

AMENDED MASTER DEED
FOR
THE ENCLAVE ON SLOAN
HORIZONTAL PROPERTY REGIME
Clemson, South Carolina, formerly known as
Sloan Street Homes Horizontal Property Regime

Developer:

EOS OF CLEMSON, LLC

Prepared by:

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This is the first page of the Amended Master Deed for The Enclave on Sloan Horizontal Property Regime formerly known as Sloan Street Homes Horizontal Property Regime. In the event other pages, including but not limited to, cover pages, indexes, or tables of contents, are placed in front of this page, those pages shall not be deemed the first page. This page and this page only shall be deemed the first page of the Amended Master Deed for all legal purposes.

THE PARTIES AGREE THAT THE PROVISIONS OF THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, § 15-48-10, ET SEQ., OF THE CODE OF LAWS OF SOUTH CAROLINA FOR 1976 (AS AMENDED) SHALL BE APPLICABLE TO THIS AGREEMENT, EXCEPT THAT WHERE THE TERMS OF THIS AGREEMENT CONFLICT WITH THE UNIFORM ARBITRATION ACT, THEN THE TERMS OF THIS AGREEMENT SHALL PREVAIL.

AMENDED MASTER DEED

OF

The Enclave on Sloan Horizontal Property Regime

Pickens County, Clemson, South Carolina

WHEREAS, EOS of Clemson, LLC, a South Carolina limited liability company is the sole owner of the land and improvements hereafter described which property was formerly known as Sloan Street Homes Horizontal Property Regime by virtue of a Master Deed recorded in Deed Book 110, page 201, records of Pickens County; and,

WHEREAS, EOS of Clemson, LLC, wishes to amend the Master Deed; and,

WHEREAS, First Citizens Bank and Trust Company of South Carolina and Margaret A. Strom and James L. Strom are the mortgage holders of the herein described property and have joined in the execution of this Amended Master Deed.

NOW THEREFORE, EOS of Clemson, LLC, hereinafter referred to as the "Developer" as the sole owner of the land and improvements hereinafter described, does hereby make, declare, and publish its intention and desire to submit, and does hereby submit, the lands and building hereinafter described, together with all of the other improvements thereon,

including all easements, rights, and appurtenances thereto belonging to a horizontal property regime (to be known as The Enclave on Sloan Horizontal Property Regime, hereinafter called the Regime) in the manner provided for by the South Carolina Horizontal Property Act as amended, S.C. Code Annotated, §27-31-10, etc.1976. In conformity with §27-31-30 and §27-31-100 of said Act, the Grantor sets forth the following particulars each of which supercedes and takes the place of the provisions of the original Master Deed and the provisions of the original Master Deed are hereby null and void.

GENERAL DEFINITIONS

Unless the context requires otherwise, the terms used in this Master Deed and in the other condominium documents shall have the following definitions:

ARTICLE I

Definitions

Section 1.1. Definitions: Unless defined herein or unless the context requires otherwise, the words defined in Section 27-31-20, South Carolina Code of Laws (1976), when used in this Amended Master Deed or any amendment hereto, shall have the meaning therein provided. The following words when used in this Amended Master Deed or any amendment hereto, unless the context requires otherwise, shall have the following meanings:

"Act" means the Horizontal Property Act of South Carolina, South Carolina Code of Laws (1976), as amended, Section 27-31-10 to Section 21-31-300, and as may be further amended from time to time.

"Assessment" means the amount assessed against an Owner and his Unit from time to time by the Association in the manner provided herein.

"Association" means The Enclave on Sloan Homeowners Association, Inc., being an association of and limited to Owners of the Units located in the Regime in the form of a non-profit, non-stock membership association which has been incorporated in accordance with the Articles of Incorporation attached hereto as Exhibit G.

"Board of Directors" or "Board" means the Board of Directors of the Association, and "director" or "directors" means a member or members of the Board.

"Building" means a structure or structures containing in the aggregate two or more units comprising a part of the property.

"Bylaws" means the Bylaws of the Association attached hereto as Exhibit H, as amended from time to time.

"Common Area" means all of the Regime property after excluding the Units and Limited Common Area.

"Common Expenses" means:

- (a) all expenses incident to the administration, maintenance, repair and replacement of the Common Area and the Limited Common Area, after excluding therefrom such expenses which are the responsibility of an Owner;
- (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners;
- (c) expenses declared to be Common Expenses by the Act or the Regime Documents; and
- (d) reasonable reserves established for the payment of any of the foregoing.

"Condominium" means that form of ownership established by the provisions of the Act under which space intended for independent use is owned by a Co-Owner in fee simple and the parts of the Property other than such independently owned spaces are owned by all such Co-Owners in undivided interests, which undivided interests are appurtenances to the respective independently owned spaces.

"Co-Owner" means an individual, person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which owns a Unit.

"Developer" means EOS of Clemson, LLC, a South Carolina limited liability company, its successors and assigns.

"Horizontal Property Regime" means the legal entity provided for in the act.

"Land" means the certain real property described in Exhibit A attached hereto.

"Limited Common Area" means those areas so designated in Exhibit D attached hereto.

"Amended Master Deed" means this document, as amended from time to time.

"Mortgage" means any (i) mortgage, deed of trust or other security instrument used for the purpose of subjecting real property to a lien or encumbrance as security for indebtedness.

"Mortgagee" means the holder, beneficiary or mortgagee under any Mortgage.

"Owner" means the record owner, whether one or more persons, of fee simple title in and to any Unit, excluding, however, those persons having such interest merely as security for the performance of an obligation.

"Person" means an individual, corporation, partnership, association, trustee or other legal entity, or any combination thereof.

"Percentage Interest" means the percentage of undivided interest each Owner owns as tenant-in-common in the Common Area and Limited Common Area; and "Total Percentage Interests" means the aggregate of all the Percentage Interests.

"Plans" means and includes the architectural plans of the Project which are filed as an attachment to this Amended Master Deed, and certified by a licensed engineer and/or architect in accordance with the provisions of the Act.

"Project" means the Land, the buildings and all other improvements and structures located thereon, and all easements, rights and appurtenances belonging thereto, submitted to the Act by this Amended Master Deed.

"Property" shall mean and include the land which is or may be owned in fee simple by Grantor and which is herein or may hereafter be submitted to the provisions of the Act by this Amended Master Deed and any amendments thereto, along with all improvements constructed thereon and all easements, rights and appurtenances belonging thereto, which comprise the Horizontal Property Regime established by this Amended Master Deed, also being sometimes called the "Project."

"Regime" means the horizontal property regime established by this Amended Master Deed, including all appurtenances and incidents of ownership attendant therewith.

"Regime Documents" means and includes this Amended Master Deed, all Exhibits hereto, the documents of Incorporation of the Association, the Bylaws and the Rules and Regulations, all as amended from time to time.

"Residential Units" means that part of the Project restricted to residential use and intended for independent use by an Owner situated within the Unit Boundaries designated in Exhibit E.

"Rules and Regulations" means the rules and regulations from time to time promulgated by the Board of Directors governing the use of the Common Area, Limited Common Area and Units.

"Site Plan" means and includes the survey of the Land and improvements attached hereto as Exhibit B showing the boundaries of the Land and the location of the Units and amenities of the Project thereon.

"Trustee" means a financial institution with trust powers or other business entity commonly accepted by private institutional mortgage investors in South Carolina, to act as a fiduciary for the benefit of the Association and the Owners which shall be designated by the Board of Directors to hold certain funds and provide services as provided herein.

"Unit" means that part of the Project intended for Independent use by an Owner situated within the Unit Boundaries designated in Exhibit E. Each Unit is identified in Exhibit B and/or Exhibit C by a specific number, which number shall be sufficient to identify the Unit for all purposes.

"Unit Estate" means all the components of ownership held by an Owner, including the rights and interests of the Owner in and to the Unit, the rights of use of the Limited Common Area and the undivided interest in the Common Area and limited Common Area. Unless the context requires otherwise, all references to "Units" herein shall include the Unit Estate".

ARTICLE II

Administration

Section 2.1. The Association. The administration of the Regime shall be the responsibility of the Association which shall be made up of all the Owners of Units in the Regime. The Association and the Owners shall be governed by this Amended Master Deed and the Bylaws attached hereto as Exhibit H, as the same may be amended from time to time.

Section 2.2. Professional Management. Management of the Project may be conducted by a professional management company retained by the Association; provided, however, that the Association may enter into management contracts with reasonable compensation and termination provisions consistent with provisions generally prevailing for management contracts relating to condominium projects located in South Carolina.

Section 2.3. Agreements. The Association shall be and hereby is authorized to enter into such written agreements, including without limitation, written management contracts, as it may deem

necessary or desirable for the administration and operation of the Regime. Each Owner by acquiring or holding an interest in any Unit thereby agrees to be bound by the terms and conditions of all such written agreements entered into by the Board of Directors on behalf of the Association.

