING, to the same extent and degree that the Owner of a house would be liable for an accident occurring within the house.

XXIV.

INSURANCE COVERAGE TO BE MAINTAINED BY THE ASSOCIATION;  
INSURANCE TRUSTEE, APPOINTMENT AND DUTIES,  
APPROVAL OF INSURERS BY INSTITUTIONAL LENDER;  
USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by the ASSOCIATION covering the operation and management of the CONDOMINIUM and the said CONDOMINIUM, meaning the DWELLINGS and COMMON ELEMENTS, to-wit:

A. Casualty insurance covering all of the DWELLINGS, and COMMON ELEMENTS, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (i) loss or damage by fire, wind and hail or other hazards covered by the standard extended coverage or other perils endorsements; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the CONDOMINIUM, including but not limited to vandalism, malicious mischief, windstorm, wind driven rain damage, water damage and war risk insurance, if available;

B. Public liability and property damage insurance in such amounts and in such form as shall be required by the ASSOCIATION to protect the ASSOCIATION and the Owners of all DWELLINGS, including but not limited to, water damage, legal liability, hired automobile, non-owned automobile and off premises employee coverage;

C. Worker's Compensation insurance to meet the requirements of law; and

D. Such other insurance coverage, other than title insurance, as the Board of Directors of the ASSOCIATION, in its sole discretion, may determine from time to time to be in the best interest of the ASSOCIATION and the Owners of all of the DWELLINGS.

All liability insurance maintained by the ASSOCIATION shall contain cross liability endorsements to cover liability of all Owners of DWELLINGS as a group as to each DWELLING Owner.

All insurance coverage authorized to be purchased shall be purchased by the ASSOCIATION for itself and for the benefit of all of the Owners of all DWELLINGS. The cost of obtaining the insurance coverage authorized above is declared to be a common

expense, as are all other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the CONDOMINIUM shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of the ASSOCIATION and all of the Owners of all DWELLINGS and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The Board of Directors of the ASSOCIATION is hereby declared to be "Insurance Trustee" and is appointed as authorized agent for all of the Owners of all DWELLINGS for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The ASSOCIATION shall have the right to delegate the duties of the Insurance Trustee to some other party and all parties beneficially interested in such insurance coverage shall be bound by said delegation.

The Insurance Trustee shall not be liable for the payment of premiums, for the renewal of any policy or policies of casualty insurance, for the sufficiency of coverage, for the form or content of the policies or for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated, and for the benefit of the ASSOCIATION and the Owners of all DWELLINGS and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. The ASSOCIATION, as a common expense, may pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to Owners of DWELLINGS and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of the ASSOCIATION, executed under oath and which Certificate will



be provided to said Insurance Trustee upon request of said Insurance Trustee made to the ASSOCIATION, such Certificate to certify unto said Insurance Trustee the name or names of the Owners of each DWELLING, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each DWELLING and the respective percentages of any distribution which may be required to be made to the Owner or Owners of any DWELLING and DWELLINGS, and his or their respective mortgagee or mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a DWELLING shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the Owner or Owners of any DWELLING or DWELLINGS, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the Owner or Owners of any DWELLING or DWELLINGS, and their respective mortgagee or mortgagees, by reason of loss of or damage to personal property constituting a part of COMMON ELEMENTS and as to which a determination is made not to repair, replace or restore such personal property. So long as any lender shall have the right to approve the company or companies with whom said casualty insurance coverage is placed, such lender shall also have the right to approve the amount of such insurance coverage to be maintained.

In the event of the loss of or damage to COMMON ELEMENTS and/or DWELLINGS, real or personal, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of the COMMON ELEMENTS, including LIMITED COMMON ELEMENTS, then to the Dwelling. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such COMMON ELEMENTS, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Owners of all DWELLINGS and their respective mortgagees, the distribution to be separately made to the Owner of each DWELLINGS and his said mortgagee or mortgagees, if any, and shall bear the same ratio to the total excess insurance proceeds as the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING bears to the total undivided interests in COMMON ELEMENTS appurtenant to all DWELLINGS. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected

will not be so sufficient, then the ASSOCIATION shall assess the shortfall as provided in Section 27-31-260, Code of Laws of South Carolina, as amended. If an Owner fails to pay the assessment, said cost and expense shall become a lien on the Dwelling, in like manner as an assessment.

In the event of loss of or damage to property covered by such casualty insurance, the ASSOCIATION shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premiums for such bonds as the Board of Directors of the ASSOCIATION may deem to be in the best interest of the membership of the ASSOCIATION. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to the ASSOCIATION, the insurance proceeds, when received by the Insurance Trustee, shall be paid to the ASSOCIATION. In the event of the loss of or damage to personal property constituting a portion of the COMMON ELEMENTS, and should the Board of Directors of the ASSOCIATION determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the Owners of all DWELLINGS and their respective mortgagee or mortgagees, as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

**XXV.**

**APPORTIONMENT OF TAX OR SPECIAL  
ASSESSMENT IF LEVIED AND ASSESSED  
AGAINST THE CONDOMINIUM AS A WHOLE**

In the event that any taxing authority having jurisdiction over the CONDOMINIUM shall levy or assess any tax or special assessment against the CONDOMINIUM as a whole, as opposed to levying and assessing such tax or special assessment against each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by the ASSOCIATION, and any taxes

or special assessments which are to be so levied shall be included, wherever possible, in the estimated annual budget of the ASSOCIATION, or shall be separately levied and collected as an assessment by the ASSOCIATION against all of the Owners of all DWELLINGS and said DWELLINGS if not included in said annual budget. The amount of any tax or special assessment paid or to be paid by the ASSOCIATION in the event that such tax or special assessment is levied against the CONDOMINIUM, as a whole, instead of against each separate DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, shall be apportioned among the Owners of all DWELLINGS so that the amount of such tax or special assessment so paid or to be paid by the ASSOCIATION and attributable to and to be paid by the Owner or Owners of each DWELLING shall be that portion of such total tax or special assessment which bears the same ratio to said total tax or special assessment as the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING bears to the total undivided interest in COMMON ELEMENTS appurtenant to all DWELLINGS. In the event that any tax or special assessment shall be levied against the CONDOMINIUM in the entirety, without apportionment by the taxing authority to the DWELLINGS and appurtenant undivided interests in COMMON ELEMENTS, then the assessment by the ASSOCIATION which shall include the proportionate share of such tax or special assessment attributable to each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, shall separately specify and identify the amount of such assessment attributable to such tax or special assessment and the amount of such tax or special assessment so designated shall be and shall constitute a lien prior to all mortgages and encumbrances upon any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS. All personal property taxes levied or assessed against personal property owned by the ASSOCIATION shall be paid by the ASSOCIATION and shall be included as a common expense in the Annual Budget of ASSOCIATION.

XXVI.

**THE ASSOCIATION TO MAINTAIN REGISTRY  
OF OWNERS AND MORTGAGEES**

The ASSOCIATION shall at all times maintain a register setting forth the names and contact information including but not limited to mailing addresses of all of the Owners of all of the DWELLINGS, and, in the event of the sale or transfer of any DWELLING to the third party, the purchaser or transferee shall notify the

ASSOCIATION in writing of his interest in such DWELLING together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any DWELLING. Further, the Owner of each DWELLING shall at all times notify the ASSOCIATION of the names of the parties holding any mortgage or mortgages on any DWELLING, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any DWELLING may, if he so desires, notify the ASSOCIATION of the existence of any mortgage or mortgages held by such party on any DWELLING, and upon receipt of such notice, the ASSOCIATION shall register in its records all pertinent information pertaining to the same. In consideration of the privacy of the DWELLING OWNERS, the ASSOCIATION shall not release the contents of the register to any person, whether or not such person is a DWELLING OWNER, unless required to do so by law, including without limitation the Horizontal Property Act and the Nonprofit Corporation Act of the 1976 Code of Laws of South Carolina, as amended.

XXVII.

ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT

The ASSOCIATION is given the authority to administer the operation and management of the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interest of the Owners of all DWELLINGS. To properly administer the operation and management of the CONDOMINIUM, the ASSOCIATION will incur, for the mutual benefit of all of the Owners of DWELLINGS, costs and expenses which will be continuing or nonrecurring costs, (including but not limited to charges for utilities which are commonly metered) as the case may be, said costs and expenses being sometimes herein referred to as "common expense." To provide the funds necessary for such proper operation and management, the ASSOCIATION heretofore has been granted the right to make, levy and collect assessments against the Owners of all DWELLINGS and said DWELLINGS. In furtherance of said grant of authority to the ASSOCIATION to make, levy and collect assessments to pay the costs and expenses for the operation and management of the CONDOMINIUM, the following provisions shall be operative and binding upon all of the Owners of all DWELLINGS, to-wit:

A. All assessments levied against the Owners of DWELLINGS and said DWELLINGS, including the ASSOCIATION should it own any DWELLING, shall be uniform and, unless specifically otherwise provided for in this Master Deed, the assessments made by the ASSOCIATION shall be in such proportion that the amount of

assessment levied against each Owner of a DWELLING and his DWELLING shall bear the same ratio to the total assessment made against all OWNERS of DWELLINGS and their DWELLINGS as does the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING bears to the total undivided interests in COMMON ELEMENTS appurtenant to all DWELLINGS.

B. The assessment levied against the Owner of each DWELLING and his DWELLING shall be payable in annual, quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of the ASSOCIATION.

