

Section 5. Clotheslines, Garbage Cans, Etc. No outside clotheslines shall be permitted, and all garbage cans and similar items shall be kept screened so as to conceal them from view of neighboring units.

Section 6. Exterior Antennas. No exterior television or radio antennas shall be placed on any improvements without prior written approval of the Board of Directors.

Section 7. Leasing of Units. Units may be rented provided the occupancy is only by the lessee and his immediate family unless otherwise provided by the Association's Board of Directors. No less than all of a Unit may be rented. This Section 7 shall not apply, however, to any lease or leases which may be entered into by the Grantor. TT

Section 8. Timesharing Not Permitted. No Apartment Unit with the subject Horizontal Property Regime shall be used for, or submitted to timesharing.

ARTICLE X

EASEMENTS

Section 1. Encroachments. If any portion of the General Common Area and Facilities and/or the Limited Common Area and Facilities encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the General Common Area and Facilities and/or the Limited Common Area and Facilities as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any Unit, any adjoining Unit, or any adjoining part of the General Common Area and Facilities and/or the Limited Common Area and Facilities, 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 General Common Area and Facilities and/or the Limited Common Area and Facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the General Common Area and Facilities and/or the Limited Common Area and Facilities, 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 2. Utilities, Etc. There is hereby granted a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, gas, sewers, telephones and electricity. Such easements grant to appropriate utility companies the right to erect and maintain the necessary poles, cables, pipes, and other necessary equipment on the Property and to affix and maintain utility wires, circuits, and conduits on, above, across and under the roofs and exterior walls of the Units.

Section 3. Other. There is hereby granted to the Association, its directors, officers, agents and employees and to any Manager employed by the Association as provided for in Section 2 of Article II hereof, and to all policemen, firemen, ambulance personnel and all similar emergency personnel an easement to enter upon the Property or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section 3 of Article X shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby. The rights granted herein to the Association includes a reasonable right of entry upon any unit estate to make emergency repairs and to do other work reasonably necessary for the proper maintenance-operation of the project.

Section 4. Reservation of Easements to Phases II through Phase IV. There is hereby reserved unto Westminster Company, its successors and assigns, an unlimited perpetual alienable and divisible easement for unlimited ingress and egress over, across, through and upon the interior and exterior streets, roadways, entrances and exists and parking lots and walkways of the Regime so as to provide pedestrian and vehicular access to and from those certain areas of land designated as Phases II, III, and IV and as shown on EXHIBIT "C", which is attached hereto and made a part hereof, said reservation is for the benefit of the Grantor and its successors and assigns.

Section 5. Agreement with the City of Columbia. There is a privacy/security wall constructed around the perimeter of the property on which the Regime is located. This wall, at various places, is erected on top of and across water and sewer easements in favor of the City of Columbia and is subject to an agreement that the grantor, Westminster Company, its successors or assigns, will hold the said City of Columbia harmless for any cost to dismantle and rebuild said wall if and when maintenance on said lines is required by the City of Columbia.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Amendment. Amendments to this 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 shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered.

(b) Adoption. The Master Deed may be amended at any time and from time to time after notice as hereinabove provided has been given by a vote of not less than seventy-five percent (75%) of the total vote of the Association; provided, however, that if the Association shall vote to amend the By-Laws in any respect,

such amendment shall be set forth in an amendment to this Master Deed and shall be valid when approved by a vote of not less than seventy-five percent (75%) of the total vote of the Association.

(c) Recording. A copy of each amendment provided for in this Section 1 shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when recorded.

(d) Expandable Regime Exception. As an express exception to the amendment procedure hereinabove enumerated, the Grantor may elect to expand the Horizontal Property Regime as provided herein as and when such additional units are submitted to this Regime without the consent of any Co-Owner or lien holder. Any such amendment shall become effective upon its filing in the R.M.C. Office for Richland County, South Carolina.

Section 2. Termination. The Regime may be terminated and the Property removed from the provisions of the Act in the following manner:

(a) Agreement. All of the Unit Owners may remove the Property from the provisions of the Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred so as to affect and be a lien upon only the Percentage Interest appurtenant to the Unit subject to such lien.

(b) Destruction. In the event it is determined in the manner provided in Section 4 of Article V hereof, that the Property shall not be repaired or reconstructed after casualty,

the Regime will be terminated and the Condominium Documents revoked. The determination not to repair or reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded.