Section 2.4. Access to Information. The Association shall make available to Owners and holders, insurers or government guarantors of any mortgage, current copies of the Regime Documents and the books, records, contractual arrangements and financial statements of the Association. "Available" means available for reasonable inspection, upon request, during normal business hours or under other reasonable circumstances. Any party entitled to the benefits of this Section 2.4 shall be permitted to designate one or more agents who shall be permitted to represent said party in connection with any and all reviews of the Regime Documents and books, records, contractual arrangements and financial statements of the Association.

Section 2.5. Financial Statements. No later than 120 days after the close of any fiscal year of the Association, the Association shall cause unaudited financial statements for such fiscal year to be prepared by a certified public accountant licensed in the State of South Carolina. Copies of these financial statements shall be provided free of charge to any party entitled to the benefits of Section 2.4 promptly upon request.

Section 2.6. Rules and Regulations. The Board of Directors shall be entitled to promulgate reasonable Rules and Regulations from time to time, which shall be binding upon the Association and all Owners and lessees of Owners, their families, invitees and guests, regarding the use and enjoyment of Units, the Limited Common Area and Common Area. The initial Rules and Regulations of the Association are contained in Exhibit I attached hereto. Copies of the current Rules and Regulations shall be furnished to Owners and lessees of Owners upon request.

ARTICLE III.

Property Rights

Section 3.1. Development Plan. The Developer has caused to be constructed on the Land a residential building containing a total of seven (7) Units and amenities in accordance with the Plans and the specifications for construction, copies of which shall remain on file in the office of the Association. The seven (7) Units are as follows:

Five (5) of the units which are numbered 1, 4, 5, 6, and 7 consists of two floors. Units 2 and 3 consists of one floor. Units 2 and 3 each contain 2 bedrooms, 2 baths, a living room, a dining area and a kitchen, a mechanical room and a washer/dryer space. The limited common area for Units 2 and 3 consists of a concrete patio and a covered entrance.

Units 1, 4, 5, 6 and 7 are two-story units consisting of a kitchen, a dining area, a living room, a mechanical room, a washer/dryer area, and a half bathroom on the first floor. They also consist of 2 bathrooms and 2 bedrooms on the second floor. The limited common area for these Units consists of a patio and an entrance and Units 4, 5, 6 and 7 have decks.

Section 3.2. Units.

Each Unit Estate shall for all purposes constitute a separate parcel of real property which, subject to the provisions of this Amended Master Deed, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of the Act and this Amended Master Deed, shall be entitled to the exclusive ownership and possession of his Unit.

Section 3.3. Common Area and Limited Common Area.

(a) Percentage Interest. The Owners shall own the Common Area and Limited Common Area as tenants in common, with each Unit having appurtenant thereto the Percentage Interest in the Common Area and Limited Common Area as set forth in Exhibit F attached hereto; provided, however, that the use of the Limited Common Area shall be restricted as set forth in Section 3.3(e). The Percentage Interest appurtenant to each Unit has been determined by dividing the assigned value of the respective Unit as shown on Exhibit F by the aggregate value of all of the Units as shown on Exhibit F. The value assigned to any Unit in Exhibit F shall not fix the market value of the Unit and shall only be utilized for purposes of computing the Percentage Interest appurtenant to the respective Unit.

(b) Inseparability of Percentage Interests. The Percentage Interest in the Common Area and the Limited Common Area cannot be separated from the Unit to which it appertains and shall be automatically conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed or other instruments.

(c) No partition. The Common Area and Limited Common Area shall remain undivided and no right to partition the same or any part thereof shall exist except as provided in the Act, the Bylaws and this Amended Master Deed.

(d) Use of Common Area: The Common Area shall be used in accordance with the intended purposes without hindering the exercise of or encroaching upon the rights of other Owners. The Board of Directors shall, If any question arises, determine the purpose for which a part of the Common Area is intended to be used. All Owners and lessees of Owners, their families, invitees and guests shall abide by all Rules and Regulations from time to time in effect governing the use of the Common Area.

(e) Limited Common Area. Ownership of each Unit shall entitle the Owner or Owners thereof to the use of the Limited Common Area adjacent and appurtenant to such Unit and so designated in Exhibit D, which exclusive use may be delegated by such Owner to persons who reside in his Unit. All Owners and lessees of Owners, their families, invitees and guests shall abide by all

Rules and Regulations from time to time in effect governing the use of the Limited Common Area.

Section 3.4. Status of Title to the Project. The Developer represents and warrants to the Association and all the Owners that as of the effective date hereof, the Developer has a reasonably safe, marketable title to the Land. The rights and interests of all Owners in and to the Common Area and Limited Common Area shall be subject only to (i) liens for real estate taxes for 2004 and subsequent years; (ii) easements, conditions, covenants and restrictions existing against the property; and (iii) applicable governmental regulations, including zoning laws, which may be imposed upon the project from time to time; provided, however, that the Developer warrants that the foregoing do not unreasonably interfere with the use of the Project for residential purposes. In addition, the Developer warrants that it will pay all parties who have provided materials to or rendered services in connection with the construction of the Project in a timely manner and shall indemnify and hold the Association and the Owners harmless from all liens, claims or causes of action of persons who have supplied materials to or rendered services in connection with the construction of the project by Developer.

ARTICLE IV

Assessments

Section 4.1. Creation of Lien and Personal Obligation for Assessments. Each Unit Estate is and shall be subject to a lien and permanent charge in favor of the Association for the Assessments set forth herein. Each Assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the Unit Estate against which it relates, and shall also be the joint and several personal obligation of each Owner of such Unit Estate at the time the Assessment comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Unit Estate, and each and every Owner by acquiring or holding an interest in any Unit Estate thereby covenants to pay such amount to the Association when the same shall become due.

Section 4.2. Annual Assessments. No later than forty-five (45) days prior to the end of each calendar year, the Board of Directors shall set the "Annual Assessments" by estimating the Common Expenses to be incurred during the immediately succeeding calendar year and shall prorate such Common Expenses among the Owners of the Units in accordance with their respective Percentage Interests and shall give written notice to each Owner of the Annual Assessment fixed against his Unit for such immediately succeeding calendar year; provided, however, that the Annual Assessment for the calendar year 2004 shall be \$110.00 per month per unit. The Annual Assessments levied by the Association shall be collected as provided in Section 4.4.

The Annual Assessments shall not be used to pay for the following:

- (a) Casualty insurance of individual Owners on their possessions within the Units and liability insurance of such Owners insuring themselves and their families individually, which shall be the sole responsibility of such Owners;
- (b) Telephone, gas, water, sewer or electrical utility charges for each Unit which shall also be the sole responsibility of the Owners of such Units;
- (c) Ad valorem taxes assessed against Units;
- (d) Private mortgage insurance.

It is anticipated that ad valorem taxes and other governmental assessments, if any, upon the Project will be assessed by the taxing authority upon the Unit Estate, and that each assessment will include the assessed value of the Unit and of the undivided interest of the Owner in the Common Area and the Limited Common Area. Any such taxes and governmental assessments upon the Project which are not so assessed shall be included in the Association's budget as a recurring expense and shall be paid by the Association as a Common Expense. Each Owner is responsible for making his own return of taxes and such return shall include such Owner's undivided interest in the Common Area and Limited Common Area as such undivided interest is determined by law for purposes of returning taxes.

Section 4.3. Special Assessments. In addition to the Annual Assessments, the Board of Directors may levy in any calendar year "Special Assessments" for the purpose of supplementing the Annual Assessments if the same are inadequate to pay the Common Expenses and of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of the Limited Common Area or the Common Area (including the necessary fixtures and personal property related thereto); provided, however, that any such Special Assessments shall have the assent of Owners representing a majority of the units, voting in person or by proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such Assessment. Written notice of such meeting shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. The period of the Special Assessments and manner of payment shall be determined by the Board.

Section 4.4. Date of Commencement of Assessments; Due Dates. Although, the Annual Assessment is calculated on a calendar year basis, each Owner of a Unit shall be obligated to pay to the Association or its designated agent such Assessment in equal monthly installments on or before the first day of each month during such calendar year.

Section 4.5. Effect of Non-Payment of Assessment; the personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If an Assessment is not paid on the date when due, as herein above provided, then such Assessment together with such late charges and interest thereon and any cost of collection thereof as hereafter provided, shall be a charge and continuing lien on the Unit Estate to which it relates, and shall bind such property in the hands of the Owner, his heirs, legal representatives, successors, and assigns. The personal obligation of the Owner to pay such Assessment, however, shall remain his personal obligation. Furthermore, such prior Owner and his successor in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and his successor in title.

(b) In the event any Assessment is not received before 5:00 P.M. on the date which is ten (10) days of the due date thereof, a late charge in the form of a service fee to be set by the Board of Directors shall be added to the Assessment and shall be due and payable on demand. In addition, in the event any Assessment is not received before 5:00 P.M. on the date which is thirty (30) days of the due date thereof, interest at the rate of fourteen (14%) per annum (not to exceed the highest lawful rate) shall be added to the Assessment and shall be due and payable on demand. Interest will continue to accrue until the Assessment is paid in full.

