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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

MASTER DEED FOR
CAMBRIDGE LAKE HORIZONTAL PROPERTY REGIME

THIS Master Deed made this 24th day of February, 2003, by Cambridge Two, LLC, a South Carolina Limited Liability Company (hereinafter referred to as the "Developer"), which does hereby declare as follows:

Developer submits the Property in Charleston County, State of South Carolina, described herein and on Exhibit A attached hereto and made a part hereof, including the improvements now or hereafter thereon, to the provision of the Horizontal Property Act, Section 27-31-10, et seq., South Carolina Codes of Laws, 1976, (the "Act"), the provisions of which, unless expressly provided otherwise herein, are incorporated herein by reference and form a part of this Master Deed, for the specific purpose of creating and establishing the Cambridge Lake Horizontal Property Regime (the "Condominium"). Reference is also made to other provisions of this Master Deed and the land survey and plot plans for a description of the private elements dimensions, floor area and location of each Apartment, the location and approximate dimensions of the Common Elements, and other information required by the Horizontal Property Act, such land survey and plot plans being attached hereto as Exhibit "B" and made a part hereof (herein collectively referred to as the "Plans").

NOW THEREFORE, the Developer hereby makes the following Declarations, and specifies that the provisions hereof shall constitute covenants running with the land and shall be binding upon the Developer, its successors and assigns and all subsequent purchasers of all or any part of the Property together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

(1) PURPOSE

The purpose of the Master Deed is to submit the Property to the condominium form of ownership and use in the manner provided by the Act and the Property as that term is defined in Paragraph 5(n) hereof, is hereby submitted to the condominium form of ownership as provided for in the Act.

(2) NAME

The name by which this Condominium is to be identified is Cambridge Lake Horizontal Property Regime (the "Condominium").

(3) ADDRESS

The addresses of the Property are as follows:

Units 1403 – 1609 1403-1609 Cambridge Lake Drive, Mt. Pleasant, SC

(4) THE IMPROVEMENTS

The improvements constructed on said Property are the improvements set forth and described in Exhibit "B".

(5) DEFINITIONS

The terms used herein and in the Charter and By-Laws shall have the meaning stated in the Act and as follows:

- (a) "Act" means the Horizontal Property South Carolina Code of Laws 1976, Section 27-31-10, et. Seq.
- (b) "Charter" means the Charter of the Association, recorded in the RMC Office of Charleston County, South Carolina.
- (c) "Association" means the Cambridge Lake Condominium Homeowners Association, Inc., a South Carolina non-profit corporation.
- (d) "Board" means the Board of Directors of the Association. The Board is the form of administration of the Condominium Property.
- (e) "Building" means each building of the Condominium.
- (f) "By-Laws" means the duly adopted By-Laws of the Association.
- (g) "General Common Elements" means common areas and facilities as defined in said Act and shall include all parts of the Condominium Property not included within the Apartment boundaries as described in Paragraph 6(2) hereafter, and the tangible personal property required for the maintenance and operation of the Condominium. There being no "Limited Common Elements" established by this Master Deed, the General Common Elements shall be hereafter referred to as "Common Elements".
- (h) "Common Expenses" includes those as defined by the Act, together with the expense for which the Co-Owners are liable to the Association, actual or estimated, pursuant to the By-Laws and expenses determined to be Common Expenses by the Board.
- (i) "Condominium" means Cambridge Lake Horizontal Property Regime.

- (j) "Condominium Documents" means the Master Deed of Cambridge Lake Horizontal Property Regime, the Charter of Cambridge Lake Condominium Homeowners Association, Inc., and its By-Laws, as they may be amended from time to time.
- (k) "Land" is the real property described in Exhibit "A" which is hereby submitted to the condominium form of ownership.
- (l) "Majority of Co-Owners" means fifty one percent (51%) or more of the basic value of the Property as a whole, in accordance with the percentages computed in accordance with the provisions of Paragraph 6(4).
- (m) "Member" means a member of the Association. Membership in the Association shall be confined to those persons who hold a fee-type ownership interest in any Apartment.
- (n) "Developer" means Cambridge Two, LLC, a South Carolina Limited Liability Corporation, and its respective successors and assigns, but the term shall not include persons who purchase individual Apartments from Al Estee.
- (o) "Plans" means all drawings and specifications in the plot and floor plans and other plans attached as Exhibit "B".
- (p) "Property" means and includes the land described in the attached Exhibit "A", together with all improvements and structures now existing or hereafter placed hereon, all easements, rights and appurtenances thereto, and all personal property now provided by the Developer and intended for use in connection therewith, but does not include the furniture, if any, located in any Apartment presently leased or owned by the Developer.
- (q) "Utility Service" shall include, but not be limited to, electric power, water, heating, air conditioning, garbage, and sewage disposal and any other governmental or public utility assessment, fee or bill.
- (r) "Apartment" means as defined by the said Act, and shall include the elements of a condominium which are not owned in common with the Co-Owners. The boundary lines of each Apartment are as set out in Paragraph 7 hereafter.
- (s) "Co-Owner" means as defined by said Act and shall include his heirs, successors and assigns and shall include the Developer as to those Apartments of which it is the Owner of record.
- (t) "Rules and Regulations" means the duly adopted rules and regulations adopted by the Board for the use of the Condominium Property.
- (u) Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

(6) DESCRIPTION OF THE BUILDINGS AND COMMON ELEMENTS

- (1) Building: Five (5) buildings (Buildings "A" - "E") have been constructed primarily of brick veneer construction, on concrete footings, with brick exterior walls. Each building is described as to location, dimensions, type and number of rooms in each Apartment on the Plans.
- (2) Common Elements: The Common Elements of the Condominium shall include the Common Elements and facilities located substantially as shown on the Plans. Such Common Elements and facilities will include the following:
- (a) The parcel of land shown in Exhibit "A" attached hereto; and
 - (b) Those portions of the Buildings not otherwise herein defined as being embraced within the Five (5) buildings (Buildings "A" - "E"), including but not limited to the foundation, roofs, floors, ceilings, perimeter walls of Apartments, loading bearing interior walls and partitions, walls enclosing common pipe chases and other common facilities, stoops, laundry rooms, meter and machinery rooms, recreation areas, swimming pool and cabana area, stairways, entrance and exit or communication ways, balconies, pipe, wires, and public utility lines, including the space actually occupied by the above, all as are more particularly shown in Exhibit "B" insofar as practical; and
 - (c) All improvements to the premises constructed such as utilities, walkways, plants, trees, shrubbery, yards, lawns, gardens, swimming pool, playgrounds, etc., located on said parcel of land; and
 - (d) Parking facilities as shown on the Plans, or added at a later date; and
 - (e) All other elements of each Building, not included within the boundary of each Apartment, constructed on the aforesaid parcel of land, nationally of common use or necessary to its existence, upkeep and safety and, in general, all other devices or installations existing for common use; and
 - (f) The assets of Cambridge Lake Condominium Homeowners Association, Inc. (a non-profit corporation organized for the purpose of providing and entity [the Board] for the administration of the Condominium); and
 - (g) An easement for support in every portion of an Apartment which contributes to the support of each Building; and
 - (h) An easement for the furnishing of utility services to more than one Apartment or to the Common Elements or to an Apartment other than the one containing the installation, which installation shall

include conduits, ducts, plumbing, wiring and other facilities for the rendering of such services; and

- (i) An easement in common with others for ingress and egress, by vehicle or on foot, in, to upon, and over all roads, walks and passageways located on the Property; and
 - (j) An easement for the placement and maintenance of all roadways and utilities, including sewer, electricity and telephone lines, pipes sewers and conduits, in and through the Property, including the right of access thereto, such easements being in common with and subject to the terms and conditions of all easements and rights of way heretofore granted by Developer to companies furnishing utility service to the Property.
- (3) Encroachments: If any portion of the Common Elements now encroaches upon any Apartment, or if any Apartment now encroaches upon any other Apartment or upon any portion of the Common Elements as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of a building, a valid easement for the encroachment and for the maintenance of the same, so long as the building stands, shall exist. In the event of the building, Apartment, any adjoining Apartment, or any adjoining Common Element shall be partially or totally destroyed as a result of fire, or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, and easement for encroachments of parts of the common Elements upon any Apartments or of any Apartment upon any other Apartment or upon any portion of the Common Elements due to such construction and maintenance thereafter shall exist so long as the building shall stand.
- (4) Determination of the Percentages of Ownership in Common Elements, Common Expenses: Common Expenses shall be charged to the Co-Owners according to the percentages of undivided interests in the Common Elements appertaining to each Apartment and its Owner as set forth on Exhibit "C" attached hereto and made a part of hereof. These percentages are based on the number of Apartments at the date of this Master Deed. The total percentage of the undivided interests of all of the Apartments equals one hundred (100).
- (5) To the extent attributable to Common Elements and administration of the Condominium and the Association, funds for the payments of current expenses, and for the creation of reserved for the payment of future expenses, including certain improvements, replacements and additions and such other reserve requirements as may be accepted by the Association, shall be Common Expenses and shall be obtained by assessments against the Co-Owners in proportion to their percentage interests in the Common Elements.
- (6) The Developer reserved the right, so long as it is the Owner of any unsold Apartments, to change the price of such Apartment or Apartments. However, no change in the price for such Apartment or Apartments will vary the percentage of the estimated annual Common Expenses for such Apartment or

its percentage of interest in the Common Elements or its obligations in connection therewith.

(7) APARTMENTS

The Developer, in order to implement Condominium ownership for the Property, covenants and agrees to, and hereby does, subdivide the Property vertically and horizontally into the following Freehold Estates:

- (1) One Hundred Four (104) separate Apartments, together with the shares in the Common Elements appurtenant to each Apartment, as shown graphically in the Plans. Said Exhibit "B" delineates the dimensions of each Apartment at floor level, the elevation of all floors and ceilings from USC and GS data, the location and dimensions of the perimeter walls, and the location, dimensions and area of each Apartment with reference to established geographical points. Each of the said One Hundred Four (104) Apartments consist of the following private elements:
- (a) The volumes or cubicles of space enclosed by the vertical plane of the unfinished interior surfaces of perimeter walls and the horizontal plane of the unfinished surfaces of the Apartment's floors and ceiling.
 - (b) All interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting, however, load bearing walls;
 - (c) The finished surfaces of the floor, ceiling and perimeter walls and the decorated surfaces of interior load bearing walls, consisting of, as the case may be, wallpaper, paint, plaster, carpeting, tiles, and any and all other finishing materials affixed or installed as a part of the physical structure of the Apartment; and
 - (d) All interior doors, the main entrance door, window panes, window frames, window screens and frames, light fixtures, installed bathroom and kitchen appliances, stove, cabinets, refrigerator, sink and piping in connection therewith.
 - (e) The spaces (and the improvements within such spaces) containing water heating, heating and air conditioning systems and apparatus and all electrical switches, wiring, pipes, ducts, conduits, television, telephone, and electrical receptacles and boxes serving that Apartment exclusively, whether located within or without the boundaries of the Apartment.

