

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

MASTER DEED OF
SEVEN DOUGHTY
HORIZONTAL PROPERTY REGIME

THIS MASTER DEED, made by Evelyn S. Needle, (hereinafter referred to as the "Declarant"), pursuant to the Horizontal Property Act of South Carolina (the "Act"), for the purpose of creating a horizontal property regime and establishing certain easements, covenants, and restrictions to run with the land:

ARTICLE I
NAME

The horizontal property regime hereby established shall be known as "Seven Doughty Horizontal Property Regime" (the "Regime").

ARTICLE II
SUBMISSION OF PROPERTY

Section 1: Declarant, as owner in fee simple, submits the property in the City of Charleston, County of Charleston, State of South Carolina, described below in Section 2, and on Exhibits C and D, attached hereto and made a part hereof, including the improvements now or hereafter thereon, to the provisions of the Horizontal Property Act, Section 27-31-10, et seq., South Carolina Code of Laws, 1976, the provisions of which unless expressly provided otherwise herein, are incorporated herein by reference and form a part of this Master Deed, for the specific purpose of creating and establishing the Seven Doughty Horizontal Property Regime. Reference is also made to the other provisions of this Master Deed in the land survey and plot plans for description of the dimensions, floor area, and location of each apartment, the location and approximate dimensions of the Limited Common Elements and Common Elements, and other information required by the Horizontal Property Regime Act, such land survey and plot plans being attached hereto as Exhibits C and D and made a part hereof.

ARTICLE III
DESCRIPTION

Section 2: Property. The property (the "property"), means and includes the land described below, together with all improvements and structures now existing or hereafter placed thereon, and all easements, rights, and appurtenances belonging thereto:

ALL that lot, piece or parcel of land, with the buildings thereon, lying and being on the south side of Doughty Street in the City of Charleston, State aforesaid, being shown in the present numbering system as Nos. 7 through 9 Doughty Street.

MEASURING and containing on Doughty Street, 101.6 feet; on the west line 122.7 feet; on the back line 99.83 feet; and on the east line 122.1 feet; be the said dimensions a little more or a little less.

BUTTING and bounding to the north on Doughty Street; east by lands of R. F. Marion, Jr. and the Medical University; west by lands of Caroline Behlmer; and on the south line by lands of John L. Jordan and the School Committee District.

ALL of which is more fully shown on a plat of W. L. Gaillard entitled "Plat of Nos. 7 and 9 Doughty Street, Charleston, S. C. owned by Evelyn S. Needle," dated January 4, 1984, and recorded in Plat Book _____, Page _____, R.M.C. Office for Charleston County, and incorporated herein by reference.

THIS being the same property which was conveyed by Emily J. Novit to Evelyn S. Needle and Sharon M. Toporek by Deed dated May 31, 1963, and recorded in the R.M.C. Office for Charleston County on June 4, 1963, in Book U-75, Page 340, and a one half interest conveyed by Sharon M. Toporek to Evelyn S. Needle by Deed dated July 30, 1973 and recorded August 8, 1973, in Book O-102, Page 149, R.M.C. Office aforesaid.

Section 3: Location of Buildings and Improvements. The location of the Buildings and other improvements are shown on the plot plan entitled "Plat of Nos. 7 and 9 Doughty Street, Charleston, S. C. owned by Evelyn S. Needle," and dated January 4, 1984, prepared by W. L. Gaillard, registered land surveyor, the plot plan attached hereto as Exhibit C, and incorporated herein by reference.

Section 4: Floor Plan of Building. The floor plans of the buildings, which show the dimensions, area, and location of each dwelling unit and the Common Elements affording access thereto are shown on the floor plans entitled "7 Doughty Street, Charleston, S.C.," prepared by Amanda Griffith, Registered Architect, the plans attached hereto as Exhibit D, and incorporated herein by reference.

Section 5: Buildings and Dwellings. As shown on the plot plan, there is one buildings (the "building") on the property. The building contains eight (8) dwelling units (the "dwelling units") as shown in detail on the plot plan and floor plan as follows:

Dwelling Unit A ("A") as shown on the plot plan, contains approximately 956 interior square feet, as more fully shown on the floor plans.

Dwelling Unit B ("B") as shown on the plot plan contains approximately 956 interior square feet, as more fully shown on the floor plans.

Dwelling Unit C ("C") as shown on the floor plan contains approximately 956 interior square feet, as more fully shown on the floor plans.

Dwelling Unit D ("D") as shown on the plot plan contains approximately 956 interior square feet, as more fully shown on the floor plans.

Dwelling Unit E ("E") as shown on the plot plan, contains approximately 962 interior square feet, as more fully shown on the floor plans.

Dwelling Unit F ("F") as shown on the plot plan, contains approximately 962 interior square feet, as more fully shown on the floor plans.

Dwelling Unit G ("G") as shown on the plot plan, contains approximately 962 interior square feet, as more fully shown on the floor plans.

Dwelling Unit H ("H") as shown on the plot plan, contains approximately 962 interior square feet, as more fully shown on the floor plans.

Each dwelling unit includes the plain, unfinished surfaces of its ceilings, floors and parametric walls, in addition to which each unit shall include all heating, ventilation, water, drain and sewer systems, and all electric, telephone and other wiring, receptical switches and breaker boxes serving such dwelling unit exclusively. Units A, B, C and D each include front porch lights and back lights, and mail boxes.

ARTICLE IV COMMON ELEMENTS

Section 6: All portions of the property not encompassed and included within the dwelling units consist of the General Common Elements and the Limited Common Elements as hereinafter described and more fully shown on the plot plans and floor plans.

Section 7: Limited Common Elements. Limited common elements means and includes those common elements which are reserved for the use of a certain number of dwelling units to the exclusion of the other dwelling units.

- a) The following are limited common elements exclusive to Units A and B:
 - 1) Front and back steps, railings, and awnings;
 - b) Limited common elements exclusive to Units C and D:
 - 1) Front and back steps, railings, awnings;
 - c) Limited common elements exclusive to Units E, F, G and H:
 - 1) Front entrance way, including steps, railings, doors and doorways leading into the building containing Units E, F, G and H.
 - 2) Mail box(s) for Units E, F, G and H located in the foyer.
 - 3) The entire foyer area including lights and fixtures.
 - 4) Stairway in the foyer leading to upstairs dwelling units.
 - 5) Fire escapes located on back of building containing Units E, F, G and H.
 - d) All common walls between units are limited common elements for those units.