(c) The Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against the Unit Estate to which it relates or pursue both such courses at the same time or successively. In any event, the Association shall be entitled also to recover reasonable attorney's fees actually incurred and all other costs of collection. Each Owner, by his acceptance of a deed or other conveyance to a Unit, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. The Association shall have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may be relieved from liability from the Assessment provided for herein by abandonment of his Unit or otherwise.

(d) During any period in which an Owner shall be in default in the payment of any Annual or Special Assessment levied by the Association, the voting rights of the Owner and the rights of the Owner and lessees of the Owner, their families, invitees and guests, to use and enjoy the Common Area, except for ingress and egress to the Owner's Unit, may be suspended by the Board of Directors until such time as the Assessment has been paid.

Section 4.6. Subordination of the Charges and Liens to Mortgages.

(a) The lien and permanent charge for the Assessments (together with late charges, interest, fees and costs of collection) authorized herein with respect to any Unit is hereby made subordinate to the lien of any mortgagee or his assigns placed on such Unit Estate if, but only if, all such Assessments with respect to such Unit Estate having a due date on or prior to the date such

mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to Assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged Unit Estate of his personal obligation to pay all Assessments coming due at a time when he is the Owner; shall not relieve such Unit Estate from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished against a mortgagee or such mortgagee's assignee or transferee by foreclosure); and no sale or transfer of such Unit Estate to the mortgagee or to any other person pursuant to a foreclosure sale shall relieve any previous Owner from liability for any Assessment coming due before such sale or transfer.

Section 4.7 Reserves. The Board of Directors shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Area and Limited Common Area. The Board of Directors shall include amounts needed to maintain an adequate reserve fund in its estimation of the Common Expenses for each fiscal year and shall cause deposits to the reserve fund to be made in connection with the collection of the Annual Assessment.

Section 4.8. Working Capital Assessment. Notwithstanding anything to the contrary in this Amended Master Deed, a working capital fund shall be established for the Association by collecting from each Owner who acquires title to his Unit from the Developer a Working Capital Assessment amounting to 2/12ths of the Annual Assessment then in effect, which Assessment shall be due and payable at the time of transfer of each Unit to the respective Owner.

ARTICLE V

Insurance and Casualty Losses

Section 5.1. Hazard Insurance.

(a) The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a "master" or "blanket" type policy or policies of property insurance covering the entire Project, except (i) land, foundation, excavation, or other items normally excluded from coverage; (ii) all improvements and betterments made to Units by Owners at their expense; and (iii) personal property of Owners and lessees of Owners, their families, invitees and guests. Such coverage shall also insure supplies, equipment and other personal property of the Association and fixtures, equipment and other personal property inside Units which are transferred as a part of the Unit. All policies of property insurance shall be single entity condominium insurance coverage. The master insurance policy shall afford, at a minimum, protection against loss or damage by fire and

other perils normally covered by standard extended coverage endorsements; and all other perils which are customarily covered with respect to condominium projects similar in construction, location and use, including all perils normally covered by a standard "all risk" endorsement, where such is available. The policy shall be in an amount equal to 100 per cent of the current replacement cost of the Project, exclusive of those items set forth herein and of land, foundations, excavation, and other items normally excluded from coverage; and "agreed value" and "inflation guard" endorsements shall also be obtained, if available. A "deductible amount" not to exceed amounts permitted in applicable provisions of the Federal to National Mortgage Association Lending Guide may be included at the discretion of the Board of Directors, but the deductible amount shall be considered a Common Expense and borne by the Association regardless of the number of Owners directly affected by the loss.

(b) The Board of Directors shall cause to be conducted an annual insurance review for the purpose of determining the full insurable value of the entire Project, including all buildings, Units, Limited Common Areas and the Common Areas without respect to the depreciation of improvements on the Land (with the exception of improvements and betterments by the respective Owners at their expense) by one or more qualified persons. The information obtained from this review shall be utilized in connection with satisfaction of the insurance required hereof.

(c) The name of the insured under the master policy shall be substantially as follows: for the use and benefit of the individual Owners of Units in The Enclave on Sloan Horizontal Property Regime. Loss payable provisions shall be in favor of the Association and the Trustee, as a trustee for each Owner, and each such Owner's mortgagee as the interests of such parties may appear. Each Owner and his respective mortgagee, if any, shall be beneficiaries of the policy in a percentage equal to the Percentage Interest attributable to the Unit owned by such Owner. All policies shall contain a standard mortgagee clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in South Carolina, and which appropriately names all mortgagees or their servicers in such form as requested by such mortgagees or their servicers.

(d) All policies shall be written with a company licensed to do business in the State of South Carolina, holding a general policyholder rating of "A" or better by Best's Insurance Reports and in a financial category of Class VI or better in Best's Key Rating Guide. Policies are unacceptable where (i) under the terms of the insurance carrier's charter, bylaws or policy, contributions or assessments may be made against the Association, Owners, mortgagees or the designees of mortgagees; (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policy holders' or members; or (iii) the policy includes any limiting clause (other than insurance conditions) which could prevent mortgagees or Owners from collecting insurance proceeds. Policies may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association and each mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. Policies also shall contain a "special condominium endorsement" or its

equivalent which provides for the following: recognition of any insurance trust agreement; a waiver of the rights of subrogation against Owners individually; the insurance is not prejudiced by any act or omission or negligence of individual Owners which is not in the control of such Owners collectively; and the policy is primary in the event the Owner has other insurance covering the same loss.

(e) The Association shall provide copies of all policies to Owners and/or mortgagees requesting the same for a charge not to exceed reasonable copying costs. In addition, the Association shall cause to be provided evidence of insurance forms which provide the following: a minimum of ten (10) days notice to each Mortgagee which is listed as a scheduled holder of a first mortgage in the insurance policy prior to cancellation, non-renewal or any change adverse to the interests of the mortgagee; the amount of types of coverage afforded; indicate by descriptive name any special endorsements made a part of the master policy; and be executed by an authorized company representative.

(f) Each Owner may obtain additional insurance at his own expense; provided, however, that no 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 the Owners and their mortgagees, may realize under any insurance policy which the Association may have in force on the Project at any particular time. Any Owner who obtains an individual insurance policy covering any portion of the Project, other than the personal property belonging to such Owner, shall file a copy of such policy with the Association within thirty (30) days after purchasing such insurance. Each Owner at his own expense may obtain on his Unit or the contents thereof, title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterments and personal property damaged and lost. Each Owner shall be required to notify the Association of all improvements made by such Owner to his Unit, the value of which exceeds \$1,000.00.

Section 5.2. Flood Insurance. If any part of the improvements located in the Project is determined to be in a special flood hazard area, the Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a "master" or "blanket" type policy of flood insurance made available under the National Flood Insurance Program covering the Project for so much thereof as may be covered under the available policies of insurance. Coverage of such policy shall not be less than the lesser of (i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property; or (ii) 100 per cent of the current "replacement cost" of all such buildings and other insurable property. Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator.

Section 5.3. Liability Insurance. The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a policy of comprehensive general liability insurance coverage covering at a minimum all of the Common Area and Limited Common Area. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects

similar in construction, location and use to the Project; provided, however, that such coverage shall be for at least \$1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability to the insured for property damage, bodily injury and death of persons in connection with the operation, maintenance and use of the Common Area, and legal liability arising out of Workmen's Compensation laws. All mortgagees, upon written request, may be listed as scheduled holders of first mortgages in the insurance policy. Such policy must provide that it is not canceled or substantially modifiable, by any party, without at least ten (10) days prior written notice to the Association and each party listed as a scheduled holder of a mortgage in the insurance policy.

Section 5.4. Authority to Adjust Loss. The exclusive authority to negotiate, settle and otherwise deal in all respects with Insurers and adjust all losses under policies provided for herein shall be vested in the Board of Directors or its duly authorized agent for the benefit of all Owners and mortgagees; provided, however, that all Owners and mortgagees having an interest in such loss shall be advised in advance of all actions anticipated to be taken of a material nature related to the adjustment of the loss. Each Owner, in accepting a deed to a Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person on all matters related to the authority granted in this Section 5.5., including executing all documents required in connection therewith on behalf of the Owner.

Section 5.5 Trustee.

(a) The Board of Directors shall from time to time designate a Trustee who shall serve the Association and the Owners and their mortgagees (as their interests may appear) as provided herein. The Trustee shall be entitled to receive reasonable compensation for services rendered which shall be a Common Expense of the Association.

(b) All insurance policies obtained by the Association shall be deposited with the Trustee. The insurance policies shall name the Association and the Trustee as loss payees. Immediately upon the Receipt by the Association of any insurance proceeds, the Association shall endorse the instrument by means of which such proceeds are paid and deliver the 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 the Trustee have any obligation to inspect the Project to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

(c) Among other things, the duties of the Trustee shall be to receive proceeds delivered to it, hold such proceeds in trust for the benefit of the Owners and their mortgagees, and disburse the proceeds as hereinafter provided.

