

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

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S.C. SUPREME COURT

APPEAL FROM HORRY COUNTY
Court of Common Pleas
Honorable William H. Seals, Jr., Circuit Court Judge

S.C. Ct. App. Case No. 2023-000451
Case No. 2019-CP-26-06550

Appellate Case No. 2025-002042

Marshall Griffin, ...Respondent,

v.

Tony Giovino, Carter Tackett, Richard Aquino,
Bill West, and Shoreham Towers Homeowners Association, ... Petitioners.

APPENDIX – VOLUME III

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INDEX TO APPENDIX

VOLUME I – RECORD ON APPEAL VOLUME I

ORDERS

Form 4 Order Denying Plaintiff’s Ex-Parte Motion for Temporary Restraining Order - January 9, 2020	8
Form 4 Order - Plaintiff’s Motion for Ex Parte Temporary Restraining Order and Preliminary Injunction Withdrawn - February 4, 2020	11
Form 4 Order Granting Plaintiff’s Motion for a Temporary Restraining Order - October 26, 2020	14
Order Granting Plaintiff’s Motion for a Temporary Restraining Order - November 9, 2020	17
Form 4 Order - Jury Verdict/Judgment - February 7, 2023	21
Order Denying Defendants’ Motion and Supplemental Motion for Judgment Notwithstanding the Verdict, New Trial Nisi Remittitur, New Trial Absolute, and New Trial - March 9, 2023	28
Order Denying Defendants’ Motion and Supplemental Motion for Judgment Notwithstanding the Verdict, New Trial Nisi Remittitur, New Trial Absolute, and New Trial - March 13, 2023	32

PLEADINGS

Summons and Complaint – October 14, 2019	36
Answer – December 17, 2019	43

MOTIONS

Plaintiff’s Notice of Motion and Motion for an Ex Parte Temporary Restraining Order and Motion for a Preliminary Injunction – January 9, 2020	46
Plaintiff’s Notice of Motion and Motion and Motion for an Ex Parte Temporary Restraining Order and Motion for a Preliminary Injunction – June 2, 2020	62
Plaintiff’s Motion in Limine to Exclude Qualification and Testimony of Roger Roy as Expert – January 24, 2023	139
Plaintiff’s Motion in Limine to Exclude Evidence Related to Tax Assessor’s Determination of Square Footage – January 24, 2023	144

Plaintiff’s Motion to Amend Plaintiff’s Complaint to Conform to the Evidence and Proposed Amended Complaint – January 24, 2023	146
Defendants’ Motion in Limine – January 25, 2023	155
Defendants’ Supplemental Motion in Limine – January 27, 2023	159
Defendants’ Motion for Judgment Notwithstanding the Verdict, Motion for New Trial Nisi Remittitur, Motion for New Trial Absolute, and Motion for New Trial – February 13, 2023	164
Defendants’ Supplemental Motion for Judgment Notwithstanding the Verdict, Motion for New Trial Nisi Remittitur, Motion for New Trial Absolute, and Motion for New Trial – February 13, 2023	178

TRANSCRIPT

Transcript of Record	181

PRETRIAL MOTIONS

Plaintiff’s Motion in Limine to Exclude Qualification and Testimony of Roger Roy as Expert – January 24, 2023	196
Plaintiff’s Motion in Limine to Exclude Evidence Related to Tax Assessor’s Determination of Square Footage – January 24, 2023	200
Plaintiff’s Motion to Amend Plaintiff’s Complaint to Conform to the Evidence and Proposed Amended Complaint – January 24, 2023	201
Defendants’ Motion in Limine – January 25, 2023	205
Defendants’ Supplemental Motion in Limine – January 27, 2023	209

OPENING STATEMENTS

By Plaintiff’s Counsel	231
Defendants’ Counsel	245

TESTIMONY

PLAINTIFF’S WITNESSES

MARSHALL GRIFFIN

Direct Examination by Plaintiff’s Counsel	250
Cross-Examination by Defendants’ Counsel	334

Redirect Examination by Plaintiff's Counsel	390
HENRY BECKHAM	
Direct Examination by Plaintiff's Counsel	398
Cross-Examination by Defendants' Counsel	409
Redirect Examination by Plaintiff's Counsel	417
WAYNE WHITE	
Direct Examination by Plaintiff's Counsel	419
Cross-Examination by Defendants' Counsel	424
Redirect Examination by Plaintiff's Counsel	428
RICHARD MINIELLY	
Direct Examination by Plaintiff's Counsel	429
Cross-Examination by Defendants' Counsel	436
<u>VOLUME II – RECORD ON APPEAL VOLUME II</u>	
RICHARD AQUINO	
Direct Examination by Plaintiff's Counsel	445
Cross-Examination by Defendants' Counsel	542
Redirect Examination by Plaintiff's Counsel	544
Recross-Examination by Defendants' Counsel	546
SUE PECK	
Direct Examination by Plaintiff's Counsel	547
Cross-Examination by Defendants' Counsel	557
Redirect Examination by Plaintiff's Counsel	561
DAVID YOUNG (via video)	563
RICHARD JONES	
Direct Examination by Plaintiff's Counsel	577

