

Council of Co-Owners, during normal business hours;

(ii) Receive a copy of any audit performed for the Council of Co-Owners;

(iii) Upon request, receive written notice of all meetings of the Council of Co-Owners, and be permitted to designate a representative to attend and observe all such meetings; and

(iv) Receive written notification from the Council of Co-Owners of any default by any of its mortgagors in the performance of his obligations to the Council of Co-Owners which is not cured within thirty (30) days.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. The Co-Owners of the respective Apartments shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective Apartments nor shall any Co-Owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective Apartments which are utilized for or serve more than one apartment, which items are hereby made a part of the Common Elements. Each Co-owner shall however, be deemed to own the walls and partitions which are contained in said Co-Owner's Apartment and shall also be deemed to own the interior decorated and finished surfaces of the perimeter walls, floors and ceilings including plaster, paint, wallpaper, etc.; however, all load-bearing walls and, where applicable, the floor between the first or ground floor, second or third floor and third or fourth floor located within an Apartment are part of the common elements to the unfinished surface of said walls and/or floors.

B. No Co-Owner may exempt himself from liability for his contribution toward the common expenses or other assessments duly made by the Council of Co-Owners and/or the Board of Directors by waiver of the use or enjoyment of any of the common elements or the recreational facilities of the Regime or the Resort Facilities or by abandonment of his Apartment.

C. Each Co-Owner shall pay all ad valorem taxes and other taxes assessed against his Unit and shall file any tax returns required in connection therewith. No Co-Owner shall have a right of contribution or a right of adjustment against any other Co-Owner because the value of his Unit as fixed by any taxing authority may differ from that stated herein.

D. For the purposes of ad valorem taxation, the interest of the Co-Owner of a unit in his Apartment and Common Elements appurtenant thereto shall be considered a Unit. The value of said Unit as compared to the value of the Condominium as then constituted, including land and improvements, as has been assigned to said Unit and as set forth in this Master Deed. The total of all said percentages equal 100 per cent of the value of all the land and improvements as it shall then be constituted.

E. All provisions of this Master Deed and all Exhibits hereto and amendments hereof shall be construed as covenants running with the land and of every part thereof and interest therein including, but not limited to, every Apartment and the appurtenances thereto and every Co-Owner and/or occupant of the Property or any part thereof or owning any interest therein, his heirs, executors, successors, administrators and assignees shall be bound by all the provisions of this Master Deed and Exhibits hereto and any amendments to the same, and The Act.

F. If any of the provisions of this Master Deed of the Exhibits hereto, of The Act or any section, clause, phrase, word or the application thereof in any circumstances is held invalid, the validity of the remainder of same and of the application of any provision, action, sentence, clause, phrase or work in other circumstances shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, the same may be delivered to each Co-Owner either personally or by mail addressed to such Co-Owner at his place of residence in the Condominium unless the Co-Owner has by written notice, duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Council of Co-Owners shall be given by affidavit of the person mailing or personally delivering such notice. Notices to the Council of Co-Owners (including the Board of Directors) shall be delivered by mail to the Secretary of the Council of Co-Owners at the Secretary's address within the Condominium or, in the case of the Secretary's absence, then to the President of the Council of Co-Owners at his address in the Condominium; provided, however, that the Council of Co-Owners may specify a different address by written notice delivered to all Co-Owners, Institutional Mortgagees of record, and any third party affected thereby. Notices to the Developer shall be sent by mail to 7168 Cross County Road, Charleston, South Carolina 29418. All notices shall be deemed delivered when mailed. Any party may change his or its mailing address by written notice duly receipted for. The change of the mailing address of any party as

specified herein shall not require an amendment to this Master Deed. Notices required to be given the personal representative of a deceased Co-Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the probate court wherein the estate of such deceased Co-Owner is being administered.

H. All remedies for non-compliance provided in The Act shall be in full force and effect. In addition thereto, should the Council of Co-Owners find it necessary to bring an action about compliance with any provision of law, The Act, this Master Deed and/or the Exhibits attached hereto, upon finding by the Court that the violation claimed was willful or deliberate, the Co-Owner so violating shall reimburse the Council of Co-Owners for reasonable attorney's fees incurred in prosecuting such action.

