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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

J. Cordell Maddox Jr., Circuit Court Judge

Appellate Case No. 2024-000027
Case No. 2022-CP-40-06509

The Lofts at Printers Square
Condominium Association,
Inc.,

Respondent,

v.

M Gourmet Group, LLC,

Appellant.

RECORD ON APPEAL

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Attorneys for Appellant

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
	)	
The Lofts at Printers Square Condominium Association, Inc.,	)	Case No. 2022-CP-40-06509
	)	
Plaintiffs,	)	
	)	
v.	)	ORDER GRANTING MOTION TO
	)	WITHDRAW AS COUNSEL
M Gourmet Group, LLC,	)	
	)	
Defendant.	)	
_____	)	

THIS MATTER is before the Court on the motion of Tobias G. Ward, Jr., Esquire of the firm of Tobias G. Ward, Jr., PA, to withdraw as counsel of record for Defendant M Gourmet Group, LLC in the above-captioned matter. Sarah T. Eibling, Esquire, Paul T. Collins, Esquire and Ashia Crooms-Carpenter, Esquire, all of the firm of Nelson Mullins Riley & Scarborough, LLP, have appeared in the action and will now represent Defendant M Gourmet Group, LLC.

For the reason stated above, and for other good cause shown, the Court GRANTS the motion. Mr. Ward is hereby removed as counsel of record for Defendant M Gourmet Group, LLC in this matter. The Clerk of Court is directed to remove Mr. Ward from the case docket. Sarah T. Eibling, Esquire, Paul T. Collins, Esquire and Ashia Crooms-Carpenter, Esquire, all of the firm of Nelson Mullins Riley & Scarborough, LLP, will remain as counsel of record for Defendant M Gourmet Group, LLC in this case.

IT IS SO ORDERED.

[Judge's Electronic Signature on Following Page]

ROA_0001



Richland Common Pleas

Case Caption: Lofts At Printers Square Condominium Association Inc vs M
Gourmet Group Llc
Case Number: 2022CP4006509
Type: Order/Withdraw

IT IS SO ORDERED.

Jocelyn Newman, Chief Judge for Administrative
Purposes, Court of Common Pleas, 5th Judicial
Circuit

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ELECTRONICALLY FILED - 2024 Jan 08 10:50 AM - RICHLAND - COMMON PLEAS - CASE#2022CP4006509

ROA_0002

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	

The Lofts at Printers Square Condominium Association, Inc.,	)	C/A No. 2022-CP-40-06509
	)	

Plaintiffs,	)
	)

v.	)
	)

ORDER

M Gourmet Group, LLC,	)
	)

Defendant.	)
	)

THIS MATTER came before the undersigned by way of a motion for judgment on the pleadings or, in the alternative, for summary judgment filed by the Plaintiff, The Lofts at Printers Square Condominium Association, Inc. (“Plaintiff” or “the Association”) filed on March 13, 2023. At a hearing before the undersigned by Webex on September 7, 2023, Benjamin C. Bruner, Esquire appeared on behalf of the Plaintiff, and Tobias Gavin Ward, Jr., Esquire appeared on behalf of the Defendant M Gourmet Group, LLC (“Defendant” or “MGM”), along with representatives from the parties. Having carefully considered the record in this case, along with the arguments and submissions of the parties and their counsel, I find the Plaintiff’s motion should be granted for the reasons set forth below.

This is a dispute between a condominium association and the owner of the commercial units on the first floor of the four-story condominium building. The top three floors of the building contain residential units. The Association commenced this action on December 13, 2022, asserting a single cause of action for a declaratory judgment seeking an order declaring the following regime documents valid and enforceable against MGM:

- The Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for The Lofts at Printers Square Horizontal

Property Regime and Bylaws of The Lofts at Printers Square Condominium Association, Inc. recorded July 7, 2011 in the Office of the Richland County Register of Deeds at Book 1693, Pages 1072 to 1158 (collectively, “Master Deed”);

- The First Amendment to the Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for The Lofts at Printers Square Horizontal Property Regime and Bylaws of The Lofts at Printers Square Condominium Association, Inc. recorded April 6, 2012 in the Office of the Richland County Register of Deeds at Book 3021, Page 3021 (“First Amendment”);
- The Second Amendment to the Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for The Lofts at Printers Square Horizontal Property Regime recorded July 27, 2016 in the Office of the Richland County Register of Deeds at Book 2132, Page 3334 (“Second Amendment”); and
- The Rules and Regulations and Rules Enforcement and Fine Policy for The Lofts at Printers Square Condominium Association, Inc. dated December 29, 202 and recorded January 5, 2022 in the Office of the Richland County Register of Deeds at Book 2703, Page 3858 (“Rules and Regulations”).

In the complaint, the Association alleges the Master Deed, First Amendment, Second Amendment, and Rules and Regulations are valid and enforceable against the commercial units and against MGM.

On February 16, 2023, MGM filed an answer to the complaint in which it admitted the commercial units are subject to the Master Deed, the First Amendment, the Second Amendment, and the Rules and Regulations. Specifically, MGM admitted the allegations that “The First Amendment to Master Deed is enforceable, and thus Defendant and Commercial Units “A” and “B” are bound by it,” (Compl. ¶16, Ans. ¶ 16), and that “The Second Amendment to Master Deed is enforceable, and thus Defendant and Commercial Units “A” and “B” are bound by it.” (Compl. ¶18, Ans. ¶ 18.) In its answer, MGM only disputed that it was in violation of the regime documents.

MGM also served responses to the Association's Rule 36 requests for admissions on February 16, 2023. Among its responses, MGM admitted the authenticity of the exhibits to the complaint, which consisted of the Master Deed, Deed to MGM, First Amendment, Second Amendment, and Rules and Regulations. (Def.'s Resp. to Pl.'s Rule 36 Requests for Admission, filed March 13, 2023 as Exhibit A to Mot. for Judgment on Pleadings or, in the alternative, for Summary Judgment.) MGM also admitted that the regime documents are all valid and enforceable. Id. As in its answer, however, MGM denied that it had violated the regime documents. Id.

On March 13, 2023, the Association filed the motion at bar based upon MGM's answer and MGM's responses to the requests for admissions. (Mot. for Judgment on Pleadings or, in the alternative, for Summary Judgment.) The admissions were attached as an exhibit to the motion.

Three days later, MGM's attorney moved to be relieved as counsel of record. The Court granted that motion the following day. (Consent Order, March 17, 2023.)

On August 18, 2023, MGM moved this Court pursuant to Rule 15, SCRCP, for leave to amend its answer and pursuant to Rule 36, SCRCP for leave to serve amended Rule 36 responses. (Mot. to Amend, August 18, 2023.) In its proposed answer, MGM seeks to dispute the validity of the Second Amendment because, MGM contends, that amendment "takes away" parking spaces in the Additional Parking Area that the First Amendment assigned to the commercial suites. (Def.'s Proposed Am. Ans. ¶ 8.) Similarly, MGM's proposed amended responses to the Association's Rule 36 requests admit the validity and enforceability of the regime documents, save the Second Amendment. (Def.'s Proposed Am. Resp. to Pl.'s Rule 36 Request, ¶¶ 1-9.)

In advance of the September 7, 2023 hearing in this matter, MGM also filed a return to Plaintiff's motion in which it argued entry of judgment in favor of the Association would be

improper because (i) the Second Amendment is unenforceable insofar as it “took” parking spaces that were integral to MGM’s decision to purchase the commercial units, and (ii) the Court should grant MGM’s motion for leave to amend its answer and for leave to serve amended responses to the Association’s Rule 36 requests.

DISCUSSION

“After the pleadings are closed but within such time as not to delay the trial, any party may move for judgment on the pleadings.” Rule 12(c), SCRCP. While a judgment on the pleadings is a drastic measure, it is proper where the allegations and responses in the pleadings raise no issue of fact preventing the moving party from relief. See Sapp v. Ford Motor Co., 386 S.C. 143, 146, 687 S.E.2d 47, 49 (2009) (“A judgment on the pleadings is proper where there is no issue of fact raised by the complaint that would entitle plaintiff to judgment if resolved in plaintiff's favor.”); and Russell v. City of Columbia, 305 S.C. 86, 89, 406 S.E.2d 338, 339 (1991).

In this case, the pleadings raise no dispute regarding the validity and enforceability of the Master Deed, First Amendment and Rules and Regulations. MGM’s filed answer, its responses to the Rule 36 requests for admissions, and the proposed amended answer and responses all readily admit the Association’s allegations that the Master Deed, First Amendment and Rules and Regulations are valid and enforceable against the commercial units and MGM as their owner. While MGM disputes allegations that it violated the regime documents, that issue is not before this Court because the relief the Association seeks is limited to a declaratory judgment that the regime documents are valid and enforceable. I therefore grant the Association’s motion for judgment on the pleadings as to the enforceability of the Master Deed, the First Amendment, and the Rules and Regulations.

Regarding the Second Amendment, MGM admits in its initial answer and in its responses to the Rule 36 requests that the Second Amendment is enforceable. MGM also admits the authenticity of the exhibits to the complaint, consisting of the Master Deed, Deed to MGM, First Amendment, Second Amendment, and Rules and Regulations. As noted above, MGM contends the Second Amendment is unenforceable because it alleges that amendment “takes” parking spaces in the area that were integral to MGM’s decision to buy the commercial spaces. However, that argument overlooks several undisputed facts. First, all the parking spaces in the Additional Parking Area were used on a first come, first served basis under the Master Deed, and they remained so when the residential units were sold under a license with the developer. The First Amendment purported to make eleven (11) spaces in the additional parking area limited common elements of the commercial units, and eleven (11) spaces limited common elements of the residential units. At that time, the additional parking area was still owned by the developer and had not been conveyed to the Association. Furthermore, the Second Amendment did not remove or take away any spaces. On its face, the Second Amendment made nine (9) of the parking spaces in the Additional Parking Area available on a first come, first served basis. The commercial units still have use of the spaces as they did before. Notably, neither the Master Deed, the deed to MGM, nor any of the amendments give any unit owner an ownership interest in the parking spaces in the Additional Parking Area. Furthermore, it is undisputed that when MGM purchased the commercial units, it did so with actual knowledge that the Master Deed could be amended at a later time. MGM admits it acknowledged the Master Deed and terms therein as part of its purchase of the commercial units. Finally, MGM has raised no allegation or dispute that the Association failed to follow the protocols outlined in the Master Deed when it gave notice of and voted on the Second Amendment. Even considering MGM changing attorneys, it has had ample time to

conduct discovery and provide some evidence to avoid summary judgment, yet MGM has failed to point to any genuine issue of material fact regarding the adoption and validity of the Second Amendment. See, e.g., Rule 56(c), SCRCP, and Kitchen Planners, LLC v. Friedman, 440 S.C. 456, 463–64, 892 S.E.2d 297, 301 (2023) (“[I]t is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine.”) (internal citation and quotation omitted). After considering the pleadings, exhibits incorporated into the pleadings, the admissions on record, and even the proposed admissions, I find no genuine dispute of fact that the regime documents, including the Second Amendment, are valid and enforceable. The Association is entitled to summary judgment, as requested in its original motion. See Rule 12(c), SCRCP (“If, on a motion for judgment on the pleadings, matters outside the pleadings are presented to and not excluded by the Court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56.”), and Rule 56(c), SCRCP.

In its return and during the hearing, counsel for MGM argued that granting the Association motion for judgment on the pleading would be improper because MGM has a pending motion for leave to amend its answer to assert additional counterclaims and for leave to serve amended responses to the requests for admissions. While leave to amend should be freely granted when justice so requires and does not prejudice the other party, MGM’s motion to amend falls short and fails to create any genuine dispute of material fact. The proposed amendments are not based upon any newly discovered fact or evidence but rather on MGM’s desire to change its position to avoid the legal effect of its admissions after switching attorneys. As noted above, even if the amendments were allowed, they would not create a genuine dispute of material fact regarding the validity and enforceability of the regime documents. Furthermore, allowing the amendments now

would unduly prejudice the Association because the amendments introduce new claims and defenses (based on facts MGM knew all along) which would require the Association to introduce additional and different evidence to prevail in the amended action at a time when the case is subject to being called to trial. See 24 S.C. Jur. § 15.2 (citing Ball v. Canadian Am. Exp. Co., 314 S.C. 272, 275, 442 S.E.2d 620, 622 (Ct. App. 1994)). “Rule 36 serves two vital purposes, both of which are designed to reduce trial time. Admissions are sought, first to facilitate proof with respect to issues that cannot be eliminated from the case, and secondly, to narrow the issues by eliminating those that can be.” Scott v. Greenville Hous. Auth., 353 S.C. 639, 649, 579 S.E.2d 151, 156 (Ct. App. 2003) (internal quotation omitted); Id. at 652, 579 S.E.2d at 158 (“Discovery is the quintessence of preparation for trial and, when discovery rights are trampled, prejudice must be presumed.”). MGM clearly appreciated that the admissions in its original answer and requests to admit entitled the Association to the declaratory judgment it sought. It sought new counsel within days of the Association filing its motion for judgment on the pleadings. Despite having ample time to conduct discovery, MGM has pointed to no evidence from which a fact-finder could reasonably find a triable issue exists as to the enforceability of the regime documents.

Finally, our courts have recognized that in rare cases, denying leave to amend a pleading is proper where allowing the amendment would be futile. See, e.g., Santos v. Harris Inv. Holdings, LLC, 439 S.C. 214, 221, 886 S.E.2d 483, 486–87 (Ct. App. 2023), *reh'g denied* (May 15, 2023). That is the case here. The proposed amendments admit the validity and enforceability of the Master Deed, First Amendment, and Rules and Regulations. As noted in MGM’s return filed on August 30, 2023, the proposed amendments are “not substantially different than the original pleadings.” As noted above, while MGM seeks leave to amend to challenge the enforceability of the Second Amendment on the grounds that MGM never consented to it, clearly the Master Deed

allows for amendments without MGM's consent. (See Master Deed at 37, Article 12 (allowing for amendments to the master deed "upon the vote of the Owners holding a Majority of the Total Percentage Interests," and for amendments to the bylaws upon a vote of "Owners holding as least sixty-seven percent (67%) of the Total Percentage Interests."). Stated otherwise, if MGM is correct that her consent was required for the Second Amendment, then logic would dictate the consent of the residential unit owners would have been required for the First Amendment to be valid. That is not the law. For these reasons, the Court finds MGM's motion to amend should be denied and, in addition, that even if the motion were granted the Association would be entitled to judgment as a matter of law that the regime documents are valid and enforceable.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff's motion shall be and hereby is **GRANTED**.

IT IS FURTHER ORDERED that the regime documents for The Lofts at Printers Square Horizontal Property Regime are hereby declared valid, proper, and enforceable, such regime documents consisting of (i) the Master Deed and Bylaws filed July 7, 2011, in the Office of the Richland County Register of Deeds at Book 1693, Page 1072; (ii) the First Amendment to the Master Deed filed on April 6, 2012, in the Office of the Richland County Register of Deeds at Book 1755, Page 3021; (iii) the Second Amendment to the Master Deed filed on July 27, 2016, in the Office of the Richland County Register of Deeds at Book 2132, Page 3334; and (iv) the Rules and Regulations dated December 29, 2021.

AND IT IS SO ORDERED.

[Judge's Electronic Signature on Following Page]



Richland Common Pleas

Case Caption: Lofts At Printers Square Condominium Association Inc vs M
Gourmet Group Llc
Case Number: 2022CP4006509
Type: Order/Other

So Ordered

s/ J. Cordell Maddox Jr.

Electronically signed on 2023-12-04 15:10:35 page 9 of 9

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2022 CP-4006509

Lofts at Printers Square Condominium Association Inc.
PLAINTIFF(S)

M Gourmet Group LLC
DEFENDANT(S)

Submitted by:	Attorney for : ☐ Plaintiff ☐ Defendant
	or
	☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

Plaintiff's Motion for Judgment on the Pleadings was taken Under Advisement by Judge Maddox on 9/7/23.

This order ☐ ends ☒ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge
SCRPC Form 4C (02/2017)

2131

Judge Code

Date
Page 1 of 4

ROA_0012

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For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

_____	_____
_____	_____
_____	_____
ATTORNEY(S) FOR THE PLAINTIFF(S)	ATTORNEY(S) FOR THE DEFENDANT(S)

	CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Richland Common Pleas

Case Caption: Lofts At Printers Square Condominium Association Inc vs M
Gourmet Group Llc
Case Number: 2022CP4006509
Type: Order/Form 4

So Ordered

s/ J. Cordell Maddox Jr.

Electronically signed on 2023-09-13 15:22:09 page 3 of 3

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

Case No. 2022-CP-40-06509

The Lofts at Printers Square Condominium
Association, Inc.

Plaintiff,

vs.

M. Gourmet Group, LLC

Defendant.

**CONSENT ORDER
TO BE RELIEVED AS COUNSEL**

This matter came before the Court, with the consent of all other parties, of Mary M. Caskey of the law firm of Haynsworth Sinkler Boyd, PA, to be relieved as counsel for M. Gourmet Group, LLC (“M. Gourmet”). For good cause having been shown,

IT IS ORDERED that:

1. Mary M. Caskey is hereby relieved as counsel for M. Gourmet Group, LLC.
2. M. Gourmet may obtain new counsel within thirty (30) days of service of this order. The new counsel will send to the Richland County Clerk of Court and opposing counsel, new counsel’s contact information immediately.
3. All parties are to keep the Clerk of Court informed of any changes in contact information while this action is pending.
4. A copy of this order and all future pleadings and notices shall be served upon M. Gourmet by sending a copy pursuant to SCRCF (first class mail) to the following: M. Gourmet Group, LLC, 209 Wood Moor Place, Columbia, SC 29212.

Presiding Judge

By: s/Benjamin C. Bruner

Benjamin C. Bruner, SC Bar #77544
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By: s/Mary M. Caskey

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Richland Common Pleas

Case Caption: Lofts At Printers Square Condominium Association Inc vs M
Gourmet Group Llc
Case Number: 2022CP4006509
Type: Order/Relieve Counsel

So Ordered

s/ R.E. Hood #2164

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
The Lofts at Printers Square Condominium	)	
Association, Inc.,	)	
	)	
Plaintiffs,	)	SUMMONS
	)	
v.	)	
	)	
M Gourmet Group, LLC,	)	
	)	
Defendant.	)	

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to said Complaint upon the undersigned subscriber at Post Office Box 61110, Columbia, South Carolina 29260, within thirty (30) days after service upon you, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

BRUNER POWELL WALL & MULLINS, LLC

/s/ Benjamin C. Bruner

Benjamin C. Bruner, S.C. Bar No.: 77544

Post Office Box 61110 (29260)

1735 St. Julian Place, Suite 200 (29204)

Columbia, South Carolina

(803) 252-7693

bbruner@brunerpowell.com

Attorney for the Plaintiff

December 13, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
The Lofts at Printers Square Condominium Association, Inc,	)	
	)	
	)	
Plaintiffs,	)	COMPLAINT
	)	(Declaratory Judgment)
v.	)	
	)	
M Gourmet Group, LLC,	)	
	)	
Defendant.	)	

The Plaintiff, complaining of the above-named Defendant, would respectfully show unto the Court:

PARTIES AND JURISDICTION

1. The Lofts at Printers Square Condominium Association, Inc. (“Plaintiff” or “Regime”) is a South Carolina nonprofit corporation with its principal place of business in Richland County.

2. M Gourmet Group, LLC (“Defendant”) is a South Carolina limited liability company with its principal place of business in Richland County.

3. Plaintiff brings this matter pursuant to the South Carolina Declaratory Judgment Act, S.C. Code Ann. § 15-53-10, *et seq.* and involves an actual, justiciable controversy between the parties as described herein.

4. Jurisdiction and venue in this court are proper.

FOR A FIRST CAUSE OF ACTION **(Declaratory Judgment)**

5. Plaintiff incorporates the foregoing allegations herein to the extent required by, but not inconsistent with, the following allegations.

6. On or about July 7, 2011, a Master Deed and accompanying bylaws for The Lofts at Printers Square Horizontal Property Regime was executed and recorded in the Office of the Richland County Register of Deeds at Book 1693, Page 1072 ("Master Deed"). A true and accurate copy is attached as **Exhibit A** and incorporated herein by reference.

7. Under the terms of the Master Deed, there are certain restrictions on the use and purpose of the residential and commercial units for members of the Regime.

8. After the Master Deed was recorded, Defendant purchased Commercial Unit "A" and Commercial Unit "B" in The Lofts.

9. The deed conveying Commercial Unit "A" and Commercial Unit "B" to Defendants was recorded in the Office of the Richland County Register of Deeds at Book 1755, Page 3031 on or about April 6, 2012. A true and accurate copy of the deed is attached as **Exhibit B** and incorporated herein by reference.

10. Commercial Unit "A" and Commercial Unit "B" are subject to the terms of the Master Deed.

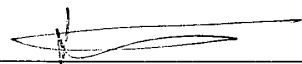
11. As an owner of Commercial Unit A and Commercial Unit B, Defendant is a member of The Lofts and is subject to and governed by the terms of the Master Deed.

12. The deed to Defendant contains the following:

THE GRANTEE, BY THE ACCEPTANCE OF THIS INDENTURE DEED, ACKNOWLEDGES THAT THIS CONVEYANCE IS SUBJECT TO THE PROVISIONS OF THE AFORESAID MASTER DEED AND BY-LAWS OF THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME DESCRIBED ABOVE, INCLUDING THE PROVISIONS OF ALL EXHIBITS. THE GRANTEE ACKNOWLEDGES AND AGREES THAT THIS DEED, THE MASTER DEED AND BY-LAWS OF THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME AND EXHIBITS, CONTAIN ALL OF THE REPRESENTATIONS AND INDUCEMENTS CONCERNING THE PURCHASE BY GRANTEE OF THE DWELLING DESCRIBED ABOVE.

GRANTEE ACCEPTS THE UNIT "AS-IS WHERE-IS" AND SELLER DISCLAIMS ALL WARRANTIES AND MAKES NO WARRANTIES EXPRESSED OR IMPLIED OTHER THAN THE EXPRESS WARRANTY OF TITLE CONTAINED HEREIN.

M Gourmet Group, LLC

By: 

Its: Manager

13. The signature in the excerpt from the deed shown immediately above is the signature of Michelle Wang.

14. Mrs. Wang is the sole member and manager of the Defendant entity.

15. A valid and enforceable First Amendment to the Master Deed was executed and recorded at Book 1693, Page 1072, of the Office of the Richland County Register of Deeds on or about April 6, 2012. A true and accurate copy is attached as **Exhibit C** and incorporated herein by reference.

16. The First Amendment to Master Deed is enforceable, and thus Defendant and Commercial Units "A" and "B" are bound by it.

17. A valid and enforceable Second Amendment to the Master Deed was executed and recorded in the Office of the Richland County Register of Deeds at Book 1755, Page 3021 on or

about May 19, 2016. A true and accurate copy is attached as **Exhibit D** and incorporated herein by reference.

18. The Second Amendment to the Master Deed is enforceable, and thus Defendant and Commercial Units “A” and “B” are bound by it.

19. Plaintiff is also subject to and governed by the provisions of the South Carolina Horizontal Property Act, S.C. Code Ann. § 27-31-10, *et seq.* (“the Act”).

20. Pursuant to the Act and the Master Deed, Plaintiff enacted Rules and Regulations governing the use of the Regime, including the Units, Limited Common Elements, and Common Elements.

21. Pursuant to the Act, Plaintiff filed The Rules and Regulations dated December 29, 2021. A true and accurate copy is attached as **Exhibit E**.

22. The Rules and Regulations are enforceable, and thus Defendant is bound by them.

23. Pursuant to S.C. Code Ann. § 27-31-170, each owner must strictly comply with the Master Deed and its accompanying Bylaws, Rules and Regulations.

24. Defendant has failed to comply with the terms and conditions of the Master Deed, its accompanying Bylaws, Rules and Regulations regarding Commercial Units A and B.

25. Plaintiff provided written notice to Defendant of the violations.

26. Defendant disputes the violations and has contended the Master Deed, amendments to it, the Bylaws, and the Rules and Regulations are invalid and/or unenforceable.

27. Plaintiff would therefore show there is an actual and existing, justiciable controversy and dispute between the parties as to the validity and enforceability of the Master Deed, amendments to it, the Bylaws, and the Rules and Regulations.

28. Plaintiff would further show it is entitled to a final order finding the Master Deed, amendments to it, the Bylaws, and the Rules and Regulations are enforceable, and specifically that Defendant and Commercial Units “A” and “B” are bound by them.

WHEREFORE, Plaintiff prays this Court enter judgment in Plaintiff’s favor and enter an order declaring the Master Deed, Amendments to it, Bylaws, and Rules and Regulations are valid and enforceable, as well as an award of attorney’s fees and costs as provided by law.

BRUNER POWELL WALL & MULLINS, LLC

/s/ Benjamin C. Bruner

Benjamin C. Bruner, S.C. Bar No.: 77544

Post Office Box 61110 (29260)

1735 St. Julian Place, Suite 200 (29204)

Columbia, South Carolina

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Attorney for the Plaintiff

December 13, 2022
Columbia, South Carolina

Book 1693-1072

2011043496 7/7/2011 10:17:35:547 Master Deed

Fee: \$93.00 County Tax: \$0.00 State Tax: \$0.00

2011043496 Richard W. Rodden Richland County R.O.D.

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT &15-48-10, et seq., CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

STATE OF SOUTH CAROLINA) MASTER DEED AND DECLARATION OF
) COVENANTS, CONDITIONS, RESTRICTIONS,
) EASEMENTS, CHARGES, AND LIENS FOR
) THE LOFTS AT PRINTERS SQUARE
) HORIZONTAL PROPERTY REGIME
COUNTY OF RICHLAND)

THIS MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME is made as of this 1st day of June, 2011 by THE LOFTS AT PRINTERS SQUARE, LLC, a South Carolina limited liability company ("Declarant").

RECITALS:

1. The purpose of this Master Deed is to establish, pursuant to the provisions of the South Carolina Horizontal Property Act, Section 27-31-10, *et seq.*, South Carolina Code of Laws, as amended (the "Act"), a horizontal property regime to be known as THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME (the "Regime").

2. The Land and Improvements to be submitted to the provisions of the Act and the terms of this Master Deed are described in their totality in Article II as the "Condominium Property."

3. Declarant, by recording this Master Deed hereby publishes and declares that certain Land, as hereafter defined, lying and being in the City of Columbia, Richland County, South Carolina and more particularly described in Exhibit A, together with (a) all Improvements, as hereafter defined, which are constructed or which may be constructed thereon in the future, and (b) all rights and privileges belonging or in any way appertaining thereto, are all subject to the provisions of the Act, and shall be owned, used, occupied held, conveyed, encumbered, leased and improved as a single-phase mixed-use development. Declarant hereby desires to impose upon the Land and Improvements mutually beneficial covenants, conditions, and restrictions under a general plan of improvement for the benefit of all Units and the Owners thereof, as hereafter defined, and to thereafter sell and convey Units subject to the covenants, conditions and restrictions set forth in this Master Deed.

NOW, THEREFORE, DECLARANT HEREBY PUBLISHES AND DECLARES that the Land, as hereinafter defined, together with all Improvements thereon, and all rights and privileges belonging or in any way appertaining thereto, is submitted to the terms and provisions of the Act and that hereafter it shall be held, conveyed, hypothecated, encumbered, leased,



rented, used, occupied and improved subject to the Act and the covenants, conditions, restrictions, uses, limitations and obligations contained in this Master Deed, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Condominium Property as more fully described in this Master Deed, and the division thereof into Condominium Units, all of which shall run with the land and be a burden and a benefit to Declarant, its successors, assigns and successors in title and to all other persons acquiring or owning an interest in the Land, the Condominium Property, the Units and all Improvements, and their respective grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I.

DEFINITIONS

Certain terms when used in this Master Deed and its Exhibits shall have the following meanings and definitions, unless the context clearly requires or indicates otherwise:

Section 1.1. "Act" means the South Carolina Horizontal Property Act, Section 27-31-10, *et seq.*, South Carolina Code of Laws 1976, as amended. All references to the "Act" shall be construed to include any amendments to the Act adopted and enacted, from time to time.

Section 1.2. "Additional Parking Area" shall have the meaning assigned in Section 2.1 and is described in Exhibit "F". The Additional Parking Area is not a Common Element.

Section 1.3. "Appraisal" means a determination of the fair market value of the Land, Improvements, Condominium Property or any portion thereof by a real estate appraiser of recognized standing selected by the Board who is a member of or is licensed or sanctioned by the American Institute of Real Estate Appraisers or other similar professional society of real estate appraisers, who has an MAI designation, is licensed in the State of South Carolina and who is familiar with the condominium market in Richland County, South Carolina..

Section 1.4. "Architectural Control Authority" means the Declarant or, after the Turnover Date, the Board or any committee to which either the Declarant or the Board designates its authority under Article VIII.

Section 1.5. "Articles" mean the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit B.

Section 1.6. "Assessment" means that portion of the Common Expenses which is to be paid by each Owner in proportion to his Percentage Interest in the Common Elements, as shown on the chart attached as Exhibit C. The term "Assessment" shall include Annual Assessments, Special Assessments, Specific Assessments, Reserve Fund Assessments, and Special Individual Assessments, all as more particularly described in Article IV.

Section 1.7. "Association" means The Lofts at Printers Square Condominium Association, Inc., a South Carolina nonprofit corporation, its agents, successors and assigns, which shall serve all the functions of the "Council of Co-Owners" as defined in the Act.

Section 1.8. "Association Manager" means any person or entity which may be contracted by the Board, from time to time, to conduct, administer, or perform some or all of the duties of the Association.

Section 1.9. "Board" means the Board of Directors of the Association.

Section 1.10. "Building" means the building on the Land, which shall contain two (2) Commercial Units and eleven (11) Residential Units and approximately 51,425 square feet, more or less, as more particularly shown and described on the Plans attached hereto as Exhibit D and incorporated by reference.

Section 1.11. "By-Laws" mean the provisions and procedures for government of the Association, as set forth in the By-Laws of The Lofts at Printers Square Condominium Association, Inc. attached to this Master Deed as Exhibit B, as amended from time to time.

Section 1.12. "Commercial Unit" shall mean either of Commercial Suite A or Commercial Suite B, which shall be used for commercial purposes as defined in Section 5.3.

Section 1.13. "Common Area" means any and all property designated as common area, common open space, greenway, or other landscaped areas as more particularly shown on the Plat, and which shall be considered part of the General Common Elements.

Section 1.14. "Common Elements" mean all those portions of the Condominium Property which are not included within the Units, and shall include, without limitation, all parts of the Building or any facilities, improvements, and fixtures located within a Unit which are or may be necessary or convenient to the support, existence, use, occupation, operation, maintenance, repair, or safety of the Building or any part thereof or any other Unit therein. Without limiting the generality of the foregoing, the following shall constitute Common Elements (such items are listed as examples of Common Elements only and do not necessarily imply the existence of each item within the Condominium Property):

1.14.1. all of the land, appurtenances, and beneficial easements which are part of the Real Estate;

1.14.2. all foundations, columns, girders, beams, and supports of any Building;

1.14.3. all deck areas, balconies, patios, fireplaces, doors and windows (subject to reservation for individual Owner use as Limited Common Elements, as hereafter defined and provided);

1.14.4. the exterior walls of any Building, the main or bearing walls within any Building, the main or bearing sub-flooring, and the roof of any Building;

1.14.5. the unfinished surfaces of the floors, ceilings, and Perimeter Walls of the Units, but excluding non-weight bearing walls and building structures within the Units;

1.14.6. all entrances, exits, vestibules, halls, corridors, lobbies, lounges, swimming pool and related facilities, stairways and fire escapes, if any, not within any Unit;

1.14.7. all driveways and parking areas on the Land (subject to such reservations as may be established by the Declarant in the first instance and not-inconsistent reservations as may be established by the Association thereafter);

1.14.8. all other parts of the Property necessary in common use or convenient to its existence, maintenance, and safety;

1.14.9. all roof decks;

1.14.10. all landscaping;

1.14.11. equipment, piping, conduits, and installations used in connection with the provision of sewer, water, electrical, and any other common utilities serving the Property; fixtures and decorating in common areas; and any and all sprinkler, fire, alarm, and security system components now or hereafter existing; and

1.14.12. those areas and things within the definition of "Common Elements" as set forth in the Act.

Section 1.15. "Common Expenses" mean the actual and estimated expenses of operating and managing the Condominium Property, including reasonable reserves, as determined by the Board, and for maintaining repairing and replacing the Additional Parking Area as required by the Parking License Agreement, attached hereto as Exhibit G.

Section 1.16. "Common Surplus" means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues from the Common Elements, over the amount of Common Expenses.

Section 1.17. "Condemnation Award" shall have the meaning assigned in Section 16.3.

Section 1.18. "Condominium" means that form of ownership established by the provisions of the Act under which Units intended for independent use are owned by one or more Owner or Owners in fee simple and the parts of the Condominium Property, other than such independently owned Units, are owned by all such Owners in undivided interests, which undivided interests are appurtenances to the respective independently owned Units in accordance with the Percentage Interest of each Owner.

Section 1.19. "Condominium Property" means the Land, Building, and Improvements, and all easements, licenses, rights and appurtenances belonging or relating thereto, whether existing or proposed, which comprise the Regime or are intended for use in connection with the Regime which is established by this Master Deed.

Section 1.20. "Declarant" means The Lofts at Printers Square, LLC, a South Carolina limited liability company, its successors and assigns.

Section 1.21. "Director" means each of the members of the Board of the Association.

Section 1.22. "Elevations" mean the portion of the Plans which consist of the drawings showing the exterior characteristics and dimensions of the Building or other improvements on the Condominium Property, or showing the vertical location of Units or Common Elements in such improvements, which drawings are attached as Exhibit D and by this reference made a part hereof, and any amendment or supplement thereto set forth in a recorded amendment or Supplemental Master Deed that has been approved in writing by Declarant.

Section 1.23. "Floor Plans" mean the portion of the Plans for the Building that show the general location of Common Elements and Units, which plans are attached as Exhibit D and by this reference made a part hereof, and any amendment or supplement thereto set forth in a recorded amendment or Supplemental Master Deed that has been approved in writing by Declarant.

Section 1.24. "General Common Elements" mean all Common Elements, except for those specifically designated as being or constituting Limited Common Elements for use only by one or more Units or Shared Limited Common Elements.

Section 1.25. "Horizontal Property Regime" or "Regime" means THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME.

Section 1.26. "Improvements" mean any or all of the Building, Units, structures, or other physical improvements constructed or to be constructed on the Land, and which shall form a part of the Regime.

Section 1.27. "Land" means that certain tract of real property shown on the Plat, and more particularly described by metes and bounds in Exhibit A.

Section 1.28. "Leasing" shall have the meaning assigned in Section 6.1.

Section 1.29. "LEED Certification" shall have the meaning assigned in Section 5.20.

Section 1.30. "Limited Common Element" means any portion of the Common Elements reserved for the exclusive use of a certain Unit or Units, to the exclusion of the other remaining Units.

Section 1.31. "Majority" or "Majority of Owners" means more than Fifty (50%) per cent of the Total Percentage Interests in the Common Elements, as set forth in this Master Deed.

Section 1.32. "Master Deed" means this Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME, as amended and supplemented, from time to time.

Section 1.33. "Mortgage" means any mortgage, deed of trust or other security instrument used for the purpose of subjecting real property to a lien or encumbrance as security for indebtedness.

Section 1.34. "Mortgagee" means the holder of any Mortgage.

Section 1.35. "Occupant" means the Owner or lessee of any Unit or the Owner's or lessee's family, invitees, guests, employees, contractors, customers, or any other person occupying the Unit.

Section 1.36. "Owner" means any Person or Persons owning any type of Unit in fee simple. The term "Owner" shall have the same meaning as the term "Co-Owner" as defined in the Act. Owner shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or persons purchasing a Unit under contract (until such contract is fully performed and legal title has been conveyed of record).

Section 1.37. "Percentage Interest" means each Owner's undivided percentage interest in the Common Elements as shown on Exhibit C and which constitutes an appurtenance to each Owner's respective Unit.

Section 1.38. "Perimeter Walls" means those walls which comprise the outer perimeter of each Unit and excludes interior walls within the Unit.

Section 1.39. "Person" means an individual, firm, corporation, partnership, association, trust, limited liability company or other legal entity, or any combination thereof.

Section 1.40. "Plans" mean the Floor Plans, cross-sections, and Elevations depicting the design, layout and dimensions of the Units, which have been certified by Overstreet Lofts & Bungalows, A.I.A., Architect, an architect duly authorized and licensed to practice in the State of South Carolina and which are compiled and attached to this Master Deed as Exhibit D.

Section 1.41. "Plat" means the physical survey of the Land entitled "Boundary Survey Prepared For Lofts at Printers Square, LLC City of Columbia, Richland County, South Carolina", dated August 15, 2007, and prepared by Henry A. Shumpert, SCPLS No. 19886. The Plat is recorded in Plat Book 1690, Page 2219, Register of Deeds Office a copy of which is attached to this Master Deed as Exhibit E.

Section 1.42. "Quorum" means the presence in person or by proxy of the Owners of more than Thirty (30%) Per Cent of the Units.

Section 1.43. "Recreational Amenities" mean any recreational amenities to be constructed which shall serve as General Common Elements for all Owners, including, but not limited to, the fitness center, as more particularly shown on the Plans and the Plat.

Section 1.44. "Regime Documents" shall mean this Master Deed, By-Laws, and Rules and Regulations as amended from time to time.

Section 1.45. "Residential Parking Area" means those parking spaces and areas depicted on the Plat as "Residential Parking Area".

Section 1.46. "Residential Unit" shall mean any of Units 201, 202, 203, 204, 301, 302, 303, 304, 401, 402, or 403, which shall be used for residential purposes as defined in Section 5.2.

Section 1.47. "Rules and Regulations" means the rules and regulations issued by the Board, from time to time, concerning the standards for use, administration and operation of the Condominium Property pursuant to the terms of this Master Deed.

Section 1.48. "Shared Limited Common Elements" shall have the meaning assigned in Section 2.7.

Section 1.49. "Specific Assessment" shall have the meaning assigned in Section 4.2.

Section 1.50. "Storage Areas" means those storages areas located on the first floor of the Building and depicted on the Plans as STOR. 110, STOR. 111, STOR. 112, STOR. 113, STOR. 114, STOR. 116, STOR. 117, STOR. 118, STOR. 119, STOR. 122, STOR. 123.

Section 1.51. "Total Percentage Interest" means the total of the Percentage Interest in the Common Elements (less the Limited Common Elements) which the Owner of each Unit owns as a result of his ownership of that fee simple property interest. The Percentage Interest of the Owner of each Unit and the Total Percentage Interest of all Owners is set forth in the attached Exhibit C which is incorporated by this reference."

Section 1.52. "Turnover Date" shall have the meaning assigned in Section 3.5.

Section 1.53. "Unit" means an "Apartment" as that term is defined in the Act as modified herein, which constitutes part of the Condominium Property intended for any type of independent use, including one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in the Building with a direct exit to a public street or highway or to a Common Area leading to a public street or highway, as further described and depicted in the attached Plans, attached as Exhibit D and includes both Commercial Units and Residential Units.

Section 1.54. "Value" shall have the meaning assigned in Exhibit C.

ARTICLE II.

THE CONDOMINIUM PROPERTY

Section 2.1. Land. The Land which is hereby made subject to this Master Deed is owned by Declarant in fee simple subject to all liens, encumbrances, rights-of-way, licenses, easements, covenants and restrictions of record. Declarant has granted certain parking rights pursuant to a Parking License Agreement for the property described on Exhibit F (the "Additional Parking Area"). The Association has a non-exclusive license for the Owners and their guests and customers to park in the Additional Parking Area subject to the terms of the Parking License Agreement, copy of which is attached as Exhibit G and any Rules and Regulations established by the Association governing use of the Additional Parking Area.

Section 2.2. Building. The Building is more particularly described in the Plans. The Plans contain a certification by a South Carolina Licensed Architect that the Plans contain all information required by Section 27-31-110, South Carolina Code of Laws 1976, as amended, and have been recorded under the name of the Horizontal Property Regime in the Register of Deeds Office.

Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the provisions of the Act, this Master Deed, the By-Laws, and all Rules and Regulations adopted by the Association pursuant to the By-Laws. The Units, and their locations in relationship to other Units, Common Elements, and Limited Common Elements, are depicted on the Plans.

Section 2.3. Unit Descriptions. There will be two (2) Commercial Units and eleven (11) Residential Units in the Building. Common Areas located within the perimeter of any Unit are not a part of the Unit. Each Unit consists of a dwelling or a commercial space, as applicable, and its appurtenant percentage of undivided interest in the Common Elements as shown on Exhibit C attached to this Master Deed and incorporated herein by this reference.

2.3.1. Each Unit is generally described as follows:

2.3.1.1. Commercial Suite A is a Commercial Unit and contains approximately 2,946 square feet of heated area. The Declarant reserves the right to modify and reduce the size of this Unit so as to create a Limited Common Element closet on the wall adjoining the meter center to house the elevator equipment, if it moves the elevator equipment from the third floor to the first floor, by filling an amendment to the Master Deed in the ROD Office for Richland County. This Closet will not exceed 200 square feet without the approval of the owner of the Commercial Suite A, which approval shall not be unreasonably withheld. This reduction in size will not change the Percentage Interest of the owner of Commercial Suite A.

2.3.1.2. Commercial Suite B is a Commercial Unit and contains approximately 2,851 square feet of heated area.

2.3.1.3. Unit 201 is a Residential Unit and contains a great room, a kitchen, a laundry room, three bedrooms, and four baths, containing approximately 2,021 square feet of heated area, and a Limited Common Element terrace containing approximately 188 square feet of unheated area, for a total of 2,209 square feet.

2.3.1.4. Unit 202 is a Residential Unit and contains a great room, a kitchen, a laundry room, three bedrooms, and four baths, containing approximately 2,016 square feet of heated area, and a Limited Common Element terrace containing approximately 180 square feet of unheated area, for a total of 2,196 square feet.

2.3.1.5. Unit 203 is a Residential Unit and contains a great room, a kitchen, a laundry room, four bedrooms, three baths, and a foyer containing

approximately 2,959 square feet of heated area, and two Limited Common Element terraces combined containing approximately 507 square feet of unheated area, for a total of 3,466 square feet.

2.3.1.6. Unit 204 is a Residential Unit and contains a great room, a kitchen, a laundry room, four bedrooms, and three baths containing approximately 2,905 square feet of heated area, and two Limited Common Element terraces combined containing approximately 567 square feet of unheated area, for a total of 3,472 square feet.