Cross-Examination by Defendants' Counsel	590
WILLIAM CROSSLAND	
Direct Examination by Plaintiff's Counsel	595
MOTIONS	602
DEFENDANTS' WITNESSES	
BILL WEST	
Direct Examination by Defendants' Counsel	633
Cross-Examination by Plaintiff's Counsel	683
Redirect Examination by Defendants' Counsel	729
Recross-Examination by Plaintiff's Counsel	733
JASON THOMPSON	
Direct Examination by Defendants' Counsel	736
Cross-Examination by Plaintiff's Counsel	743
ROGER ROY	
Direct Examination by Defendants' Counsel	752
Cross-Examination by Plaintiff's Counsel	765
Redirect Examination by Defendants' Counsel	779
Recross-Examination by Plaintiff's Counsel	782
ROBERT WARNER	
Direct Examination by Defendants' Counsel	783
ANTHONY GIOVINO	
Direct Examination by Defendants' Counsel	787
Cross-Examination by Plaintiff's Counsel	797
CARTER TACKETT	
Direct Examination by Defendants' Counsel	816

Cross-Examination by Plaintiff’s Counsel	831
Redirect-Examination by Defendants’ Counsel	864
Recross-Examination by Plaintiff’s Counsel	868
MOTIONS	870
JURY CHARGE CONFERENCE	888

VOLUME III – RECORD ON APPEAL VOLUME III

CLOSING ARGUMENTS

By Plaintiff’s Counsel	906
By Defendants’ Counsel	932
By Plaintiff’s Counsel – Reply Argument	956
JURY CHARGES	961
MOTION	979
QUESTIONS FROM JURY	980
VERDICT	983
DAVID YOUNG Videotaped Videoconference Deposition for Use at Trial with Exhibits	998

OTHER MATERIALS AND DOCUMENTS

Plaintiff’s Exhibit 5 – Shoreham Towers Master Deed	1106
Plaintiff’s Exhibit 7- July 31, 1992 Board of Directors Meeting Minutes	1162
Plaintiff’s Exhibit 8 – January 25, 1997 Board of Directors Meeting Minutes	1163
Plaintiff’s Exhibit 12 – October 1, 2018 Richard Aquino Email	1165
Plaintiff’s Exhibit 17 – Roof Top Terrace Rules & Regulations Final Draft 5/25/19	1171
Plaintiff’s Exhibit 19 – Safety Inspection	1173
Plaintiff’s Exhibit 27 – June 1, 2020 Email from Angela Perry to Marshall Griffin.....	1176

Plaintiff’s Exhibit 30 – October 5, 2020 Letter to Marshall Griffin from Pat Clark, Tradd Management Association Manager	1180
Plaintiff’s Exhibit 40 – January 22, 2019 Carter Tackett Email	1181
Defendants’ Exhibit 1 – Shoreham Towers Building Plans	1185
Defendants’ Exhibit 2 – Robert Marshall Griffin and Caroline Sherman Griffin Deed	1199
Defendants’ Exhibit 13 – 1997 Lawsuit	1202
Defendants’ Exhibit 23 – March 19, 2019 Letter from Roger Roy to Carter Tackett	1210
Defendants’ Exhibit 25 – May 1, 2019 Letter from John Grantland to Tony Giovino	1212
Defendants’ Exhibit 27 – May 31, 2019 Letter from John Grantland to Roger Roy	1213
Defendants’ Exhibit 30 – May 13, 2019 Letter from Thompson Roofing, Inc. to Shoreham Towers Board of Directors	1216
Defendants’ Exhibit 32 – Pictures	1217
Defendants’ Exhibit 33 – Pictures	1220
Defendants’ Exhibit 35 – Pictures	1226
Defendants’ Exhibit 36 – Pictures	1231
Defendants’ Exhibit 39 – Survey	1235
Defendants’ Exhibit 43 – January 23, 2019 Richard Aquino Email	1236
Defendants’ Exhibit 52 – Recorded Rules and Regulations	1238
Defendants’ Exhibit 53 – October 5, 2020 Letters to Marshall Griffin from Pat Clark.....	1244
Court’s Exhibit 5	1247
Court’s Exhibit 6	1248
Court’s Exhibit 7	1249
Court’s Exhibit 8	1251

Notice of Appeal dated March 16, 2023	1252
Certificate of Counsel	1277

VOLUME IV – FILINGS FROM THE COURT OF APPEALS

Final Brief of Appellants dated September 18, 2023	1278
Final Brief of Respondent dated September 13, 2023	1330
Final Reply Brief of Appellants dated September 18, 2023	1372
Appellate Court Opinion dated July 16, 2025	1397
Appellants’ Petition for Rehearing dated July 30, 2025	1422
Respondent’s Return to Appellants’ Petition for Rehearing dated August 25, 2025	1432
Appellants’ Reply to Respondent’s Return to Appellants’ Petition for Rehearing dated September 2, 2025	1443
Order Denying Petition for Rehearing dated September 5, 2025	1450