C. The Board of Directors of the ASSOCIATION shall establish an annual budget in advance for each fiscal year which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income which is to be applied in reduction of the amount required to be collected as an assessment each year. Upon adoption of such annual budget by the Board of Directors of the ASSOCIATION, the budget shall be forwarded to the Owners, although the delivery of a copy of said budget to each Owner shall not affect the liability of any Owner for such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the CONDOMINIUM, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. The Board of Directors of the ASSOCIATION, in establishing said annual budget for the operation, management and maintenance of the CONDOMINIUM shall include therein a sum to be collected as a reserve fund and said reserve fund shall be for the purpose of enabling the ASSOCIATION to replace and/or conduct major repairs upon structural elements and mechanical equipment constituting a part of the COMMON ELEMENTS as well as the replacement of personal property which may constitute a portion of the COMMON ELEMENTS held for the joint use and benefit of all of the Owners of all DWELLINGS. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary for replacement of said COMMON ELEMENTS. The amount collected and allocated to the reserve fund for replacements from time to time shall be maintained in a separate account by the ASSOCIATION, although nothing herein contained shall limit the ASSOCIATION from

applying any monies in such reserve fund for replacements to meet other needs or requirements of the ASSOCIATION in operating or managing the CONDOMINIUM in the event of emergencies, or in the event that the sums collected from the Owners of DWELLINGS are insufficient to meet the then fiscal financial requirements of the ASSOCIATION. It shall not, however, be a requirement that those monies be used for such latter purposes, as a separate assessment may be levied therefore if deemed to be preferable by the Board of Directors of the ASSOCIATION in the sole discretion of said Board of Directors.

E. The Board of Directors of the ASSOCIATION, in establishing said annual budget for operation, management and maintenance of the CONDOMINIUM, shall include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Owners of DWELLINGS, as a result of emergencies or for other reason placing financial stress upon the ASSOCIATION.

F. All monies collected by the ASSOCIATION shall be treated as the separate property of the ASSOCIATION, and such monies may be applied by the ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Master Deed and the Articles of Incorporation and By-Laws of the ASSOCIATION and as the monies for any assessment are paid to the ASSOCIATION by any Owner of a DWELLING the same may be commingled with the monies paid to the ASSOCIATION by the other Owners of DWELLINGS. Although all funds and other assets of the ASSOCIATION, and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON ELEMENTS, shall be held for the benefit of the members of the ASSOCIATION, no member of the ASSOCIATION shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his DWELLING.

G. The payment of any assessment or installment thereof due to the ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid to the ASSOCIATION on or before the due date for such payment. When in default, the Board of Directors may accelerate the remaining installments of the annual assessment upon notice thereof to the DWELLING Owner, whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in the notice, which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment, or accelerated installment is not paid

within twenty (20) days after its due date, the ASSOCIATION, through its Board of Directors, may proceed to enforce and collect the assessment against the DWELLING Owner owing the same in any manner provided for by the Act, including the rights of foreclosure and sale. When in default, the delinquent assessment or delinquent installment thereof due to the ASSOCIATION shall bear interest at the then prevailing legal rate of interest charged by courts of law in South Carolina until such delinquent assessment or installment thereof, and all interest due thereon, have been paid to the ASSOCIATION. Further, a late fee of \$25.00 shall be assessed for each installment not paid within thirty (30) days after the due date thereof.

H. The Owner or Owners of each DWELLING shall be personally liable to the ASSOCIATION for the payment of all assessments, regular or special, which may be levied by the ASSOCIATION while such person or persons is or are Owner or Owners of a DWELLING in the CONDOMINIUM. In the event that any Owner or Owners is or are in default in payment of any assessment or installment thereof owed to the ASSOCIATION, such Owner or Owners of any DWELLING shall be personally liable for late fees and interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No Owner of a DWELLING may exempt himself from liability for any assessment levied against such Owner and his DWELLINGS by waiver of the use or enjoyment of any of the COMMON ELEMENTS, or by abandonment of the DWELLING, or in any other manner. Further, no Owner of a Dwelling may withhold any dues payment, based upon the argument or position that the Association has failed to properly maintain the COMMON ELEMENTS.

J. Recognizing that the necessity for providing proper operation and management of the CONDOMINIUM entails the continuing payment of costs and expenses therefore, which results in benefit to all of the Owners of DWELLINGS, and that the payment of such common expense represented by the assessments levied and collected by the ASSOCIATION is necessary in order to preserve and protect the investment of the Owner of each DWELLING, the ASSOCIATION is hereby granted a lien upon such DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the Owner of each DWELLING, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the ASSOCIATION, which lien shall also secure late fees if any, which may be due on the amount of any

delinquent assessments owing to the ASSOCIATION and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the ASSOCIATION in enforcing the lien upon said DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS. The lien granted to the ASSOCIATION may be foreclosed in the same manner as mortgages may be foreclosed in the State of South Carolina, and in any suit for the foreclosure of said lien, the ASSOCIATION shall be entitled to rental from the Owner of any DWELLING from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said DWELLING. The rental required to be paid shall be equal to the rental charged on comparable types of DWELLING Units along the Grand Strand of South Carolina. The lien granted to the ASSOCIATION shall further secure such advances for taxes, and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the ASSOCIATION in order to preserve and protect its lien, and the ASSOCIATION shall further be entitled to interest at the legal rate as set out hereinbefore on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any DWELLING, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to the ASSOCIATION, and shall acquire such interest in any DWELLING expressly subject to such lien.

K. The lien herein granted to the ASSOCIATION may be perfected by a recording in the Public Records of Horry County, South Carolina. A claim of lien shall state the description of the DWELLING encumbered thereby, the name of the record Owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, late fees, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the ASSOCIATION shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the ASSOCIATION'S Claim of Lien.

In the event that any person, firm or corporation shall acquire title to any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS pursuant to the remedies in the mortgage or through foreclosure they will not be liable for more



than six months of the DWELLING'S unpaid regularly budgeted dues or charges accrued before acquisition of the title to the DWELLING by the mortgagee. If the CONDOMINIUM ASSOCIATION'S lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

In the event of the acquisition of title to a DWELLING by the means given in the aforementioned paragraph, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all DWELLINGS as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof for the enforcement of collection of such payment by means other than foreclosure.

L. Whenever any DWELLING may be sold or mortgaged by the Owner thereof, which sale shall be concluded only upon compliance with other provisions of this Master Deed, the ASSOCIATION, upon written request of the Owner of such DWELLING, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the ASSOCIATION by the Owner of such DWELLING. Such statements shall be executed by any officer or agent of the ASSOCIATION. Any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, and the ASSOCIATION shall be bound by such statement. In the event that a DWELLING is to be sold or mortgaged at the time when payment of any assessment against the Owner of said DWELLING and such DWELLING due to the ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by the ASSOCIATION) then the proceeds of such purchase or mortgage proceeds, shall be applied by the purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the ASSOCIATION before the payment of any proceeds of purchase or mortgage proceeds to the Owner of any DWELLING who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a DWELLING, the Grantee shall be jointly and severally liable with the GRANTOR for all unpaid assessments against GRANTOR made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the GRANTOR the amounts paid by the Grantee therefore.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the ASSOCIATION which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing

to it by foreclosure; further proceeding by foreclosure to attempt to effect such collection shall not be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing to it.

**XXVIII.**

**TERMINATION**

This Master Deed and said plan of CONDOMINIUM ownership may only be terminated by the unanimous consent of all of the Owners of all DWELLINGS and all of the parties holding mortgages, liens or other encumbrances against any of said DWELLINGS, in which event the termination of the CONDOMINIUM shall be by such plan as may be then adopted by said Owners and persons holding any mortgages, liens or other encumbrances. Such election to terminate this Master Deed and the plan of CONDOMINIUM ownership established herein shall be executed in writing by all of the aforementioned persons, and such instrument or instruments shall be recorded in the Public Records of Horry County, South Carolina.

**XXIX.**

**AMENDMENT OF MASTER DEED**

Except for any alteration in the percentage of ownership in COMMON ELEMENTS appurtenant to each DWELLING or alteration of the basis for apportionment of assessments which may be levied by the ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all of the Owners of all DWELLINGS and their respective mortgagees shall be required and except for any alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of DECLARANT and the Lender which said rights and privileges granted and reserved unto the said DECLARANT and the Lender shall only be altered, amended or modified with the respective express written consent of the said DECLARANT or Lender, as the case may be, this Master Deed may be amended in the following manner:

An amendment or amendments to this Master Deed may be proposed by the Board of Directors of the ASSOCIATION acting upon a vote of the majority of the Directors, or by the members of the ASSOCIATION owning a majority of the DWELLINGS in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to the Master Deed being proposed by said Board of Directors or members, such proposed amendment or

amendments shall be transmitted to the President or Secretary of the ASSOCIATION, in the absence of the President, who shall thereupon call a Special Meeting of the members of the ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the Proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his postal address as it appears on the records of the ASSOCIATION, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of sixty-seven (67%) percent of the voting interest of the total membership owning a DWELLING in the CONDOMINIUM in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Master Deed shall be transcribed and certified by the President and Secretary of the ASSOCIATION as having been duly adopted and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Horry County, South Carolina, such amendment or amendments to specifically refer to the recording data identifying the Master Deed. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of the ASSOCIATION shall be delivered to all of the Owners of all DWELLINGS and mailed to the mortgagees listed in the registry required to be maintained by Article XXVI hereof, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the ASSOCIATION at or prior to such meeting.

Furthermore, no amendment to this Master Deed shall be adopted which would operate to affect the validity or priority of any mortgage held by a mortgagee or which would alter, amend or modify in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any mortgagee or in favor of

DECLARANT without the consent of at least fifty-one (51%) percent of all such mortgagees or DECLARANT as the case may be. However, implied approval can be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

The DECLARANT further reserves the right to make changes or amendments in this Master Deed, without the consent of any DWELLING Owners or their mortgagees, to correct typographical, scrivener's or similar errors or to make a change to cause this document to comply with the Declarant's intended purpose, provided that any such correction or amendment shall not adversely affect the proportionate interest of any Owner or Owners in the COMMON ELEMENTS. Such change or amendment may be made by the recording of an appropriate document in the office of the Register of Deeds for Horry County executed by the DECLARANT.

XXX.

#### REMEDIES IN EVENT OF DEFAULT

The Owner or Owners of each DWELLING shall be governed by and shall comply with the provisions of this Master Deed, and the Articles of Incorporation and the By-Laws of the ASSOCIATION and its rules and regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the Owner or Owners of any DWELLING shall entitle the ASSOCIATION or the Owner or Owners of other DWELLING or DWELLINGS to the following relief:

A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of the ASSOCIATION, or its rules and regulations, shall be grounds for relief which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof and which relief may be sought by the ASSOCIATION, or, if appropriate, by an aggrieved Owner of a DWELLING.