2.3.1.7. Unit 301 is a Residential Unit and contains a great room, a kitchen, a laundry room, three bedrooms, and four baths containing approximately 2,021 square feet of heated area, and a Limited Common Element terrace containing approximately 188 square feet of unheated area, for a total of 2,209 square feet.

2.3.1.8. Unit 302 is a Residential Unit and contains a great room, a kitchen, a laundry room, three bedrooms, and four baths containing approximately 2,016 square feet of heated area, and a Limited Common Element terrace containing approximately 180 square feet of unheated area, for a total of 2,196 square feet.

2.3.1.9. Unit 303 is a Residential Unit and contains a great room, a kitchen, a laundry room, four bedrooms, three baths, and a foyer containing approximately 2,959 square feet of heated area, and two Limited Common Element terraces combined containing approximately 507 square feet of unheated area, for a total of 3,466 square feet.

2.3.1.10. Unit 304 is a Residential Unit and contains a great room, a kitchen, a laundry room, four bedrooms, and three baths containing approximately 2,905 square feet of heated area, and two Limited Common Element terraces combined containing approximately 567 square feet of unheated area, for a total of 3,472 square feet.

2.3.1.11. Unit 401 is a Residential Unit and contains a living room, a dining room, a billiard room, a kitchen, a pantry, a study, a dressing room, a laundry room, three bedrooms, and three baths containing approximately 3,331 square feet of heated area, and a Limited Common Element terrace containing approximately 1,672 square feet of unheated area, for a total of 5,003 square feet.

2.3.1.12. Unit 402 is a Residential Unit and contains a great room, a kitchen, a laundry room, a foyer, two bedrooms, and three baths containing approximately 1,690 square feet of heated area, and a Limited Common Element terrace containing approximately 278 square feet of unheated area, for a total of 1,968 square feet.

2.3.1.13. Unit 403 is a Residential Unit and contains a great room, a kitchen, a laundry room, an office, a gallery, three bedrooms, and three baths containing approximately 3,058 square feet of heated area, and a Limited Common Element terrace containing approximately 1,577 square feet of unheated area, for a total of 4,635 square feet.

Section 2.4. Unit Dimensions and Attributes. The number, location, dimension area and design of each Unit shall be as set forth in the attached Plat and Plans. Each Unit is depicted on the Building Plans and, in addition to the Unit's Percentage Interest in the Common Elements, consists of enclosed rooms in a Building and bounded by the unfinished Perimeter Walls, ceilings, floors, doors, and windows thereof. For the purpose of further defining a Unit, the following definitions shall apply:

2.4.1. "Unfinished Wall" means the studs, supports, metal, or other structural materials to which the exterior face of Perimeter Wall material, such as drywall, is attached.

2.4.2. "Unfinished Ceiling" means the beams, joists, and concrete or other structural materials that constitute the ceiling of a Unit.

2.4.3. "Unfinished Floor" means the beams, floor joists, and concrete or other floor materials that constitute the floor of a Unit.

2.4.4. A Unit includes (i) any non-load bearing walls within Unfinished Walls, Unfinished Ceilings, and Unfinished Floors; (ii) the drywall, plaster, insulation, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, or floor covering attached to Perimeter Walls, ceilings, or floors; (iii) windows, window frames and screens; awnings; and doors, door hardware and door frames that only serve the Unit; (iv) any fireplace or stove hearth, facing brick, tile, stone or firebox; (v) fixed appliances, equipment, wiring, fans fixtures and hardware and all improvements contained within the Perimeter Walls, ceilings, and floors that only serve the Unit; (vi) spas, fountains, Jacuzzis, or hot tubs within the Unit or Limited Common Elements serving only the Unit; and (vii) any heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, ducts, chases, channels, compressors, air handling systems, controls, fans, humidifiers, registers, diffusers and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, or other utility services solely to the Unit, wherever located (such items are listed as examples of items that are included in a Unit only and do not necessarily imply the existence of each item within any particular Unit). A Unit does not include any of the structural components of the Unit or the utility or service lines, fireplace flues or utility chases located within the Perimeter Walls of a Unit that serve more than one Unit.

2.4.5. An Owner has the right to affix to the interior surface of the Perimeter Walls, ceilings, and floors of such Owner's Unit usual electrical

wiring or fixtures, wall ornaments, and similar accessories if such action complies with applicable codes and does not damage any structural element, Common Elements, another Unit, or any equipment or system serving another Unit or Common Elements.

2.4.6. The terraces abutting any Unit are Limited Common Elements appurtenant to that Unit to which they attach and their use is restricted to that Unit to which they are appurtenant. Maintenance, other than structural, and upkeep of each terrace and any other areas shown as Limited Common Elements for a particular Unit on the Floor Plans shall be the primary responsibility of the Owner of the Unit to which that terrace or area is appurtenant and the secondary responsibility of the Association. In the event that the Association is required to expend any funds to satisfy its secondary maintenance responsibilities, the Association shall be entitled to levy a Special Individual Assessment against the Owner of the Unit.

2.4.7. All doors and windows which are within the Perimeter Walls of a Unit (i.e., not a part of the Perimeter Walls) shall be deemed a part of the Unit. All doors and windows, including glass doors, that are located in the Perimeter Walls of a Unit (i.e., a part of the Perimeter Walls) shall not be deemed a part of the Unit and shall constitute a Limited Common Element for that Unit.

2.4.8. All pipes, wires or other conduits running to and from all electrical, heating, air conditioning or ventilation systems, television, telephone, water and sewer installations within a particular Unit which branch off from or run from a common pipe or wire serving more than one Unit shall be part of a Unit from the point at which it branches off from the common pipe or wire regardless of whether or not said pipe or wire is within the perimeter of a Unit. The upkeep and maintenance of said pipes and wires shall be the responsibility of the Owner of the Unit. All other pipes and wires (other than pipes and wires serving the HVAC condenser system pursuant to Section 2.4.9) are part of the Common Elements, and the upkeep and maintenance of the same shall be the responsibility of the Association.

2.4.9. The mechanical area or mechanical closet within each Unit shall be part of the Unit, and the associated HVAC condenser system on the roof of the Building which is assigned to the Unit shall be a Limited Common Element, as more particularly set forth in Section 2.6.

2.4.10. All load-bearing walls and columns located within a Unit constitute a part of the Common Elements up to the unpainted finished surface of the walls or columns. In the event that any columns are surrounded by non-load bearing walls, the area within the unpainted finished surface of the surrounding walls constitutes a part of the Common Elements.

2.4.11. The ownership of each Unit shall encompass, and there shall pass with each Unit as appurtenances thereto, whether or not separately described, all

of the rights, title and interest of an Owner in the Condominium Property, which shall include but not be limited to the following:

2.4.11.1.1. Membership in the Association shall be composed of all Owners. Membership in the Association shall include the right to vote on all matters which under the Master Deed, the By-Laws, and/or the Act are to be decided by the Owners. Each Owner shall be entitled to a vote equal to the Owner's Percentage Interest in the Common Elements; and

2.4.11.1.2. The Owner's undivided Percentage Interest in the Common Elements shall be the percentage allocated to each Unit as set forth in Exhibit C.

2.4.12. In the event that two or more adjacent Units are owned by the same Owner, the Owner may, at his sole expense and in accordance with Article VIII, construct one or more doorways and doors to connect the adjacent Units. At the time of the construction of the doorway and door, the Owner shall enter into an agreement with the Association, in which the Owner shall agree to remove the doorway and door and restore the Units to their original configuration in the event that one of the Units owned by the Owner is sold separately from the adjacent Unit. The agreement shall provide that such removal and restoration shall be completed in accordance with the requirements of this Master Deed, any applicable Rules and Regulations, and to the Board's reasonable satisfaction prior to the sale of either of the Units. If the Owner sells both of the Units together to the same purchaser, the new Owner must agree in writing to be bound by this provision, and shall enter into a similar agreement with the Association. The Co-owner requesting the changes shall be and remain solely liable for all damages to the building or any part of the building or to any Unit in the building resulting from the change and shall indemnify and hold harmless the Declarant, the Board, the Association and all other Co-owners from and against any and all loss resulting from the change.

Section 2.5. General Common Elements. General Common Elements shall consist of all Land and Improvements, excluding the Units described above and the Limited Common Elements and Shared Limited Common Elements, including, but not limited to, the exterior walls, floor joists, roofs of the Building, fitness area, trash/recycle rooms, exterior parking areas (other than the Residential Parking Area), driveways, pathways, fences, exterior doors, windows, foundations, columns, girders, beams, supports, main walls, fixtures, emergency rooftop generator for providing power for common areas, rooftop HVAC condensing units (for halls, lobby and common areas), corridors, circulation space, staircases, elevators that serve all the Units in the Building (but not any elevators which serve one or more Units, but less than all Units, which shall be Limited Common Elements), installation of central services such as electricity, gas, water, sewer, telephone, and television wiring, electrical wiring and conduit, closets, equipment, mechanical and utility shafts, detention pond, and all other areas and elements of the Condominium Property which are in common use by all the Owners. General Common Elements shall not include any personal property, furniture and furnishings located within the Common Elements. The Board has the authority to execute, acknowledge, deliver and

record, on behalf of the Owners, easements, rights-of-way, licenses and similar interests affecting the General Common Elements without the approval of the Owners..

Section 2.6. Limited Common Elements. Limited Common Elements are those Common Elements including, but not limited to, doorsteps, shutters, window boxes, terraces, screened porches, commercial ventilation shafts, all exterior doors and windows or other fixtures which are designed to serve less than all the Units to the exclusion of other Units and located outside a Unit, the party walls between two Units, and the Unit's assigned parking space. Limited Common Elements are limited in their use to the particular Unit to which they are assigned. The Board has the authority to execute, acknowledge, deliver and record, on behalf of the Owners of Units affected by such Limited Common Elements, easements, rights-of-way, licenses and similar interests affecting the Limited Common Elements.

Section 2.7. Shared Limited Common Elements. "Shared Limited Common Elements" are those Limited Common Elements which serve some, but less than all Units. Examples of Shared Limited Common Elements are more particularly shown on the Floor Plans, and include, but are not limited to, the following: (a) the stairwells, elevator and the elevator equipment, which only serves the Residential Units in the Building; (b) the circulation space or corridors on each floor of the Building which serve as access to only those Units which front such circulation space or corridor and the corridor on the ground floor; and the fitness center. The Grantor reserves the right to move the elevator equipment from the third floor to the first floor hallway and to construct within the Commercial Suite A, entrance ways and a closet as it determine necessary to house the equipment. Upon moving the elevator equipment, the third floor elevator mechanical area will become Shared Limited Common Element for use by the Residential Unit for storage. The closet area on the ground floor where the elevator is relocated and any entrance thereto shall be converted from a part of Commercial Suite A to Shared Limited Common Elements for use of the Residential Units as an elevator equipment room.

Section 2.8. Percentage of Undivided Ownership Interests. Each Owner of a Unit shall own an appurtenant undivided Percentage Interest in the Common Elements, as set forth in Exhibit C, which interest shall not be separately owned or conveyed. The undivided Percentage Interest in the Common Elements appertaining to each Unit, together with the statutory basic value of each Unit, is set forth in Exhibit C, which value is a fixed value which is not related to market value or the sales price of a Unit. The undivided Percentage Interest of each Owner in the Common Elements shall be an inseparable part of the Owner's Unit, and no partition of these interests is permitted or allowed. The ownership of each Unit shall not be conveyed separately from the appurtenant Percentage Interest in the Common Elements, and such Percentage Interest shall be deemed conveyed or encumbered with the Unit even though the legal description in the instrument conveying or encumbering the Unit may refer only to the fee title and may not refer to the Unit's undivided Percentage Interest in the Common Elements.

Section 2.9. Personal Property. All personal property located within the Common Elements shall be owned and titled in the name of the Association, which will be free to replace or dispose of such personal property as it sees fits without the consent or any Owner.

Section 2.10. Voting Rights. Each Owner shall have such voting rights in the Association equal to the undivided Percentage Interest in the Common Elements pertaining to the Owner's Unit.

Section 2.11. Name. The Horizontal Property Regime shall be known as THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME.

SECTION 2.12. DISCLAIMER OF ALL WARRANTIES. THE DECLARANT NEITHER MAKES NOR ADOPTS, NOR SHALL THERE ARISE FROM ANY PROVISIONS OF THIS MASTER DEED OR ANY LEED CERTIFICATION, ANY WARRANTY WHATSOEVER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THE DECLARANT EXCLUDES ALL WARRANTIES OF SOUNDNESS, QUALITY, WORKMANLIKE SERVICE, VALUE, SUITABILITY, FITNESS, OR OF HABITABILITY. EACH OWNER BY ACCEPTANCE OF THE DEED TO ITS UNIT ALSO ACKNOWLEDGES AND AGREES THAT ANY LEED CERTIFICATION OR MARKETING MATERIALS REFERENCING SUCH LEED CERTIFICATION OR THE BENEFITS OF "GREEN" BUILDING SHALL NOT GIVE RISE TO ANY ADDITIONAL WARRANTIES OR LIABILITY FOR DECLARANT OR THE ASSOCIATION, INCLUDING THOSE RELATING TO ENERGY OR WATER EFFICIENCY, INDOOR AIR QUALITY, OR SUSTAINABILITY OF CONSTRUCTION.

Section 2.13. Encroachments. Certain balconies and other exterior portions of the Building extend beyond the perimeter of the Land pursuant to an air rights encroachment permit granted by the City of Columbia. Each Owner by acceptance of the Deed to its units acknowledges and agrees that such permit may be terminated by the City, necessitating the removal of such encroachments. Any such removal or necessary renovations shall be performed by the Association as a Common Expense, without compensation to the Owner by the Declarant, the Association, or otherwise.

Section 2.14. Residential Parking Areas. The Residential Parking Areas are Limited Common Elements of the Residential Units. Subject to the terms of this Section, the Board shall assign use rights for One (1) parking space in the Residential Parking Area to the Owner of each Residential Unit to be selected in the Board's discretion and subject to all applicable laws, including the Americans with Disabilities Act. The Board may reassign parking spaces in the Residential Parking Area in its discretion. The Owner's use rights shall convey no ownership rights in the parking space and shall only be assigned with the approval of the Board. Any Mortgage or other encumbrance of a Unit shall not encumber the Owner's interest in its parking space, even if not expressly included therein. Parking spaces in the Residential Parking Area not assigned to an Owner shall be utilized in the discretion of the Board.

Section 2.15. Storage Areas. The Storage Areas are Limited Common Elements of the Residential Units. Subject to the terms of this Section, the Board shall assign use rights for One (1) Storage Area to the Owner of each Residential Unit to be selected in the Board's discretion and subject to all applicable laws. The Board may reassign Storage Areas in its discretion. The Owner's use rights shall convey no ownership rights in the Storage Area and shall only be assigned with the approval of the Board. Any Mortgage or other encumbrance of a Unit shall not

encumber the Owner's interest in its Storage Area, even if not expressly included therein. Storage Areas not assigned to an Owner shall be utilized in the discretion of the Board.

ARTICLE III.
THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME
OWNERS ASSOCIATION, INC.

Section 3.1. Formation. Every Owner shall be a member of the Association, which shall be managed by the Board elected by a Majority of the Owners. The Board may engage a professional Association Manager to manage the day-to-day affairs of the Association. The Association shall be the governing body of all Owners, and shall constitute the "Council of Co-Owners" under the Act. The Association shall maintain, repair, replace, administer and operate the Condominium Property, as provided in the Act, this Master Deed, and the By-Laws.

Section 3.2. By-Laws. The Association and the administration of the Condominium Property shall be governed by the By-Laws. The By-Laws may be modified or amended only in the manner set forth in Article XII of this Master Deed.

Section 3.3. Voting. On all matters relating to the Association or to the Condominium Property upon which a vote of the Owners is conducted, the Owners shall vote in proportion to their respective Percentage Interests. Each Unit shall have, for purposes of voting, such vote as is proportionate to that Unit's respective Percentage Interest. The vote by a Majority of Owners is required for valid action by the Association, unless a different percentage vote is specified in this Master Deed or in the By-Laws.

Section 3.4. Binding Effect. All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages established in the Act, this Master Deed or the By-Laws shall be deemed to be binding on all Owners.

Section 3.5. Board of Directors. The Board shall consist of three (3) persons, all of whom shall be Owners or representatives of corporate, partnership or limited liability company Owners. The Board shall manage the business and affairs of the Association and shall exercise all of the powers and duties of the Association, including those existing under the Act, the South Carolina Nonprofit Corporation Act, this Master Deed, the Articles and By-Laws of the Association. The first meeting of the Association and of the Board shall be held the day the Articles of the Association are filed in the South Carolina Secretary of State's Office, and each year thereafter the annual meeting of the members of the Association and of the Board shall be held during October or November of each year, as determined by the Board in accordance with the By-Laws. Notwithstanding the above, Declarant has the right to appoint any or all the members of the Board, who may or may not be Owners, until the earlier of (a) four (4) months following the conveyance of one hundred percent (100%) percent of all Units within the Condominium Property have been conveyed to third party purchasers by Declarant, or (b) Declarant voluntarily surrenders and transfers its authority to appoint Board members by filing a supplemental Declaration or amendment hereto evidencing such transfer in the Register of Deeds Office (the "Turnover Date").

Section 3.6. Management of Property. The Board shall be authorized to engage the services of a professional property manager to function as the agent of the Association, and as Association Manager. If so engaged, the Association Manager shall be responsible for the maintenance, repair, replacement, management, administration and operation of the Condominium Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of this Master Deed. The cost of such services shall be a Common Expense. Upon acceptance of a deed to a Unit, each Owner shall thereby irrevocably and unconditionally authorize and consent to the Board, on behalf of the Association, entering into one or more Management Agreements, from time to time, with an Association Manager, and all references in this Master Deed or the By-Laws to the Board or Association shall include the Association Manager with respect to those rights, duties and entitlements which are delegated to the Association Manager under any Management Agreement.

Section 3.7. Limitation of Liability. Unless caused by gross negligence or willful misconduct of the Board, neither the Board nor the Association shall be liable for any failure of water supply, electricity, gas, telephone service, sanitary sewage, garbage collection, extermination, cellular phone, cable, public utilities, or any other type of service obtained and paid for by the Board, or for any injury or damage to person or property caused by the elements, or by another Owner or Person in the Condominium Property, or damage from electricity, water, rain, snow or ice which may leak or flow from outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment or from any other place. No diminution or abatement of Assessments shall be claimed or allowed for any reason, including without limitation, for inconvenience or discomfort arising from the making of repairs or improvements to any Unit or the Common Elements or from any action taken to comply with any law, ordinance or order of a governmental authority.

Section 3.8. Non-Liability of the Directors, Board, Officers, and Declarant. The Board (or its individual directors), the officers of the Association, and Declarant shall not be liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Declarant, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence, willful misconduct or fraud.

Section 3.9. Indemnification of Directors, Board, and Officers. The Association shall indemnify (a) any Director or officer of the Association, (b) any former Director or officer of the Association, or (c) any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against any loss, cost, expense, damage, liability, claim, action or cause of action (including reasonable attorneys' fees) actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened pending or completed action, suit or proceeding (whether civil or criminal) in which he or she is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnifications provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of Owners or

any disinterested Directors or otherwise and shall continue as to any person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

The Association's indemnity of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his or her behalf by the Association, or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Section, or elsewhere in this Master Deed, shall operate to indemnify any Director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

ARTICLE IV.

ASSESSMENTS

Section 4.1. Agreement to Pay Assessments. Declarant, for each Unit owned by it within the Condominium Property, and each Owner of any Unit, by the acceptance of a deed for his Unit, (whether or not expressed in the deed), shall be deemed to covenant and agree to pay to the Association all Assessments levied on such Unit. Assessments for the Units shall begin upon recording of the Master Deed.

Section 4.2. Assessments. Annual Assessments for Common Expenses and Special Assessments shall be made against each Owner by the Association, to be collected from the Owners by the Association in accordance with and pursuant to the terms and provisions of this Master Deed and of the Association's Articles and By-Laws. The Association shall also levy a Shared Limited Common Element Assessment (or "Specific Assessment") applicable to those Owners which are served by or receive the benefit of a Shared Limited Common Element to the exclusion of other Owners.

Section 4.3. Association Expenses. The Association shall be responsible for, and shall treat as Common Expenses: (a) the costs of Association administration, which shall include all expenses of the Condominium Property which are not the obligation of any individual Owner and are not paid by the Association, or other agent employed by such Owner; (b) the creation of reasonable contingency reserves; (c) costs of maintenance, repair, replacement and insurance of common utilities and services for the Condominium Property; (d) the funding of any deficit remaining from a previous period; (e) the fees paid to the Association Manager; (f) the expenses and liabilities related to the maintenance, repair and replacement of property and/or Improvements that serves portions of the Condominium Property that would otherwise not be contiguous to the Land; (g) the expenses for any concierge or similar services provided for the benefit of all Owners; and (h) any other expenses and liabilities which may be incurred by the Association for the benefit of all Owners or any Owner by reason of this Master Deed. The Association shall treat as Common Surplus the excess of collected Assessments over Common Expenses.

Section 4.4. Apportionment. The Common Surplus shall be owned by and Common Expenses shall be allocated among and be the obligation and liability of the Owners in proportion to their respective Percentage Interests.

Section 4.5. Annual Budget. On or before November 1st of each year, the Board shall prepare or cause to be prepared and adopt an operating budget for the upcoming calendar year. The Association's budget shall be approved by the Board, and shall constitute the budget for the upcoming calendar year. The budget shall itemize the estimated Common Expenses for the upcoming calendar year, taking into consideration anticipated receipts (if any) and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Annual Assessment to be established by the Board, and shall provide the basis under which the Regime shall be operated during such annual period. Declarant shall estimate the budget for the first calendar year of the Association or portion thereof. If, in any year after the first year, the Board shall fail to prepare or adopt a budget, then the budget for the upcoming year shall be deemed to be the budget for the then current year, with all expense line items increased by five percent (5%) over the current year. The failure of the Association to prepare or adopt a budget as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Master Deed or a release of any Owner from the obligation to pay such Annual Assessment or any other Assessment.

Section 4.6. Notice and Payment. The Annual Assessment may be paid in one lump sum or in twelve (12) equal monthly installments due on the 10th day of each month. All collected Assessments shall be deposited in the Association's bank account or remitted to the Association Manager for deposit by the 15th day of each month. All unpaid installments of any Association Assessment shall incur a late charge of Twenty-Five Dollars (\$25.00) per month (or any portion of any month) which late charge shall automatically become part of the unpaid Assessment, and the unpaid Assessment shall include per diem interest at eighteen (18%) percent interest, or the highest rate of interest allowable by South Carolina law, whichever is lower, from five (5) business days after the date each such installment is due until fully paid, as determined from time, to time in accordance with applicable law, and it shall be the responsibility of the Association to handle such collection. The failure of the Association to give timely notice of any Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Master Deed or a release of any Owner from the obligation to pay such Annual Assessment or any other Assessment.

Section 4.7. Special Assessments. In addition to the Annual Assessments authorized by this Article IV, the Association may levy, at any time and from time to time, without the need of an affirmative vote of a Majority of Owners, a Special Assessment, in an amount and payable over such period as the Board may reasonably determine, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of the Condominium Property or any part thereof, or for any other expenses incurred or to be incurred as provided in this Master Deed (including, without limitation, Common Expenses). This Section 4.7 shall not be construed as an independent source of authority for the Board or the Association to incur expenses, but shall be construed to prescribe the manner of assessing for Common Expenses authorized by other Sections or Articles of this Master Deed. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective Percentage Interests. Written notice of the amount of such Special Assessments and the time for payment

shall be given promptly to the Owners; provided, however, that no payment shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of any Special Assessment shall incur a late charge of Twenty-Five Dollars (\$25.00) per month or any portion of any month from the date due until fully paid, in addition to interest at the rate of eighteen (18%) percent interest, or the highest rate of interest allowable by South Carolina law, whichever is lower, from five (5) business days after the date each such installment is due until fully paid. No special Assessment may be levied without the consent of the Declarant so long as Declarant owns a Unit

Section 4.8. Special Individual Assessments. In the event that one or more Units are served by certain Limited Common Elements, it shall be responsibility of the Owners of such Unit or Units to provide for the maintenance, cleaning, repair, and/or replacement of such Limited Common Elements, in accordance with Article XI, and they shall be jointly and severally liable for all costs in connection therewith based on and in proportion to their respective Percentage Interests. In the event that the Association determines that such Owner or Owners have failed to properly discharge their obligations, the Association shall give such Owner or Owners written notice that the Association intends to provide the necessary maintenance, cleaning, repair, and/or replacement at the sole cost and expense of such Owner or Owners. The recovery of any amounts actually expended by the Association for the necessary maintenance, cleaning, repair, and/or replacement of such Limited Common Elements shall be secured by a Special Individual Assessment, which shall be promptly paid by the Owner or Owners and shall become a lien against the Unit(s) in the same fashion as any other Assessment levied under this Article IV, and shall be subject to late charges and interest, as previously provided.

Section 4.9. Reserve Fund Assessment. The Board, in its discretion and in compliance with the Articles and By-Laws of the Association, may establish such reasonable reserves as it determines in the exercise of its sound business judgment are necessary for the repair, improvement or replacement of the Units, Common Elements and Additional Parking Area or other needed expenditures of the Association. To fund such reserves, the Board, in its discretion, may include a Reserve Fund Assessment, in addition to any amounts that are allocated to reserves from the Annual Assessment. All such Reserve Fund Assessments may be held by the Board in a separate reserve account, and shall not be commingled with the general Assessments. Upon the sale or other disposition of a Unit, all reserves allocable to that Unit shall not be refunded to the former Owner, but rather shall be transferred to the account of the new Owner as an appurtenance to the Unit, whether or not the deed or other conveyance expressly refers to this account or its transfer. Any unpaid Reserve Fund Assessments shall become a lien against the Unit(s) in the same fashion as any other Assessment levied under this Article IV, and shall be subject to late charges and interest, as previously provided.

Section 4.10. Lien for Assessments. All sums assessed to Owners pursuant to the provisions of this Master Deed, together with interest as provided herein, shall be secured by a lien on their respective Units in favor of the Association, which lien shall be prior to all other liens upon the Unit except: (a) tax liens in favor of any taxing authority of competent jurisdiction; and (b) prior Mortgages duly recorded encumbering the Unit. Although the lien and notice of it exists by reason of the filing of this Master Deed, in order to evidence the lien for Assessments, the Association may prepare a written notice of lien setting forth the amount of the

Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a legal description of the Unit. The notice shall be signed and acknowledged by a duly authorized officer of the Association, or its agent, and may be recorded in the Register of Deeds Office. The lien may be enforced by judicial foreclosure by the Association in the same manner in which Mortgages on real property may be foreclosed under the law of the State of South Carolina. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including, without limitation, reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Unit which shall become due during the period of foreclosure, and all such Assessments shall be secured by the lien being foreclosed. The Association shall have the right and power to bid at any foreclosure sale and to hold, lease, mortgage or convey the subject Unit. When the purchaser of a Unit obtains title to the Unit as a result of foreclosure of a Mortgage and the Association is joined as a part to the foreclosure action, such purchaser, his successors and assigns, which may include but not be limited to the Mortgagee, shall not be liable for any of the Assessments chargeable to such Unit accruing after the date of recording such Mortgage but prior to the acquisition of title to such Unit by such purchaser. Such unpaid share of Association expenses shall be deemed to be part of the Common Expenses collectible from all Owners, including such purchaser, his successors and assigns. The provisions of this Section 4.10, however, shall not release any Owner from personal liability for unpaid Assessments. The rights of the Association shall be in addition to any other rights provided by law with respect to liens for and collection of unpaid Assessments. A security interest in the Unit of each respective Owner shall arise in favor of the Association with respect to each monthly installment of the Annual Assessment, Special Assessment, Reserve Fund Assessment, or Special Individual Assessment levied by the Association as of the day that each such Assessment shall become due and payable. If an Owner shall become delinquent in the payment of any Assessment, the Association may proceed to take such other action as may be necessary to enforce its security interest, including, without limitation, foreclosure.

Section 4.11. Personal Obligation of Owner. The amount of any Assessment against any Unit shall be the personal obligation of the Owner of such Unit. The Association may file a lawsuit to recover a money judgment for such personal obligation without foreclosing its lien upon the Unit or waiving any of its lien rights, and without the necessity of filing a Notice of Unpaid Assessment. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Elements, or by abandonment of his Unit, or by waiving any services or amenities provided for in this Master Deed. In the event of any suit to recover a money judgment for unpaid Assessments, the involved Owner shall pay all the costs and expenses incurred by the Association, including without limitation, the Association's reasonable attorneys' fees. In addition, the Association is entitled to collect any and all rental income generated by the Unit on behalf of the Owner directly from the occupying lessee and apply said rents toward the unpaid Assessment amount.

Section 4.12. Statement of Account. Upon written request of any Owner, Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Association shall issue a written statement setting forth the amount and payment status of Assessments against the Unit in question. The Association may charge a reasonable fee, as established from time to time by the Board, for the issuance of each such statement.

Such statement shall be conclusive upon the Association in favor of any Person who relies thereon in good faith.

Section 4.13. Personal Liability of Purchaser. Subject to the provisions of this Master Deed, a purchaser of a Unit shall be jointly and severally liable with the seller of the Unit for all unpaid Assessments with respect to such Unit up to the time of the conveyance; provided, however, that the provisions of this Section 4.13 shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

Section 4.14. Default by Association in Payment of Taxes or Assessments for Public Improvements. Upon default by the Association for a period of six (6) months or more in making payment to the governmental authority entitled thereto of any taxes levied against the Common Elements and the Condominium Property, or of any assessments for public improvements to the Common Elements and the Condominium Property, each Owner shall be personally obligated to pay to the taxing or assessing authority a portion of such unpaid taxes or assessments in an amount determined by computing the share due said governmental authority in relation to the Owner's Unit value, as set forth in this Master Deed, and the unpaid taxes and assessments shall constitute a lien on the Unit.

Section 4.15. Subordination of Liens to Mortgage. A lien for the unpaid taxes and Assessments provided for herein shall be subordinate to the lien of any Mortgage on a Unit. A sale or transfer of any Unit shall not affect the lien except, however, in the case of the sale or transfer of any Unit pursuant to a decree of foreclosure of a Mortgage. In this case, any Assessment that became due prior to the sale shall be extinguished if the Association was properly joined in the foreclosure action. No such sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due.

Section 4.16. Records. The Board shall keep, or cause the Association Manager to keep books and records with a detailed account, in chronological order, of the receipts and disbursements affecting the Regime in connection with the operation, administration, maintenance, cleaning, repair, and replacement of the Common Elements. The books and records shall be available for examination by all Owners upon forty-eight (48) hours advance notice in the offices of the Association or the Association Manager during normal business hours.

ARTICLE V.

EASEMENTS, COVENANTS AND RESTRICTIONS

Section 5.1. Use of Property. Each Owner shall be entitled to the exclusive ownership and possession of his Unit. Each Owner may also use the Common Elements in accordance with the uses for which they are intended as long as such use does not hinder or encroach upon the rights of other Owners. Each Owner shall have a non-exclusive easement appurtenant to his Unit for ingress and egress over the General Common Elements for access to and occupancy and enjoyment of his Unit, which shall extend to all Occupants. All rights to use and enjoy the General Common Elements shall be subject to the provisions of the Act, this Master Deed, the By-Laws, and all Rules and Regulations adopted by the Association pursuant to the By-Laws.

Each Owner of a Unit shall be responsible for ensuring that all Occupants comply with all provisions of the Regime Documents. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights that the Association may have against the Occupants, as a result of such Person's violation of the Regime Documents, the Association may take action under this Master Deed against the Owner as if the Owner committed the violation in conjunction with the Occupants. Whether the same is documented elsewhere or not, under any such circumstances above-described, the affected Owner shall have and enjoy a right over for indemnification and/or contribution from and against the offending party. This right over shall not be deemed to diminish the liability of the Owner to the Association, and the Association shall also have all remedies available at law or in equity against the offending party jointly and severally with the Owner. Use restrictions regarding the use of Units and the Common Elements are as follows and also as may be adopted by the Board in accordance with the terms hereof and as specified in the By-Laws.

Section 5.2. Residential Units. All Residential Units shall be used for residential purposes and for ancillary home office uses. A home office use shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the activity conforms to all applicable zoning requirements; (c) the activity does not involve regular or unreasonable visitation of the Unit by clients, customers, suppliers, or other Occupants, or door-to-door solicitation of residents of the Regime; (d) the activity does not increase traffic or include frequent deliveries within the Regime other than deliveries by couriers, express mail carriers, parcel delivery services, and other such delivery services; (e) the activity is consistent with the primarily residential character of the Regime and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Regime, as may be determined in the sole discretion of the Board; and (f) the activity does not result in a materially greater use of Common Element facilities or Association services or increase the premiums for any insurance maintained by the Association.

No other business, trade, or similar activity shall be conducted upon a Residential Unit without the prior written consent of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have the ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The leasing of a Residential Unit for residential use shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or an agent of the Declarant, or a contractor or subcontractor approved by the Declarant, with respect to its development and sale of the Regime or its use of any Units which it owns within the Regime.

Section 5.3. Commercial Unit. All Commercial Units shall be used for commercial, non-residential purposes and for ancillary commercial uses in conformity with all applicable

codes and ordinances including, without limitation, governmental zoning restrictions, business regulations, and licensing requirements. No such activity will be permitted that is illegal, or will increase the total number of required parking spaces as designated and identified in the Plat, or will increase the premiums for insurance maintained by the Association. No such activity will be permitted that constitutes a nuisance; or a hazardous; or threatens the security or safety of other Occupants of the Regime; or that results in a materially greater use of Common Element facilities or Association services. No such activity will be permitted that materially disturbs or interferes with the peaceful and quiet enjoyment of any Residential Unit located in proximity to such Commercial Unit. This Section shall not apply to any activity conducted by the Declarant or an agent of the Declarant, or a contractor or subcontractor approved by the Declarant, with respect to its development and sale of the Regime or its use of any Units which it owns within the Regime.

5.3.1. Without in any way limiting the above restrictions, the Commercial Units shall not be used for any of the following uses or purposes without the prior written consent of the Declarant prior to the Turnover Date, and after the Turnover Date, of the Board, which consent may be withheld at its sole discretion:

Non-conventional lending facilities such as title loans, pay day loans, pawn shops, check cashing facilities, and bail bonding companies; churches or places of worship, night clubs, assembling, manufacturing, distilling, refining, smelting, agricultural or mining business or operation; mobile home park; trailer court; labor camp; junkyard or stockyard; fire sale, bankruptcy sale (unless pursuant to a court order) or auction; dry cleaning plant; automobile, truck, trailer or recreational vehicle sales, vehicle leasing, display or body shop repair business or operation; mortuary or funeral home; any business or establishment selling or exhibiting pornographic materials or drug-related paraphernalia; flea market; any establishment featuring nude, topless or partially-clad dancing; training or educational business, establishment or facility, including beauty schools, barber colleges, reading rooms (except incidental to retail uses), or any other business, establishment or facility catering primarily to students and/or trainees rather than to customers. The prohibition of night clubs shall not prohibit the operation of a restaurant or private dining facility.

5.3.2. Notwithstanding any other provision in this Master Deed to the contrary, after the Turnover Date, the permitted uses and prohibited uses of the Commercial Units set forth in this Section shall not be amended or modified by the Board and no Rules and Regulations which exceed the terms and conditions of this Section, restrict the permitted hours of operation to less than 8 a.m. through 11 p.m., or otherwise unreasonably restrict the commercial use of the Commercial Units shall be effective against the Commercial Units, without the prior written consent of the Owners of the Commercial Units.

Section 5.4. Common Elements. No Owner shall obstruct the use of the Common Elements by Occupants of an Owner. Nothing shall be stored in the Common Elements without the prior written consent of the Board.

Section 5.5. Restrictions. The following restrictions shall apply to the use of the Common Elements and which are imposed as a benefit and burden upon (a) each and every Unit, (b) Declarant, and (c) all Owners:

5.5.1. No offensive, immoral, or lewd business shall be allowed upon the Condominium Property, nor shall any offensive, immoral or lewd use be made of the Units which may constitute a nuisance to Owners or their guests, or which interferes with the peaceful possession and proper use of the Condominium Property by Owners.

5.5.2. Each Owner shall keep his Unit in a good state of maintenance and repair, and shall repair and replace when necessary, at his expense, portions of the Unit which are within the boundaries of the Unit. Furthermore, each Owner that is served by Limited Common Elements is responsible for maintenance, repair and replacement of such Limited Common Elements in conjunction with any other Owners that are served by such Limited Common Elements.

5.5.3. The Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate on the Condominium Property nor shall any fire hazard be allowed to exist.

5.5.4. In order to alleviate problems of security and disruption associated with frequent changes in occupancy, no Unit in the Regime will be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Interest, as each is defined in Section 27-32-10, et seq., South Carolina Code of Laws, as amended, or any subsequent laws of this State dealing with that or similar type of ownership by an Owner (including, without limitation, any type of equity or non-equity club), or which is used for, in conjunction with and/or as an advertised part of any time share exchange program which makes available as accommodations the Unit and which is not otherwise registered as a Vacation Time Sharing Plan or Vacation Multiple Ownership Interest or which utilizes the Unit as accommodations for time share sale prospects of any Person, without the prior written consent of the Declarant prior to the Turnover Date, and after the Turnover Date, by the Board.

5.5.5. No charcoal burning grills shall be kept or used in any Unit or on any terrace or porch.

5.5.6. All Owners and their Occupants shall abide by all rules and all regulations of the Association, and all zoning ordinances, building codes, and regulations of all governmental bodies of competent jurisdiction.

5.5.7. Subject to Section 5.3.3, reasonable Rules and Regulations concerning the use and occupancy of the Units may be promulgated, from time to time, by the Board. Copies of such Rules and Regulations, as amended from time to time, shall be furnished by the Association Manager or Board to all Owners, and each Owner and Occupant shall comply with such Rules and

Regulations and with the Master Deed and By-Laws. Said Rules and Regulations may include the authority to fine Owners and their Occupants for infractions, and fines against Owners shall be a lien against their Units and collectable in the same manner as prescribed in Section 4.10 herein.

5.5.8. No livestock or any other types of animals shall be kept upon the Condominium Property or in any of the Units, except for normal household pets complying with the Rules and Regulations.

5.5.9. Subject to state and federal laws and regulations, no signs, flags or advertising devices of any kind shall be displayed to public view on or from any Unit or the Common Elements without the Board's prior consent; provided, however, that the Board shall have the right to erect such directional or other signs as it deems necessary to properly designate the Building and Units, to aid Owners and Occupants in locating Units and Common Elements and for other purposes.

5.5.10. The Board shall have the exclusive authority to regulate the choice of color and other matters concerning the exterior of the Building. No Owner shall make any change to the exterior of the Building, change the color or the exterior or otherwise do any structural work on the exteriors whatsoever without obtaining the prior written consent of the Board as set forth in Article VIII. No screen doors, storm windows, storm doors or other things may be added to the exteriors of any Unit(s) or the Building without the prior written consent of the Board.

5.5.11. The sides of all interior window treatments facing the outside of the Building shall be white in color or such other uniform color as approved by the Board from time to time, and the color of all doors shall be uniform or such other uniform color as approved by the Board from time to time.

Section 5.6. Right to Use Common Elements. Each Owner (subject to any reasonable restrictions promulgated as part of the Rules and Regulations by the Board) shall have the non-exclusive right to use the General Common Elements, leases, concessions or easements made or acquired by the Association, in common with all other Owners as may be required for the purposes of access and ingress to, egress from and use, occupancy and enjoyment of the Unit owned by such Owner. A group of Owners shall have the right to the exclusive use of any Shared Limited Common Elements that serve their Units jointly, and any single Owner shall have the right to the exclusive use of any Limited Common Element that serves only his Unit. Such non-exclusive rights to use the General Common Elements and to the exclusive use of the Limited Common Elements shall extend not only to each Owner but also to the Occupants of such Unit. However, the non-exclusive right to use the General Common Elements and to the exclusive use of the Limited Common Elements shall be subject to and governed by the provisions of the Act, this Master Deed, the By-Laws and the Rules and Regulations of the Association and all state, federal, and local laws and regulations. Declarant and the Association reserve the specific right to reassign parking spaces that constitute a Limited Common Element for each Unit.

Section 5.7. General Easement and Right to Grant Easements. The rights of the Owners to use and possess the Common Elements as set forth in this Master Deed shall be subject to a blanket easement on, over, under and across the General Common Elements in favor of the Association, and Declarant and its representatives, agents, associates, employees, contractors, subcontractors, lessees, successors and assigns, or as Declarant or the Association may otherwise deem necessary or appropriate, for purposes of (a) access and ingress and egress to, from, over, under, through and across the General Common Elements and the Land; (b) construction, installation, repair, replacement and restoration of utilities, roads, buildings, landscaping and any other improvements; (c) tapping into and using sewer and water lines on or adjacent to the Land; and (d) any other construction, maintenance or development work on or about the Land. In addition, the Board, on behalf of the Association, shall have the authority to lease, grant concessions or grant easements with respect to any part of the Common Elements, subject to the provisions of this Master Deed and the By-Laws. All revenues derived from the Association from such easements, licenses, leases or concessions, or from other sources shall be held by the Association and used for the sole benefit of the Owners, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

Section 5.8. Easement for Public Utilities. The rights of the Owners to use and possess the Common Elements, as set forth in Section 5.6, shall be subject to a blanket easement over the Common Elements in favor of the Association and Declarant which shall authorize the Association and Declarant to grant public utilities serving the Condominium Property the right to lay, construct, renew, operate and maintain conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment, including housings for such equipment, into, over, under, along, and through the Common Elements for the purpose of providing utility services to the Condominium Property or any other property, together with reasonable rights of ingress to and egress from the Condominium Property for such purpose; and the right to install, lay, operate, maintain, repair and replace any pipes, electrical wiring, ducts, conduits, cables, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Condominium Property, or any other property, over, under, along and on any portion of said Common Elements, and each Owner hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Owner such instruments as may be necessary or appropriate to effectuate the foregoing. Moreover, without limiting the generality of the foregoing, Declarant specifically reserves the right to grant easements to cellular phone and/or telecommunications companies for the installation, maintenance, repair, and replacement of lines, equipment, towers, and apparatus, subject to receipt of an indemnification from the cellular phone and/or telecommunications companies in favor of the Association and Declarant from and against any loss, liability, damage, or claim related to the installation, maintenance, repair, and replacement of such lines, equipment, towers, and apparatus on the Condominium Property.