Section 8: General Common Elements. The General Common Elements include:

- 1. The land on which the buildings stand;
- 2. The parking lot;
- 3. The wall and fence surrounding the property;

4. The sidewalks in front of and in back of the dwelling units;
5. The garden areas in front of the dwelling units;
6. The grounds;
7. Foundation, frame, exterior walls and roof of the building;
8. All the elements of the property rationally or of common use or necessary to its existence, upkeep and safety shall be the general common elements.

ARTICLE V PERCENTAGES OF UNDIVIDED INTERESTS

Section 9: The percentages of undivided interest in the common elements appertaining to each apartment and its owner are set forth on Exhibit A attached hereto and made a part hereof. These percentages are based on the value assigned to each apartment at the date of this Master Deed in relation to value of all the apartments. The total percentages of the undivided interests of all apartments equals 100.

The unit owners shall own the Common Elements and Limited Common Elements as tenants in common with each unit having appurtenant thereto the percentage interest in said common elements and limited common elements as set forth in Exhibits A attached hereto. The percentage interest in the common elements and limited common elements cannot be separated from the unit to which it appertains and shall be automatically conveyed or encumbered with a unit even though such interest is not expressly mentioned or described in the Deed or other instrument. The common elements and limited common elements shall remain undivided and no right to partition the same or any part thereof shall exist except as provided by the Act, the By-Laws, in this Declaration. The Association, as hereinafter more fully described, shall have the right to promulgate rules and regulations limiting the use of the common elements and the limited common elements.

ARTICLE VI THE SEVEN DOUGHTY CONDOMINIUM ASSOCIATION

Section 10: Every Owner, as hereinafter defined, shall be a member of and constitute the Condominium Association ("Association") (referred to as the "Council of Co-Owners"), in the Act, an unincorporated association organized under the laws of the State of South Carolina. The administration of the Seven Doughty Horizontal Property Regime, the maintenance, replacement, repair and operation of the common elements and the limited common elements, and any other acts required of the Association by the Act, Master Deed or the By-Laws, shall be the responsibility of the Association or its representative appointed and acting in behalf of the Association, which shall act by or on behalf of the owners of the dwelling units in the condominium in accordance with this instrument, the By-Laws of the Association, and in accordance with the Act, as amended.

Section 11: Owner: As used herein, the term "Owner" (referred to as "Co-Owner" in the Act), means an individual, firm, corporation, partnership, association, trust, or other legal entity, or a combination thereof, who or which owns a dwelling unit.

Agreements: The Association shall be and hereby is authorized to enter into such agreements as it shall deem necessary or desirable for the administration and operation of the condominium. Each owner by acquiring or holding an interest in any

dwelling unit thereby agrees to be bound by the terms and conditions of all such agreements entered into by the Association. A copy of all such agreements shall be made available for review by each owner.

Section 12: By-Laws: The Association shall be governed by the By-Laws (the "By-Laws") attached hereto as Exhibit B and incorporated herein by reference. The By-Laws may be modified or amended only in the manner set forth in Article 11, Section 45.

Section 13: Voting. On all matters relating to the Association or to the property on which a vote of the owners is conducted, owners shall vote in proportion to their respective interest in the general common elements, as set forth in Exhibit A which is attached hereto and incorporated herein by reference. All action taken by a vote of the owners shall be by the affirmative vote of a majority of the owners, as hereinafter defined, unless a different majority is specified in the Act, Master Deed or in the By-Laws.

Section 14: Majority. Whenever used in this Master Deed, "majority of the Owners" means the Owners of 51% or more of the basic value of the property as a whole in accordance with their interest in the general common elements as set forth in Exhibit A which is attached hereto and incorporated herein by reference.

Section 15: Binding Effect. All agreements, decisions, and determinations lawfully made by the Association in accordance with the voting percentages established in the Act, the Master Deed, or the By-Laws shall be deemed to be binding on all owners.

ARTICLE VII COMMON EXPENSES

Section 16: General Common Expenses. To the extent attributable to common elements in administration of the condominium and the Association, funds for the payment of current expenses, and for the creation of reserves for the payment of future expenses, including maintenance, repair or replacement of the common elements and the making of any additions or improvements thereto, and such other reserve requirements as may be accepted by the Association, shall be common expenses and shall be obtained by assessments against the owners in proportion to their percentage interest in the common elements. Provided, however, that any additions or improvements to the exterior of any dwelling unit shall require the unanimous consent of all of the owners. Improvement means a valuable addition made in the property or a melioration in its condition, amounting to more than mere repairs or replacement of waste, costing labor or capital, and intended to enhance its value, beauty or utility or to adapt it for new and further purposes. General common expenses for the first year shall be \$85.00 per unit per month.

Section 17: Limited Common Expenses. To the extent attributable to limited common elements in administration of the condominium and the Association, funds for the payment of current expenses, for the creation of reserves for the payment of future expenses, including maintenance, repair or replacement of the limited common elements and the making of any additions or improvements thereto, and such other reserve requirements as may be accepted by the Association, shall be limited common expenses and shall be obtained by assessments against the owners in proportion to their percentage interest in the limited common elements. Provided, however, that any additions or improvements to the limited common elements shall require the unanimous consent of all owners with an interest in the affected common elements. (Improvements are defined above.)

Section 18: Assessments. No later than December 1st of each calendar year, the Association or the Administrator, who is more fully described in the By-Laws, shall set the

annual assessments by estimating the common expenses and limited common expenses to be incurred during the immediately succeeding calendar year and shall prorate such common expenses and limited common expenses among the owners of the dwelling units in accordance with the percentage interest appurtenant to such condominium unit and the common elements and the limited common elements and shall give written notice to each unit owner of the annual assessment fixed against his unit for such immediately succeeding calendar year.