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APP 000899

INDEX

Volume I

ORDERS

Form 4 Order Denying Plaintiff's Ex-Parte Motion for Temporary Restraining Order - January 9, 2020	7
Form 4 Order - Plaintiff's Motion for Ex Parte Temporary Restraining Order and Preliminary Injunction Withdrawn - February 4, 2020	10
Form 4 Order Granting Plaintiff's Motion for a Temporary Restraining Order - October 26, 2020	13
Order Granting Plaintiff's Motion for a Temporary Restraining Order - November 9, 2020	16
Form 4 Order - Jury Verdict/Judgment - February 7, 2023	20
Order Denying Defendants' Motion and Supplemental Motion for Judgment Notwithstanding the Verdict, New Trial Nisi Remittitur, New Trial Absolute, and New Trial - March 9, 2023	27
Order Denying Defendants' Motion and Supplemental Motion for Judgment Notwithstanding the Verdict, New Trial Nisi Remittitur, New Trial Absolute, and New Trial - March 13, 2023	31

PLEADINGS

Summons and Complaint – October 14, 2019	35
Answer – December 17, 2019	42

MOTIONS

Plaintiff's Notice of Motion and Motion for an Ex Parte Temporary Restraining Order and Motion for a Preliminary Injunction – January 9, 2020	45
Plaintiff's Notice of Motion and Motion and Motion for an Ex Parte Temporary Restraining Order and Motion for a Preliminary Injunction – June 2, 2020	61
Plaintiff's Motion in Limine to Exclude Qualification and Testimony of Roger Roy as Expert – January 24, 2023	138

Plaintiff’s Motion in Limine to Exclude Evidence Related to Tax Assessor’s Determination of Square Footage – January 24, 2023	143
Plaintiff’s Motion to Amend Plaintiff’s Complaint to Conform to the Evidence and Proposed Amended Complaint – January 24, 2023	145
Defendants’ Motion in Limine – January 25, 2023	154
Defendants’ Supplemental Motion in Limine – January 27, 2023	158
Defendants’ Motion for Judgment Notwithstanding the Verdict, Motion for New Trial Nisi Remittitur, Motion for New Trial Absolute, and Motion for New Trial – February 13, 2023	163
Defendants’ Supplemental Motion for Judgment Notwithstanding the Verdict, Motion for New Trial Nisi Remittitur, Motion for New Trial Absolute, and Motion for New Trial – February 13, 2023	177

TRANSCRIPT

Transcript of Record	180

PRETRIAL MOTIONS

Plaintiff’s Motion in Limine to Exclude Qualification and Testimony of Roger Roy as Expert – January 24, 2023	195
Plaintiff’s Motion in Limine to Exclude Evidence Related to Tax Assessor’s Determination of Square Footage – January 24, 2023	199
Plaintiff’s Motion to Amend Plaintiff’s Complaint to Conform to the Evidence and Proposed Amended Complaint – January 24, 2023	200
Defendants’ Motion in Limine – January 25, 2023	204
Defendants’ Supplemental Motion in Limine – January 27, 2023	208

OPENING STATEMENTS

By Plaintiff’s Counsel	230
Defendants’ Counsel	244

TESTIMONY

PLAINTIFF’S WITNESSES

MARSHALL GRIFFIN

Direct Examination by Plaintiff's Counsel.....	249
Cross-Examination by Defendants' Counsel.....	333
Redirect Examination by Plaintiff's Counsel.....	389

HENRY BECKHAM

Direct Examination by Plaintiff's Counsel.....	397
Cross-Examination by Defendants' Counsel.....	408
Redirect Examination by Plaintiff's Counsel.....	416

WAYNE WHITE

Direct Examination by Plaintiff's Counsel.....	418
Cross-Examination by Defendants' Counsel.....	423
Redirect Examination by Plaintiff's Counsel.....	427

RICHARD MINIELLY

Direct Examination by Plaintiff's Counsel.....	428
Cross-Examination by Defendants' Counsel.....	435

Volume II

RICHARD AQUINO

Direct Examination by Plaintiff's Counsel.....	437
Cross-Examination by Defendants' Counsel.....	534
Redirect Examination by Plaintiff's Counsel.....	536
Recross-Examination by Defendants' Counsel.....	538

SUE PECK

Direct Examination by Plaintiff's Counsel.....	539
Cross-Examination by Defendants' Counsel.....	549
Redirect Examination by Plaintiff's Counsel.....	553

DAVID YOUNG (via video)	555

RICHARD JONES

Direct Examination by Plaintiff's Counsel	569
Cross-Examination by Defendants' Counsel	582