Section 5.9. Utility Easements Appurtenant to Each Unit. There shall be appurtenant to each Unit a non-exclusive easement for the use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving such Unit and situated in any other Unit. Each Unit shall be subject to an easement in favor of other Units for the use of all pipes, wires, cables, conduits, utility lines, flues and ducts situated in such Unit and serving the other Units.

Section 5.10. Easements over the Condominium Property. The rights of the Owners to use and possess the Common Elements shall be subject to a perpetual blanket easement on, over, under and across the Common Elements in favor of the Association and Declarant and their representatives, agents, associates, successors and assigns, and any and all Person(s) owning or leasing Units, for the benefit of Declarant, the Association and all Owners or Occupants of Units in the Regime, and all their agents, employees and invitees, for the purpose of access and ingress to, egress from and the use, benefit and enjoyment of all areas of the Condominium Property.

Section 5.11. Right to Ingress, Egress and Support. Each Owner and his Occupants shall have the right to ingress and egress over, upon, and across the Common Elements as necessary for access to such Owner's Unit, and shall have the right to horizontal, vertical, and lateral support of each such Unit, which rights shall be appurtenant to and pass with title to each Unit.

Section 5.12. Right to Use the Common Elements by Declarant, the Association, and Association Manager. Declarant, the Association, and the Association Manager, if any, and their respective agents and employees, shall have an easement to make such use of the Common Elements as may be necessary or convenient to perform the duties and functions that they are obligated or permitted to perform pursuant to this Master Deed and the Management Agreement.

Section 5.13. Easement to Declarant. Declarant reserves for itself, its successors and assigns, the right to maintain a sales office on the Condominium Property, to maintain model Units, to erect signs and to show Units or any other properties. Declarant also reserves unto itself, its successors and assigns and successors in title, a perpetual easement over the Common Elements for ingress to, egress from, travel over, construction, maintenance and operation of utilities and utility easements and construction, maintenance and operation of all types of improvements whatsoever, on, under, over and across the Common Elements for the benefit of the Condominium Property or other properties and all Owners and their Occupants.

Section 5.14. Easements Deemed Created. All conveyances of Units within the Condominium Property, whether by Declarant or otherwise, shall be construed to grant and reserve the easements established in this Master Deed, even though no specific reference to such easements appears in the deed conveying the Unit.

Section 5.15. Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (i) settling of a Unit or Units; (ii) repair, alteration or reconstruction of the Common Elements made by or with the consent of the Association; (iii) repair or reconstruction of a Unit or Units following damages by fire or other casualty; or (iv) the institution of any condemnation or eminent domain proceedings, an easement shall exist for such encroachment and for the maintenance of the same so long as the Regime remains subject to the Act.

Section 5.16. Right of Access. The Association, the Association Manager and their designated agents and representatives shall have the irrevocable right to have access to each Unit and to all Common Elements from time to time during reasonable hours as may be necessary for the inspection, maintenance, cleaning, repair or replacement of any of the General Common

Elements, Limited Common Elements located within or accessible through or from any Unit(s), or for making emergency repairs within the Unit(s) necessary to prevent damage to the Common Elements or to other Unit(s), and such access to Units as required for extermination and pest control. This easement and right of access may be exercised by the Board or by the Association Manager to whom the responsibility of maintenance has been delegated. Damages resulting to any Condominium Unit because of such maintenance or repairs shall be corrected promptly at the expense of the Association. In case of any emergency originating in or threatening any Unit, regardless of whether the Owner or any Occupant is present at the time of such emergency, the Association Manager shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, without constituting a trespass. To facilitate entry in the event of any such emergency, at closing on their Unit each Owner shall deposit under the care and control of the Association or Association Manager a key to such Unit and information to disarm the security system for such Unit, if any. No Owner or Occupant may change the locks to a Unit or the information to disarm the security code without simultaneously providing the new key or information to the Association or Association Manager.

Section 5.17. Maintenance of Common Elements. Maintenance, repair and 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. To the extent that the Association provides any maintenance or repair of the Limited Common Elements described in Section 2.6 or the Shared Limited Common Elements described in Section 2.7, then the Owner(s) of the affected Unit(s) shall immediately, upon receipt of an invoice from the Association, fully reimburse the Association for all costs of such maintenance or repair services, which liability shall be considered as an additional Assessment against the Owner(s) and the Unit(s). Prohibited Work. No Owner shall do any work on or in his Unit which would jeopardize the soundness or safety of the Condominium Property, reduce the value thereof or impair any easement or hereditament.

Section 5.18. Partition. The General 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 Condominium Property has been removed from the provisions of the Act in the manner therein provided and in accordance with Article XIII of this Master Deed.

Section 5.19. LEED Certification. Declarant, on behalf of the Association, intends to apply for the Condominium Property and to attempt to obtain certification from the U.S. Green Building Council under the Leadership in Energy and Environmental Design program ("LEED Certification"). Each Owner agrees to cooperate in good faith with the plans and policies necessary to obtain or maintain LEED Certification. Nothing contained herein shall be deemed implied to be a warranty that the building and improvements meet the requirements for LEED Certification

ARTICLE VI. LEASING

The Board shall have the power to make and enforce Rules and Regulations and to fine, in accordance with the Master Deed and By-Laws, in order to enforce the provisions of this Article.

Section 6.1. Definition. "Leasing," for purposes of this Master Deed, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

Section 6.2. Leasing Provisions. Leasing of Units shall be governed by the following provisions:

6.2.1. General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written approval of the Board. All rentals must be for an initial term of no less than one (1) year. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain a form of lease which is deemed acceptable. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Unit Owner must make available to the lessee copies of the Regime Documents. The Board may require that no adult Person will be allowed to occupy any Unit subject to a lease unless they are signatory to and obligated by the Lease. Any cost incurred by the the Association in approving the lease or in dealing with the Tenant in any matter or manner, including without limitation, reasonable attorney's fees, will be payable by Owner immediately on demand and will be treated as an Additional Assessment against the Owner and the Unit.

6.2.2. Compliance With Regime Documents. The lessee shall comply with all provisions of the Regime Documents adopted pursuant thereto and shall control the conduct of all other Occupants of the leased Unit in order to ensure compliance with the foregoing. The Owner shall cause all Occupants of his or her Unit to comply with the Regime Documents adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Regime Documents adopted pursuant thereto. In the event that the lessee or other Occupant violates the Master Deed, By-Laws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine shall be assessed against the lessee in accordance with Section 3.23 of the By-Laws. If the fine is not paid by the lessee within the time period set by the Board, the Board may assess the fine against the Owner and the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Regime Documents adopted pursuant thereto by the lessee or other Occupant, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with South Carolina law.

The Owner hereby delegates and assigns to the Declarant and the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Regime Documents adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf, and for the benefit, of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

6.2.2.1. Use of Common Elements. Except where the Owner also occupies the Unit, the Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Regime, including, but not limited to, the use of any and all recreational facilities.

6.2.2.2. Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any Annual, Special, or Specific Assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid Annual, Special, and Specific Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under this Master Deed as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

ARTICLE VII ASSOCIATION RIGHTS AND RESTRICTIONS

The Association shall have all of the rights set forth in this article in addition to, and not in limitation of, all other rights it may have pursuant to South Carolina law, and the Regime Documents.

Section 7.1. Right of Entry. The Association shall have the right to enter into Units for maintenance, emergency, security, or safety purposes, which right maybe exercised by the Board, officers, agents, employees, managers, and all police officers, fire personnel, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit.

Section 7.2. Rules and Regulations. The Association shall have the continuing right to make and to enforce Rules and Regulations governing the use of the Regime, including the Units, Limited Common Elements, and Common Elements.

Section 7.3. Right of Enforcement. The Association shall have the right to enforce use restrictions, provisions of the Regime Documents by the imposition of monetary fines and suspension of use and voting privileges. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or Rules and Regulations of the Association. Any fines imposed in accordance with this Section 7.3 shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments.

Section 7.4. Permits, Licenses, Easements, etc. The Association shall have the right to grant permits, licenses, utility easements, and other easements over, through, and under the Common Elements without a vote of the Owners and to enter into the Parking License Agreement and any modifications thereof or replacements therefore.

Owners are subject to the terms of any exclusive or other arrangement entered into by the Association with regard to the grant of a permit, license, utility easement, or other easement to any third party.

Section 7.5. Right of Maintenance. The Association shall have the right to control, manage, operate, maintain, improve, and replace all portions of the Regime for which the Association is assigned maintenance responsibility under this Master Deed or applicable law.

Section 7.6. Property Rights. The Association shall have the right to acquire, hold, encumber, and dispose of tangible and intangible personal property and real property.

Section 7.7. Casualty Loss. The Association shall have the right to deal with any insurance carrier and/or any governmental or quasi-governmental entity, as the case may be, in the event of damage or destruction as a result of casualty loss, or threatened or actual condemnation, or exercise of rights of eminent domain, in accordance with the provisions of this Master Deed and applicable law.

Section 7.8. Governmental Entities. The Association shall have the right to represent the Owners in dealing with governmental entities.

Section 7.9. Common Elements. The Association shall have the right to close temporarily any portion of the Common Elements for emergency, security, or safety purposes, or for any such other reasonable purpose as determined in the sole discretion of the Board, with no prior notice of such closing to the Owners.

ARTICLE VIII.

ARCHITECTURAL CONTROL

Section 8.1. No Changes or Alterations. No changes or alteration may be made to any Unit, the Limited Common Elements that serve the Unit, the Shared Limited Common Elements that serve more than one Unit, the Building, the Recreational Amenities, or the General Common Elements without the prior written approval of the Architectural Control Authority and compliance with Section 5.5.11 and Section 8.2.

Section 8.2. Requirements. Any Owner desiring to make any change(s) or alteration(s) to its Unit, the Limited Common Elements that serve the Unit, or the Shared Limited Common Elements shall submit plans and specifications for the proposed change(s) and alteration(s) and the name of the contractor or other professional to perform the change(s) or alteration(s) to the Architectural Control Authority as a condition to approval. The Architectural Control Authority, in its sole discretion, may impose further conditions upon such approval, including, but not limited to, a requirement for liability and/or property damage insurance insuring the Association or other Owners, one or more fees to the Architectural Control Authority, and/or a construction bond or deposit to secure satisfactory completions of the change(s) or alteration(s). Such requirements shall be established by, and may be modified from time to time by, the Architectural Control Authority. Notwithstanding the forgoing, nothing contained in this Article VIII shall apply to any construction undertaken by Declarant or any changes or alterations to be made to existing Improvements by Declarant and/or the Association. Any Owner desiring to make any change(s) or alteration(s) to its Unit, the Limited Common Elements that serve the Unit, or the Shared Limited Common Elements agrees to be solely responsible for all losses, costs and liabilities which may arise on account of or in connection with such change(s) or alteration(s). The removal of all or a portion of any wall shall not have the effect of changing the type of Unit, the statutory value attributable to the Unit and the Percentage Interest attributable to the Unit.

Section 8.3. DISCLAIMER. NEITHER THE DECLARANT, THE BOARD, NOR THEIR MEMBERS, AGENTS, EMPLOYEES, DIRECTORS, OR OFFICERS SHALL BE RESPONSIBLE OR LIABLE IN ANY WAY FOR THE DEFECTS, STRUCTURAL OR OTHERWISE, IN ANY PLANS OR SPECIFICATIONS APPROVED BY THE DECLARANT OR THE BOARD, NOR FOR ANY DEFECTS IN ANY WORK DONE ACCORDING TO THE PLANS AND SPECIFICATIONS APPROVED BY THE DECLARANT OR THE BOARD. FURTHER, NEITHER THE DECLARANT, THE BOARD, NOR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ATTORNEYS SHALL BE LIABLE TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE DECLARANT OR BOARD PROVIDED FOR IN THIS MASTER DEED. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE DECLARANT OR THE BOARD, FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY UNIT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT

AGAINST THE DECLARANT, THE BOARD OR THEIR MEMBERS, AGENTS, EMPLOYEES OR OFFICERS TO RECOVER ANY DAMAGES ARISING OUT OF SUCH APPROVAL OR DISAPPROVAL, AND, EACH OWNER BY ACCEPTANCE OF THE DEED TO THE UNIT, RELEASES, REMISES, QUIT CLAIMS, AND COVENANTS NOT TO SUE FOR, ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH SUCH APPROVAL OR DISAPPROVAL, NOTWITHSTANDING, ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

ARTICLE IX.

ASSOCIATION INSURANCE

Section 9.1. Insurance. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by law; as required by the Parking License Agreement and as required herein. All such insurance coverage shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any. It shall be the duty of the Board at least every three (3) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association. Such insurance shall run to the benefit of the Association, the respective Unit Owners, and their respective Mortgagees, as their interests may appear.

9.1.1. The Association may elect at its sole discretion to obtain an insurance policy that covers any of the following types of property contained within a Unit, regardless of ownership:

9.1.1.1. fixtures, improvements, and alterations that are part of the building or structure; and

9.1.1.2. appliances which become fixtures, including built-in refrigerating, ventilating, cooking, dishwashing, laundering, security, or housekeeping appliances.

Because the Association's insurance policy might not insure improvements and betterments owned by the individual Unit Owners, each Owner shall obtain at the Owner's expense insurance coverage for any improvements, betterments, or personal property owned by the Owner which are not Common Elements, Limited Common Elements or Additional Parking Area.

9.1.2. The Board shall, if reasonably and economically available, secure a master policy covering physical damage in an amount equal to full replacement costs of all improvements located on the Regime at commercially reasonable rates that will provide the following:

9.1.2.1. that the insurer waives its rights of subrogation of any claims against the Board, officers of the Association, the individual Owners, their respective household members, and their respective insurers;

9.1.2.2. that the master policy on the Regime cannot be canceled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or the managing agent without a prior demand in writing delivered to the Association to cure the defect, and the allowance of a reasonable time thereafter within which the defect may be cured;

9.1.2.3. that any "no other insurance" clause contained in the master policy shall expressly exclude individual Unit Owners' policies from its operation;

9.1.2.4. that the master policy may not be canceled or substantially modified without at least sixty (60) days prior notice in writing to the Board;

9.1.2.5. a construction code endorsement;

9.1.2.6. an agreed value endorsement and an inflation guard endorsement;

9.1.2.7. that the deductible amount per occurrence shall not exceed such amount as determined by the Board; and

9.1.2.8. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement costs.

9.1.3. All policies of insurance shall be written with a company authorized to do business in the State of South Carolina and holding a rating of B+:V or better in the Financial Category as established by A.M. Best Company, Inc., if available at commercially reasonable rates, or, if not available, the best rating available. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

9.1.4. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses shall be prohibited from participating in the settlement negotiations, if any, related thereto;

9.1.5. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees. Any Unit Owner who obtains an individual insurance policy which insures Common Elements or Limited Common Elements shall file a copy of such individual policy or policies with the Board within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board in the event such policy is canceled.

9.1.6. In addition to the insurance required herein above, the Board shall obtain as a Common Expense;

9.1.6.1. worker's compensation insurance if and to the extent necessary to meet the requirements of law; and

9.1.6.2. flood insurance, to the extent that it is required by law or the Board determines it to be necessary.

9.1.7. In addition to the required insurance, the Board may obtain such additional insurance, in such amounts and with such endorsements, as the Board determines is advisable in its sole discretion, which additional insurance shall be a Common Expense. Such additional insurance may include without limitation:

9.1.7.1. public liability and officers' and directors' liability insurance, with or without a cross-liability endorsement; and

9.1.7.2. fidelity bonds, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds.

9.1.8. Insurance carried by the Association as a Common Expense shall not include part of a Unit not depicted on the Plat and Plans, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit. Nothing contained herein gives any Owner or other party a priority over the rights of First Mortgagees as to distribution of insurance proceeds.

9.1.9. Every Unit Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Each Owner shall obtain at the Owner's expense insurance coverage for the finished surfaces of Perimeter Walls and interior partition walls, floors, and ceilings within the Unit (i.e., paint, wallpaper, paneling, other wall covering, tile, bathroom fixtures, appliances, cabinets, carpet and any floor covering;) and any other improvements, betterments, or personal property owned by the Owner which are not Common Elements or Limited Common Elements. Upon request by the Board, the Unit Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Unit Owner fails to obtain insurance as required by this subparagraph, the Association may purchase such insurance on behalf of the Unit Owner and assess the cost thereof to the Unit Owner, to be collected in the manner provided for collection of assessments under Section 4.10 hereof.

9.1.10. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the Person(s) who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, then

the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Section 4.10 hereof.

ARTICLE X.

DAMAGE TO UNITS AND PERSONAL PROPERTY: RECONSTRUCTION AND REPAIR

Section 10.1. Casualty Loss. In the event of fire, casualty or any other loss or damage to the Condominium Property, the Board shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Condominium Property in accordance with the provisions of this Article X. Repair or reconstruction shall be mandatory unless repair or replacement is illegal under a state statute or local health ordinance or eighty percent (80%) of the Owners so consent, including those Owners whose Units are not to be rebuilt, based on their Total Percentage Interest. If not, the Owners shall agree upon an equitable distribution of the insurance proceeds to the Owners, based on each Owner's Percentage Interest. In the absence of such agreement, the proceeds will be distributed according to South Carolina law.

Section 10.2. Reconstruction. Reconstruction of the damaged or destroyed portion of the Condominium Property means restoring the Building or Property to substantially the same condition in which it or they existed prior (excluding any upgrades to the Units over the condition in which they were originally constructed) to the fire, casualty or disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, as shown on the Plans. Such reconstruction shall be accomplished under the direction of the Association and/or the Association Manager.

Section 10.3. Personal Property. If insurance proceeds are sufficient to do so in whole or in part, the Association shall repair and replace personal property belonging to the Association.

Section 10.4. Insufficiency of Insurance Proceeds. The insurance proceeds shall be payable to the Association for the benefit of the Owners. If the insurance proceeds are insufficient to reconstruct the Units, Building or Condominium Property, the deficiency, including any deductible amount, shall be paid by the Owners based upon each Owner's Percentage Interest of ownership in the Common Elements.

Section 10.5. Surplus Proceeds. Owners and their Mortgagees are not entitled to receive payments of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements, the Units and the personal property have been reconstructed, repaired or replaced, or unless the Regime is terminated pursuant to Article XIII.

ARTICLE XI.

MAINTENANCE AND ALTERATION OF COMMON ELEMENTS

Section 11.1. Maintenance of General Common Elements. The maintenance and operation of the General Common Elements and the Additional Parking Area to the extent

required by the Parking License Agreement shall be the responsibility of the Association and shall be a Common Expense.

Section 11.2. Alteration of Common Elements. After the completion of the Common Elements, there shall be no alteration of the Common Element by the Owners without the prior written approval of seventy-five percent (75%) of the Owners; provided, however, that as long as Declarant owns any Units, Declarant shall have the right to make such minor alterations to the Common Elements as is necessary for the enhancement, protection, and effective marketing of the Condominium Property.

Section 11.3. Maintenance of Limited Common Elements. When a Unit is served by certain Shared Limited Common Element(s), it shall be the joint and several responsibility of the Owners of such Units to provide for the maintenance, cleaning, repair, and/or replacement of such Shared Limited Common Element(s). The manner of performing such maintenance, cleaning, repair, and/or replacement shall be determined by the vote of a Majority of such Owners based on their respective Percentage Interests. In the event that the Association determines that such Owners have failed to properly discharge their obligations to the extent that the Shared Limited Common Elements become unsafe or a nuisance to others, the Association shall give such Owners written notice that the Association intends to provide the necessary maintenance, cleaning, repair, and/or replacement at the sole cost and expense of such Owners. The recovery of any amounts actually expended by the Association for the necessary maintenance, cleaning, repair, and/or replacement of such Shared Limited Common Elements shall be secured by a Special Individual Assessment, which shall be promptly paid by the Owners and shall become a lien against the Units in the same fashion as any other Assessment levied under this Master Deed, and shall be subject to late charges and interest.

ARTICLE XII.

AMENDMENTS

Section 12.1. Reserved Right of Declarant to Amend. Declarant reserves the right to unilaterally amend this Master Deed, the By-Laws, the Plat and any Plans at any time prior to the Turnover Date without the consent of any Owner or Owners, for any purpose provided that such amendment does not change the Percentage Interest or voting rights of any Owner other than Declarant without the written consent of any such Owner; provided further that such amendment shall not be effective if it violates the provisions of the Act. Declarant also reserves the right to amend the Master Deed to correct any typographical errors or scrivener's errors and/or to comply with any governmental or regulatory requirements and to convert a portion of Commercaill Suite A into the elevator equipment closet as setout in Section 2 herein, without obtaining the consent or approval of the Owners, their Mortgagees, or any other Person.

Section 12.2. Association Amendments. Any amendments to this Master Deed, except as herein expressly provided to the contrary, including as provided for in Section 12.1 and Section 17.4, will be proposed by the Board in accordance with the following procedure:

12.2.1. Notice. Notice of the subject matter of the proposed amendment or amendments will be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered.

12.2.2. Adoption. Subject to Section 5.3.3, this Master Deed may be amended at any time and from time to time at a meeting of the Association called in accordance with the By-Laws and this Master Deed upon the vote of the Owners holding a Majority of the Total Percentage Interests. If the By-Laws are amended, such amendment will be valid only when approved by Owners holding at least sixty-seven percent (67%) of the Total Percentage Interests. No amendment may change the Percentage Interest of an Owner without such Owner's consent.

12.2.4. Approval of the Declarant. In recognition of the fact that certain provisions of this Master Deed are for the benefit of the Declarant, no amendment of this Master Deed may be made without the written approval of the Declarant so long as Declarant owns a Unit.

Section 12.3. Recording. No amendments to this Master Deed shall be effective unless and until recorded in the Register of Deeds Office.

ARTICLE XIII.

TERMINATION

Section 13.1. Casualty or Condemnation. If two-thirds (2/3) or more of the Condominium Property is substantially destroyed or taken by condemnation, the Condominium Property may be removed from the provisions of this Master Deed and the Act, in accordance with Article X or Article XVI, as the case may be. The fair market value of each Owner's interests shall be determined by one or more independent appraisers selected by the Association; provided, however, if any Unit or Limited Common Element has been destroyed to the extent that an appraisal of fair market value thereof prior to destruction cannot be made, each Owner's share of the distributable sale proceeds shall be his respective undivided Percentage Interest in the Common Elements. The decision of the independent appraisers shall be distributed to the Owners and become final unless within thirty (30) days after such distribution it is disapproved by a Majority of Owners. Each Owner's share shall be the ratio of the appraised value of his Percentage Interest to the aggregate appraised value of all Owners' Total Percentage Interests.

Section 13.2. Voluntary Termination. Pursuant to Section 27-31-130 of the Act, this Regime may also be waived, merged and terminated as a horizontal property regime, removing the Condominium Property from the provisions of this Master Deed and the Act, if the Owners of all of the Units and the record Mortgagees of all Mortgages upon the Units unanimously agree in a written instrument to termination. Implied approval will be assumed when a Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives written notice by certified or registered mail, return receipt requested. Upon termination, title to the real estate to be sold shall vest in the Association as trustee for the holders of all interests in the Units. Until all the real estate is sold and the proceeds thereof distributed, the Association shall continue in existence with all powers that it had before the

termination. Sales proceeds shall be distributed to the Owners and their Mortgagees in accordance with their Percentage Interests.

Section 13.3. Merger shall not Bar Another Regime. Pursuant to Section 27-31-140 of the Act, the waiver and merger of the Regime shall not bar the subsequent constitution of all or any portion of what was the Condominium Property into another horizontal property regime, in compliance with the Act.

ARTICLE XIV.

RIGHTS OF HOLDERS OF FIRST MORTGAGES

Section 14.1. Subordination of Lien for Assessments. The lien or claim against a Unit for unpaid Assessments or charges levied by the Association pursuant to this Master Deed or the Act shall be subordinate to (a) Assessments, liens and charges for taxes past due and unpaid on the Unit; and (b) payments due under duly recorded Mortgages affecting the Unit. A Mortgagee who obtains title to a Unit pursuant to foreclosure of the Mortgage or accepting a deed in lieu of foreclosure shall not be liable for such Unit's unpaid Assessments which accrue after the date of recording of the Mortgage and prior to the acquisition of title to such Unit by the Mortgagee and shall take the same free of such lien or claim for unpaid Assessments or charges, but only to the extent of Assessments or charges which accrue after the date of recording of the Mortgage and prior to the acquisition of title to such Unit by the Mortgagee (except for claims for a pro rata share of such prior Assessments or charges resulting from a pro rata reallocation thereof to all Units, including the Unit in which the Mortgagee is interested). No assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not a burden to a Mortgagee or a deed or assignment in lieu of foreclosure shall be collected or enforced by either the Board or the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Unit affected or previously affected by the Mortgage concerned (to the extent any such collection or enforcement would prejudice the interests of the Mortgagee or successor in title to the Mortgagee interested in such Unit).

Section 14.2. Priority as to Insurance Proceeds and Condemnation Awards. Nothing contained in this Master Deed shall give an Owner, or any other party, priority over any rights of a Mortgagee pursuant to its Mortgage in the case of a distribution to such Owner of insurance proceeds or Condemnation Awards for losses to or a taking of Units and/or Common Elements.

Section 14.3. Restrictions on Amendments. Subject to Section 12.1, no amendment to this Master Deed that has the effect of diminishing the rights, protection or security afforded to Mortgagees shall be accomplished or effective unless all of the Mortgagees of the individual Units have given their prior written approval to such amendment.

ARTICLE XV.

ADMINISTRATION BY DECLARANT

Section 15.1. Interim Management and Administration. Until such time as control is turned over to the Association, all references to Association shall mean Declarant. Until such

time as the Association begins to function, Declarant shall be responsible for the administration of the Regime and the Association, and until such time, shall have all the duties and powers of the Association, including those of the Board and the Association Manager, as specified in this Master Deed and the By-Laws. Declarant may employ or secure an Association Manager who shall be entitled to reasonable compensation for its services until control and selection of an Association Manager is turned over to the Association.

Section 15.2. Turnover of Accounts. At such time as the affairs of the Regime are turned over to the Association, Declarant shall turn over the books, records and accounts concerning the affairs of the Regime which are in Declarant's possession to the Association. All such books, records and accounts shall be balanced, reconciled and in good order.

ARTICLE XVI.

CONDEMNATION

Section 16.1. Condemnation. If at any time or times during the continuance of this Property, pursuant to this Master Deed, all or any part of the Condominium Property shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article XVI shall apply. A voluntary sale or conveyance of all or any part of the Condominium Property in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain.

Section 16.2. Representation. The Association shall represent the Owners in any condemnation proceedings with any condemning authority in regards to condemnation proceedings involving any part of the Condominium Property. Upon receipt of notification of such proceedings, each Owner shall appoint the Association as attorney-in-fact for such purpose.

Section 16.3. Proceeds. All compensation, damages and other proceeds resulting from any such taking by power of eminent domain (the "Condemnation Award") shall be made payable to the Association and shall be distributed by the Association as herein provided.

Section 16.4. Complete Taking. In the event the entire Property is taken by power of eminent domain, condominium ownership pursuant hereto shall terminate, and the Condemnation Award shall be allocated among and distributed to the Owners in proportion to their respective Total Percentage Interest. Such distribution shall be made by check payable jointly to the respective Owners and their respective Mortgagees, as appropriate.

Section 16.5. Partial Taking. In the event less than the entire Condominium Property is taken by power of eminent domain, the following shall occur:

16.5.1. Allocation of Award. As soon as practicable, the Association shall, reasonably and in good faith, apportion the Condemnation Award between compensation, severance damages or other proceeds, and shall allocate such apportioned amounts and pay the same to the Owners as follows:

16.5.1.1. The total amount apportioned to the taking of or injury to the Common Elements shall be allocated among and distributed to all Owners

(including Owners whose entire Units have been taken) in proportion to their respective Total Percentage Interests;

16.5.1.2. The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Units that have not been taken, in proportion to their respective Total Percentage Interests;

16.5.1.3. The respective amounts apportioned to the taking of or injury to a particular Unit shall be allocated and distributed to the Owner of such Unit;

16.5.1.4. The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

16.5.1.5. Notwithstanding the foregoing, if apportionment or allocation is already in effect by negotiation, judicial decree, statute or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable; and

16.5.1.6. Distribution of allocated proceeds shall be made by check payable jointly to individual Owners and their respective Mortgagees, as appropriate.

16.5.2. Continuation and Reorganization. If less than the entire Property is taken by power of eminent domain, condominium ownership pursuant hereto shall not terminate but shall continue. If any partial taking results in the taking of an entire Unit, the Owner thereof shall cease to be a member of the Association. The Association shall reallocate the voting rights and the undivided interest in the Common Elements appurtenant to such Unit in accordance with the Act and pursuant to this Master Deed.

16.5.3. Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by the provisions specified in Section 8.1 for cases of damage or destruction.

ARTICLE XVII.

MISCELLANEOUS

Section 17.1. Application. All Owners, Occupants, or any other persons that may in any manner use the Condominium Property or any part thereof, shall be subject to the Act and to this Master Deed and the By-Laws.

Section 17.2. Compliance. Each Owner shall comply strictly with the By-Laws and with the Rules and Regulations and all applicable laws and regulations, 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 Unit of such Owner. Failure to comply with any of the same shall be grounds for an action to require compliance maintainable by the Manager or the Board on behalf of the Association.

Section 17.3. 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 17.4. Conflicts. This Master Deed is intended to comply with the requirements of the Act and, in the event that any of the provisions of this Master Deed conflict with the provisions of the Act, the Act shall control and the conflicting provisions of this Master Deed will be automatically amended accordingly.

Section 17.5. Interpretation and Severability. The invalidity of one or more provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof.

Section 17.6. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or proscribe the scope of this Master Deed or the intent of any provision hereof.

Section 17.7. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and the neuter and the singular and the plural whenever the context requires or permits.

Section 17.8. Effective Date. This Master Deed shall take effect upon recording in the Register of Deeds Office.

Section 17.9. Venue and Jurisdiction. All disputes concerning the interpretation or application of this Master Deed shall be litigated in the courts of South Carolina, which courts shall be the exclusive venue for such disputes, and shall have exclusive jurisdiction over all matters arising from this Master Deed.

ARTICLE XVIII.

ENFORCEMENT

Section 18.1. Actions by the Association. In addition to and not in lieu of the other remedies for default provided in this Master Deed, the Board may restrict or terminate the right to the use of any Recreational Amenities by any Owner in default under any of the terms and provisions of the Master Deed by any Owner, or by any Occupant of the defaulting Owner, including but not limited to the failure to pay any Assessment due in a timely manner. Furthermore, Declarant, the Association, or the Board acting on its behalf, shall have the right, in addition to any other remedies provided for in this Master Deed, to bring a civil action against any Owner to enforce any obligation, covenant, condition or restriction set forth in the Regime Documents or an injunction to enjoin violation of this Master Deed. Prior to the use of any summary abatement remedies specified in this Master Deed, the party seeking to use such remedies must first institute judicial proceedings before any Improvements or items of construction can be altered or demolished.

Section 18.2. Actions by an Owner. An Owner may also bring a civil action against any other Owner, or against the Association, or against the Board, or any one or more of them, to enforce any obligation, covenant, condition or restriction set forth in this Master Deed.

Section 18.3. Arbitration. Notwithstanding anything else contained herein, each and every claim and cause of action arising out of or related in any way to the design, construction, sale, maintenance, habitability of, or condition of any Unit or any Common Area that is asserted by (i) any person or entity that now has or hereafter acquires any interest in a Unit, (ii) the Declarant, (iii) the Association, (iv) any person or entity that has previously or hereafter supplies (directly or indirectly) labor, materials, design services, equipment or other things of value in connection with the construction or maintenance of any Unit or the Common Area, or (v) any heir, successor, delegate or assignee of any of such persons or entities, shall be resolved by final and binding arbitration before a panel of three arbitrators pursuant to the Rules of the South Carolina Arbitration Act, as modified herein. The arbitration hearing shall be conducted in Columbia, South Carolina. All claims and causes of action of all persons and entities entitled to enforce (or bound by) this arbitration provision shall be asserted in a single arbitration proceeding, and multiple parties may be joined in the arbitration proceeding so that all disputes may be resolved in one forum. No claim or cause of action may be asserted that would be barred by the statute of limitations or the statute of repose.

In any arbitration proceeding, requests for production of documents may be served by each party, and non-privileged, responsive documents that would be discoverable under Rule 34 of the Federal Rules of Civil Procedure (were the claims and causes of action being asserted in United States District Court) shall be produced. Depositions may be taken as allowed by the arbitration panel, which panel shall reasonably limit the number of depositions in order to avoid unnecessary or excessive expense, delay, or harassment.

The arbitration panel shall issue a written decision identifying with specificity each claim or cause of action asserted or resolved in any arbitration, and the legal principles of res judicata and collateral estoppel shall be applicable to any arbitration award. Any arbitration award may be confirmed and enforced in any court of jurisdiction.

This arbitration provision is expressly intended to benefit and be enforceable by each person and entity referenced in subparagraphs (i) - (v) above whether or not such person or entity is bound by this arbitration provision. Any attempt by any such person or entity to enforce this arbitration provision shall constitute conclusive consent to be bound hereby.

The prevailing party in any such arbitration action shall be entitled to his court costs, all arbitration costs, and reasonable attorneys' fees to be paid by the non-prevailing party(ies) as fixed by the arbitration panel, including, but not limited to, reasonable attorneys' fees and related arbitration costs incurred in the arbitration proceeding.

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IN WITNESS WHEREOF, Declarant has caused this Master Deed to be executed by its duly authorized member as of the signature date of the Declarant below.

DECLARANT:

**THE LOFTS AT PRINTERS SQUARE,
LLC**, a South Carolina limited liability
company

WITNESSES:

Niki P. Woods
R. M. Ligon

By: Dan Ligon
Name: DAN LIGON
Title: Authorized member
Date: 6-14-2011

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

ACKNOWLEDGMENT

I, Niki P. Woods, Notary Public for the State of South Carolina hereby certify that The Loft at Printers Square, LLC, a South Carolina limited liability company, by Dan Ligon, its Authorized Member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 14th day of June, 2011.

Niki P. Woods (NOTARY SEAL)
Notary Public for South Carolina
My Commission Expires: My Commission Expires
August 12, 2020

CONSENT OF MORTGAGEE

SCBT, N. A, formerly South Carolina Bank and Trust Company, N.A., the holder of that certain Real Estate Mortgage dated April 18, 2008, recorded on April 23, 2008 in the Richland County, South Carolina Register of Deeds (the "Recording Office"), in Book 1422, Page 3505 (the "Mortgage"), as amended hereby consents to the execution and delivery of the foregoing Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME (the "Master Deed"), and to the filing thereof, in the Recording Office, and further subject and subordinate the above-described Mortgage to the provisions of the foregoing Master Deed.

IN WITNESS WHEREOF, by its authorized officer, and the undersigned beneficiary and trustee have caused this Consent to be executed this 5 day of JULY, 2011.

WITNESSES

Russell W. Worrell
Michelle Crane

SCBT, N.A. formerly SOUTH CAROLINA BANK AND TRUST COMPANY, N.A.

By: *Jane C. Brissette*
Name: Jane C. Brissette
Title: Sr. Vice President

STATE OF SOUTH CAROLINA
COUNTY OF Richland

ACKNOWLEDGMENT

I, Michelle Crane, Notary Public for the State of South Carolina hereby certify that SCBT, N.A. formerly South Carolina Bank and Trust, N.A. by Jane C. Brissette, its Sr. Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 5 day of JULY, 2011.

Michelle Crane (NOTARY SEAL)
Notary Public for South Carolina
My Commission Expires:
My Commission Expires May 1, 2016

EXHIBIT A
(LEGAL DESCRIPTION OF THE LAND)

All that certain, piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being more particularly shown and designated as "AREA = 0.29 AC. OR 12,744 SQ. FT.", as shown on plat of "Boundary Survey Prepared for Lofts at Printers Square, LLC, City of Columbia, Richland County, South Carolina", prepared for Declarant by Henry A. Shumpert, SCPLS # 19886, dated June 8, 2011.

ELECTRONICALLY FILED - 2022 Dec 13 5:01 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4006509

EXHIBIT B
BY-LAWS
&
ARTICLES OF INCORPORATION

BY-LAWS
OF
THE LOFTS AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME, LOCATION, AND PURPOSE

Section 1.1. Name. The name of the non-profit corporation is THE LOFTS AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC. (the "Association").

Section 1.2. Location. The principal office of the Association shall initially be located in Richland County, South Carolina at 530 Lady Street, Columbia, South Carolina 29201. The registered office of the Association may be, but need not be, identical with the principal office.

Section 1.3. Purpose. The purpose for which the Association is organized is to function as the council of co-owners as defined by The South Carolina Horizontal Property Act §27-31-10, et seq., South Carolina Codes of Laws 1976, as amended (the "Act") for the Owners of Units in the horizontal property regime established by that certain Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens of The Lofts at Printers Square Horizontal Property Regime (as supplemented and amended, from time to time, the "Master Deed") executed by The Lofts at Printers Square, LLC ("Declarant") and recorded, or to be recorded, in the Office of the Register of Deeds, Richland County, South Carolina ("Register of Deeds Office"), to provide services to the Owners, manage and maintain the Common Areas and administer and enforce all covenants and restrictions dealing with the Condominium Property, and any other purposes allowed by law.

ARTICLE II

DEFINITIONS

All capitalized terms when used in these By-Laws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in the Master Deed.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.1. Annual Meetings. The first annual meeting of the Owners ("Members") shall be held in accordance with the provisions of the Master Deed, and each subsequent regular annual meeting of the Members shall be held as determined by the Board, in its sole discretion. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 3.2. Special Meeting. Special meetings of the Members may be called at any time by the President of the Association, by the Board, or upon the written request of the Members pursuant to South Carolina law.

Section 3.3. Place of Meetings. All meetings of the Members shall be held at such place within Richland County, South Carolina, as determined by the Board, from time to time.

Section 3.4. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for notice purposes (or by hand-delivery if the Member's designated address is the Member's Unit). The notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 3.5. Voting Rights. The voting rights of the Members shall be appurtenant to the ownership of Units in proportion to their Percentage Interest. A majority of the Board is hereby irrevocably appointed as agent and attorney-in-fact for all of the Members to vote their interests at all meetings of the Members, unless an Owner is present or has filed a proxy.

Section 3.6. Declarant Control Period. Declarant shall have the right to appoint the members of the Board until the Turnover Date.

Section 3.7. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, or a majority of the Board authorized pursuant to Section 3.5 to cast, twenty percent (20%) of the votes appurtenant to the Units shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Master Deed, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.8. Proxies. At all meetings of Members or any Member Group, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association prior to the scheduled meeting. Every proxy shall be revocable by the grantee and specific to the meeting or vote it is intended for and/or utilized at.

Section 3.9. Action by Members. Except as provided otherwise in the Articles of Incorporation, the Master Deed or these By-Laws, any act or decision approved by a majority vote of all votes entitled to be cast by all Members, present or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, shall be regarded as the act of the Members. Notwithstanding any term or provision herein, the affirmative vote of no less than two-thirds (2/3) of all votes entitled to be cast by all Members shall be required in order for the Association to (a) file a complaint, on account of an act or omission of Declarant, with any

governmental agency which has regulatory or judicial authority over the Regime or any part thereof, or (b) assert a claim against or sue Declarant.

Section 3.10. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any such meeting shall constitute a waiver of notice by such Member of the time and place thereof, except where such Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all of the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 3.11. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

Section 3.12. Class Voting Prohibited. Class voting is expressly prohibited under these By-Laws.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1. Number. Prior to the Turnover Date, a Board of three (3) Directors shall be appointed by Declarant. The Directors appointed by Declarant do not need to be Members of the Association. The Board shall manage the business and affairs of the Association. At the first annual meeting of the Members following the Turnover Date, a Board of three (3) Directors shall be elected in accordance with Section 4.4 and Section 4.5.

Section 4.2. Initial Directors.

- 4.2.1 The initial Board shall be appointed by Declarant. The initial Board shall serve from the date upon which the Master Deed is recorded in the Register of Deeds Office, until such time as their successors are duly appointed in accordance with Section 4.1, or duly elected and qualified as described in Section 4.4 and Section 4.5.

Section 4.3. Nomination. Subject to Section 4.1, nominations for the first election of the Board after the Turnover Date shall be made (a) by any Member by written nomination, and/or (b) from the floor at a meeting of the Members. After such first election of Directors, the Board in its discretion may establish a nominating committee for nominations for election to the Board, but nominations may also be made from the floor at the annual meeting.

Section 4.4. Election. After the Turnover Date, the Board shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the

provisions of the Articles of Incorporation, these By-Laws and the Master Deed. Subject to the terms of this ARTICLE IV, the persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.5. Term of Office. Each Director shall hold office for the term for which such Director was elected, or until his or her death, resignation, retirement, removal, disqualification or until his or her successor is elected and qualified. At the first election of Directors following the Turnover Date, the Members shall elect three (3) Directors. The Member who receives the most votes shall serve for a three (3) year term. The Member who gets the next highest number of votes shall serve for a two (2) year term. The Member receiving the next highest number of votes shall serve for a one (1) year term. Votes shall be tallied at the meeting at which they are cast and, in the event of a tie vote, a run-off election shall be conducted at the same meeting. After the initial election of Directors, each Director shall thereafter serve for a three (3) year term. Any Director may be elected for an unlimited number of successive terms.

Section 4.6. Removal. Subject to Section 4.1, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, retirement, disqualification or removal of a Director, such Director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. The Members may elect a Director at any time to fill any vacancy not filled by the remaining members of the Board.

Section 4.7. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties as a Director pre-approved in writing by the Board.

ARTICLE V

MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Meetings of the Board shall be held on a regular basis as often as the Board sees fit, but no less often than annually, on such days and at such place and hour as may be fixed from time to time by resolution of the Board. If the meeting falls upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 5.2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4. Informal Action by Directors. Action taken by a majority of the Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5.5. Chairman. A Chairman of the Board shall be elected by the Directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board and serve until a new President is elected.