Section 19: Cash and Special Assessments. The Association 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 or limited common expenses; provided however, that any special assessment shall have the assent of a majority of the votes of the owners, in person or in proxy, at a meeting duly called for the expressed purpose of approving such special assessment, written notice of which shall be sent to all owners not less than ten (10) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Special assessments shall be fixed against the units according to their percentage interests, and the period of the assessment and manner of payment shall be determined by the Association.

Section 20: Date of Commencement of Annual Assessment. Due Dates. Although the annual assessment is calculated on a calendar year basis, each owner of a dwelling unit shall be obligated to pay to the Association such assessment in equal monthly installments on, or before the first day of each month during such calendar year, or in such other reasonable manner as the Association shall designate.

The Association shall, upon demand at any time, furnish to any owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether the same has been paid.

ARTICLE VIII EASEMENTS, COVENANTS, USES AND RESTRICTIONS

Section 21: Each dwelling unit, together with its percentage interest in the common elements and limited common elements shall for all purposes constitute a separate parcel of real property. Each dwelling unit shall be occupied and used by the respective owner only as private residential dwellings for the owner, his family, servants, tenants and social guests and for no other purposes. Subject to those conditions set forth in this Master Deed, including the By-Laws and regulations thereunder, dwelling units may be owned, conveyed, transferred, or leased in the same manner as any other real property. Any "for sale" or "for rent" sign must be placed in a common area space designated by the Association for such purpose and shall be in a form acceptable to the owners.

Section 22: Pets. Any Owner may maintain a pet or pets in his dwelling unit, so long as maintaining such pet or pets does not interfere with the enjoyment of any other Owner; provided, however, the Association may order the removal of such pet or pets if such pet or pets are interfering with the enjoyment of any other Owner.

Section 23: Restrictions. The use of the property shall be subject to the following additional restrictions:

(1) Dwelling Units shall be used only as residences.

(2) No nuisances shall be allowed on the property nor shall any use of practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by the residents. No person shall maintain on the property and

no owner shall permit within his dwelling unit any condition which is unreasonably hazardous to the life, health or property of any person.

3. The common elements shall be used only for the furnishing of the services and facilities for which they are designed and are reasonably suited, and which are incidental to the use of the apartments to which they are appurtenant.

4. No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all by laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be reserved. Violations of law, orders, rules or regulations and requirements of any governmental agency having jurisdiction thereof, relating to the portion of the property, shall be corrected by and at the sole expense of the owners or the Association, whichever shall have the obligation to maintain or repair such portion of the property.

Deed

Section 24:

Utility Easements. There shall be appurtenant to each dwelling unit a nonexclusive easement, and each owner shall have a nonexclusive appurtenant easement in common with all other owners, to use all pipes, wires, ducts, cables, conduits, utility lines, columns, supporting and sheltering structural members, and other like facilities located in any of the other dwelling units or in the common elements serving such dwelling unit if situated in any other dwelling unit. Each dwelling unit shall be subject to an appurtenant easement in favor of the other dwelling units for use of all pipes, wires, ducts, cables, conduits, utility lines, sewer lines and other facilities situated in such dwelling unit and serving such other dwelling units. Such easements shall include the right to connect to and use any such existing pipes or wires which are owned or maintained by a public or private utility company or governmental body.

Section 25:

Encroachments. If any portion of the common elements now encroaches upon any dwelling unit, or if any dwelling unit now encroaches upon any other dwelling unit or upon any portion of a common element, or if any such encroachment shall occur hereafter as a result of:

1. Settling of a dwelling unit or dwelling units;
2. Repair, alterations, or reconstruction of the common elements made by or with the consent of the Association;
3. Repair or reconstruction of a dwelling unit or dwelling units following damage by fire or other casualty;
4. Condemnation or eminent domain proceedings;

a valid easement shall exist for such encroachment and for the maintenance of the same so long as the property remains subject to the Act.

A valid easement shall exist for such encroachment and for the maintenance of the same so long as the property remains subject to the Act.

Section 26:

Right of Access. The Association and its authorized agents shall have

the irrevocable right to have access to each dwelling unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another dwelling unit, and furthermore, shall have the right of reasonable access to each dwelling unit for the purposes of inspection in connection with the foregoing.

Section 27: Maintenance of Common Elements. The necessary work of maintenance repair, or replacement of the common elements and the making of any additions or improvements thereto shall be carried out only as provided in the Act, this Master Deed and the By-Laws.

Section 28. Prohibited Work. No owner shall do anything to alter the structure or appearance of the building without the unanimous consent of all other owners.

Section 29; Partition. The common elements shall remain undivided and no owner or any other person shall bring any action for partition or division of any part thereof, unless the property has been removed from the provisions of the Act in the manner therein provided. Any covenant to the contrary shall be null and void.

Section 30: Right of First Refusal. In the event any owner shall receive a bona fide offer to purchase or lease his dwelling unit, the owner shall give to the Association the privilege of purchasing or leasing, jointly or singly, his dwelling unit at the price and on the terms of the offer that is made. The Association, within ten days after receiving said option, shall give the owner written notice as to whether or not the Association desires to exercise or forego said option. If the option is exercised by the Association then, within a reasonable time thereafter, such transaction shall be closed with the owner. If the Association informs the owner in writing of its election to forego purchasing or leasing the apartment in question, or fails to give written notice within the above-prescribed time period of the exercise of such option, the owner shall be free in all respects to execute and carry out the proposed sale or lease; provided, however, that the sale or lease shall be made only to the person and on the specific terms set forth in said option. Waiver by the Association of any option as to the sale or lease shall not constitute or be deemed to be a waiver of the necessity for such consent or approval to any further conveyance or lease or to any assignment or subletting of any previously approved lease. The waiver by the Association shall, at the request of the owner, be in recordable form and shall be delivered to the owner and recorded in the public records of the Register of Mesne Conveyance of Charleston County, South Carolina. Any sale or lease which is not authorized pursuant to the terms of this Master Deed shall be void unless subsequently approved in writing by the Association. The requirements of this Section shall not apply to any sale by any mortgagee of record as to any dwelling unit, nor shall it affect the right of the mortgagee of any dwelling unit to foreclose on said dwelling unit in the event of default by the mortgagor, take a deed to said dwelling unit in lieu of foreclosure, or sell said dwelling unit after taking possession.

