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MASTER DEED

of the

CKTO NABOR'S PLACE HORIZONTAL PROPERTY REGIME 50.00

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Charleston, S.C.  
29401

Pink-sealed

Register  
123, 6780

MASTER DEED of the  
NABOR'S PLACE HORIZONTAL PROPERTY REGIME

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STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

) MASTER DEED FOR NABOR'S PLACE  
) HORIZONTAL PROPERTY REGIME

Edward H. Sparkman, hereinafter referred to as the Grantor, is the sole owner in fee simple of the hereinafter described land and improvements, and by the filing of this Master Deed in the Office of the Register for Mesne Conveyances for Charleston County, South Carolina, does hereby submit the land and improvements hereinafter described, including all easements, rights, and appurtenances thereto, to a horizontal property regime, hereinafter referred to interchangeably as the regime or condominium, to be known as NABOR'S PLACE HORIZONTAL PROPERTY REGIME, as provided for in Title 27, Chapter 31 of the 1976 Code of Laws of South Carolina, as amended, hereinafter referred to as The Act. Pursuant to the laws of the State of South Carolina, the Grantor sets forth the following:

ARTICLE I

The Property

A. The property on which the condominium shall be built is located in the County of Charleston, South Carolina, and is more fully described as follows:

ALL that lot, piece or parcel of land, together with the buildings and improvements thereon, situate, lying and being on James Island, in Charleston County, known and designated as Lots 32 and 33, Block D, on a Plat of Section 12, Part No. 1 of Lawton Bluff Subdivision in the James Island Plantations, Inc., Charleston County, South Carolina, said survey by A. L. Glenn, Reg. P.E. and L.S., dated October 3, 1968, and recorded November 8, 1968 in the R.M.C. Office for Charleston County in Plat Book X Page 175; said premises having such size, shape, dimensions, buttings and boundings as by reference to said plat will more fully appear. The said premises are subject to restrictive covenant of record.

The above described premises is more clearly shown and delineated on a plat thereof bearing legend "Plat of Nabor's Place Condominium Project", dated November 18, 1983, and recorded in the R.M.C. Office for Charleston County in Plat Book BA, at page 81, and by the approval of Charleston County Planning Board and the recording of said plat, the property line between Lots 32 and 33, Block D, Lawton Bluff Subdivision was abandoned, as is shown by reference to said plat, which is hereby made a part and parcel hereof.

BEING the same premises conveyed to Edward H. Sparkman by S & S Enterprises, a partnership, by deed dated October 1, 1983 and recorded in the R.M.C. Office for Charleston County on October 12, 1983 in Book H133, page 91.

TMS No. 428-16-00-019 and No. 428-16-00-018

ARTICLE II

Definitions

For the purposes of this Master Deed and the By-Laws of the Nabor's Place Home Owners Association, as hereinafter defined, the following definitions for the terms herein and therein shall apply unless otherwise defined by the context thereof:

A. ACT shall mean and refer to the Horizontal Property Act, Title 27, Chapter 31, of the Code of Laws of South Carolina, as such may be supplemented or amended from time to time.

B. ASSOCIATION shall mean and refer to the Nabor's Place Home Owners Association, Inc., a non-profit South Carolina corporation and the mandatory association of all unit owners, as is more particularly described herein below.

C. ASSESSMENT shall mean and refer to that portion of the funds necessary for the payment of the common expenses, as hereinafter defined, of the Association, which from time to time shall be levied or assessed against the unit owner and his unit by the Association, as hereinafter provided.

D. BUILDING shall mean and refer to any one of the multi-unit buildings which the declarant has constructed upon the real property described in Exhibit A, to be used for residential purposes, as hereinafter provided. Attached hereto and made a part hereof by reference as Exhibit B which consists of a full and exact copy of the plans of the buildings as well as a survey of the real property, drawn by showing the location of the buildings thereon. Said buildings are more particularly described in the plans of said buildings, showing all particulars as required by statute. In general, the buildings have two (2) stories and no basements. Each building has been subdivided into six (6) units, hereinafter defined, as well as the common areas and facilities, also hereinafter defined, of the building. The building is constructed principally of brick.