I. Subsequent to the filing of this Master Deed, the Council of Co-Owners when authorized by a vote of the majority of the total Voting Members of the Council of Co-Owners and the Institutional Mortgagees of record encumbering condominium units who represent the majority of the dollar institutionally mortgaged indebtedness against this Condominium, may, together with other councils of Co-Owners and/or others, purchase and/or acquire and enter into agreements from time to time, whereby to acquire leaseholds, memberships, and other possessory or use interest in lands and/or facilities, including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to lands of the Condominium, intended to provide for the enjoyment and/or recreation and/or other use and/or benefit of the Co-Owners. The expenses of such ownership, rental, membership fees, operations, replacement and other undertakings in connection therewith shall be Common Expenses together with all other expenses and costs herein or by law defined as Common Expenses.

J. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural and plural shall include the singular. The provisions of this Master Deed shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation and development of a horizontal property regime.

K. The captions used in this Master Deed and the Exhibits attached hereto are inserted solely as a matter of convenience and shall not be relied upon and/or be used to construe the effect or meaning of the text of this Master Deed or Exhibits hereto annexed.

L. Where an Institutional Mortgagee by some circumstance fails to be a

first mortgagee, it shall nevertheless for the purposes of this Master Deed and the Exhibits hereto be deemed to be an Institutional First Mortgage of record.

M. If any term, covenants, provision, phrase or other elements of this Master Deed or the Exhibits hereto or the Act are held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify, or impair in any manner whatsoever any other term, provision, covenant or element of this Master Deed, Exhibits and the Act.

N. Notwithstanding the fact that the present provisions of the Act are incorporated by reference and included thereby, the provisions of the Master Deed and the Exhibits hereto shall be paramount to the Act as to those provisions where permissive variances are permitted; otherwise, the provisions of the Act shall prevail and shall be deemed incorporated herein.

O. By reason of Developer being the owner of all Apartments at the time of the recording hereof, Developer is and shall be the Co-Owner of and Voting Member for each and every Apartment of the Regime (as presently constituted) at the time of recording hereof. By reason thereof and by further reason of the necessity for a governing Board of Directors to govern the Regime and enter agreements on behalf of the Council of Co-Owners, Developer, simultaneous with recording hereof, shall appoint an initial Board of five Directors who shall serve as and be and have full powers as the Board of Directors of the Council of Co-Owners until their successors are elected and qualified. The Developer shall call or provide the means to call an organizational meeting of the Council of Co-Owners within 120 days of the time that Developer has conveyed more than half of the Apartments in the Regime (as presently constituted) to third parties, at which time a Board of Directors shall be elected and qualified who shall, upon such election and qualification, succeed the initial Board of Directors appointed by Developer.

P. The Council of Co-Owners by its execution of this Master Deed approved the provisions hereof and all covenants, terms, conditions, duties and obligations hereof and Exhibits hereto and the Act. Each Co-Owner by virtue of acceptance of a Deed of Conveyance of an Apartment and/or any portion of or interest in the Common Elements and other parties by virtue of their occupancy of Apartments or use of the Common Elements, hereby approve the foregoing and do agree to be bound by all the terms, conditions, duties and obligations contained herein, in the Exhibits hereto and in the Act.

Q. No. Co-Owner shall bring or have any right to bring any action for partition or division of the Property.

IN WITNESS WHEREOF, the Developer on behalf of itself and to bind itself and its successors in interest, including all Co-Owners who shall comprise the Council of Co-Owners (which shall be known as the Wentworth Street East Property Regime Council of Co-Owners) has executed this Master Deed of Wentworth Street East Horizontal Property Regime as its act and deed and in witness whereof, it by and through its President, attested by its Secretary, has set its hand and seal this 30 day of April, 1984.