Nothing in this Section shall be construed as limiting in any way the right of the Association or a mortgagee from performing maintenance on, or making repairs or improvements to the said walls, provided such maintenance, repairs or improvements are authorized by the Master Deed or By-Laws. Maintenance shall be as provided for in Paragraph

12 hereafter. No Co-Owner shall have the right to remove, alter, remodel or in any way endanger the structural soundness of any wall.

(8) **CHANGES**

The Developer reserves the right to change the interior design arrangement of all Apartments, so long as the Developer owns the Apartments so altered. Any such change shall be reflected by an amendment to this Master Deed which may be executed by the Developer alone, notwithstanding the procedures for amendment described in Paragraph 24 of the Master Deed. However, no such change shall increase or decrease the number of Apartments nor alter the percentage share in the Common Elements allocated to each Apartment without amendment of this Master Deed in the manner described in Paragraph 24(2) hereof.

(9) **THE ASSOCIATION'S EASEMENTS**

Developer hereby reserves for and grants to the Association for the benefit of its Members, their guests and lessees, the following easements, rights and privileges;

- (a) An easement for support in every portion of an Apartment which contributes to the support of each Building; and
- (b) An easement for the furnishing of utility services to more than one Apartment or to the Common Elements or to an Apartment other than the one containing the installation, which installation shall include conduits, ducts, plumbing, wiring and other facilities for the rendering of such services; and
- (c) An easement in common with others for ingress and egress, by vehicle or on foot, in, to upon, and over all roads, walks and passageways located on the Property; and
- (d) An easement for the placement and maintenance of all roadways and utilities, including sewer, gas, electricity and telephone lines, pipes, sewers and conduits, in and through the Property, including the right of access thereto, such easements and rights of way heretofore granted by Developer to companies furnishing utility service to the Property.

(10) **IDENTIFICATION**

Each Apartment is assigned a number and letter which is indicated on the Plans, and is described as to Apartment number, building location, dimensions, and other data necessary for its proper identification on the Plans.

(11) **APARTMENTS SUBJECT TO MASTER DEED,
BY-LAWS, RULES & REGULATIONS**

The acceptance of a deed or conveyance or the entering into a lease or the entering into of occupancy of any Apartment shall constitute an agreement that the provisions of this Master Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time,

are accepted and ratified by such Co-Owner, tenant, or occupant to the extent that each provision hereof is applicable thereto, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time and interest or estate in such Apartment, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

(12) EXCLUSIVE OWNERSHIP

Each Co-Owner shall have exclusive ownership and possession of his Apartment. He shall have an undivided interest in the Common Elements in the percentages expressed in this Master Deed and as set forth in Exhibit "C", which percentages of undivided interest of each Co-Owner shall have a permanent character and shall not be altered without the consent of all Co-Owners expressed in an amended Master Deed duly recorded. The percentage of undivided interest in the Common Elements shall not be separated from the Apartment to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Apartment even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Co-Owner shall use the Common Elements in accordance with the purpose for which the same are intended, without hindering or encroaching upon the lawful rights of the other Co-Owners.

(13) ENFORCEMENT

Failure of any Co-Owner to comply strictly with the provisions of this Master Deed, and the By-Laws and the Rules and Regulations, shall be grounds for an action to recover sums due, or damages, or injunctive relief or any or all of them. Such actions may be maintained by the Association on its own behalf or on behalf of the Co-Owners aggrieved. In case of flagrant or repeated violation by a Co-Owner, he may be required by the Association to give sufficient surety or sureties for his future compliance with the provisions of this Master Deed, the By-Laws and the Rules and Regulations. Nothing herein contained shall prevent, in a proper case, an independent action by an aggrieved Co-Owner for such relief.

(14) MAINTENANCE

- (1) **Association Maintenance:** The Association, as a Common Expense, shall maintain, repair and replace if necessary the following:
- (a) All portions of the Common Elements.
 - (b) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained within an Apartment, but which service part or parts of the Condominium other than the Apartment within which contained.

The Association may enter into a contract with any firm, person or corporation, or may join with other entities in contracting for the maintenance and repair of the Common Elements any may delegate to such agent all or any portion of the powers and duties of the Association, except such as are specifically required by the Condominium Documents to have the approval of the Members of the Association; provided, however, that any such contract shall be cancelable on ninety (90) days written notice, with or without payment of a fee.

- (2) Co-Owners Maintenance: Each Co-Owner shall maintain his Apartment and the interior thereof in good tenantable condition and repair, and shall repair, maintain and replace if necessary the following:
- (a) The fixtures and equipment in his Apartment, including the refrigerator, stove, fans, and all other appliances, drains, plumbing fixtures and connections, sinks, and plumbing within the Apartment, electric panels, wiring, outlets, and electric fixtures within the Apartment; window panes, screening and glass; the painting of the interior doors and interior wall surface shall be the responsibility of the Apartment Owner, and all wall coverings and carpeting within an Apartment. The cleaning or washing on both the exterior and interior surfaces of all windows shall be the responsibility of the Co-Owners.
 - (b) The plumbing, heating, ventilation, air-conditioning and electrical systems serving only that Apartment, whether located within or without the boundary of the Apartment including the heating and air conditioner systems, hot water heaters, fuse boxes, wiring, fireplace flues and all other plumbing, electrical, gas or mechanical systems. In the event any such system or a portion thereof is within another Apartment or requires access to another Apartment the repair, maintenance or replacement thereof shall be performed by the Association, and the costs thereof shall constitute an assessment against the Co-Owner responsible therefor.
- (3) Apartment Owner's Covenants: Each Apartment Owner agrees as follows:
- (a) To perform all maintenance, repairs and replacements which are his obligation under Section 12(2) hereof.
 - (b) To pay for all of his utilities, including electricity, gas, and telephone used within his Apartment and all taxes levied against his Apartment.
 - (c) Not to make, or cause to be made, any repairs to any plumbing, heating, ventilation or air conditioning systems located outside his Apartment, but required to be maintained by him under Section 12(2)(b) hereof except by licensed plumbers or electricians authorized to do such work by the Association or its delegate.
 - (d) Not to make any addition or alteration to his Apartment or to the Common Elements or do any act that would impair the structural soundness or safety or any part of the Condominium Property. Structural alterations within an Apartment may be made only with the written consent of the Association.
 - (e) To make no alterations, additions, improvements, decoration, repair, replacement or change to the Common Elements, or to any outside or exterior of any building, specifically including, but not

limited to, painting the exterior bricks, exterior doors, or affixing out-shutters to windows.

- (f) To allow the Association its delegates, agents, or employees at all reasonable times to enter into any Apartment for the purpose of maintaining, inspecting, repairing, or replacing Common Elements; or for repairing, maintaining, or replacing plumbing, heating, ventilation or air conditioning systems located within such Apartment, but serving other parts of the Condominium Property; or in order to determine in case of emergency, the circumstances threatening Apartments or Common Elements and to correct the same; or, to determine compliance with the provisions of the Condominium Documents.
- (g) To promptly report to the Association any defects or all needed repairs for which the Association is responsible.
- (4) Facade: The Association shall be responsible for the maintenance of the exterior perimeter wall and the entrance door to each Apartment. No Co-Owner shall paint any exterior brick or wood surface.
- (5) Repairs: The Association shall be responsible for the maintenance, repair, and replacement of the Common Elements, provided, that if any repairs or replacements are made necessary because of abuse or negligent use thereof by a Co-Owner the cost of such repair or replacement may be assessed again such Co-Owner.

(15) DECORATING

Each Co-Owner shall furnish and be responsible for, at his own expense, of all the decorating in his own Apartment from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating of both the walls and doors. The use of any the covering of the interior surfaces of the windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject of the Rules and Regulations of the Association.

(16) ASSESSMENTS

- (1) Creation of the Lien and Personal Obligation of Assessments: All assessments shall be payable to the Association. The Developer, for each Apartment owned by it, shall pay and each Co-Owner, by acceptance of the deed to such Apartment, covenants and agrees to pay:
- (a) An annual assessment in an amount which equals a proportionate share of the Common Expenses, such share being the same as such Co-Owner's percentage of ownership in the Common Elements as set forth in Exhibit "C" hereof;

- (b) Supplemental assessments if required by the Board of Directors of the Association in accordance with the By-Laws of the Association; and
- (c) Special assessments for capital improvements fixed, established and collected from time to time as hereinafter provided.

The annual, supplemental and special assessments, together with interest thereon and costs of collection thereof, shall be charged against, and the Association shall have therefor a continuing lien upon, each Apartment against which such assessment is made. Such lien shall also secure all assessments which come due thereafter until the lien is satisfied. Each Co-Owner shall be liable for his portion of each assessment coming due while he is the owner of an Apartment, and his successor in title shall be jointly and severally liable with the grantor for such portion thereof as may be due and payable at the time of a conveyance of, but without prejudice to the rights of such successor to recover from the grantor the amounts paid by such successor as such joint debtor. If a mortgagee of record obtains title to such Apartment as a result of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of the annual and special assessments by the Association pertaining to such Apartment or chargeable to the former Co-Owner which became due prior to the acquisition of title as a result of the foreclosure. Such unpaid share of the annual and special assessments shall be deemed to be a Common Expense collectable from all the remaining Co-Owners including such acquirer, his successors and assigns. The Association shall, immediately upon foreclosure or other arrangement in lieu of foreclosure, satisfy and release its assessment lien of record.

- (2) Priority of Lien: The lien against any Apartment for assessments in favor of the Association shall be prior and superior to all other liens except any lien for taxes, the lien of any mortgage or any other lien recorded prior to the time of recording of the claim of the Association's lien. The sale or transfer of any Apartment shall not affect the assessment lien; provided, however, that upon the sale or transfer of any Apartment pursuant to foreclosure of a mortgage or by means of a deed in lieu of foreclosure, the lien of such assessment shall be satisfied and released of record as provided in Paragraph 16(1) above.
- (3) Annual Assessments for Common Expenses: The annual assessments levied by the Association shall be collected and held by the Association for the payment of the Common Expenses which shall include, but not be limited to, administrative, insurance, repair, replacement, reserve funds and maintenance expenses of the condominium Property, in accordance with this Master Deed, the By-Laws of the Association and the Act. A Co-Owner shall by acceptance of title be conclusively presumed to have agreed to pay his proportionate share of the Common Expenses accruing while he is the Owner of an Apartment, and no Co-Owner may exempt himself from liability for such share of the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Apartment or otherwise. The provisions of the By-Laws attached as Exhibit "E" relating to assessments are incorporated herein by reference as if fully set forth.
- (4) Capital Account: There shall be required, as an item included in the Common Expenses and thus in the annual assessments for such expenses, a contribution to a capital account to cover unforeseen contingencies or

deficiencies arising from unpaid assessments or liens and to cover emergency expenditures in connection with maintenance and repair of the Common Elements. The portion of the annual assessment which is allocated for such contribution shall be maintained by the Association in a separate capital account with separate records maintained therefor. Except to the extent that a portion of such capital account must be maintained for a reasonable reserve to cover future estimated costs of replacement and reconstruction of the Common Elements, any surplus remaining in said capital account at the end of any fiscal year of the Association shall be carried over to the next fiscal year and applied by the Association in preparing its estimated annual budget for that next year to reduce the amount of such capital contributions required to be assessed against the Co-Owners as an item of Common Expense for such year.