(d) 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 purposes, shall be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be paid to the Association for the benefit of all Owners and their mortgagees, if any.

(ii) If it is determined, as provided in Section 5.7, that the damage or destruction 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 and attested by the Secretary directing the Trustee to make the disbursements.

(iv) If the damage or destruction is to the Common Area and/or to the Limited Common Area, and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee known by the Trustee from the records of the Association to have the largest interest in or lien upon such Common Area and/or Limited Common Area; and if the damage or destruction is to one or more Units and is to be repaired or reconstructed, said certificate shall also be signed by the mortgagee or mortgagees having an interest in or lien upon such Unit or Units; provided, however, that all mortgagees requested to sign certificates shall be obligated to execute the same so long as repair or reconstruction or rebuilding is progressing in a reasonable manner. The Trustee shall not incur liability to any Owner, mortgagee or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

Section 5.6 Damage and Destruction.

(a) Immediately after all or any part of the Project covered by insurance is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent 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 reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 5.7., means repairing or restoring the damaged property to substantially the same condition in which it existed immediately prior to the fire or other casualty, with each Unit, the Common Area and the Limited Common Area having the same vertical and horizontal boundaries as before.

(b) Any such damage or destruction to the Project shall be repaired unless all the Owners unanimously agree in writing not to repair, reconstruct or rebuild in accordance with the provisions of the Act; provided, however, that any such damage which requires the reconstruction of the whole or more than two-thirds (2/3) of the Building as defined herein, shall not be compulsory unless all the Owners unanimously agreed in writing to repair, reconstruct or rebuild. If not reconstructed, the indemnity shall be delivered in accordance with the provisions of Paragraph (c) of this Section 5.7 Except as otherwise provided, any such damage or destruction

which renders any Unit untenable or uninhabitable, or any such damage or destruction to the Common Area or Limited Common Area, shall be repaired and reconstructed as promptly as practicable. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired, reconstructed or rebuilt.

(c) In the event that it is determined by the Association in the manner prescribed above that the damage or destruction shall not be repaired, reconstructed or rebuilt, then and in that event:

- (i) The Project shall be deemed to be owned by the Owners as tenants in common.
- (ii) The undivided Interest in the Project of each Owner shall be a percentage equal to the Percentage Interest appurtenant to the Unit theretofore owned by the Owner.
- (iii) All liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owners of the respective Units.
- (iv) The Project shall be subject to an action for partition at the instance of any Owner, in which event the net proceeds of the sale shall be deposited with the Trustee.
- (v) The Association shall proceed to satisfy all of its liabilities and convert all of its assets to cash which shall be deposited with the Trustee.
- (vi) The proceeds from the sale of the Project, the liquidation of the assets of the Association and the Insurance proceeds related to the damage or destruction to the Project shall be considered one fund which, after paying the reasonable expenses of the Trustee, shall be distributed to all the Owners and their respective mortgagees as their interests may appear in percentages equal to the respective undivided interest in the Project of said Owners. Distributions to such Owners and their mortgagees shall be made pursuant to certificates provided for in Section 5.6.

Section 5.7 Insufficient Proceeds to Repair.

(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 the Owners of damaged or affected Units in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction.

Additional Special Assessments may be made at any time during or following the completion of my repair or reconstruction. That portion of such Assessments levied against each Owner shall be equal to that percentage computed by dividing the Percentage Interest appurtenant to such Owner's Unit by the aggregate Percentage Interests appurtenant to all Units damaged or affected.

(b) Any and all sums paid to the Association under and by virtue of those Special Assessments provided for in Paragraph (a) of this Section shall be deposited by the Association with the Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee shall be disbursed as provided in Section 5.6.

ARTICLE VI

Condemnation

Section 6.1. General. Whenever all or any part of the Project shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof; provided, however, that the exclusive right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of the Common Area and Limited Common Area shall be vested in the Board of Directors or its duly authorized agent on behalf of the Association. Each Owner, in accepting a deed to a Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person in all matters related to the authority granted in this Section 6.1., including executing all documents required in connection therewith on behalf of the Owner. The award made for such taking shall be payable to the Trustee. Unless otherwise required by law at the time of such taking, any award made therefor shall be disbursed by the Trustee, as hereinafter provided in this Article VI.

Section 6.2. Non Essential Areas. If the taking does not include any portion of any Unit or any portion of the Common Area or Limited Common Area essential to the continued occupancy of any Unit, then the Board of Directors shall be permitted to replace any non-essential improvements to the extent deemed appropriate and the Trustee shall disburse the proceeds of such awards in the same manner as herein above provided for and in connection with the repair, reconstruction or rebuilding of improvements after damage or destruction, with all excess proceeds to be distributed to the Association.

Section 6.3. Essential Areas. If the taking includes any portion of a Unit, or the Common Area or Limited Common Area essential to the use of any Unit, then the award shall be disbursed, and all related matters, including, without limitation, alteration of the Percentage Interests appurtenant to each Unit, shall be handled by the Board of Directors in a just and equitable manner to all Owners; provided, however, that all action of the Board of Directors shall be pursuant to and in accordance with a plan approved by Owners representing at least sixty-seven (67%) percent of the Total Percentage Interests in a duly recorded amendment to this Amended Master Deed. In the event that such an amendment shall not be recorded within 90 days after the taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Section 5.7., whereupon the Regime shall be deemed terminated in the manner therein prescribed.

ARTICLE VII

Architectural Control

Section 7.1. Approval Required for Changes. To preserve the original architectural appearance of the Project, after the purchase of a Unit from the Developer, its successors or assigns, no

exterior construction (except such construction performed by the Developer) of any nature whatsoever, except as specified in the Regime Documents, shall be commenced or maintained upon any building, including without limitation, the Limited Common Area, nor shall there be any change, modification or alteration (except such changes, modifications or alterations performed by the Developer) of any nature whatsoever of the design and appearance of any of the exterior surfaces, or facades, nor shall any Owner paint any gate, fence or roof, nor shall any Owner change the design, or color of the exterior lights, nor shall any Owner Install, erect or attach to any part of the exterior any addition or change until after the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors.

ARTICLE VIII

Maintenance

Section 8.1. Responsibility of Association. Except as specifically provided to the contrary herein, the Association shall maintain the Common Area and Limited Common Area in first class condition; and shall repair or replace, at its expense, all parts of the Common Area and Limited Common Area as necessary. The cost of such shall be charged to the Owners as a Common Expense subject to the provisions of Section 8.3.

Section 8.2. Access to Units. The Association shall have the irrevocable right, to be exercised by the Board of Directors or its agent, to have access to each Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area, Limited Common Area, or the other Units.

Section 8.3. Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in this Article VIII is caused through the willful or negligent act of an Owner or the lessee of an Owner, their families, invitees or guests, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner and his Unit are subject. Each Owner of a Unit shall maintain, repair or replace at his own expense all portions of his Unit which may become in need thereof, including the hot water heater and heating, ventilation and air-conditioning system for such Unit, all bathroom and kitchen fixtures and appliances, light fixtures, interior non-loadbearing walls, carpeting, drapes, windows, screens and other items within the Unit. Further, each Owner of a Unit shall, at his own expense, maintain, repair, and replace, when necessary, that portion of the heating, ventilation and air conditioning system servicing his Unit which is located outside his Unit, the deck/patio, screened porch and storage area for such Unit, and all doors and windows for

such Unit; each Owner shall, at his own expense, keep the Limited Common Area to which his Unit has exclusive access and to which he has exclusive use clean and neat. If the Owner does not make those repairs to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired by the Association and the cost thereof shall be assessed against the Owner and Unit owned by such Owner.

ARTICLE IX

Unit Restriction

Section 9.1. Residential Purposes. All Units shall be, and the same hereby are, restricted exclusively to residential use. No immoral, Improper, offensive or unlawful use shall be made of any Unit and no use or condition shall be permitted which is a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of any other portion of the Project by other Owners or lessees of Owners, their families, invitees and guests. All Units shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate. No fire hazard shall be allowed to exist and no use or condition shall be permitted which will increase any rate of insurance related to the Project. In addition, all Owners and lessees of Owners, their families, invitees and guests shall abide by all Rules and Regulations in effect from time to time governing the use of Units.

Section 9.2. Construction and Sale Period. Anything contained herein to the contrary notwithstanding, it shall be permissible for the Developer to maintain, during the period of construction and sale of Units, upon such portion of the Project as the Developer may deem necessary, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction and sale of Units, including, but without limitation, business offices, storage areas, signs, model units and, sales offices.

Section 9.3. Animals and Pets. No bird, animal or pet shall be kept or harbored in the Project unless the same in each instance be expressly permitted in writing by the Board of Directors. In no event shall dogs or cats be permitted in any of the public portions of the Project unless carried or on a leash. The Owner shall indemnify the Association and the Board of Directors and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Project.