However, this provision shall not apply to the declarant's initial sale of units.

ARTICLE IX LIENS

Section 31: Attachment. No lien arising subsequent to the recording of this Master Deed and while the property remains subject to the Act shall be effective against the property. During such period, liens or encumbrances shall arise or be created only against

each dwelling unit and its appurtenant undivided interest in the common elements in the same manner and under the same conditions and in every respect the same as liens or encumbrances may arise or be created upon or against any other separate parcel of real property subject to individual ownership; provided, that no labor performed or materials furnished with the consent or at the request of a owner, his agent, contractors, or subcontractor shall be the basis for the filing of a mechanic's or materialman's lien against the dwelling unit or any other property of any other owner, not expressly consenting to or requesting the same, except that such express consent shall be deemed to be given by each and every owner should the need for emergency repairs arise. Labor performed or materials furnished for the common elements, if duly authorized by the Association or the Administrator in accordance with the Act, this Master Deed, or the By-Laws shall be deemed to be performed or furnished with the express consent of each owner, and shall be the basis for the filing of a mechanic's lien or materialman's lien against each of the dwelling units and may be discharged as provided in Section 32 of this Article.

Section 32: Discharge. In the event a lien against two or more dwelling units becomes effective, each owner may remove his dwelling unit and the percentage of his undivided interest in the common elements from the lien by payment of the fractional or proportional amount attributable to his dwelling unit, and such individual payment shall be computed by reference to his fractional interest in the common elements. Upon individual payment, discharge, or other satisfaction, the dwelling unit and the appurtenant undivided interest in the common elements shall be free and clear of the lien, but such individual payment, satisfaction or discharge shall not prevent the lienor from proceeding to enforce his rights against any other dwelling unit and its appurtenant undivided interest in the common elements, the owner of which has not made payment.

Section 33: Taxes. Taxes, assessments, and other charges of the state, of any political subdivision, of any special improvement district, or of any other taxing or assessing authority shall be assessed against and collected on each dwelling unit, which shall be carried on the tax books as a separate and distinct entity, and not on the buildings or property as a whole. No forfeiture or sale of the buildings or property as a whole for delinquent taxes, assessments, or charges shall ever divest or in any way effect the title to an individual dwelling unit, so long as taxes, assessments, and charges on the individual dwelling are currently paid.

Section 34: Lien for Unpaid Assessments; Right of Mortgagee or Purchaser Acquiring Title at Foreclosure Sale. All sums assessed by the Administrator, or the Board of Administration, or other form of administration specified in the By-Laws, but unpaid, for the share of common expenses chargeable to any dwelling unit shall constitute a lien on such dwelling unit prior to all other liens except tax liens on the dwelling unit in favor of the assessed unit, and mortgage and other liens, duly recorded, encumbering the apartment. The lien (together with interest thereon and any cost of collection) authorized herein with respect to any dwelling unit is hereby made subordinate to the lien of any mortgagee or his assigns or any assessing authority placed on such unit if, but only if, all such assessments with respect to such unit having a due date on or prior to the day such mortgage is filed for record have been paid. Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is the owner; shall not relieve such property from the lien provided for herein (except as to the extent that the subordinated lien is extinguished as a result of such subordination or against a mortgagee or such mortgagees, assignees, or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); no sale or transfer of such property to the mortgagee or to any other person pursuant to foreclosure sale, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such unit of

any personal obligation, or relieve subsequent owners from liability for any assessment coming due after such sale or transfer.

The lien for assessments may be foreclosed by suit by the Association or the Administrator acting on behalf of the Association, in like manner as a mortgage of real property. In any such foreclosure the apartment owner shall be required to pay a reasonable rental for the apartment after the commencement of the foreclosure action and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect such rents. The Association or the Administrator acting on behalf of the Association shall have the power to bid in the dwelling unit at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses may be maintained without instituting foreclosure proceedings.

Where the mortgagee of any mortgage of record or other purchaser of a dwelling unit obtains title at the foreclosure sale of such a mortgage, such acquirer of title, his successors or assigns, shall not be liable for the share of the common expenses or assessments of the owners chargeable to such dwelling unit accruing after the date of recording such mortgage but prior to the acquisition of title to such dwelling by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners, including such acquirer, his successors and assigns.

ARTICLE X INSURANCE

Section 35; Insurance. The Association shall insure the property against risks, which shall include, but not be limited to, fire, extended coverage, flood, earthquake, vandalism and malicious mischief, without prejudice to the right of each owner to insure his dwelling unit on his own account and for his own benefit. In case of fire or any other disaster, all insurance proceeds shall be used to reconstruct the dwelling unit; provided, however, that the construction shall not be compulsory when it comprises the whole or more than two-thirds of the property, or where the costs of reconstruction exceed by \$10,000 the indemnity received from insurance covering the property. In such case and unless otherwise unanimously agreed upon by the owners, the insurance proceeds shall be delivered pro rata to the owners and in accordance with the By-Laws. In the event insurance proceeds are insufficient to cover the cost of the reconstruction, the rebuilding costs shall be paid by all of the owners directly affected by the damage in proportion to the value of their respective apartments. Should it be proper to proceed with the reconstruction, the provisions for such eventuality made in the By-Laws shall be observed or, in lieu thereof, the decision of the Association shall prevail.

The insurance shall be in an amount sufficient to cover the full cost of any repair, reconstruction or replacement in the event of damage or destruction from any such hazard. The Association shall also obtain a public liability policy covering the common elements and all damage or injury caused by the negligence of the Association or any of its agents which public liability policy shall have reasonable limits as determined by the Association. Premiums for the insurance shall be common expenses and paid by the Association. All such insurance shall be written in the name of the Association for the owners of the units.

ARTICLE XI MISCELLANEOUS

Section 36: Captions: The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

Section 37: Gender and Number. All pronouns used herein shall be deemed to

include the masculine, feminine and the neuter and the singular and plural whenever the context requires or permits.