SIGNED, SEALED AND DELIVERED:

IN THE PRESENCE OF:

BATTERY CARRIAGE HOUSE DEVELOPMENT COMPANY,
A SOUTH CAROLINA GENERAL PARTNERSHIP

Lona E. Moore
[Signature]

BY: [Signature], a partner

BY: [Signature], a partner

BY: [Signature], a partner

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Battery Carriage House Development Company, A South Carolina General Partnership, by and through its duly authorized agent, sign, seal and as its act and deed deliver the within written Master Deed of Wentworth Places East Horizontal Property Regime, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Lona E. Moore

SWORN to and subscribed before
me this 30 day of April, 1984.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 12/17/84

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Wentworth Place East Horizontal Property Regime Council of Co-Owners hereby agrees to and does on behalf of itself and all its present and future Co-Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Master Deed together with all the Exhibits hereto and as set forth in the Act.

IN WITNESS WHEREOF, the above named Wentworth Place East Horizontal Property Regime Council of Co-Owners has caused these presents to be signed in its name by its duly authorized agent this 30 day of April, 1984.

SIGNED, SEALED AND DELIVERED:

IN THE PRESENCE OF:

WENTWORTH PLACE EAST HORIZONTAL
PROPERTY REGIME COUNCIL OF CO-OWNERS

Elli C. Rowe
[Signature]

BY: [Signature]
General Partnership

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Wentworth Place East Horizontal Property Regime Council of Co-Owners by and through its duly authorized agent, [Signature] execute the within written Master Deed Battery Carriage House Development Company, A South Carolina of General Partnership and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to and subscribed before me this 30 day of April, 1984.

Elli C. Rowe
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 10-29-86

"EXHIBIT 1"

DESCRIPTION OF PROPERTY

The real property committed to the Wentworth East Horizontal Property Regime is described as follows:

ALL that certain tract, piece, or parcel of land with improvements thereon, situate, lying and being at 151 Wentworth Street, City of Charleston, Charleston County, South Carolina, containing 0.191 acres, more or less, as shown and delineated on the survey and site plan of number 151 Wentworth Street which are incorporated in this description, prepared by George A. Z. Johnson, Jr., dated June 20, 1984, which is to be recorded in the RMC Office for Charleston County, South Carolina, in Plat Book BA, Page 133.

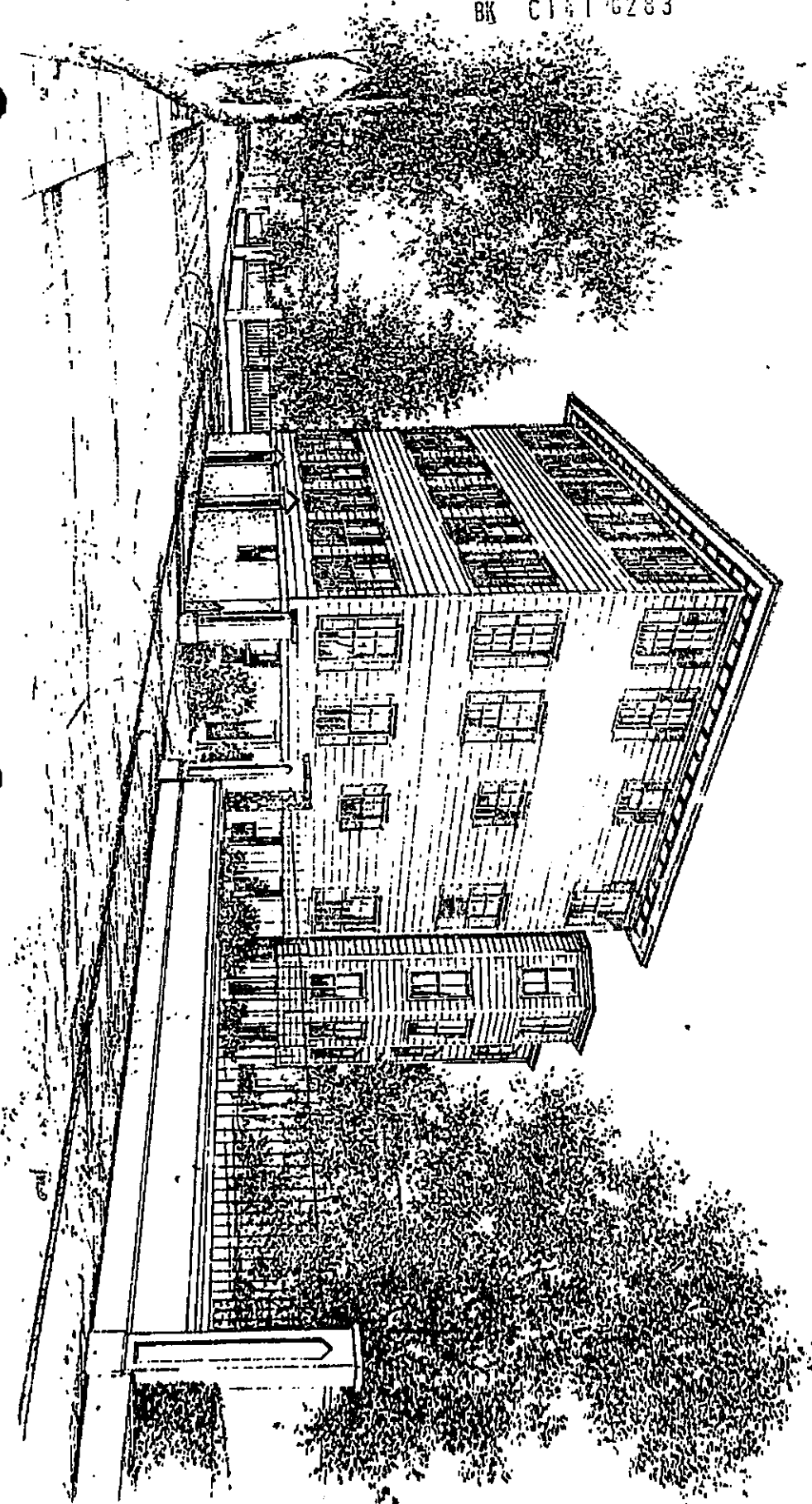
Said tract of land is more particularly described by the following metes and bounds as shown upon said plat, to-wit:

Beginning at the southwesternmost corner of said tract, whereon it adjoins on the lands of W. D. McDowell at 155 Wentworth Street and on the south on the lands of Helen G. Georgeo at 39 $\frac{1}{2}$ Smith Street, and from thence proceeding in 13 $^{\circ}$ 40' 40" W for a distance of 89' along property now or formerly of W. D. McDowell to a point; from thence turning and proceeding in 76 $^{\circ}$ 15' 31" E for a distance of 93.10' along Wentworth Street to a point. From thence turning and proceeding S 14 $^{\circ}$ 15' 15" E for a distance of 89.10' along Smith Street to a point; from thence turning and proceeding S 76 $^{\circ}$ 18' 55" W for a distance of 94.00' along lands now or formerly of Helen G. Georgeo back to the point which was the point of beginning; all measurements being a little more or less; reference being craved to said plat for additional description.

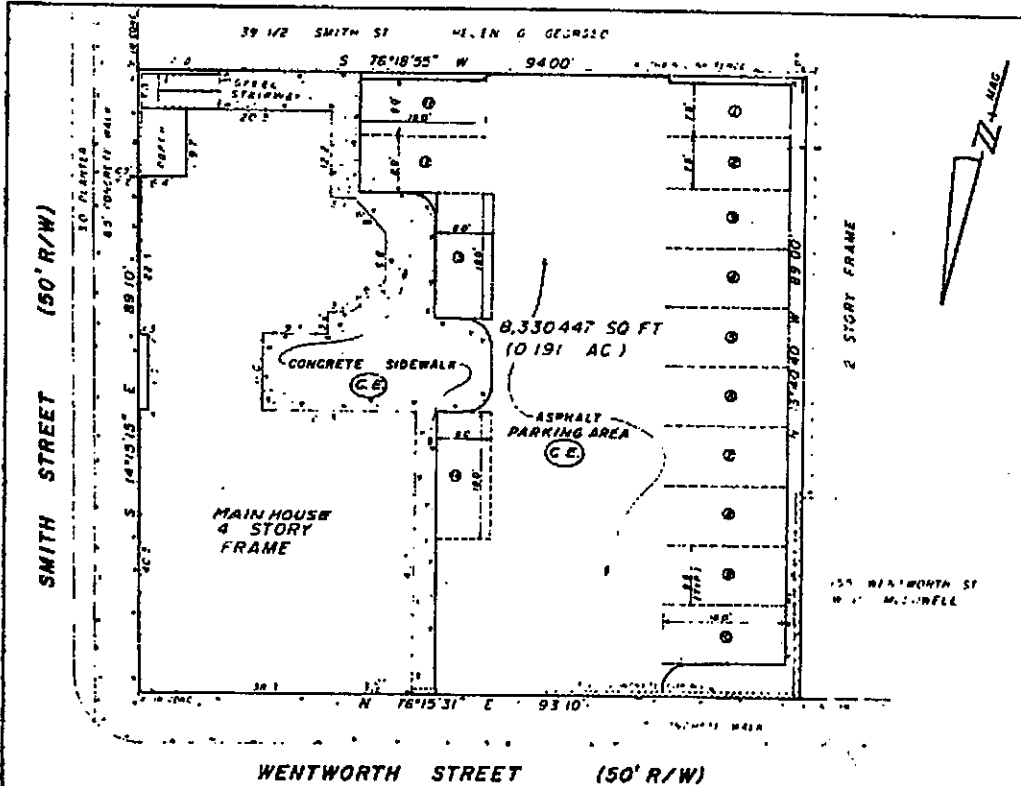
BEING the same property conveyed to Battery Carriage House Development Company, a Partnership, by deed of Frank G. Gay, Jr. and Rebecca B. Gay dated the 28 day of June, 1984, and recorded in the RMC Office for Charleston County ~~simultaneously herewith, Book H, Page 546~~ *in Book H 158, page 546*

T.M.S. # 457-03-04-006

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SITE PLAN OF NO. 151 WENTWORTH STREET

OWNER FRANK G. JR & REBECCA B GAY

SCALE 1" = 10'

DATE 20 JUNE, 1984

NOTES
 1. THIS PLAN IS TO BE USED FOR THE DEVELOPMENT OF THE PROPERTY SHOWN HEREON.
 2. THIS PLAN IS TO BE USED FOR THE DEVELOPMENT OF THE PROPERTY SHOWN HEREON.

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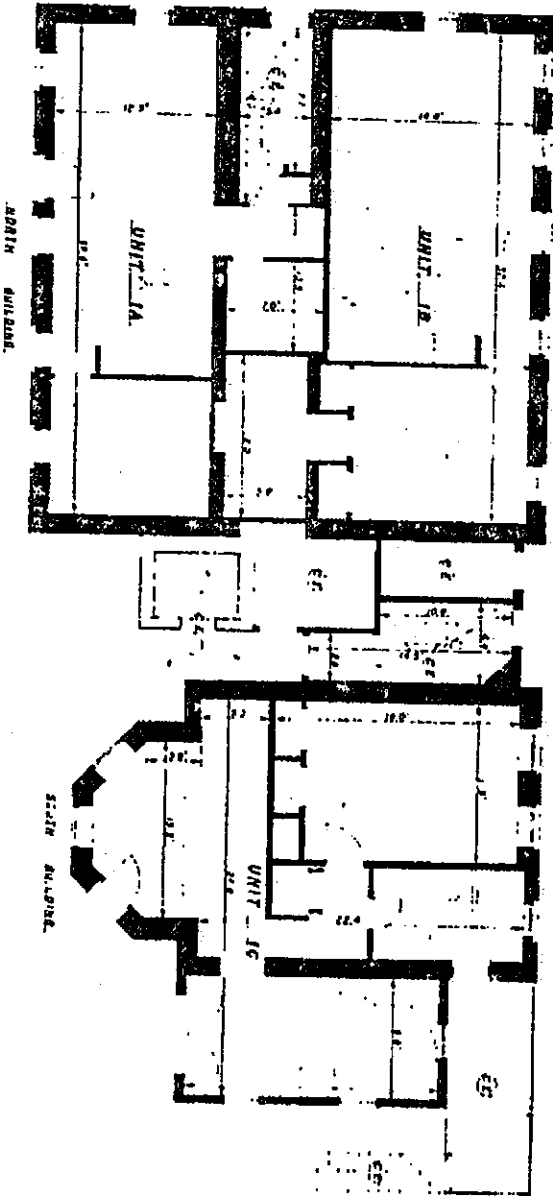
ABOUT TO BE CONVEYED TO
 BATTERY CARRIAGE HOUSE DEVELOPMENT COMPANY
 A PARTNERSHIP