Section 9.4 Exterior Antennas. No exterior television or radio antennas shall be placed on any portion of the Project without prior written approval of the Board of Directors.

Section 9.5 Leasing of Units. Any Owner shall have the right to lease or rent his Unit. All leases or rental agreements shall be in writing and shall be specifically subject to the Regime Documents. The Enclave on Sloan Horizontal Property Regime is intended for single families and is specifically not intended for student rentals, no unit may be leased or rented to more than one person not related by blood or marriage. If Owner chooses to lease the Unit, tenant's verifiable monthly income from Federal U.S. Income tax returns made available to the Association must be three times the amount of monthly rent charged.

ARTICLE X

Easements

Section 10.1. Encroachments. If any portion of the Common Area and/or Limited Common Area encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Area and/or Limited Common Area as a result of settling or shifting of a building, an easement shall exist for the encroachment and for the maintenance of the same so long as the building stands. If any building, any Unit, any adjoining part of the Common Area and/or Limited Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Area and/or Limited Common Area upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Area and/or Limited Common Area due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

Section 10.2. Utilities, etc. There is hereby granted a blanket easement upon, across, over and under all the Project for ingress, egress, installation, replacing, repairing, and maintaining a master television antenna system and all utilities, including, but not limited to, water, gas, sewers, cable television, telephones and electricity, such easements grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the Project and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Units. In addition, the Board of Directors shall be entitled to grant additional permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.

Section 10.3. Other. There is hereby granted to the Association, its directors, officers, agents and employees and to any manager employed by the Association and to all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter and right of entry upon the Project or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this section 10.3 shall be exercised only during

reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

Section 10.4. Authority to Grant Easements. The Association has the authority to execute, acknowledge, deliver, and record on behalf of the Unit Owners, easements, rights-of-way, licenses and similar interests effecting the general common elements.

ARTICLE XI

Assigned Value and Unit Vote

Section 11.1. Unit and Property Values. The schedule of Percentage Interests contained in Exhibit F attached hereto shows the assigned value of each Unit as of the date of this Amended Master Deed and the Percentage Interest appurtenant to such Unit for all purposes. The value of the Project Is equal to the total value of all Units, which includes the value of the appurtenant Percentage Interests in the Common Area and Limited Common Area.

Section 11.2. Unit Votes. Owners shall be entitled to one vote for each Unit owned in the Association and for all other purposes. When a Unit is owned by more than one person, the owners of that Unit must agree among themselves how their combined vote will be case.

ARTICLE XII

Rights Related to Mortgagees

Section 12.1. Notice of Action. Upon written request to the Association from any first mortgage holder ("Eligible Mortgage Holder") or any insurer or government guarantor of a first mortgage ("Eligible Insurer/Guarantor"), identifying the name and address of the holder, insurer or guarantor and the Unit Estate number or address, such Eligible Mortgage Holder or Eligible Insurer/Guarantor shall be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects any material portion of the Project or any Unit Estate on which there is a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer/Guarantor, as applicable;
- (b) any delinquency in the payment of Assessments or other charges owed by any Owner of a Unit Estate subject to a first mortgage held, insured or guaranteed by such Eligible Holder or Eligible Insurer/Guarantor which remains uncured for a period of sixty (60) days;
- (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as are specified in section 12.2 hereafter.

Section 12.2. Special Voting Rights of Eligible Mortgage Holders. To the extent permitted by the Act, any action with respect to the Regime, including, but not limited to, amendment of the Regime Documents, restoration or repair of the Project after partial or total condemnation or casualty loss, or termination of the legal status of the Regime under the Act, requiring the vote of the Owners shall also require the consent of the Eligible Mortgage Holders holding mortgages on Units which represent at least fifty-one (51%) per cent of the aggregate number of Units subject to liens of mortgages of Eligible Mortgage Holders; provided, however, that in the case of termination of the legal status of the Regime not made as a result of destruction, damage, or condemnation, the applicable percentage shall be sixty-seven (67%) per cent instead of fifty-one (51%) per cent.

Section 12.3. Failure to Provide Negative Response. For purposes of section 12.2 hereinabove, an Eligible Mortgage Holder who receives a written request to approve action of the Owners in accordance with section 12.2 shall be deemed to have consented to such action unless the Eligible Mortgage Holder provides a negative written response to the Association within 30 days of the date of receipt by the Eligible Mortgage Holder of the written request.

ARTICLE XIII

General Provisions

Section 13.1. Adherence to Provisions of Amended Master Deed, Bylaws and Rules and Regulations. Every Owner who rents his Unit must post inside his Unit a list of the Rules and Regulations of the Association. Any rental agency handling his rentals must further agree to abide by the Rules and Regulations and shall be responsible for informing and correcting any breaches of the policies by persons renting through its agency. Should a particular agency or person continue not to take corrective action against the renters he has contracted with, or refuse to cooperate with the Association in the enforcement of its Rules and Regulations along with provisions of the Regime Documents, the Association may require the Owner to cease using the services of that particular rental agency. Refusal to do so may result in fines against the Owner in an amount to be determined by the Board of Directors.

Section 13.2. Amendment. Amendments to this Amended Master Deed, except as herein expressly provided to the contrary, shall be proposed by the Board of Directors or by any member of the Association in accordance with the following procedure:

(a) Notice. Notice of the subject matter of the proposed amendment or amendments shall be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered;

(b) Adoption. The Amended Master Deed may be amended at any time and from time to time at a meeting of the Association called in accordance with the Bylaws and this Amended Master Deed upon the vote of Owners representing at least sixty-seven (67%) per cent of the total number of units; provided, however, that if the Association shall vote to amend the Bylaws in any respect, such amendment shall be set forth in an amendment to this Amended Master Deed and shall be valid only when approved by a vote of Owners representing at least sixty-seven (67%) percent of the total number of Units;

(c) Recording. A copy of each amendment provided for in this Section 14.2 shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when recorded.

Section 13.3. Termination. The Regime may be terminated and the Project removed from the provisions of the Act in the following manner:

(a) Agreement. All of the Owners may remove the Project from the provisions of the Act by an instrument to that effect, duly recorded;

(b) Destruction. In the event it is determined in the manner provided in Section 5.7 that the Project shall not be repaired or reconstructed after casualty, the Regime will be terminated and the Regime Documents revoked. The determination not to repair or reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded;

(c) Condemnation. In the event that any part of a Unit, or the Limited Common Area or Common Area essential to the use of any Unit shall be taken by an authority having the power of eminent domain and the consent of Owners representing at least sixty-seven (67%) per cent of the total number of Units to a plan for continuation of the Regime shall not be expressed in an amendment to this Amended Master Deed duly recorded within ninety (90) days after such taking, the Regime shall be terminated and the Regime Documents revoked. Such taking shall be evidenced by a certificate of the Association certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded.

Section 13.4. Covenants Running With the Land. All provisions of this Amended 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 Unit and the appurtenances thereto; and each and every provision of this Amended Master Deed shall bind and inure to the benefit of all

Owners and claimants of the Project or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns.

Section 13.5. Enforcement. Each Owner shall comply strictly with the Bylaws and with the Rules and Regulations of the Association, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth In this Amended Master Deed and in the deed to his Unit. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association or by any aggrieved Owner. In addition, the rights of any Owner or lessee of an Owner, their families, invitees or guests to use and to enjoy the Common Area and Limited Common Area may be suspended by the Board of Directors for continued violation of the Rules and Regulations. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 13.6. Severability. Invalidation of any covenant, condition, restriction or the Rules and Regulations of this provision of this Amended Master Deed, the Bylaws or the Rules and Regulations shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 13.7. Gender or Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. In addition, the use of the terms "herein" or "hereof" shall mean this Amended Master Deed and not merely the Article, Section or Paragraph in which such term is utilized.

Section 13.8. Headings. All Article and Section headings are utilized merely for convenience and shall not limit or enlarge the application of the respective Articles or Sections.

Section 13.9 Powers of Attorney. All powers of attorney for which provisions have been made in this Amended Master Deed are special limited powers coupled with an interest and irrevocable.

ARTICLE XIV

Exhibits

Section 14.1. Exhibits Attached. The following Exhibits are attached hereto and incorporated verbatim in this Amended Master Deed by reference as fully as if set forth herein.

Description	Identification
Legal Description of the Land	A
Site Plan	B
Floor Plans	C
Description of Limited Common Area	D
Description of Unit Boundaries	E
Schedule of Assigned Values and Percentage Interests	F
Declaration for Incorporation of Association	G
Bylaws of the Association	H
Rules and Regulations	I

IN WITNESS WHEREOF, Developer has caused this Amended Master Deed to be executed this 21st day of September, 2004.

Karen W. Sloan
President

EOS OF CLEMSON, LLC
 A S.C. Limited Liability Company

BY: [Signature]

Karen W. Sloan
President

FIRST CITIZENS BANK AND TRUST OF S.C.