B. The Owner or Owners of each DWELLING shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or their act, neglect or carelessness, or by that of any member of his or their family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the

ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a DWELLING or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by the Owner of any DWELLING, the ASSOCIATION, if successful, shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the Court. In no instance, however, shall the Owner be entitled to recovery of attorney fees and costs.

D. The failure of the ASSOCIATION or of the Owner of a DWELLING to enforce any right, provision, covenant, or condition which may be granted by this Master Deed or other above mentioned documents shall not constitute a waiver of the right of the ASSOCIATION or of the Owner of a DWELLING to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to the ASSOCIATION or the Owner or Owners of a DWELLING pursuant to any terms, provisions, covenants or conditions of this Master Deed or other above mentioned documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies or to preclude the person thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such person at law or in equity.

F. The failure of the DECLARANT, its successors and/or assigns, or the Lender to enforce any right, privilege, covenant or condition which may be granted to them, or either of them, by this Master Deed or other above mentioned document shall not constitute waiver of the right of either of said parties to thereafter enforce such right, provision, covenant or condition in the future.

XXKI.

**USE OR PURCHASE OF INTEREST IN THE CONDOMINIUM**  
**TO RENDER USER OR PURCHASER SUBJECT TO PROVISIONS OF**  
**MASTER DEED, RULES AND REGULATIONS**

All present or future Owners, tenants or other persons who use the facilities of the CONDOMINIUM in any manner are subject to the provisions of this Master Deed and all documents appurtenant hereto and incorporated herewith, and the mere acquisition or rental of any DWELLING or the mere act of occupancy of any DWELLING, shall

signify that the provisions of this Master Deed are accepted and ratified in all respects.

XXXII.

RIGHT OF DECLARANT TO SELL OR LEASE DWELLING  
OWNED BY IT AND RIGHT OF DECLARANT TO REPRESENTATION  
ON BOARD OF DIRECTORS OF THE ASSOCIATION

So long as DECLARANT shall own any DWELLING, the said DECLARANT, shall have the absolute right to lease or sell any such DWELLING to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest.

The Developer shall have the right to appoint or remove any or all members of the Board of Directors and any or all officers of the Association until such time as the first of the following dates: (i) December 31, 2026; (ii) three (3) months after the conveyance by the Developer, in the ordinary course of business to persons other than a successor Developer, of one hundred percent (100%) of the maximum number of Units to be contained in all phases of the Project; or (iii) three (3) months following the date the Developer surrenders its authority to appoint directors of the Association by an express amendment to the Master Deed executed and filed of record by the Developer.

After the expiration of Developer's right to appoint under the paragraph above, and notwithstanding anything contained herein to the contrary, the Developer shall, nevertheless and so long as it holds one or more Units included in the Regime for sale in the ordinary course of business, have the right to appoint one (1) member of the Board of Directors.

Any representative of DECLARANT serving on the Board of Directors of the ASSOCIATION shall not be required to disqualify himself upon any vote upon any management contract or other matter between DECLARANT and the ASSOCIATION where the DECLARANT may have a pecuniary or other interest. Similarly, DECLARANT, as a member of the ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the membership of the ASSOCIATION upon any management contract or other matter between DECLARANT and the ASSOCIATION where DECLARANT may have a pecuniary or other interest.

XXXIII

RIGHTS OF MORTGAGEES AND GUARANTORS

Any Mortgagee or Guarantor must receive timely written notice of the following (1) Any condemnation or casualty loss that affects either a material portion of the project or the DWELLING securing its mortgage; (2) Any Sixty (60) day delinquency in the payment of assessments or charges owned by the owner of any DWELLING on which it holds the mortgage; (3) A lapse, cancellation, or material modification of any insurance policy maintained by the owners' association; and, (4) Any proposed action that requires consent of a specified percentage of mortgagees (5) Any judgment rendered against the Association.

XXXIV.

ANNUAL REPORTS TO BE PROVIDED TO CONSTRUCTION LOAN LENDER

So long as any Construction Loan Lender selected by DECLARANT is the Owner or holder of a mortgage encumbering a DWELLING in the CONDOMINIUM, the ASSOCIATION shall furnish said Lender, if requested to do so in writing, with at least one (1) copy of the Annual Financial Statement and Report of the ASSOCIATION audited and prepared by Certified Public Accountants satisfactory to Lender and setting forth such details as the said Lender may reasonably require, including a detailed statement of annual carrying charges or income collected, and operating expenses, such Financial Statement and Report to be furnished within ninety (90) days following the end of each fiscal year.

XXXV.

PROVISIONS RESPECTING CONSTRUCTION LENDER

Notwithstanding anything to the contrary contained in this Master Deed, until the satisfaction of record of any construction mortgage given by Grantor upon the Property as presently constituted to secure a loan with which to develop the improvements for the Property such as would be commonly classified as a construction loan mortgage (hereinafter referred to as the "Construction Mortgage") the following provisions shall be a part of this Master Deed and shall supersede any inconsistent provisions contained heretofore in this Master Deed.

A. Whenever the consent of the Grantor is required under this Master Deed, the written consent of the holder of the Construction Mortgage (hereinafter referred to as "Construction Mortgagee") shall also be required.

B. In the event that the Developer shall violate any of its obligations as a Owner, the Association shall be required to give Construction Mortgagee written notice of such failure or violation, and the Association shall be prohibited from instituting any suit or exercising any other remedy against the Grantor for any such failure or violation until it has given Construction Mortgagee ten (10) days' prior written notice of its intention to file such suit or exercise such remedy during which time Construction Mortgagee shall have the right to cure any such failure or violation.

C. Construction Mortgagee shall be given written notice by the Association of any meeting of the Owners together with the agenda of such meeting.

D. No amendment shall be made to this Master Deed or to the By-Laws of the Association which would alter the rights of Construction Mortgagee or in any other way affect the security of Construction Mortgagee without its joinder and written consent to such amendment.

E. If Construction Mortgagee either assumes possession of any portion of the Property or Common Elements upon which said Construction Mortgage is a lien or acquires title to unsold Property upon foreclosure of the Construction Mortgage, by purchase of the unsold Property at foreclosure sale, or by deed in lieu of foreclosure, Construction MASTER DEED Mortgagee and its successors and assigns shall have and enjoy all of the rights, privileges, and exemptions granted to Grantor by this Master Deed and/or by the By-Laws.

#### XXXVI.

#### RIGHTS OF LENDER

Notwithstanding any other provision hereof, any mortgagee of record, (including, but not limited to, the Construction Mortgagee while such mortgage shall remain unsatisfied), shall:

A. Upon request, be permitted to inspect the books and records of the Association, during normal business hours;

B. Upon request, receive a copy of any audit performed for the Association;



C. Upon request, receive written notice of all meetings of the Association, and be permitted to designate a representative to attend and observe all such meetings;

D. Receive written notification from the Association of any default by any of its mortgagors in the performance of his obligations to the Association which is not cured within thirty (30) days;

E. Consent to change in the provisions of the Master Deed and/or By-Laws that pertain to reduction of reserves for maintenance;

F. Consent to any changes in the provisions of the Master Deed and/or By-Laws governing fidelity insurance;

G. Consent to any changes in the provisions of the Master Deed and for By-Laws governing imposition of any restrictions on the leasing of units; and

H. Consent to any changes in the provisions of the Master Deed and/or By-Laws governing decision by the Association (if said Regime consists of 50 or more units) to establish self-management if professional management has otherwise been required.

**Notice to the Board of Directors.** An Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his Mortgagee and shall file a conformed copy of the Note and Mortgage with the Board of Directors.

#### **XXXVII.**

#### **SEVERABILITY**

In the event that any of the terms, provisions or covenants of this Master Deed are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XXXVIII.

LIBERAL CONSTRUCTION AND ADOPTION  
OF PROVISIONS OF CONDOMINIUM ACT

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan of CONDOMINIUM ownership. The South Carolina Horizontal Property Act, Code Section 27-31-10 et. seq. (1976) Code of Laws, as the same may be amended from time to time thereafter, is hereby adopted and expressly made a part hereof. In the event of any conflict between the provisions of this Master Deed and the said South Carolina Horizontal Property Act of South Carolina, as the same may be amended, the provisions of the Act shall take the place of any provisions in conflict with the Master Deed.

XXXIX.

MASTER DEED  
BINDING UPON DECLARANT, ITS SUCCESSORS AND ASSIGNS,  
AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Master Deed are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS and this Master Deed shall be binding upon DECLARANT, its successors and assigns, and upon all parties who may subsequently become Owners of DWELLINGS in the CONDOMINIUM and their respective heirs, legal representatives, successors and assigns.

XXXX.

DEFINITIONS

A. "Act" shall mean and refer to the South Carolina Horizontal Property Act, Chapter 31, Title 27, Code of Laws of South Carolina, 1976, as amended. Act shall also refer to any successor statute to the South Carolina Horizontal Property Act.

B. "Assessment" means a DWELLING Owner's pro rata share of the common expenses which will be assessed against a DWELLING Owner by the ASSOCIATION.

C. "Association" means council of CO-OWNERS as defined by the Horizontal Property Act and also means Birch-N-Coppice

Homeowners' Association, Inc., a not for profit corporation to be formed under the laws of the State of South Carolina.

D. "Building" means a structure containing in the aggregate two or more apartments comprising a part of the CONDOMINIUM.

E. "Co-owner" or "Owner" means a person, firm, corporation partnership, association, trust, or other legal entity or any combination thereof, who owns a DWELLING within the Condominium.

F. "Common Elements" mean and include the elements described in the Horizontal Property Regime Act, and in this Master Deed (including Exhibits), as "COMMON ELEMENTS" and also the following:

1. Easements through DWELLINGS for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to DWELLINGS and the general COMMON ELEMENTS; provided, however, such easements through a DWELLING shall be only according to the plans and specifications for the Building, or as the Building is constructed unless otherwise approved in writing by the DWELLING Owner.