E. BOARD shall mean and refer to the Board of Directors of the Association and DIRECTOR shall mean and refer to a member of said Board.

F. BY-LAWS shall mean and refer to those by-laws of the Association providing for the government of the Association as they are duly adopted and amended from time to time by the Association. A copy of the initial by-laws are attached hereto as Exhibit E and made a part hereof.

G. COMMON AREAS AND FACILITIES generally shall mean and refer to all of the real property, described on Exhibit A, and all the improvements and facilities thereon which are not units as hereinafter defined, and which are not items of personal property owned, held, or maintained by unit owners. The common areas shall include, but are not limited to, the following:

1. All of the real property more particularly described in Exhibit attached hereto, reference to which is hereby made for more particular description thereof;
2. All foundations, blocks, columns, girders, beams, supports, roofs, ventilation fans and vents, load bearing walls, including all exterior walls and interior walls (except (1) nonload bearing partition walls wholly within a unit and (2) the interior finished surfaces of the perimeter walls of a unit, which shall include any wall coverings, etc. applied to said finished surfaces) of a building;
3. All yard and garden areas, parking and drive areas and sidewalks;
4. All installations of and facilities, apparatus, conduits, and equipment for the provision of all utility services, including, but not limited to, all water and sewer service, electricity, heating, air conditioning, telephone, irrigation, trash disposal, and cable TV, if any, which may be supplied for the common use and convenience of the unit owners, and which are not defined as part of the units.
5. All of the portions of the real property and the improvements thereon which are not specifically part of the units themselves, as hereinafter defined, or owned by unit owners as personal property, shall be common areas and facilities intended for common and necessary or convenient use and enjoyment, existence, maintenance, or safety of the condominium project.

H. COMMON EXPENSES shall mean and refer to the total cost and expense incurred by the association (as hereinafter provided) for the administration, maintenance, operation, enjoyment, safety, repair, and replacement (including a capital reserve for repair, maintenance, and replacement) of the common areas and facilities as well as any other expense incurred by the Association pursuant to the fulfillment of its obligations and purposes as stated herein and labeled as common expenses. Common expenses are additionally intended to mean and refer to any expenses incurred by the Association as shall be hereinafter agreed upon by the Association of unit owners as common expenses of the Association.

I. COMMON SURPLUS shall mean and refer to the balance of all revenues of the Association remaining after the deduction of the common expenses. Any such common surplus shall be used to reduce the assessment for members for the following fiscal year of the Association, based upon the proposed budget for the Association for the following fiscal year, subject, however, to the limitations as hereinafter set forth.

J. CONDOMINIUM shall mean and refer to the entire proposed development consisting of all the real property and the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for common use in connection therewith, which are intended to be submitted to the provisions of the Act by this declaration, and the supplements and amendments hereto, as hereinafter provided.

K. DECLARANT shall mean and refer to Edward H. Sparkman, his successors and assigns.

L. DECLARATION shall mean and refer to this instrument as it may from time to time be lawfully amended or supplemented.

M. LIMITED COMMON ELEMENTS shall mean and refer to the doors utilized for ingress/egress, window panes, window frames, attic spaces, screens, and screen frames of each unit which are common elements set aside and reserved for the restricted use of certain units, to the exclusion of other units.

N. MAJORITY or MAJORITY OF UNIT OWNERS shall mean and refer to the owners of Fifty-One (51%) percent of the aggregate interest in the common areas and facilities of the condominium, as established by this Declaration, as subsequently amended, which are assembled at a duly called meeting of the unit owners.

N. PERSON shall mean and refer to an individual, corporation, partnership, association, trustee, or any other legal entity.

O. REAL PROPERTY shall mean and refer to all of the real property described in Exhibit A attached hereto and made a part hereof.