WILLIAM CROSSLAND

Direct Examination by Plaintiff's Counsel.....	587

MOTIONS	594

DEFENDANTS' WITNESSES

BILL WEST

Direct Examination by Defendants' Counsel.....	625
Cross-Examination by Plaintiff's Counsel.....	675
Redirect Examination by Defendants' Counsel.....	721
Recross-Examination by Plaintiff's Counsel	725
JASON THOMPSON	
Direct Examination by Defendants' Counsel.....	728
Cross-Examination by Plaintiff's Counsel.....	735
ROGER ROY	
Direct Examination by Defendants' Counsel.....	744
Cross-Examination by Plaintiff's Counsel.....	757
Redirect Examination by Defendants' Counsel.....	771
Recross-Examination by Plaintiff's Counsel	774
ROBERT WARNER	
Direct Examination by Defendants' Counsel.....	775
ANTHONY GIOVINO	
Direct Examination by Defendants' Counsel.....	779
Cross-Examination by Plaintiff's Counsel.....	789
CARTER TACKETT	
Direct Examination by Defendants' Counsel.....	808
Cross-Examination by Plaintiff's Counsel.....	823
Redirect-Examination by Defendants' Counsel	856
Recross-Examination by Plaintiff's Counsel	860
MOTIONS	862
JURY CHARGE CONFERENCE	880

Volume III

CLOSING ARGUMENTS	
By Plaintiff's Counsel	891
By Defendants' Counsel	917
By Plaintiff's Counsel – Reply Argument	941
JURY CHARGES	946
MOTION	964
QUESTIONS FROM JURY	965
VERDICT	968

DAVID YOUNG Videotaped Videoconference Deposition for Use at Trial with Exhibits	983

OTHER MATERIALS AND DOCUMENTS

Plaintiff's Exhibit 5 – Shoreham Towers Master Deed.....	1091
Plaintiff's Exhibit 7- July 31, 1992 Board of Directors Meeting Minutes	1147
Plaintiff's Exhibit 8 – January 25, 1997 Board of Directors Meeting Minutes.....	1148
Plaintiff's Exhibit 12 – October 1, 2018 Richard Aquino Email.....	1150
Plaintiff's Exhibit 17 – Roof Top Terrace Rules & Regulations Final Draft 5/25/19..	1156
Plaintiff's Exhibit 19 – Safety Inspection	1158
Plaintiff's Exhibit 27 – June 1, 2020 Email from Angela Perry to Marshall Griffin ..	1161
Plaintiff's Exhibit 30 – October 5, 2020 Letter to Marshall Griffin from Pat Clark, Tradd Management Association Manager	1165
Plaintiff's Exhibit 40 – January 22, 2019 Carter Tackett Email.....	1166
Defendants' Exhibit 1 – Shoreham Towers Building Plans.....	1170
Defendants' Exhibit 2 – Robert Marshall Griffin and Caroline Sherman Griffin Deed.....	1184
Defendants' Exhibit 13 – 1997 Lawsuit	1187
Defendants' Exhibit 23 – March 19, 2019 Letter from Roger Roy to Carter Tackett.....	1195
Defendants' Exhibit 25 – May 1, 2019 Letter from John Grantland to Tony Giovino.....	1197
Defendants' Exhibit 27 – May 31, 2019 Letter from John Grantland to Roger Roy ..	1198
Defendants' Exhibit 30 – May 13, 2019 Letter from Thompson Roofing, Inc. to Shoreham Towers Board of Directors	1201
Defendants' Exhibit 32 – Pictures	1202
Defendants' Exhibit 33 – Pictures	1205

Defendants’ Exhibit 35 – Pictures	1211
Defendants’ Exhibit 36 – Pictures	1216
Defendants’ Exhibit 39 – Survey	1220
Defendants’ Exhibit 43 – January 23, 2019 Richard Aquino Email	1221
Defendants’ Exhibit 52 – Recorded Rules and Regulations	1223
Defendants’ Exhibit 53 – October 5, 2020 Letters to Marshall Griffin from Pat Clark	1229
Court’s Exhibit 5.....	1232
Court’s Exhibit 6.....	1233
Court’s Exhibit 7.....	1234
Court’s Exhibit 8.....	1236
Notice of Appeal dated March 16, 2023.....	1237
Certificate of Counsel.....	1262

CLOSING ARGUMENT - MR. GRANTLAND

1 (WHEREUPON, THE PROCEEDINGS FOR FEBRUARY 2, 2023
2 CONCLUDED AT 3:16 P.M.

3 THE FOLLOWING WAS HAD ON FEBRUARY 3, 2023 OUT OF
4 THE PRESENCE OF THE JURY.)

5 THE COURT: Everyone ready? Okay. Bring in the
6 jury.

7 MS. GOLDING: Before the jury comes, yesterday
8 evening Taylor sent an e-mail to Margaret about another
9 change.

10 MS. VOEGEL: Just to add "do we find for the
11 plaintiff, yes or no."

12 THE COURT: We don't want to add (laughing).

13 MS. VOEGEL: Just for each cause of action, for
14 so breach of contract, breach of contract with
15 fraudulent intent, conversion, left the conspiracy the
16 way you had that, and then added just acquiescence.

17 THE COURT: I'm just going to leave it like it
18 is. Less is better.

19 (The jury enters at 9:48 a.m., and the
20 following is heard in the presence of the jury.)

21 THE COURT: Plaintiff is recognized foreclosing
22 statement.

23 MR. GRANTLAND: Thank you. May it please the
24 Court?

25 Good morning, ladies and gentlemen. On behalf of

CLOSING ARGUMENT - MR. GRANTLAND

1 Marshall Griffin, his family, I truly want to thank you
2 for your jury service this week I. Know you are not
3 here by choice. You were picked. For better or worse,
4 you were selected, and I truly appreciate it. I think
5 we can speak for all of us that we appreciate your
6 service.