2. An easement of support in every portion of a DWELLING which contributes to the support of a Building.

3. Easements through the DWELLINGS and general COMMON ELEMENTS for maintenance, repair and replacement of the DWELLINGS and general COMMON ELEMENTS.

4. Installations for the furnishing of utility services to more than one DWELLING or to the general COMMON ELEMENTS or to a DWELLING other than the one containing the installation, which installation shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

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

6. "LIMITED COMMON ELEMENTS" means and includes those certain COMMON ELEMENTS which are designated for the exclusive use and benefit of a particular DWELLING as set forth in the is Master Deed.

G. "Common Expense" means the expenses for which the DWELLING Owners are liable to the ASSOCIATION and include:

1. Expenses of administration, management, maintenance,

insurance, operation, repair or replacement of the COMMON ELEMENTS and of the portions of DWELLINGS which are the responsibility of the ASSOCIATION.

2. Expenses declared common expenses by provisions of this Master Deed;

3. Expenses declared common expenses by the Board of Directors of the Association;

4. Any valid charges against the CONDOMINIUM as a whole.

H. "Common Surplus" means the excess of or receipts of the ASSOCIATION, including, but not limited to assessments over the amount of common expenses.

I. "Condominium" means the form of individual ownership of a particular DWELLING in the Building and the common right to a share with other co-owners in the general COMMON ELEMENTS.

J. "Declarant" means Birch-N-Coppice Development, LLC., its successors and/or assigns.

K. "DWELLING" or "DWELLINGS" shall be synonymous with the term "Apartment" or "Apartments" as those terms are used under the Horizontal Property Act of the 1976 Code of Laws of South Carolina, as amended.

L. "Limited Common Elements" means and includes the elements defined in Chapter 31, Section 27-31-10 et. seq. of the Code of Laws of South Carolina (1976) as amended, and in this Master Deed (including Exhibits), as "LIMITED COMMON ELEMENTS".

M. "Regime" means Birch-N-Coppice Horizontal Property Regime.

**THE REMAINDER THE THIS PAGE IS INTENTIONALLY BLANK**

IN WITNESS WHEREOF, Birch-N-Coppice Development, LLC, has caused these presents to be executed this 27<sup>th</sup> day of March, 2007.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Birch-N-Coppice Development, Inc.

Jamie Knott  
JPA

[Signature]  
By: Michael Steve Vereen, II  
Its: Member  
[Signature]  
BY: Jarrett Long Vereen  
Its: Member

STATE OF SOUTH CAROLINA )  
                                          )  
COUNTY OF HORRY                  )

PROBATE

PERSONALLY appeared before me the undersigned <sup>witness</sup> ~~notary~~, who, after first being duly sworn, deposes and states that s/he saw the within named Birch-N-Coppice Development, LLC, by its Members, Michael Steve Vereen, II and Jarret Long Vereen, Sign, Seal and Deliver the within Master Deed; and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this 27<sup>th</sup>  
day of March, 2007.

Jamie Knott

[Signature] (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 9/11/13

Exhibit "A"

ALL AND SINGULAR, all that certain piece, parcel or tract of land, situate, lying and being in Socastee Township, Horry County, South Carolina, and more particularly described as Phase 8 consisting of 3.537 acres, more or less and shown on a plat entitled "Building 8 As Built Survey and Phase Plat for Phase 8, Birch-N-Coppice", prepared by Robert A. Warner and Associates, Inc. and dated November 29, 2006, and recorded in the office of the Register of Deeds for Horry County on March 14, 2007, in Plat Book 223 at Page 11, reference to which is craved as forming a part and parcel hereof

Exhibit "B"

Percentage of Ownership Interest

The Schedule of percentage of undivided interest in the common elements appurtenant to the Units in Birch-N-Coppice Horizontal Property Regime, including Phase 8, and likewise if Declarant develops future Phases, inclusive is set out below. Also, the Statutory values set out below are for statutory purposes only and have no relationship to the actual value of each Unit.

PHASE 8  
BUILDING 8

UNIT NUMBER	UNIT TYPE	VALUE FOR STATUTORY	PERCENTAGE OF INTEREST IN THE COMMON AREA PURPOSE
1	A	\$223,940.00	8.48%
2	B	\$223,940.00	8.48%
3	B	\$223,940.00	8.48%
4	A	\$223,940.00	8.48%
5	A	\$223,940.00	8.48%
6	B	\$223,940.00	8.48%
7	B	\$223,940.00	8.48%
8	A	\$223,940.00	8.48%
9	A	\$223,940.00	8.48%
10	C	\$199,900.00	7.60%
11	C	\$199,900.00	7.60%
12	A	\$223,940.00	8.48%
Total		\$2,639,200.00	100 %

In addition to Phase 8 which contains twelve (12) units, additional phases may be added or additional real estate annexed pursuant to Article I of the Master Deed. Declarant anticipates submitting one (12) unit building in each Phase, but reserves the right to submit more than one building in a phase. As each phase is added, the total statutory value of all phases submitted and comprising Birch-N-Coppice Horizontal Property Regime and the percentage interest of each Unit shall be determined.

In determining the Percentage Interest of each Unit, a formula is employed using the Assigned Value of each Unit set forth in this Exhibit "B", as amended for each phase added, as the numerator and the total Assigned Values of all Units (including the phase being submitted and all phases previously submitted to the Regime) as the denominator. The resulting fraction will then be expressed as a

percentage rounded to the nearest .01. The total Assigned Values assigned to each Building that may be constructed and submitted to the Regime as phases 1 through 7, if constructed and submitted, will be in accordance with the following schedule.

Total Assigned Value of Units 1-12 Building 8  
submitted herewith \$2,639,200.00

Building 7

Maximum Assigned Values in Unit 1	\$223,940.00
Maximum Assigned Values in Unit 2	\$223,940.00
Maximum Assigned Values in Unit 3	\$223,940.00
Maximum Assigned Values in Unit 4	\$223,940.00
Maximum Assigned Values in Unit 5	\$223,940.00
Maximum Assigned Values in Unit 6	\$223,940.00
Maximum Assigned Values in Unit 7	\$223,940.00
Maximum Assigned Values in Unit 8	\$223,940.00
Maximum Assigned Values in Unit 9	\$223,940.00
Maximum Assigned Values in Unit 10	\$199,900.00
Maximum Assigned Values in Unit 11	\$199,900.00
Maximum Assigned Values in Unit 12	\$223,940.00

Building 6

Maximum Assigned Values in Unit 1	\$223,940.00
Maximum Assigned Values in Unit 2	\$223,940.00
Maximum Assigned Values in Unit 3	\$223,940.00
Maximum Assigned Values in Unit 4	\$223,940.00
Maximum Assigned Values in Unit 5	\$223,940.00
Maximum Assigned Values in Unit 6	\$223,940.00
Maximum Assigned Values in Unit 7	\$223,940.00
Maximum Assigned Values in Unit 8	\$223,940.00
Maximum Assigned Values in Unit 9	\$223,940.00
Maximum Assigned Values in Unit 10	\$199,900.00
Maximum Assigned Values in Unit 11	\$199,900.00
Maximum Assigned Values in Unit 12	\$223,940.00

Building 5

Maximum Assigned Values in Unit 1	\$223,940.00
Maximum Assigned Values in Unit 2	\$223,940.00
Maximum Assigned Values in Unit 3	\$223,940.00
Maximum Assigned Values in Unit 4	\$223,940.00
Maximum Assigned Values in Unit 5	\$223,940.00
Maximum Assigned Values in Unit 6	\$223,940.00
Maximum Assigned Values in Unit 7	\$223,940.00
Maximum Assigned Values in Unit 8	\$223,940.00
Maximum Assigned Values in Unit 9	\$223,940.00
Maximum Assigned Values in Unit 10	\$199,900.00
Maximum Assigned Values in Unit 11	\$199,900.00
Maximum Assigned Values in Unit 12	\$223,940.00





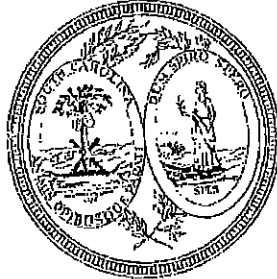
Maximum Assigned Values in Unit 8	\$223,940.00
Maximum Assigned Values in Unit 9	\$223,940.00
Maximum Assigned Values in Unit 10	\$199,900.00
Maximum Assigned Values in Unit 11	\$199,900.00
Maximum Assigned Values in Unit 12	\$223,940.00

Total Maximum Assigned Values of the Project, if All  
 Phases Remaining Are Constructed and Submitted \$21,113.600.00

As an example, if Building 7 is added as Phase 7 and submitted after Phase 8, the total Assigned Values in Phase 7 (\$2,639,200.00) would be added to the additional Assigned Values in Phase 8 (\$2,639,200.00), so that, following submission the total Assigned Values in Phases 8 and 7 would be \$5,278,400.00. To determine the Percentage Interest of the units in Building 7, if Phase 7 is added to Phase 8 and those two (2) phases constitute the entire Regime, the following formula would be used:

ASSIGNED VALUE \$223,940.00	=	4.24%
ASSIGNED VALUE \$199,900.00	=	3.80%
TOTAL ASSIGNED VALUES \$5,278,400.00		

# The State of South Carolina



Office of Secretary of State Mark Hammond

## Certificate of Incorporation, Nonprofit Corporation

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

BIRCH-N-COPPICE HOMEOWNRES' ASSOCIATION, INC.,  
a nonprofit corporation duly organized under the laws of the State of South Carolina on January 4th, 2007, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

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

Given under my Hand and the Great Seal of the State of South Carolina this 5th day of January, 2007.

Handwritten signature of Mark Hammond in cursive script.

Mark Hammond, Secretary of State

**EXHIBIT "C"**

**ARTICLES OF INCORPORATION  
OF  
BIRCH-N-COPPICE HOMEOWNERS' ASSOCIATION, INC.**

In compliance with the requirements the South Carolina Nonprofit Act §33-31-10 et seq. Code of Laws of South Carolina (1976), as amended, the undersigned, a natural person of full age, has this day executed these Articles of Incorporation for the purpose of forming a non-profit corporation and hereby certifies:

**ARTICLE I  
NAME**

The name of the corporation is **BIRCH-N-COPPICE HOMEOWNERS' ASSOCIATION, INC.**, hereinafter called the "Association."