(c) Condemnation. In the event that one or more Units, any part or parts thereof, or the Limited Common Area and Facilities, or parts thereof, to which a Unit has exclusive use shall be taken by any authority having the power of eminent domain and the consent of all Owners as provided in Section 3 of Article VI hereof, shall not be expressed in an amendment to this Master Deed duly recorded within 90 days after such taking, the Regime will be terminated and the Condominium Documents revoked. Such taking shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded.

(d) Ownership After Termination. After termination of the Regime, the rights of the Unit Owners and their respective mortgagees and lienholders shall be determined in the manner provided in Section 4 of Article V hereof.

Section 3. Covenants Running with the Land. All provisions of this Master Deed shall be construed to be covenants running with the land, and with every part thereof and interest therein including, but not limited to, every Unit and the appurtenances thereto; and each and every provision of the Master Deed shall bind and inure to the benefit of all Unit Owners and claimants of the land or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns.

Section 4. Duration. So long as South Carolina law limits the period during which covenants restricting lands to certain uses may run, it shall be the duty of the Board of Directors to cause the covenants contained herein, as amended from time to time, to be extended when necessary by filing a document bearing the signatures of a majority of the then Owners reaffirming and newly adopting the Master Deed and covenants then existing in order that the same may continue to be covenants running with the land. Such adoption by a majority shall be binding on all, and each Owner of any Unit, by acceptance of a deed therefor, is deemed to agree that the Master Deed and covenants may be extended as provided in this Section 4.

Section 5. By-Laws. A true copy of the By-Laws of the Association, which together with this Master Deed shall govern the administration of the Regime, is attached hereto as EXHIBIT "E" and, by reference, made a part hereof.

Section 6. Enforcement. Each Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Master Deed or 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 an aggrieved Owner. 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 7. Severability. Invalidation of any covenant, condition, restriction or other provision of this Master Deed or the By-Laws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 8. Perpetuities and Restraints on Alienation. If any of the covenants, conditions, restrictions or other provisions of this Master Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision

shall continue only until 21 years after the death of the last survivors of the now living descendants of Ronald Reagan, President of the United States, or Jimmy E. Carter, former President of the United States.

Section 9. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 10. Agent for Service of Process. In accordance with the provisions of the Act, Frank E. Robinson, II, Esq., of Richland County, South Carolina, is hereby designated to receive service of process. The address of the said Registered Agent is Post Office Box 12147, Columbia, South Carolina, 29211. In the event of said agent's death, resignation or removal, his successor shall be appointed by the Board of Directors of the Association by an instrument duly recorded in the Office of the Register of Mesne Conveyances of Richland County, South Carolina.

Section 11. Headings. The headings appearing herein are intended for purposes of convenience only and are not to be considered in construing this instrument.

ARTICLE XII

ASSIGNED VALUE AND UNIT VOTE

Section 1. Unit and Property Values. The Master Plan contained in EXHIBIT "D" attached hereto shows the value of each Unit as of the date this Master Deed is recorded and the percentage of undivided interest in the General Common Area and Facilities and Limited Common Area and Facilities appurtenant to such Unit for all purposes. The value of the Property is equal to the total value of all Units together with the value of the Percentage Interest in the General Common Area and Facilities and Limited Common Area and Facilities appurtenant to such Units, all as shown on EXHIBIT "D".

Section 2. Unit Votes. Each Unit shall be entitled to a vote in the Association and for all other purposes herein equivalent to the Percentage Interest appurtenant to such Unit and such vote shall be exercisable by the Owner or Owners of such Unit through the member assigned to represent such Unit pursuant to Section 3 of Article I of the By-Laws.

ARTICLE XIII

Section 1. Lender's Notices And Information. The Association shall make available to unit estate owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, By-Laws, other rules concerning the project and the books, records and financial statements of the Association for inspection, upon request, during normal business hours or under other reasonable circumstances.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit estate number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a 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 or guarantor, as applicable;

b. Any delinquency in the payment of assessments or charges owed by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association;

d. Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 2. Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund as determined by the Board for the periodic maintenance, repair and replacement of improvements to the common areas and those limited common areas which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

A working capital fund shall be established for the initial months of the project operation equal to at least a two months' estimated common area charge for each unit estate. Each unit estate's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit estate and maintained in a segregated account for the use and benefit of the Association. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

Section 3. The Association shall have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property.

IN WITNESS WHEREOF, Grantor has executed this Master Deed this 1ST the day of MARCH, 1983.