GEORGE A. JOHNSON, JR., INC.
 ENGINEER, PLANNER, LAND SURVEYOR

See 2nd Amendment



BK C141 3285



FIRST FLOOR PLAN

NORTH SIDE SOUTH SIDE
 BUILDING HEIGHT 73 76
 P.F.C. 313 387
 AVERAGE RISE AND FLOOR IN. 8.70

WENTWORTH PLACE EAST

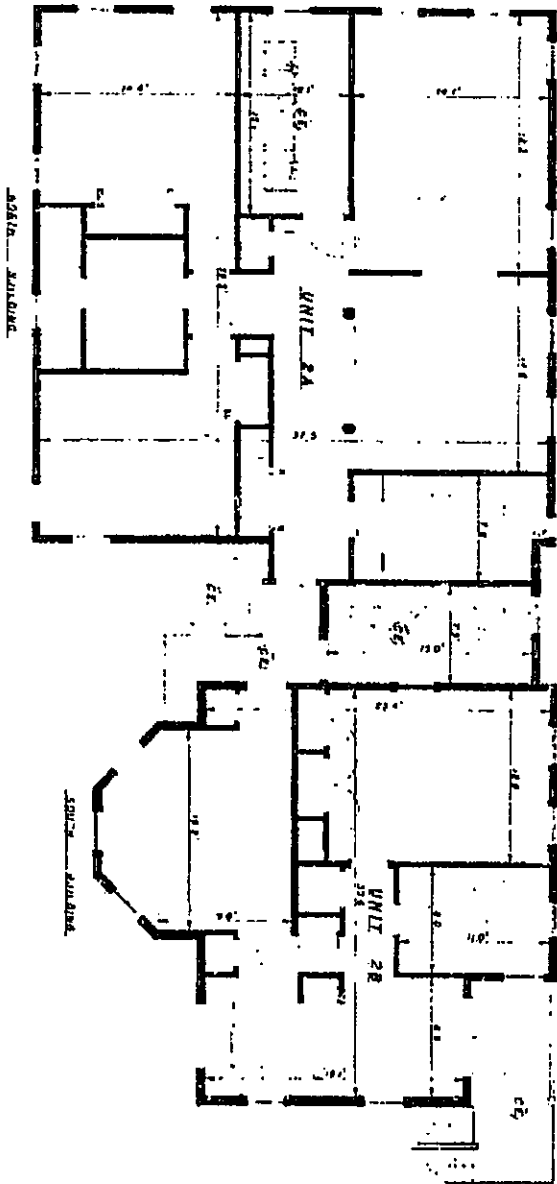
151 WENTWORTH STREET
 CITY OF CHARLESTON, CHARLESTON COUNTY, S.C.
 SCALE 1" = 8'-0" DATE 11-10-68



NOT TO SCALE



BK C1113236



SECOND, THIRD AND FOURTH FLOOR PLAN
(TYPICAL)

STAIRS (TYPICAL)

1200 S.F. 1050 S.F.

SECOND FLOOR 1100 S.F. 1050 S.F.

THIRD FLOOR 1100 S.F. 1050 S.F.

FOURTH FLOOR 1100 S.F. 1050 S.F.

1200 S.F. 1050 S.F.

1200 S.F. 1050 S.F.

WENTWORTH PLACE EAST

151 WENTWORTH STREET
CITY OF CHARLESTON, CHARLESTON COUNTY, S.C.

SCALE 1/8" = 1'-0"



DATE 11-15-57

BY J. H. ...