**ARTICLE II  
REGISTERED OFFICE AND INITIAL AGENT**

The principal office and the office of the registered agent of the Association is located at 3300 Red Fern Lane, Murrells Inlet, SC 29576, however, the Association may maintain offices and transact business in such other places within or without the State of South Carolina as may from time to time be designated by the Board of Directors. The location of the registered office may be changed by a majority vote of the Board of Directors. The name of the initial registered agent at the above address is **Jarrett L. Vereen**. The principal office and the office of the registered agent is located in Horry County, South Carolina.

**ARTICLE III  
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate a pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the Dwelling and Common Areas and Common Elements within that certain tract of property described in Article I of the Master Deed for Birch-N-Coppice Horizontal Property Regime

and which is incorporated herein by reference, and to promote the health, safety, and welfare of the Owners within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Deed recorded in or to be recorded in the County of Horry Public Registry, applicable to the above described property, as the same may be amended from time to time, said Master Deed being incorporated herein as if set forth at length;

(b) fix, levy, collect, and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Master Deed; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each Dwelling, mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the property rights of the members of the Association, as provided in the Master Deed;

(e) dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be

effective unless an instrument has been signed by members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A and Class B Members, agreeing to such dedication, sale, or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the consent of the members as provided in paragraph (d) above; and

(g) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Act of the State of South Carolina §33-31-101 et seq. Code of Laws of South Carolina (1976), as amended, may now or hereafter have or exercise.

#### **ARTICLE IV FINANCE**

This corporation is a non-stock corporation and no part of the profits (if any) of the corporation shall inure to the pecuniary benefit of its members or to any other person. This corporation is a mutual benefit corporation.

#### **ARTICLE V MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Dwelling which is subject to the Master Deed recorded of record and subject to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Dwelling which is subject to assessment by the Association.

#### **ARTICLE VI VOTING RIGHTS**

The Association shall have two (2) classes of voting membership. Members are divided into classes for the sole

purpose of computing voting rights and shall not vote as a class.

Class A. Class A members of the Association shall be all owners of Units (including the Developer). A Class A Member shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an Interest In any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they among themselves determine as provided In the Master Deed, but In no event shall more than one (1) vote be cast with respect to any Unit.

Class B. The Class B member shall be the Developer or its designated assign, In its capacity other than as an Owner of a Lot or Dwelling. The Class B member shall be entitled to three (3) votes for each vote held by Class A members, plus one (1) vote, until the expiration of the Developer's right to appoint a majority of the Board of Directors of the Association. Thereafter, the Class B member shall exercise votes only as to its Class A memberships.

#### **ARTICLE VII BOARD OF DIRECTORS**

The affairs of this Association shall be managed by an initial Board of three (3) Directors who need not be members of the Association. Declarant shall appoint the Directors per Article VI. The Board may be increased thereafter to six (6) persons as provided in the By-Laws. The number of Directors may be changed by amendment of the By-laws of the Association.

#### **ARTICLE VIII DISSOLUTION**

The Association may be dissolved only upon the signed written assent of the members entitled to not less than three-fourths (3/4) of the votes appurtenant to each Class A and Class B Members. 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.

**ARTICLE IX  
DURATION**

The period of existence of this Corporation is unlimited.

**ARTICLE X  
AMENDMENTS**

Amendment to these Articles shall require the assent of the members entitled to at least three-fourths (3/4) of the entire vote of the membership.

**ARTICLE XI  
INCORPORATOR**

The name and address of the incorporators are as follows:

Michael Steve Vereen, II  
4928 Youpon Circle  
Myrtle Beach, SC 29575

Jarrett L. Vereen  
3300 Red Fern Lane  
Murrells Inlet, SC 29582





EXHIBIT "D"

BY-LAWS  
OF  
BIRCH-N-COPPICE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION.

The name of the corporation is, **BIRCH-N-COPPICE HOMEOWNERS' ASSOCIATION, INC.**, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 3300 Red Fern Lane, Murrells Inlet, SC 29576, but meetings of Members and directors may be held at such place or places within the State of South Carolina, Horry County as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. "Act" shall mean and refer to the South Carolina Horizontal Property Act, Chapter 31, Title 27, Code of Laws of South Carolina, 1976, as amended. Act shall also refer to any successor statute to the South Carolina Horizontal Property Act.

Section 2. "Association" shall mean and refer to **BIRCH-N-COPPICE HOMEOWNERS' ASSOCIATION, INC.**, its successors and assigns.

Section 3. "Properties" shall mean and refer to that certain real property described in the Master Deed, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association and all other improvements for the common use and enjoyment of the Owners.

Section 5. "Dwelling" shall mean and refer to an apartment (as that term is defined by the Act) and shall mean that portion of the Property intended for individual ownership and use as described herein under the Master Deed and shall include a percentage interest in the undivided ownership of the Common Elements with the other Unit Owners. See Exhibit "E" and "F" to the Master Deed for the plot plan (Plans) and building plan for the Dwellings.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest to any Dwelling which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to BIRCH-N-COPPICE DEVELOPMENT, LLC, its successors and assigns, if such successors or assigns should acquire all of the Declarant's interest in the Properties.

Section 8. "Common Elements" shall mean the area and property subject to the Master Deed, but not included within the boundaries of a Dwelling, as more particularly set forth herein.

Section 9. "Master Deed" shall mean and refer to the Master Deed for Birch-N-Coppice Horizontal Property Regime applicable to the Properties recorded in the Office of the Register of Deeds of Horry County.

Section 10. "Member" shall mean and refer to those persons entitled to membership as provided in the Master Deed or Articles of Incorporation.

### **ARTICLE III** **MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within fourteen months from the date of conveyance of the first unit to a homeowner, and each subsequent regular annual meeting of the Members shall be held within the same month of each year thereafter, at such time or date as established by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A and Class B membership, or by Class B Members only to the extent the meeting calls for action only under the Act.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the

books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Master Deed, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Dwelling.

#### ARTICLE IV

#### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of six (6) directors who need not be Members of the Association. The initial Board shall consist of Three (3) directors as identified in the Articles of Incorporation. Except during the period of Declarant's control, directors shall be members of the Association.

Section 2. Term of Office. At the first annual meeting where Members elect the Directors, the Members shall elect three (3) directors for a term of one year and three (3) directors for a term of two (2) years, and at each annual meeting thereafter, the Members shall elect for a term of two (2) years the number of directors whose terms are expiring.

Section 3. Removal. Any director may be removed by the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However,

any director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

Section 5.     Action Taken Without a Meeting.     The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6.     Directors During Declarant Control.     Subject to the provisions of the Articles of Incorporation, the Directors shall be selected by the Declarant acting in its sole discretion and shall serve at its pleasure until termination of Declarant's right to appoint Directors as provided in the Articles of Incorporation.

#### **ARTICLE V** **NOMINATION AND ELECTION OF DIRECTORS**

Section 1.     Nomination.     Nomination for election of the Board of Directors shall be made by a Nominating Committee after the first annual meeting where Members elect the Directors. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made only from among the Members of the Association.

Section 2.     Election.     Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Master Deed. The persons receiving the largest number of votes shall be elected.

#### **ARTICLE VI** **MEETINGS OF DIRECTORS**

Section 1.     Regular Meetings.     Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should

said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2.     Special Meetings.     Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3.     Quorum.     A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1.     Powers.     The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and Common Elements, the personal conduct of the Members and their guests, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Common Areas, including the recreational facilities, of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Master Deed;
- (d) exercise for the Association all powers, duties and authority as set forth in the South Carolina Nonprofit Corporation Act Code Section 33-31-101 et seq., Code of Laws of South Carolina Annt. (1976), as amended;
- (e) declare the office of a Member of the Board of Directors to be vacant in the event that such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

- (f) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. Provided further, that the Board shall ratify and approve the Management Agreement between Declarant, on behalf of the Association, employing Benchmark Management to act as Managing Agent for the property for a term commencing on the date the Master Deed is recorded and terminating \_\_\_\_\_ years thereafter at a rate of \_\_\_\_\_ and no/100 Dollars (\$\_\_\_\_\_.00) per Dwelling per month for each Dwelling which has been conveyed to an Owner; provided, however, that notwithstanding anything contained herein or elsewhere to the contrary, that the Association has the right to terminate such Management Agreement without cause, which right is exercisable without penalty at any time after the cessation and conversion of Class B membership, upon not more than ninety (90) days written notice to said Managing Agent; and
- (g) to do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Master Deed, to:
- (1) fix the amount of the annual assessment against each Dwelling at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty

(30) days in advance of each annual assessment period; and

- (3) file an assessment lien and foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance as set forth in the Master Deed and specifically on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded or insured, as provided in Article XIV hereof;
- (g) cause the Common Area and Common Elements to be maintained; repaired and replaced; and
- (h) cause the Dwelling to be maintained, repaired and replaced according to the Master Deed in a uniform manner.
- (i) fix an amount for any special assessment that the Board of Directors, in its sole discretion, deems necessary in order to meet expenses of operation and management of the Association.
- (j) perform all obligations imposed by the Act as to property subject to the Master Deed.



**ARTICLE VIII**  
**OFFICERS AND THEIR DUTIES**

Section 1.     Enumeration of Offices.     The officers of this Association shall be a president, vice president and secretary, who shall, at all times, be Members of the Board of Directors; and a treasurer and such other officers as the Board may from time to time by resolution create

Section 2.     Election of Officers.     The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3.     Term.     The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless he or she shall sooner resign, shall be removed, or otherwise disqualified to serve.

Section 4.     Special Appointments.     The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5.     Resignation and Removal.     Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of 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.

Section 6.     Vacancies.     A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7.     Multiple Offices.     The offices of vice president, secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8.     Duties.     The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and absent some resolution from the Board of Directors specifying otherwise shall co-sign all checks and promissory notes.