WITNESSES:

[Signature]
Pamela E. Lawrence

WESTMINSTER COMPANY, a North Carolina corporation

BY: [Signature]
Its: [Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

P R O B A T E

PERSONALLY APPEARED BEFORE ME PAMELA E. LAWRENCE, who, being duly sworn, deposes and says that s/he saw the within-named WESTMINSTER COMPANY, a North Carolina corporation, by RICHARD C. EGLOFF, its VICE PRESIDENT, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he with FRANK E. ROBINSON, II, witnessed the execution thereof.

SWORN TO BEFORE ME THIS 1ST)
day of MARCH, 1983)

[Signature] (L.S.))
Notary Public for South Carolina)
My Commission Expires: 5/30/90)

[Signature]

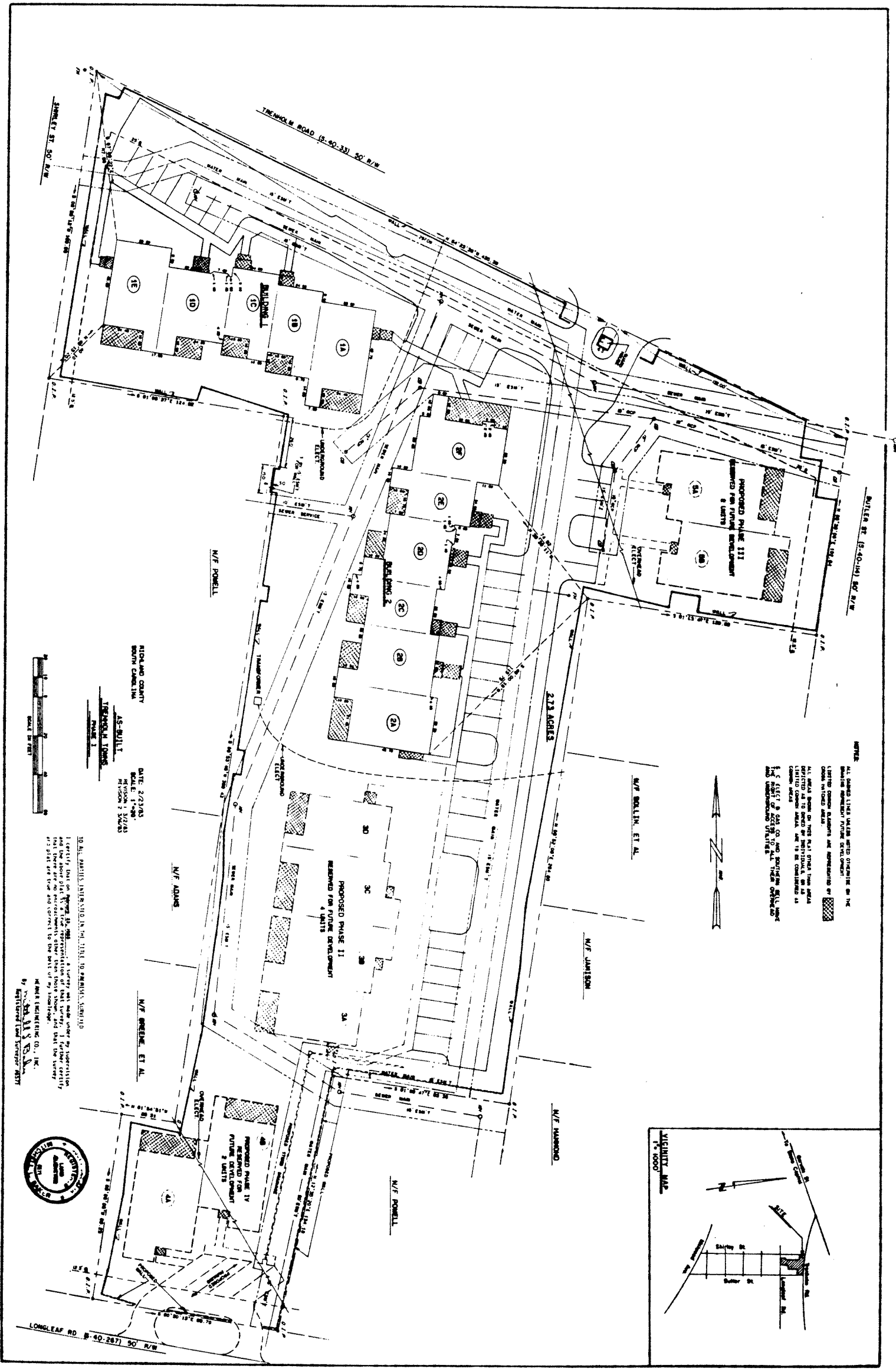
EXHIBIT "A"