- (5) Determination of Annual Assessments and Collection and Disbursement of Proceeds: The Association shall have the responsibility for payment of the Common Expenses in connection with the administration and management of the Condominium Property according to this Master Deed and the By-Laws of the Association. The Board of Directors shall annually prepare an estimated annual budget for each fiscal year of the Association and shall determine and notify each Co-Owner of the annual assessment for each Apartment for such coming year. The annual assessment allocable to each Apartment shall be in proportion to such Co-Owner's undivided percentage interest in the Common Elements as set forth in Exhibit "C". To the extent that the assessments and other cash income collected during the preceding year shall be more or less than the expenditures for such preceding year, such surplus or deficit shall be taken into account in the preparation of the estimated annual budget. During the time in which Developer maintains control of the Association as provided in the By-Laws; the Developer shall be exempt from annual, supplemental and special assessments created herein. However, during such period, the Association shall collect from Developer, and Developer hereby agrees to pay to the Association, an amount deemed necessary by the Developer to cover expenses required to be paid by the Association each month less the proceeds of all individual assessments (reduced to the extent of the Co-Owners contributions to the capital account as provided in Paragraph 16 above collected for such month from all other Co-Owners). From and after the time Developer relinquishes control of the Association, the Developer's obligations shall cease, except with respect to the Apartments owned by Developer, and the Association shall have the responsibility for determining the amount of all assessments provided for herein, the collection of such assessments from the Co-Owners, and the disbursement from the proceeds of such assessments of all the Common Expenses incurred by the Association in the administration and maintenance of the Common Elements, including the contribution to the capital account as provided for in Paragraph 16(4) above.
- (6) Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any fiscal year, special assessments for the purpose of defraying, in whole or in part, the cost or any portion thereof of any construction or reconstruction, repair or replacements of a capital improvement upon the Common Elements, including the necessary fixtures and personal property related thereto, which the

Association cannot pay out of the funds held in the capital account; provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the Co-Owners voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Co-Owners, including the Developer, not less than ten (10) days nor more than sixty (60) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Each Co-Owner's share of any special assessment shall be in proportion to his percentage of undivided interest in and to the Common Elements.

- (7) Date of Commencement of Annual Assessments and Due Dates: The annual assessments shall be established on a fiscal year basis and shall commence as to each Apartment conveyed to a Co-Owner on the date of each such conveyance, with the adjustment for the first assessment according to the number of days remaining in the fiscal year. That portion of each such adjusted assessment attributable to the month following the month of conveyance shall be due and payable at the time of such conveyance, and the balance of such adjusted assessment shall be paid, except as provided in Paragraph 16(8) below, by the Co-Owner in equal monthly installments commencing on the first day of the second month following such conveyance. Unless otherwise provided by the Board of Directors and except as provided in Paragraph 16(8) below, one-twelfth (1/12) of the annual assessment for each Apartment shall become due and payable on the first day of each month during the assessment period. The association shall, upon demand by any Co-Owner or purchaser of an Apartment prior to the completion of a voluntary sale or upon demand by any holder of a mortgage or other lien of any Apartment at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on such Co-Owner's Apartment have been paid as of a specific date within ten (10) days after request therefor. A reasonable charge may be made by the Board of Directors for the issuance of such certificate, which shall be conclusive evidence of payment of any assessment therein stated to have been paid, and any person other than the Co-Owner at the time of issuance of any such certificate who relies upon such certificate shall be entitled to rely thereon and his liability for such unpaid assessments shall be limited to the amounts set forth in such certificate.

- (8) Effect of Non-Payment of Assessments Payable Directly to the Association and Remedies of the Association: Any assessment which is not paid when due shall be delinquent. If the payment of any assessment for an Apartment is not paid within ten (10) days after the due date, the Owner of such Apartment shall be in default and the Association may declare the balance of the entire assessment for such Apartment immediately due and payable. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate of eight percent (8%) per annum, and the Association may bring suit to recover a money judgment for the unpaid assessment against the Owner personally obligated to pay the same without waiving the lien, and/or file a lien claim against such Owner's Apartment, in either of which events, interests, costs and attorney's fees equal to fifteen percent (15%) of the principal and interest due shall be added to the amount of such assessment as may then be due. Further, if the assessment is not paid within thirty (30) days after the date of default, the Association shall

give prompt notice of default to the holder of a first mortgage, if any, upon such Apartment. The establishment of any such lien and the satisfaction thereof shall be in accordance with Section 27-31-210 of the Act. Each Co-Owner, by his acceptance of a deed to an Apartment from the Developer or from any subsequent Owner of an Apartment, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclosure such lien in a suit brought in the name of the Association and shall be for the benefit of all other Co-Owners. The Association, acting on behalf of the Co-Owners, shall have the power to bid-in the Apartment at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association shall provide written notice of its intention to foreclose any such lien to the holder of a first mortgage lien upon such Apartment, not less than sixty (60) days prior to the date of the foreclosure sale. Non-use of the Common Elements or abandonment of an Apartment shall not constitute a defense against any action on account of any unpaid assessment.

- (9) Exempt Property: Each Apartment owned by the Developer shall be exempt from the assessments created herein until the termination of control of the Association by the Developer. In lieu of the payment of such assessments, Developer shall be responsible for payment to the Association each month of the amounts as provided in Paragraph 16(5) above. Except as provided herein, no Apartment shall be exempt from said assessments.
- (10) Mechanic's Liens: Each Apartment Owner shall only be liable for the cost of repairs and replacements to his Apartment, and for his proportionate share of the Common Expenses. In the event any mechanic's or other lien is filed which, in the opinion of the Board may constitute a lien against the Property, the Common Elements, or any Apartment, the Board may cause the Association to discharge such lien, and the Association shall thereupon assess each Co-Owner or Co-Owners in the amount of their proportionate share of the Association's expense in discharging such lien, including any costs and attorney's fees incurred in connection therewith, such assessment to be secured by a lien on each Apartment responsible for payment thereof in accordance with the Act, said lien to be enforced in accordance with the provision of the Act, Master Deed, and By-Laws. No Apartment Owner shall be liable for the liens of other Co-Owner's except as provided for by the Act and this Master Deed..
- (11) Repairs and Improvements by a Mortgagee of Record: Any first mortgagee of an Apartment shall be entitled to cause repairs to be made and routine maintenance to be performed with respect to an Apartment, or the Common Elements, in the event said mortgagee provides said Co-Owner and other Co-Owners affected, and the Association, with thirty (30) days prior written notice of repairs or routine maintenance required to be performed. In the event such repairs shall not have been made or such routine maintenance satisfactorily performed within any such thirty (30) day period, then such mortgagee is hereby deemed authorized by such Co-Owner and any other Co-Owner affected, and by the Association, to complete such repairs or perform such maintenance, and such mortgagee shall be promptly reimbursed by the Association for the costs thereof. In the event any payments are made by the Association to the mortgagee of an Apartment in accordance with the terms of this Paragraph, the

Association shall thereupon assess the Co-Owner or Co-Owners based upon the Board's determination of the proportion of such expense to be allocated to the Co-Owner or Co-Owners or to the Common Expenses, in accordance with the terms of the Act, this Master Deed and the By-Laws, such assessment to be made in the form of a special assessment for the month following in which such payment was made.

(17) ASSOCIATION

The operation and administration of the Condominium shall be performed by an association, which shall be incorporated as a non-profit corporation, pursuant to the provisions of the Act, and shall be organized and shall fulfill its functions pursuant to the following provisions:

- (1) Name: The name of the Association shall be Cambridge Lake Condominium Homeowners Association, Inc. ("Association").
- (2) Powers: The powers and duties of the Association shall include those set forth in the Code of South Carolina 1976, as amended, this Master Deed and the By-Laws of the Association, and it shall have the powers to purchase an Apartment of the Condominium.
- (3) Members:
 - (a) Qualifications: The members of the Association shall consist of all the recorded Co-Owners of Apartments.
 - (b) Change of Membership: Change of membership in the Association shall be established by recording in the RMC Office of Charleston County, South Carolina, of a deed or other instrument establishing a record title to an Apartment of the Condominium, and the delivery to the Association of a certified copy of such instrument, the Co-Owner designated by such instrument thereby becoming a member of the Association. Membership of the prior Owner shall be thereby terminated.
 - (c) Voting Rights: The vote for an Apartment shall be cast by the Co-Owner thereof, or the duly authorized proxy of the Co-Owner, or the Co-Owner's certified voting representative in the manner provided by the By-Laws. Each Co-Owner shall have a vote equal to his percentage ownership in the Condominium Property as a whole, as set forth in Exhibit "C".
- (4) Board of Directors: The affairs of the Association shall be conducted by a Board of Directors of not less than three (3) nor more than seven (7) directors, who shall be designated in the manner provided by the By-Laws.
- (5) Developer Control: Until the Developer has completed and sold 76% of the Apartments of the Condominium, or until January 1, 2009, or until the Developer elects to terminate its control of the Association, whichever shall first occur, there shall be no annual or special meeting of the members of the Association.

- (6) Indemnification: Every director and every officer of the Association shall be indemnified by the Association against expenses and liabilities, in the manner provided for in the Charter of the Association and the By-Laws.
- (7) Fidelity Bond: The Association shall obtain fidelity bond coverage for any person or entity handling funds of the Association including employees of professional manager, if any, retained by the Association.
- (8) Limitation of Liability: Notwithstanding the liability of the Association to maintain and repair parts of the Property, the Association shall not be liable for injury or damage caused by a latent condition of the Property to be maintained and repaired by the Association nor for injury or damage caused by the elements or Apartment Owners or other persons.
- (9) Charter and By-Laws: Charter and By-Laws of the Association shall be in the form attached hereto as Exhibit "D" and "E" respectively.
- (10) Liability of Purchaser for Unpaid Assessments: The purchaser of an Apartment (other than a purchaser at a foreclosure sale as described above) shall be jointly and severally liable with the seller for unpaid amounts owing by the latter up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amounts paid by him as such joint debtor. The Association shall provide for the issuance and shall issue to any purchaser, upon his request, a statement of such amounts due by the seller and the purchaser's liability under this section shall be limited to the amount as set forth in the statement.
- (a) Upon the sale or conveyance of an Apartment, all unpaid assessments against a Co-Owner shall first be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatever nature except the following:
- [1] Assessments, lien and charges for taxes past due and unpaid on the Apartment; and
 - [2] Payments due under mortgage instruments or encumbrances recorded prior to the conveyance of the Apartment.