7 Trials, the word means what it says, and this has
8 been an unusual one. I think the first day we lost a
9 juror. I never even saw the guy. I think it was guy.

10 Second day we had my senior statesmen,
11 Mr. Brittain, feeling bad. And then the third day he's
12 laying out in the waiting room. I think he's feeling
13 better, but I lost him. Thank God for Crawford. But
14 it's been a trial, and we appreciate you hanging with
15 us.

16 But this is particularly a trial for Marshall.
17 It's been a trial since 2018 when rules -- when an
18 e-mail was sent out that was untrue, saying things that
19 were untrue.

20 It was a trial for him in 2019 when they created
21 rules that changed how he has used his condo since 1995
22 and how his uncle used it since '83.

23 It's been a trial for him when they took his
24 Turtle tile, when they took his furniture. I mean,
25 it's been a long trial for him up until we got here

CLOSING ARGUMENT - MR. GRANTLAND

1 today.

2 All we wanted -- all Marshall has wanted is to
3 put his case before a jury of impartial people, who
4 don't know any of us, and let you decide. Let you
5 decide whether his private outdoor space that has been
6 private since 1983 belongs to the unit, or whether a
7 group of men with an agenda can change the rules or add
8 rules and take it away from him. That is really the
9 issue you have before you today.

10 The most important issue for Marshall is his
11 privacy. Is this area that's been private since 1983,
12 that he's been taking care of since 1995, is it not
13 common, or is it common where these folks can control
14 it? That's what you have to decide.

15 Let's start at the beginning. This is the condo.
16 Every condo has a master deed.

17 Can you all see this?

18 Ms. Golding said it was "the Bible." I'm not
19 going to go that far. I appreciate the comment, but,
20 you know, I like what Mr. White said. He said the
21 master deed is written by lawyers for lawyers to argue
22 about later. But it was signed by Bobby Griffin,
23 Marshall's uncle. His John Hancock is on this
24 document, and who in the world would think that the man
25 who developed this would want to have his all glass

CLOSING ARGUMENT - MR. GRANTLAND

1 condominium surrounded like a parking lot or like a
2 swimming pool for everyone else to walk around and see?
3 It makes no sense.

4 There are lots of words in this master deed.
5 Rooftop penthouse is described as a dwelling. There
6 are things that are common and not common. Nowhere in
7 this deed are you going to see the word that "terrace"
8 is common. You are not. And, you know, you are not
9 going to see that the tenth floor elevator is common.

10 But what is important to Marshall is, you know,
11 this paragraph: "As to each dwelling" -- because he
12 certainly has a dwelling -- "and all balconies adjacent
13 to each dwelling, including the railing, are part of
14 the dwelling and not common."

15 Only lawyers would parse over "balcony" versus
16 "terrace." They are the same. They are synonymous
17 with each other. "Balcony," "terrace," "deck," they
18 are all the same.

19 (Photographs are published to the jury throughout
20 Mr. Grantland's closing.)

21 I mean, again, I'm asking you to use common
22 sense. Since '83 his space between the dwelling and
23 the railing has always been private, just like everyone
24 else. He has been -- and particularly from 1995 to
25 2019, it was part of the dwelling. He treated it as

CLOSING ARGUMENT - MR. GRANTLAND

1 part of the dwelling. I mean, look at it. Does it
2 look like it's supposed to be common? There are no
3 bathrooms up there like the swimming pool. Does it
4 look like a balcony or porch and an all glass
5 penthouse, or does it look like it's supposed to be
6 common?

7 Marshall has maintained this, and he had a
8 maintenance man who is billing a hundred dollars every
9 week for the last 20 years. He has a landscaper taking
10 care of the plants for over 20 years. He's paid for
11 the electricity. You know, the lights to the -- all
12 the lights out on these planters, the switch is inside
13 the penthouse. And they want to say this is common for
14 any of the -- for Mr. Aquino and his family and guests
15 to use? I mean, that makes no sense.

16 Again, I ask you -- the judge will tell you to
17 use your common sense, and I'm asking you to use your
18 common sense. Is this a balcony, or is this supposed
19 to be common for everyone to use?

20 Again, I mean, it is a beautiful view. I can
21 understand why they want to control it. I understand
22 why they would like to go up there and have a party or
23 have lunch, because it is a gorgeous view of North
24 Myrtle Beach.

25 I mean, everyone at Shoreham Towers has their own

CLOSING ARGUMENT - MR. GRANTLAND

1 private outdoor space. The problem for Marshall,
2 unfortunately, is Mr. Aquino was below him, and he
3 didn't like renters. He didn't like renters moving
4 chairs. He didn't like children running and playing
5 corn hole, listening to music. The biggest part for
6 Marshall is Mr. Aquino was down here, and he didn't
7 like renters.

8 But everyone -- everyone has private outdoor
9 space. Does it look like it is supposed to be common
10 for them to control, or does it look like it belongs to
11 the penthouse? Again, use your common sense.