Real Property Legal Description

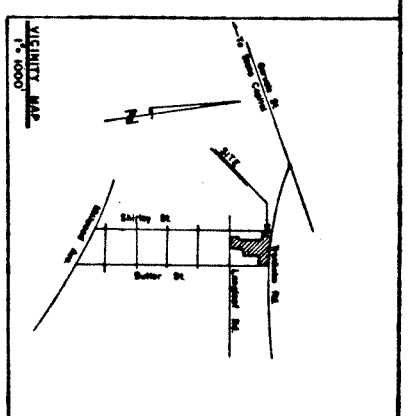
All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing 2.73 acres, and being more particularly shown and delineated on an As Built Survey, Trenholm Towns, Phase I, prepared for Trenholm Towns by Heaner Engineering Co., Inc. dated February 23, 1983 and revised March 16, 1983, and according to said survey having the following boundaries and measurements, to-wit:

BEGINNING at a point, an old iron pin at the intersection of the western right-of-way line of Butler Street (S-40-114) 50' R/W and the southern right-of-way line of Trenholm Road (S-40-33) 50' R/W, thence proceeding in a Northwesternly direction $N64^{\circ}23'36''W$ for a distance of 435.39 feet along the southern right-of-way line of Trenholm Road (S-40-33) 50' R/W to an old iron pin; thence turning and running $S08^{\circ}59'12''W$ for a distance of 160.03 feet along the eastern right-of-way line of Shirley Street 50' R/W to an old iron pin; thence turning and running $S81^{\circ}06'37''E$ for a distance of 124.82 feet along property designated on said survey as N/F Powell to an old iron pin; thence turning and running $S08^{\circ}53'48''W$ for a distance of 369.43 feet along property designated on said survey as N/F Powell, N/F Adams and N/F Greene, et al to an old iron pin; thence turning and running $N81^{\circ}54'51''W$ for a distance of 28.31 feet along property designated on said survey as N/F Greene et al to an old iron pin; thence turning and running $S09^{\circ}00'05''W$ for a distance of 96.23 feet along undesignated property to an old iron pin on the northern right-of-way line of Longleaf Road (S-40-267) 50' R/W; thence turning and running $S80^{\circ}30'13''E$ for a distance of 98.70 feet along the northern right-of-way line of Longleaf Road (S-40-267) 50' R/W to an old iron pin; thence turning and running $N12^{\circ}35'20''E$ for a distance of 134.18 feet along property designated on said survey as N/F Powell to an old iron pin; thence $S81^{\circ}08'47''E$ for a distance of 93.36 feet along property designated on said survey as N/F Powell to an old iron pin; thence turning and running $N08^{\circ}52'09''E$ for a distance of 264.90 feet along property designated on said survey as N/F Hammond, N/F Jamison, N/F Bollin, et al and undesignated property to an old iron pin; thence turning and running $S81^{\circ}09'47''E$ for a distance of 120.88 feet along undesignated property to an old iron pin on the western right-of-way line of Butler Street (S-40-114) 50' R/W; thence turning and running $N08^{\circ}36'00''E$ for a distance of 102.94 feet along said right-of-way line of Burlter Street (S-40-114) 50' R/W to the old iron pin at the POINT OF COMMENCEMENT.

EXHIBIT "A"
 "As Built Survey"



NOTES:
 ALL DIMENSIONS TAKEN INTO CONSIDERATION OF THE
 EXISTING CONDITIONS AND DEVELOPMENT OF THE
 LOTS AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.
 ALL AREAS SHOWN ON THIS PLAN SHALL BE CONSIDERED AS
 RESERVED FOR FUTURE DEVELOPMENT UNLESS OTHERWISE
 SPECIFIED TO THE CONTRARY.
 THE PLAN IS A TRUE AND CORRECT COPY OF THE ORIGINAL
 AND UNDERGOING UTILITIES.