(18) INSURANCE AND CASUALTY LOSSES

The Board of Directors or its authorized agent shall obtain insurance for all of the improvements on the Property (with the exception of improvements and betterments made by the respective Co-Owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full cost of any repair, reconstruction or replacement in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all Common Elements and all damage or injury caused by the negligence of the Association or any of its agents which public liability policy shall have reasonable limits set by the Board of Directors.

Premiums for all such insurance shall be Common Expenses and paid by the Association. Such insurance and all casualty losses shall be governed by the provisions of the By-Laws.

(19) CONDEMNATION

In the event of condemnation of all or a portion of the Property, the disposition of proceeds of the award shall be governed by the following provisions:

- (1) Entire Property: In the event of condemnation of the entire Property, the Association shall be entitled to receive the proceeds of the award which shall be distributed by the Association to the Co-Owners and their mortgagees, as their interests may appear, in proportion to their undivided interests in the Common Elements.
- (2) Partial Taking: In the event of condemnation of a portion of the Property, the Association shall be entitled to receive the proceeds of the award which shall be distributed in accordance with the findings of a panel of three (3) arbitrators to be selected by the Board which shall proceed in accordance with the then existing rules of the American Arbitration Association to determine the portion of the award due to be distributed to each of the several Co-Owners and their mortgagees, as their interest may appear, by virtue of the Co-Owner's interest solely in the Apartments or portions thereof taken by condemnation. The portion of the award allocable to the Common Elements shall be retained by the Association which shall treat the same as insurance proceeds and proceed to reconstruct and restore the affected portion of the Property to a complete architectural Apartment if the Board determines that such is feasible. The panel or arbitrators shall also determine the percentage of undivided interest of the remaining Co-Owners in the Common Elements following the condemnation and each Co-Owner shall be deemed to have consented to the amendment of this Master Deed in accordance with such findings and the continuation of the Condominium regime with respect to the Property remaining following condemnation. If it is determined not to be feasible to restore a portion of the Property to a complete architectural Apartment, the portion of the award allocable to the Common Elements shall be distributed to the Co-Owners and their mortgagees, as their interests may appear, in proportion to their undivided interests therein. The expense of the arbitration shall be paid by the Association, and shall constitute a Common Expense.

(20) USE RESTRICTIONS

- (1) Residential Purposes: All Apartments contemplated in the Condominium Property shall be, and the same hereby are, restricted exclusively to residential use, except that Developer has the right to maintain model units as it deems appropriate. No structures of a temporary character, trailer, basement, tent, shack, carport, garage, barn or other outbuilding shall be constructed or placed on, or used as a residence on any portion of the Condominium Property at any time, except such temporary structures as may be necessary for use by the Developer during the sale period.

- (2) Fee Simple Estate: Each Apartment shall be conveyed as a separately designated and legally described fee simple estate subject to the terms, conditions and provisions hereof and of the Act.
- (3) No Violation of Rules: No Co-Owner shall violate the rules and regulations adopted from time to time by the Association, whether relating to the use of the private elements of the Apartments, the use of the common Elements or otherwise. Determinations with respect to whether or not a particular activity or occurrence shall constitute violation of this Paragraph 20(3) shall be made by the Board of Directors of the Association and shall be binding upon the parties unless determined to be arbitrary or capricious in an appropriate judicial proceeding.
- (4) Animals and Pets: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any part of the Condominium Property, except that dogs, cats or other household pets may be kept by the respective Owners in their respective residences provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health of or, in the sole discretion of the Board of Directors, unreasonably disturb the Owner of any Apartment or any lessee thereof. All dogs and cats shall be under leash when walked or exercised upon the Condominium grounds.
- (5) Signs and Business Activities: No signs, billboards, unsightly objects, flags, etc. or nuisances shall be erected, placed or permitted to remain on the Condominium Property, nor shall the Condominium Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Apartment of any lessee thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of the Condominium Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards of the Developer, its agents or assigns during the sale period. Notwithstanding the provisions of this Paragraph, an Owner desiring to sell his Apartment shall be allowed to post a "for sale" sign immediately in front of his Apartment, such sign not to be greater in size than three (3) square feet. Also notwithstanding the provisions of this Paragraph, the Association shall be allowed to place at least one sign of reasonable size and dignified form to identify the Condominium Property and such other signs as may be deemed appropriate by the Board of Directors of the Association.
- (6) Maintenance of Fixtures and Equipment. All fixtures and equipment installed within the private elements of an Apartment, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a residence, shall be maintained and kept in repair by the Owner thereof, except in respect to utility lines serving more than one (1) residence wherein the Association has this responsibility. A Co-Owner shall do nothing that will impair the structural soundness or integrity of any building or portion thereof or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect any Apartment or its Owner.

- (7) Exterior Antennas: No exterior television or radio antennas shall be placed on any improvements without prior written approval of the Board of Directors.
- (8) Equal Treatment: Other than as expressly provided herein, no action shall at any time be taken by the Association or its Board of Directors which would favor any Co-Owner or Co-Owners over any other co-Owner or Co-Owners.
- (9) Leasing: Apartments may be leased or rented for such terms as the Co-Owner thereof may deem appropriate, provided, however, the Association shall have the power to prescribe reasonable rules and regulations regarding the leasing and rental of such Apartments.
- (10) Regulation: Reasonable regulations concerning the use of the Property not inconsistent with the provisions of this Master Deed may be made by the Association and amended from time to time by the Board provided, however, that all such amendments thereto shall be approved by a Majority of the Co-Owners before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval or disapproval in writing. Copies of such regulations or amendments thereto shall be furnished by the Association to all Co-Owners and residents of the Condominium.

(21) NOTICE OF LIEN OR SUIT

- (1) Notice of Lien: A Co-Owner shall give notice unto the Association of every lien upon his Apartment, excluding taxes by governmental bodies, within five (5) days after the Co-Owner's receipt of notice thereof.
- (2) Notice of Suit: A Co-Owner shall give notice to the Association of every suit or other proceedings which may affect the title to his Apartment, such notice to be given within five (5) days after the Co-Owner receives knowledge thereof.
- (3) Failure to Comply: Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.
- (4) Notice to First Mortgagee: The Association shall within ten (10) days of receipt of such notice, forward a copy thereof to the first mortgagee of the Apartment affected.

(22) COMPLIANCE AND DEFAULT

Each Co-Owner shall be governed by and shall comply with the terms of the Act, Master Deed, Charter, By-Laws and Rules and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A failure to comply therewith shall entitle the Association or other Co-Owners to the following relief in addition to the remedies provided by the Act:

- (1) Negligence: A Co-Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, negligence or carelessness

of by that of any member of his 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 carrier by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an Apartment or its appurtenances.

- (2) Costs and Attorney's Fees: In any proceeding arising because of any alleged failure to comply by a Co-Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.
- (3) No Waiver of Rights: The failure of the Association or any Co-Owner to enforce any covenant, restrictions or other provisions of the Act, this Master Deed, the By-Laws, or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

(23) COVENANT AGAINST PARTITION

There shall be no judicial or other partition of the Property, any part thereof or any Apartment, nor shall Developer, any Co-Owner, or any person acquiring any interest in the project or any part thereof seek any such partition unless the Property has been removed from the provisions of the Act.

(24) GENERAL PROVISIONS

- (1) Amendment – By Developer: Amendments to this Master Deed for the purpose of correcting errors or conforming the documents to the requirements of the Act or insuring conformity of the private and Common Elements, to the Master Deed, the Plans and the By-Laws shall be made by the Developer as and when necessary. In the event that an amendment materially affects the rights of any then existing lienholders of record or Co-Owners, the amendment shall be valid only upon the written consent thereto of all such then existing lienholders and co-Owners affected thereby. Such an amendment shall be certified by Developer as having been duly approved and shall be effective when recorded in the RMC Office for Charleston County, South Carolina.
- (2) Amendment – Other: Amendments to this Master Deed, other than those provided for in Paragraph 24(1) above, which are authorized by this Master Deed and the Act, shall be proposed and adopted in the following manner:
 - (a) Notice: Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered.
 - (b) Resolution: A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the membership of the association, and after being proposed by one of such bodies, it must be approved by the other. Directors and members not present at the meeting considering the amendment may express their

approval in writing. Such approvals must be by not less than a majority of the Directors and, unless otherwise specified in this Master Deed or the Act, but not less than two-thirds percent (66 2/3%) of the total vote of the Association; provided, however, that in any event the proposed amendment should change an Apartment or affect materially any rights of any Co-Owner or then existing first mortgage holders, such amendment shall also require the written consent thereto of the Owners of record of such Apartment and all of the holders of record of any lien thereon.

- (c) Recording: A copy of each amendment provided for in this Paragraph 24(2) shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when recorded in the RMC Office of Charleston County, South Carolina.
- (3) Termination: The Condominium may be terminated and the Condominium Property removed from the provisions of the Act in the following manner.
- (a) Agreement: All of the Co-Owners may remove the Condominium Property from the provisions of the Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Apartments consent thereto or agree, in either case by instruments duly recorded, that their liens be satisfied or transferred so as to effect and be a lien upon only the percentage of undivided interest in the Property of the Co-Owners whose Apartment had been subject to such lien.
- (b) Destruction: In the event it is determined in the manner provided by in the By-Laws, that the Property shall not be repaired or reconstructed after casualty, the Condominium will be terminated and the Condominium Documents revoked. The determination not to repair or reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded.
- (c) Ownership after Termination: After termination of the Condominium, the rights of the Apartment Owners and their respective mortgagees and lienholders shall be determined in the following manner:
- [i] The undivided share in the Property owned in common by each Co-Owner with respect to the previous Common Elements and with respect to the private elements shall be the undivided interest previously owned by such Co-Owner in the previous Common Elements
 - [ii] Any liens affecting any of the Apartments shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the Co-Owner in the previous Condominium Property, and
 - [iii] The previous Condominium Property shall be subject to an action for partition and sale at the instance of any Co-Owner, in which

event the net proceeds of sale shall be paid to a court appointed Trustee. Said net proceeds of sale, together with the net proceeds of the insurance on the previous Condominium Property, if any, shall be considered as one fund with, after paying all expenses of the Trustee, shall be divided among all of the Co-Owners in a percentage equal to the percentage of undivided interest owned by each Co-Owner in the previous Condominium Property, after first paying out of the respective share of the Co-Owners, to the extent sufficient for the purpose, all liens of record (according to their existing priorities) on the undivided interest in the previous Condominium Property owned by each Co-Owner.