12 Again, this is from the kitchen table or the
13 dining room, the eating area looking out. When you
14 look out that sliding glass door, does it look like a
15 balcony, or does it look like it's supposed to be
16 common for everyone to see?

17 Do you think Ms. Peck when she and her girlfriend
18 from Charlotte come down, do you think they want to sit
19 down and have breakfast in the morning and see
20 strangers they don't know sitting outside? I mean,
21 that's what they would allow if they had their way. Or
22 is this supposed to be private? I mean, common sense,
23 ladies and gentlemen.

24 Oh, Marshall doesn't pay his fair share. You
25 heard that Marshall doesn't pay what he's supposed to

CLOSING ARGUMENT - MR. GRANTLAND

1 pay. This is the schedule in the master deed about the
2 assessments. You know Marshall pays -- he's "Rooftop
3 Penthouse," so he pays 4.3 percent. The next bigger
4 one is 3.1, and 2.7, and it goes down from there. He's
5 always paid more because he has more. So the argument
6 that he doesn't pay what he's supposed to pay -- and
7 you can get people fired up when you say they don't pay
8 what they are supposed to pay and they are cheats, but
9 he's always paid more than everyone else.

10 He doesn't pay his square footage, you heard
11 that. He's not paying what I pay. You know, we've
12 done our due diligence, and he hasn't paid what we pay.
13 Yeah, well, he's taken away a lot of expense from this
14 HOA over the years. He's maintained it over 20 years
15 with Rich Joes. Rich Jones tells he's painted the
16 planters, replaced the light bulbs on the planters,
17 cleaned, done all kinds of things that the HOA has not
18 had to do. This is Marshall's expense, not the HOA's.

19 Rich said the HOA people don't even go up there.
20 Why? Because it is maintained by Marshall.
21 Landscaping, plants, planters for over 20 years.
22 That's \$80,000 according to Mr. Crossland.

23 The electricity for the terrace and elevator
24 lobby for over 20 years, it's been paid by him.
25 They've never said, hey, we think this is common.

CLOSING ARGUMENT - MR. GRANTLAND

1 We're going to take your electricity bill. They took
2 his furniture, but never took his electricity bill.
3 This is all paid by Marshall and not paid by them.

4 I mean, so any argument he doesn't pay is silly,
5 because he's been paying since he has owned the place,
6 and he's been paying because it is his responsibility.
7 It is his private space.

8 You know, this building has a history. A history
9 that no one considered when they came up with their
10 rules. I mean, this is in 1992. 1992, you all might
11 have been in Horry County, but none of these folks were
12 in Horry County. The Griffins were in Horry County.
13 Uncle Bobby was in Horry County. In 1992 this building
14 had rules. They had minutes. 1992, Jim Pike, the
15 attorney responsible for the master deed, said that the
16 area around the top penthouse will be handled the same
17 as other balconies.

18 What else do you need to hear, ladies and
19 gentlemen? You heard from an attorney that they hired
20 to rubber stamp their idea, who was kept in the dark.
21 But, you know, in 1992 it was said by this Shoreham
22 Towers board that that area would be treated just like
23 balconies were. It looks like a balcony, and he
24 treated it like a balcony. Always treated as his
25 private space.

CLOSING ARGUMENT - MR. GRANTLAND

1 '97, Marshall tells you they have a fight about
2 the planters. They want to concrete over them, and he
3 thinks that is a bad idea. It is going to put a lot of
4 water on the deck. So he's going to start paying for
5 maintaining them, and he did. I mean he's paid for the
6 dirt and paid for the plants. He's done everything he
7 can to be a good steward, to work with this board.
8 Since '97 that's been his responsibility -- or he's
9 certainly tried to make it his responsibility.

10 2001, this is 22 years ago. I mean, I don't know
11 where you were 22 years ago, but 22 years ago this is
12 what they say about the penthouse balcony. He's
13 responsible for having dirt and vegetation removed.
14 Ms. Daniel, on the board, reminded to contact McMillian
15 Realty prior to entering the penthouse balcony area.
16 Only lawyers would say it is not a balcony, can't be
17 treated like a balcony. You know, terrace, balcony, it
18 doesn't matter. It was his private space. They called
19 it a balcony in 2001 because it was private like
20 everyone else's space was private.

21 October of 2001, you know, they are working on
22 the HVAC systems. They have to go over the planters.
23 Marshall told you he paid for a platform. It was not
24 metal. It was wood, but he paid for a platform for the
25 contractors to work -- to walk around the planters, so

CLOSING ARGUMENT - MR. GRANTLAND

1 everyone could safely do their job, no problems.

2 Why did he do this? They say, oh, this is
3 common. He had no business messing with this. He did
4 this in 2001, over 20 years ago, because it was his
5 responsibility, because he was trying to be a good
6 steward.

7 2016, couple of these folks were on the board
8 then. What did they call the rooftop penthouse area?
9 "Rooftop penthouse and look at coating on the deck area
10 that serves also as a deck of the rooftop penthouse."

11 So it was deck, a balcony, a terrace, but it's
12 always been his private space. No one up until 2018
13 said it was anything different. No question.