Section 5.6. Liability of the Board. The members of the Board shall not be liable to the Members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Members shall indemnify, defend and hold harmless each of the Directors against all contractual liability to others arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or these By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are also Members.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board, for the benefit of the Members, shall have the following specific powers and rights (without limitation, however, with respect to any other powers and rights which the Board may possess under South Carolina law or under the Master Deed):

- 6.1.1 To adopt and publish rules and regulations governing the use of the Common Elements and facilities and the personal conduct of the Members and their families, guests and invitees thereon, and to establish penalties for the infraction or violation thereof;
- 6.1.2 To suspend any Member's voting rights and right to use the Common Elements during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended (after notice) for infraction or violation of published rules and regulations;
- 6.1.3 To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Master Deed;
- 6.1.4 To declare the office of a Director to be vacant in the event such Director is absent from three (3) consecutive regular meetings of the Board;

- 6.1.5 To employ an Association Manager, an independent contractor, or such other employee(s) as the Board deems necessary, to prescribe their duties, and to assign and/or delegate Board powers and responsibilities to them pursuant to a written Management Agreement or other like written agreement;
- 6.1.6 To grant all necessary easements and rights-of-way upon, over, under and across the Common Elements when it deems such action to be necessary and appropriate, including, but not limited to, easements for the installation and maintenance of electrical, telephone, cablevision, water, sanitary sewer, natural gas, and other utilities or drainage facilities, provided, however, until such time as Declarant no longer owns any portion of the Condominium Property, the Board may not grant such an easement or right-of-way without the prior written approval of Declarant;
- 6.1.7 To appoint and remove all officers, agents and employees of the Association, prescribe their duties, set their compensation and require of them such security or fidelity bonds as it may deem expedient;
- 6.1.8 To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters relating to the Common Elements and/or the Association and to enter into the Parking License Agreement and modifications thereto and replacements thereof ;
- 6.1.9 To retain the services of legal, accounting and other professional firms;
- 6.1.10 To employ or retain the services of architects, engineers, landscape designers, or other qualified persons to serve on or advise the Association;
- 6.1.11 To maintain contingency reserves for the purposes set forth in the Master Deed;
- 6.1.12 To enforce the provisions of the Master Deed and any amendment or supplement thereto and any rules or regulations made hereunder or thereunder;
- 6.1.13 To levy Assessments as more particularly set forth in the Master Deed; and
- 6.1.14 To take any and all other actions, and to enter into any and all other agreements, as may be necessary for the fulfillment of its obligations under the Master Deed or these By-Laws.

After the Turnover Date, the Board shall not be authorized or obligated to initiate, and the Association shall not initiate, any judicial or administrative proceeding, including arbitration proceedings, unless first approved by a seventy-five percent (75%) affirmative vote of the Owners, except that no such approval shall be required for actions or proceedings: (1) initiated to enforce the provisions of the Master Deed, these By-Laws, or any Rules and Regulations; (2) initiated to challenge property taxation or condemnation proceedings; (3) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it. This paragraph shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

Section 6.2. Duties. The Board, for the benefit of the Members, shall have the following specific duties (without limitation of other duties the Board may have):

- 6.2.1 To maintain current copies of the Master Deed, these By-Laws and other rules concerning the Regime, as well as Association books, records and financial statements, available for inspection upon reasonable notice and during normal business hours by all Owners, Mortgagees and insurers and guarantors of Mortgages that are secured by Units;
- 6.2.2 To supervise all officers, agents and employees of the Association to ensure that their duties are properly performed;
- 6.2.3 As more fully provided in the Master Deed:
 - 6.2.3.1 To set the amount of the Assessments;
 - 6.2.3.2 To send written notice of each Assessment to every Owner subject thereto before its due date; and
 - 6.2.3.3 To foreclose the lien against any Unit for which Assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same;
- 6.2.4 To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid, which certificate shall be conclusive evidence of such payment;
- 6.2.5 To procure and maintain adequate liability insurance covering the Association and the Directors and officers thereof and adequate hazard insurance on the Common Elements, all in accordance with the Master Deed;
- 6.2.6 To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate, in accordance with the Master Deed;

- 6.2.7 To maintain or cause to be maintained, repaired or replaced the Common Elements in accordance with the Master Deed, and to maintain or cause to be maintained, repaired or replaced the Additional Parking Area in accordance with the Parking License Agreement and to prepare, adopt and generally adhere to operations and maintenance guidelines for the operation and maintenance of the Common Elements, Additional Parking Area and other facilities; and
- 6.2.8 To maintain or cause to be maintained any sidewalks, paths or boardwalks within the Condominium Property and within the adjoining street rights of way to the extent not maintained by a governmental authority.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 7.1. Officers. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The Board shall elect each officer of the Association and each shall hold office for one (1) year or until his or her death, resignation, retirement, removal, disqualification, or his or her successor is elected and qualifies.

Section 7.4. Special Officers. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The same person may hold the offices of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 7.4.

Section 7.8. Compensation. No officer shall receive any compensation for acting as an officer from the Association.

Section 7.9. Duties. The duties of the officers are as follows:

- 7.9.1 President - The President shall be the chief executive officer of the Association and, subject to the control of the Board, shall supervise and control the management of the Association. The President shall perform the following duties: (a) preside at all meetings of the Board; (b) see that orders and resolutions of the Board are carried out; (c) sign all leases, mortgages, deeds and other written instruments; and (d) co-sign all checks and promissory notes.
- 7.9.2 Vice President - The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise such authority and perform such other duties as required by the Board.
- 7.9.3 Secretary - The Secretary shall perform the following duties: (a) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; (b) keep the corporate seal of the Association and affix it on all documents or papers requiring the corporate seal; (c) serve notice of meetings of the Board and of the Members; (d) keep appropriate current records showing the Members of the Association, together with their addresses; and (e) perform such other duties as required by the Board.
- 7.9.4 Treasurer - The Treasurer shall perform the following duties: (a) receive and deposit in appropriate bank accounts all monies of the Association; (b) disburse such funds as directed by resolution of the Board; (c) sign all checks and promissory notes of the Association; (d) keep proper books of account; (e) prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting; and (f) perform such other duties as required by the Board.

ARTICLE VIII

COMMITTEES

The Board may appoint committees as it deems appropriate, from time to time, in carrying out its purposes.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association, the Master Deed, Articles of Incorporation and these By-Laws shall at all times, upon reasonable notice and during reasonable business hours, be subject to inspection by any Member and by any Eligible Mortgagee as defined in Section 12.1 of the Master Deed.

ARTICLE X

ASSESSMENTS

As more particularly described in the Master Deed, each Member is obligated to pay Assessments to the Association. Any Assessments which are not paid when due shall be delinquent. If an Assessment is not paid by its due date, as set forth in the Master Deed, the Assessment shall bear interest as provided therein. Any late charges, costs of collection and reasonable attorneys' fees related to any such delinquent Assessment may be added to the amount of such Assessment. No Member may waive or otherwise escape liability for the Assessments provided for herein by non-use or abandonment of its Unit.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME - S.C.

ARTICLE XII

AMENDMENTS

Section 12.1. Reserved Right of Declarant to Amend. Declarant reserves the right to unilaterally amend these By-Laws at any time prior to the Turnover Date without the consent of any Member or Members, for the following purposes: (a) to amend, delete or make additions to the By-Laws in order to cause the same to conform to the Master Deed; (b) to cure any ambiguity or to correct or supplement any provisions that are defective, missing or inconsistent with any other provisions thereof; and (c) to facilitate the granting or creation of easements over the Condominium Property or any portion thereof, or any adjacent land, in order to provide access or utility services or other necessary services or rights in the sole discretion of the Declarant. Declarant also reserves the right to amend the By-Laws to correct any typographical errors or scrivener's errors and/or to comply with any governmental or regulatory requirements, without obtaining the consent or approval of the Members, their Eligible Mortgagees, or any other Person.

Section 12.2. Association Amendments. Any amendments to these By-Laws, except as herein expressly provided to the contrary, will be proposed by the Board in accordance with the following procedure:

12.2.1 Notice. Notice of the subject matter of the proposed amendment or amendments will be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered.

12.2.2 Adoption. The By-Laws may be amended at any time and from time to time at a meeting of the Association called in accordance with these By-Laws and the Master Deed upon the vote of the Members holding at least sixty-seven percent (67%) of the Percentage Interests.

12.2.3 Approval of the Declarant. No amendment of these By-Laws in derogation of any right reserved or granted to the Declarant by provisions of these By-Laws or the Master Deed or of Declarant's sales, rental, or marketing efforts may be made without the written approval of the Declarant.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall be the calendar year and shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Master Deed and these By-Laws, the Master Deed shall control.

ARTICLE XIV

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Neither Declarant, nor any Member, nor the Board, nor the Association, nor any officers, Directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their Directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or entity making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

The Association shall indemnify (a) any Director or officer of the Association, (b) any former Director or officer of the Association, or (c) any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against any loss, cost, expense, damage, liability, claim, action or cause of action (including reasonable attorneys' fees) actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened pending or completed action, suit or proceeding (whether civil or criminal) in which he or she is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnifications provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of Members or any disinterested Directors or otherwise and shall continue as to any person who has ceased to

be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the Association's request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify against such liability.

The Association's indemnity of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his or her behalf by the Association, or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this ARTICLE XIV, or elsewhere in these By-Laws, shall operate to indemnify any Director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

14th These By-Laws were adopted by the undersigned incorporator of the Association on the day of June, 2011.

THE LOFTS AT PRINTERS SQUARE, LLC

By: Dan Ligon
Name: DAN LIGON
Title: authorized member

ELECTRONICALLY FILED - 2022 Dec 13 5:01 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4006509

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

JUL 05 2011


SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT ORGANIZATION
ARTICLES OF INCORPORATION

1. The name of the nonprofit corporation is The Loft at Printers Square Condominium Association, Inc.

2. The initial registered office of the nonprofit corporation is 1201 Main St Suite 1450
Columbia, SC 29201

The name of the registered agent of the nonprofit corporation at that office is Ed Bignon.

3. Check (a), (b), or (c) whichever is applicable. Check only one box.

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

4. Check (a) or (b), whichever is applicable:

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

5. The address of the principal office of the nonprofit corporation is 530 Lady Street,
Columbia, South Carolina 29201.

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

- a. ☐ Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, of the government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the court of common pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

- b. ☐ Upon dissolution of the corporation, consistent with law, the remaining

AB 1467870v2

110705-0132
LOFT AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION,
FILED: 07/05/2011
Filing Fee: \$25.00 ORIG
Mark Hammond
South Carolina Secretary of State

ELECTRONICALLY FILED - 2022 Dec 13 5:01 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4006509

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assets of the corporation shall be distributed to:

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

a. ☒ Upon dissolution of the mutual benefit corporation the [remaining] assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b. ☐ Upon dissolution of the mutual benefit corporation the [remaining] assets, consistent with law, shall be distributed to:

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

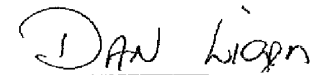
FOR A DETAILED DESCRIPTION AND EXPLANATION OF THE POWERS OF THE LOFTS AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC. AND OF ITS MEMBERSHIP, REFERENCE IS HEREBY MADE TO THE MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME AND TO THE BY-LAWS OF THE LOFTS AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC.

9. The name and address (with zip code) of each incorporator is as follows (only one is required): The Lofts at Printers Square, LLC, P.O. Box 2363, Columbia, South Carolina 29202
10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

Signature of director (only if named in articles)

11. Each incorporator must sign the articles.

The Lofts at Printers Square, LLC



Dan Ligon,

President

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF CORRECTION

TYPE OR PRINT CLEARLY IN BLACK INK.

The following information is submitted pursuant to Section 33-1-240 of the 1976 South Carolina Code of Laws, as amended:

1. The name of the corporation is The Loft At Printers Square Condominium Association, Inc.

2. That on July 5, 2011 ☒ the corporation filed (fill out whichever is applicable):

a. ☐ The following described document:

Nonprofit Organization Articles of Incorporation

b. ☐ The attached document (attach copy of the document):

3. That this document was incorrect in the following manner:

The name of the corporation was incorrect, in that the "S" was not in the word "Lofts"

4. That the incorrect matters stated in Paragraph 3 should be revised as follows:

The name of the corporation should be corrected to read

THE LOFTS AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC.

Date

7-6-2011

The Lofts at Printers Square
Condominium Association, Inc.

Name of Corporation

Dan Ligon

Signature

DAN LIGON

Type or Print Name and Office

president

The State of South Carolina



Office of Secretary of State Mark Hammond

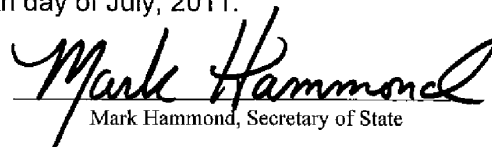
Certificate of Incorporation, Nonprofit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

LOFT AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC. THE, a nonprofit corporation duly organized under the laws of the State of South Carolina on July 5th, 2011, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great
Seal of the State of South Carolina this
5th day of July, 2011.


Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

EXHIBIT C
PERCENTAGE INTERESTS

<u>UNIT #</u>	<u>BASIC VALUE**</u>	<u>PERCENTAGE INTEREST</u>
Commercial Suite A	\$1,828.21	5.4094
Commercial Suite B	1,828.21	5.4094
Residential Unit 201	2,668.20	7.8947
Residential Unit 202	2,668.20	7.8947
Residential Unit 203	2,767.02	8.1871
Residential Unit 204	2,767.02	8.1871
Residential Unit 301	2,668.20	7.8947
Residential Unit 302	2,668.20	7.8947
Residential Unit 303	2,767.02	8.1871
Residential Unit 304	2,767.02	8.1871
Residential Unit 401	2,915.26	8.6258
Residential Unit 402	2,618.79	7.7486
Residential Unit 403	2,865.84	8.4796
TOTAL	\$33,797.19	100%

(**NOTE : "Basic Value" as shown herein is set forth for the sole purpose of complying with the provisions of the Act regarding how to establish Percentage Interests. It does not relate to actual square footage of the Unit or actual value of the Unit . If a Unit is subdivided pursuant to the Master Deed, the Percentage Interest for the resulting Units shall be allocated in the same proportion as the interior square footage of each resulting Unit bears to the interior square footage of the subdivided Unit(s). Declarant shall have authority to correct any obvious mathematical error in calculation of Percentage Interests.)

EXHIBIT D
FLOOR PLANS AND ELEVATIONS



overstreet lofts & bungalows
designs for urban living
a joint venture of
overstreet studio & johnston design group

Overstreet Lofts
& Bungalows, LLC

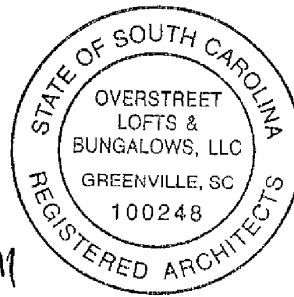
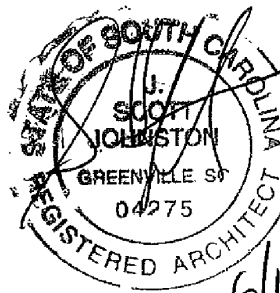
SUITE 125
ONE AUGUSTA STREET
GREENVILLE, SC
29601
PH: 864.250.0701
FX: 864.250.0306

johnstondesigngroup.com

Architect's Certification

Re: 0542OB The Lofts at Printers Square

Pursuant to S. C. Code Ann. § 27-31-110 (2010), I certify that the Regime plans described in the attached Exhibit "C" and the written description of 11 residential Apartments and 2 commercial Apartment area in Lofts at Printers Square Horizontal Property Regime, (situate upon real estate described in the attached Exhibit "A"), fully depict the layout, dimensions, location, area and number identification of the Apartments and the General and Limited Common Elements of the Regime.



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**The Lofts at
Printers Square**

6/9/97 Horizontal Property
Regime Drawing

530 LADY ST.
COLUMBIA, SC 29201

OVERSTREET BUNKALOWS
A JOINT VENTURE OF
OVERSTREET STUDIOS & JERAMATH DESIGN GROUP
WITH DOK
254 LLOYD STREET
GREENSVILLE, SC
— 37601 —
PH: 864-280-0794
FAX: 864-280-0904
overstreetstudios.com

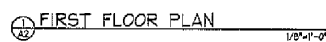
Revisions

[illegible]

Commission: 0342
Date: 6.10.11
Drawn By: WIM
Checked By: JSJ

SITE PLAN

A



GENERAL NOTES

THIS DRAWING GRAPHICALLY DEPICTS THE DIMENSIONS, AREA, AND LOCATION OF EACH APARTMENT AND OF COMMON AND LIMITED COMMON ELEMENTS ACCORDING TO THE SOUTH CAROLINA HORIZONTAL PROPERTY ACT (2010)

COMMON AREA LEGEND

	Limited Common Elements
	General Common Elements
	Vertical Utility Shaft (Limited Common Elements)

CLB
overstreet in 1958 & bungalow
remains for later living
with modern
kitchen & bath & new porch

**The Lofts at
Printers Square**

Horizontal Property Regim
Drawing

530 LADY ST.
COLUMBIA, SC 29201

OVERSTREET BUCKLEUPS
A JOINT VENTURE OF
OVERSTREET STUDIO & JOHANNET BARNHART GROUP
SUITE 301
316 LLOYD STREET
GREENVILLE, SC
27601
PH: 864.380.0701
FX: 864.320.0306
email: info@osbg.com

[illegible]

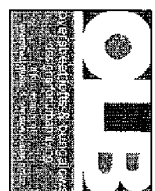
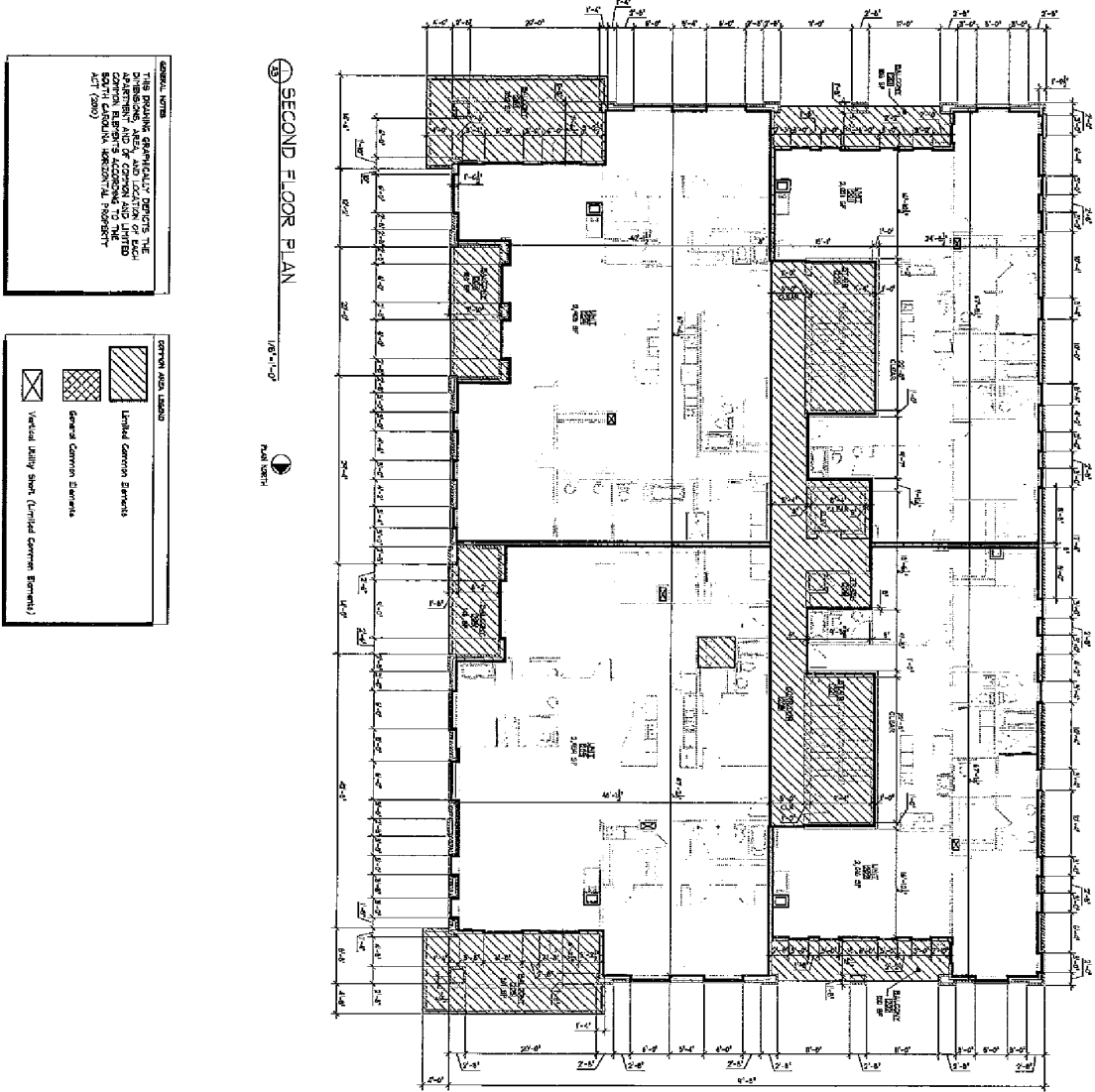
Contribution	0542
Date	6.10.1
Drawn By	HIM
Checked By	JSJ

FLOOR
PLAN

A2

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The Lofts at
Primers Square
Horizontal Property Regime
Drawing

5301 LANT ST.
COLUMBIA, SC 29811
OWNER: PRIMER SQUARE
ARCHITECT: JOHNSON DESIGN GROUP
DATE: 11/11/07
DRAWN BY: J. B. JOHNSON
CHECKED BY: J. B. JOHNSON
PROJECT NO.: 07070701

Revision	Description	Date	By	Check
1	Initial Design	11/11/07	J. B. JOHNSON	J. B. JOHNSON
2	Final Design	11/11/07	J. B. JOHNSON	J. B. JOHNSON
3	Final Design	11/11/07	J. B. JOHNSON	J. B. JOHNSON
4	Final Design	11/11/07	J. B. JOHNSON	J. B. JOHNSON
5	Final Design	11/11/07	J. B. JOHNSON	J. B. JOHNSON
6	Final Design	11/11/07	J. B. JOHNSON	J. B. JOHNSON
7	Final Design	11/11/07	J. B. JOHNSON	J. B. JOHNSON
8	Final Design	11/11/07	J. B. JOHNSON	J. B. JOHNSON
9	Final Design	11/11/07	J. B. JOHNSON	J. B. JOHNSON
10	Final Design	11/11/07	J. B. JOHNSON	J. B. JOHNSON

2040
Date: 6/10/11
Drawn By: JBJ
Checked By: JBJ
FLOOR
PLAN
A3



**The Lofts at
Printers Square**



530 LADY ST.
COLUMBIA, SC 29201

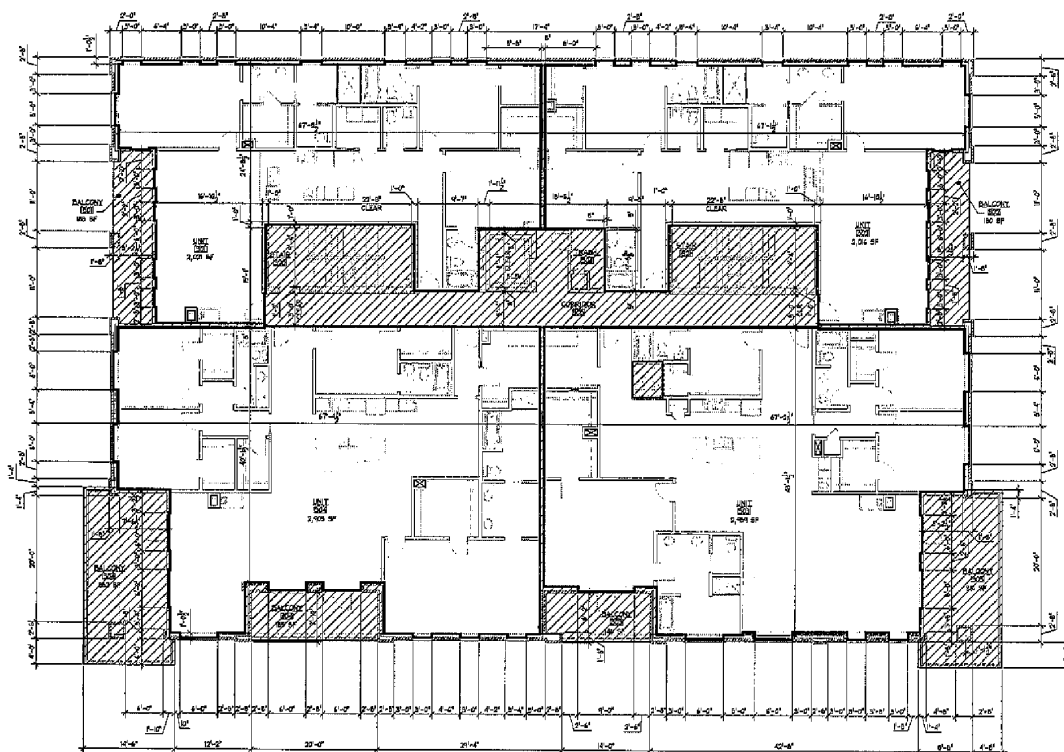
DIVESTMENT BUILDINGS
A JOINT VENTURE OF
DIVERSITY STUDIOS & JOHNSTON DESIGN GROUP
SUITE 201
314 LLOYD STREET
GREENVILLE, SC
TEL: 254.294.6200
FAX: 254.294.6201
CREATIVEDIVINGS.COM

[illegible]

Continuation 0542
Date 6, 10, 1
Drawn By HIM
Checked By: JSJ

FLOOR
PLAN

A



① THIRD FLOOR PLAN

 $10^3 \text{ mol}^{-1} \text{ s}^{-1}$ 

PLAN NORTH

GENERAL NOTES

THIS DRAWING GRAPHICALLY DEPICTS THE DIMENSIONS, AREA, AND LOCATION OF EACH APARTMENT AND OF COMMON AND LIMITED COMMON ELEMENTS ACCORDING TO THE SOUTH CAROLINA HORIZONTAL PROPERTY ACT (2010)

COTTON AREA LEADID



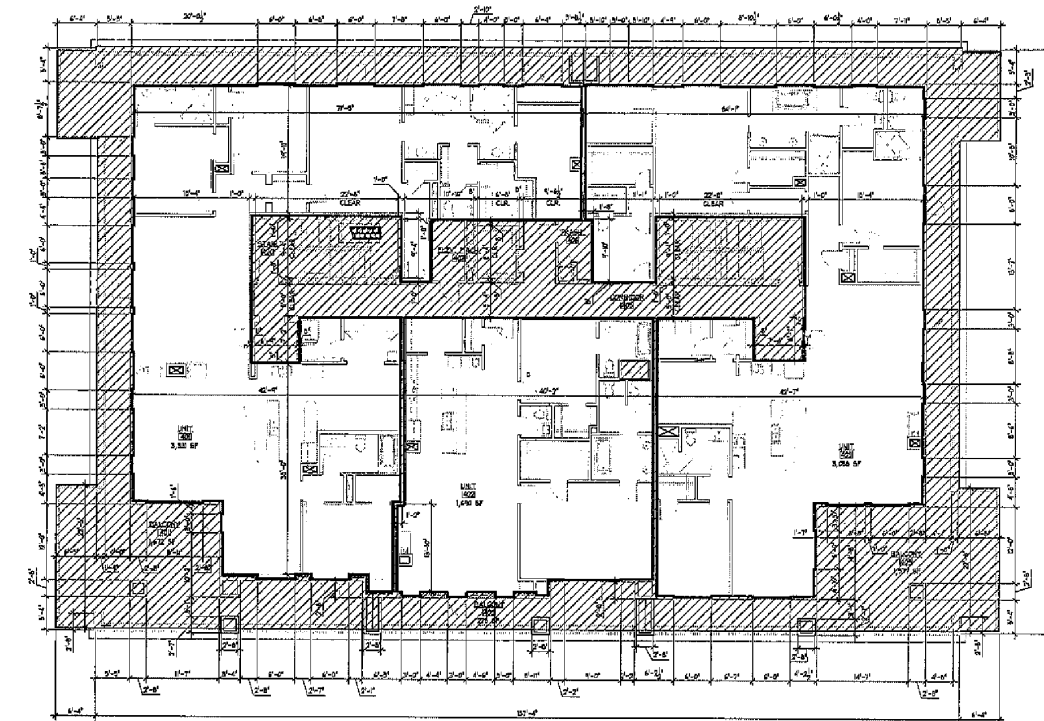
Limited Common Elements



General Common Elements



Vertical Utility Shaft (Limited Common Elements)



① FOURTH FLOOR PLAN
A5

$$1/B^2 = 1 - \alpha^2$$


GENERAL NOTES

COMMON AREA LEGEND

- 
 Limited Common Elements
- 
 General Common Elements
- 
 Vertical Utility Shaft (Limited Common Elements)

CLB
overstreet lofts & bungalows
perfect for your business
call today
1-800-451-1111

Horizontal Property Regime
Drawing

OVERSTREET BUNGALOWS
A JOINT VENTURE OF
OVERSTREET STUDIOS & JOHNSTON DESIGN GROUP

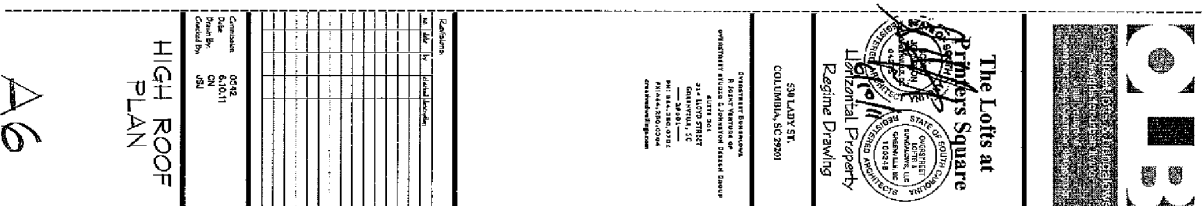
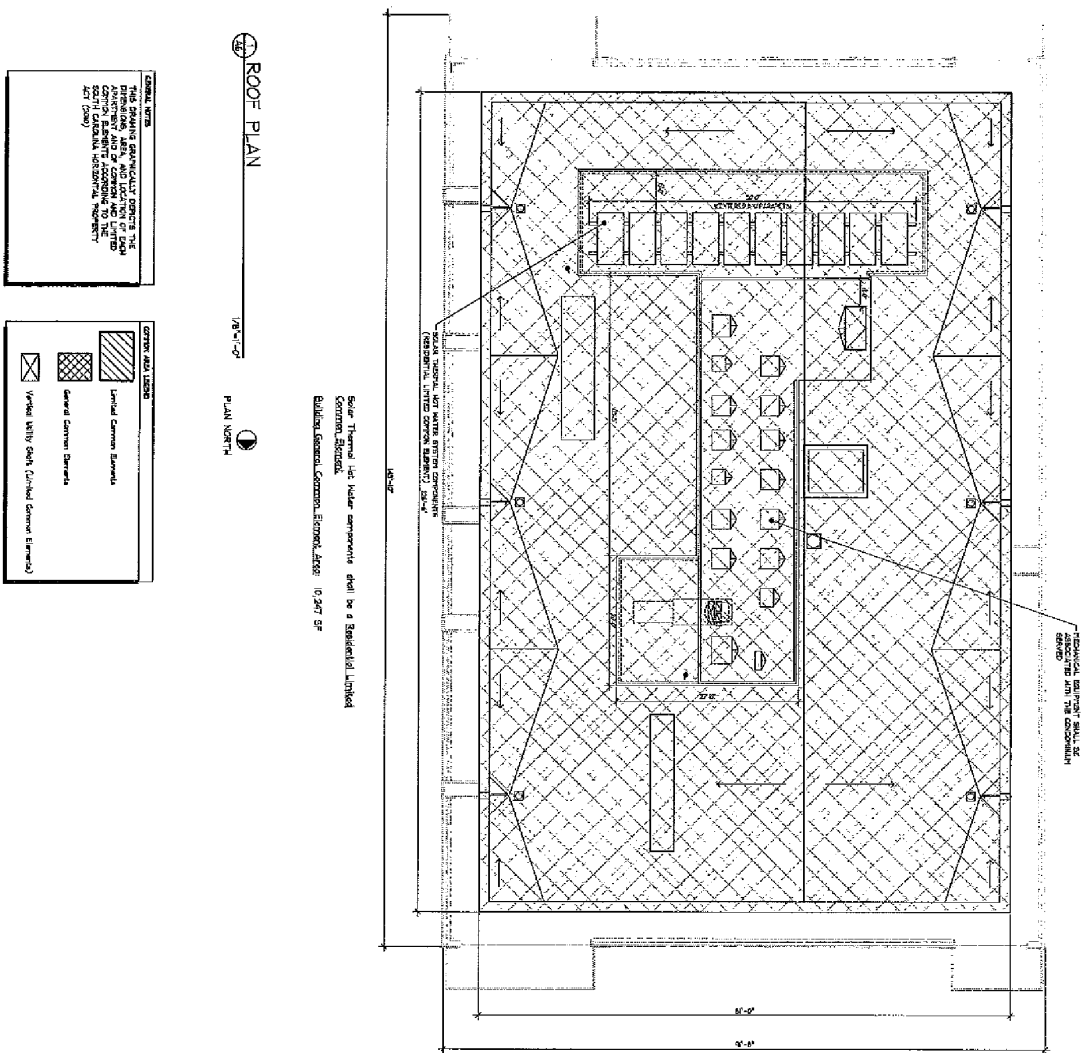
FOIPA b6
b7C
b7D
214 LLOYD STREET
GREENVILLE, SC
29601
PH: 864.280.6701
FAX: 864.280.0206
cra@svhschools.com

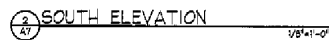
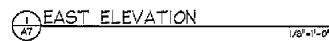
[illegible]

Cyrmacors	0542
Date:	6.10.11
Drawn By:	WIM
Checked By:	JSJ

FLOOR
PLAN

A5





CLB
oversize steel joists & bungalow
designs for urban living
call for plans
1-800-828-8282

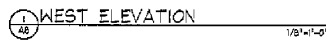
0745 STREET BUKERLOWS
 A JOINT VENTURE OF
 OVERSEAS STUDIOS & LONDONATION DESIGN GROUP
 FORTH 301
 314 LLOYD STREET
 GREENVILLE, SC
 --- 226-0111 ---
 PH: 644.360.0708
 FAX: 644.360.0206
 e/mar@weddingusa.com

Sl.	Part	By	Particulars
-----	------	----	-------------

Commission	0542
Date	6.10.11
Drawn By	4479
Checked By	JBL

EXTERIOR ELEVATIONS

A7



CLB
overstuffed bits & bungs
design for learning
100% cotton
machine washable

OVERSTREET BUNGLOWS
A JOINT VENTURE OF
STREET STUDIO & JOURNEYMAN DESIGN GROUP

[illegible]

A8

EXHIBIT E

PLAT



EXHIBIT F

ADDITIONAL PARKING AREA DESCRIPTION

All that certain, piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being more particularly shown and designated as "AREA = 0.22 AC. OR 9,651 SQ. FT.", as shown on plat of "Boundary Survey Prepared for Lofts at Printers Square, LLC, City of Columbia, Richland County, South Carolina", prepared for Declarant by Henry A. Shumpert, SCPLS # 19886, dated June 8, 2011.

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EXHIBIT "G"
PARKING LICENSE AGREEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) **PARKING LICENSE AGREEMENT**

THIS PARKING LICENSE AGREEMENT (“Agreement”) is made and entered into as of the 14 day of June, 2011 (“**Effective Date**”) by and between **THE LOFTS AT PRINTERS SQUARE, LLC (“Licensor”)** and **THE LOFT AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC. (“Licensee”)**.

Recitals

A. Licensor is the owner of certain real property and improvements comprised of approximately 0.22 acres in Columbia, South Carolina and more particularly described on **Exhibit A** attached hereto (the “**Property**”);

B. Licensee is the owners association for The Lofts at Printers Square condominiums (the “**Lofts Condos**”), which are situated on a property adjacent to the Property and are required by the City of Columbia (the “**City**”) to secure additional parking; and

C. Subject to the terms and conditions of this Agreement, Licensor wishes to grant Licensee a license to enter upon a portion of the Property, as more particularly set forth below.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of License.** Subject to Licensee’s compliance with all the terms and provisions of this Agreement, Licensor grants to Licensee a license (the “**License**”) to enter upon a portion of the Property for the sole purpose of using twenty-two (22) parking spaces (subject to adjustment pursuant to Section 6) located on the Property (as such parking spaces may be modified, relocated and/or eliminated by Licensor or Licensee from time to time in accordance with the terms of this Agreement) (the “**Parking Spaces**”), and for no other purpose. Licensee shall pay to Licensor One Dollar (\$1.00) in advance on or before January 1 of each year during the Term as payment for the License.

2. **Term.** The term of this Agreement (“**Term**”) shall commence as of the Effective Date and continue until the ninety-ninth (99th) anniversary of the Effective Date. If the Lease is not terminated in accordance with the terms of this Agreement it shall be automatically renewed for three additional (99) ninety-nine year periods.

3. **Termination.** This Agreement may be terminated by Licensor prior to the end of the Term with the prior written consent of the City.

4. **Use.** Licensee shall (a) not use the Property or the Parking Spaces for any purpose other than for ingress and egress to and from the Parking Spaces and for parking automobiles in the Parking Spaces; (b) comply with all rules and regulations promulgated now or in the future by Licensor with respect to the use and occupancy of the Property and/or the Parking Spaces; (c) not obstruct any entrances, driveways, exits, emergency vehicle access areas, drive-thru teller lanes, automated teller machine areas or night depository areas located on the Property; and (d) use its good

faith, best efforts to prevent any act from occurring on or about the Property which constitutes a nuisance or creates unpleasant or offensive noises or odors.

5. **Taxes.** Licensor shall promptly forward to Licensee any and all notices received by Licensor of real estate taxes, general and special assessments, sewer charges and all other governmental and quasi-governmental taxes, assessments, fees, charges and impositions ("**Taxes**") assessed against the Property. Licensee agrees to be responsible for payment of and to pay prior to delinquency any and all Taxes on the Property; provided that Licensor shall reimburse Licensee for the payment of any Taxes attributable to the construction or existence of any Licensor Improvements (as defined below).

6. **Construction/Development.** Licensor shall construct the Parking Spaces on the Property in accordance with all applicable laws and building requirements. If, at any time, the number of Parking Spaces required for the Lofts Condos by the City is reduced, Licensor may unilaterally reduce the number of Parking Spaces available to Licensee under this Agreement to a number no less than the required number of spaces. Notwithstanding anything in this Agreement to the contrary, Licensor may at any time and from time to time without the consent of the Licensee or the City (except as may otherwise be required pursuant to applicable laws and regulations) develop or construct any improvements it deems appropriate on the Property, including one or more buildings, and/or modify or reorganize the Parking Spaces so long as the number of Parking Spaces on the Property available to Licensee is not diminished. If Licensor elects to construct any such improvements on the Property other than the Parking Spaces (the "**Licensor Improvements**"), Licensor shall maintain such Licensor Improvements at its own expense.

7. **As Is.** Except for the obligation to construct the Parking Spaces pursuant to Section 6, Licensee hereby acknowledges and agrees that neither Licensor nor any of Licensor's agents, representatives or officers have made any representation or warranty, either express or implied, with regard to the condition of the Property or the Parking Spaces, or with regard to the suitability or fitness of the Property or the Parking Spaces for Licensee's intended use. Licensee further accepts the Property and the Parking Spaces in "**AS IS**" and "**WHERE IS**" condition, with all faults and defects (both known and unknown).

8. **Maintenance; Alterations.** Licensee shall, at its own expense, maintain the Property and the Parking Spaces in good order and repair; provided, however, if Licensor constructs any Licensor Improvements, Licensor shall be responsible for the maintenance of the Licensor Improvements. Licensor may also elect by written notice to Licensee to maintain the Property in its entirety, in which case Licensee shall reimburse Licensor for the expenses of such maintenance, including management fees to Licensor, attributable to the Parking Spaces within thirty (30) days of receipt of any invoice along with reasonably sufficient evidence of such expenses. Such invoices shall be delivered on a monthly basis. Licensee shall not make any alterations or construct any improvements on, in or to the Property or the Parking Spaces without the prior written consent of the Licensor.

9. **Compliance with Laws.** Licensee shall, at its sole cost and expense, comply with all applicable governmental and quasi-governmental laws, ordinances, codes, regulations and statutes pertaining to Licensee's use and occupancy of the Parking Spaces, and Licensee shall obtain all necessary permits for such use and occupancy.

10. **Insurance.** Licensee shall, at its sole cost and expense, maintain the following insurance policies during the Term:

10.1 Commercial general public liability insurance with respect to Licensee's use and occupancy of the Property and the Parking Spaces, covering bodily injury, death and property damage, in an amount of at least \$1,000,000.00 per occurrence, and with Licensor named as an additional insured thereunder (which shall be reflected in an endorsement to the policy naming Licensor as additional insured); and

10.2 Any other policy of insurance reasonably required by Licensor.

All the policies required pursuant to this section shall be issued by an insurance company authorized to do business in the State where the Property is located and with a Best's rating of not less than "A-VIII". Prior to Licensee's exercise of the License, Licensee shall furnish Licensor with copies of all the insurance policies required to be maintained hereunder.

11. **Indemnification.** Licensee agrees to indemnify and hold harmless Licensor and Licensor's agents, employees, officers, affiliates and representatives from and against any and all costs (including, without limitation, reasonable attorney fees and court costs), expenses, claims, liabilities, causes of actions and damages related to, or in connection with, (a) the use of the Parking Spaces by Licensee or any of the Licensee Parties (as defined below), (b) any default by Licensee under this Agreement, or (c) any other act or omission of Licensee or any of the Licensee Parties. Licensee shall be responsible, and shall reimburse Licensor on demand, for any costs or expenses incurred by Licensor in connection with any damage caused by Licensee or any of the Licensee Parties to the Property or any other property owned by Licensor.

12. **Waiver.** To the fullest extent permitted by law, Licensee, on behalf of itself and all the Licensee Parties, hereby waives any and all claims against Licensor and the Property, and hereby releases Licensor and the Property from and against any and all claims and liabilities arising out of, or in connection with, (a) the use of the Parking Spaces by Licensee or any of the Licensee Parties, (b) any default by Licensee under this Agreement, or (c) any other act or omission of Licensee or any of the Licensee Parties.

13. **Remedies.** If Licensee shall default in the performance of any of its obligations, agreements or covenants contained in this Agreement and fails to cure such default within fifteen (15) days of written notice from Licensor (or, in the case of a default which materially interferes with Licensor's use of the Property or an emergency, such reasonable period of time as Licensor may set forth in the default notice), then Licensor shall have the right to all rights and remedies available to Licensor at law or in equity, except that Licensor may not terminate this Agreement without the prior written consent of the City, which the City may withhold in its sole discretion. In addition to the aforementioned rights and remedies, if Licensee shall fail to remove, prior to the expiration or earlier termination of the Term, any property brought onto the Property by Licensee or in connection with this Agreement (including, without limitation, any automobiles) (collectively, the "**Licensee's Property**"), then Licensor shall have the immediate right, without any notice to Licensee, to remove Licensee's Property from the Property and store Licensee's Property, all at the sole cost and expense of Licensee. Licensor shall not be liable to Licensee for any damage to Licensee's Property caused by such removal and storage, and Licensee shall reimburse Licensor upon demand for all costs and expenses incurred by Licensor in connection with such removal and storage. Without limiting the foregoing, Licensor may sell, or cause to be sold, Licensee's Property to pay any cost of removal and/or storage of Licensee's Property or any other expenses of Licensor caused by Licensee's default(s) hereunder, without having any obligation to account to Licensee for the funds derived from such sale.