- (5) Covenants Running with the Land: All provisions of this Master Deed shall be construed to be covenants running with the land, and with every part thereof and interest therein, including, but not limited to, every Apartment and the appurtenances thereto; and every So-Owner and claimant of the land or any part thereof or interest therein, and his heirs, successors, executors, administrators and assigns shall be bound by all of the provisions of this Master Deed.
- (6) Ad Valorem Taxes: It is anticipated that all ad valorem taxes, special assessments and other imposed by any taxing authority shall be separately assessed against and collected on each Apartment as single parcel, and not on the Condominium Property as a whole. Such taxes, assessments and charges shall constitute a lien only upon the Apartment and upon no other portion of the Condominium Property. All laws authorizing exemptions or deductions from taxation shall be applicable to each individual Apartment to the name extent they are applicable to other property.
- (7) Severability: Invalidation of any covenant, condition, restriction or other provisions of this Master Deed or the By-Laws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

(25) POWER OF ATTORNEY

Each Co-Owner shall be deemed by his acceptance of a deed to an Apartment to have consented to the powers of amendment herein reserved by Developer and to any amendments previously or hereafter executed by Developer pursuant thereto. Each Co-Owner shall further be deemed by his acceptance of a deed to an Apartment to have appointed Developer his attorney-in-fact to give, execute and record the consent of the Co-Owners to any and all amendments to this Master Deed which the Developer reserves pursuant to Paragraph 24(1) hereof.

(26) PROPORTIONATE CHANGES IN COMMON EXPENSES AND COMMON SURPLUS

In the event anyone or more of the Apartments are not rebuilt by reason of loss as a result of destruction, and therefore the number of Apartments is reduced, then the proportionate share of the Common Expenses and of the Common Surplus of each Apartment

shall be increased by adding to each remaining Apartment the proportionate percentages of ownership out of the percentages of ownership of the Apartments not rebuilt.

(27) ACCEPTANCE OF TERMS

The Association by its execution of this Master Deed, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Master Deed and Exhibits attached hereto. The Co-Owners, by virtue of their acceptance of the Deed of conveyance as to their Apartments and other parties, by virtue of their occupancy of Apartments, hereby approve the foregoing and all of the terms and conditions, duties and obligations set forth in the Condominium Documents.

(28) BLANKET MORTGAGE

The entire Condominium Property, or some or all of the Apartments included therein, may be subject to a single or blanket mortgage constituting a first lien thereon created by a recordable instrument duly executed by the Developer, its successors and assigns, and any Apartment included under the lien of such mortgage may be sold or conveyed subject thereto; provided, however, any such mortgage shall provide a means for the release of any Apartment secured by the mortgage from the lien thereby created.

(29) RULE AGAINST PERPETUITIES

If any of the options, privileges, covenants or rights created by this Master Deed or the By-Laws shall be unlawful, void or voidable for violation of the rules against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States.

(30) INTERPRETATION

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision of any other provision hereof.

IN WITNESS WHEREOF, the undersigned, Cambridge Two, LLC, A South Carolina Limited Liability Company, has set its Hand and Seal on the day and year first hereinabove written.

WITNESSES:

[Signature]
Julie E. Thruv

CAMBRIDGE TWO, LLC
A South Carolina Limited Liability Company

By: [Signature]
Its: Manager/Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Personally appeared before me the undersigned witness who, on oath, says that he saw the within named Cambridge Two, LLC, A South Carolina Limited Liability Company, by Albert Estee, its Manager/Member, sign the within Master Deed, and that (s)he with the other witness herein witnessed the execution thereof.

Estee

[Signature]
Witness

SWORN TO and subscribed before me this
21st day of February, 2008.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/19/2007

JULIE E. THRUH
Notary Public, State of South Carolina
Commission Expires August 19, 2007

BY-LAWS OFCAMBRIDGE LAKE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.
a non-profit corporation existing under
The laws of the State of South Carolina

These are the By-Laws of **CAMBRIDGE LAKE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation existing under the laws of the State of South Carolina (hereinafter called "the Association"), which has been organized for the purpose of administering a horizontal property regime established pursuant to the Horizontal Property Act of South Carolina (hereinafter called the "Act"), which is identified by the name **CAMBRIDGE LAKE HORIZONTAL PROPERTY REGIME** (hereinafter called the "Condominium"), said Condominium being located on lands situated in Charleston County, South Carolina, and more fully described in Exhibit "A" to Master Deed.

1. Location of Office: The location of the office of the Association shall be at the Property in Charleston County, South Carolina.
2. Fiscal Year: The fiscal year of the Association shall end on the last day of December of each year.

ARTICLE IMEMBERSHIP AND MEMBERSHIP MEETINGS

1. Qualifications: The members of the Association shall consist of all of the record owners of Apartments of the Condominium located in Charleston County, South Carolina, and established by Master Deed as recorded in the RMC Office of Charleston County, South Carolina, and appended to which Master Deed as Exhibit "E" thereto is a copy of these By-Laws.
2. Change of Membership: Change of membership in the Association shall be established by the recording in the RMC Office of Charleston County, South Carolina, of a deed or other instrument establishing a record title to an Apartment in the Condominium, and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a member of the Association. The membership of the prior Owner shall be thereby terminated.
3. Voting: When a vote or any other action by Co-Owners provided for herein or in the Condominium requires a specific percentage, portion or fraction of Co-Owners, such percentage or portion or fraction shall mean, unless otherwise stated in the Condominium, such percentage, portion or fraction in the aggregate of such voting power equal to the percentage interest in the Common Elements shown on Exhibit "B" of the Master Deed.
4. Voting Rights: If an apartment is owned by one person, his right to vote shall be established by the record title to his Apartment. If an Apartment is owned by more than one person, the person entitled to cast the vote for the Apartment shall be one of the record Owners designated by a certificate signed by all of the record Owners of the Apartment and filed with

the Secretary of the Association. If an Apartment is owned by a corporation, partnership or other business entity, the person entitled to cast the vote for the Apartment shall be designated by a certificate of appointment signed by a duly authorized officer, general partner, or trustee, as then case may be, and filed with the Secretary of the Association. Such certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Apartment concerned. A certificate designating the person entitled to cast the vote of an Apartment may be revoked in like manner as provided hereinabove. If such a certificate is not on file, the vote of such Co-Owners shall not be considered in determining the requirement for a forum nor for any other purpose.

5. Annual Meetings: Annual meetings of Co-Owners shall be held at the office of the Association, on the third Monday in October of each year, at 10:00 A.M., or, if that day is a legal holiday, on the next day following that is not a legal holiday; subject, however, to the provisions of Section 13 of this Article I. The annual meeting shall be held for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

6. Special Meetings: Special meetings of the members may be called by the Board of Directors, the president or by members of the Association holding more than twenty percent (20%) of the basic value of the Condominium Property, as a whole, as set forth in the Master Deed, for the purpose of considering and acting upon any matters of interest to the Association and its membership, and taking any other action not inconsistent with these By-Laws and the Charter of the Association, including the adoption of resolutions declaring the desirability of any action recommended by the membership.

7. Notice of Meetings: Notice of all members' meeting stating the date, time, place and object for which the meeting is called shall be mailed to each member not less than ten (10) nor more than fifty (50) days prior to the date of such meeting. Such notice shall be sent by the secretary of the Association and shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, postage prepaid. Notice of meetings may be waived either before or after meetings.

8. Voting in Person or by Proxy: A member may vote in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid except for the particular meeting designated therein, and no proxy shall be honored unless filed with the secretary of the Association before the appointed time of the meeting.

9. Vote Required to Transact Business: The acts approved by a majority of the Co-Owners (51%) shall constitute a decision of the members and shall be binding upon the members except where approval by a greater percentage is required by the Act, the Master Deed establishing the Condominium, the Charter of the Association or these By-Laws.

10. Consents: Any action which may be taken by a vote of the members may also be taken by written consent to such action signed by the members required to take such action if such members were present and voting.

11. Adjourned Meetings: If any meeting of members cannot be organized because a majority of Co-Owners has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a majority are present.

12. Order of Business: The order of business at annual members' meetings and, as far as practical, at all other members' meetings shall be according to the latest addition of Robert's Rules of Order and shall be presided over by the President of the Association.

13. Retention of Control by Developer: Until the Developer has sold 76% of the Apartments of the Condominium, or until January 1, 2009, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, no annual or special meeting of the members shall be held.

ARTICLE II

BOARD OF DIRECTORS

1. Members: The Board of Directors of the Association shall be the form administration of the Condominium Property and shall consist of not less than three (3) nor more than seven (7), as shall, from time to time, be determined and fixed by the affirmative vote of the majority of Co-Owners at any annual meeting of the members. Any responsible person shall be eligible to be a Director. The first Board of Directors named in the Charter of the Association shall hold office until their successors shall have been elected. Each person shall be elected and qualified. The word "Director" as sometimes used herein shall mean a person elected to and serving on the Board of Directors.

2. Term: Each Director shall serve a two (2) year term and shall be subject to re-election; subject, however, to the terms of sections nine (9) hereof.

3. Removal: Any Director may be removed for cause by the vote of the majority of Co-Owners present in person or represented by written proxy at any annual or special meeting of the members of the Association.

4. Vacancies: Any vacancy occurring in the Board of Directors, including vacancies occurring from the removal of a Director, may be filled by majority vote of remaining members of the Board of Directors at any annual or special meeting.

5. Annual Meeting: The annual meeting of the Board of Directors shall be held on the third Monday in September of each year at the office of the Association. Notice of the place and hour of each such meeting shall be given to each Director at least five (5) days prior to each such meeting. Such notice may be given either in writing or by telephone.

6. Special Meetings: Special meetings of the Board of Directors for any purpose may be called by the president or upon the written request of any two (2) Directors, upon at least five (5) days notice to each Director and shall be held at such place or places as may be determined by the Directors, or as shall be stated in the call of meeting. Such notice may be given either in writing or by telephone. Regular meetings shall be held at such intervals as a majority of the Board may decide.

7. Organization Meeting: The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

8. Presiding Officer: The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, then the President shall provide, in the absence of such presiding officers, the Directors present shall designate one of their members to preside.

9. Retention of Control by Developer: Provided, however, that until the Developer has completed and sold all of the Apartments of the Condominium, or until January 1, 2009, or until Developer elects to terminate its control of the Condominium, whichever shall first occur, the first Directors of the Association shall serve until the first annual meeting of the members occurring after the occurrence of the above described events.

10. Waiver of Notice: Any Director may waive notice of a meeting either before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

11. Quorum: A quorum shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Board of Directors approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

12. Powers and Duties: The Board of Directors shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided.
- (b) To administer the affairs of the association and the Condominium Property.
- (c) To estimate the amount of the annual budget and to make and collect assessments against Co-Owners to defray the costs, expenses and losses of the Condominium.
- (d) To use the proceeds of assessments in the exercise of its powers and duties.
- (e) To maintain, repair, replace and operate the Condominium Property.
- (f) To purchase insurance upon the Property and insurance, including fidelity bond coverage, for the protection of the Association and its members.
- (g) To reconstruct improvements after casualty and to further improve the Property.
- (h) To make and amend reasonable rules and regulations respecting the use of the Property and the operation of the Condominium ("Rules and Regulations").