BY: [Signature]

MORTGAGE HOLDER

Karen W. Sloan
President

Margaret A. Strom
 MARGARET A. STROM, MORTGAGE HOLDER

James L. Strom
 JAMES L. STROM, MORTGAGE HOLDER

STATE OF SOUTH CAROLINA)
 COUNTY OF PICKENS)

Probate

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named sign, seal and as their acts and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

Sworn to before me this 21st day of September, 2004.

[Signature] (L.S.)
 Notary Public for South Carolina

[Signature]

My Commission Expires: 7/28/12

EXHIBIT A

Exhibit "A"

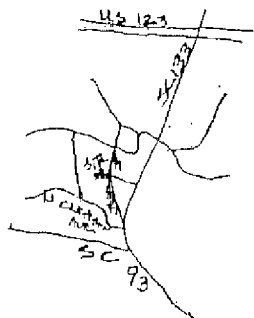
LEGAL DESCRIPTION OF THE LAND
THE ENCLAVE ON SLOAN HORIZONTAL PROPERTY REGIME

All that certain piece, parcel or lot of land being located in the State of south Carolina, County of Pickens, within the corporate limits of the city of Clemson, being shown and described on a plat by Clemson Engineering Services dated February 27, 2004, revised September 1, 2004, formerly known as Lot 5 and part of Lot 4 of Fort Hill Addition and being described on the aforesaid plat as follows:

BEGINNING at a 3/4" pipe located on the western boundary of Sloan Street which point is the northern most point of the property herein conveyed; thence leaving Sloan Street and running S69-33-53W 194.7 feet to a 1" pipe; thence S19-08-00E 100.68 feet to a 1" pipe; thence N71-49-57E 193.85 feet to a 3/4" pipe lying on the western boundary of Sloan Street; thence N78-41-35W 108.37 feet to a 3/4" pipe, the point of BEGINNING.

This being the identical property conveyed to EOS of Clemson, LLC by deed of Margaret A. Strom and James L. Strom recorded March 12, 2004, in Deed Book 0800, Page 10, in the office of the Register of Deeds for Pickens County, South Carolina.

EXHIBIT B
SITE PLAN



CLEMSON CT.
VARIOUS OWNERS

REF. DATA

DOV KREMER
747/11
L-B

PARKING

S 69 33 53 W
134.70

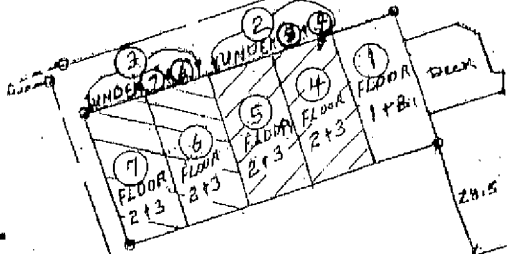
DRIVE

S 51 18 00 E
100.00

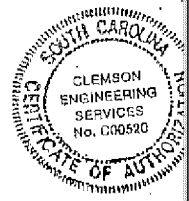
1" PIPE

3/4" PIPE
1" PIPE

SLOAN ST
108.15



N 71 49 57 E
193.95



P/O L-4
VARIOUS
OWNERS

- UNIT ① FLOORS 1 + 2
- " ② FLOOR 1 ONLY UNDER UNITS ③
- " ③ FLOOR 1 " " " ⑥
- " ④ FLOORS 2 + 3
- " ⑤ " " "
- " ⑥ " " "
- " ⑦ " " "

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARD MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND DOES NOT EXCEED THE REQUIREMENTS FOR A CLASS D SURVEY AS SPECIFIED THEREIN. ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN. THE HOUSE IS NOT IN A FEMA DESIGNATED FLOOD AREA.

CLEMSON ENGINEERING SERVICES

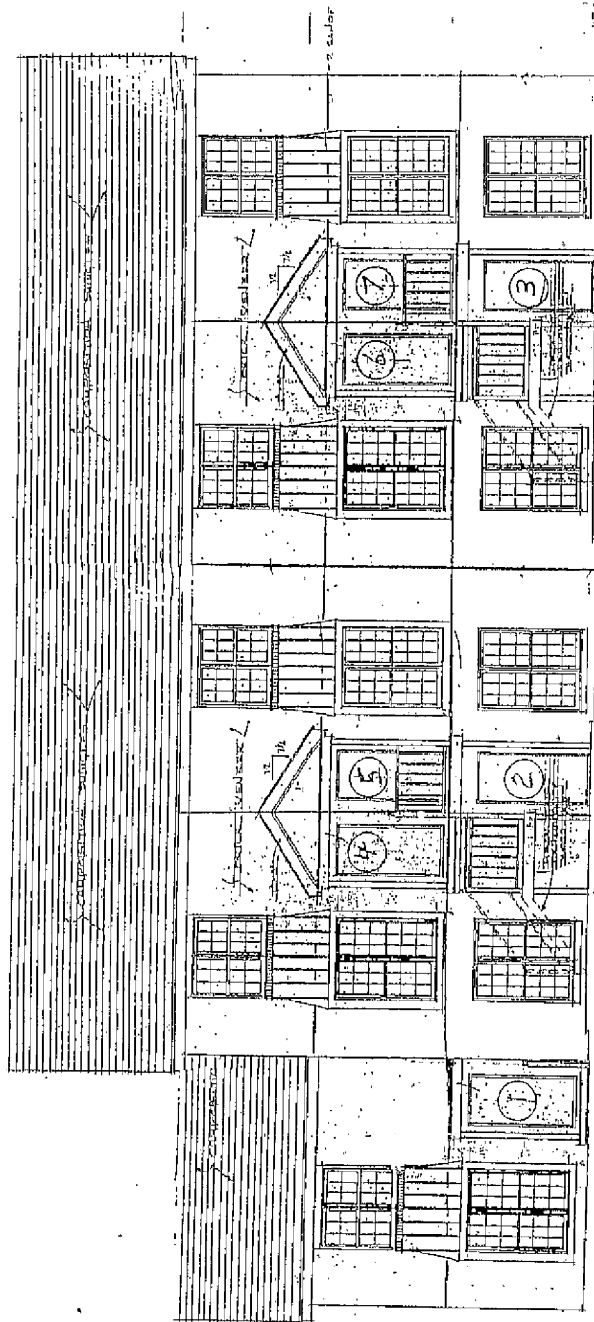
ACREAGE - .493 (DMD)
PLAT OF UNBALANCED TRAVERSE
PRECISION OF FIELD SURVEY - 1:10000
SCALE 1 IN. = 30 FT.

DATE: FEBRUARY 27, 2004 REVISED 9/1/04
STATE OF SOUTH CAROLINA
COUNTY OF PICKENS
TOWNSHIP OF CLEMSON
ON SLOAN ST. L-5 + P/O 4 FOOT HILL
ADDITION
T.M. C 20-11-1150

PLAT PREPARED FOR:
EOS, LLC
(ENCLAVEN AT SLOAN)

AREA WAS CALCULATED BY THE DMD METHOD
R. Jay Cooper
R. JAY COOPER P.E. & L.S. #6692
PHONE 864-694-2373

PROPERTY SUBJECT TO ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, OR RESTRICTIONS OF RECORD.



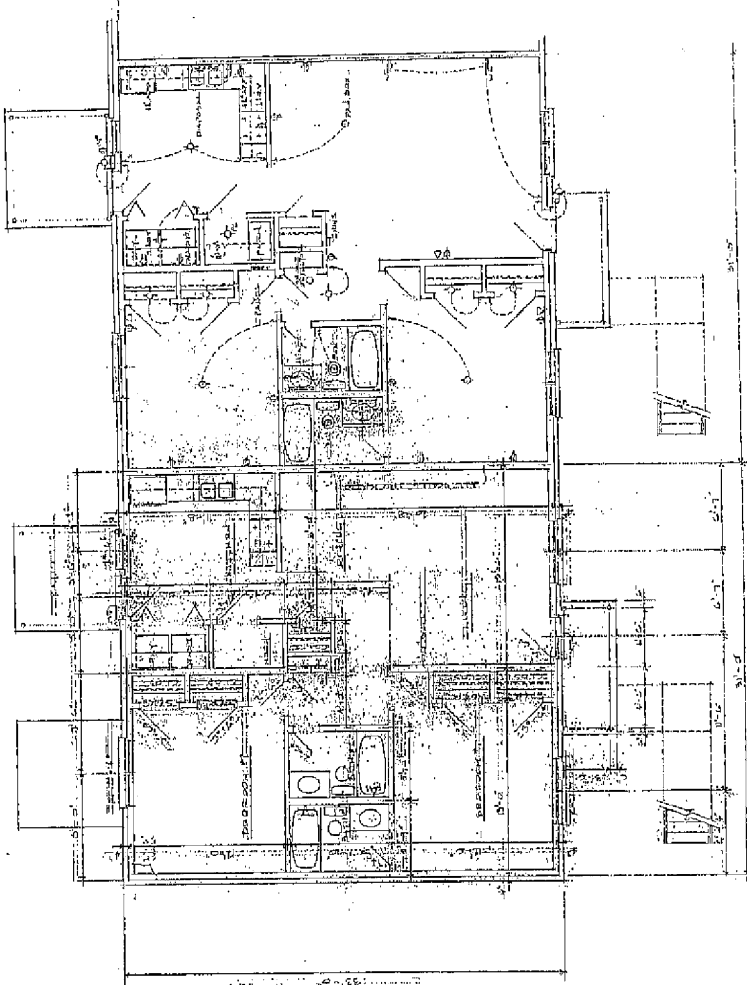
FRONT ELEVATION

ALL UNITS HAVE APPROXIMATE 1050 SQ. FT.