14. **Surrender.** Licensee shall, prior to the expiration of the Term and at its sole cost and expense, repair any damage caused to the Property or the Parking Spaces resulting from the use or occupancy of the Property or the Parking Spaces by Licensee or any of Licensee's members, employees, representatives, agents, contractors, invitees, guests, designees or customers, or any other third party using any of the Parking Spaces (collectively, the "Licensee Parties").

15. **No Assignment.** Licensee may allow the reasonable use of the Parking Spaces by the Licensee Parties, but shall not assign or transfer this Agreement, the License or any of the rights under this Agreement.

16. **Notice.** All notices, demands, requests and communications given pursuant to the terms of this Agreement shall be in writing and given by: (a) registered or certified U.S. mail, postage prepaid, return receipt requested; (b) hand delivery; or (c) national overnight delivery service, and in all cases sent to the addresses below. All such notices, demands, requests and communications shall be deemed given upon the earlier of (i) actual receipt; (ii) three (3) business days after deposit with the U.S. Mail; or (iii) one (1) business day after deposit with national overnight delivery service (as applicable). Either party may designate a different address by written notice given to the other in accordance with this section.

To Licensor: The Lofts at Printers Square, LLC
Post Office Box 2363
Columbia, South Carolina 29202

To Licensee: The Lofts at Printers Square Condominium Association, Inc.
530 Lady Street
Columbia, South Carolina 29201

To City: The City of Columbia
Development Services Department
P.O. Box 14
Columbia, South Carolina 29217
Attn: Elizabeth Webber-Akre

17. **No Lease.** This Agreement in no way creates the relationship of landlord and tenant between Licensor and Licensee. It is further explicitly agreed and acknowledged by the parties that Licensee has no control over the Property or any of the improvements located thereon.

18. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon Licensee and its permitted successors and assigns.

19. **Severability.** The invalidity or unenforceability of any term herein shall not affect the validity or enforceability of any other term or provision of this Lease.

20. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State in which the Property is located.

21. **Entire Agreement; Amendment.** This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written, are superseded. This Agreement can be amended only by a written document duly executed by the parties.

22. **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall be deemed collectively as one (1) original Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Licenser has caused this PARKING LICENSE AGREEMENT to be executed by its duly authorized member as of the signature date of the Licenser below.

LICENSOR:

THE LOFTS AT PRINTERS SQUARE, LLC,
a South Carolina limited liability company

WITNESSES:

Niki P. Woods
R. H. Angel

Don Ligon
By: Don Ligon
Its: authorized member
Date: 6-14-2011

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

ACKNOWLEDGMENT

I, Niki P. Woods, Notary Public for the State of South Carolina hereby certify that The Loft at Printers Square, LLC, a South Carolina limited liability company, by Don Ligon, its Authorized Member personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 14th day of June, 2011.

Niki P. Woods
Notary Public for South Carolina
My Commission Expires: My Commission Expires
August 12, 2020

(NOTARY SEAL)

LICENSEE:

**THE LOFTS AT PRINTERS SQUARE
CONDOMINIUM ASSOCIATION, INC.,**
a South Carolina corporation

WITNESSES:

Niki P. Woods
R M Ugey

Don Ligon
By: Don Ligon
Its: authorized member
officer
Date: 6-14-2011

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

ACKNOWLEDGMENT

I, Niki P. Woods, Notary Public for the State of South Carolina hereby certify that The Loft at Printers Square Condominium Association, Inc., a South Carolina corporation, by Don Ligon, its Authorized Officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 14th day of June, 2011.

Niki P. Woods
Notary Public for South Carolina
My Commission Expires: My Commission Expires
August 12, 2020

(NOTARY SEAL)

EXHIBIT A

Description of the Land

All that certain, piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being more particularly shown and designated as "AREA = 0.22 AC. OR 9,651 SQ. FT.", as shown on plat of "Boundary Survey Prepared for Lofts at Printers Square, LLC, City of Columbia, Richland County, South Carolina", prepared for Declarant by Henry A. Shumpert, SCPLS # 19886, dated June 8, 2011.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) DEED

KNOW ALL MEN BY THESE PRESENTS That

THE LOFTS AT PRINTERS SQUARE, LLC, a South Carolina Limited Liability Company,

(hereinafter called "GRANTOR"), in the State aforesaid, for and in consideration of the sum of Five Hundred Twenty Thousand and 00/100 (\$520,000.00) Dollars, to GRANTOR in hand paid at and before the sealing of these presents by **M GOURMET GROUP, LLC** (hereinafter called "GRANTEE"), in the State aforesaid (the receipt of which is hereby acknowledged), has granted, bargained, sold and released unto **M GOURMET GROUP, LLC**, its successors and assigns forever,

Commercial Unit "A" and Commercial Unit "B" in THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME located in the City of Columbia, County and State aforesaid, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act (Section 27-31-10, et. Seq., S.C. Code Ann. (1976) as amended) by Master Deed dated June 14, 2011, with appended By-Laws and Exhibits including plat and plot plans which Master Deed including By-Laws and Exhibits are recorded in the office of the Register of Deeds for Richland County on July 7, 2011, in Book 1693 at page 1072, et. Seq., as amended by First Amendment dated and recorded simultaneously herewith.

The Master Deed, By-laws, plot plan and plat plats are incorporated herein by reference and are made a part hereof for a more complete and accurate description. All measurements shown on said plats are a little more or less.

This is a portion of the property conveyed to the Grantor by deed of POC, LLC dated April 18, 2008, recorded April 23, 2008, in Record Book 1422 at page 3501.

Grantees' Mailing Address: 209 Wood Moor Place
Columbia, SC 29212

TMS No.: 08912-05-05 Portion of

This conveyance is made subject to existing easements and to covenants, conditions, restrictions and easements of record, including, but not limited to, any shown on recorded plats.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

Book 1755-3031

2012029141 04/06/2012 14:57:51:160

Deed

Fee:\$10.00 County Tax:\$572.00 State Tax:\$1352.00



2012029141 John T. Hopkins II

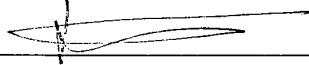
Richland County R.O.D.

ROA_0110

THE GRANTEE, BY THE ACCEPTANCE OF THIS INDENTURE DEED, ACKNOWLEDGES THAT THIS CONVEYANCE IS SUBJECT TO THE PROVISIONS OF THE AFORESAID MASTER DEED AND BY-LAWS OF THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME DESCRIBED ABOVE, INCLUDING THE PROVISIONS OF ALL EXHIBITS. THE GRANTEE ACKNOWLEDGES AND AGREES THAT THIS DEED, THE MASTER DEED AND BY-LAWS OF THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME AND EXHIBITS, CONTAIN ALL OF THE REPRESENTATIONS AND INDUCEMENTS CONCERNING THE PURCHASE BY GRANTEE OF THE DWELLING DESCRIBED ABOVE.

GRANTEE ACCEPTS THE UNIT "AS-IS WHERE-IS" AND SELLER DISCLAIMS ALL WARRANTIES AND MAKES NO WARRANTIES EXPRESSED OR IMPLIED OTHER THAN THE EXPRESS WARRANTY OF TITLE CONTAINED HEREIN.

M Gourmet Group, LLC

By: 

Its: Manager

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TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the GRANTEE, its successors and assigns forever.

AND THE GRANTOR hereby binds GRANTOR and GRANTOR'S Successors and Assigns to warrant and forever defend all and singular the premises unto the GRANTEE, its successors and assigns, against GRANTOR and GRANTOR'S Successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor herein has set its Hand and Seal this 6th day of April, 2012.

Signed, Sealed and Delivered
In The Presence of:

THE LOFTS AT PRINTERS SQUARE,
LLC, a South Carolina Limited
Liability Company

May Byrd Onuagwu By: Edward L. Bignon (L.S.)
Edward L. Bignon
Its: Authorized Member

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that
Edward L. Bignon, as Authorized Member of THE LOFTS AT
PRINTERS SQUARE, LLC personally appeared before me this day and
acknowledged the execution of the within instrument.

SWORN to and SUBSCRIBED before me
this 6th day of April, 2012.

Edward L. Bignon (L.S.)
Notary Public for South Carolina
My Commission Expires: 3/25/19

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

[CROSS-REFERENCE BOOK 1693, PAGE 1072]

**FIRST AMENDMENT TO
 MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR
 THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME
 AND
 BY-LAWS OF THE LOFTS AT PRINTERS SQUARE CONDOMINIUM
 ASSOCIATION, INC.**



COPY

THIS FIRST AMENDMENT TO MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME AND BY-LAWS OF THE LOFTS AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC. (this "Amendment") is entered into by THE LOFTS AT PRINTERS SQUARE, LLC ("Declarant") as of this 6th day of April, 2012.

WHEREAS, Declarant executed that certain Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for the Lofts at Printers Square Horizontal Property Regime on June 14, 2011, which was recorded on July 7, 2011 in the office of the Register of Deeds for Richland County in Book 1693 at Page 1072 (hereinafter, the "Master Deed");

WHEREAS, the By-Laws of the Lofts at Printers Square Condominium Association, Inc., dated June 14, 2011 (the "By-Laws"), are attached to the Master Deed as Exhibit B thereto;

WHEREAS, Declarant desires to amend the Master Deed and By-Laws in certain respects as is more particularly set forth hereinbelow; and

WHEREAS, the Declarant is authorized, pursuant to Article XII, Section 12.1 of the Master Deed and Article XII, Section 12.1 of the By-Laws, to amend the respective provisions of the Master Deed and By-Laws as set forth in this Amendment.

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby amends its original Master Deed and By-Laws as follows:

1. Master Deed, Section 1.2. Section 1.2 of the Master Deed shall be deleted in its entirety and replaced with the following:

"Additional Parking Area" shall mean those parking spaces and areas located upon the property described in Exhibit F, which parking spaces and areas are

depicted on the Plat as "Additional Parking Area." The Additional Parking Area is a Limited Common Element as hereinafter described.

2. Master Deed, Section 1.15. Section 1.15 of the Master Deed shall be deleted in its entirety and replaced with the following:

"Common Expenses" mean the actual and estimated expenses of operating and managing the Condominium Property, including reasonable reserves, as determined by the Board, including any necessary maintenance, repair or replacement of the Additional Parking Area.

3. Master Deed, Section 1.27. The Exhibit A attached to the Master Deed shall be deleted its entirety and replaced with the Exhibit A which is attached to this Amendment and the "Land," as such term is defined and utilized in the Master Deed shall hereinafter refer to the Land described in Exhibit A to this Amendment.

4. Master Deed, Section 1.41. Section 1.41 of the Master Deed shall be deleted in its entirety and replaced with the following:

"Plat" means the physical survey of the land entitled "Boundary Survey Prepared for Lofts at Printers Square, LLC, City of Columbia, Richland County, South Carolina" prepared for Lofts at Printers Square, LLC by Henry A. Shumpert, PLS # 19886, dated June 8, 2011 and recorded in the office of the Register of Deeds for Richland County in Record Book 1690 at Page 2209.

5. Master Deed, Section 2.1. The second and third sentences of Section 2.1 of the Master Deed shall be deleted in their entirety, along with Exhibit G to the Master Deed, such that Section 2.1, as amended hereby, shall read as follows:

Land. The Land which is hereby made subject to this Master Deed is owned by Declarant in fee simple subject to all liens, encumbrances, rights-of-way, licenses, easements, covenants and restrictions of record.

6. Master Deed, Section 2.3.1.1. All of Section 2.3.1.1 of the Master Deed following the first sentence thereof shall be deleted in its entirety such that, as amended hereby, Section 2.3.1.1 shall read as follows:

Commercial Suite A is a Commercial Unit and contains approximately 2,946 square feet of heated area.

7. Master Deed, Section 2.14.1. A new Section – Section 2.14.1 – shall be added to the Master Deed immediately following existing Section 2.14, which Section 2.14.1 shall provide as follows:

Section 2.14.1. Additional Parking Area. Six (6) parking spaces within the Additional Parking Area shall be a Limited Common Element of Commercial

Suite A. Five (5) parking spaces within the Additional Parking Area shall be a Limited Common Element of Commercial Suite B. The remaining Eleven (11) parking spaces within the Additional Parking Area shall be Limited Common Elements of the Residential Units. The Board shall assign, in its discretion (so long as in accordance with the requirements of this Section) use rights for particular spaces within the Additional Parking Area to the Owners of Commercial Suite A (being allocated 6 parking spaces), Commercial Suite B (being allocated 5 parking spaces) and each Residential Unit (with each Owner of a Residential Unit being assigned 1 parking space). The Board's assignment of parking spaces contemplated herein shall be subject to all applicable laws, including the Americans with Disabilities Act. The Board may reassign parking spaces in the Additional Parking Area in its discretion so long as in compliance with this Section. The Owner's use rights shall convey no ownership rights in the parking space and shall only be assigned with the approval of the Board. Any Mortgage or other encumbrance of a Unit shall not encumber the Owner's interest in its parking space, even if not expressly included therein. Parking spaces in the Additional Parking Area not assigned to an Owner shall be utilized in the discretion of the Board.

8. Master Deed, Section 4.8. The following language shall be added to the beginning of the first sentence of Section 4.8 of the Master Deed: "With the exception of the Additional Parking Area (which, although a Limited Common Element, shall be maintained as a General Common Element by the Association),"
9. Master Deed, Section 5.3. The following language shall be added to the end of the first (and only) paragraph of Section 5.3:

However, notwithstanding anything to the contrary in the foregoing or in this Master Deed, nothing in this Master Deed shall be deemed to prohibit the use of any Commercial Unit as a restaurant or test kitchen, nor shall any Rules and Regulations of the Board unreasonably restrict the use of the Commercial Units so as to preclude their use as a restaurant or test kitchen.

10. Master Deed, Section 5.5.2. The second sentence of Section 5.5.2 shall be deleted and replaced with the following:

Furthermore, each Owner that is served by Limited Common Elements (with the exception of the Additional Parking Area which shall be maintained as a General Common Element by the Association) is responsible for the maintenance, repair and replacement of such Limited Common Elements in conjunction with any other Owners that are served by such Limited Common Elements.

11. Master Deed, Section 5.5.7. The initial language of Section 5.5.7 of the Master Deed stating "Subject to Section 5.3.3," shall be deleted and replaced with "Subject to Section 5.3."
12. Master Deed, Section 5.6. The last sentence of Section 5.6 of the Master Deed shall

be deleted in its entirety and replaced with the following (with all remaining provisions of Section 5.6 to remain unchanged):

Declarant and the Association reserve the specific right to reassign parking spaces that constitute a Limited Common Element for each Unit; provided, however, that the number of parking spaces assigned to each Unit shall not be altered.

13. Master Deed, Section 5.5.9. The following shall be added at the end of Section 5.5.9 of the Master Deed:

"However, notwithstanding anything to the contrary in the foregoing, commercial signage advertising uses to which the Commercial Units may be put, so long as permissible under applicable ordinances, shall be permitted."

14. Master Deed, Section 5.17. The second sentence of Section 5.17 of the Master Deed shall be deleted in its entirety and replaced with the following:

To the extent that the Association provides any maintenance or repair of the Limited Common Elements described in Section 2.6 (with the exception of the Additional Parking Areas) or the Shared Limited Common Elements described in Section 2.7, then the Owner(s) of the affected Unit(s) shall immediately, upon receipt of an invoice from the Association, fully reimburse the Association for all costs of such maintenance or repair services, which liability shall be considered as an additional Assessment against the Owner(s) and the Unit(s).

15. Master Deed, Section 7.2. The following shall be added to the beginning of the first sentence of Section 7.2 of the Master Deed: "Subject to and so long as in accordance with the provisions of Section 5.3,"

16. Master Deed, Section 7.4. The following language in the first sentence of Section 7.4 of the Master Deed shall be deleted in its entirety: "and to enter into the Parking License Agreement and any modifications thereof or replacements therefore."

17. Master Deed, Section 9.1. The following language shall be deleted from the first sentence of Section 9.1 of the Master Deed: "; as required by the Parking License Agreement".

18. Master Deed, Section 11.1. The following language shall be deleted from the first sentence of Section 11.1 of the Master Deed: "to the extent required by the Parking License Agreement".

19. Master Deed, Section 11.3. The following language shall be added to the beginning of the first sentence of Section 11.3 of the Master Deed: "With the exception of the Additional Parking Area (which, although a Limited Common Element, shall be maintained as a General Common Element by the Association in accordance with Section 11.1, above),"

20. By-Laws, Section 6.1.1. The following shall be added to the beginning of the first sentence Section 6.1.1 of the By-Laws: "Subject to and so long as in accordance with the provisions of Section 5.3 of the Master Deed,"

21. By-Laws, Section 6.2.7. Section 6.2.7 of the By-Laws shall be deleted in its entirety and replaced with the following:

To maintain or cause to be maintained, repaired or replaced the Common Elements including the Additional Parking Area in accordance with the Master Deed; and

Except as specifically modified or amended herein, or as necessary to properly carry forward or implement any of the amendments or modifications contained herein, the Master Deed and By-Laws shall continue in full force and effect in accordance with their original terms and provisions.

[SIGNATURE(S) ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year first above written.

WITNESSES:

May Lynn Orand
Witness 1 Signature

DECLARANT:

THE LOFTS AT PRINTERS SQUARE, LLC
[SEAL]

[Signature]
Witness 2/Notary Public Signature

By: Edward L. Bigno
Name: Edward L. Bigno
Its: Authorized Member

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this 6th day of April, 2012, Edward L. Bigno personally appeared before me and acknowledged that she/he is the Authorized Member of The Lofts at Printers Square, LLC, and that by authority duly given, she/he executed the foregoing instrument on behalf of the said company.

[Signature] (L.S.)
Notary Public for South Carolina
My Commission expires: 3/25/19

Richland County Register of Deeds

John T. Hopkins II

ELECTRONICALLY FILED - 2022 Dec 13 5:01 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4006509

EXHIBIT A**LEGAL DESCRIPTION OF LAND**

All that certain piece, parcel or lot of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being composed of Lots Nos. 7 and 8 and the section immediately north thereof thirteen (13) feet in depth and ninety-two and 56/100 (92.56) feet in width of the area designated as "reserved for trackage" on the plat prepared by the department of Engineering of the City of Columbia, South Carolina, dated June 3, 1936, and recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Plat Book "H" at pages 161 and 162; said lot being a rectangle and more particularly bounded and described as shown on said plat, as follows: On the north by Lady Street and measuring thereon ninety-two and 43/100 (92.43) feet, on the east by Pulaski Street and measuring thereon one hundred thirty-eight (138) feet, on the south by an unnamed street and measuring thereon ninety-two and 43/100 (92.43) feet, and on the west by a portion of a thirteen (13) foot strip originally reserved for trackage and a sixteen foot alleyway as shown on said plat (said alleyway to be extended in its present width to Lady Street), and measuring thereon one hundred thirty-eight (138) feet. The above property is shown on a plat prepared for William B. Freeman and Dewey M. Freeman, III by Cox and Dinkins, Inc., dated November 2, 1992 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 54 at page 3377. The above-described property is also the same property shown and identified as "12,744 Square Feet; 0.29 Acres" on that certain survey entitled "Boundary Survey Prepared for Lofts at Printers Square, LLC, City of Columbia, Richland County, South Carolina" prepared for Lofts at Printers Square, LLC by Henry A. Shumpert, PLS # 19886, dated June 8, 2011 and recorded in the office of the Register of Deeds for Richland County in Record Book 1690 at Page 2209.

This being that same property conveyed to Lofts at Printers Square, LLC from POC, LLC dated April 18, 2008 and recorded in the Office of the Register of Deeds for Richland County on April 23, 2008 in Book 1422 at Page 3501.

AND ALSO:

All that certain piece, parcel, lot or tract of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and being shown and delineated as .2221 acre located at 1220 Pulaski Street on a plat prepared for EIC, LLC by A&S of Columbia, Inc., dated January 13, 1998, to be recorded, and having the following boundaries and measurements: Commencing at a railroad spike at the northwestern corner of the subject property at a point which is 105.2 feet south of the right of way of Lady Street and running N 77°37'50" E for 91.93 feet to an iron; thence turning and running S 12°20'55" E for 105.20 feet to a calculated point; thence turning and running S 77°37'50" W for 92.04 feet to a calculated point; thence turning and running along the right of way of Pulaski Street N 12°17'15" W for 105.20 feet to the point of commencement, be all measurements a little more or less. The above-described property is also the same property shown and identified as "0.22 Acres" on that certain survey entitled "Boundary Survey Prepared for Lofts at Printers Square, LLC, City of Columbia, Richland County, South Carolina" prepared for Lofts at Printers Square,

LLC by Henry A. Shumpert, PLS # 19886, dated June 8, 2011 and recorded in the office of the Register of Deeds for Richland County in Record Book 1690 at Page 2209.

This being the same property conveyed to Lofts at Printers Square, LLC by deed of EIC, LLC, dated May 20, 2005 and recorded in the Office of the Register of Deeds for Richland County on May 27, 2005 in Book 01057 at page 2344.

Richland County Register of Deeds

John T. Hopkins II

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

[CROSS-REFERENCE BOOK 1693, PAGE 1072]

**FIRST AMENDMENT TO
 MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR
 THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME
 AND
 BY-LAWS OF THE LOFTS AT PRINTERS SQUARE CONDOMINIUM
 ASSOCIATION, INC.**



COPY

THIS FIRST AMENDMENT TO MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME AND BY-LAWS OF THE LOFTS AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC. (this "Amendment") is entered into by THE LOFTS AT PRINTERS SQUARE, LLC ("Declarant") as of this 6th day of April, 2012.

WHEREAS, Declarant executed that certain Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for the Lofts at Printers Square Horizontal Property Regime on June 14, 2011, which was recorded on July 7, 2011 in the office of the Register of Deeds for Richland County in Book 1693 at Page 1072 (hereinafter, the "Master Deed");

WHEREAS, the By-Laws of the Lofts at Printers Square Condominium Association, Inc., dated June 14, 2011 (the "By-Laws"), are attached to the Master Deed as Exhibit B thereto;

WHEREAS, Declarant desires to amend the Master Deed and By-Laws in certain respects as is more particularly set forth hereinbelow; and

WHEREAS, the Declarant is authorized, pursuant to Article XII, Section 12.1 of the Master Deed and Article XII, Section 12.1 of the By-Laws, to amend the respective provisions of the Master Deed and By-Laws as set forth in this Amendment.

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby amends its original Master Deed and By-Laws as follows:

1. Master Deed, Section 1.2. Section 1.2 of the Master Deed shall be deleted in its entirety and replaced with the following:

"Additional Parking Area" shall mean those parking spaces and areas located upon the property described in Exhibit F, which parking spaces and areas are

depicted on the Plat as "Additional Parking Area." The Additional Parking Area is a Limited Common Element as hereinafter described.

2. Master Deed, Section 1.15. Section 1.15 of the Master Deed shall be deleted in its entirety and replaced with the following:

"Common Expenses" mean the actual and estimated expenses of operating and managing the Condominium Property, including reasonable reserves, as determined by the Board, including any necessary maintenance, repair or replacement of the Additional Parking Area.

3. Master Deed, Section 1.27. The Exhibit A attached to the Master Deed shall be deleted its entirety and replaced with the Exhibit A which is attached to this Amendment and the "Land," as such term is defined and utilized in the Master Deed shall hereinafter refer to the Land described in Exhibit A to this Amendment.

4. Master Deed, Section 1.41. Section 1.41 of the Master Deed shall be deleted in its entirety and replaced with the following:

"Plat" means the physical survey of the land entitled "Boundary Survey Prepared for Lofts at Printers Square, LLC, City of Columbia, Richland County, South Carolina" prepared for Lofts at Printers Square, LLC by Henry A. Shumpert, PLS # 19886, dated June 8, 2011 and recorded in the office of the Register of Deeds for Richland County in Record Book 1690 at Page 2209.

5. Master Deed, Section 2.1. The second and third sentences of Section 2.1 of the Master Deed shall be deleted in their entirety, along with Exhibit G to the Master Deed, such that Section 2.1, as amended hereby, shall read as follows:

Land. The Land which is hereby made subject to this Master Deed is owned by Declarant in fee simple subject to all liens, encumbrances, rights-of-way, licenses, easements, covenants and restrictions of record.

6. Master Deed, Section 2.3.1.1. All of Section 2.3.1.1 of the Master Deed following the first sentence thereof shall be deleted in its entirety such that, as amended hereby, Section 2.3.1.1 shall read as follows:

Commercial Suite A is a Commercial Unit and contains approximately 2,946 square feet of heated area.

7. Master Deed, Section 2.14.1. A new Section – Section 2.14.1 – shall be added to the Master Deed immediately following existing Section 2.14, which Section 2.14.1 shall provide as follows:

Section 2.14.1. Additional Parking Area. Six (6) parking spaces within the Additional Parking Area shall be a Limited Common Element of Commercial

Suite A. Five (5) parking spaces within the Additional Parking Area shall be a Limited Common Element of Commercial Suite B. The remaining Eleven (11) parking spaces within the Additional Parking Area shall be Limited Common Elements of the Residential Units. The Board shall assign, in its discretion (so long as in accordance with the requirements of this Section) use rights for particular spaces within the Additional Parking Area to the Owners of Commercial Suite A (being allocated 6 parking spaces), Commercial Suite B (being allocated 5 parking spaces) and each Residential Unit (with each Owner of a Residential Unit being assigned 1 parking space). The Board's assignment of parking spaces contemplated herein shall be subject to all applicable laws, including the Americans with Disabilities Act. The Board may reassign parking spaces in the Additional Parking Area in its discretion so long as in compliance with this Section. The Owner's use rights shall convey no ownership rights in the parking space and shall only be assigned with the approval of the Board. Any Mortgage or other encumbrance of a Unit shall not encumber the Owner's interest in its parking space, even if not expressly included therein. Parking spaces in the Additional Parking Area not assigned to an Owner shall be utilized in the discretion of the Board.

8. Master Deed, Section 4.8. The following language shall be added to the beginning of the first sentence of Section 4.8 of the Master Deed: "With the exception of the Additional Parking Area (which, although a Limited Common Element, shall be maintained as a General Common Element by the Association),"
9. Master Deed, Section 5.3. The following language shall be added to the end of the first (and only) paragraph of Section 5.3:

However, notwithstanding anything to the contrary in the foregoing or in this Master Deed, nothing in this Master Deed shall be deemed to prohibit the use of any Commercial Unit as a restaurant or test kitchen, nor shall any Rules and Regulations of the Board unreasonably restrict the use of the Commercial Units so as to preclude their use as a restaurant or test kitchen.

10. Master Deed, Section 5.5.2. The second sentence of Section 5.5.2 shall be deleted and replaced with the following:

Furthermore, each Owner that is served by Limited Common Elements (with the exception of the Additional Parking Area which shall be maintained as a General Common Element by the Association) is responsible for the maintenance, repair and replacement of such Limited Common Elements in conjunction with any other Owners that are served by such Limited Common Elements.

11. Master Deed, Section 5.5.7. The initial language of Section 5.5.7 of the Master Deed stating "Subject to Section 5.3.3," shall be deleted and replaced with "Subject to Section 5.3."
12. Master Deed, Section 5.6. The last sentence of Section 5.6 of the Master Deed shall

be deleted in its entirety and replaced with the following (with all remaining provisions of Section 5.6 to remain unchanged):

Declarant and the Association reserve the specific right to reassign parking spaces that constitute a Limited Common Element for each Unit; provided, however, that the number of parking spaces assigned to each Unit shall not be altered.

13. Master Deed, Section 5.5.9. The following shall be added at the end of Section 5.5.9 of the Master Deed:

"However, notwithstanding anything to the contrary in the foregoing, commercial signage advertising uses to which the Commercial Units may be put, so long as permissible under applicable ordinances, shall be permitted."

14. Master Deed, Section 5.17. The second sentence of Section 5.17 of the Master Deed shall be deleted in its entirety and replaced with the following:

To the extent that the Association provides any maintenance or repair of the Limited Common Elements described in Section 2.6 (with the exception of the Additional Parking Areas) or the Shared Limited Common Elements described in Section 2.7, then the Owner(s) of the affected Unit(s) shall immediately, upon receipt of an invoice from the Association, fully reimburse the Association for all costs of such maintenance or repair services, which liability shall be considered as an additional Assessment against the Owner(s) and the Unit(s).

15. Master Deed, Section 7.2. The following shall be added to the beginning of the first sentence of Section 7.2 of the Master Deed: "Subject to and so long as in accordance with the provisions of Section 5.3,"

16. Master Deed, Section 7.4. The following language in the first sentence of Section 7.4 of the Master Deed shall be deleted in its entirety: "and to enter into the Parking License Agreement and any modifications thereof or replacements therefore."

17. Master Deed, Section 9.1. The following language shall be deleted from the first sentence of Section 9.1 of the Master Deed: "; as required by the Parking License Agreement".

18. Master Deed, Section 11.1. The following language shall be deleted from the first sentence of Section 11.1 of the Master Deed: "to the extent required by the Parking License Agreement".

19. Master Deed, Section 11.3. The following language shall be added to the beginning of the first sentence of Section 11.3 of the Master Deed: "With the exception of the Additional Parking Area (which, although a Limited Common Element, shall be maintained as a General Common Element by the Association in accordance with Section 11.1, above),"

20. By-Laws, Section 6.1.1. The following shall be added to the beginning of the first sentence Section 6.1.1 of the By-Laws: "Subject to and so long as in accordance with the provisions of Section 5.3 of the Master Deed,"

21. By-Laws, Section 6.2.7. Section 6.2.7 of the By-Laws shall be deleted in its entirety and replaced with the following:

To maintain or cause to be maintained, repaired or replaced the Common Elements including the Additional Parking Area in accordance with the Master Deed; and

Except as specifically modified or amended herein, or as necessary to properly carry forward or implement any of the amendments or modifications contained herein, the Master Deed and By-Laws shall continue in full force and effect in accordance with their original terms and provisions.

[SIGNATURE(S) ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year first above written.

WITNESSES:

May Lynn Orand
Witness 1 Signature

DECLARANT:

THE LOFTS AT PRINTERS SQUARE, LLC
[SEAL]

[Signature]
Witness 2/Notary Public Signature

By: Edward L. Bigno
Name: Edward L. Bigno
Its: Authorized Member

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this 6th day of April, 2012, Edward L. Bigno personally appeared before me and acknowledged that she/he is the Authorized Member of The Lofts at Printers Square, LLC, and that by authority duly given, she/he executed the foregoing instrument on behalf of the said company.

[Signature] (L.S.)
Notary Public for South Carolina
My Commission expires: 3/25/19

Richland County Register of Deeds

John T. Hopkins II

ELECTRONICALLY FILED - 2022 Dec 13 5:01 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4006509

EXHIBIT A**LEGAL DESCRIPTION OF LAND**

All that certain piece, parcel or lot of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being composed of Lots Nos. 7 and 8 and the section immediately north thereof thirteen (13) feet in depth and ninety-two and 56/100 (92.56) feet in width of the area designated as "reserved for trackage" on the plat prepared by the department of Engineering of the City of Columbia, South Carolina, dated June 3, 1936, and recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Plat Book "H" at pages 161 and 162; said lot being a rectangle and more particularly bounded and described as shown on said plat, as follows: On the north by Lady Street and measuring thereon ninety-two and 43/100 (92.43) feet, on the east by Pulaski Street and measuring thereon one hundred thirty-eight (138) feet, on the south by an unnamed street and measuring thereon ninety-two and 43/100 (92.43) feet, and on the west by a portion of a thirteen (13) foot strip originally reserved for trackage and a sixteen foot alleyway as shown on said plat (said alleyway to be extended in its present width to Lady Street), and measuring thereon one hundred thirty-eight (138) feet. The above property is shown on a plat prepared for William B. Freeman and Dewey M. Freeman, III by Cox and Dinkins, Inc., dated November 2, 1992 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 54 at page 3377. The above-described property is also the same property shown and identified as "12,744 Square Feet; 0.29 Acres" on that certain survey entitled "Boundary Survey Prepared for Lofts at Printers Square, LLC, City of Columbia, Richland County, South Carolina" prepared for Lofts at Printers Square, LLC by Henry A. Shumpert, PLS # 19886, dated June 8, 2011 and recorded in the office of the Register of Deeds for Richland County in Record Book 1690 at Page 2209.

This being that same property conveyed to Lofts at Printers Square, LLC from POC, LLC dated April 18, 2008 and recorded in the Office of the Register of Deeds for Richland County on April 23, 2008 in Book 1422 at Page 3501.

AND ALSO:

All that certain piece, parcel, lot or tract of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and being shown and delineated as .2221 acre located at 1220 Pulaski Street on a plat prepared for EIC, LLC by A&S of Columbia, Inc., dated January 13, 1998, to be recorded, and having the following boundaries and measurements: Commencing at a railroad spike at the northwestern corner of the subject property at a point which is 105.2 feet south of the right of way of Lady Street and running N 77°37'50" E for 91.93 feet to an iron; thence turning and running S 12°20'55" E for 105.20 feet to a calculated point; thence turning and running S 77°37'50" W for 92.04 feet to a calculated point; thence turning and running along the right of way of Pulaski Street N 12°17'15" W for 105.20 feet to the point of commencement, be all measurements a little more or less. The above-described property is also the same property shown and identified as "0.22 Acres" on that certain survey entitled "Boundary Survey Prepared for Lofts at Printers Square, LLC, City of Columbia, Richland County, South Carolina" prepared for Lofts at Printers Square,

LLC by Henry A. Shumpert, PLS # 19886, dated June 8, 2011 and recorded in the office of the Register of Deeds for Richland County in Record Book 1690 at Page 2209.

This being the same property conveyed to Lofts at Printers Square, LLC by deed of EIC, LLC, dated May 20, 2005 and recorded in the Office of the Register of Deeds for Richland County on May 27, 2005 in Book 01057 at page 2344.

Richland County Register of Deeds

John T. Hopkins II

COPY

STATE OF SOUTH CAROLINA)
) [CROSS-REFERENCE BOOK 1693, PAGE 1072
 COUNTY OF RICHLAND) BOOK 1755, PAGE 3021]

**SECOND AMENDMENT
 TO MASTER DEED AND DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR
 THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME**

THIS SECOND AMENDMENT TO MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME AND BYLAWS OF THE LOFTS AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC. (this "Amendment") is entered into by THE LOFTS AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC. ("Association") as of this 14th day of May 2016.

WHEREAS, the Declarant, The Lofts at Printers Square, LLC, executed that certain Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for the Lofts at Printers Square Horizontal Property Regime on June 14, 2011, which was recorded on July 7, 2011 in the office of the Register of Deeds for Richland County in Book 1693 at Page 1072 (hereinafter, the "Master Deed");

WHEREAS, the By-Laws of the Association, dated June 14, 2011 and filed July 7, 2011 (the "By-Laws"), are attached to the Master Deed as Exhibit B thereto;

WHEREAS, a First Amendment to Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for The Lofts At Printers Square Horizontal Property Regime and By-Laws of The Lofts at Printers Square Condominium Association, Inc. was filed on or about April 6, 2012 ("First Amendment");

WHEREAS, the Association is authorized, pursuant to Article XII, Section 12.2 of the Master Deed, to amend the respective provisions of the Master Deed as set forth in this Amendment; and

WHEREAS, the Association held a meeting on May 19, 2016, at which a quorum was present and the Association, by an affirmative vote of those owners holding a majority of the voting interests in the Association, approved the amendments below and adopted a resolution directing the filing of this Amendment;

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association hereby amends its original Master Deed as follows:

**EXHIBIT
D**

Book 2132-3334

2016054523 07/27/2016 13:32:47:243

Amend. to Decl & Master Deed

Fee: \$15.00

County Tax: \$0.00

State Tax: \$0.00



2016054523

John T. Hopkins II

Richland County R.O.D.

ROA_0129

1. Master Deed, Section 1.2. Section 1.2 of the Master Deed is deleted in its entirety and replaced with the following:

Section 1.2. "Additional Parking Area" shall mean those parking spaces and areas located upon the property described in Exhibit F, which parking spaces and areas are depicted on the Plat as "Additional Parking Area." Thirteen (13) of the parking spaces in the Additional Parking Area shall be Limited Common Elements, as hereinafter described and as set forth in Paragraph 2.14.B, and the remaining spaces and area shall be General Common Elements.

2. Master Deed, Section 2.1. Section 2.1 of the Master Deed is deleted in its entirety and replaced with the following:

Section 2.1. Land. The Land which is hereby made subject to this Master Deed was owned by Declarant in fee simple subject to all liens, encumbrances, rights-of-way, licenses, easements, covenants and restrictions of record. Declarant granted the Association certain parking rights pursuant to a Parking License Agreement, filed with the Original Master Deed, for the property described on Exhibit F (the "Additional Parking Area"). Developer subsequently conveyed the Additional Parking Area to the Association by deed recorded December 31, 2012 in the Richland County Register of Deeds Office at Book 1824, Page 2628.

3. Master Deed, Sections 2.14 and 2.14.1. Sections 2.14 and 2.14.1 of the Master Deed, are deleted in their entirety and replaced with the following:

Section 2.14. Parking.

- A. Residential Parking Areas. The Residential Parking Areas are Limited Common Elements of the Residential Units. Subject to the terms of this Section, the Board shall assign use rights for One (1) parking space in the Residential Parking Area to the Owner of each Residential Unit to be selected in the Board's discretion and subject to all applicable laws, including the Americans with Disabilities Act. The Board may reassign parking spaces in the Residential Parking Area in its discretion. The Owner's use rights shall convey no ownership rights in the parking space and shall only be assigned with the approval of the Board. Any Mortgage or other encumbrance of a Unit shall not encumber the Owner's interest in its parking space, even if not expressly included therein. Parking spaces in the Residential Parking Area not assigned to an Owner shall be utilized in the discretion of the Board.
- B. Additional Parking Area. One (1) parking space within the Additional Parking Area shall be a Limited Common Element

of Commercial Suite A. One (1) parking space within the Additional Parking Area shall be a Limited Common Element of Commercial Suite B. Eleven (11) parking spaces within the Additional Parking Area shall be Limited Common Elements of the Residential Units. The Board shall assign the specific space to each unit or suite and may, in its sole discretion, reassign use rights for the spaces within the Additional Parking Area, provided each unit or suite is assigned exclusive use of one space in the Additional Parking Area. The Board's assignment of parking spaces contemplated herein shall be subject to all applicable laws, including the Americans with Disabilities Act. The use rights set forth herein shall convey no ownership rights in any parking space and shall only be assigned by the Board. Any Mortgage or other encumbrance of a Unit shall not encumber the Owner's interest in any parking space, even if not expressly included therein. Parking spaces in the Additional Parking Area which are not assigned to the exclusive use of one unit or suite (and not expressly designated herein as a Limited Common Element of one Unit or Suite) shall be General Common Elements. Any unassigned parking space in the Additional Parking Area shall be utilized in the discretion of the Board. The Board may, in its discretion, adopt Rules and Regulations governing the use of all parking spaces in the Additional Parking Area, including but not limited to spaces constituting Limited Common Elements.

4. Master Deed. Section 4.8. Section 4.8 of the Master Deed is deleted in its entirety and replaced with the following:

Section 4.8. Special Individual Assessments. With the exception of the Additional Parking Area (which shall be maintained as a General Common Element by the Association even though thirteen (13) of the spaces are Limited Common Elements), in the event that one or more Units are served by certain Limited Common Elements, it shall be responsibility of the Owners of such Unit or Units to provide for the maintenance, cleaning, repair, and/or replacement of such Limited Common Elements, in accordance with Article XI, and they shall be jointly and severally liable for all costs in connection therewith based on and in proportion to their respective Percentage Interests. In the event that the Association determines that such Owner or Owners have failed to properly discharge their obligations, the Association shall give such Owner or Owners written notice that the Association intends to provide the necessary maintenance, cleaning, repair, and/or replacement at the sole cost and expense of such Owner or Owners. The recovery of any amounts actually expended by the Association for the necessary maintenance, cleaning, repair, and/or replacement of such Limited Common Elements shall be secured by a Special Individual Assessment, which shall be

promptly paid by the Owner or Owners and shall become a lien against the Unit(s) in the same fashion as any other Assessment levied under this Article IV, and shall be subject to late charges and interest, as previously provided.

5. Master Deed, Section 5.6. Section 5.6 of the Master Deed is deleted in its entirety and replaced with the following:

Section 5.6. Right to Use Common Elements. Each Owner (subject to any reasonable restrictions promulgated by the Board as part of the Rules and Regulations) shall have the nonexclusive right to use the General Common Elements, leases, concessions or easements made or acquired by the Association in common with all other Owners as may be required for the purposes of access and ingress to, egress from and use, occupancy and enjoyment of the Unit owned by such Owner. A group of Owners shall have the right to the exclusive use of any Shared Limited Common Elements that serve their Units jointly, and any single Owner shall have the right to the exclusive use of any Limited Common Element that serves only his Unit. Such rights to use the General Common Elements, Shared Common Elements and Limited Common Elements shall extend not only to each Owner but also to the Occupants of such Unit; provided, however, those rights shall be subject to and governed by the provisions of the Act, this Master Deed, the By-Laws and the Rules and Regulations of the Association and all state, federal, and local laws and regulations. Declarant and the Association reserve the specific right to reassign parking spaces that constitute a Limited Common Element for each Unit so long as each Residential Unit is assigned one (1) parking space in the Residential Parking Area and, in addition, each Unit or Suite is assigned one (1) parking space in the Additional Parking Area.

6. Master Deed, Section 7.4. Section 7.4 of the Master Deed is deleted in its entirety and replaced with the following:

Section 7.4. Permits. Licenses. Easements, etc. The Association shall have the right to grant permits, licenses, utility easements, and other easements over, through, and under the Common Elements without a vote of the Owners and to enter into the Parking License Agreement and any modifications thereof or replacements therefore. Owners are subject to the terms of any exclusive or other arrangement entered into by the Association with regard to the grant of a permit, license, utility easement, or other easement to any third party.