- (i) To enforce by legal means the provisions of the Act, the Master Deed, and Charter, these By-Laws, and the Rules and Regulations for the user of the Property.
- (j) To contract for the management of the Property of the Condominium and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Master Deed to have approval of the Board of Directors or the membership of the Association.
- (k) To contract for the management or operation of portions of the Common Elements of the Condominium susceptible to separate management or operation.
- (l) To retain legal counsel.
- (m) To employ personnel to perform the services required for proper operation of the Condominium.
- (n) To purchase Apartments of the Condominium.
- (o) Unless otherwise provided herein or in the Master Deed to comply with the instructions of a majority of Co-Owners as expressed in the resolution duly adopted at any annual or special meeting of the members.
- (p) To give notice to first mortgagees of certain events or occurrences as set forth in the Master Deed.
- (q) To exercise all the powers and duties as the board of administration of the "Council of Co-Owners" referred to in the Act, and all powers and duties of the Board of Directors of a corporation organized under the Non-Profit Corporation Statutes, and all powers and duties provided for in these By-Laws, and any other powers and duties consistent with South Carolina Law.

13. Compensation: No Director shall be compensated for his services as such.

14. Liability of the Board of Directors: The members of the Board of Directors shall

not be liable to the Co-Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Co-Owners shall indemnify and hold harmless each of the members of the Board of Directors on behalf of the Condominium unless any contract shall have been made in bad faith or contrary to the provisions of the Master Deed of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is understood and permissible for the Board of Directors, whether employed by the Developer or not, to contract with the Developer without fear of being charged with self-dealing. It is also intended that the liability of any Co-Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in common elements bears to the interests of all the Co-Owners in the common elements, as established by Exhibit "C" of the Master Deed.

ARTICLE III

OFFICERS

1. Election: At each annual meeting, the Board of Directors shall elect the following officers of the Association:

- (a) A president, who shall be a Director and who shall preside over the meetings of the Board of Directors and of the members, and who shall be the Chief Executive Officer of the Association.
- (b) A vice-president, who shall, in the absence of disability of the president, perform the duties and exercise the powers of president.
- (c) A secretary, who shall keep the minutes of all meetings of the Board of Directors and of the members, and the minute book wherein resolutions enacted at such meetings shall be recorded, and who shall, in general, perform all the duties incident to the office of the secretary. The office of the Secretary and Treasurer may be held simultaneously by one individual.
- (d) A treasurer, who shall keep the financial records and books of the Association.
- (e) Such additional officers as the Board of Directors shall see fit to elect.

2. Powers: The respective officers shall have the general powers usually vested in such officer of the non-profit corporations; provided that the Board of Directors may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board of Directors may see fit.

3. Term: Each officer shall hold office for the term of two (2) year and until his successor shall have been elected and qualified.

4. Vacancies: Vacancies in any office shall be filled by the Board of Directors at any meeting thereof. Any officer may be removed at any time by a majority vote of the Board of Directors at a special meeting thereof, called for such stated purpose.

5. Compensation: The compensation of all officers shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Condominium. The officers shall receive no compensation for their services, unless otherwise expressly provided in a resolution duly adopted by the Board of Directors.

ARTICLE IVINSURANCE AND CASUALTY LOSSES

1. Insurance: The Board of Directors or its authorized agent shall obtain insurance for all of the improvements on the Property (with the exception of improvements and betterments made by the respective owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full cost of any repair, reconstruction or replacement in the event of damage or destruction from any such hazard, and Elements and all damage or injury caused by the negligence of the Association or any of its agents which public liability policy shall have reasonable limits set by the Board of Directors. Premiums for all such insurance shall be common expenses and paid by the Association. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association. Such insurance shall be governed by the provisions hereinafter set forth.

- (a) All policies shall be written with a company licensed to do business in the State of South Carolina and holding a rating of "AAAA+" or better by Best's Insurance Reports.
- (b) All policies shall be for the benefit of the Association, the Co-Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses be paid jointly to the Association and to the Trustee chosen by the Association to administer such proceeds as set forth herein.
- (c) Provision shall be made for the issuance of a certificate of insurance to each Co-Owner and his mortgagee, if any, which shall specify that the full replacement value (i.e. 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage) of the entire Condominium Property shall be covered by such insurance policy or policies.
- (d) All original policies and endorsements thereto shall be deposited with the Trustee which shall hold them subject to the provisions of paragraph 3.
- (e) Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Board of Directors or its duly authorized agent; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations related thereto.
- (f) In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Board of Directors hereunder be affected or diminished by insurance purchased by a Co-Owner or their mortgagee.
- (g) Each Co-Owner may obtain additional insurance for his own benefit and at his own expense; provided however, that no Co-Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Co-Owners and their

mortgagees, may realize under any insurance policy which the Board of Directors may have in force on the property at any particular time.

- (h) Each Co-Owner at his own expense may obtain on the private elements of his Apartment or the contents thereof title insurance, homeowner's liability insurance, theft and other insurance covering contents, improvements, betterments and personal property damage and loss.
- (i) The Board of Directors shall conduct an annual insurance review for the purpose of determining the full insurable value of the entire Condominium Property including all private elements and common elements without respect to depreciation, and of all improvements on the Property (with the exception of improvements and betterments made by the respective Co-Owners at their expense) by one or more qualified persons.
- (j) The Board of Directors or its duly authorized agent shall make reasonable efforts to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Association, the Board of Directors, its duly authorized agents, and the Co-Owners and their respective servants, agents and guests; (2) a waiver of insurer's rights to repair or reconstruct instead of paying cash; (3) a waiver of insurer's right to cancel, invalidate or suspend the policy on account of the acts of fewer than five Co-Owners or the conduct of any Director, officer or employee of the Association or its duly authorized agent without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, and Co-Owner or mortgagee, and (4) that any "other insurance" clause in the master policy exclude individual Co-Owners' policies from consideration.

2. No Partition: There shall be no judicial partition of the Condominium Property or any part thereof, and Developer and every person acquiring any interest in the Condominium Property or any part thereof shall acquire the same subject to this Declaration and shall be deemed to have waived any right to seek any such judicial partition until the happening of the conditions set forth in paragraph 4. In the case of damage or destruction or until the Condominium Property has been removed from the provisions of the Act as provided for in these By-Laws or the Master Deed.

3. Trustee:

- (a) All insurance policies purchased by and in the name of the Association shall provide that proceeds covering property losses shall be paid jointly to the Association and the Trustee. Immediately upon the receipt by the Association of such proceeds, the Association shall endorse the instrument by means of which such proceeds are paid and deliver such instrument to the Trustee. The Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds, nor shall Trustee have any obligation to inspect the Property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person. The Trustee shall be entitled to a reasonable compensation for the performance

of its duties and functions, which said compensation shall be paid as a common expense of the Association.

- (b) Among other things, the duty of the Trustee shall be to receive proceeds delivered to it and to hold such proceeds in trust for the benefit of the Co-Owners and their mortgagees. An undivided share of such proceeds on account of damage or destruction to the Common Elements shall be allocated and assigned for the Co-Owners in accordance with their respective percentages of undivided interest in and to the Common Elements. Proceeds on account of damage or destruction to private elements shall be allocated and assigned for the Co-Owners of the damaged or destroyed private elements in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such Owner. In the event that a mortgagee endorsement has been issued as to any particular Apartment, the share of such Co-Owner shall be held in trust for such Owner and his mortgagee as their interests may appear
- (c) Proceeds of insurance policies received by the Trustee shall be disbursed as follows:
- [i] If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be paid into the capital account for the benefit of all Co-Owners and shall be considered as a contribution of capital by the Co-Owners.
 - [ii] If it is determined as provided for in the Act and paragraph 4, that the damaged or destroyed improvements for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as therein provided.
 - [iii] Any and all disbursements of funds by the Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and attested by the Secretary directing the Trustee as to the disbursements. If the damage or destruction is to the Common Elements and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee, if any, known by the Trustee to have the largest interest in or lien upon such Common Elements. If the damage or destruction is to the private elements of one or more apartments and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee or mortgagees, if any, known by the Trustee to have an interest in or lien upon the private elements of such Apartment or Apartments. The Trustee shall not incur liability to any Co-Owner, mortgagee or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

4. Damage and Destruction:
- (a) Immediately after the damage or destruction by fire or other casualty of all or any part of the Condominium Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall notify any holder of a first mortgage covering the damaged or destroyed property and shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or construction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Condominium Property to substantially the same condition in which it existed prior to the fire or other casualty with the private elements of each Apartment and the Common Elements having the same vertical and horizontal boundaries as before.
- (b) Reconstruction after fire or other casualty shall be mandatory where the extent of damage accounts for less than two-thirds ($66 \frac{2}{3}\%$) of the entire Condominium Property, as provided in the Act.
- (c) Any such damage or destruction shall be repaired or reconstructed unless at least ninety percent (90%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction are not made available to the Association within said period of sixty (60) days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said extension of time shall in no event exceed ninety (90) days. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed.
- (d) In the event that it is determined by the Association in the manner prescribed above that the damage or destruction shall not be repaired or reconstructed, then in that event, (1) any Co-Owner may petition a court of competent jurisdiction for a removal of the Condominium Property from the provisions of the Act, and upon removal of the Condominium Property from the provisions of said Act, the property shall be deemed to be owned in common by those who were Co-Owners at the time of such removal, (2) the undivided share in the property owned in common by each such Co-Owner with respect to the previous Common Elements and with respect to the private elements shall be the undivided interest previously owned by such owner in the previous Common Elements, (3) any liens affecting any of the Apartments shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the Co-Owner in the previous Condominium Property, and (4) the previous Condominium Property shall be subject to an action for partition and sale at the instance of any Co-Owner, in which event the net proceeds of sale shall be subject to an action for partition and sale at the instance of any Co-Owner, in which event the net proceeds of sale shall be paid to the Trustee. Said net proceeds of sale, together with the net of the insurance on the previous Condominium Property, after first paying out of the respective

share of the Co-Owners, to the extent sufficient for the purpose, all liens (according to their existing priorities) on the undivided interest in the previous Condominium Property owned by each Co-Owner. Disbursements to such owners shall be made pursuant to certificates provided for in paragraph 3.(c)(iii). Under no circumstances shall anyone other than the owner of an Apartment at the time of removal of the Condominium Property from the provisions of said Act be entitled to the use of any previous element of each previous Apartment subsequent to such removal and prior to the sale of such previous element.