Section 38: Application. All owners, tenants of owners, employees of owners and tenants, or any other persons that may in any manner use the property or any part thereof shall be subject to the Act and to this Master Deed and the By-Laws.

Section 39: Compliance. Each owner shall comply strictly with the Master Deed and 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 the dwelling unit of such owner. Failure to comply with the same shall be grounds for a civil action to recover sums due or damages or injunctive relief, or both, maintainable by the Administrator or the Association, or, in a proper case, by an aggrieved owner.

Section 40: Conflict. This Master Deed is executed to comply with the requirements of the Act and all other applicable laws. In the event that any of the provisions hereof conflict with the provisions of the Act, the Act shall control.

Section 41: Waiver. No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 42: Severability. The provisions of this Master Deed are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder hereof.

Section 43: Execution of Documents. The Association is responsible for preparing, executing, filling and recording amendments to the Condominium Instruments.

Section 44: Termination. All the owners or the sole owner of the property may waive the horizontal property regime and regroup and remerge the records of the dwelling units with common elements, provided that the dwelling units are unencumbered, or, if encumbered, that the creditors on whose behalf the encumbrances are recorded agree to accept as security the undivided portion of the property owned by the debtors.

Section 45: Amendments: This Master Deed and the By-Laws may be amended from time to time by resolution adopted by the affirmative vote of the owners of two thirds (2/3) of the total interest in the general common elements at any meeting of the Association duly called for such purpose, following written notice to all owners and to their mortgagees appearing on the records of the Association, except if such amendment directly or indirectly changes the boundaries of any dwelling unit, the undivided interest in the common elements appertaining thereof, liability for common elements appertaining thereto, the limited common elements appertaining thereto, the liability for common expenses appertaining thereto, the number of votes in the Association appertaining thereto, such amendment shall require the affirmative vote of all the owners of the property. No amendment shall be of legal effect until such amendment is recorded in the Registrar of Mesne Conveyance Office for Charleston County, South Carolina.

IN WITNESS WHEREOF, Evelyn S. Needle has set her hand and seal this
_____ day of January, 1984.

WITNESS:

EVELYN S. NEEDLE

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Evelyn S. Needle sign, seal and as her act and deed; deliver the within Master Deed of Seven Doughty Street and that (s)he with the other witness subscribed witnessed the execution thereof.

SWORN to before me this

_____ day of January, 1984.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

EXHIBIT A

SEVEN DOUGHTY SCHEDULE OF VALUES

<u>UNIT NO.</u>	<u>VALUE</u>	<u>PERCENTAGE OF VALUE</u>
A	\$67,500.00	12.5%
B	\$67,500.00	12.5%
C	\$67,500.00	12.5%
D	\$67,500.00	12.5%
E	\$67,500.00	12.5%
F	\$67,500.00	12.5%
G	\$67,500.00	12.5%
H	<u>\$67,500.00</u>	<u>12.5%</u>
	\$540,000.00	100%

PERCENTAGE INTEREST IN LIMITED COMMON ELEMENTS

1. The owners of Units A and B shall each own 50% of the Limited Common Elements exclusive to Units A and B.
2. The Owners of Units C and D shall each own 50% of the Limited Common Elements exclusive to Units C and D.
3. The owners of Units E, F, G and H shall each own 25% of the Limited Common Elements exclusive to Units E, F, G and H.

EXHIBIT B

BY-LAWS OF SEVEN (7) DOUGHTY
HORIZONTAL PROPERTY REGIME

ARTICLE I

INTRODUCTION

These are the By-Laws of the Seven (7) Doughty Horizontal Property Regime and are promulgated pursuant to the Horizontal Property Act of South Carolina (the Act) for the purpose of governing the Condominium Association (the Association) and the administration of the Regime. All terms not defined in these By-Laws have meanings set out in the Act or the Master Deed.

ARTICLE II

THE CONDOMINIUM ASSOCIATION

(a) Membership. Each owner shall be a member of the Association. A person who holds title to a dwelling unit merely as security for payment of a debt shall not be a member entitled to exercise the rights of an owner unless such person holds a proxy conferring such rights.

(b) Quorum. The presence of owners owning fifty one (51) percent of the value of all property shall constitute a quorum for the transaction of business at meetings of the Association.

(c) Voting. The vote required to adopt decisions shall be a "majority vote," as set out in Article 6, Section 14, of the Master Deed unless otherwise specified in the Act, Master Deed, or the By-Laws. Votes can be cast only at meetings of the Association convened in accordance with the By-Laws, and in the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by any officer thereof, a partnership shall act by any general partner thereof, an association shall act by any associate thereof, a trust shall act by any trustee thereof, and any other legal entity shall act by any managing agent thereof. When an owner consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such owner unless another of such person objects, in which case the vote which such owner would otherwise be entitled to cast may not be cast. All votes are pertinent to a single dwelling unit and must be cast together and may not be split.

(d) Proxy. Any owner may by written proxy designate an agent to cast his vote. Unless a proxy otherwise states, it shall be deemed to confer the authority to execute consents and waivers and exercise the right to examine the books and records of the Association. The proxy may be revocable or irrevocable but shall be deemed revocable at will unless otherwise specified therein. No proxy shall be honored until delivered to the Administrator described in Article 3 below.

(e) Consents. Any action which may be taken by a vote of the owners may also be taken by written consent to such action signed by all owners.

(f) Initial Meeting. The initial meeting of the Association shall be held

upon call by the Administrator as soon after the recording of the Master Deed as the Administrator deems practicable and convenient. The following matters, and such other business as the Association may deem appropriate, shall be taken up at the initial meeting:

1. Determination of the annual assessment and the date or dates upon which it is due and payable;

2. The determination of the date of the first and subsequent annual meetings.

(g) **Annual Meetings.** The annual meeting of the Association shall be held by the date determined by the Administrator. Any business which is appropriate for action of the owners may be transacted at an annual meeting.

(h) **Special Meetings.** Special meetings of the Association may be called at any time by the Administrator and shall be called upon the written request of owners owning a majority of all property. Only such business as stated on the Notice of Meetings shall be transacted at a special meeting unless all owners waive notice of any additional business.