EXHIBIT C

FLOOR PLANS

THE ENCLAVE ON SLOAN HORIZONTAL PROPERTY REGIME



FIRST FLOOR PLAN (FLAT UNIT)
Scale: 1/8" = 1'-0"

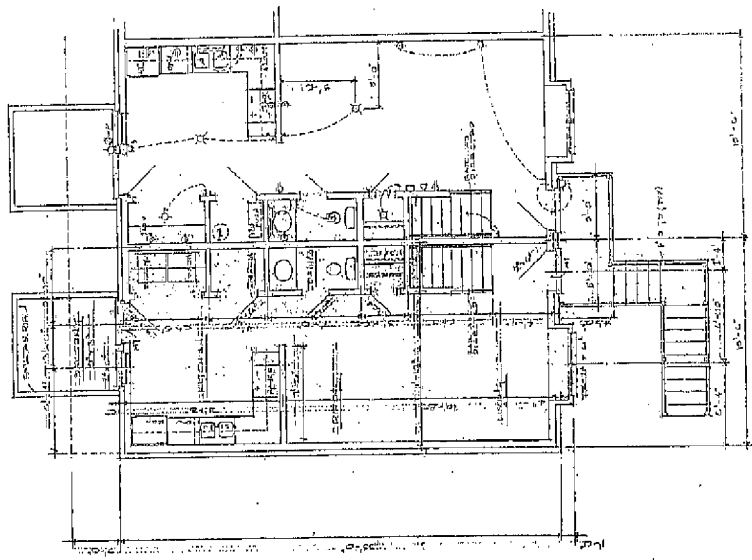
DATE	1/25/51
BY	...
CHECKED	...
APPROVED	...

PREPARED BY	...
DATE	...
BY	...
CHECKED	...
APPROVED	...

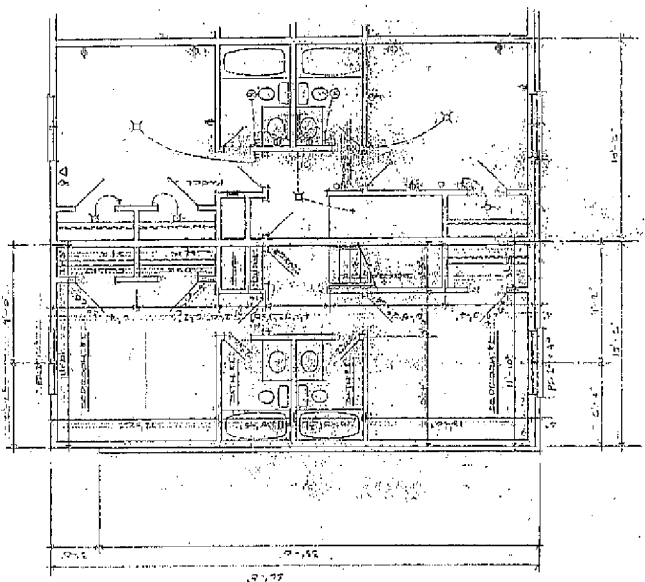
A CORPORATION
 500 W. 5th Street
 CLACKSON, SOUTH CAROLINA

NO.	1	2	3	4	5	6	7	8	9	10
DATE										
ISSUED FOR										
BY										





1st FLOOR PLAN TOWNHOUSE 1ST FLOOR



2nd FLOOR PLAN TOWNHOUSE 2ND FLOOR

DATE	1961
SCALE	1/8" = 1'-0"
PROJECT	TOWNHOUSE
NO.	101
DATE	1961

DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	

A CONDOMINIUM PROJECT
 1500 SHERMAN STREET
 CLEVELAND, OHIO 44115

NO.	101
DATE	1961
SCALE	1/8" = 1'-0"
PROJECT	TOWNHOUSE

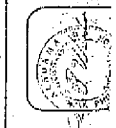
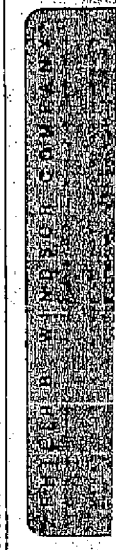


EXHIBIT D

DESCRIPTION OF LIMITED COMMON AREA

The Limited Common Areas are those portions shown on the floor plans on Exhibit C and described in the Amended Master Deed and consist of a patio or balcony adjacent to each Unit with Units 1, 2 and 3 having concrete patios and entrance walks and Units 4, 5, 6 and 7 having wooden decks with Units 4 and 5 sharing a covered porch and stairway and Units 6 and 7 sharing a covered porch and stairway.

EXHIBIT E

DESCRIPTION OF UNIT BOUNDARIES

The Unit Boundaries of each Unit shall be the unfinished interior surfaces of all perimeter walls, ceilings and floors of the Unit, and any vents, doors, windows and such other structural elements that are originally regarded as enclosures of space; the result being that each Unit shall consist of all interior dividing walls and partitions (including the space occupied by such walls or partitions); the decorated interior surfaces of perimeter walls, floors and ceilings, consisting, as the case may be, of wall paper, paint, carpeting, tiles and any and all other finishing materials affixed or installed as a part of the physical structure of the Unit; and all fixtures, appliances and mechanical systems and equipment installed in each Unit and the hot water heater and heating, ventilation and air-conditioning system which is intended for the sole and exclusive use of said Unit. No pipes, wires, conduits, or other public utility lines or installations connecting a part of the over-all systems designated for the service of any other Unit, nor any of the structural members of portions of the buildings shall be deemed to be a part of any individual Unit.

EXHIBIT F
SCHEDULE OF ASSIGNED VALUES AND PERCENTAGE INTERESTS
THE ENCLAVE ON SLOAN HORIZONTAL PROPERTY REGIME

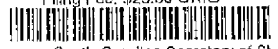
BUILDING	UNIT NO.	ASSIGNED VALUATION	ASSIGNED % INTEREST
1	1	172,000.00	.14285714285
1	2	172,000.00	.14285714285
1	3	172,000.00	.14285714285
1	4	172,000.00	.14285714285
1	5	172,000.00	.14285714285
1	6	172,000.00	.14285714285
1	7	172,000.00	.14285714285
Total:		1,204,000.00	

EXHIBIT G

DECLARATION AND PETITION FOR INCORPORATION
OF
THE ENCLAVE ON SLOAN HOMEOWNERS ASSOCIATION, INC. .

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

040913-0050 FILED: 09/13/2004
ENCLAVE ON SLOAN HOMEOWNERS ASSOCIATI
Filing Fee: \$25.00 ORIG
Mark Hammond South Carolina Secretary of St



SEP 13 2004

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the proposed corporation is The Enclave on Sloan Homeowners Association, Inc.

2. The initial registered office of the nonprofit corporation is 1017 Tiger Boulevard

Street Address

Clemson, Pickens, SC 29631

City

County

State

Zip Code

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

Russell B. Hebert, III

Print Name

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

Agent's Signature

3. Check "a", "b" or "c", whichever is applicable. Check only one box:

- a. The nonprofit corporation is a public benefit corporation.
- b. The nonprofit corporation is a religious corporation.
- c. The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b", whichever is applicable:

- a. This corporation will have members.
- b. This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is 1017 Tiger Boulevard

Street Address

Clemson, Pickens, SC 29631

City

County

State

Zip Code

6. If this nonprofit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph #3 is checked), complete either "a" or "b", whichever is applicable to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.

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

7. If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

- a. Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefitting or serving.
- b. Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to:

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

9. The name and address of each incorporator is as follows (only one is required)

10. Russell B. Hebert, III, 1017 Tiger Boulevard, Clemson, SC 29631

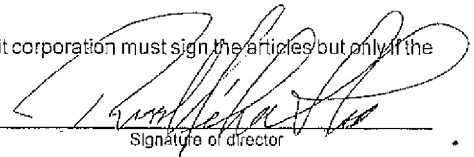
Name Address Zip Code

Name Address Zip Code

Name Address Zip Code

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

Russell B. Hebert, III, Clemson, SC 29631
Name (Only if named in articles)



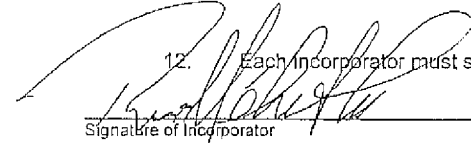
Signature of director

Name (Only if named in articles)

Signature of director

Name (Only if named in articles)

Signature of director



Signature of Incorporator

12. Each incorporator must sign the articles.

Signature of Incorporator

Signature of Incorporator

EXHIBIT H
BY-LAWS OF
THE ENCLAVE ON SLOAN HOMEOWNERS ASSOCIATION, INC.