5. Repair and Reconstruction:

(a) If the damage or destruction for which the insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall levy a special assessment against all Co-Owners in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Such assessments against Co-Owners for damage to Apartments shall be in proportion to such Co-Owners' percentages of ownership in the Common Elements.

(b) Any and all sums paid the Association by virtue of those special assessments provided for in paragraph (a) of this paragraph 5, shall be deposited by the Association with the Trustee. The proceeds from insurance and assessments, if any, received by the Trustee, when the damage or destruction is to be repaired or reconstructed, shall be disbursed as provided for in paragraph 3.

ARTICLE V

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Records: The Board of Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements and common expenses, specifying and itemizing the expenses incurred, and such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Co-Owners and the first mortgagee of any Apartment at convenient hours of week days. Such payment vouchers may be approved in such manner as the Board of Directors may determine.

2. Budget: The Board of Directors shall cause to be prepared an estimated annual budget for common expenses for each fiscal year of the Association. Such budget shall take into account the estimated common expenses for administration and maintenance and repair of the Common Elements which common expenses shall include but not limited to the following: salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other expenses (as distinguished from individual mortgage payments, real estate taxes, and individual expenses for utility services billed or charged to the separate Co-Owners on an individual or separate basis rather than a common basis). The common expenses shall be those expenses designated by the Board of Directors pursuant to these By-Laws and the Master Deed. The Common expenses may also include such amounts as may be required for the purchase or lease by the

Board of Directors, on behalf of the Association, of any Apartment which is to be sold at a foreclosure or other judicial sale. The annual budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis. The annual budget shall provide for amounts required to make up for any deficit in any prior year, a general reserve for contingencies for the year, and a reserve for replacements in reasonable amounts as determined by the Board of Directors. To the extent that the assessments and other cash income collected from the Co-Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

3. Assessments: The estimated annual budget for each fiscal year shall be approved by the board of Directors, and copies thereof shall be furnished by the Board to each Co-Owner not later than forty-five days (45) before the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget each Co-Owner shall pay, as his respective monthly assessment for the common expenses one-twelfth (1/12) of his share of the common expenses for such year as shown by the annual budget. The assessment of the common expenses shall be as set forth in the Master Deed. The Board of Directors may cause to be sent to each Co-Owner on or before the first day of each month a statement of the monthly assessment of such Co-Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Co-Owner of his obligation to pay his monthly assessments on or before the first day of each month. If the Board of Directors shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Co-Owner shall continue to pay each month the amount of his previous monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Co-Owner shall be relieved of his obligation to pay his assessments by abandoning or not using his apartment or the common elements. No Co-Owner shall be liable for the payments of any assessment levied against his Apartment subsequent to a sale, transfer or other conveyance of all such Co-Owner's interest in such Apartment.

The Developer, its Grantees and Assigns to the development shall be exempt from paying dues on units owned by the Developer, but the Developer will pay into the Association the amount deemed by the Developer in his discretion to be necessary to maintain the budget.

4. Proration of Assessments: For the first fiscal year, the annual budget shall be approved by the first Board of Directors. If such first year shall be less than a full year, then the monthly assessment for each Co-Owner for the common expenses shall be proportional to the number of months and days in such period covered by such budget. Commencing with the date of closing of his Apartment by each Co-Owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board of Directors.

5. Annual Statements: Within forty-five (45) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board of Directors shall cause to be furnished to each Co-Owner and the first mortgagee of each Apartment a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

6. Accounts: The Board of Directors shall cause to be kept a separate account record for each Co-Owner showing the assessments charged to and paid by such Co-Owner, and the status of his account from time to time.

Upon ten (10) days notice to the Board of Directors any Co-Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Co-Owner. A Co-Owner shall make no more than one request per month.

7. Supplemental Budget and Assessments: If during the course of any year, it shall appear to the Board of Directors that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expense for the remainder of such year, then the Board shall prepare and approve a supplemental budget as provided for in the Master Deed covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Co-Owner, and thereupon a supplemental assessment shall be made to each Co-Owner, for his proportionate share of such supplemental budget.

(a) Assessments for emergencies: Assessments for emergency Common Expenses which cannot be paid from the annual Assessments for common expenses shall be made only after notice of the need therefore to the Co-Owners. After such notice and upon approval in writing by a majority of the Co-Owners, the Assessment shall become effective, and it shall be due after 30 days' notice thereof in such manner as the Board of Directors of the Association shall require.

8. Payment of Assessments: It shall be the duty of every Co-Owner to pay his share of the common expenses in proportion to his percentage share in the Common Elements as shown on Exhibit "C" of the Master Deed. If any Co-Owner shall fail or refuse to make any such payments when due, the Association and the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies as provided for the Act, the Master Deed or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

(a) Acceleration of Assessment Installments upon default. If a Co-Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors of the Association may accelerate the remaining installments of the assessment (if the assessment is payable monthly) upon notice thereof to the Co-Owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, which date shall not be less than 10 days after delivery thereof to the Co-Owner, nor less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

9. Liens: The Board of Directors 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 Property, the Common Elements, or any Apartment or private element in the Condominium, and the Association shall thereupon have a lien in such amount, together with the amount of any costs any attorney's fees incurred in connection therewith, on each Apartment responsible for the payment thereof in accordance with the provisions of the Act, and the Board of Directors shall thereupon perfect any such lien by recording an appropriate claim of lien prepared and filed for record in accordance with the provisions of the Act. Any and

all liens, claims or rights of the Association in or with respect to any Apartment, or Co-Owner, for the discharge of any mechanic's lien or other encumbrances provided for hereunder shall be subordinate to the lien of any mortgage upon any Apartment recorded prior to the date of such lien, claim or right.

10. Lien of the Association For Unpaid Assessments: All unpaid Assessments against any Co-Owner shall constitute a lien against the Co-Owner's Apartment in favor of the Association, as provided by the Act, which lien shall become effective when a notice, claiming such lien, has been duly recorded by the Association in the RMC Office for Charleston County, South Carolina. Said lien shall be prior to all other liens except only tax liens on the apartment in favor of any assessing unit, and mortgages and other liens recorded, prior to recordation of the Association's lien. Such claim of lien shall state the legal description of the Apartment, the name of the record owner, and the amount due and the date when due. Such claim of lien shall be signed and verified by an officer or agent of the Association prior to its being recorded; and no such claim of lien shall be made by the Association unless the assessment, charge or expense, giving rise to the lien, remains unpaid for more than ten (10) days after same become due. Any such lien may be foreclosed by the Association in the manner provided by law for the foreclosure of real estate mortgages. The lien shall secure the payments of all assessments as described in said claim of lien and, in addition thereto, shall secure the payment of subsequent assessments which come due after the filing of the claim of lien and prior to the satisfaction of such lien by foreclosure or otherwise, including interest thereon at the rate of eight percent (8%) per annum together with all costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien. If foreclosure is not commenced within one (1) year after the date of filing such claim of lien, such claim shall not thereafter be foreclosed, nor shall such claim thereafter constitute a lien on the Apartment described in such claim. The right of the Association to foreclose a lien as aforesaid shall be in addition to any other remedy, at law or in equity, which may be available to it for the collection of assessments, including the right to proceed personally against any delinquent Co-Owner for the recovery of a judgment "in personam". Any personal judgment against any such delinquent Co-Owner may include all unpaid subsequent assessments which come due after the institution of such suit and prior to such Order of Judgment, including interest thereon at the rate of eight percent (8%) per annum, together with all costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessments.

ARTICLE VI

MORTGAGES

1. Notice to Board of Directors: A Co-Owner who mortgages his apartment shall notify the secretary of the Association who shall maintain a record of such information.

2. Notice of Unpaid Common Expenses: The Board of Directors shall promptly report to the first mortgagee of any Apartment unpaid charges due from, or any other default by, the Co-Owner of a mortgaged Apartment not cured within thirty (30) days of default.

3. Notice of Taking or Damage: The Board of Directors shall promptly report to all first mortgagees in writing any loss to, or taking of, (including condemnation) the Common Elements or damage to an Apartment exceeding one thousand dollars (\$1,000.00).

5. Trash: Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in administrative Rules and Regulations of the Board of Directors.

6. Rights of Developer: Until all of the Apartments have been sold by the Developer and occupied by the Purchasers, the Developer may use and show one or more of such unsold or unoccupied apartments as a model apartment or sales office, and may maintain customary signs in connection therewith notwithstanding the provisions of Sections 4 of this Article.

7. Personal Property: Articles of personal property belonging to any Co-Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in common areas, except in such storage area as may be specifically designated for the respective Co-Owner by the Board of Directors. No clothing, rugs, sheets, blankets or other laundry shall be hung or exposed from windows, balconies, decks or other common areas of the Property except when specifically approved by the Board of Directors. Screened porches shall at all times be kept clean and free of clothes, etc. If there is a violation of these rules, the Board of Directors shall have the right to assess a penalty fee.

8. Electric Wiring: No Co-Owner shall overload the electric wiring in any building, or operate any machines, appliances, accessories or equipment to the heating or air-conditioning system or plumbing system other than those systems originally installed, without the prior written consent of the Board of Directors or managing agent.

9. Boats, Campers and Inoperable Motor Vehicles: No boats, canoes, or campers shall be stored or parked on or in the common areas. All boats, canoes and campers shall be stored and parked in the area designated by the Board of Directors. Motor vehicles may be parked only in the areas provided for that purpose. Any motor vehicle which breaks down or becomes inoperable in the common areas shall immediately be repaired and made operable. The Board of Directors shall have the authority to remove any such vehicle from the common area if such vehicle is left in an inoperable state for more than 48 hours, or if such vehicle impedes or prevents ready access to any part of the Property. If there is a violation of these rules, the Board of Directors shall have the right to assess a penalty fee.

10. Pets: No animals shall be raised, bred or kept in any apartment, except for dogs, cats or other household pets of a Co-Owner, provided that they are not kept for any commercial purposes, and provided that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board of Directors, and provided that they shall not in the sole judgment of the Board of Directors constitute a nuisance to others. If there is a violation of these rules, the Board of Directors shall have the right to assess a penalty fee. Pets shall be limited to no more than two (2) pets in any apartment and shall be limited to small pets. Any and all pets will need to be approved by the Board of Directors or any such committee created by the Board for such review.

ARTICLE VIIIMISCELLANEOUS

1. Seal: The seal of the Association shall be circular in form and shall contain the name of the Association and the year of its creation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

2. Bank Accounts: The Board of Directors may, from time to time, by resolution authorize the maintenance of one or more deposit accounts by the Association. All checks, drafts, or other orders for the payment of money issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

3. Notice: Whenever any notice or demand is required to be given by these By-Laws or the Master Deed, any notice or demand so required shall be deemed sufficient if given by depositing the same in the United States Mail, postage prepaid, addressed to the person entitled thereto at his last known post office address according to the records of the Association, and such notice shall be deemed given on the day of such mailing.