Vice President

- (b) The vice president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; absent some resolution from the Board of Directors specifying otherwise shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

**ARTICLE IX**  
**COMMITTEES**

After the first annual meeting where Members elect the Directors, as provided in these By-Laws, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X**  
**BOOKS AND RECORDS**

The books, records, and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member. The Master Deed, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI**  
**ASSESSMENTS**

Section 1. General. As more fully provided in the Master Deed, each Owner/Member is obligated to pay to the Association annual, special and specific assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within twenty (20) days after the due date, a late charge of \$25.00 shall be added to it and the assessment shall bear interest from the date of delinquency at the then prevailing legal rate of interest charged by courts of law in South Carolina until such delinquencies have been paid, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area and Common Elements or abandonment of his or her Dwelling.

Section 2. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. The annual budget shall provide for a reserve for contingencies for the year and a reserve for capital expenditures, in reasonable amounts as determined by the Board.

Section 3. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records of the receipts and expenditures of its operation, specifying and itemizing the expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

Section 4. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Properties, the Common Area or Common Elements, other than a lien against only a particular Dwelling owned by one Member. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 5. Forbearance. The Association shall have no authority to forebear the payment of assessments by any Owner.

#### **ARTICLE XII** **CONTRACTUAL POWERS**

No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm or association in which one or more of the Directors of the Association are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or her votes are counted, if the circumstances specified in either of the following subparagraphs exists:

- (a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or
- (b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

**ARTICLE XIII**  
**INDEMNIFICATION**

Section 1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, the Board and Declarant, against all contractual and other liabilities to others arising out of contracts made by or other act of such directors, Board, officers, committee members, or Declarant, on behalf of the Owners, or arising out of their status as directors, Board, officers, committee members, or Declarant unless any such contract or act is contrary to the provisions of the laws of the State of South Carolina, the Master Deed or these By-Laws or shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgment paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member or Declarant, may be involved by virtue of such persons being or having been such directors, officer, Board, committee member or Declarant; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Declarant; or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, Board, officer, committee member or Declarant.

Section 2. Success on Merits. To the extent that the Declarant or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he, she or it shall be indemnified against expenses (including attorneys' fees) actually and reasonable incurred by him in connection therewith.

Section 3. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the

Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of any undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article XIII.

Section 4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising by special assessment or otherwise, any sums required to discharge its obligations under this article. Every agreement made by the directors, Board, officers, members of such committees, Declarant or by the Managing Agent on behalf of the Owners shall provide that the directors, Board, officers, members of such committees, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder. The indemnification provided by this Article XIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to Declarant and any person or entity who has ceased to be Declarant or a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns such person or entity.

**ARTICLE XIV**  
**MISCELLANEOUS**

Section 1. Fidelity Bond. The Board shall require (1) that all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association shall furnish fiduciary insurance coverage which covers the maximum amount of funds that will be in custody of the Association plus the Association reserve funds, the premium cost of which will be paid by the Association and (2) that all management companies who either handle or are responsible for funds held or administered by the Association shall furnish a fidelity bond or fidelity insurance coverage to the Association which covers the maximum amount of Association funds and the Association reserves that will be in the custody of the management company, the premium cost of which will be paid by the Association, and shall at all times maintain a separate account for each reserve fund, for the total operating funds of the Association managed by the management company and for all other

monies of the management company. The management company may hold all operating funds of the Association which it manages in a single operating account but shall at all times maintain records identifying all monies of each Association on such operating account.

Section 2.      Applicability of Documents to Lessees of a Dwelling.  
The Master Deed, By-Laws, and other Rules and Regulations of the Association shall be applicable to any person leasing the Dwelling and shall be deemed to be incorporated in any lease for any Dwelling on the Properties, and shall also apply to any occupant, invitee or licensee on any Dwelling.

**ARTICLE XV  
CORPORATE SEAL**

The Association shall have a seal in circular form, having within its circumference the words: **BIRCH-N-COPPICE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE XVI  
AMENDMENTS**

Section 1.      These By-Laws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2.      In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Master Deed and these By-Laws, the Master Deed shall control.

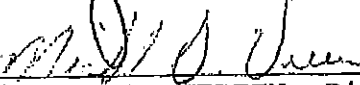
**ARTICLE XVII  
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, the Directors of **BIRCH-N-COPPICE HOMEOWNERS' ASSOCIATION, INC.**, have hereunto set our hands, this 27<sup>th</sup> day of March, 2007

  
MICHAEL STEVEN VEREEN, II, Director

  
JARRETT L. VEREEN, Director

  
Michael S. VEREEN, Director

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of **BIRCH-N-COPPICE HOMEOWNERS ASSOCIATION, INC.**, a South Carolina corporation, and that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 27<sup>th</sup> day of March, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Association, this 27<sup>th</sup> day of March, 2007.

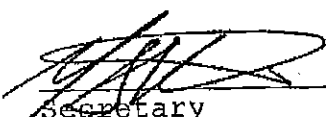
  
Secretary



Exhibit "E"

PLOT PLAN

In accordance with Code Section 27-31-110, Code of Laws of South Carolina (1976), as amended, Declarant, Birch-N-Coppice Development, LLC, has caused a plot plan to be prepared by Robert A. Warner & Associates, dated November 29, 2006, entitled "Building 8 As-Built Survey and Phase Plat for Phase 8, Birch-N-Coppice", which shows the vertical and horizontal location of the Buildings and other improvements situate upon the property described in Exhibit "A", being submitted, and made subject, to the Horizontal Property Act of South Carolina by the Declarant. Said plot plan has been filed in Plat Book 223 at Page 11, records of Horry County, South Carolina.

Exhibit "F"

Plot Plan, Floor Plan, Dwelling and General and Limited  
Common Element Description

Exhibit "F" incorporates into this Master Deed a set of Floor Plans of the buildings and Dwellings, which collectively show graphically the dimensions, area and location of the Dwellings Limited Common Elements and the Common Elements appurtenant thereto and affording access to each Dwelling. These documents are hereinafter collectively called the Regime Plans. The Floor Plans are recorded in Condominium Plat Book 223, at Page 225, records of Horry County, South Carolina.

The Floor Plans were prepared by Miller Design Services, and last revised February 27, 2007. The aforesaid Floor Plans include a cover page entitled "Multi-Family Residences for Birch-N-Coppice, 100 Birch-N-Coppice Drive, Units #1 thru #12/Bldg. 8 - Phase 8, Surfside, South Carolina" for Birch-N-Coppice Development, LLC, page A-1 entitled "Ground Level Floor Plan", Page A-2, entitled "Second Level Floor Plan", Page A-3 entitled "Third Level Floor Plan, Page A-4 entitled "Exterior Elevations" and Page A-5 entitled "Exterior Elevations". Also specifically incorporated within the Floor Plans by reference are the documents listed under the contents portion on the cover page, referenced hereinabove.

The Floor Plans shall control as to the dimensions of each building and the Dwellings contained therein. Said Exhibit further includes the following: Within Phase I there is one building which contains twelve Dwellings. Each Dwelling is also designated as either Type A, B, or C on the Floor Plans. All Dwellings with the same letter designations shall have similar floor plans and square footage. The letter designation of the Dwellings as shown on the Floor Plans will not be used to identify or describe legally or otherwise the Dwelling, but, rather, is used to identify the type of Dwelling.

As set forth above, all Dwellings are designated as either an A, B, or C type Dwelling on the Floor Plans. Within Building 8, there are six (6) Type A Dwellings (1, 4, 5, 8, 9 and 12), four (4) Type B Dwellings (2, 3, 6 and 7) and two (2) Type C Dwellings (10 and 11). An A type Dwelling contains a master bedroom, two (2) additional bedrooms, two

(2) bathrooms, closets, a utility room, a kitchen, a dining room, a living room, a covered porch and a storage room, all graphically shown on the Floor Plans referenced hereinabove. A B type Dwelling contains a master bedroom, two (2) additional bedrooms, two (2) bathrooms, closets, a utility room, a kitchen, a dining room, a living room, a covered porch and a storage room, all graphically shown on the Floor Plans referenced hereinabove. A C type Dwelling contains a master bedroom, a bedroom, two (2) bathrooms, closets, a utility room, a kitchen, a dining room, a living room, a covered porch and a storage room, all graphically shown on the Floor Plans referenced hereinabove.

Each Dwelling has an entrance door opening onto a walkway, as shown on the Floor Plans, which walkway is a Common Element to the Dwelling to which it is attached. Also, all landscaped areas around the exterior boundaries of the building shall constitute Common Element. Parking is provided in front of the building, as shown on the As-Built Survey

As to each Dwelling, all built in kitchen appliances, the refrigerator, air conditioning Dwellings and condensers, and hot water heaters located in each Dwelling or serving each Dwelling are part of the Dwelling in which they are located and are not Common Elements. In addition, the air handling Dwellings which serve each Dwelling are part of the Dwelling and are not Common Elements, notwithstanding that they are located outside of the Dwelling. Reference to Dwelling or areas as Common Elements or areas as Limited Common Elements in this exhibit shall be in addition to and read in conjunction with the further designations of the word Dwelling, Common Elements, and Limited Common Elements, as set out in other portions of this Master Deed, and the Survey and Plans making up the balance of this Exhibit "F". This Exhibit "F" shall be amended if additional phase shall become part of the Horizontal Property Regime in accordance with the terms of this Master Deed.