7. Master Deed, Section 11.3. Section 11.3 of the Master Deed is deleted in its entirety and replaced with the following:

Section 11.3. Maintenance of Limited Common Elements. With the exception of the Additional Parking Area (which shall be maintained as a

General Common Element by the Association even though thirteen (13) of the spaces are Limited Common Elements), it shall be the responsibility of each Owners of a Unit or Suite served by a Limited Common Element to provide for the maintenance, cleaning, repair, and/or replacement of such Limited Common Element. It shall be the joint and several responsibility of the Owners of Units or Suites served by a Shared Limited Common Element to provide for the maintenance, cleaning, repair, and/or replacement of such Shared Limited Common Element. The manner of performing such maintenance, cleaning, repair, and/or replacement shall be determined by the vote of a Majority of such Owners based on their respective Percentage Interests. In the event that the Association determines one or more Owners have failed to properly discharge their obligations to the extent that the Limited Common Element or Shared Limited Common Element becomes unsafe or a nuisance to others, the Association shall deliver such Owner(s) with written notice that the Association intends to provide the necessary maintenance, cleaning, repair, and/or replacement at the sole cost and expense of such Owner(s). The recovery of any amounts actually expended by the Association for the necessary maintenance, cleaning, repair, and/or replacement of such Shared Limited Common Elements shall be secured by a Special Individual Assessment, which shall be promptly paid by the Owners and shall become a lien against the Units in the same fashion as any other Assessment levied under this Master Deed, and shall be subject to late charges and interest.

8. Master Deed, Section 12.2.2. Section 12.2.2 of the Master Deed is deleted in its entirety and replaced with the following:

12.2.2. Adoption. This Master Deed may be amended at any time and from time to time at a meeting of the Association called in accordance with the By-Laws and this Master Deed upon the vote of the Owners holding a Majority of the Total Percentage Interests. If the By-Laws are amended, such amendment will be valid *only* when approved by Owners holding at least sixty-seven percent (67%) of the Total Percentage Interests. No amendment may change the Percentage Interest of an Owner without such Owner's consent.

Except as specifically modified or amended herein, or as necessary to properly carry forward or implement any of the amendments or modifications contained herein, the Master Deed and By-Laws, as well as the First Amendment to them, shall have full force and effect in accordance with their original terms and provisions.

IN WITNESS WHEREOF, the President and members of the Board of Directors for the Association have signed this Second Amendment to Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for The Lofts at Printers Square Horizontal Property Regime by and on behalf of the Association and in witness whereof, have set their hand and seal this 19th day of May, 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Jane Clarke
Mark Hulse

Nancy J. Dand
Charles Skuto

James Colwell
Mark Hulse

THE LOFTS AT PRINTERS SQUARE
CONDOMINIUM OWNERS
ASSOCIATION, INC.

By: Jane Clarke
Jane Clarke, President & Board Member

BY: Ken Wheat
Ken Wheat, Board Member

BY: Steve Hinson
Steve Hinson, Board Member

CERTIFICATION

We, the undersigned President and Board Members of The Lofts At Printers Square Condominium Association, Inc. ("Association"), do hereby certify that Co-Owners holding at least a majority of the voting interests in the Association adopted a Resolution approving Second Amendment to Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for The Lofts at Printers Square Horizontal Property Regime and authorizing and directing the Association to execute the same and file it in the Office of the Register of Deeds for Richland County, as evidenced by the records of the Association. The Second Amendment, upon recordation, is to be in full force and effect. We further certify that the Declarant and developer, The Lofts at Printer Square, LLC, no longer owns any Unit and its consent to amendment of the Master Deed is no longer required.

BY: Jane Clarke
Jane Clarke, President & Board Member

BY: Ken Wheat
Ken Wheat, Board Member

BY: Steve Hinson
Steve Hinson, Board Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me, the above-named witness, who being duly sworn, states that (s)he saw the within named The Lofts At Printers Square Condominium Association, Inc. by and through Jane Clarke, its President and Board Member, sign, seal and deliver as its act and deed, the within Second Amendment to Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for The Lofts at Printers Square Horizontal Property Regime, and that(s)he with the other above-named witnessed the execution hereof.

Alfred H. Smith

SWORN to and subscribed before me
this 19th day of May, 2016.

Alfred H. Smith (L.S.)
Notary Public for South Carolina
Circuit Court Judge

My Commission Expires: June 30, 2020

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me, the above-named witness, who being duly sworn, states that (s)he saw the within named The Lofts At Printers Square Condominium Association, Inc. by and through Ken Wheat, its Board Member, sign, seal and deliver as its act and deed, the within Second Amendment to Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for The Lofts at Printers Square Horizontal Property Regime, and that(s)he with the other above-named witnessed the execution hereof.



SWORN to and subscribed before me
 this 26 day of July, 2016.

Mary John (L.S.)
 Notary Public for South Carolina

My Commission Expires: My Commission Expires 9-30-24

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me, the above-named witness, who being duly sworn, states that (s)he saw the within named The Lofts At Printers Square Condominium Association, Inc. by and through Steve Hinson, its Board Member, sign, seal and deliver as its act and deed, the within Second Amendment to Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for The Lofts at Printers Square Horizontal Property Regime, and that(s)he with the other above-named witnessed the execution hereof.



SWORN to and subscribed before me
 this 19th day of May, 2016.

Alfred Lee (L.S.)
 Notary Public for South Carolina

Circuit Court Judge
 My Commission Expires: June 30, 2020

**RESOLUTION TO AMEND MASTER DEED
AND DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR
THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME**

WHEREAS, the Board of Directors has deemed it in the best interests of The Lofts at Printers Square Horizontal Property Regime and the The Lofts at Printers Square Condominium Association, Inc. ("Association") to adopt the Second Amendment to Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens For The Lofts At Printers Square Horizontal Property Regime ("Amendment"), a copy of which accompanies this Resolution;

WHEREAS, the Amendment delineates provisions of the Master Deed to be added, deleted or modified;

WHEREAS, the Master Deed for The Lofts at Printers Square Horizontal Property Regime may be amended from time to time by resolution adopted by the affirmative vote of Co-Owners holding a majority of the voting interests in the Association;

WHEREAS, at a formal meeting held May 19, 2016 at 6:30 PM at 530 Lady Street, Unit 203, Columbia, South Carolina, 29201, the Co-Owners, by an affirmative vote of those owners holding a majority of the voting interests in the Association, approved this Resolution and desire and direct that the Amendment be executed and recorded;

NOW THEREFORE, IT IS RESOLVED, that the Association, by and through its undersigned President and Board Members, and upon an affirmative vote of those owners holding a majority of the voting interests in the Association, shall forthwith execute the Second Amendment to Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for The Lofts at Printers Square Horizontal Property Regime and record the Amendment in the Office of the Register of Deeds for Richland County, and upon such recording, said Amendment shall be in full force and effect.

IN WITNESS WHEREOF, we, the undersigned have executed our names as President and members of the board of Directors of the Association, this 19th day of May, 2016.

[SIGNATURES ON FOLLOWING PAGE]

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Jane Clark
[Signature]

Ken Wheat
[Signature]

Steve Hinson
[Signature]

THE LOFTS AT PRINTERS SQUARE
CONDOMINIUM OWNERS
ASSOCIATION, INC.

By: Jane Clark
Jane Clark, President & Board Member

BY: Ken Wheat
Ken Wheat, Board Member

BY: Steve Hinson
Steve Hinson, Board Member

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

THE LOFTS AT PRINTERS SQUARE
CONDOMINIUM ASSOCIATION, INC.

RECORDING OF DOCUMENTS PURSUANT TO
THE SOUTH CAROLINA HOMEOWNERS
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-
110 TO -170):

1. RULES AND REGULATIONS
2. RULES ENFORCEMENT AND FINE POLICY

CROSS REFERENCE: MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS EASEMENTS, CHARGES, AND LIENS FOR THE LOTS AT PRINTERS SQUARE
HORIZONTAL PROPERTY REGIME recorded in Book 1693 Page1072.

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Master Deed and Declaration of Covenants, Conditions, Restrictions Easements, Charges, and Liens for the Lots at Printers Square Horizontal Property Regime was recorded on July 7, 2011, in the Office of the Register of Deeds for Richland County in Deed Book 1693 at Page 1072 (as amended and supplemented, the “**Master Deed**”); and

WHEREAS, pursuant to the Master Deed, The Lofts at Printers Square Condominium Association, Inc. is the Homeowners Association for the Lofts at Printer’s Square Condominiums; and

WHEREAS, The Lofts at Printers Square Condominium Association, Inc desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules, and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, The Lofts at Printers Square Condominium Association, Inc., does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Rules and Regulations for the Lofts at Printers Square Condominium Association, Inc., attached as **Exhibit A**.
2. Rules Enforcement and Fine Policy, attached as **Exhibit B**.



IN WITNESS WHEREOF, The Lofts at Printers Square Condominium Association, Inc.,

has by its duly authorized officer set its hand and seal this 29 day of December,
2021.

[SIGNATURE PAGE TO FOLLOW]

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SIGNED	SEALED	AND	THE LOFTS AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC.
DELIVERED			
in the presence of:			
		By: 	(L.S.)
(witness #1)		Print Name: <u>Susan Sullivan</u>	
		Its: <u>President</u>	
(witness #2)			

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, Lily Park, Notary Public for the State of South Carolina, do hereby certify that The Lofts at Printers Square Condominium Association, Inc. by Susan Sullivan, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29 day of Dec, 2021.

July Pare
Notary Public for South Carolina
My

Expires: 7-27-27

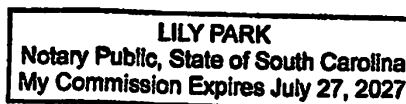


EXHIBIT A

Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for the Lofts at Printers Square Horizontal Property Regime along with the By-laws of the Association are recorded with the Register of Mesne Conveyance Office for Richland County on July 7, 2011, in Deed Book 1693 at Page 1072. A First Amendment to Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for the Lofts at Printers Square Horizontal Property Regime was recorded with the Register of Mesne Conveyance Office for Richland County on April 6, 2012, in Deed Book 1755 at Page 3021. A Second Amendment to Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for the Lofts at Printers Square Horizontal Property Regime was recorded with the Register of Mesne Conveyance Office for Richland County on July 27, 2016, in Deed Book 2132 at Page 3334.

STATE OF SOUTH CAROLINA	)	RULES AND REGULATIONS FOR
	)	THE LOFTS AT PRINTERS SQUARE
COUNTY OF RICHLAND	)	CONDOMINIUM ASSOCIATION, INC.

I. Introduction

These Rules and Regulations define the authority granted to the Board of Directors (the "Board") of The Lofts at Printers Square Condominium Association, Inc. (the "Association") by the Master Deed and Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for the Lofts at Printers Square Horizontal Property Regime (the "Master Deed"), the By-Laws of the Lots at Printers Square Condominium Association, Inc. (the "By-laws") and are enacted for the purpose of maintaining and preserving the safety and quality of life as well as the property value of this condominium. Further, this document creates additional Regulations for the entire building, for the use of both commercial and residential units, as well as Common Areas within the building and for the actions and behavior of all property owners, renters, their family members, guests, invitees and licensees, while residing in and visiting the building or while using Common Areas and facilities within the building.

Capitalized terms used in this document shall have the same meaning as the definitions in the Master Deed and should there be any conflicts between these Rules and Regulations and the Master Deed, the Master Deed shall control.

II. Scope of Authority Granted

The scope of authority granted to the Board is set out in Article III, of the Master Deed and Article VI of the By-laws. In addition to creating certain specific Regulations, the Master Deed authorizes the Board to create additional Rules and Regulations concerning the use and occupancy of the units under Article V, Section 5.5.7. The Board is also authorized to amend the Regulations contained in this document as well as any other Regulations that the Association might create and add to these documents from time to time. Article VI, Section 6.1.1 of the Bylaws, gives the Board the power to adopt and publish rules and regulations governing the use of the Common Elements and facilities and the personal conduct of the Members of the Association and their families, guests and invitees thereon, and to establish penalties for the infraction or violation thereof.

To assure compliance with the Master Deed and this document, the Master Deed in Article VII, Section 7.3, makes available to the Association remedies to enforce the Master Deed and any Rules & Regulations enacted by the Board.

III. Variances

The Association shall have the right to, as determined in its sole discretion grant temporary or permanent variances to any Regulations set out in this document that are not violations of the Master Deed. All variances shall be in writing and shall be specific as to the time period for which it is in effect and the action that is to be allowed. Nothing herein shall be deemed to allow the Board of Directors to grant variances to any law or ordinance or to the ruling or decision of any governmental body having jurisdiction.

IV. Enforcement

If an Owner or renter fails to comply with these Rules and Regulations, the Association may take such action as the Board of Directors determines is appropriate to enforce the Regulations, in accordance with the notice and fining provisions established in Rules Enforcement and Fine Policy.

V. General Provisions

5.1 Applicability of Regulations

These Rules and Regulations are binding on all Owners, tenants, occupants, guests, invitees, licensees, agents and contractors of Owners. Owners must provide a copy of these Rules and Regulations to all parties mentioned above. All tenants must also be provided with a copy of the Master Deed and By-Laws. Owners are responsible for the actions of all of their tenants, occupants, guests, invitees, licensees, agents and contractors.

5.2 Noise

Loud noise, music, or other audible irritants which materially disturb or interfere with the peaceful and quiet enjoyment of any unit in the building will not be tolerated, pursuant to Article V, Section 5.3 of the Master Deed. Noise from music, television, and loud talking must be kept at a reasonable level so as to not be audible from other units or Common Areas. Amplified music in the form of disc jockeys, live bands, karaoke machines, vocalists, etc. are not permitted. Further, under City of Columbia Code of Ordinances Section 8-63(B), it is unlawful to disturb others with music between the hours of 10:00 PM and 7:00 AM.

5.3 Common Areas

The Common Areas shall not be used for any commercial purposes, nor shall they be made available to non-owners, except for accompanied guests of Owners. Each Owner shall have an equal right and easement of enjoyment in and to the Common Areas, subject to the terms and conditions contained in these Rules and Regulations.

- a. Smoking and vaping is prohibited in all common areas and is not permitted within twenty-five (25) feet of the building.
- b. At no time may any items be stored, or any trash be collected in the Common Areas without prior written approval from the Board.
- c. Loitering is prohibited in all Common Areas of the building.
- d. Litter of any type is prohibited in the Common Areas of the building.
- e. Proper attire is expected Common Areas.
- f. Propping open elevator doors is prohibited.
- g. Blocking access to Common Areas is prohibited.

5.4 Doors and Building Access

Safety and security within the building is of the utmost importance.

- a. No entrance doors shall be propped open or blocked for any reason unless previously approved by the Board in writing. In the case of deliveries, an Owner must be present the entire time of the delivery in order to monitor access to the building and immediately secure the door once delivery is complete.
- b. No Owner shall disclose building access codes to any non-owner, without prior approval.
- c. Access to the roof of the building is prohibited, except by HVAC or other contractors as needed.
- d. Make sure roof access door is closed and locked.

5.5 Animals and Pets

No exotic or domestic animals of any kind shall be kept or maintained within any Unit, with the exception of birds, dogs, cats, ornamental fish, and other household pets as may be permitted by the Association. The Association must be made aware of all animals being kept on the premises so that a record may be maintained. All pets, while outside of any Unit shall be kept on a leash or other proper restraint and shall at all times while outside be accompanied by the Owner or the Owner's agent. All animal waste must be immediately cleaned up and disposed of properly.

5.6 Balconies

- a. Throwing or dropping of items of any type from balconies or windows is strictly prohibited.
- b. Yelling or screaming to others from balconies or windows is prohibited.
- c. Laundry, bedding and the like shall not be hung out to dry in any position in which is visible from the exterior of any Unit.

5.7 Parking

In addition to all terms related to parking described in Section 2.14 of the Master Deed, the following rules shall also apply:

- a. Blocking of the parking area is prohibited.
- b. Loitering of any type is prohibited in the parking area.

5.8 Short Term Leases and Rentals

In accordance with Article VI, Section 6.2.1, of the Master Deed, no Residential or Commercial Unit shall be leased for any type of rental for a period less than twelve (12) months. This restriction/prohibition specifically includes, but is not limited to, renting Units for nonresidential uses, such as special events, functions, and parties, as well as renting Units through Airbnb, VRBO, Homeaway, or other similar providers for hotel-like arrangements.

5.9 Fireworks

No "fireworks" or other explosive devices of any type shall be discharged in or around the building by Owners, tenants, occupants, guests, invitees, licensees, agents and contractors of Owners

5.10 Water Emergencies

In the event of a water emergency, utilize the main shut off valve located on each floor of the building. Please notify the Association immediately if an issue arises that necessitates utilizing the main shut off valve. A plumber must be dispatched to repair the issue as soon as possible.

VI. Other Regulations

These Rules and Regulations are in addition to any restrictions enacted under Article V of the Master Deed. The Association may issue additional Rules and Regulations or modify these from time to time. The Board reserves the right to review special circumstances or requests for accommodation on a case by case basis.

[SIGNATURE PAGE TO FOLLOW]

ADOPTED this 29th day of December, 2021.

By: _____

Print Name: _____

By: 

Print Name: CARL ESTRADA

By: 

Print Name: KENNETH WHEAT

By: 

Print Name: Susan Sullivan

By: _____

Print Name: _____

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EXHIBIT B

RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOFTS AT PRINTERS SQUARE CONDOMINIUM ASSOCIATION, INC.

The undersigned, being the Board of Directors of The Lofts at Printers Square Condominium Association, Inc. (the "Board" and the "Association," respectively), do hereby adopt the following:

RULES ENFORCEMENT AND FINE POLICY

WHEREAS, Article VI, Section 6.1.1 of the Bylaws and Article VII, Section 7.2 of the Master Deed authorizes the Board to adopt reasonable Rules and Regulations.

WHEREAS, Article VII, Section 7.3 of the Master Deed authorizes the Board to impose sanctions for the violations of the Declaration, to include imposition of monetary fines and suspension of common services and privileges of membership.

AND WHEREAS, Article IV, Section 4.10 of the Master Deed also provides that monetary fines shall constitute a lien upon the Property of the violating Property Owner.

NOW THEREFORE, The Board hereby adopts the following Policy outlining Rules Enforcement and Fines:

I. Violation Responsibility:

- a. As set forth in Article VI, Section 6.2.2 of the Master Deed, the Owner shall cause all occupants of his or her unit to comply with Rules and Regulation and shall be responsible for all violations by such occupants.

II. Violation Reporting Procedure:

- a. Suspected violations of the Rules and Regulations shall be reported to the Board and the Property Management Company through the online Property Management Portal. When reporting violations, it is important to include as much detail and evidence of the violation as possible, to include photographs and or video. The complaint will be investigated as soon as possible. If the Property Manager is unable to resolve the issue quickly, the complainant is encouraged to call the City of Columbia Police Department's non-emergency line at: (803) 252-2911 to file a report. Additionally, rules violation may be observed by the Property Manager during his/her routine inspections. The Board along with Property Management will investigate all alleged violations. Should it be determined that a violation of the Rules and Regulations has occurred, the Enforcement Procedures shall apply.

III. Enforcement Procedures:

1. Notice of Violation; Levying of Fines.

- a. A written Notice of Violation shall be served on the responsible Owner, via registered or certified U.S. Mail, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for notice purposes (or by hand-delivery if the Owner's designated address is the Owner's Unit). The Notice of Violation shall include:
 - i. A statement of the nature or grounds for the alleged violation.
 - ii. The action needed to remedy or correct the alleged violation, if the alleged violation is of a continuing nature.
 - iii. The amount of the fine, if any, that will levied for the alleged violation (according to the Schedule of Fines below).
 - iv. If the alleged violation is of a continuing nature, informing the responsible Owner of the deadline for compliance in order to avoid the levying of Ongoing Fines, and specifying the maximum amount of Ongoing Fines that can potentially be levied according to the Schedule of Fines below.
 - v. A statement informing the responsible Owner of his or her right to make a written request for a hearing within fifteen (15) days of the date of the Notice of Violation.
- b. If a hearing has not been timely requested as detailed below in Section 2(a): (1) the fine, if any, set forth in the Notice of Violation will be levied; and (2) with respect to violations of a continuing nature, if the violation is not remedied or corrected prior to the expiration of the deadline, the Board may thereafter levy Ongoing Fines for the continuing violation in accordance with the Schedule of fines below. Ongoing Fines may be levied without further opportunity for a hearing.

2. Hearing.

- a. Hearing Rights. The responsible Owner may request a hearing before the Board by serving a written request within fifteen (15) days of the date of the Notice of Violation. The hearing request must be sent to the Association at 530 Lady Street, Columbia, SC 29201. The failure to timely request a hearing before the Board shall result in a waiver of all rights to dispute, challenge or otherwise seek reconsideration of the alleged violation and any fine(s) levied. If a hearing is timely requested, the Board shall conduct the hearing as soon as reasonably practicable, and the Board must schedule the date, time, and location for the hearing to provide the responsible Owner reasonable opportunity to prepare for the hearing and to be present at the hearing. Following such hearing, the Board will issue a written decision and shall serve a written notice of the decision on the responsible Owner.

- b. Effect of a Timely Request For a Hearing. If a hearing is timely requested, the following provisions shall apply:
- i. A fine for the alleged violation shall not be levied prior to the issuance of a written decision by Board following the hearing.
 - ii. If the alleged violation is of a continuing nature or continues to exist and remain uncorrected after the deadline for compliance to avoid Ongoing Fines, the deadline shall be suspended until the issuance of a written decision by Board following the hearing. If the violation is upheld at the hearing and the violation remains uncorrected, the written decision of the Board shall set a new deadline for compliance to avoid Ongoing Fines, which shall be reasonable and not less than ten (10) days after service of the written notice of the decision of the Board of, but in no event prior to deadline for compliance in the Notice of Violation. If the violation is not remedied or corrected prior to the expiration of the deadline for compliance, the Board may thereafter levy Ongoing Fines for the continuing violation in accordance with the Schedule of fines below. The ongoing Fines may be levied without further opportunity for a hearing.

3. Schedule of Fines.

- a. Rules for Determining Offense Number. As set forth in the Master Deed, the Owner shall cause all occupants of his or her unit to comply with Rules and Regulation and shall be responsible for all violations by such occupants. As such, any violations by any of the foregoing shall be counted as a violation of the responsible Owner for purposes of determining the offense number. A violation of the same provision of the governing documents may be considered to be the same or a substantially similar violation for purposes of determining the offense number. Only a violation for which a Notice of Violation was issued shall be used in determining the offense number.
- i. First Offense. A violation shall be deemed to be a First Offense if, in the preceding thirteen (13) month period, the responsible Owner has not had the occurrence of a violation that is the same or substantially similar.
 - ii. Second Offense. A violation shall be deemed to be a Second Offense if, in the preceding thirteen (13) month period, the responsible Owner has had one other occurrence of a violation that is the same or a substantially similar.
 - iii. Third and Subsequent Offenses. A violation shall be deemed to be a Third and Subsequent Offense if, in the preceding thirteen (13) month period, the responsible Owner has had, in the aggregate, two or more other occurrences of violations that are the same or substantially similar.

b. Fine Amounts:

i. First Offense:

1. Fine for Violation: Warning – no fine.
2. Ongoing Fines: Up to \$100.00 for each seven (7) day period, or portion thereof, that the violation continues to exist and remain uncorrected after the deadline for compliance, but such Ongoing Fines shall not exceed an aggregate of \$1,000.00 per violation.

ii. Second Offense:

1. Fine for Violation: Up to \$250.
2. Ongoing Fines: Up to \$250.00 for each seven (7) day period, or portion thereof, that the violation continues to exist and remain uncorrected after the deadline for compliance, but such Ongoing Fines shall not exceed an aggregate of \$1,500.00 per violation.

iii. Third and Subsequent Offenses:

1. Fine for Violation: Up to \$500.
2. Ongoing Fines: Up to \$500.00 for each seven (7) day period, or portion thereof, that the violation continues to exist and remain uncorrected after the deadline for compliance, but such Ongoing Fines shall not exceed an aggregate of \$2,000.00 per violation.

4. Non-Payment of Fines.

- a. If a fine is not paid within the timeframe allotted above, a lien will be filed against the Owner's property pursuant to Article IV, Section 4.10 of the Master Deed.
- b. Unpaid fines may also result in the suspension of the Owner's voting rights and right to use Common Elements of the building pursuant to Article VI, Section 6.1.2 of the By-Laws.

The Board reserves the right to modify this policy at any time in its sole discretion.

In order to facilitate execution, this Resolution may be executed in multiple counterparts, which shall together constitute one original instrument.

ADOPTED this 29th day of December, 2021.

By: _____

Print Name: _____

By:  _____

Print Name: CARL ESTRIDGE

By:  _____

Print Name: KENNETH WHEAT

By:  _____

Print Name: Susan Sullivan

By: _____

Print Name: _____

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

The Lofts at Printers Square Condominium
Association, Inc,

Case No. 2022-CP-40-06509

Plaintiffs,

v.

M Gourmet Group, LLC,

Defendant.

ANSWER OF M GOURMET GROUP, LLC

Defendant M Gourmet Group, LLC (“M Gourmet”) answers the Complaint filed by Plaintiff The Lofts at Printers Square Condominium Association, Inc. (“Plaintiff”) and assert defenses as follows:

PARTIES AND JURISDICTION

1. M Gourmet admits the allegations of paragraph 1.
2. M Gourmet admits the allegations of paragraph 2.
3. M Gourmet admits the allegations of paragraph 3 inasmuch as it alleges the states the legal allegations in the Complaint but denies that M Gourmet has acted in any way that gives Plaintiff any relief.

4. M Gourmet admits the allegations of paragraph 4.

FOR A FIRST CAUSE OF ACTION

5. Answering the allegations of paragraph 5, M Gourmet realleges and incorporates their previous allegations as fully as if repeated herein.
6. M Gourmet admits the allegations of paragraph 6.

7. M Gourmet admits the allegations of paragraph 7.
8. M Gourmet admits the allegations of paragraph 8.
9. M Gourmet admits the allegations of paragraph 9.
10. M Gourmet admits the allegations of paragraph 10.
11. M Gourmet admits the allegations of paragraph 11.
12. M Gourmet admits the allegations of paragraph 12.
13. M Gourmet admits the allegations of paragraph 13.
14. M Gourmet admits the allegations of paragraph 14.
15. M Gourmet admits so much of paragraph 15 as is consistent with the public records of Richland County, South Carolina but denies any allegations inconsistent therewith.
16. Answering the allegations of paragraph 16, M Gourmet admits that on information and belief, Commercial Unit “A” and Commercial Unit “B” are subject to the terms of the First Amendment to the Master Deed.
17. M Gourmet admits so much of paragraph 17 as is consistent with the public records of Richland County, South Carolina but denies any allegations inconsistent therewith.
18. Answering the allegations of paragraph 18, M Gourmet admits that on information and belief Commercial Unit “A” and Commercial Unit “B” are subject to the terms of the Second Amendment to the Master Deed.
19. The allegations of paragraph 19 state legal conclusions to which no response is required. To the extent the allegations of paragraph 19 require an answer, M Gourmet admits so much of paragraph 19 that is consistent with the South Carolina Horizontal Property Act, and denies the remaining allegations.

20. Answering the allegations of paragraph 20, M Gourmet admits that Plaintiff enacted Rules and Regulations governing the use of The Lofts at Printers Square Horizontal Property Regime, but it is a legal conclusion as to whether they are in compliance with or consistent with the South Carolina Horizontal Property Act, and M Gourmet is without information sufficient to form a belief as to whether the Rules and Regulations were enacted in compliance with the Master Deeds, Plaintiff's Bylaws, and other governing documents.

21. Answer the allegations of paragraph 21, M Gourmet admits that Plaintiff filed the Rules and Regulations and that a true and accurate copy of the Rules and Regulations is attached as Exhibit E to the Complaint.

22. Answering the allegations of paragraph 22, M Gourmet is without information or knowledge sufficient to form a belief as to whether the Rules and Regulations were enacted in compliance with the Master Deeds, Plaintiff's Bylaws, and other governing documents. Further answering, M Gourmet states that to the extent the Rules and Regulations are enforceable against M Gourmet, they have been inconsistently, wrongfully, and unfairly enforced against M Gourmet.

23. The allegations of paragraph 23 call for a legal conclusion to which no response is required. To the extent a response is required, M Gourmet denies them.

24. M Gourmet denies the allegations of paragraph 24.

25. Answering the allegations of paragraph 25, M Gourmet admits that Plaintiff gave M Gourmet written notice of alleged violations.

26. M Gourmet admits the allegations of paragraph 26.

27. M Gourmet admits the allegations of paragraph 27.

28. M Gourmet denies the allegations of paragraph 28.

29. M Gourmet denies that Plaintiff is entitled to the relief requested in the Complaint.

FOR A FIRST DEFENSE
(Failure to state a claim)

30. Plaintiff's Complaint fails to state any claim on which relief may be granted.

FOR A SECOND DEFENSE
(Equitable Doctrines)

31. Plaintiff's claims are barred in whole or in part by all equitable doctrines available to M Gourmet, including, but not limited to, laches, waiver, consent, estoppel, unjust enrichment, and unclean hands.

FOR A SECOND DEFENSE
(Breach of Master Deed and governing documents)

32. Plaintiff is in violation of the Master Deed and amendments, Bylaws, and Rules in Regulations due to the manner in which it has sought to enforce the same against M Gourmet.

WHEREFORE, M Gourmet, having fully answered the Complaint of the Plaintiff, prays that the Complaint be dismissed with prejudice, award M Gourmet attorneys' fees and prejudgment interest, and grant such other and further relief as this Court deems just and proper.

s/Mary M. Caskey

Mary M. Caskey (SC Bar # 76198)
Alexandra C. Glunt (SC Bar # 105761)

Haynsworth Sinkler Boyd, PA
1201 Main Street, 22nd Floor
Columbia, South Carolina 29201
mcaskey@hsblawfirm.com
aglunt@hsblawfirm.com

February 16, 2023

*Attorneys for Defendant M Gourmet Group,
LLC*

STATE OF SOUTH CAROLINA * COURT OF COMMON PLEAS
COUNTY OF RICHLAND * TRANSCRIPT OF RECORD

-----X
LOFTS AT PRINTERS SQUARE *
CONDOMINIUMS ASSOCIATION, *
Plaintiff, *
vs. * Case No. 2022-CP-40-06509
M. GOURMET GROUP, LLC, *
Defendant. *
-----X

September 7, 2023

B E F O R E:

The Honorable J. Cordell Maddox, Presiding Judge

A P P E A R A N C E S:

Benjamin Bruner, Esq.
Attorney for the Plaintiff

Toby Ward, Esq.
Attorney for the Defendant

Recorded by: Webex Virtual Courtroom

Transcribed by: Bobbi Fisher, RPR
SC Official Court Reporter III

I N D E X

DESCRIPTION	PAGE
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E X H I B I T S

(None.)

COURT REPORTER LEGEND

Dash (--)	Indicates an interruption in speech
Ellipses (...)	Indicates trailing off in speech
(ph)	Indicates phonetic word
[Verbatim]	Indicates the word is said as written
(Indiscernible)	[Transcription] Indicates word(s) is not known due to audio recording quality

P R O C E E D I N G S

(The following proceedings started at 3:05 p.m.)

THE COURT: All right. It is now 3:05. Slowly catching up. Lofts at Printers Square Condominium versus M. Gourmet Group.

MR. BRUNER: Good afternoon, Your Honor.

THE COURT: Good afternoon. Let's look. It's an issue regarding whether or not restrictions or portions of a master deed apply to a unit purchased in a building. That was just my quick read.

MR. BRUNER: Correct, Your Honor.

THE COURT: Okay. And it is a motion for judgment on the pleadings and/or summary judgment -- or I guess "or". So, yeah, I'll be happy to hear you.

MR. BRUNER: Sure. May it please the Court, the Your Honor?

THE COURT: Yes, sir.

MR. BRUNER: Ben Bruner on behalf of the plaintiff. With me are Steve Henson and Tim Wheat and Sue Sullivan. They're the members of the board of The Lofts. I just want to make sure the Court is aware. They're here. They're interested.

THE COURT: Okay.

MR. BRUNER: This case, as you pointed out, is a -- I have got a picture. If I would be allowed to share my

1 screen, I can give Your Honor kind of a little more
2 context for this case, but it arises out of an
3 association. It's multi-use. Let's see.

4 Okay. And I'm hoping you can see my screen.

5 THE COURT: I can.

6 MR. BRUNER: Okay. So this is a picture, Your
7 Honor, of the building. It's a four-story building in The
8 Vista in downtown Columbia. It's --

9 MR. WARD: Your Honor, let me interrupt for a
10 moment. Toby Ward on behalf of the defendant. This is a
11 hearing on a motion for judgment on the pleadings. I
12 would object to the introduction of any evidence outside
13 of the pleadings.

14 MR. BRUNER: I wasn't planning on introducing this
15 as an exhibit, Toby. I was just giving the judge context.
16 I think he can decide it how he needs to.

17 THE COURT: Well -- and I understand your objection.
18 I won't take this into account as far as my ruling, but
19 for the purposes of demonstrating where it is, that helps
20 me a little bit, I think.

21 MR. WARD: Thank you, Your Honor.

22 MR. BRUNER: So this, Your Honor, is -- The Lofts is
23 a four-story building in downtown Columbia in The Vista.
24 The first story is comprised of what are labeled
25 Commercial Suite A and Commercial Suite B in the master

1 deed. The master deed was filed in 2011.

2 And then the top three floors you see here are all
3 residential units. At issue here -- as Your Honor pointed
4 out, at issue here is a dispute between the parties about
5 the enforceability of what I will refer to as the regime
6 documents. And by "the regime documents," I'm referring
7 to the original master deed, the first amendment to it,
8 the second amendment to it, the by-laws, and the rules and
9 regulations that were adopted, I believe, in 2021. So
10 that's the collective --

11 THE COURT: Okay.

12 MR. BRUNER: -- group of regime documents.

13 There is a dispute about the defendant's use. The
14 defendant, M. Gourmet Group, is the owner of record of the
15 commercial units on the first floor. I don't think that's
16 disputed at all. In recent years, a dispute has arisen
17 about the types of use that M. Gourmet Group has employed
18 in those units and whether those uses contradict or even
19 violate terms and conditions in the regime documents.

20 In this lawsuit -- this is a very, very streamlined
21 lawsuit. There are not allegations -- or the relief
22 sought here is not a money judgment against the defendant.
23 The relief sought here is a declaratory judgment that the
24 regime documents are valid, enforceable. Period. Full
25 stop.

1 We have not gotten to the point of a judgment
2 against the defendant based on what we believe violations
3 may exist. All we are trying to establish is that the
4 regime documents are valid and enforceable. So I filed
5 the complaint. I included with the complaint allegations
6 about the authenticity of exhibits, and the regime
7 documents were all attached as exhibits. An answer -- and
8 I served discovery, too.

9 An answer was served to those -- to the complaint.
10 It admitted the authenticity of all those exhibits. I
11 don't -- I'm not aware of any genuine dispute that the
12 exhibits -- the master deed, the amendments to it, the
13 by-laws, and the rules and regulations that we are here
14 about are not authentic -- not true and authentic copies
15 or are not valid. And, at that time, when I got that
16 answer and the request -- the responses to the request to
17 admit, I filed this motion. I read the answer. I read
18 the discovery responses. I filed this motion.

19 Ms. Michelle Wang, who is the owner of M. Gourmet
20 Group, fired a lawyer, got a new lawyer, and now, there's
21 a motion to amend and to serve amended responses pending
22 also.

23 THE COURT: Okay.

24 MR. BRUNER: That is not on the roster for today,
25 but the long and short of it from our perspective, Judge,

1 is even accepting -- even taking into account the
2 allegations and the responses for the amended pleadings,
3 there is no issue here about the validity and the
4 enforceability of the regime documents. The master deed
5 is enforceable. The amendments to it are enforceable.
6 The rules and regulations -- that's -- that's where we are
7 right now. We're trying to establish the enforceability.

8 Now, the defendant has raised arguments in the
9 proposed amended responses and the proposed amended answer
10 about the enforceability of the second amendment to the
11 master deed because she contends the second amendment
12 violates the first -- or the master deed as amended by the
13 first amendment. In essence, she says that, when she
14 bought the commercial units, she had a property interest
15 that the regime could not take away by amending the master
16 deed.

17 Firstly -- firstly, the second amendment was in
18 2016. That was seven years ago. If she had a valid claim
19 about that, it long expired. There's a three-year statute
20 of limitations. She can't come into court now in 2023 and
21 try to litigate that. She had her chance. She didn't act
22 on it. So her causes of action that she proposes in her
23 amended answer would be futile, if you want to look at it
24 in terms of Rule 15. It would be futile to allow that
25 because they're going to fail as a matter of law under the

1 statute of limitations.

2 Secondly, I think that argument overlooks the fact
3 that -- what she says is the association and the board
4 could not reassign parking places. Well, in this case,
5 Your Honor, we did not reassign the parking places. We
6 amended the master deed pursuant to the protocols that are
7 given in it. That's what was required. That's what was
8 done. So I don't know that any of her counter-arguments
9 carries any water, Your Honor. And if you look at the
10 pleadings, there's no genuine dispute about enforceability
11 of those regime documents.

12 I'll shut up now.

13 THE COURT: Okay. Yes, sir?

14 MR. WARD: Thank you. Good afternoon, Judge Maddox.
15 May it please the Court?

16 THE COURT: Good afternoon.

17 MR. WARD: I'm Toby Ward, and I have the pleasure of
18 representing the defendant in this action. And present
19 with me is Ms. Wang.

20 I know Your Honor is well-versed in the rules of
21 procedure, but, first of all, as you know, a motion for
22 judgment on the pleadings is a drastic remedy to be
23 sparingly applied. And, second of all, we think that, if
24 you just look at the pleadings themselves, this motion
25 should be denied --

1 THE COURT: I'm sorry; my TV popped on. Like I
2 said, it's one of those days.

3 MR. WARD: Yes, sir.

4 We think that the motion should be denied because,
5 first of all, the original answer that was filed by
6 Ms. Caskey (ph) on behalf of the defendant, it raised
7 claims of laches, labor, consent, estoppel, and unjust
8 enrichment. And those claims are entitled to be heard.

9 Second of all, the original answer claim that the
10 defendant -- I mean, excuse me, that the plaintiff
11 breached the master deed and the amendments and the rules
12 and regulations by the manner in which it enforced those
13 things. The defendant also did not admit in the answer
14 that the rules were validly enacted but just that it
15 lacked sufficient information and belief about those.

16 They also denied -- that answer also denied failing
17 to comply with the master deed, by-laws, rules and
18 regulations. And, again, it specifically alleged in the
19 answer that the rules and regulations are being enforced
20 inconsistently, wrongfully, and unfairly.

21 So, first of all, in order to grant this relief,
22 you're going to have to disregard the allegations of the
23 answer of record and just roll with the plaintiff's
24 complaint.

25 Second of all -- and this is what is set out in the

1 plaintiff's complaint. They're attempting to enforce the
2 master deed, and one of the provisions -- and this all --
3 this dispute has largely to do with the assignment of
4 parking. As Your Honor knows, this property is located in
5 The Vista of Columbia where parking is at a premium.

6 When the defendant purchased the property, the two
7 units -- commercial units, the master deed first amendment
8 was enacted to give the defendant 11 parking spaces. In
9 reliance upon that provision, the defendant purchased the
10 two commercial units and spent over a million dollars
11 fixing them up.

12 The last sentence of that master deed was amended by
13 the first amendment to say as follows, quote, "Declarant
14 and the association reserve the right to reassign the
15 parking spaces that constitute a limited common element
16 for each unit." Well, that would be great for the
17 association in this case, but then there's a semicolon
18 that says, "Provided, however, the number of parking
19 spaces assigned to each unit shall not be altered."

20 And so, in reliance upon that provision, the
21 defendant purchased the two condominium units and fixed
22 them up and turned them into a restaurant and a venue
23 space.

24 So, in 2016, the association amended the master deed
25 with the second amendment, which took away nine of the 11

1 spaces that were given in the first amendment. So that's
2 the genesis of this dispute.

3 The defendant denies that it failed to comply with
4 the master deed, and they did that in the original answer.
5 And we say that the rules have not been enforced
6 consistently and that's in the original answer.

7 As Mr. Bruner correctly points out, a motion to
8 amend was filed. Although it was filed recently, it was
9 sent to Mr. Bruner at the end of April, shortly after we
10 were retained, and the motion to amend isn't for hearing
11 today, but if Your Honor denies the motion for judgment on
12 the pleadings, we would expect that that motion would be
13 heard in relatively short order, and we'd like to think it
14 would be granted.

15 To sum it up, based on the pleadings themselves, the
16 defendant believes it would be improper for the Court at
17 this time to grant judgment on the pleadings.

18 THE COURT: Okay. So she's guaranteed 11. How
19 many -- does she still have 11, they're just in different
20 places?

21 MR. BRUNER: Yeah, I need to -- I'd like to address
22 that, Your Honor. I think -- and this is where we get to
23 the assigned versus -- you know, the board, on its own,
24 without amending the master deed, didn't have the
25 authority to reassign and give her fewer. What they did

1 was they then followed the process of amending the master
2 deed. And significantly, that second amendment doesn't
3 take the spaces away from her. They become first come,
4 first served, so she can still use them for her customers
5 when it was a restaurant at the time.

6 The crux of this dispute is it's no longer a
7 restaurant. They're running a bunch of -- this isn't in
8 the pleadings. The pleadings, of course -- you heard
9 Mr. Ward argue about enforcement, enforcement. We're here
10 just establishing the validity first. This is the gateway
11 issue of are the regime documents valid and enforceable.
12 We can later argue about the manner in which they're being
13 enforced.

14 So I think what's being injected is a request to
15 deny the motion based upon relief that we are not yet
16 seeking. To the extent she's saying the second amendment
17 is invalid, I think her time to dispute that has run,
18 number one. But, number two, it just made a lot of those
19 spaces first come, first served. And, again, the whole
20 protocol was followed as required. I know that because I
21 was involved in it.

22 THE COURT: Okay. And as I said to somebody this
23 morning, I do enjoy being able to stay home, usually. The
24 only problem is I get the documents the night before, and
25 I need to read through these. I told -- I think I have

1 only had three under advisements, but I have a pretty busy
2 week in Abbeville next -- or Oconee -- Abbeville tomorrow
3 and Oconee next week.

4 So let me do this: Let me take these home with me
5 tonight. I understand the argument. And then I'll let
6 you guys know something by Monday or Tuesday of next week.
7 I'll take it under advisement at least until then. But I
8 don't expect to take it any further at this point.

9 MR. WARD: All right. Thank you, Your Honor. And
10 you did receive the return to the motion that the
11 defendant filed?