4. Waiver of Notice: Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Charter, these By-Laws or the Master Deed, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

5. Conflict: In the event of any conflict between the provisions of these By-Laws and the Master Deed, the Master Deed shall govern.

6. Definitions and Gender:

- (a) The Members of the Association shall be all Co-Owners of the Property.
- (b) All definitions set forth in the Master Deed are incorporated by reference herein.
- (c) Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE IXAMENDMENT

1. Notice: Notice of the subject matter of a proposed amendment to these By-Laws shall be included in the notice of any meeting at which a proposed amendment is considered

- (a) A resolution for the adoption of the proposed amendment shall be represented to a meeting of the Members approval of any amendment shall be

had only upon the affirmative vote of the Co-Owners representing at least two-thirds of the total basic value of the Property, as provided for in the Act.

- (b) Proviso. Provided, however, that no amendment shall discriminate against any Co-Owner not against any Apartment or class or group of Apartments unless the Co-Owners so affected shall consent. No amendment shall be made which is in conflict with the Act, the Charter or the Master Deed.

4. Execution and Recording: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the RMC Office for Charleston County, South Carolina.

The foregoing were adopted as By-Laws of CAMBRIDGE LAKE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of South Carolina, at the first meeting of the Board of Directors on the ~~24th~~ day of ~~February~~, 2003.

[Signature]
WITNESS

[Signature]
PRESIDENT

[Signature]
WITNESS

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Personally appeared before me the undersigned witness who, on oath, says that he saw the within named CAMBRIDGE LAKE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., by Robert Ester, its President, sign the within Master Deed, and that (s)he with the other witness herein witnessed the execution thereof.

[Signature]
Witness

SWORN TO and subscribed before me this 24th day of February, 2003
[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/19/2007

EXHIBIT "D"

CAMBRIDGE LAKE HORIZONTAL PROPERTY REGIME
(A CONDOMINIUM)
CHARTER OF
CAMBRIDGE LAKE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a non-profit corporation under the laws of the State of South Carolina, and certify as follows:

ARTICLE I – NAME

The name of the corporation shall be: Cambridge Lake Condominium Homeowners Association, Inc. For convenience the corporation is herein referred to as "the Association".

ARTICLE II – PURPOSE & POWERS

SECTION I – PURPOSE

The purpose for which the Association is formed is to provide an entity for the administration, management and operation of Cambridge Lake Horizontal Property Regime (herein called "the Condominium"), to be established as a Condominium by the Master Deed of Cambridge Lake Horizontal Property Regime to be filed in the RMC Office of Charleston County, South Carolina (hereinafter referred to as "the Master Deed"); said Condominium being located on lands situated in Charleston County, South Carolina, and more fully described in Exhibit "A" to Master Deed.

SECTION II – POWERS

As a means of accomplishing the foregoing purposes, the Association shall have the following powers:

- (a) The Association shall have all of the powers now conferred or which may be hereafter conferred on a non-profit corporation under the laws of the State of South Carolina which are not in conflict with the terms of this Charter.
- (b) The Association constitutes the incorporation of the "Council of Co-Owners" as provided in the Horizontal Property Act of South Carolina, Section 27-31-90, South Carolina Code of Laws, 1976, as amended (herein the "Act") and shall have all of the powers necessary to administer and manage the Condominium pursuant to the Act, the Master Deed as it may be amended from time to time, and the By-Laws of the Association (the "By-Laws"), including, but not limited to the following:
 - (i) To designate those expenses which shall constitute the common expenses of the Condominium, other than those expenses declared as common expenses under the Act, the Master Deed and the By-Laws.

- [ii] To estimate the amount of the annual budget and to make and collect assessments against Co-Owners of Apartments in the Condominium, to defray the costs, expenses and losses of the Condominium.
- [iii] To use the proceeds of assessments in the exercise of its powers and duties.
- [iv] To maintain, repair, replace, and operate the Condominium Property.
- [v] To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members, including fidelity bond coverage for all persons having access to the funds of the Association.
- [vi] To make and amend reasonable Rules and Regulations respecting the use of the Condominium Property.
- [vii] To reconstruct improvements after casualty and to further improve the Property.
- [ix] To contract for the management of the Condominium as provided for in the Master Deed and to delegate to such managing agent all powers and duties of the association except such as are specifically required by the Master Deed to have approval of the Board of Directors or the membership of the Association.
- [x] To contract for the management or operation of portions of the Common Elements of the Condominium susceptible to separate management or operation.
- [xi] To retain legal counsel.
- [xii] To employ personnel to perform the services required for proper operation of the Condominium.
- [xiii] To purchase Apartments in the Condominium.
- [xiv] To have access to each Apartment in the Condominium at reasonable times as may be necessary for the maintenance, repair or replacement of any of the Common Elements of the condominium, or for making emergency repairs necessary to prevent damage to the Common Elements and facilities or Apartments in the Condominium.
- [xv] To make such distributions of any profit, surplus or reserve funds of the Association to the members of the Association at such times and in such manner, and to do such other acts, as may be required to comply with the provisions of Section 501 (c)(4) of the Federal Internal Revenue Code, as amended and applicable Revenue Rulings; and other Federal and State statutes providing for an exemption from Federal and State Income Taxes for non-profit organizations.

- [xvi] To foreclose any lien for unpaid assessments in like manner as any mortgagee of real property, as provided in the Master Deed and By-Laws.
- (c) All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members of the Association in accordance with the provisions of the Master Deed, this Charter and the By-Laws.
- (d) The Association will not take steps which will serve to facilitate the transaction of specific business by its members or promote the private interest of any member, or engage in any activity which would constitute a regular business of a kind ordinarily carried on for profit, and no part of the net earnings of the Association shall insure to the benefit of any private individual.
- (e) The Association holds, or desires to hold, property in common for social and fraternal purposes and is not organized for the purpose of profit or gain to the members, or for the insurance of life, health, accident or property, and that three days' notice in The News & Courier, a newspaper of general circulation published in the County of Charleston, South Carolina, has been given that this Charter would be filed.

ARTICLE III

SECTION 1 – QUALIFICATION

The members of the Association shall consist of all of the record Co-Owners of Apartments in the Condominium.

SECTION 2 – CHANGE OF MEMBERSHIP

Change of membership in the Association shall be established by the recording in the RMC Office of Charleston County, South Carolina, of a deed or other instrument establishing a record title to an Apartment in the Condominium, and the delivery to the Association of a certified copy of such deed, or instrument, the new Co-Owner designated by such instrument thereby becoming a member of the Association. The membership of the prior Co-Owner shall be thereby terminated.

SECTION 3 – VOTING

The vote for an Apartment shall be cast by the Co-Owners thereof or by his proxy designated in the manner provided for in the By-Laws. If there is more than one Co-Owner of an Apartment, then the Co-Owners shall select a representative to cast their vote in the manner provided for in the By-Laws. The Association shall have only as many memberships as there are Apartments, with each member having a vote equal to his undivided percentage share in the Common Elements of the Condominium as set forth in Exhibit "C" to the Master Deed and in accordance with the Act. Voting rights will be exercised in the manner provided by the By-Laws.

SECTION 4 – APPROVAL OR DISAPPROVAL BY CO-OWNERS

Whenever the approval or disapproval of a Co-Owner is required upon any matter, whether or not the subject of an Association meeting, such approval or disapproval shall be expressed by the same person who would cast the vote of such Co-Owner at an Association meeting.

SECTION 5 – RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as appurtenance to such member's Apartment.

ARTICLE IV – DIRECTORSSECTION 1 – NUMBER

The affairs of the Association shall be administered by a Board of not less than three (3) nor more than seven (7) Directors. At all elections of the Directors of the association each member entitled to vote (in the manner provided for in the By-Laws) shall be entitled to as many votes as shall equal the number of votes which (except for this provision) he would be entitled to cast for the election of Directors multiplied by the number of Directors subject to the election, and he may cast all of such votes for a single candidate or may distribute them among some or all of the candidates, as he may see fit.

SECTION 2 – COMMITTEES

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees each of which shall consist of two (2) or more Directors, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Association. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present.

SECTION 3 – RESERVATIO OF CONTROL

The first election of Directors shall not be held until after all of the Apartments of the Condominium have been sold by the Developer, until January 1, 2008 or until the Developer elects to terminate its control of the Condominium, whichever shall first occur. The Directors herein named shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

ARTICLE V – PERIOD OF DURATION

The period of duration of the Association shall be perpetual, provided, however, that the Association shall be terminated by the termination of the condominium in accordance with the provisions of the Master Deed.

ARTICLE VI - OFFICERS

The officers of the corporation shall consist of a president, one or more vice-presidents, a secretary and treasurer and such other officers and assistant officers as may be deemed necessary, which officers shall serve at the pleasure of the Board of Directors.

The names and addresses of officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Al Estee

ARTICLE VII - INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, or any settlement thereof, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not in exclusion of all other rights to which such Director or officer may be entitled under the Master Deed or By-Laws, or otherwise. The Association shall also purchase a fidelity bond for each Director and officer having access to the funds of the Association.

ARTICLE VIII - PROHIBITED ACTIVITIES

No part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE IX - INITIAL DIRECTORS

The number of Directors constituting the initial Board of Directors shall be five (5). The names and addresses of the persons who shall serve as the Directors of the Association for the first year and until their successors are elected and duly qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
1. Al Estee	887 Johnnie Dodds Boulevard, Mt. Pleasant, SC 29464
2. <u>To Be Named</u>	_____
3. <u>To Be Named</u>	_____
4. <u>To Be Named</u>	_____
5. <u>To Be Named</u>	_____

ARTICLE X – INCORPORATIONS

The names and addresses of the Incorporators of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
1. Al Estee	887 Johnnie Dodds Boulevard, Mt. Pleasant, SC 29464

ARTICLE XI – BY-LAWS

The By-Laws of the Association shall be in the form attached to the Master Deed as Exhibit "E".

ARTICLE XII – MISCELLANEOUS

- (a) All definitions set forth in the Master Deed are incorporated by reference herein.
- (b) Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

The undersigned Petitioners, being the officers of Cambridge Lake Condominium Homeowners Association, Inc., declare that they were authorized and directed to apply for incorporation in the manner and for the purposes as stated hereinabove

<u>NAME</u>	<u>ADDRESS</u>
(put same names as listed under incorporators)	
1. Al Estee (President)	<u>24 River Reach Way, Charleston, SC 29407</u>

WHEREFORE, your Petitioners pray that the Secretary of State do issue to the aforesaid Cambridge Lake Condominium Homeowners Association, Inc., a Charter with all the rights, powers, privileges and immunities, and subject to all of the limitations and liabilities conferred by Chapters 12 and 13, Title 12, 1962 Code of Laws of South Carolina, and acts amendatory thereto.

Cambridge Lake Homeowners Assn. Inc.
By *[Signature]*
(Name of Incorporator)

Charleston, South Carolina

24 day of March, 2007