February 27, 2007

Ms. Kimberly R. Hammer  
McCutchen, Mumford, Vaught, O'Dea & Geddie, PA  
442 Main Street  
North Myrtle Beach, SC 29582

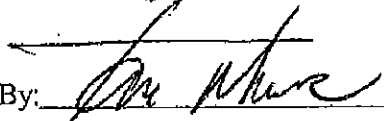
Re: Birch-N-Coppice Condominiums  
Units 1-12  
100 Birch-N-Coppice Drive  
Building VIII, Phase VIII  
Surfside, SC

Dear Ms. Hammer:

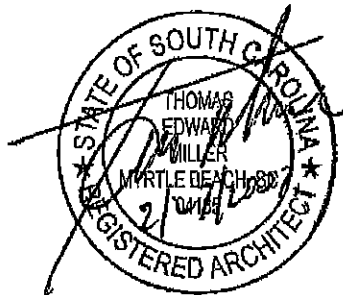
The attached plans, consisting of six (6) pages, originally designed and dated February 10, 2005 have now been dated to reflect the current date, February 27, 2007. After inspecting the said dwelling compared to the corresponding plans, I have concluded that the said dwelling fully depicts, within reasonable construction tolerance, the layout, location, unit numbers, street identification and dimensions of the said building and dwellings contained therein.

Should you have any questions or concerns, please do not hesitate to call.

Miller Design Services

By:   
Date: 2/27/07

State of South Carolina  
Architectural Registration No: 04135



FIRST SUPPLEMENT  
TO THE  
MASTER DEED FOR  
BIRCH-N-COPPICE HORIZONTAL PROPERTY REGIME

THIS FIRST SUPPLEMENT TO THE MASTER DEED FOR BIRCH-N-COPPICE HORIZONTAL PROPERTY REGIME, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws as amended ("Horizontal Property Act") is made and executed this 28th day of March, 2007, by Birch-N-Coppice Development, LLC, ("Declarant").

WITNESSETH:

WHEREAS, Declarant, heretofore executed and caused to be recorded that certain Master Deed for Birch-N-Coppice Horizontal Property Regime ("Master Deed") dated March 27, 2007, and recorded in the Office of the Register of Deeds for Horry County on March 28, 2007, in Deed Book 3232 at Page 1195; and

WHEREAS, the aforesaid Master Deed, as amended, provides in Article 1 that the Declarant has the right to subject additional land and/or phases to the Master Deed without the consent of any other owner to extend the overall scheme of the development to such property and to thereby subject such additional property to the benefits, agreements, restrictions and obligations set forth therein.

WHEREAS, Declarant pursuant to the terms and conditions of the aforesaid Declaration and Master Deed and related documents herein and hereby amends the Declaration and Master Deed and related documents as set out herein for the purpose of submitting Phase 7, described hereinbelow, to the Master Deed for Birch-N-Coppice Horizontal Property Regime.

NOW, THEREFORE, DECLARANT HEREBY PUBLISHES AND DECLARES that the Master Deed for Birch-N-Coppice Horizontal Property Regime dated March 27, 2007, and recorded in the Office of the Register of Deeds for Horry County on March 28, 2007, in Deed Book 3232 at Page 1195 and as amended, is hereby further amended as follows in order to incorporate the land constituting Phase 7 of the Birch-N-Coppice Horizontal Property Regime into Master Deed for Birch-N-Coppice Horizontal Property Regime:

(1) Article 1, of the Master Deed, entitled "Property" and Exhibit "A", of the Declaration and Master Deed, are hereby amended to add thereto the following described additional land together with all buildings and other improvements thereon which are hereby submitted to the Master Deed:

See Exhibit A-1 which is attached hereto and incorporated herein by reference, for a complete description of the additional property being submitted herein.

(2) Exhibit B of the Master Deed is amended to add thereto the following:

Instrument#: 2007000046829, DEED BK:  
3233 PG: 101 DOCTYPE: 069 03/30/2007 at  
02:14:27 PM, 1 OF 12, EXEMPT, BALLERY  
V. SKIPPER, HORRY COUNTY, SC  
REGISTRAR OF DEEDS

Annexed hereto and made a part hereof as Exhibit B is a table of the statutory values and percentage of ownership interests, which reflects the addition of Phase 7 to the Birch-N-Coppice Horizontal Property Regime.

(3) Exhibit E of the Master Deed is amended to add thereto the following:

Annexed hereto and made a part hereof as Exhibit E-1 is a Plot Plan which reflects the addition of Phase 7 to the Birch-N-Coppice Horizontal Property Regime.

(4) Exhibit F of the Master Deed is amended to add thereto the following:

Annexed hereto and made a part hereof as Exhibit F-1 is a Floor Plan, Unit and General and Limited Common Element Description, which reflects the addition of Phase 7 to the Birch-N-Coppice Horizontal Property Regime.

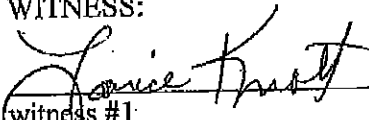
(5) Further annexed hereto is the certification required by Section 27-31-110 of the Code of Laws of the State of South Carolina (1976), as amended.

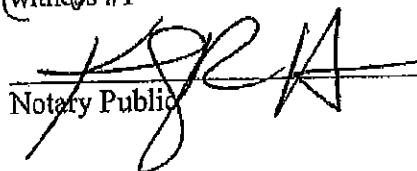
(6) Except as amended herein, all of the provisions of the Master Deed, as amended, are reaffirmed and remain unchanged.

(7) The said Master Deed is further amended in all particulars generalities and references so as to reflect and include the submission of and the intent to submit Phase 7 to Birch-N-Coppice Horizontal Property Regime and to reserve the right to submit the remaining Phases, or any of them to the Birch-N-Coppice Horizontal Property Regime.

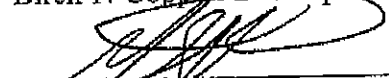
IN WITNESS WHEREOF, Declarant has executed this First Supplement to the Master Deed for Birch-N-Coppice Horizontal Property Regime this 28th day of March, 2007.

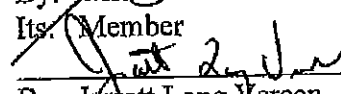
WITNESS:

  
\_\_\_\_\_  
witness #1

  
\_\_\_\_\_  
Notary Public

Birch-N-Coppice Development, LLC

  
\_\_\_\_\_  
By: Michael Steve Vereen, II  
Its: Member


  
\_\_\_\_\_  
By: Jarratt Long Vereen  
Its: Member

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Before me, the undersigned Notary Public, in and for said State, personally appeared Michael Steve Vereen, II and Jarrett Long Vereen, Members, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed same.

Witness my hand and official seal this 28th of March, 2007.



Notary Public for SC

My Commission Expires: 9/11/13

(SEAL)

EXHIBIT "A-1"

ALL AND SINGULAR, all that certain piece, parcel or tract of land, situate, lying and being in Socastee Township, Horry County, South Carolina, and more particularly described as Phase 7 consisting of 0.322 acres, more or less and shown on a plat entitled "Building 7 As Built Survey and Phase Plat for Phase 7, Birch-N-Coppice", prepared by Robert A. Warner and Associates, Inc. and dated November 29, 2006, and recorded in the office of the Register of Deeds for Horry County on March 29, 2007, in Plat Book 223 at Page 234, reference to which is craved as forming a part and parcel hereof



Exhibit "B"

Percentage of Ownership Interest

The Schedule of percentage of undivided interest in the common elements appurtenant to the Units in Birch-N-Coppice Horizontal Property Regime, including Phase 8 & 7, and likewise if Declarant develops future Phases, inclusive is set out below. Also, the Statutory values set out below are for statutory purposes only and have no relationship to the actual value of each Unit.

PHASE 8  
BUILDING 8

UNIT NUMBER	UNIT TYPE	VALUE FOR STATUTORY PURPOSE	PERCENTAGE OF INTEREST IN THE COMMON AREA
1	A	\$223,940.00	4.24%
2	B	\$223,940.00	4.24%
3	B	\$223,940.00	4.24%
4	A	\$223,940.00	4.24%
5	A	\$223,940.00	4.24%
6	B	\$223,940.00	4.24%
7	B	\$223,940.00	4.24%
8	A	\$223,940.00	4.24%
9	A	\$223,940.00	4.24%
10	C	\$199,900.00	3.80%
11	C	\$199,900.00	3.80%
12	A	\$223,940.00	4.24%

PHASE 7  
BUILDING 7

1	A	\$223,940.00	4.24%
2	B	\$223,940.00	4.24%
3	B	\$223,940.00	4.24%
4	A	\$223,940.00	4.24%
5	A	\$223,940.00	4.24%
6	B	\$223,940.00	4.24%
7	B	\$223,940.00	4.24%
8	A	\$223,940.00	4.24%
9	A	\$223,940.00	4.24%
10	C	\$199,900.00	3.80%
11	C	\$199,900.00	3.80%
12	A	\$223,940.00	4.24%

Total \$5,279,400.00 100 %

In addition to Phases 8 and 7 which contain twelve (12) units in each building, additional phases may be added or additional real estate annexed pursuant to Article I of the Master. Declarant

anticipates submitting one (12) unit building in each Phase, but reserves the right to submit more than one building in a phase. As each phase is added, the total statutory value of all phases submitted and comprising Birch-N-Coppice Horizontal Property Regime and the percentage interest of each Unit shall be determined.

In determining the Percentage Interest of each Unit, a formula is employed using the Assigned Value of each Unit set forth in this Exhibit "B", as amended for each phase added, as the numerator and the total Assigned Values of all Units (including the phase being submitted and all phases previously submitted to the Regime) as the denominator. The resulting fraction will then be expressed as a percentage rounded to the nearest .01. The total Assigned Values assigned to each Building that may be constructed and submitted to the Regime as phases 1 through 7, if constructed and submitted, will be in accordance with the following schedule.