The undersigned, for the purpose of forming a corporation not for profit under South Carolina Code of Laws (1976), as amended, Sections 33-31-10 et seq., certify as follows:

ARTICLE I

Definitions.

Section 1.1. Reference to Amended Master Deed. Terms used in this Declaration, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as in the recorded Amended Master Deed of The Enclave on Sloan Horizontal Property Regime.

ARTICLE II

Name

Section 2.1. Name. The name of the corporation shall be The Enclave on Sloan Homeowners Association, Inc. (the Association").

ARTICLE III

Purpose

Section 3.1. General. The purpose for which the Association is organized is to provide an entity pursuant to the Horizontal Property Act of South Carolina, South Carolina Code of Laws (1976), Sections 27-31-10 to 27-31-300 (the "Act"), to provide for the administration of The Enclave on Sloan Horizontal Property Regime (the "Regime"), located upon the Land which is more fully described in the Amended Master Deed.

Section 3.2. No Profit Motive. The Association shall hold all funds and the title to all properties and the proceeds thereof in trust for the Owners in accordance with the provisions hereof and the Regime Documents; and is not organized for the purpose of profit or gain to its members, otherwise than as above stated, or for the insurance of life, health, accident, or property.

Section 3.3. Distributions. The Association shall make no distributions of income to its members, directors, or officers; provided however, this provision shall not prohibit or prevent the distribution of any and all assets held in trust for the Owners as provided herein or in the Amended Master Deed.

Section 3.4. Notice. Three days notice in the Pickens Sentinel, a newspaper of general circulation published in the County of Pickens, South Carolina, has been given that this Declaration would be filed.

ARTICLE IV

Powers

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

Section 4.1. General. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms hereof.

Section 4.2. Regime Documents. The Association shall have all of the powers and duties set forth In the Act except as limited hereby or the Regime Documents, and all of the powers and duties reasonably necessary to operate the Regime as set forth In the Regime Documents and as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect Assessments against Owners to defray the costs, expenses, and losses of the Regime.
- (b) To use the proceeds of Assessments in the exercise of Its powers and duties.
- (c) To maintain, repair, replace, and operate the Project.
- (d) To purchase insurance upon the Project and insurance for the protection of the Association and its members.
- (e) To reconstruct improvements after casualty and to further improve the Project.
- (f) To make and amend reasonable Rules and Regulations respecting the use of the property of the Regime.
- (g) To enforce by legal means the provisions of the Act, and the Regime Documents for the use of the property of the Regime.
- (h) To contract for the management of the Regime and to delegate to such management agent all powers and duties of the Association except such as are specifically required by the Amended Master Deed to have approval of the Board of Directors or the membership of the Association.
- (i) To employ personnel to perform the services required for proper operation of the Regime.

Section 4.3 Limitations The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Amended Master Deed and the Bylaws.

ARTICLE V

Members

Section 5.1. General. The Association shall not take steps which will serve to facilitate the transactions 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 the kind ordinarily carried out for profit, and no part of the net earnings of the Association shall inure to the benefit of any private individual.

Section 5.2. Members. The members of the Association shall consist of all of the record Owners of Units.

Section 5.3. Change of Membership. Change of membership in the Association shall be established by the recording in the public records of Pickens County, South Carolina, of a deed or other instrument establishing a record title to a Unit in the Project and in the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby shall become a member of the Association. The membership of the prior Owner shall be thereby terminated.

Section 5.4. Assignment of Interest. The share of a member in the funds and assets held in trust by the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.

Section 5.5. Voting. The members of the Association shall be entitled to one vote for each unit owned. If more than one person owns a unit, the owners of that unit shall determine how their single vote shall be cast.

ARTICLE VI

Directors

Section 6.1. General. The affairs of the Association will be managed by a Board consisting of three (3) directors.

Section 6.2. Election. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

Section 6.3. Term of Initial Directors. The first election of directors shall be held no later than January 1, 2004. 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.

Section 6.4. Initial Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Russell B. Hebert, III, 1017 Tiger Boulevard, Clemson, SC 29631

Tal Slann, 107 Gregory Street, Clemson, SC 29631

Neil M. Monaghan, 143 Folger Street, Clemson, SC 29631

ARTICLE VII

Officers

Section 7.1. General. The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President and Chairman of the Board: Russell B. Hebert, III, 1017 Tiger Boulevard, Clemson, SC 29631

Vice President: Tal Slann, 107 Gregory Street, Clemson, SC 29631

Secretary and Treasurer: Neil M. Monaghan, 143 Folger Street, Clemson, SC 29631

ARTICLE VIII

Indemnification

Section 8.1. General. In accordance with and to the extent permitted by the law of the State of South Carolina made and provided, every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, 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 of the Association, or any settlement thereof, whether or not he is 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 interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE IX

By-Laws

Section 9.1. General. The first Bylaws of the Association shall be those attached to the Amended Master Deed as Exhibit H, and may be altered, amended, or rescinded in the manner provided in the Amended Master Deed.

ARTICLE X

Amendments

Section 10.1. General. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.
3. Approval of an amendment must be by not less than 67 percent of the votes of the entire membership of the Association.
4. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Pickens County, South Carolina.

ARTICLE XI

Term

Section 11.1. General. The term of the Association shall be perpetual; provided however, that the Association shall be terminated by the termination of the Regime in accordance with the provisions of the Amended Master Deed.

ARTICLE XII

Subscribers

Section 12.1. General. The names and residences of the subscribers to this Declaration are as follows:
Russell B. Hebert, III, 1017 Tiger Boulevard, Clemson, SC 29631

Section 12.2. Authorization. The subscribers to this Declaration certify that they have been duly authorized by the Owners as the membership of the Association to execute this document for the purposes herein stated.

ARTICLE XIII

Principal Office

Section 13.1. Location. The principal office of the Association shall be located at 1017 Tiger Boulevard, Clemson, SC 29631.

WHEREAS, undersigned request that the Secretary of State issue to the aforesaid Association a Certificate of Incorporation with all rights, powers, privileges and immunities and subject to all of the limitations and liabilities conferred by South Carolina Code of Laws (1976), as amended, Section 33-31-10 et.seq.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on January 1, 2004.

DIRECTOR, RUSSELL B. HEBERT, III

EXHIBIT I
RULES AND REGULATIONS OF
THE ENCLAVE ON SLOAN HORIZONTAL PROPERTY REGIME

The Enclave on Sloan Rules and Regulations

In order to create a congenial and dignified residential atmosphere the Board of Directors of The Enclave on Sloan has adopted the following amended rules and regulations for the guidance of all owners, their families, guests and tenants.

General Information

Antennas. External antennas of any type (satellite, TV, radio, etc.) are not permitted without express written permission of the Homeowners Association.

Children: Supervision of minor children by a responsible adult must be exercised at all times when children are located on general common area.

Common Areas. Common areas are for the use of owners, tenants and guests.

Guests. Tenants and owners are responsible for their guests at all times. Guests will abide by the rules and regulations of the Association. Tenants and owners are responsible for any damage caused by their guests.

Main Entrance Gate: The main entrance gate shall be kept closed in a secure position from sunset to sunrise allowing only keypad entry.

Noise: Loud noises from television, stereo equipment, musical instruments, automobiles, or motorcycles should be kept to a minimum at all times, and must not disturb others. Quiet time is from 10:00 pm to 7:00 am unless approved by the HOA.

Parking: Each condominium unit is entitled to two parking spaces, one numbered and one unnumbered space. Any vehicle parked in a space not its own shall be subject to being towed. No boats, trucks (excluding pick-ups), trailers, or campers are permitted in parking area. Parking in fire lane and on the landscaping is prohibited.

Pets: No bird, animal or pet shall be kept or harbored in the Project unless the same in each instance be expressly permitted in writing by the Board of Directors. In no event shall dogs or cats be permitted in any of the public portions of the Project unless carried or on a leash. The

Owner shall indemnify the Association and the Board of Directors and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Project.

Pedestrian Gate: Pedestrian Gate must be kept locked at all times.

Picnic Areas: Picnic areas are on a first come first served basis.

Security: Promptly notify the HOA of any suspicious people or unusual activity in the building. After hours, notify the Clemson Police Department (Dial 911). Homeowners will have access code provided by HOA.

Trash: All trash must be placed in the roll carts located in the roll cart containment area. Trash must be in tied plastic bags before placing in the roll carts. Under no circumstances may trash be left outside doors. Roll carts may be placed by the front curb no earlier than 1 day prior to trash pickup and must be returned to the roll cart containment area by sundown on the day of trash pickup.

Vehicle Washing and Maintenance: No vehicle washing or maintenance shall be done on the premises.