(i) **Notice of Meetings.** Written notice of every annual or special meeting of the Association stating the time, date, and place of the meeting and, in the case of a special meeting, the business proposed to be transacted, shall be given to every owner not fewer than ten nor more than thirty days in advance of the meeting. Failure to give proper notice of a meeting of the owners shall not invalidate any action taken in such meeting unless: (1) an owner who was present but was not given proper notice objects to such meeting, in which case the matter to which such owner objects shall not be taken up, or (2) an owner who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty days following such meeting, in which case the action to which owner objects shall be void.

(j) **Waiver of Notice.** Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any owner may in writing waive notice of any meeting either before or after such meeting. Attendance at a meeting by an owner whether in person or by proxy, shall be deemed waiver by such owner of notice of the time, date, and place thereof unless such owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

(k) **Place of Meetings.** All meetings of the Association shall be held at such convenient place as the Administrator may direct.

(l) **Adjournment.** Any meeting of the Association may be adjourned from time to time for periods not exceeding forty eight (48) hours by vote of owners holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at the original session of a meeting may be transacted at an adjourned session, and no additional notice of adjourned session shall be required.

(m) **Order of Business.** The order of business at all meetings of the owners shall be as follows:

1. Roll call;

2. Proof of notice of meeting or waiver of notice;

3. Reading of minutes of preceding meeting;
4. Report of the Administrator;
5. Old business;
6. New business.

(n) Minutes of Meeting. The Administrator shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Association. Such minutes shall be made available for examination and copying by any owner at any reasonable time.

(o) The Administrator shall preside over the meetings and shall keep the Minutes Book wherein the resolution shall be recorded.

ARTICLE III

ADMINISTRATOR

(a) Form of Administration. The Association shall act by and through an Administrator.

(b) Authorities and Duties. On behalf of and as directed by the Association, and as required by the Act, the Master Deed and these By-Laws, the Administrator shall provide for the following:

1. The surveillance of the property, the maintenance, repair, and replacement of the common elements, and the hiring and dismissal of personnel necessary to accomplish the same;
2. The collection of assessments from the owners;
3. The procuring and keeping in force of insurance on the property;
4. The enactment of reasonable regulations governing the operation and use of the common elements;
5. The enforcement of the terms of the Master Deed, these By-Laws, and any regulations promulgated pursuant to the By-Laws;
6. General administration of the regime on behalf of and for the benefit of all owners.
7. Appointment of agents, employees, or representatives to carry out the administration of the regime.
8. Shall keep records and receipts of expenditures as required by the Act.
9. Shall perform all other duties required by the Act, Master Deed and the By-Laws.
10. May perform any other duties authorized by the Association.

(c) The Administrator shall receive such reasonable compensation as the Association may determine and shall be entitled to reimbursement by the Association for expenses incurred in the conduct of its duties.

(d) The Administrator shall be elected by the owners at the Annual Meeting. The Administrator shall be elected by a 51% majority vote.

(e) A contract for the Administration of Seven Doughty Horizontal Property Regime is attached hereto as Exhibit E.

ARTICLE IV

FINANCES

(a) Fiscal Year. The fiscal year of the Association shall be as determined by the Association.

(b) Budget. The Administrator shall prepare and submit, or cause to be prepared and submitted, to the owners at their annual meeting a proposed budget for the regime for the fiscal year. The proposed budget shall set forth with particularity the anticipated common expenses for the fiscal year and the amount of money needed to establish reasonable reserves for the payment of future common expenses and contingencies.

(c) Approval of Budget. The proposed budget, as it may be amended upon motion of any owner, shall be submitted to a vote of the owners and when approved shall become the budget of the regime for the fiscal year. The terms of the budget shall be binding upon the Administrator unless and until such terms are amended by action of the owners.

(d) Annual Assessments. The funds required by the budget shall be collected from the owners in annual assessments in proportion to their respective interests in the general common elements as set out in the Master Deed and any amendments thereof, and the annual assessment shall be payable as and when determined by the Association, and in accordance with Article VII of the Master Deed.

(e) Special Assessments. The funds required from time to time to pay any common expenses which are not covered by the budget but which are approved by the owners shall be collected from the owners by the Administrator in such installments as the owners shall determine.

(f) Individual Assessments. Any payments of the Association which one or more, but fewer than all, of the owners shall be obligated to make pursuant to the terms of the Act, the Master Deed, or these By-Laws shall be due upon demand and shall be collected by the Administrator as individual assessments.

(g) Collection. Owners shall be personally liable for all assessments and shall pay the same to the Association, by way of the Administrator, promptly when due. The Administrator shall take prompt and appropriate action to collect by suit, foreclosure or other lawful method of any overdue assessment. If the overdue assessment is collected by an attorney or by an action at law, the owner owing the same shall be required to pay all reasonable costs of collection, including attorney's fees.

(h) Penalty. An assessment not paid within fifteen (15) days following the date when due shall bear a penalty of Five and 00/100 (\$5.00) Dollars plus one (1) percent of the assessment per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment. The Administrator may in its discretion

walve all or any portion of the penalty or interest imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the co-owner.

(i) Lien. All sums assessed for common expenses chargeable to any dwelling unit, but unpaid, shall constitute a lien on such dwelling unit in accordance with Article IX, Section 34 of the Master Deed.

(j) Accounts. The Administrator shall maintain on behalf of the Association a checking account with a State or Federally chartered bank having an office in Charleston County, South Carolina. The Administrator may also maintain on behalf of the Association an interest bearing savings account with a State or Federally chartered bank, savings and loan association or building and loan association. The accounts may be maintained in the name of the Administrator as agent of the Association. If the Administrator is a bank or the agent an employee of a bank which meets the other requirements of this section, the accounts may be maintained with said bank. All funds of the Association shall be promptly deposited in one of said accounts, except that the Administrator may maintain a petty cash fund of not more than Fifty and 00/100 (\$50.00) Dollars for the payment of minor current expenses of the Association. [The books and records relating to any account of the Association shall be made available for examination and copying by any owner at any reasonable time.]