14 So your first question on your verdict form is
15 real simple. Is the terrace, the planters, and the
16 elevator lobby, is it common for them to control, or is
17 it not common? I think it has been private and not
18 common as long as Marshall has owned it. Private and
19 not common when his Uncle Bobby lived there.

20 I mean, they changed the rules in 2019, ladies
21 and gentlemen. You can say, no, you can't do that to
22 someone. That is the first question that you have to
23 decide: Is this common or not common? I think it an
24 easy ask for us to ask you to check the block that says
25 it is not common, because it never was common until

CLOSING ARGUMENT - MR. GRANTLAND

1 2019.

2 But then on down in the verdict form, you'll have
3 to answer questions about damages. Was Marshall
4 damaged? Is he entitled to any money from these folks?
5 From Marshall's perspective, it is not about money. It
6 is about his privacy. It is about having what's always
7 been private, remain private.

8 But if you are inclined to award damages, you
9 have a reason to award damages. You have a reason
10 based on what this board, particularly Mr. Aquino, did.
11 And it starts with him. The first shot of this war was
12 in October of 2018. He writes that Marshall put down
13 Turtle tile. I mean, the first part is really
14 offensive. He's a violator of the master deed.

15 You know, my family, we're rule followers. We
16 don't like to be called rule violators. Right from the
17 get-go, Mr. Aquino called him a rule violator of the
18 deed. Put down his Turtle tile. You know, Mr. Aquino
19 already had ruled. He already decided and convicted
20 Marshall that his balcony was not common, and his
21 balcony was not private. It was all common, and it
22 belonged to him.

23 So you heard Mr. Aquino's testimony. He's right
24 below. He doesn't like renters moving chairs. He
25 doesn't like renters playing corn hole. He doesn't

CLOSING ARGUMENT - MR. GRANTLAND

1 like kids running around. He started this to get
2 control of that, of the balcony above him. So he
3 criticized Marshall putting down Turtle tile, which
4 Marshall did to protect the roof membrane and make it
5 easier for people to walk.

6 He said he is violating the master deed by
7 converting a common element of the roof into his own
8 private atrium. I mean, he's telling all the other
9 board members that Marshall is taking something away
10 from them.

11 This is what he is talking about. This is the
12 outdoor kitchen. This goes to the trash chute. Mr.
13 Aquino says Marshall took it over. It is in his unit.
14 The only way you can get into this unit is through the
15 sliding glass doors. That was blatantly false. But he
16 said, no, Marshall is violating the deed. How? By
17 having some chairs and by putting something on the wall
18 there? That again is another arrow he threw at
19 Marshall. Another bullet he shot at Marshall to get
20 the board to say, you know, Marshall is a rule
21 violator.

22 He goes on to say he's added personal furniture.
23 This is his beef. He's added personal furniture. He's
24 created a nuisance for the owners of PH2 and PH3. He's
25 PH2. PH3 is a fellow named Mr. Sullivan, who is over

CLOSING ARGUMENT - MR. GRANTLAND

1 in North Myrtle Beach right now, and he did not come to
2 court because he and Marshall don't have any problems
3 with each other. You never heard from Mr. Sullivan.

4 It's interesting to me that he just doesn't say I
5 think this is a nuisance, this bothers me. He says it
6 created a nuisance for owners of PH2 and 3. Is that a
7 -- I mean, yeah, he thinks it is a nuisance, and he's
8 the only one of the 39 unit owners who thinks Marshall
9 is a nuisance.

10 Again, he wants to control what happens above
11 him. Marshall had furniture since '95. He's replaced
12 some, added some, got rocking chairs for Ms. Peck, you
13 know, and it is all in violation of the deed. I mean,
14 this is, again, the beginning -- this is why we're here
15 today, telling things to others that are absolutely not
16 true.

17 He talks about signs. Marshall said he put up
18 signs, HOA put up signs. It was all for safety. He
19 says he installed keypad locks. I think it is all
20 clear that the board put the keypad locks on long
21 before Mr. Aquino wanted to blame Marshall, but this is
22 untrue.

23 Marshall had the tenth floor elevator button
24 changed to a keylock. Again, Marshall is a sneak. He
25 is cheating everyone to promote himself. I mean, this

CLOSING ARGUMENT - MR. GRANTLAND

1 is not true. Now it's been a keylock from the very
2 beginning. The rest of the board members acknowledged
3 that. It is blatantly false.

4 Why did we sue them for breach of contract with
5 fraudulent intent? That means they broke their
6 agreement with Marshall by creating these rules. Broke
7 it based on lies, based on things not true, and it is
8 right here in the e-mail, the misstatements and
9 untruths that Mr. Aquino made against Marshall.

10 The last paragraph really offends me. Marshall
11 did all of this for his own financial gain and
12 enrichment at the expense of the HOA. What did the HOA
13 spend? You know, I mean, Marshall has been taking care
14 of the balcony and paid for the plants for over 20
15 years.

16 I said what was the expense to the HOA? Oh,
17 there wasn't an expense. Again, you make someone out
18 as a cheat, a thief, you know, that creates ill-will.
19 I mean everyone turns Marshall into a target, which is
20 what he did.