WENTWORTH PLACE EAST

Approximate square footage and use

Apartment Unit	1A	550	Square feet	residential only
	1B	620	Square feet	residential only
	1C	760	Square feet	residential only
2A,3A, and	4A	1418	Square feet times 3	residential only
2B,3B, and	4B	871	Square feet times 3	residential only
Total Square Footage		8,797		
Plus common elements				

See
1st
Amendment

See 2nd
amendment

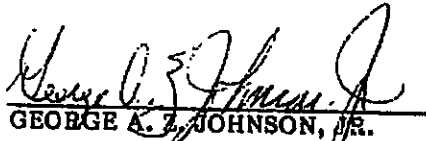


BK CIVIL 0288

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ENGINEER'S CERTIFICATE

I certify to the best of my knowledge, information and belief, that the pages numbered 32A through 32E to this "Exhibit 1" and the plot plan referred to in the description of the property, adequately and accurately depict the land, buildings and the improvements and elevations of Wentworth Place East Horizontal Property Regime in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976, as amended.



GEORGE A. JOHNSON, JR.



The aforesaid real property and the particular improvements thereon, which are hereby committed (and the location of such improvements) are shown and described on the attached surveys, plot plans and building plans, which are incorporated in the description by reference and which constitute, together with this description, "Exhibit 1" to the Master Deed of Property Regime of Wentworth Place West.. The improvements consisting of the buildings within which apartments are located and the location of individual apartments within the buildings are located as shown and described upon the aforesaid parts to this Exhibit, which locations and descriptions are also incorporated in this description by reference. Each apartment has appurtenant to it an undivided interest in the common elements as shown and described on the attached surveys, plot plans, building plans and descriptions, and as described in the Master Deed to which this is an Exhibit. All areas not contained within the apartments as the term "apartment" is defined in the aforesaid Master Deed constitute common elements. Improvements which constitute common elements are the drives, sidewalks, parking areas, all corridors and halls providing access to individual apartments and all stairs, staircases, walkways and the like providing access to such halls and corridors, and all other improvements not contained within or part of any apartment(s).

This conveyance is expressly made subject to any and all easements, reservations and rights-of-way of record, including those contained within the Master Deed and Exhibits thereto, as shown in this Exhibit and all others of record.

Each apartment includes:

(a) The space enclosed by the unfinished surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that are ordinarily regarded as enclosures of space.

(b) All interior dividing walls and partitions (including the space occupied by such walls and partitions).

(c) The decorated interior surfaces of all interior walls (including the decorated surfaces of all interior load-bearing walls) and floors, ceilings, consisting as the case may be of wallpaper, paint, plaster, carpeting, tiles and all other furnishings, materials and fixtures affixed or installed and for the sole and exclusive use of any dwelling space, commencing at the point of disconnection of the structural body of the building and from utility lines, pipes or systems serving the dwelling space. No pipes, wires, conduits or other public utility lines or installation constituting a part of the



overall system designed for the service of any particular dwelling space of a building or any property of any kind, including fixtures and appliances within an apartment, which are not removable without jeopardizing the safety or usefulness of the remainder of the building shall be deemed to be part of any apartment.

Apartment numbered unit 1A is a three room unit on the first floor of the North Building. Entry to this unit obtained by utilizing an entrance from the common area parking facilities. This entry leads into a large living area with a connecting kitchen to the right. An open room is located to the right of the kitchen area. The bathroom is found to the right of a hallway extending from the living area towards the rear of the unit.

Apartment numbered unit 1B is also a three room unit on the first floor of the North Building. Entry to this unit is obtained by utilizing the Smith Street entrance on the East side of the building. This entry leads into a large living area with a connecting kitchen to the left. Another available room is located to the left of this kitchen area and contains two closets. An adjacent bathroom is found to the far right upon entry into this room.

Apartment numbered unit 1C is a four room unit located on the first floor of the South Building. Entry to this unit is obtained by using an entrance from the common area parking facilities. Entry is made into a large living area with a hallway extending to the rear of the unit. To the right of the living area is a separate kitchen. The bathroom is located to the right of the kitchen and towards the end of the aforementioned hallway. To the right of the bathroom and off of the hallway is an open room. This room contains two closets.