(k) Payments. The Administrator shall provide for payment of all debts of the Association from the funds collected from the owners. Expenditures specifically approved in the budget may be paid without further approval unless the Association shall otherwise determine. All other expenditures which are in excess of Fifty and 00/100 (\$50.00) Dollars shall be reviewed and approved by the Association before payment is made. All checks and requests for withdrawals drawn upon any account of the Association shall be signed by the Administrator. The Administrator may draw checks upon the account of the Association. The Administrator may also make disbursements from the petty cash fund, if any.

ARTICLE V

MAINTENANCE AND IMPROVEMENTS

(a) Maintenance of Dwelling Units. The dwelling units shall be maintained in good condition and repair by their respective owners.

(b) Maintenance of Common Elements. The Administrator shall provide for the maintenance, repair, and replacement of the common elements, and the limited common elements in which functions the Administrator shall have exclusive authority; provided, however, upon the written request of any owner the Administrator shall delegate the responsibility of maintenance, repair, and replacement of exclusive limited common elements to such owner the payment for same being made by such owner, so long as such responsibility is fulfilled by such owner in accordance with these By-Laws, the Master Deed and the Act.

(c) Default by Owner. In the event that any owner fails to perform the maintenance required by him by these by laws or any lawful Regulations, and such failure creates or permits a condition which is hazardous to life, health, or property, which

unreasonably interferes with the rights of another owner, or which substantially detracts from the value or appearance of the property, the Administrator shall, after giving such owner reasonable notice and opportunity to perform such maintenance, cause such maintenance to be performed and charge all reasonable expenses of doing so to such owner by an individual assessment, which shall be assessed in accordance with Article IV of these By-Laws, and if the owner shall fail to pay such assessment, such unpaid sums shall constitute a lien on the owner's dwelling unit in accordance with Article IX, Section 34 of the Master Deed.

(d) Expenses. The expenses of all maintenance, repair, and replacement provided by the Administrator shall be common expenses, or limited common expenses, except as otherwise provided herein and in the Master Deed; provided, however, that when such expenses are necessitated by (1) the failure of an owner to perform the maintenance required by these by laws or by any lawful regulations, (2) the willful act, neglect, or abuse of an owner, or (3) an uninsured loss which is to be borne by an owner in accordance with Article VII of these by laws, they shall be charged to such owner by an individual assessment. The expenses of all maintenance, repair, and replacement of limited common elements shall be treated as common expenses of the owners owning such limited common elements and shall be shared as provided in Article IV of the Master Deed.

(e) Improvements. The Administrator shall provide for the making of such improvements to the common elements as may be approved from time to time by the owners. The cost of such improvements shall be paid as provided in Article VII of the Master Deed; provided, however, that no owner shall, without his consent, be assessed in any one year an amount in excess of five percent of the value of his dwelling unit (as set out in the Master Deed) for the making of improvements to the common elements.

ARTICLE VI

RESTRICTIONS AND REGULATIONS

(a) Restrictions. The use of the property shall be subject to the following restrictions:

(1) Dwelling Units shall be used only as residences.

(2) No nuisances shall be allowed on the property nor shall any use of practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by the residents. No person shall maintain on the property and no owner shall permit within his dwelling unit any condition which is unreasonably hazardous to the life, health or property of any person.

3. The common elements shall be used only for the furnishing of the services and facilities for which they are designed and are reasonably suited, and which are incidental to the use of the apartments to which they are pertinent.

4. No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all by laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of law, orders, rules or regulations and requirements of any governmental agency having jurisdiction thereof,

relating to the portion of the property, shall be corrected by and at the sole expense of the owners or the Association, whichever shall have the obligation to maintain or repair such portion of the property.

(b) Regulations. The owners may adopt or amend from time to time such reasonable regulations governing the operation and use of the property as they may deem necessary or desirable. It shall not be necessary to record regulations newly adopted or the amendment of existing regulations, but no owner shall be bound by any newly adopted resolution or amendment or repeal of an existing regulation until a copy of the same has been delivered.

ARTICLE VII

INSURANCE

(a) Coverage. To the extent reasonably available, the Association of Owners shall maintain and obtain insurance coverage as set forth in this Article and in the Master Deed.

(b) Premiums. Premiums for such insurance shall be common expenses and shall be paid by the Association as a common expense, and shall be paid by the owners in proportion to their respective interests in the general common elements. That portion of any covered loss not compensated for because of the deductible clause of the policy shall be paid by the owners in proportion to their respective interest in the portions of the property subject to the covered loss.

(c) Coverage. Insurance shall cover the following when available:

(1) The replacement value of all dwelling units and common elements. Such coverage shall afford protection against loss or damage by fire, earthquake, or other hazard covered by standard extended coverage endorsement and against such other risks as are customarily covered with respect to buildings and improvements similar to the buildings and improvements on the land. No insurance of the contents of improvements to any dwelling unit shall be provided by the Association;

(2) Public Liability in such amounts and with such coverages as shall be determined by the Administrator; and

(3) Such other insurance as the Administrator shall from time to time determine to be desirable.

(d) Amounts. The insurance obtained shall be in an amount which is sufficient to cover the replacement value of all the dwelling units and common elements. Public liability insurance shall be determined by the Administrator.

(e) Claims Adjustment. The Administrator is hereby appointed agent for each owner to adjust all claims arising under an insurance policy purchased by the Association or the Administrator and to execute and deliver releases upon payment of claims.

(f) Proceeds. The proceeds received by the Association from any Indemnity paid under a hazard insurance policy shall be held by the Administrator. After deduction of all reasonable expenses of the Administrator are diminished during such

proceeds, the net proceeds shall be distributed as follows:

(1) If the property is not reconstructed as provided in Article 10 of the Master Deed, then the Owners shall receive a pro rata share of the proceeds proportionate to their respective interests in the portion or portions of the property destroyed.

(2) If reconstruction takes place, then such proceeds shall be used to meet reconstruction costs as provided in Article 10 of the Master Deed and Article 8 of these By-Laws, and any proceeds remaining after all cost of reconstruction of the property have been paid shall be distributed to the owners in proportion to the respective interests in the portion or portions of the property subject to the covered loss.