Total Assigned Value of Units 1--12 Building 8 and Units 1-12 Building 7 submitted herewith  
\$5,279,400.00

Building 6

Maximum Assigned Values in Unit 1	\$223,940.00
Maximum Assigned Values in Unit 2	\$223,940.00
Maximum Assigned Values in Unit 3	\$223,940.00
Maximum Assigned Values in Unit 4	\$223,940.00
Maximum Assigned Values in Unit 5	\$223,940.00
Maximum Assigned Values in Unit 6	\$223,940.00
Maximum Assigned Values in Unit 7	\$223,940.00
Maximum Assigned Values in Unit 8	\$223,940.00
Maximum Assigned Values in Unit 9	\$223,940.00
Maximum Assigned Values in Unit 10	\$199,900.00
Maximum Assigned Values in Unit 11	\$199,900.00
Maximum Assigned Values in Unit 12	\$223,940.00

Building 5

Maximum Assigned Values in Unit 1	\$223,940.00
Maximum Assigned Values in Unit 2	\$223,940.00
Maximum Assigned Values in Unit 3	\$223,940.00
Maximum Assigned Values in Unit 4	\$223,940.00
Maximum Assigned Values in Unit 5	\$223,940.00
Maximum Assigned Values in Unit 6	\$223,940.00
Maximum Assigned Values in Unit 7	\$223,940.00
Maximum Assigned Values in Unit 8	\$223,940.00
Maximum Assigned Values in Unit 9	\$223,940.00
Maximum Assigned Values in Unit 10	\$199,900.00
Maximum Assigned Values in Unit 11	\$199,900.00
Maximum Assigned Values in Unit 12	\$223,940.00

Building 4

Maximum Assigned Values in Unit 1	\$223,940.00
Maximum Assigned Values in Unit 2	\$223,940.00
Maximum Assigned Values in Unit 3	\$223,940.00
Maximum Assigned Values in Unit 4	\$223,940.00
Maximum Assigned Values in Unit 5	\$223,940.00
Maximum Assigned Values in Unit 6	\$223,940.00

Maximum Assigned Values in Unit 7	\$223,940.00
Maximum Assigned Values in Unit 8	\$223,940.00
Maximum Assigned Values in Unit 9	\$223,940.00
Maximum Assigned Values in Unit 10	\$199,900.00
Maximum Assigned Values in Unit 11	\$199,900.00
Maximum Assigned Values in Unit 12	\$223,940.00
Building 3	
Maximum Assigned Values in Unit 1	\$223,940.00
Maximum Assigned Values in Unit 2	\$223,940.00
Maximum Assigned Values in Unit 3	\$223,940.00
Maximum Assigned Values in Unit 4	\$223,940.00
Maximum Assigned Values in Unit 5	\$223,940.00
Maximum Assigned Values in Unit 6	\$223,940.00
Maximum Assigned Values in Unit 7	\$223,940.00
Maximum Assigned Values in Unit 8	\$223,940.00
Maximum Assigned Values in Unit 9	\$223,940.00
Maximum Assigned Values in Unit 10	\$199,900.00
Maximum Assigned Values in Unit 11	\$199,900.00
Maximum Assigned Values in Unit 12	\$223,940.00
Building 2	
Maximum Assigned Values in Unit 1	\$223,940.00
Maximum Assigned Values in Unit 2	\$223,940.00
Maximum Assigned Values in Unit 3	\$223,940.00
Maximum Assigned Values in Unit 4	\$223,940.00
Maximum Assigned Values in Unit 5	\$223,940.00
Maximum Assigned Values in Unit 6	\$223,940.00
Maximum Assigned Values in Unit 7	\$223,940.00
Maximum Assigned Values in Unit 8	\$223,940.00
Maximum Assigned Values in Unit 9	\$223,940.00
Maximum Assigned Values in Unit 10	\$199,900.00
Maximum Assigned Values in Unit 11	\$199,900.00
Maximum Assigned Values in Unit 12	\$223,940.00
Building 1	
Maximum Assigned Values in Unit 1	\$223,940.00
Maximum Assigned Values in Unit 2	\$223,940.00
Maximum Assigned Values in Unit 3	\$223,940.00
Maximum Assigned Values in Unit 4	\$223,940.00
Maximum Assigned Values in Unit 5	\$223,940.00
Maximum Assigned Values in Unit 6	\$223,940.00
Maximum Assigned Values in Unit 7	\$223,940.00
Maximum Assigned Values in Unit 8	\$223,940.00
Maximum Assigned Values in Unit 9	\$223,940.00
Maximum Assigned Values in Unit 10	\$199,900.00
Maximum Assigned Values in Unit 11	\$199,900.00
Maximum Assigned Values in Unit 12	\$223,940.00
Total Maximum Assigned Values of the Project, if All Phases Remaining Are Constructed and Submitted	<u>\$21,113,600.00</u>

As an example, if Building 6 is added as Phase 6 and submitted after Phase 7, the total Assigned Values in Phase 6 (\$2,639,200.00) would be added to the additional Assigned Values in Phases 8 and 7 (\$5,278,400.00), so that, following submission the total Assigned Values in Phases 8, 7 and 6 would be \$7,917,600.00. To determine the Percentage Interest of the units in Building 6, if Phase 6 is added to Phase 8 and 7 and those three (6) phases constitute the entire Regime, the following formula would be used:

ASSIGNED VALUE \$223,940.00	=	2.83%
ASSIGNED VALUE \$199,900.00	=	2.52%
TOTAL ASSIGNED VALUES \$7,917,600.00		

Exhibit "E-1"

PLOT PLAN

In accordance with Code Section 27-31-110, Code of Laws of South Carolina (1976), as amended, Declarant, Birch-N-Coppice Development, LLC, has caused a plot plan to be prepared by Robert A. Warner & Associates, dated November 29, 2006, entitled "Building 7 As-Built Survey and Phase Plat for Phase 7, Birch-N-Coppice", which shows the vertical and horizontal location of the Buildings and other improvements situate upon the property described in Exhibit "A", being submitted, and made subject, to the Horizontal Property Act of South Carolina by the Declarant. Said plot plan has been filed in Plat Book 223 at Page 224, records of Horry County, South Carolina.

## Exhibit "F-1"

### Floor Plan, Dwelling and General and Limited Common Element Description

Exhibit "F" incorporates into this Master Deed a set of Floor Plans of the buildings and Dwellings, which collectively show graphically the dimensions, area and location of the Dwellings Limited Common Elements and the Common Elements appurtenant thereto and affording access to each Dwelling. These documents are hereinafter collectively called the Regime Plans. The Floor Plans are recorded in Condominium Plat Book 223, at Page 265, records of Horry County, South Carolina.

The Floor Plans were prepared by Miller Design Services, and last revised February 27, 2007. The aforesaid Floor Plans include a cover page entitled "Multi-Family Residences for Birch-N-Coppice, 106 Birch-N-Coppice Drive, Units #1 thru #12/Bldg. 7 - Phase 7, Surfside, South Carolina" for Birch-N-Coppice Development, LLC, page A-1 entitled "Ground Level Floor Plan", Page A-2, entitled "Second Level Floor Plan", Page A-3 entitled "Third Level Floor Plan", Page A-4 entitled "Exterior Elevations" and Page A-5 entitled "Exterior Elevations". Also specifically incorporated within the Floor Plans by reference are the documents listed under the contents portion on the cover page, referenced hereinabove.

The Floor Plans shall control as to the dimensions of each building and the Dwellings contained therein. Said Exhibit further includes the following: Within Phase I there is one building which contains twelve Dwellings. Each Dwelling is also designated as either Type A, B, or C on the Floor Plans. All Dwellings with the same letter designations shall have similar floor plans and square footage. The letter designation of the Dwellings as shown on the Floor Plans will not be used to identify or describe legally or otherwise the Dwelling, but, rather, is used to identify the type of Dwelling.

As set forth above, all Dwellings are designated as either an A, B, or C type Dwelling on the Floor Plans. Within Building 7, there are six (6) Type A Dwellings (1, 4, 5, 8, 9 and 12), four (4) Type B Dwellings (2, 3, 6 and 7) and two (2) Type C Dwellings (10 and 11). An A type Dwelling contains a master bedroom, two (2) additional bedrooms, two (2) bathrooms, closets, a utility room, a kitchen, a dining room, a living room, a covered porch and a storage room, all graphically shown on the Floor Plans referenced hereinabove. A B type Dwelling contains a master bedroom, two (2) additional bedrooms, two (2) bathrooms, closets, a utility room, a kitchen, a dining room, a living room, a covered porch and a storage room, all graphically shown on the Floor Plans referenced hereinabove. A C type Dwelling contains a master bedroom, a bedroom, two (2) bathrooms, closets, a utility room, a kitchen, a dining room, a living room, a covered porch and a storage room, all graphically shown on the Floor Plans referenced hereinabove.

Each Dwelling has an entrance door opening onto a walkway, as shown on the Floor Plans, which walkway is a Common Element to the Dwelling to which it is attached. Also, all landscaped areas around the exterior boundaries of the building shall constitute Common Element. Parking is provided in front of the building, as shown on the As-Built Survey

As to each Dwelling, all built in kitchen appliances, the refrigerator, air conditioning Dwellings and condensers, and hot water heaters located in each Dwelling or serving each Dwelling are part of the Dwelling in which they are located and are not Common Elements. In addition, the air

handling Dwellings which serve each Dwelling are part of the Dwelling and are not Common Elements, notwithstanding that they are located outside of the Dwelling. Reference to Dwelling or areas as Common Elements or areas as Limited Common Elements in this exhibit shall be in addition to and read in conjunction with the further designations of the word Dwelling, Common Elements, and Limited Common Elements, as set out in other portions of this Master Deed, and the Survey and Plans making up the balance of this Exhibit "F". This Exhibit "F" shall be amended if additional phases shall become part of the Horizontal Property Regime in accordance with the terms of this Master Deed.



February 27, 2007

Ms. Kimberly R. Hammer  
McCutchen, Mumford, Vaught, O'Dea & Geddie, PA  
442 Main Street  
North Myrtle Beach, SC 29582

Re: Birch-N-Coppice Condominiums  
Units 1-12  
106 Birch-N-Coppice Drive  
Building VII, Phase VII  
Surfside, SC

Dear Ms. Hammer:

The attached plans, consisting of six (6) pages, originally designed and dated February 10, 2005 have now been dated to reflect the current date, February 27, 2007. After inspecting the said dwelling compared to the corresponding plans, I have concluded that the said dwelling fully depicts, within reasonable construction tolerance, the layout, location, unit numbers, street identification and dimensions of the said building and dwellings contained therein.

Should you have any questions or concerns, please do not hesitate to call.

Miller Design Services

By: 

Date: 2/27/07

State of South Carolina  
Architectural Registration No: 04135