Apartment numbered unit 2A is a six room unit located on the second floor of the North Building. Primary entry can be obtained by utilizing the common area stairwell of the Wentworth Street entrance. Upon such entry, unit 2A is located to the right of the second floor stairwell. This doorway opens into a foyer type hallway. To the right of this hallway is a large living area which is divided into two adjacent rooms. At the far right of the aforementioned hallway is a kitchen. To the left of the hallway is an entrance connecting two open rooms. Each of these rooms is accessible to a bathroom which divides them. This unit contains three closets. The first is located to the direct left upon primary entry; the second across from the kitchen and the third to the right upon entry into the two available rooms. The secondary entrance to this unit is located

to the right after ascending to common element elevator or to the left of the Smith Street entrance stairwell.

Apartment numbered unit 2B is a four room unit that is located on the second floor of the South Building. Primary entrance is obtained by either the Smith Street Stairwell or the common element elevator. Off of the stairwell, unit 2A is located to the right. From the elevator, this unit located across the hall to the left. This entry opens into a large living area with a closet to the direct right. This living area leads into a "T" hallway with a closet at the base. Up the hallway and to the horizontal right is a kitchen area. To the horizontal left is a bathroom and an open room extending at the end. One closet is located in this room. Another is located in the aforementioned hallway. A secondary entrance is available by using the stairwell at the South side of the building. The unit is entered into by a door to the left opening into the kitchen area.

Apartment numbered unit 3A is a six room unit located on the third floor of the North Building. Entry is obtained in the same way as that of Unit 2A with the exception of being on the third floor. The physical layout is the same as unit 2A, as well as the primary and secondary entrances.

Apartment numbered unit 3B is a four room unit located on the third floor of the South Building. Entry is obtained in the same way as that of unit 2B with the exception of being on the third floor. The physical layout is the same as unit 2B, as well as the primary and secondary entrances.

Apartment numbered unit 4A is a six room unit located on the fourth floor of the North Building. Entry is obtained in the same way as that of unit 2A with the exception of being on the fourth floor. The physical layout is the same as unit 3A, as well as the primary and secondary entrances.

Apartment numbered unit 4B is a four room unit located on the fourth floor of the South Building. Entry is obtained in the same way as that of unit 3B with the exception of being on the fourth floor. The physical layout is the same as unit 3B, as well as the primary and secondary entrances.

PROPERTY RIGHTS AND PERCENTAGE OF INTEREST

Each Co-Owner owns, in addition to his Apartment, an interest in the common elements of the property, which percentage ownership interest has been determined and computed by dividing the project into nine equal units. The percentage interest is thus 11.111%.

The interest of each Unit in the common elements of each co-owner of an apartment would entitle each such owner one vote. The voting rights and the percentage of the total vote appurtenant to each apartment has been computed by taking into consideration the number of units, dividing it into the property as a whole.

"EXHIBIT 3"

BY-LAWS

OF

HORIZONTAL PROPERTY REGIME COUNCIL OF OWNERS

OF WENTWORTH PLACE EAST

ARTICLE I

Name

The name of the Association shall be Horizontal Property Regime Council of Owners.

ARTICLE II

Offices

The principal office of the Association shall be located at Wentworth Street Place East Horizontal Property Regime, Charleston, South Carolina. The Association may have other offices within and without the State of South Carolina as the affairs of the Association may require from time to time. The Association may have and continuously maintain in South Carolina a registered agent. This office shall be identical with the registered office. The registered office may be, but need not be, identical with the principal office of the Association and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III

Purpose

The purpose of this Association shall be to provide a collective government form of administration for the Co-Owners of Horizontal Property Regime, to manage and control Horizontal Property Regime and the activities of the Co-Owners therein and of all persons using or occupying the facilities of the Horizontal Property Regime (herein sometimes called the "Regime" or the "Condominium") and all things pertinent to and/or related thereto and to carry out all activities, promulgate all Rules and Regulations and to have all responsibilities and purposes that are given to the Horizontal Property Regime (hereinafter called the Master Deed), in the South Carolina Horizontal Property Act, Title 27, Chapter 31, Code of Laws of South Carolina, 1976, (hereinafter called the Act) and in these By-Laws, and to be the Council of Co-Owners for this Horizontal Property Regime as defined and called for in the Act and the Master Deed.

ARTICLE IV