(g) Insurance by Owner. Each owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable;

(1) Hazard Insurance for his dwelling unit and its contents for his own benefit, and

(2) Liability Insurance covering accidents occurring within his dwelling unit;

(3) Any other insurance which he deems necessary or desirable.

ARTICLE VIII

RECONSTRUCTION

a) Promptly after the damage or destruction to the property, the Administrator shall obtain reliable and detailed estimates of the costs of repair or restoration. The Administrator may retain the services of an architect to assist in the determination of such estimates and in the supervision of repair and restoration.

b) Reconstruction. Unless the owners affirmatively determine not to reconstruct the property following damage or destruction thereof, the Administrator shall promptly provide for such reconstruction. If the costs of such reconstruction exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars, the Administrator shall employ an architect licensed to practice in South Carolina to supervise the reconstruction. It shall be the duty of such architect to inspect the progress of the reconstruction at regular intervals and to submit written authorizations to the Association for payment for work performed. When an architect is not required by the terms hereof, the Administrator may perform such inspections and submit such authorizations.

c) Costs. The Administrator shall employ for the purpose of reconstructing the property the proceeds of any insurance obtained on the property by the Administrator on behalf of the Association. If such proceeds do not cover the costs of the reconstruction, the deficiency shall be borne by the owners in proportion to their respective interests in the portion or portions of the property reconstructed.

d) Reconstruction of dwelling units. Damage to or destruction of improvements situated within a dwelling unit shall be repaired or restored as follows:

1. To the extent such damage or destruction is covered by insurance

obtained pursuant to Article VI hereof or by a condemnation award not specifically allocated to owner, the proceeds of such insurance or awards shall be made available for repair or restoration of the apartment.

2. To the extent that such damage or destruction is not covered by insurance obtained pursuant to Article VI hereof or by condemnation award not specifically allocated to an owner, the owner shall be responsible for the cost of repair and restoration; provided, however, that damage to common elements shall be a common expense of the Association of owners.

e) Deductibles. To the extent that there is a shortage of funds resulting from a provision for deductibles in the insurance obtained pursuant to Article VI herein, each affected owner shall be required to contribute such shortage in proportion to the damage to his apartment.

ARTICLE IX

CONDEMNATION

a) Rights of owners. If any portion of the property is condemned by any authority having the power of eminent domain, each owner shall be entitled to receive notice of such condemnation and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Administrator and shall be disbursed as follows. Each owner shall be entitled to an individual award to be determined by the value of his interest in the portion or portions of the property condemned.

b) Duties of the Association. In the event that any award is received by the Association on account of condemnation of any portion or portions of the common elements, the Administrator shall hold such award for disbursement in the same manner as if it were insurance proceeds. The Administrator shall promptly call a special meeting of the Association to determine whether any condemned portion of the common elements shall be replaced. If the Association determines to replace any condemned portion of the common elements, the Administrator shall provide for the replacement of such portions in the same manner as if such portions had been destroyed by casualty.

ARTICLE X

LIABILITIES AND INDEMNIFICATION

a) Liability of Association. No owner shall be liable for a greater percentage of a debt or liability of the Association than his percentage of ownership of the general common elements. All correspondence of the Association and all contracts executed by the Association shall incorporate the following recital: Seven Doughty Street Association Owners is an association established pursuant to the Horizontal Property Act of South Carolina. No member of the Association shall be liable for a greater percentage of the debt or liability of the Association than his percentage of ownership of the general common elements.

- b) **Tort Liability.** The owners and the Association of owners shall each be deemed to have released and exonerated each other from any tort liability other than that based on fraud or criminal acts to the extent to which such liability is satisfied by proceeds of insurance carried by any such party.
- c) **Contracts.** No owner or director or officer of the Association shall have any personal liability under any contract made by any of them on behalf of the Association of Owners, except for the obligation of owners to pay common charges lawfully assessed, or extraordinary contracts which are outside of the scope of the normal operations of the Association.
- d) **Indemnification.** The directors and officers of the Association of owners shall be entitled to indemnification, as provided in Section 33-13-180, Code of Laws of South Carolina, 1976, as amended, (the provisions of which are hereby incorporated by reference and made a part hereof). The Board of Directors may obtain insurance covering such indemnification and the premiums for such insurance shall be a common expense.

ARTICLE XI

MISCELLANEOUS

- a) **Record of Ownership.** Any person who acquires title to a dwelling unit shall promptly inform the Association and the Administrator of his identity and the date upon and manner in which the title was acquired. The Administrator shall maintain a record of the names of all owners and the dates upon which they acquired title to their dwelling units.
- b) **Notices.** Any notices required to be given to owners or the Administrator shall be sent to his address as it appears in the records of the Association of owners. All notices to mortgagees of apartments shall be sent by Registered or Certified Mail, Return Receipt Requested, to their respective addresses, as designated by them from time to time, in writing.
- c) **Waiver.** No provision of these By-Laws or the regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.
- d) **Conflicts.** In the event of any conflict between these By-Laws and the Act or the Master Deed, the Act or the Master Deed shall control, as appropriate. In the event of a conflict between these By-Laws and the regulations, these By-Laws shall control.
- e) **Severability.** The provisions of these By-Laws are severable, in the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder hereof.
- f) **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws are the intent of any provisions hereof.

g) Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and vice and versa, whenever the contents requires or permits.

1984. CERTIFIED to be the By-Laws adopted on this ____ day of January,

WITNESS:

SEVEN (7) DOUGHTY STREET

BY: _____

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within Seven (7) Doughty Street, by a proper person; sign, seal and deliver the within By-Laws of Seven (7) Doughty Street, and that (s)he with the other witness subscribed witnessed the execution thereof.

SWORN to before me this
_____ day of January, 1984.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

RULES AND REGULATIONS

FOR

SEVEN DOUGHTY STREET HORIZONTAL PROPERTY REGIME
SEVEN - NINE DOUGHTY STREET
CHARLESTON, SC 29403

PREPARED BY

SEVEN DOUGHTY HOMEOWNERS ASSOCIATION