RICHMOND COUNTY
 SOUTH CAROLINA
 AS-BUILT
 DATE: 2/23/83
 SCALE: 1" = 20'
 REVISION: 1/2/83



IN ALL PARTS INTERFERED IN THIS TO BE REMOVED.
 I CERTIFY THAT ON THE DATE OF THIS SURVEY I WAS UNDER THE SUPERVISION
 OF THE ENGINEER AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE
 REQUIREMENTS OF THE SOUTH CAROLINA SURVEYING ACT OF 1971 AND THAT THE
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 REQUIREMENTS OF THE SOUTH CAROLINA SURVEYING ACT OF 1971.



EXHIBIT "B"

"Limited Common Elements" and "Limited Common Area and Facilities"

"Limited Common Elements" and "Limited Common Area and Facilities" means and includes those common elements which are reserved for the use of a certain number of Apartments to the exclusion of the other Apartments, such as patios, decks, storage compartments, entrance porch, steps and walks and privacy fence between units common to and appurtenant to the Apartments of a particular floor or building, and the like, and includes specifically those areas MARKED BY CROSS-HATCHING (xxxxxxx) on the plot plan attached to Exhibit "A" as sheet 2.

EXHIBIT "C"

Phase I, Phase II, Phase III and Phase IV

"Phase I" shall mean and refer to the Eleven (11) Apartment Units and Common and Limited Common Areas and Facilities to be constructed and located as more particularly shown as Phase I on the plot plan attached to Exhibit "A" as sheet 2.

"Phase II" shall mean and refer to the four (4) Apartment Units and Common and Limited Common Areas and Facilities to be constructed and located as more particularly shown as Phase II on the plot plan attached to Exhibit "A" as sheet 2.

"Phase III" shall mean and refer to the two (2) Apartment Units and Common and Limited Common Areas and Facilities to be constructed and located as more particularly shown as Phase III on the plot plan attached to Exhibit "A" as sheet 2.

"Phase IV" shall mean and refer to the two (2) Apartment Units and Common and Limited Common Areas and Facilities to be constructed and located as more particularly shown Phase IV on the plot plan attached to Exhibit "A" as sheet 2.

EXHIBIT "D"

Master Plan
Trenholm Towns Horizontal Property Regime
Phase I

I. PROPERTY

The property which constitutes Trenholm Towns Horizontal Property Regime Phase I is set forth in Exhibit "A" and Exhibit "C" to the Master Deed.

II. BUILDINGS

There are two (2) non-contiguous, residential buildings located on the property, the name and location of which are shown on the Unit Plan set forth in Exhibit "D" to the Master Deed.

(a) Building #1 - This building contains five (5) Apartment Units connected to one another by common walls. In this building there are three (3) townhouse units and two (2) flats.

(b) Building #2 - This building contains six (6) Apartment Units connected to one another by common walls. In this building there are three (3) townhouse units and three (3) flats.

BUILDING # 1

TOTAL APARTMENT UNITS

Two 1227 square feet
two-bedroom flats
Units 1A and 1E

Two 1668 square feet
three-bedroom town-
houses
Units 1B and 1C

One 1796 square feet
three-bedroom town-
house
Unit 1D

FOR

Five (5) TOTAL UNITS

EXHIBIT "D" continued

BUILDING # 2

One 1227 square feet
two bedroom flat
Unit 2A

One 1250 square feet
two bedroom flat
Unit 2B

Two 1668 square feet
three bedroom town-
houses
Units 2C and 2E

One 1796 square feet
three bedroom town-
house
Unit 2D

One 1313 square feet
three bedroom flat
Unit 2F

FOR	Six(6)	TOTAL UNITS
AGGREGATE	Eleven (11)	UNITS

All buildings are of cement block foundation, wood frame construction with brick veneer siding.

In addition there are twenty-two (22) open parking spaces. There is also a Guard House located near the entrance to the Regime as reflected by the Unit Plot Plan, having measurements of 6.3' x 6.3'.

III. APARTMENT UNITS Apartment units in Phase I contain the number of bedrooms and approximate square footage as set out above. The size, shape and configuration of each unit is more particularly shown on the Units Plans set out herein in this EXHIBIT "D" on SHEETS 6 through 14. (NOTE: SOME UNIT FLOOR PLANS ARE REVERSED AS NOTED AND NO FURNITURE IS INCLUDED IN THE UNITS).

The Limited Common Area for each Apartment Unit shall consist of the front entrance porch and steps, the rear wood deck/patio, concrete slab and heat pump, and side/rear privacy fence between units in rear or side, appurtenant to each unit.