12 THE COURT: Yeah. It would be on Jackie, my law
13 clerk's desk. She's collecting those, the ones I'm taking
14 home. I took some home for lunch, and I just have three,
15 but they're -- you guys did it right, instead of sending
16 me nine inches of statutory history, like some of the
17 other lawyers did, so I appreciate it.

18 MR. WARD: Yes, sir. Thank you for your time today,
19 Judge.

20 THE COURT: Sure. And, again, sorry to make you
21 wait.

22 MR. BRUNER: All right. Thank you, Judge.

23 THE COURT: Be safe.

24 MR. WARD: Thank you.

25 (The above matter concluded.)

1 CERTIFICATE OF TRANSCRIBER

2 CASE NAME/NUMBER: Lofts at Printers Condo v. M. Gourmet

3 Group

4 2022-CP-40-06509

5 DATE OF HEARING: 9/7/23

6 COURT REPORTER/MONITOR: Webex Virtual Courtroom

7 *****

8 I, Bobbi Fisher, do hereby certify that the
9 foregoing transcript is a true and correct record of the
10 recorded proceedings; that said proceedings were
11 transcribed to the best of my ability from the audio
12 recording and supporting information, and that I am
13 neither counsel for, related to, nor employed by any of
14 the parties to this case, and I have no interest,
15 financial or otherwise, in its outcome.

16
17 18 /s/ Bobbi Fisher

19 Bobbi Fisher, RPR and Certified Transcriber

20 Date Submitted: 1/11/2024

21
22 NOTE: PURSUANT TO RULE 607(h)(1)(B), SCACR, "A COURT
23 REPORTER SHALL RECEIVE THE FEE OF \$1.00 PER PAGE FOR
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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
	)	
The Lofts at Printers Square Condominium Association, Inc.,	)	Case No. 2022-CP-40-06509
	)	
Plaintiffs,	)	
	)	MOTION TO WITHDRAW AS COUNSEL
v.	)	
	)	
M Gourmet Group, LLC,	)	
	)	
Defendant.	)	
_____	)	

Pursuant to Rule 11(b) of the South Carolina Rules of Civil Procedure, the undersigned counsel, Tobias G. Ward, Jr., Esquire of the firm of Tobias G. Ward, Jr., PA, hereby moves the Court for an order permitting him to withdraw as counsel for Defendant M Gourmet Group, LLC.

In support of this motion, counsel would show the Court that Sarah T. Eibling, Esquire, Paul T. Collins, Esquire and Ashia Crooms-Carpenter, Esquire, all of the firm of Nelson Mullins Riley & Scarborough, LLP have been retained by the Defendant to take over the case, have filed Notice of Appearance in the case and will remain as counsel for Defendant M Gourmet Group, LLC in the above-captioned matter, will fulfill all of the obligations and responsibilities of this representation, and consent to the undersigned's withdrawal of his representation. The undersigned's removal as counsel of record will have no adverse impact on the case or on the interests of Defendant M Gourmet Group, LLC therein. Accordingly, Mr. Ward seeks to be relieved of any further obligation to represent Defendant M Gourmet Group, LLC in the above-captioned matter.

WHEREFORE, the undersigned respectfully requests that he be permitted to withdraw as counsel, that he be relieved of any further obligation to appear in this case, and that the Clerk of Court's office be instructed to remove him as counsel of record.

Dated: January 3rd, 2024

Respectfully submitted,

s/Tobias G. Ward, Jr. PA
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Counsel for Defendant M
Gourmet Group, LLC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	Case No. 2022-CP-40-06509
	)	
The Lofts at Printers Square	)	
Condominium Association, Inc.	)	
	)	
Plaintiff,	)	DEFENDANT’S RETURN TO
	)	PLAINTIFF’S MOTION FOR JUDGMENT
	)	ON THE PLEADINGS
v.	)	
	)	
M. Gourmet Group, LLC,	)	
	)	
Defendant.	)	
	)	

The Defendant M. Gourmet Group, LLC (“M. Gourmet”), by way of return to the Plaintiff’s Motion for Judgment on the Pleadings, responds as follows:

FACTUAL/PROCEDURAL BACKGROUND

On July 7, 2011, the Lofts at Printer Square, LLC (Declarant) filed a Master Deed pursuant to S.C. Code Ann. §27-31-10 *et. seq.* to create a horizontal property regime located on the corner of Lady Street and Pulaski Street in Columbia, South Carolina. The regime consists of 2 Commercial Units “A” and “B” on the ground floor with 11 residential units on floors two through four. Parking spaces surround the building, but there is also an Additional Parking Area (0.22 acres) that was owned by the Declarant and licensed to the Plaintiff Lofts at Printers Square Condominium Association, Inc. (“the Association”) (See Exhibit A to Complaint). On April 6, 2012, the Declarant sold commercial units A & B to the Defendant M. Gourmet Group, LLC (“M. Gourmet”). (Complaint Exhibit B).

On the same date, as authorized by Article XII, Section 12.1 of the Master Deed, the Declarant filed the First Amendment to the Master Deed and Bylaws. (Exhibit C to the Complaint) This Amendment which the Defendant contends was integral to her decision to

purchase the commercial units provided among other changes, Section 2.14.1 which made the Additional Parking Area a limited common element of the regime and specifically assigned Six (6) parking spaces as the limited common area of Commercial Suite A and Five (5) parking spaces were assigned as the limited common area for Commercial Suite B. The remaining 11 parking spaces were the limited common area of the residential units.

The last sentence of Section 5.6 of the Master Deed which governs the right to use the Common Elements, was also deleted and replaced with the following, “Declarant and the Association reserve the specific right to reassign the parking spaces that constitute a Limited Common element for each Unit; **provided, however that the number of parking spaces assigned to each Unit shall not be altered.**” *Emphasis added.*

The First Amendment also provided “However, notwithstanding anything to the contrary in the foregoing or in this Master Deed, nothing in the Master Deed shall be deemed to prohibit the use of any Commercial Unit as a restaurant or test kitchen, nor shall any Rules or Regulations of the Board unreasonably restrict the use of the Commercial Units so as to preclude their use as a restaurant or test kitchen.”

On December 29, 2012, the Declarant deeded the Assignment Parking Area to the Association subject to the covenants and restrictions of record.

Thereafter, on May 19, 2016, the Association, (without the consent of the Plaintiff) adopted the Second Amendment to the Master Deed which took nine (9) parking spaces which were limited common elements of the Commercial Units and away from the Commercial Units and made them General Common Elements to be assigned at “the discretion of the Board.” Exhibit D to the Complaint.

On December 29, 2021, the Association filed certain Rules and Regulations governing the regime. (Exhibit E to the Complaint)

The Association commenced this action for a declaratory judgment on December 13, 2022, praying for an order declaring the Master Deed, Amendments to it, Bylaws and Rules and Regulations are valid and enforceable as well as an award of attorney's fees and costs.

M. Gourmet, through its former counsel, filed an Answer on February 16, 2023. In the Answer, counsel for M. Gourmet admitted upon information and belief the validity of the Master Deed, and First and Second Amendments. M. Gourmet also admitted upon information and belief, Commercial Units A & B are subject to terms of the Master Deed , First, and Second Amendments.

M. Gourmet admitted that the Association enacted Rules and Regulations but stated it lacked sufficient information as to whether they were enacted in compliance with the South Carolina Horizontal Property Act, the Master Deed, Bylaws, and other governing documents.

M. Gourmet denied failing to comply with the Master Deed, Bylaws, and Rules and Regulations regarding Commercial Units A and B. Also, M. Gourmet specifically alleged that the extent the Rules and Regulation were enacted, they have been inconsistently, wrongfully, and unfairly enforced against M. Gourmet.

Also on February 16, 2023, M. Gourmet's former counsel filed responses to Requests for Admission. In these responses, former counsel for M. Gourmet again admits the general validity and enforceability of the Master Deed, First and Second Amendments, and Rules and Regulations, but denies M. Gourmet violated the terms and conditions of these documents.

On March 13, 2023, the Plaintiff filed the present motion for judgment on the pleadings.

On March 17, 2023, for a variety of reasons including that former counsel did not believe she was the right counsel to pursue a counterclaim, M. Gourmet consented to an order relieving its former counsel. On April 14, 2023, the undersigned counsel filed his Notice of Appearance on behalf of M. Gourmet.

On April 27, 2023, M Gourmet's new counsel forwarded a proposed amended complaint and amended response to Requests for Admission. (See email attached as Exhibit A). Filed copies of the proposed Amended Answer and Amended Responses to Requests for Admission, along with the motion to amend are attached as Exhibit B, C and D and incorporated in this return by reference.

The amended pleadings are not substantially different than the original pleadings. The primary difference is that M. Gourmet contests the validity of the Second Amendment as being directly contrary to the protections and prohibitions of the First Amendment. M. Gourmet also admits the enforceability of the Rules and Regulations provided they were lawfully promulgated and lawfully, fairly and equitably enforced. Finally, the Amended Answer adds claims for court action to protect a minority member and for declaratory judgment as to the Second Amendment to the Master Deed.

STANDARD OF REVIEW

"Any party may move for a judgment on the pleadings under Rule 12(c), SCRCp."); *id.* (stating that when considering a motion for judgment on the pleadings, "the court must regard all properly pleaded factual allegations as admitted"); *Pope v. Wilson*, 427 S.C. 377, 384, 831 S.E.2d 442, 445-46 (Ct. App. 2019) ("In evaluating a Rule 12(c) motion, the court must consider that 'a complaint [or Answer] is sufficient if it states any cause of action [or defense] or it appears that the plaintiff [defendant] is entitled to any relief whatsoever.'" (*brackets*

added)(*quoting* Falk, 341 S.C. at 287, 533 S.E.2d at 353)); *Falk*, 341 S.C. at 287, 533 S.E.2d at 353 (stating appellate courts have "held that pleadings in a case should be construed liberally so that substantial justice is done between the parties" (*quoting Russell v. City of Columbia*, 305 S.C. 86, 89, 406 S.E.2d 338, 339 (1991))); *id.* ("**[A] judgment on the pleadings is considered to be a drastic procedure by our courts.**" (*quoting Russell*, 305 S.C. at 89, 406 S.E.2d at 339)); *Emery v. Smith*, 361 S.C. 207, 215, 603 S.E.2d 598, 602 (Ct. App. 2004)

DISCUSSION

As noted in the prayer for relief, the Plaintiff is praying for an order declaring the Master Deed, both Amendments to it, Bylaws and Rules and Regulations are valid *and enforceable* against the Defendant M. Gourmet.

1. JUDGMENT ON THE PLEADINGS SHOULD BE DENIED UNDER THE ORIGINAL PLEADINGS.

Even just considering the allegations in the original answer this court should deny judgment on the pleadings. The Defendant has expressly claimed in the original Answer (taken as true for this motion) that the Plaintiff's claims are barred by laches, waiver, consent, estoppel, and unjust enrichment. While this may not bar the validity of the documents it could bar their enforceability and that is enough to deny judgment on the pleadings. Likewise, the Defendant has claimed the Plaintiff has breached and is in violation of the Master Deed and Amendments, Bylaws, Rules, and Regulations due to the manner in which it sought to enforce the same against M. Gourmet. One again this is taken as true for this motion and would prevent enforcement against M Gourmet, or at least require further inquiry into the facts.

Also, the Defendant did not admit in the answer that the Rules and Regulations were validly enacted, but stated it lacked sufficient information as to whether they were enacted in compliance with the South Carolina Horizontal Property Act, the Master Deed, Bylaws, and

other governing documents. M. Gourmet also denied failing to comply with the Master Deed, Bylaws, and Rules and Regulations regarding Commercial Units A and B. M. Gourmet specifically alleged that the extent the Rules and Regulation were enacted, they have been inconsistently, wrongfully, and unfairly enforced against M. Gourmet. Therefore with these allegations taken as true, it would not be proper to grant the Plaintiff judgment on the pleadings.

Finally, it would be dangerous precedent for this court to issue a blanket declaratory judgment stating the Association's rules are enforceable against M Gourmet without context as to which rule, the conduct complained of and how it violates the rule.

2. JUDGMENT ON THE PLEADING SHOULD BE DENIED BASED ON THE AMENDED ANSWER AND AMENDED ANSWERS TO REQUESTS FOR ADMISSION.

Very shortly after being retained, on April 27, 2023, the undersigned counsel for M. Gourmet, sent Plaintiff's counsel draft Amended Answer and Amended Answers to Requests for Admission. (Exhibit A) Defendant has also filed a motion to amend which is pending before the court. (See attached Exhibits B, C, and D)

"The focal inquiry in allowing amendment of pleadings is whether doing so will prejudice the opposing party." *Pool v. Pool*, 329 S.C. 324, 328, 494 S.E.2d 820, 822 (1998); *see also Soil & Material Eng'rs, Inc. v. Folly Assocs.*, 293 S.C. 498, 501, 361 S.E.2d 779, 781 (Ct. App. 1987) (The question is one of prejudice to the opposing party.). "The prejudice envisioned by Rule 15 is a lack of notice that the new issue is going to be tried, and a lack of opportunity to refute it." *Pool* at 328-29, 494 S.E.2d at 823.

Similarly, a trial court 'may allow a party to amend or withdraw its answers to a request to admit when: (1) the presentation of the merits is furthered by the amendment; and (2) the party who obtained the admission cannot demonstrate prejudice because of the amendment.'" *Scott v.*

Greenville Hous. Auth., 353 S.C. 639, 651, 579 S.E.2d 151, 157 (Ct. App. 2003) (quoting *Commerce Ctr. of Greenville, Inc. v. W. Powers McElveen & Assocs., Inc.*, 347 S.C. 545, 557, 556 S.E.2d 718, 724 (Ct. App. 2001)).

In this case, the presentation of the merits is furthered by the amendment because neither the Defendant nor the undersigned counsel believes the responses to requests for admission are accurate responses. There is no prejudice to the Plaintiff because this action has not been scheduled for trial so the Plaintiff will have adequate time to prepare for trial after the amendments.

If the court allows or considers the proposed amendments, there are obvious issues which must be decided before judgment can be granted. The Defendant is directly challenging the validity of the Second Amendment which takes away 9 parking spaces which were limited common elements for the commercial units and makes them general common elements, This is in direct violation of the language in the First Amendment which permits the Association to reassign the spaces but not alter the number assigned to each unit.

Also, the Defendant has added causes of action for court protection of a minority member and declaratory judgment which must be resolve before judgment can be rendered.

For all these reasons, judgment on the pleadings should be denied.

3. **JUDGMENT ON THE PLEADING SHOULD BE DENIED BECAUSE BOTH THE PLAINTIFF AND DEFENDANT ARE SEEKING DECLARATORY RELIEF AND IT WILL BE DECIDED BY THE COURT AFTER HEARING ALL THE EVIDENCE AND AN ADEQUATE TIME TO COMPLETE DISCOVERY.**

Based on the relief requested, this case will eventually be decided by the court after a full presentation of the evidence and adequate time to complete discovery. There is simply no reason to shortcut that process and try to decide the case based only on the limited allegations in the pleadings. This court should deny judgment on the pleadings as premature.

CONCLUSION

Pleadings in a case should be construed liberally so that substantial justice is done between the parties" (*quoting Russell v. City of Columbia*, 305 S.C. 86, 89, 406 S.E.2d 338, 339 (1991)); *id.* ("[A] judgment on the pleadings is considered to be a drastic procedure by our courts." (*quoting Russell*, 305 S.C. at 89, 406 S.E.2d at 339)); *Emery v. Smith*, 361 S.C. 207, 215, 603 S.E.2d 598, 602 (Ct. App. 2004). In this case, under both the original pleadings and the amended pleadings, there are issues which must be taken as true in the pleadings which preclude judgment on the pleadings. Furthermore, as this matter will be decided by a court, its premature to grant judgment on the pleadings at this stage.

TOBIAS G. WARD, JR., PA

s/Tobias G. Ward, Jr.

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P.O. Box 50124

Columbia, SC 29250

803-708-4200

August 30, 2023

dj tobywardlaw.com

From: dj tobywardlaw.com
Sent: Thursday, April 27, 2023 3:42 PM
To: 'bbruner@brunerpowell.com'
Cc: Toby Ward
Subject: Lofts vs M Gourmet
Attachments: Amended Answer v2.pdf; Amended Answers to RFA v2.pdf

Ben:

Toby asked me to send the attached proposed amended pleadings to you. He said he would call you about these and another matter.

Derrick

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

The Lofts at Printers Square Condominium Association, Inc.,

Plaintiff,

-vs-

M. Gourmet Group, LLC,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2022-CP-40-06509

**NOTICE OF MOTION AND MOTION
TO AMEND ANSWER AND TO ALLOW
DEFENDANT TO AMEND RESPONSES
TO PLAINTIFF'S REQUESTS FOR
ADMISSION**

PLEASE TAKE NOTICE, that the Defendant, M. Gourmet Group, LLC, hereby moves this court for an order to amend its answer and to allow the Defendant to amend its responses to the Plaintiff's requests for admission. Copies of the proposed Amended Answer and Amended Responses are filed as Exhibits with this motion and were emailed to Plaintiff's counsel on April 27, 2023.

First, the Defendant moves this court for an order pursuant to Rule 15, SCRPC, to amend its answer to assert additional claims and defenses as set forth in more detail in the proposed amended answer attached as an exhibit and email to opposing counsel on April 27, 2023. The grounds for this motion are that after the answer was filed, the Defendant obtained new counsel, and upon reviewing the matter with his client, counsel believes that additional claims and defenses may be available which should be pleaded and tried in this action.

Rule 15, SCRPC, provides that leave of the court to amend a pleading shall be freely given when justice so requires and does not prejudice any other party. Rule 15, SCRPC. "It is well established that a motion to amend is addressed to the sound discretion of the trial judge, and that the party opposing the motion has the burden of establishing prejudice." *Foggie v. CSX Transp.*,

Inc., 315 S.C. 17, 22, 431 S.E.2d 587, 590 (1993). “The focal inquiry in allowing amendment of pleadings is whether doing so will prejudice the opposing party.” *Pool v. Pool*, 329 S.C. 324, 328, 494 S.E.2d 820, 822 (1998); *see also Soil & Material Eng’rs, Inc. v. Folly Assocs.*, 293 S.C. 498, 501, 361 S.E.2d 779, 781 (Ct. App. 1987) (“Simply because an amendment to conform to proof was made late in the trial affords no basis for holding that the amendment comes too late. The question is one of prejudice to the opposing party.”). “The prejudice envisioned by Rule 15 is a lack of notice that the new issue is going to be tried, and a lack of opportunity to refute it.” *Pool* at 328-29, 494 S.E.2d at 823.

In this case, there is no prejudice to the Plaintiff, as the Plaintiff has long been aware of the factual allegations which support the additional claims and defenses. The Plaintiff has had copies of the proposed amended answer for almost four months. This civil action has not been scheduled on the trial roster so the Plaintiff will have adequate time to prepare for and respond to the amendments. Therefore, this court, in the interests of justice, should grant the motion to amend the answer.

Second, the Defendant moves this court pursuant to Rule 36(b), SCRCPP, for an order to allow the Defendant to amend its responses to the Plaintiff’s requests for admission as set forth in more detail in the proposed amended responses to the Plaintiff’s requests for admission attached as an exhibit and served upon opposing counsel by email on April 27, 2023. The grounds for this motion are that the Defendant has stated that she did not agree with the responses to requests for admission provided by her former counsel representing her in this action, and further, upon reviewing the matter with his client, the undersigned counsel has a different legal interpretation of the case than the Defendant’s former counsel and responses to requests for admission should be amended accordingly.

Rule 36(b), SCRCF states:

Any matter admitted under this rule is conclusively established unless the court on motion permits withdrawal or amendment of the admission. Subject to the provisions of Rule 16 governing amendment of a pre-trial order, the court may permit withdrawal or amendment when the presentation of the merits of the action will be subserved thereby and the party who obtained the admissions fails to satisfy the court that withdrawal or amendment will prejudice him in maintaining his action or defense on the merits. Any admission made by a party under this rule is for the purpose of the pending action only and is not an admission by him for any other purpose.

“Therefore, a trial court ‘may allow a party to amend or withdraw its answers to a request to admit when: (1) the presentation of the merits is furthered by the amendment; and (2) the party who obtained the admission cannot demonstrate prejudice because of the amendment.’” *Scott v. Greenville Hous. Auth.*, 353 S.C. 639, 651, 579 S.E.2d 151, 157 (Ct. App. 2003) (quoting *Commerce Ctr. of Greenville, Inc. v. W. Powers McElveen & Assocs., Inc.*, 347 S.C. 545, 557, 556 S.E.2d 718, 724 (Ct. App. 2001)).

In this case, the presentation of the merits is furthered by the amendment because neither the Defendant nor the undersigned counsel believes the responses to requests for admission are accurate responses. There is no prejudice to the Plaintiff because this action has not been scheduled for trial so the Plaintiff will have adequate time to prepare for trial after the amendments. Therefore, this court should grant the motion to allow the Defendant to amend its responses to the Plaintiff’s requests for admission.

The Plaintiff reserves the right to supplement this motion by such additional memorandum and affidavits as may be timely filed before a hearing on the merits. The Defendant’s counsel emailed the proposed amended answer and amended response to Requests for Admission on April 27, 2023, but received no response.

(Signature on the following page)

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Columbia, South Carolina
Dated: August 18, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	Case No. 2022-CP-40-06509
	)	
The Lofts at Printers Square	)	
Condominium Association, Inc.	)	
	)	AMENDED ANSWER
Plaintiff,	)	
	)	
v.	)	
	)	
M. Gourmet Group, LLC,	)	
	)	
Defendant.	)	
	)	

The Defendant M. Gourmet Group, LLC, amending its answer and defenses to the complaint of the Plaintiff, alleges as follows:

FOR A FIRST DEFENSE

1. Any allegation of the complaint not specifically admitted herein or admitted as qualified is denied.
2. The Defendant admits the allegations of paragraphs 1 and 2 of the complaint¹.
3. The Defendant admits the allegations of paragraph 3 inasmuch as it alleges the legal and statutory basis for the cause of action alleged in the Complaint and further admits that there is an actual, justiciable controversy between the parties, but the Defendant denies the Plaintiff is entitled to the relief requested.
4. The Defendant admits the allegations of paragraph 4 of the complaint.
5. Answering the allegations of paragraph 5, the Defendant incorporates by reference its previous responses to the incorporated allegations.

¹ References to paragraphs are to the Plaintiff's complaint unless specified otherwise.

6. The allegations of paragraph 6 are admitted subject to reference to the authenticated copy recorded in the public records.
7. Answering the allegations of paragraph 7 of the complaint, the Defendant craves reference to the authenticated Master Deed for its terms, conditions and restrictions.
8. Answering the allegations of paragraph 8 of the complaint, the Defendant admits that it purchased Commercial Unit A and Commercial Unit B in the Lofts. The Defendant further asserts that as an integral part of this purchase, the Declarant, the Lofts at Printers Square, LLC (“Declarant”) executed a First Amendment to the Master Deed dated April 6, 2012 which provided, in part, that Six (6) parking spaces within the Additional Parking Area shall be the Limited Common Element of Commercial Suite A and Five (5) parking spaces shall be a Limited Common Element of Commercial Suite B.
9. The Defendants admits the allegations of paragraph 9 subject to reference to the authenticated copy recorded in the public records.
10. Answering the allegations of paragraph 10, the Defendant admits that Commercial Unit “A” and Commercial Unit “B” are subject to the Master Deed as modified by the First Amendment to the Master Deed and actions/conduct of the Lofts at Printers Square, LLC in selling M Gourmet the property.
11. Answering the allegations of paragraph 11, the Defendant admits that it is a member of the Lofts and is subject to the Master Deed and bylaws as modified by the First Amendment to the Master Deed and actions/conduct of the Lofts at Printers Square, LLC in selling M Gourmet the property.

12. In response to the allegations of paragraph 12, the Defendant craves reference to the deed and the First Amendment to the Master Deed which were executed contemporaneously with the deed.
13. The allegations of paragraph 13 and 14 are admitted.
14. The allegations of paragraph 15 are admitted subject to reference to the authenticated copy recorded in the public records.
15. So much of the allegations of paragraph 16 are admitted as allege that the First Amendment is valid and enforceable. The Defendant further asserts that this First Amendment and the allocation of 11 parking spaces in the Additional Parking Area as limited common elements of the Commercial Units were a integral part of the purchase and the Declarant making the Additional Parking Area part of the regime.
16. The allegations of paragraph 17 and 18 are denied.
17. So much of the allegations of paragraph 19 are admitted which allege that the Plaintiff is subject to the South Carolina Horizontal Property Act, S.C. Code Ann. 27-31-10 et. seq. (the “Act”); however, the Plaintiff, as a corporation is also subject to other statutory laws governing corporation as well as equitable principles and South Carolina common law.
18. So much of the allegations of paragraph 20 which allege that the Plaintiff enacted Rules and Regulations governing the regime are admitted. The Plaintiff also admits that Act provides for the enactment of such Rules and Regulations.
19. In response to the allegations of paragraph 21, the Defendant admits that Plaintiff filed Rules and Regulations dated December 29, 2021 and upon information and belief these were recorded.

20. The Defendant admits so much of the allegations of paragraph 22 that allege the Rule and Regulations are enforceable and binding upon the Defendant provided; however that the Rules and Regulations were lawfully promulgated and lawfully, fairly and equitably enforced.
21. In response to the allegations of paragraph 23, the Defendant craves reference to the full provision of the statute cited.
22. The allegations of paragraph 24 do not provide sufficient factual support as to how the Defendant allegedly failed to comply with the terms and conditions of the Master Deed, its accompanying Bylaw, Rules and Regulations regarding Commercial Units A and B., and therefore the Defendant denies the same.
23. In response to the allegations of paragraph 25, the Plaintiff fails to allege specific facts as to what violations occurred, when they occurred, when notice was sent and how notice was sent, therefore the Defendant denies these allegations.
24. In response to the allegations of paragraph 26, the Defendant cannot dispute unspecified and unalleged violations and therefore denies the same. The Defendant does not dispute the validity of the Master Deed or the First Amendment of the Master Deed. The Defendant does dispute the validity and enforceability of the Second Amendment to the Master Deed and any rules which unreasonably restrict the operation of the commercial units.
25. Answering the allegations of paragraph 27, the Defendant admits that there is an actual case or controversy justiciable by this court as to the validity of the Second Amendment, the breach of the covenant of good faith and fair dealing in the Master Deed and First

Amendment by converting the Limited Common Elements parking spaces allocated to the Commercial Units to the Residential Units.

26. The Defendant denies the allegations of paragraph 28 and the Plaintiff's prayer for relief.

FOR A SECOND DEFENSE
(Equitable Doctrines)

27. The preceding allegations are realleged as if repeated herein.
28. Plaintiff's claims are barred in whole or in part by all equitable doctrines available to the Defendant including, but not limited to, laches, waiver, consent, estoppel, unjust enrichment, and unclean hands.

FOR A THIRD DEFENSE
(Breach of Master Deed and Implied Duty of Good Faith and Fair Dealing)

29. The preceding allegations are fully repeated herein.
30. The Master Deed, Bylaws and Rules and Regulations have an implied duty of good faith and fair dealing.
31. The Plaintiff breached that duty in the manner of enforcement of the Rules and Regulations.
32. The Additional Parking Area owned by the Declarant, the Lofts at Printers Square, LLC contained 22 parking spaces.
33. As part of the transaction and inducement for the Defendant to purchase Commercial Units A and B, the Declarant, the Lofts at Printers Square, LLC executed a First Amendment to the Master Deed dated April 6, 2012 which provided that Six (6) parking spaces within the Additional Parking Area shall be the Limited Common Element of Commercial Suite A and Five (5) parking spaces shall be a Limited Common Element of Commercial Suite B.

34. This First Amendment, while reserving the rights of the Declarant and the Association to “reassign the parking spaces that constitute the Limited Common Element of each unit”, expressly provided, “that the number of parking spaces assigned to each unit shall not be altered.”
35. This was an integral part of the Declarant selling Commercial Units A and B to the Defendant and the First Amendment and the deed were executed on the same date.
36. On or about May 16, 2106, the Plaintiff attempted to adopt and recorded a Second Amendment to the Master Deed. This Second Amendment removed as Limited Common Area, the Defendant’s exclusive use to nine (9) of the Commercial Units parking spaces in the Additional Parking Area and reallocated them as “General Common Elements” to be used as the discretion of the Board.
37. This Second Amendment was enacted without the consent of the Defendant in breach of the Master Deed and the implied duty of good faith and fair dealing and is not valid or enforceable.
38. The Defendant is informed and believes that unanimous consent is required for amendments that deprive individual owners of significant property or civil rights.
39. The Second Amendment and reallocation of the parking spaces also unreasonably restricts the use of the Commercial Units as a restaurant or test kitchen in violation of the Master Deed and First Amendment to the Master Deed.

FOR A FOURTH DEFENSE
(Court Action to protect minority member)

40. The preceding allegations are realleged as if fully repeated herein.

41. The Defendant owns Commercial Units A and B, and has a 5.4094 percentage of undivided ownership interest in the Common Elements for each commercial unit.
42. The Residential Owners of the Association (11 members) own the remaining 89.1812 percentage interest in the common elements.
43. The Owners vote in proportion to their respective Percentage Interests. Thus, the Defendant as owner of the Commercial Units is a minority member in the corporation.
44. The directors and Residential Units have acted, are acting, or will act in a manner that is illegal, oppressive, or unfairly prejudicial to the Defendant as a minority member in the Plaintiff corporation.
45. Specifically, the Defendant is informed and believes the Plaintiff is enforcing the Rules and Regulations against the Commercial Units in an unfair, oppressive and disproportionate manner which unreasonably restricts the use of the commercial space.
46. The Residential Owners also unlawfully adopted a Second Amendment to the Master Deed which removed as Limited Common Area, the Defendant's exclusive use to nine (9) of the Commercial Units parking spaces in the Additional Parking Area and reallocated them as "General Common Elements" to be used as the discretion of the Board.
47. The Defendant notes that the Residential Unit owners already have a parking space assigned in the Residential Parking Areas as well as one (1) space assigned in the Additional Parking Area.
48. This Second Amendment was unfair, prejudicial and oppressive to the Defendant as a minority member.
49. The Defendant is informed and believes the court has wide discretion to fashion judicial remedies to protect a minority shareholder/member from oppression.

50. Among these remedies, the court may order the performance, prohibition, alteration, or setting aside of any action of the corporation or of its shareholders, directors, or officers of or any other party to the proceeding; or the cancelation or alteration of any provision in the corporation's articles of incorporation or bylaws.
51. This court should set aside and cancel the Second Amendment to Master Deed.

FOR A FIFTH DEFENSE
(Declaratory Judgment)

52. The preceding allegations are realleged as if fully repeated herein.
53. The Defendant admits that there is an actual case or controversy between the parties concerning among other issues, the proper interpretation of the Master Deed, the unreasonable restrictions on the use of the Commercial Units and the validity of the Second Amendment to the Master Deed.
54. The Defendant seeks a declaration that the Second Amendment is not valid or enforceable and that the Plaintiff may not unreasonably restrict the use of the Commercial Units, as well as an award of attorney's fees and cost.

TOBIAS G. WARD, JR., PA

s/Tobias G. Ward, Jr.

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803-708-4200

April 25, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	Case No. 2022-CP-40-06509
	)	
The Lofts at Printers Square	)	
Condominium Association, Inc.	)	
	)	
Plaintiff,	)	AMENDED ANSWERS
	)	TO PLAINTIFF'S RULE 36
	)	REQUEST FOR ADMISSION
v.	)	
	)	
M. Gourmet Group, LLC,	)	
	)	
Defendant.	)	
	)	

The Defendant, amending its answers to the Plaintiff's Rule 36 Requests for Admission, answers as follows:

1. Admit the Defendant is a member of the Regime.

ANSWER: Admitted.

2. Admit the authenticity of the documents attached to the complaint as Exhibits A, B, C, D, and E.

ANSWER: Admitted.

3. Admit that the Defendant, Commercial Unit "A" and Commercial Unit "B" are subject to the terms of the Master Deed and exhibits filed with it, subject to the subsequent amendments.

ANSWER: Denied as qualified. The Defendant admits that the Defendant, Commercial Unit "A" and Commercial Unit "B" are subject to the terms of the Master Deed, and exhibit filed with it. The Defendant admits being subject to the First Amendment. The Defendant denies the validity and enforceability of the Second Amendment.

4. Admit that the Defendant, Commercial Unit "A" and Commercial Unit "B" are subject to the terms of the Rules and Regulations of the Regime.

ANSWER: Admitted as qualified. The Defendant admits that its Commercial Unit A and Commercial Unit B are subject to the Rules and Regulations provided that they are lawfully and equitably enforced and that they do not unreasonably restrict the use of the Commercial Units.

5. Admit that the terms of the Master Deed and exhibits to it are valid and enforceable.

ANSWER: Admitted.

6. Admit that the First Amendment to the Master Deed (attached as Exhibit C to the complaint) is valid and enforceable.

ANSWER: Admitted.

7. Admit that the Second Amendment to the Master Deed (attached as Exhibit D to the complaint) is valid and enforceable.

ANSWER: Denied, for the reasons set forth in the Defendant's Amended Answer which is incorporated by reference.

8. Admit that the Rules and Regulations governing the use of the Regime are valid and enforceable.

ANSWER: Admitted as qualified. The Defendant admits that its Commercial Unit A and Commercial Unit B are subject to the Rules and Regulations provided that they are lawfully and equitably enforced and that they do not unreasonably restrict the use of the Commercial Units.

9. Admit that you received a copy of the executed Rules and Regulations governing the use of the Regime.

ANSWER: Admitted.

10. Admit your use of Commercial Unit "A" has violated the terms of the Master Deed, as amended.

ANSWER: Denied

11. Admit your use of Commercial Unit “B” has violated the terms of the Master Deed, as amended.

ANSWER: Denied.

12. Admit you continue to market and use Commercial Unit “A” in a manner that violates the terms of the Master Deed, as amended.

ANSWER: Denied.

13. Admit you continue to market and use Commercial Unit “B” in a matter that violates the terms of the Master Deed, as amended.

ANSWER: Denied.

14. Admit that you received complaints from the other members of the Regime regarding the use of Commercial Unit “A” and Commercial Unit “B.”

ANSWER: Admitted.

15. Admit you have received written notice of the violations

ANSWER: The Defendant cannot admit or deny this request as the Plaintiff has not specified what violations, when they occurred, or when and how notice was allegedly given.

16. Admit that despite having received notice, you have not ceased using Commercial Unit “A” and Commercial Unit “B” in violation of the Master Deed, as amended.

ANSWER: Denied.

TOBIAS G. WARD, JR., PA

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April 25, 2023

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

The Lofts at Printers Square Condominium
Association, Inc.,

Plaintiff,

-vs-

M. Gourmet Group, LLC,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2022-CP-40-06509

**NOTICE OF MOTION AND MOTION
TO AMEND ANSWER AND TO ALLOW
DEFENDANT TO AMEND RESPONSES
TO PLAINTIFF'S REQUESTS FOR
ADMISSION**

PLEASE TAKE NOTICE, that the Defendant, M. Gourmet Group, LLC, hereby moves this court for an order to amend its answer and to allow the Defendant to amend its responses to the Plaintiff's requests for admission. Copies of the proposed Amended Answer and Amended Responses are filed as Exhibits with this motion and were emailed to Plaintiff's counsel on April 27, 2023.

First, the Defendant moves this court for an order pursuant to Rule 15, SCRPC, to amend its answer to assert additional claims and defenses as set forth in more detail in the proposed amended answer attached as an exhibit and email to opposing counsel on April 27, 2023. The grounds for this motion are that after the answer was filed, the Defendant obtained new counsel, and upon reviewing the matter with his client, counsel believes that additional claims and defenses may be available which should be pleaded and tried in this action.

Rule 15, SCRPC, provides that leave of the court to amend a pleading shall be freely given when justice so requires and does not prejudice any other party. Rule 15, SCRPC. "It is well established that a motion to amend is addressed to the sound discretion of the trial judge, and that the party opposing the motion has the burden of establishing prejudice." *Foggie v. CSX Transp.*,

Inc., 315 S.C. 17, 22, 431 S.E.2d 587, 590 (1993). “The focal inquiry in allowing amendment of pleadings is whether doing so will prejudice the opposing party.” *Pool v. Pool*, 329 S.C. 324, 328, 494 S.E.2d 820, 822 (1998); *see also Soil & Material Eng’rs, Inc. v. Folly Assocs.*, 293 S.C. 498, 501, 361 S.E.2d 779, 781 (Ct. App. 1987) (“Simply because an amendment to conform to proof was made late in the trial affords no basis for holding that the amendment comes too late. The question is one of prejudice to the opposing party.”). “The prejudice envisioned by Rule 15 is a lack of notice that the new issue is going to be tried, and a lack of opportunity to refute it.” *Pool* at 328-29, 494 S.E.2d at 823.

In this case, there is no prejudice to the Plaintiff, as the Plaintiff has long been aware of the factual allegations which support the additional claims and defenses. The Plaintiff has had copies of the proposed amended answer for almost four months. This civil action has not been scheduled on the trial roster so the Plaintiff will have adequate time to prepare for and respond to the amendments. Therefore, this court, in the interests of justice, should grant the motion to amend the answer.

Second, the Defendant moves this court pursuant to Rule 36(b), SCRCp, for an order to allow the Defendant to amend its responses to the Plaintiff’s requests for admission as set forth in more detail in the proposed amended responses to the Plaintiff’s requests for admission attached as an exhibit and served upon opposing counsel by email on April 27, 2023. The grounds for this motion are that the Defendant has stated that she did not agree with the responses to requests for admission provided by her former counsel representing her in this action, and further, upon reviewing the matter with his client, the undersigned counsel has a different legal interpretation of the case than the Defendant’s former counsel and responses to requests for admission should be amended accordingly.

Rule 36(b), SCRCP states:

Any matter admitted under this rule is conclusively established unless the court on motion permits withdrawal or amendment of the admission. Subject to the provisions of Rule 16 governing amendment of a pre-trial order, the court may permit withdrawal or amendment when the presentation of the merits of the action will be subserved thereby and the party who obtained the admissions fails to satisfy the court that withdrawal or amendment will prejudice him in maintaining his action or defense on the merits. Any admission made by a party under this rule is for the purpose of the pending action only and is not an admission by him for any other purpose.

“Therefore, a trial court ‘may allow a party to amend or withdraw its answers to a request to admit when: (1) the presentation of the merits is furthered by the amendment; and (2) the party who obtained the admission cannot demonstrate prejudice because of the amendment.’” *Scott v. Greenville Hous. Auth.*, 353 S.C. 639, 651, 579 S.E.2d 151, 157 (Ct. App. 2003) (quoting *Commerce Ctr. of Greenville, Inc. v. W. Powers McElveen & Assocs., Inc.*, 347 S.C. 545, 557, 556 S.E.2d 718, 724 (Ct. App. 2001)).

In this case, the presentation of the merits is furthered by the amendment because neither the Defendant nor the undersigned counsel believes the responses to requests for admission are accurate responses. There is no prejudice to the Plaintiff because this action has not been scheduled for trial so the Plaintiff will have adequate time to prepare for trial after the amendments. Therefore, this court should grant the motion to allow the Defendant to amend its responses to the Plaintiff’s requests for admission.

The Plaintiff reserves the right to supplement this motion by such additional memorandum and affidavits as may be timely filed before a hearing on the merits. The Defendant’s counsel emailed the proposed amended answer and amended response to Requests for Admission on April 27, 2023, but received no response.

(Signature on the following page)

TOBIAS G. WARD, JR., PA

s/ Tobias G. Ward, Jr. PA
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Columbia, South Carolina
Dated: August 18, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	Case No. 2022-CP-40-06509
	)	
The Lofts at Printers Square	)	
Condominium Association, Inc.	)	
	)	AMENDED ANSWER
Plaintiff,	)	
	)	
v.	)	
	)	
M. Gourmet Group, LLC,	)	
	)	
Defendant.	)	
	)	

The Defendant M. Gourmet Group, LLC, amending its answer and defenses to the complaint of the Plaintiff, alleges as follows:

FOR A FIRST DEFENSE

1. Any allegation of the complaint not specifically admitted herein or admitted as qualified is denied.
2. The Defendant admits the allegations of paragraphs 1 and 2 of the complaint¹.
3. The Defendant admits the allegations of paragraph 3 inasmuch as it alleges the legal and statutory basis for the cause of action alleged in the Complaint and further admits that there is an actual, justiciable controversy between the parties, but the Defendant denies the Plaintiff is entitled to the relief requested.
4. The Defendant admits the allegations of paragraph 4 of the complaint.
5. Answering the allegations of paragraph 5, the Defendant incorporates by reference its previous responses to the incorporated allegations.

¹ References to paragraphs are to the Plaintiff's complaint unless specified otherwise.

6. The allegations of paragraph 6 are admitted subject to reference to the authenticated copy recorded in the public records.
7. Answering the allegations of paragraph 7 of the complaint, the Defendant craves reference to the authenticated Master Deed for its terms, conditions and restrictions.
8. Answering the allegations of paragraph 8 of the complaint, the Defendant admits that it purchased Commercial Unit A and Commercial Unit B in the Lofts. The Defendant further asserts that as an integral part of this purchase, the Declarant, the Lofts at Printers Square, LLC (“Declarant”) executed a First Amendment to the Master Deed dated April 6, 2012 which provided, in part, that Six (6) parking spaces within the Additional Parking Area shall be the Limited Common Element of Commercial Suite A and Five (5) parking spaces shall be a Limited Common Element of Commercial Suite B.
9. The Defendants admits the allegations of paragraph 9 subject to reference to the authenticated copy recorded in the public records.
10. Answering the allegations of paragraph 10, the Defendant admits that Commercial Unit “A” and Commercial Unit “B” are subject to the Master Deed as modified by the First Amendment to the Master Deed and actions/conduct of the Lofts at Printers Square, LLC in selling M Gourmet the property.
11. Answering the allegations of paragraph 11, the Defendant admits that it is a member of the Lofts and is subject to the Master Deed and bylaws as modified by the First Amendment to the Master Deed and actions/conduct of the Lofts at Printers Square, LLC in selling M Gourmet the property.