P. SINGULAR, PLURAL GENDER: Whenever the context so permits the use of the plural shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Q. UNIT or CONDOMINIUM UNIT shall mean and refer to any one of the units in of the Nabor's Place Horizontal Property Regime, together with any additional areas or spaces accompanying the same as hereinafter defined, and which are intended to or will be sold as dwelling units pursuant to the Act in this Master Deed. The deed for any particular unit shall convey such unit by its unit designation and the same shall be deemed to include all that is defined as a part of that unit as stated specifically in this definition, as well as the privileges and appurtenances accompanying any such unit and subject to the covenants, conditions, restrictions, and obligations applicable to unit owners as all are more generally stated and described throughout this Master Deed.

The twelve (12) units of the buildings which shall comprise the condominium are and will be identified by the unit designations, which are as follows:

Units 1, 2, 3, 4, 5, and 6 in Building 1;

Units 7, 8, 9, 10, 11 and 12 in Building 2.

The units and their designations are shown upon the plans of the buildings attached hereto in Exhibit B, which also shows graphically all particulars of the buildings and their six (6) units per building, including, but not limited to, the layout, location, ceiling and floor elevations, dimensions of the units, and the layout and location of the common areas and facilities. Reference is made to said plans for the purposes of identifying and locating each unit within the building, as well as identifying its dimensions, approximate areas, and number of rooms. No unit bears the same designation as any other. Any conflict between said plans in this definition shall be resolved by reference to the said plans, which shall control.

All units, as well as the additional areas hereinafter defined as part of each unit, are bounded both as to horizontal and vertical boundaries by the interior finished surface of the unit's perimeter walls, (inclusive of any wall coverings,

decorations, etc., applied or affixed to the finished surfaces) ceilings and floors, subject to the easement hereinafter reserved for such encroachments as are contained in the building, whether the same now exist or may be caused or created by existing construction, settlement, or movement of the building, or by permissible repairs, construction, or alteration.

All units shall be substantially the same in construction and material. Each unit is of a townhouse type, with two (2) bedrooms and a bathroom located on the second floor.

All units are substantially alike except for their exact physical location within the condominium. Each unit contains a kitchen/dining area, livingroom, two bedrooms, and two baths.

Each unit is hereby defined to also include:

1. All non-load bearing walls located entirely within the unit;
2. All materials, including, but not limited to, carpeting, paint and vinyl attached to, or on, the interior finished surfaces of the perimeter walls, floors, and ceilings of the unit;
3. All air handling and condensing units, ducts and components, and all water, power, telephone, television, and cable television, electricity, plumbing, gas, and sewer lines located within the unit provided, however, that the portion of said lines located within a common compartment for, or installation of, such lines shall be common areas and facilities as hereinabove defined.

Each unit is hereby defined to exclude all pipes, ducts, wires, conduits, and other facilities for the furnishing of utility services and other services to the units up to and including the point of entry of such pipes, ducts, wires, conduits, and other facilities through the interior finished surface material for perimeter walls, ceilings, and floors of the units. All such pipes, ducts, wires, conduits, and other such facilities are defined as a part of the unit at and from their point of entry into the unit.

The definitions hereinabove stated for unit is complete and all other aspects of a condominium not hereinabove defined as a part of the unit is defined as a part of the common areas and facilities of the condominium.

The specifics, such as style, construction, materials, and finishes of the building and its units are best described in the plans of the building which are shown in Exhibit C attached hereto and made a part hereof, which will control in case of conflict with the provisions hereof.

R. UNIT DESIGNATION shall mean and refer to the number which designates a unit within the condominium as the same is shown upon the plans of the building in Exhibit B attached hereto.

S. UNIT OWNER shall mean and refer to a person, corporation, partnership, association, trust, other legal entity, or any combination thereof, and whose name or names the title to are in interest in the title to in a unit is vested, excluding those who own or hold such title or interest under the terms of any mortgage or deed of trust or other similar instrument for the purposes of securing the payment of an indebtedness or the performance of an obligation.

### ARTICLE III

#### Plan of Development and Scope of Declaration

The name by which this condominium shall be known is NABOR'S PLACE. Constructed upon the real property described in Exhibit A are two (2) multi-unit buildings, containing the 12 units of the buildings as well as the common areas and facilities of both the buildings and the real property, all as defined hereinabove and as shown