12. In response to the allegations of paragraph 12, the Defendant craves reference to the deed and the First Amendment to the Master Deed which were executed contemporaneously with the deed.
13. The allegations of paragraph 13 and 14 are admitted.
14. The allegations of paragraph 15 are admitted subject to reference to the authenticated copy recorded in the public records.
15. So much of the allegations of paragraph 16 are admitted as allege that the First Amendment is valid and enforceable. The Defendant further asserts that this First Amendment and the allocation of 11 parking spaces in the Additional Parking Area as limited common elements of the Commercial Units were a integral part of the purchase and the Declarant making the Additional Parking Area part of the regime.
16. The allegations of paragraph 17 and 18 are denied.
17. So much of the allegations of paragraph 19 are admitted which allege that the Plaintiff is subject to the South Carolina Horizontal Property Act, S.C. Code Ann. 27-31-10 et. seq. (the “Act”); however, the Plaintiff, as a corporation is also subject to other statutory laws governing corporation as well as equitable principles and South Carolina common law.
18. So much of the allegations of paragraph 20 which allege that the Plaintiff enacted Rules and Regulations governing the regime are admitted. The Plaintiff also admits that Act provides for the enactment of such Rules and Regulations.
19. In response to the allegations of paragraph 21, the Defendant admits that Plaintiff filed Rules and Regulations dated December 29, 2021 and upon information and belief these were recorded.

20. The Defendant admits so much of the allegations of paragraph 22 that allege the Rule and Regulations are enforceable and binding upon the Defendant provided; however that the Rules and Regulations were lawfully promulgated and lawfully, fairly and equitably enforced.
21. In response to the allegations of paragraph 23, the Defendant craves reference to the full provision of the statute cited.
22. The allegations of paragraph 24 do not provide sufficient factual support as to how the Defendant allegedly failed to comply with the terms and conditions of the Master Deed, its accompanying Bylaw, Rules and Regulations regarding Commercial Units A and B., and therefore the Defendant denies the same.
23. In response to the allegations of paragraph 25, the Plaintiff fails to allege specific facts as to what violations occurred, when they occurred, when notice was sent and how notice was sent, therefore the Defendant denies these allegations.
24. In response to the allegations of paragraph 26, the Defendant cannot dispute unspecified and unalleged violations and therefore denies the same. The Defendant does not dispute the validity of the Master Deed or the First Amendment of the Master Deed. The Defendant does dispute the validity and enforceability of the Second Amendment to the Master Deed and any rules which unreasonably restrict the operation of the commercial units.
25. Answering the allegations of paragraph 27, the Defendant admits that there is an actual case or controversy justiciable by this court as to the validity of the Second Amendment, the breach of the covenant of good faith and fair dealing in the Master Deed and First

Amendment by converting the Limited Common Elements parking spaces allocated to the Commercial Units to the Residential Units.

26. The Defendant denies the allegations of paragraph 28 and the Plaintiff's prayer for relief.

FOR A SECOND DEFENSE
(Equitable Doctrines)

27. The preceding allegations are realleged as if repeated herein.
28. Plaintiff's claims are barred in whole or in part by all equitable doctrines available to the Defendant including, but not limited to, laches, waiver, consent, estoppel, unjust enrichment, and unclean hands.

FOR A THIRD DEFENSE
(Breach of Master Deed and Implied Duty of Good Faith and Fair Dealing)

29. The preceding allegations are fully repeated herein.
30. The Master Deed, Bylaws and Rules and Regulations have an implied duty of good faith and fair dealing.
31. The Plaintiff breached that duty in the manner of enforcement of the Rules and Regulations.
32. The Additional Parking Area owned by the Declarant, the Lofts at Printers Square, LLC contained 22 parking spaces.
33. As part of the transaction and inducement for the Defendant to purchase Commercial Units A and B, the Declarant, the Lofts at Printers Square, LLC executed a First Amendment to the Master Deed dated April 6, 2012 which provided that Six (6) parking spaces within the Additional Parking Area shall be the Limited Common Element of Commercial Suite A and Five (5) parking spaces shall be a Limited Common Element of Commercial Suite B.

34. This First Amendment, while reserving the rights of the Declarant and the Association to “reassign the parking spaces that constitute the Limited Common Element of each unit”, expressly provided, “that the number of parking spaces assigned to each unit shall not be altered.”
35. This was an integral part of the Declarant selling Commercial Units A and B to the Defendant and the First Amendment and the deed were executed on the same date.
36. On or about May 16, 2106, the Plaintiff attempted to adopt and recorded a Second Amendment to the Master Deed. This Second Amendment removed as Limited Common Area, the Defendant’s exclusive use to nine (9) of the Commercial Units parking spaces in the Additional Parking Area and reallocated them as “General Common Elements” to be used as the discretion of the Board.
37. This Second Amendment was enacted without the consent of the Defendant in breach of the Master Deed and the implied duty of good faith and fair dealing and is not valid or enforceable.
38. The Defendant is informed and believes that unanimous consent is required for amendments that deprive individual owners of significant property or civil rights.
39. The Second Amendment and reallocation of the parking spaces also unreasonably restricts the use of the Commercial Units as a restaurant or test kitchen in violation of the Master Deed and First Amendment to the Master Deed.

FOR A FOURTH DEFENSE
(Court Action to protect minority member)

40. The preceding allegations are realleged as if fully repeated herein.

41. The Defendant owns Commercial Units A and B, and has a 5.4094 percentage of undivided ownership interest in the Common Elements for each commercial unit.
42. The Residential Owners of the Association (11 members) own the remaining 89.1812 percentage interest in the common elements.
43. The Owners vote in proportion to their respective Percentage Interests. Thus, the Defendant as owner of the Commercial Units is a minority member in the corporation.
44. The directors and Residential Units have acted, are acting, or will act in a manner that is illegal, oppressive, or unfairly prejudicial to the Defendant as a minority member in the Plaintiff corporation.
45. Specifically, the Defendant is informed and believes the Plaintiff is enforcing the Rules and Regulations against the Commercial Units in an unfair, oppressive and disproportionate manner which unreasonably restricts the use of the commercial space.
46. The Residential Owners also unlawfully adopted a Second Amendment to the Master Deed which removed as Limited Common Area, the Defendant's exclusive use to nine (9) of the Commercial Units parking spaces in the Additional Parking Area and reallocated them as "General Common Elements" to be used as the discretion of the Board.
47. The Defendant notes that the Residential Unit owners already have a parking space assigned in the Residential Parking Areas as well as one (1) space assigned in the Additional Parking Area.
48. This Second Amendment was unfair, prejudicial and oppressive to the Defendant as a minority member.
49. The Defendant is informed and believes the court has wide discretion to fashion judicial remedies to protect a minority shareholder/member from oppression.

50. Among these remedies, the court may order the performance, prohibition, alteration, or setting aside of any action of the corporation or of its shareholders, directors, or officers of or any other party to the proceeding; or the cancelation or alteration of any provision in the corporation's articles of incorporation or bylaws.
51. This court should set aside and cancel the Second Amendment to Master Deed.

FOR A FIFTH DEFENSE
(Declaratory Judgment)

52. The preceding allegations are realleged as if fully repeated herein.
53. The Defendant admits that there is an actual case or controversy between the parties concerning among other issues, the proper interpretation of the Master Deed, the unreasonable restrictions on the use of the Commercial Units and the validity of the Second Amendment to the Master Deed.
54. The Defendant seeks a declaration that the Second Amendment is not valid or enforceable and that the Plaintiff may not unreasonably restrict the use of the Commercial Units, as well as an award of attorney's fees and cost.

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s/Tobias G. Ward, Jr.

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April 25, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	Case No. 2022-CP-40-06509
	)	
The Lofts at Printers Square	)	
Condominium Association, Inc.	)	
	)	
Plaintiff,	)	AMENDED ANSWERS
	)	TO PLAINTIFF'S RULE 36
	)	REQUEST FOR ADMISSION
v.	)	
	)	
M. Gourmet Group, LLC,	)	
	)	
Defendant.	)	
	)	

The Defendant, amending its answers to the Plaintiff's Rule 36 Requests for Admission, answers as follows:

1. Admit the Defendant is a member of the Regime.

ANSWER: Admitted.

2. Admit the authenticity of the documents attached to the complaint as Exhibits A, B, C, D, and E.

ANSWER: Admitted.

3. Admit that the Defendant, Commercial Unit "A" and Commercial Unit "B" are subject to the terms of the Master Deed and exhibits filed with it, subject to the subsequent amendments.

ANSWER: Denied as qualified. The Defendant admits that the Defendant, Commercial Unit "A" and Commercial Unit "B" are subject to the terms of the Master Deed, and exhibit filed with it. The Defendant admits being subject to the First Amendment. The Defendant denies the validity and enforceability of the Second Amendment.

4. Admit that the Defendant, Commercial Unit "A" and Commercial Unit "B" are subject to the terms of the Rules and Regulations of the Regime.

ANSWER: Admitted as qualified. The Defendant admits that its Commercial Unit A and Commercial Unit B are subject to the Rules and Regulations provided that they are lawfully and equitably enforced and that they do not unreasonably restrict the use of the Commercial Units.

5. Admit that the terms of the Master Deed and exhibits to it are valid and enforceable.

ANSWER: Admitted.

6. Admit that the First Amendment to the Master Deed (attached as Exhibit C to the complaint) is valid and enforceable.

ANSWER: Admitted.

7. Admit that the Second Amendment to the Master Deed (attached as Exhibit D to the complaint) is valid and enforceable.

ANSWER: Denied, for the reasons set forth in the Defendant's Amended Answer which is incorporated by reference.

8. Admit that the Rules and Regulations governing the use of the Regime are valid and enforceable.

ANSWER: Admitted as qualified. The Defendant admits that its Commercial Unit A and Commercial Unit B are subject to the Rules and Regulations provided that they are lawfully and equitably enforced and that they do not unreasonably restrict the use of the Commercial Units.

9. Admit that you received a copy of the executed Rules and Regulations governing the use of the Regime.

ANSWER: Admitted.

10. Admit your use of Commercial Unit "A" has violated the terms of the Master Deed, as amended.

ANSWER: Denied

11. Admit your use of Commercial Unit “B” has violated the terms of the Master Deed, as amended.

ANSWER: Denied.

12. Admit you continue to market and use Commercial Unit “A” in a manner that violates the terms of the Master Deed, as amended.

ANSWER: Denied.

13. Admit you continue to market and use Commercial Unit “B” in a matter that violates the terms of the Master Deed, as amended.

ANSWER: Denied.

14. Admit that you received complaints from the other members of the Regime regarding the use of Commercial Unit “A” and Commercial Unit “B.”

ANSWER: Admitted.

15. Admit you have received written notice of the violations

ANSWER: The Defendant cannot admit or deny this request as the Plaintiff has not specified what violations, when they occurred, or when and how notice was allegedly given.

16. Admit that despite having received notice, you have not ceased using Commercial Unit “A” and Commercial Unit “B” in violation of the Master Deed, as amended.

ANSWER: Denied.

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P.O. Box 50124
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803-708-4200

April 25, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
 The Lofts at Printers Square Condominium Association, Inc.,	)	 C/A No. 2022-CP-40-06509
	)	
Plaintiffs,	)	
	)	
v.	)	PLAINTIFF'S MOTION FOR
	)	JUDGMENT ON THE PLEADINGS OR,
M Gourmet Group, LLC,	)	IN THE ALTERNATIVE, FOR
	)	SUMMARY JUDGMENT
Defendant.	)	
_____	)	

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, The Lofts at Printers Square Condominium Association, Inc., ("Plaintiff" or "Association") will move before the Presiding Judge for the Court of Common Pleas for the Fifth Judicial Circuit on the tenth (10th) day after service hereof at the Richland County Judicial Center, 1701 Main Street, Columbia, South Carolina, or at such time, place and manner as the Court shall determine, for an Order granting the Plaintiff judgment on the pleadings pursuant to Rule 12, SCRCPP, or in the alternative granting summary judgment pursuant to Rule 56, SCRCPP, upon the following grounds:

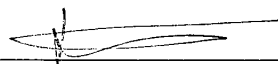
1. Plaintiff commenced this action on December 13, 2022 seeking a declaratory judgment declaring the Master Deed, amendments to it, and bylaws governing the Plaintiff condominium association are valid and enforceable against the Defendant.
2. The Lofts at Printers Square is a four-story building that houses two commercial units on the first floor and residential units on the second, third and fourth floor.
3. Defendant owns both commercial units located on the first floor of the building.
4. Defendant served and filed an answer on February 16, 2023 admitting the following factual allegations:

- a. That Defendant purchased the commercial units after the Master Deed was recorded;
- b. That the deed conveying the commercial units to the Defendant contained the following acknowledgement:

THE GRANTEE, BY THE ACCEPTANCE OF THIS INDENTURE DEED, ACKNOWLEDGES THAT THIS CONVEYANCE IS SUBJECT TO THE PROVISIONS OF THE AFORESAID MASTER DEED AND BY-LAWS OF THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME DESCRIBED ABOVE, INCLUDING THE PROVISIONS OF ALL EXHIBITS. THE GRANTEE ACKNOWLEDGES AND AGREES THAT THIS DEED, THE MASTER DEED AND BY-LAWS OF THE LOFTS AT PRINTERS SQUARE HORIZONTAL PROPERTY REGIME AND EXHIBITS, CONTAIN ALL OF THE REPRESENTATIONS AND INDUCEMENTS CONCERNING THE PURCHASE BY GRANTEE OF THE DWELLING DESCRIBED ABOVE.

GRANTEE ACCEPTS THE UNIT "AS-IS WHERE-IS" AND SELLER DISCLAIMS ALL WARRANTIES AND MAKES NO WARRANTIES EXPRESSED OR IMPLIED OTHER THAN THE EXPRESS WARRANTY OF TITLE CONTAINED HEREIN.

M Gourmet Group, LLC

By: 

Its: Manager

- c. The First Amendment to the Master Deed is valid and enforceable against the commercial units;
- d. The Second Amendment to the Master Deed is valid and enforceable against the commercial units; and
- e. The Plaintiff adopted and filed Rules and Regulations.

5. "It is well settled that parties are judicially bound by their pleadings unless withdrawn, altered or stricken by amendment or otherwise. The allegations, statements, or admissions contained in a pleading are conclusive as against the pleader and a party cannot subsequently take a position contradictory of, or inconsistent with, his pleadings and the facts which are admitted by the pleadings are taken as true against the pleader for the purpose of the action." Postal v. Mann, 308 S.C. 385, 387, 418 S.E.2d 322, 323 (Ct. App. 1992) (citing Elrod v. All, 243 S.C. 425, 134 S.E.2d 410 (1964)).

6. Plaintiff would therefore show it is entitled to judgment on the pleadings based on the allegations in the complaint and the admissions in Defendant's answer.

7. Defendant also served responses to requests for admission served pursuant to Rule 36, SCRCF, admitting:

- a. That the Defendant is a member of the Association;
- b. That the Master Deed, First and Second Amendments to the Master Deed, and Rules and Regulations are valid and enforceable; and
- c. That the Defendant and the commercial units it owns are subject to the terms of the Master Deed, the First and Second Amendments, and the Rules and Regulations.

8. The Defendant's responses to requests for admission are attached as **Exhibit A** hereto.

9. "Any matter admitted under this rule is conclusively established unless the court on motion permits withdrawal or amendment of the admission." Rule 36(b), SCRCF. "The efficacy of these admissions is akin to the doctrine of judicial estoppel: an admission precludes the admitting party from arguing facts at trial contrary to its responses to a request to admit, absent an amendment to or revocation of the admission as allowed under the rules." Scott v. Greenville Hous. Auth., 353 S.C. 639, 648, 579 S.E.2d 151, 155-56 (Ct. App. 2003) (quoting Commerce Center of Greenville, Inc. v. W. Powers McElveen & Assocs., Inc., 347 S.C. 554, 554-55, 556 S.E.2d 718, 723 (Ct.App.2001)).

10. Plaintiff would therefore show the pleadings and admissions on file show there is no genuine issue as to any material fact and that the Plaintiff is entitled to a judgment as a matter of law for the relief for which Plaintiff prayed in the complaint, to wit, an order declaring the

Master Deed, the First and Second Amendments to the Master Deed, the Bylaws, and the Rules and Regulations all valid and enforceable against the Defendant.

WHEREFORE, Plaintiff moves this Honorable Court for an order pursuant to Rule 12(c), SCRCPP, or in the alternative pursuant to Rule 56(c), SCRCPP, entering a final judgment declaring the Master Deed, the First and Second Amendments to the Master Deed, the Bylaws, and the Rules and Regulations all valid and enforceable against the Defendant.

BRUNER POWELL WALL & MULLINS, LLC

/s/ Benjamin C. Bruner

Benjamin C. Bruner, S.C. Bar No.: 77544

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Attorney for the Plaintiff

March 13, 2023
Columbia, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

Case No. 2022-CP-40-06509

The Lofts at Printers Square Condominium
Association, Inc.

Plaintiff,

vs.

M. Gourmet Group, LLC

Defendant.



**DEFENDANT'S RESPONSES TO PLAINTIFF'S
RULE 36 REQUESTS FOR ADMISSION**

Pursuant to Rule 36, SCRCP, Defendant M Gourmet Group, LLC ("M Gourmet")
answers Plaintiff's First Requests for Admission as follows:

1. Admit the Defendant is a member of the Regime.

ANSWER: Admitted.

2. Admit the authenticity of the documents attached to the complaint as Exhibits A,
B, C, D, and E.

ANSWER: Admitted.

3. Admit that the Defendant, Commercial Unit "A" and Commercial Unit "B" are
subject to the terms of the Master Deed and exhibits filed with it, subject to the subsequent
amendments.

ANSWER: Admitted.

4. Admit that the Defendant, Commercial Unit "A" and Commercial Unit "B" are
subject to the terms of the Rules and Regulations of the Regime.

ANSWER: Admitted.

5. Admit that the terms of the Master Deed and exhibits to it are valid and enforceable.

ANSWER: Admitted.

6. Admit that the First Amendment to the Master Deed (attached as Exhibit C to the complaint) is valid and enforceable.

ANSWER: Admitted.

7. Admit that the Second Amendment to the Master Deed (attached as Exhibit D to the complaint) is valid and enforceable.

ANSWER: Admitted.

8. Admit that the Rules and Regulations governing the use of the Regime are valid and enforceable.

ANSWER: Admitted.

9. Admit that you received a copy of the executed Rules and Regulations governing the use of the Regime.

ANSWER: Admitted.

10. Admit your use of Commercial Unit "A" has violated the terms of the Master Deed, as amended.

ANSWER: Denied.

11. Admit your use of Commercial Unit "B" has violated the terms of the Master Deed, as amended.

ANSWER: Denied.

12. Admit you continue to market and use Commercial Unit "A" in a manner that violates the terms of the Master Deed, as amended.

ANSWER: Denied.

13. Admit you continue to market and use Commercial Unit "B" in a matter that violates the terms of the Master Deed, as amended.

ANSWER: Denied.

14. Admit that you received complaints from the other members of the Regime regarding the use of Commercial Unit "A" and Commercial Unit "B."

ANSWER: Admitted.

15. Admit you have received written notice of the violations.

ANSWER: Admitted.

16. Admit that despite having received notice, you have not ceased using Commercial Unit "A" and Commercial Unit "B" in violation of the Master Deed, as amended.

ANSWER: Denied.

HAYNSWORTH SINKLER BOYD, P.A.

By: Mary M. Caskey

Mary M. Caskey

Alexandra C. Glunt

P.O. Drawer 11889 (29211-1889)

Columbia, SC 29201

(803) 779.3080

mcaskey@hsblawfirm.com

*Attorneys for Defendants M. Gourmet Group,
LLC*

February 16, 2023

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Case No. 2022-CP-40-06509

The Lofts at Printers Square Condominium
Association, Inc.

Plaintiff,

vs.

M. Gourmet Group, LLC

Defendant.

CERTIFICATE OF SERVICE

I, the undersigned employee of Haynsworth Sinkler Boyd, P.A., do hereby certify that I have caused the below listed documents to be served via email on the following parties:

1. Defendant's Responses to Plaintiff's Rule 36 Requests for Admission

VIA EMAIL

Benjamin C. Bruner
Bruner Powell Wall & Mullins, LLC
PO Box 61110 (29260)
1735 St. Julian Place, Suite 200 (29204)
Columbia, SC
803.252.7693
bbruner@brunerpowell.com
Attorney for Plaintiff

February 16, 2023



Amanda Willoughby
Litigation Paralegal

Certificate of Electronic Notification

Recipients

Montana Reiser - Notification transmitted on 11-19-2023 01:24:57 PM.

Alexandra Glunt - Notification transmitted on 11-19-2023 01:24:57 PM.

Mary Caskey - Notification transmitted on 11-19-2023 01:24:57 PM.

Tobias Ward - Notification transmitted on 11-19-2023 01:24:57 PM.

Benjamin Bruner - Notification transmitted on 11-19-2023 01:24:57 PM.

John Hall - Notification transmitted on 11-19-2023 01:24:57 PM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2022CP4006509

Official File Stamp: 11-19-2023 01:24:43 PM

Court: CIRCUIT COURT

Common Pleas

Richland

Case Caption: Lofts At Printers Square Condominium
Association Inc vs M Gourmet Group Llc

Event(s):

Order/Order Cover Sheet \$25.00

Document(s) Submitted: Proposed Order/Other

Filed by or on behalf of: Benjamin C. Bruner

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

John Webster Hall for Lofts At Printers Square
Condominium Association Inc

Tobias Gavin Ward, Jr. for M Gourmet Group Llc

Mary M Caskey for M Gourmet Group Llc

Alexandra Cassidy Glunt

Montana York Reiser for Lofts At Printers Square
Condominium Association Inc

Benjamin C. Bruner for Lofts At Printers Square
Condominium Association Inc

The following people have not been served electronically by the Court. Therefore, they must
be served by traditional means:

M Gourmet Group Llc for M Gourmet Group Llc

M Gourmet Group Llc for M Gourmet Group Llc

From: [Ben Bruner](#)
To: [Maddox, J. Cordell Law Clerk \(Jacqueline McKinney\)](#)
Cc: [dj tobywardlaw.com](#); [Toby Ward](#); [J Webster Hall](#); [Bridget Steele](#)
Subject: RE: Motion/Judgment on the Pleadings" for Case "2022CP4006509- Lofts At Printers Square Condominium Association Inc vs M Gourmet Group Llc"
Date: Tuesday, November 21, 2023 10:47:00 AM

Jackie,

You may have seen it already, but I wanted to follow up to let you know that after some discussion with opposing counsel, I submitted a revised proposed order. It should be in Judge Maddox's queue, but if for some reason it is not, I will be happy to send a copy by e-mail.

I hope everyone has a Happy Thanksgiving.

Sincerely,

Ben

Benjamin C. Bruner



P.O. Box 61110
Columbia, SC 29260-1110
(P) 803.252.7693
www.BrunerPowell.com

From: Maddox, J. Cordell Law Clerk (Jacqueline McKinney) <cmaddoxlc@sccourts.org>
Sent: Tuesday, November 14, 2023 9:22 AM
To: Ben Bruner <bbruner@brunerpowell.com>
Cc: dj tobywardlaw.com <dj@tobywardlaw.com>; Toby Ward <tw@tobywardlaw.com>; J Webster Hall <whall@brunerpowell.com>; Bridget Steele <bstele@brunerpowell.com>
Subject: RE: Motion/Judgment on the Pleadings" for Case "2022CP4006509- Lofts At Printers Square Condominium Association Inc vs M Gourmet Group Llc"

Some people who received this message don't often get email from cmaddoxlc@sccourts.org. [Learn why this is important](#)

Ben,

I apologize for the delay in getting back to you. That is not a problem. If the parties could work together to submit a proposed order by the end of this week, that would be great. Thank you!

Best,

Jackie McKinney
Law Clerk to the Hon. J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348

ROA_0223

PO Box 8002
Anderson, SC 29622

From: Ben Bruner <bbruner@brunerpowell.com>
Sent: Friday, November 10, 2023 4:25 PM
To: Maddox, J. Cordell Law Clerk (Jacqueline McKinney) <cmaddoxlc@sccourts.org>
Cc: dj tobywardlaw.com <dj@tobywardlaw.com>; Toby Ward <tw@tobywardlaw.com>; J Webster Hall <whall@brunerpowell.com>; Bridget Steele <bsteeler@brunerpowell.com>
Subject: Re: Motion/Judgment on the Pleadings" for Case "2022CP4006509- Lofts At Printers Square Condominium Association Inc vs M Gourmet Group Llc"

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Good afternoon, Jackie.

Defense counsel provided me comments today on the proposed order, and I am working through them with defense counsel. If Judge Maddox would be gracious enough to give us some more time we will follow up early next week.

Have a great weekend,

Ben

Benjamin C. Bruner



P.O. Box 61110
Columbia, SC 29260-1110
(P) 803.252.7693
www.BrunerPowell.com

On Nov 8, 2023, at 11:11 AM, Maddox, J. Cordell Law Clerk (Jacqueline McKinney) <cmaddoxlc@sccourts.org> wrote:

All –

That's no problem whatsoever. We will hold off on reviewing the Proposed Order until we hear back with an update on Friday.

Thank you,

Jackie McKinney
Law Clerk to the Hon. J. Cordell Maddox, Jr.
Office: (864) 260-4636

ROA_0224

Fax: (864) 260-6348
PO Box 8002
Anderson, SC 29622

From: Ben Bruner <bbruner@brunerpowell.com>
Sent: Wednesday, November 8, 2023 9:23 AM
To: dj tobywardlaw.com <dj@tobywardlaw.com>; Maddox, J. Cordell Law Clerk (Jacqueline McKinney) <cmaddoxlc@sccourts.org>
Cc: Toby Ward <tw@tobywardlaw.com>; J Webster Hall <whall@brunerpowell.com>; Bridget Steele <bsteele@brunerpowell.com>
Subject: RE: Motion/Judgment on the Pleadings" for Case "2022CP4006509- Lofts At Printers Square Condominium Association Inc vs M Gourmet Group Llc"

***** EXTERNAL EMAIL:** This email originated from outside the organization.
Please exercise caution before clicking any links or opening attachments. ***

I have no objection to Mr. Ward taking until Friday to review the proposed order. That should also allow sufficient time for us to discuss—and perhaps resolve—any issues he has with it.

Benjamin C. Bruner
<image001.jpg>

P.O. Box 61110
Columbia, SC 29260-1110
(P) 803.252.7693
www.BrunerPowell.com

From: dj tobywardlaw.com <dj@tobywardlaw.com>
Sent: Wednesday, November 8, 2023 9:17 AM
To: Maddox, J. Cordell Law Clerk (Jacqueline McKinney) <cmaddoxlc@sccourts.org>
Cc: Toby Ward <tw@tobywardlaw.com>; J Webster Hall <whall@brunerpowell.com>; Bridget Steele <bsteele@brunerpowell.com>; Ben Bruner <bbruner@brunerpowell.com>
Subject: RE: Motion/Judgment on the Pleadings" for Case "2022CP4006509- Lofts At Printers Square Condominium Association Inc vs M Gourmet Group Llc"

Jackie:

As Mr. Bruner notes in his email, Mr. Ward did not receive the proposed order until last night and he has a hearing today. We respectfully request until Friday to review and provide comments, if any, on the proposed order.

Sincerely,

Derrick Jackson and Toby Ward

J. Derrick Jackson
Tobias G. Ward, Jr. PA
Post Office Box 50124
Columbia, SC 29250
(803) 708-4200 (Phone)
(803) 403-8754 (Fax)
dj@tobywardlaw.com

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From: Ben Bruner <bbruner@brunerpowell.com>
Sent: Tuesday, November 7, 2023 10:50 PM
To: Maddox, J. Cordell Law Clerk (Jacqueline McKinney) <cmaddoxlc@sccourts.org>
Cc: Toby Ward <tw@tobywardlaw.com>; J Webster Hall <whall@brunerpowell.com>; Bridget Steele <bsteele@brunerpowell.com>; dj tobywardlaw.com <dj@tobywardlaw.com>
Subject: RE: Motion/Judgment on the Pleadings" for Case "2022CP4006509-Lofts At Printers Square Condominium Association Inc vs M Gourmet Group Llc"

Good evening, Jackie.

I just submitted the proposed order through the e-filing system, so it should be in Judge Maddox's queue. The proposed order was circulated to opposing counsel at 6:29p today prior to e-filing it.

Sincerely,

Ben

Benjamin C. Bruner
<image001.jpg>

P.O. Box 61110
Columbia, SC 29260-1110
(P) 803.252.7693
www.BrunerPowell.com

From: Maddox, J. Cordell Law Clerk (Jacqueline McKinney)
<cmaddoxlc@sccourts.org>
Sent: Tuesday, October 24, 2023 12:01 PM
To: dj tobywardlaw.com <dj@tobywardlaw.com>
Cc: Ben Bruner <bbruner@brunerpowell.com>; Toby Ward
<tw@tobywardlaw.com>; J Webster Hall <whall@brunerpowell.com>;
mcaskey@hsblawfirm.com; aglunt@hsblawfirm.com
Subject: RE: Motion/Judgment on the Pleadings" for Case "2022CP4006509-
Lofts At Printers Square Condominium Association Inc vs M Gourmet Group Llc"

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Good afternoon,

Judge Maddox took Plaintiff's Motion for Summary Judgment under advisement on 9/7/23. Judge Maddox has decided to **grant** this motion. Mr. Bruner, please prepare and e-file a proposed order to this effect by **11/7/23**. Please circulate the proposed order to all counsel prior to e-filing. Please let me know if you have any questions.

Thank you,

Jackie McKinney
Law Clerk to the Hon. J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348
PO Box 8002
Anderson, SC 29622

From: dj tobywardlaw.com <dj@tobywardlaw.com>
Sent: Wednesday, August 30, 2023 4:47 PM
To: Maddox, J. Cordell Law Clerk (Jacqueline McKinney)
<cmaddoxlc@sccourts.org>
Cc: bbruner@brunerpowell.com; Toby Ward <tw@tobywardlaw.com>
Subject: Motion/Judgment on the Pleadings" for Case "2022CP4006509- Lofts
At Printers Square Condominium Association Inc vs M Gourmet Group Llc"

***** EXTERNAL EMAIL:** This email originated from outside the

ROA_0227

organization. Please exercise caution before clicking any links or opening attachments. ***

Judge Maddox:

Attached as instructed by the NEF for the hearings next week is a copy of Defendant M. Gourmet Group's C Return to Motion for Judgment on Pleadings with exhibits which we have just efiled.

Respectfully,

s/ Derrick Jackson

J. Derrick Jackson
Tobias G. Ward, Jr. PA
Post Office Box 50124
Columbia, SC 29250
(803) 708-4200 (Phone)
(803) 403-8754 (Fax)
dj@tobywardlaw.com

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**From:** [Courtmail40\\_DoNotReply@sccourts.org](mailto:Courtmail40_DoNotReply@sccourts.org)  
**To:** [Ben Bruner](#)  
**Cc:** [borer.athena@richlandcountysc.gov](mailto:borer.athena@richlandcountysc.gov)  
**Subject:** Motion "MFJOPL-Motion/Judgment on the Pleadings" for Case "2022CP4006509- Lofts At Printers Square Condominium Association Inc vs M Gourmet Group Llc" was added to a Motions Roster for 9/7/2023 at 2:00 PM  
**Date:** Wednesday, August 16, 2023 10:48:23 AM

---

The above referenced case has been scheduled for a Motions Hearing before Judge J. Cordell Maddox Jr. ALL MOTIONS WILL BE CONDUCTED BY VIDEO CONFERENCING THROUGH CISCO WEBEX. TO ACCESS THIS HEARING, GO TO SCCOURTS.ORG, SELECT "CALENDAR", THEN SELECT "MONTHLY VIEW". YOU WILL SELECT "CIRCUIT" ON THE DAY OF YOUR HEARING, THEN SCROLL TO FIND JUDGE MADDOX. CLICK "VIRTUAL COURTROOM" Please file any briefs or memorandums the Wednesday before the week of the hearing to [cmaddoxlc@sccourts.org](mailto:cmaddoxlc@sccourts.org). All requests for continuances must be in writing with a \$25 filing fee and received by the Chief Administrative Judge prior to the hearing. A request for continuance does not guarantee that a case will be continued. Please notify the Court in writing if the Motion is resolved prior to the hearing.

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AFFIDAVIT OF SERVICE

| | | | |
|--|--|--|--------------------------------------|
| Case:
2022-CP-40-06509 | Court:
Fifth Court of Common Pleas | County:
Richland, SC | Job:
8094497 (11-2529.103) |
| Plaintiff / Petitioner:
The Lofts at Printers Square Condominium Association, Inc. | | Defendant / Respondent:
M Gourmet Group, LLC | |
| Received by:
T R Kennedy Consultation & Investigation Services, LLC | | For:
Bruner Powell Wall & Mullins, LLC | |
| To be served upon:
Xiaolan Wang, Registered Agent for M Gourmet Group, LLC | | | |

I, Ted Kennedy, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Rui Cao, Owner, Registered Agent for M Gourmet Group, LLC, 209 Wood Moor Place, Columbia, SC 29212

Manner of Service: Registered Agent, Dec 17, 2022, 11:25 am EST

Documents: Letter to M Gourmet Group LLC, Summons and Complaint, Deed Exhibit B, Summons and Complaint, Exhibit E, Lis Pendens, Exhibit C, Exhibit D, Exhibit A

Additional Comments:

1) Unsuccessful Attempt: Dec 16, 2022, 1:35 pm EST at 209 Wood Moor Place, Columbia, SC 29212

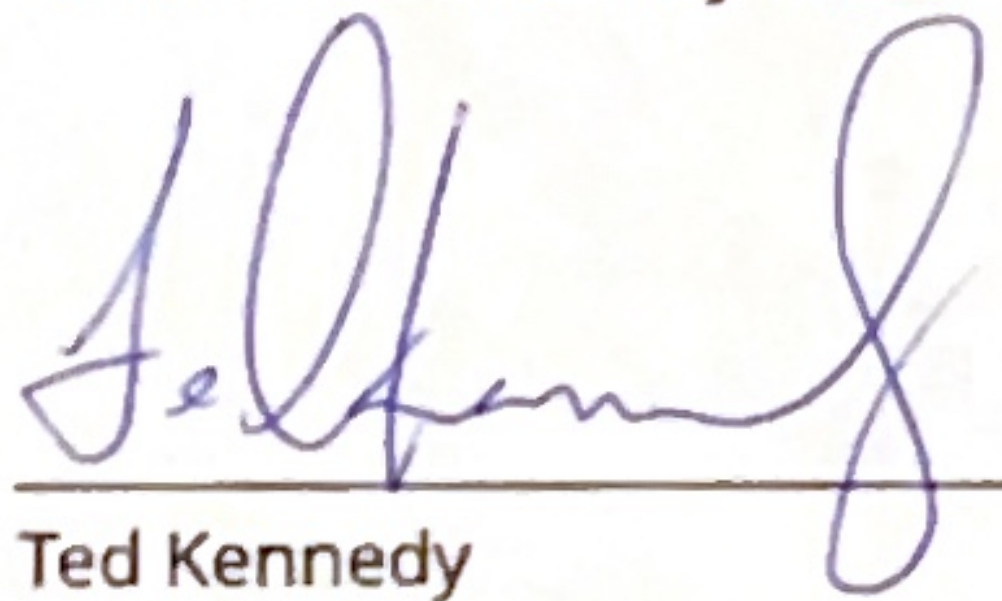
The garage was up. No response at the door.

2) Unsuccessful Attempt: Dec 17, 2022, 11:20 am EST at 209 Wood Moor Place, Columbia, SC 29212

Garage door open. The items that were delivered and left on the porch from the last attempt were not there. No response at the door.

3) Successful Attempt: Dec 17, 2022, 11:25 am EST at 209 Wood Moor Place, Columbia, SC 29212 received by Rui Cao, Owner, Registered Agent for M Gourmet Group, LLC. Ethnicity: Asian American; Gender: Male; Other: Asian american male who identified himself as the owner of M Gourmet Group, LLC. Between 5 ft 5 and 5 ft 8 inches. Black Lexus Sports Utility Vehicle. Removed the mail from the mail box at the residence. ;

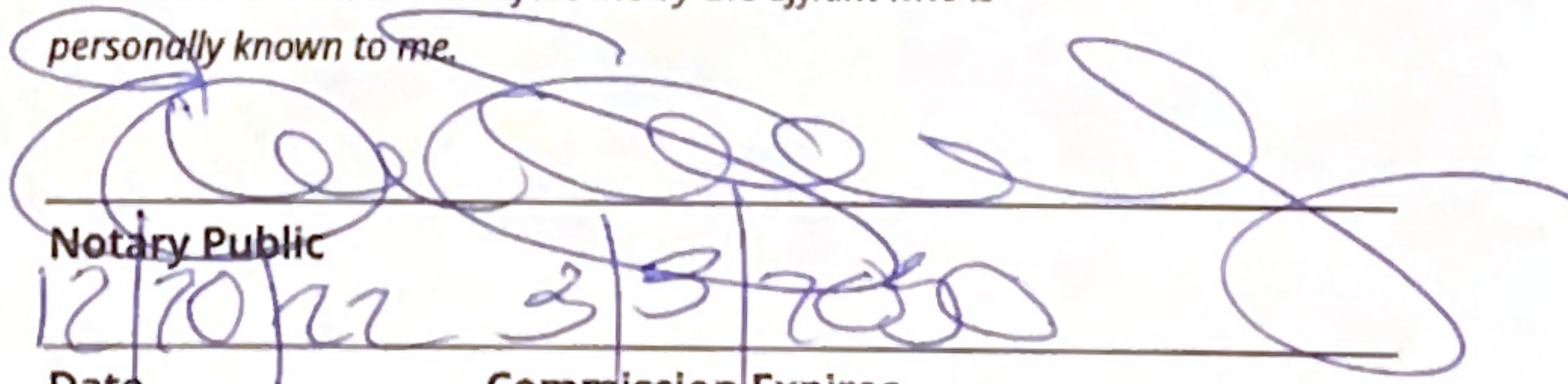
I went to 209 Wood Moor Place, Columbia, SC 29212. I met with a male who identified himself as the Owner and Registered Agent fo M Gourmet Group, LLC. He said that he and his wife Xiaolan Wang both own the M Gourmet Group, LLC. He said that he already has received documents that they are being sued and is authorized to accept service of the documents.

 12/20/22

Ted Kennedy Date

T R Kennedy Consultation & Investigation Services, LLC
P.O. Box 24525
Columbia, SC 29224
8034715176

Subscribed and sworn to before me by the affiant who is
personally known to me.



Notary Public

12/20/22
Date

3/3/2030
Commission Expires



RECEIVED

Sep 11 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
J. Cordell Maddox Jr., Circuit Court Judge

Appellate Case No. 2024-000027
Case No. 2022-CP-40-06509

The Lofts at Printers Square Condominium
Association Inc.,

Respondent,

v.

M Gourmet Group, LLC,

Appellant.

CERTIFICATE OF COUNSEL FOR THE RECORD ON APPEAL

Pursuant to Rule 210(g), SCRCP, the undersigned certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

September 11, 2024

Respectfully Submitted,

**NELSON MULLINS RILEY &
SCARBOROUGH, LLP**

/s/ Blake T. Williams

Sarah T. Eibling, SC Bar No. 72607

Paul T. Collins, SC Bar No. 70336

Blake T. Williams, SC Bar No. 100794

1320 Main Street, 17th Floor

Columbia, SC 29201

(803) 799-2000

sarah.eibling@nelsonmullins.com

paul.collins@nelsonmullins.com

blake.williams@nelsonmullins.com

Ashia Crooms-Carpenter, SC Bar No. 102680
301 South College St., Suite 2300
Charlotte, NC 28202
(704) 417-3000
ashia.carpenter@nelsonmullins.com

*Attorneys for Appellant M Gourmet
Group, LLC*

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

Aug 14 2024

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
J. Cordell Maddox Jr., Circuit Court Judge

SC Court of Appeals

Appellate Case No. 2024-000027
Case No. 2022-CP-40-06509

The Lofts at Printers Square Condominium
Association Inc.,

Respondent,

v.

M Gourmet Group, LLC,

Appellant.

AMENDED PROOF OF SERVICE

I, the undersigned Paralegal, of the law offices of Nelson Mullins Riley & Scarborough, LLP, Attorneys for M Gourmet Group, LLC, do hereby certify I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified in accordance with the Supreme Court Order 2022-05-06-04, by emailing a copy to each attorney listed below using their primary email address listed in the Attorney Information System.

Documents Served: RECORD ON APPEAL

Counsel Served: Benjamin C. Bruner
John Webster Hall
Bruner Powell Wall & Mullins, LLC
Post Office Box 61110 (29260)
1735 St. Julian Place
Suite 200 (29204)
Columbia, SC
(803) 252-7693
bbruner@brunerpowell.com
whall@brunerpowell.com
Attorneys for Respondent

Meredith S. Keane
Meredith S. Keane

August 14, 2024

Meredith Keane

From: Ben Bruner <bbruner@brunerpowell.com>
Sent: Wednesday, August 14, 2024 11:16 AM
To: Meredith Keane; J Webster Hall; mreiser@jahlaw.com
Cc: Blake Williams; Sarah Eibling; Paul Collins; Ashia Carpenter; Maria Keeve
Subject: RE: The Lofts at Printers Square Condominium Association, Inc. v. M. Gourmet Group, LLC - Appellate Case No. 2024-000027 - Service of Record on Appeal
Attachments: Cover Letter and Order.pdf

External Source/Sender notice

Use caution responding or clicking links/attachments.

Report Suspicious

Received.

Please remove Montana Reiser from the distribution list, as she is no longer with our firm and was relieved as counsel in April. The Order is attached.

Sincerely,

Ben

Benjamin C. Bruner
BRUNER POWELL
BRUNER POWELL WALL & MULLINS, LLC
P.O. Box 61110
Columbia, SC 29260-1110
(P) 803.252.7693
www.BrunerPowell.com

RECEIVED
Aug 14 2024
SC Court of Appeals

From: Meredith Keane <meredith.keane@nelsonmullins.com>
Sent: Wednesday, August 14, 2024 11:00 AM
To: Ben Bruner <bbruner@brunerpowell.com>; J Webster Hall <whall@brunerpowell.com>; mreiser@jahlaw.com
Cc: Blake Williams <blake.williams@nelsonmullins.com>; Sarah Eibling <Sarah.Eibling@nelsonmullins.com>; Paul Collins <Paul.Collins@nelsonmullins.com>; Ashia Carpenter <ashia.carpenter@nelsonmullins.com>; Meredith Keane <meredith.keane@nelsonmullins.com>; Maria Keeve <maria.keeve@nelsonmullins.com>
Subject: The Lofts at Printers Square Condominium Association, Inc. v. M. Gourmet Group, LLC - Appellate Case No. 2024-000027 - Service of Record on Appeal

Some people who received this message don't often get email from meredith.keane@nelsonmullins.com. [Learn why this is important](#)

Counsel,

Attached for service in the above matter is the Record on Appeal and Proof of Service.

Thank you.



MEREDITH KEANE

meredith.keane@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1320 MAIN STREET | COLUMBIA, SC 29201

T 803.255.9564 F 803.256.7500

NELSONMULLINS.COM

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