21 Then Mr. Tackett. His e-mail was important to me
22 for a couple of reasons. Number one, he tells you what
23 Marshall is in relation to the rest of the board: He
24 is the target.

25 Number two, he confirms that up to 2019 this

CLOSING ARGUMENT - MR. GRANTLAND

1 balcony was always private. They never thought it was
2 common until Mr. Aquino's e-mail, and then they got the
3 ball rolling that Marshall is a cheat, Marshall is
4 taking advantage, and we need to fix him. We need to
5 change it. We need to take control. So this is the
6 e-mail from February of 2019.

7 We also understand Richard Aquino is the
8 originator of the violations, and Marshall is the
9 target of the violations. You know, I was in the
10 Marines for four years. If you are a target, you do
11 one of two things: Run and hide, or you fight.
12 Marshall is not going to run and hide -- well, three
13 things: You can get hit, run and hide, or fight.
14 Marshall chose to fight. But make no mistake, he's
15 been the target. He is the target, and he was the
16 target in 2019. He's been the target ever since.

17 This goes on to so -- I'm pulling out some of the
18 words because they are important. "If this is to be a
19 common area where any person who occupies Shoreham
20 Towers can congregate and enjoy, this will be a service
21 that will be much more difficult to control." No joke.
22 No joke. You let everyone up there, it's the roof. If
23 you let the owners and guests up there, it will be
24 difficult to control. They said they didn't think it
25 was common before 2019. They had not considered it to

CLOSING ARGUMENT - MR. GRANTLAND

1 be common.

2 "Once a common area decision is made." That's
3 because before 2019, it was private. Before 2019,
4 everyone treated Marshall's terrace like his own
5 private balcony, just like everyone else had private
6 space. Only in 2019 do they say, no, we're going to
7 change it.

8 "Even if the roof is treated as a common
9 element." Again, they had not thought about it being
10 common until 2019. And you can't -- I mean, again, '83
11 to 2019, it was private. For Marshall, '95 to 2019, it
12 was private. For them to turn around and change it now
13 is not -- is unfair and clearly, clearly unfair for
14 Marshall.

15 This shows that they never thought it was common
16 until Mr. Aquino got the ball rolling.

17 "We would like to discuss your thoughts, avoid
18 litigation while complying with documents that appear
19 murky, at best." Avoid litigation? I asked Mr. Roy,
20 Did I ask if we can sit down and meet? Yes, you did.
21 Did the board agree to sit down and meet? No, I
22 couldn't get the board to budge to sit down and meet.
23 Was there one person in particular that was difficult?
24 Yes, Mr. Aquino.

25 Ladies and gentlemen, we're in front of you right

CLOSING ARGUMENT - MR. GRANTLAND

1 now because of 2019 they wouldn't talk to us, okay. I
2 mean, we are all trying to be neighbors in this
3 condominium. But we are in front of you because they
4 would not talk to us. You can't have a dual. We can't
5 have it out in the streets. All we can do is come to
6 court, and I'm thankful we're here.

7 So they come up with rules in 2019. Mr. Aquino
8 is not happy with the renters moving furniture, making
9 noise. We're going to control it. And that is
10 ultimately what it is all about, controlling the above.
11 Controlling the terrace so Mr. Aquino has his privacy,
12 has no more nuisances.

13 You have seen these rules, and I know you are
14 tired of looking at them, but this is asinine. I mean,
15 I can't believe they say it is in Marshall's best
16 interest to close the balcony, close the terrace off,
17 his private balcony, from 10:00 p.m. to 8:00 a.m.

18 I asked Mr. Aquino if Marshall is out having a
19 cup of coffee at 7:00 -- well, if it comes to the
20 board, we may have to talk about it. I mean, they put
21 the same rules of the pool on Marshall. I mean, is
22 that fair? Does that seem at all fair to you? Who
23 would want to stay in a place that is all glass and you
24 can't go outside and look at the ocean before 8:00 or
25 can't look at the moon after 10:00? Who would want to

CLOSING ARGUMENT - MR. GRANTLAND

1 stay in a place like this?

2 8:00 to 10:00 it is open and accessible to all
3 unit owners and their family and invited guests. So
4 Mr. Aquino wants to have lunch with the family on the
5 balcony and look at the ocean, they can do it. They
6 want to have a cocktail party with family and guests at
7 6 o'clock on Marshall's balcony, they can do it.

8 And Marshall -- you know in Mr. Tackett's words,
9 that is the penthouse problem. You don't like having
10 people out and about in front of your all glass
11 windows? That is a penthouse problem. The thing is,
12 it wasn't a problem until they made these rules.

13 Again, who would want a place as nice as
14 Marshall's penthouse if you know that at 8 o'clock
15 someone is going to be sitting outside reading their
16 paper or having breakfast, right outside?

17 Again, does this look like a balcony, or like it
18 is supposed to be common for everybody? Who would rent
19 a place when you sit down in the den, watch TV, and you
20 have people lurking around on the outside?

21 I think Mr. West said close the curtains. Who
22 wants to come to the beach -- when you come to the
23 beach, you want to see the beach. You don't want to
24 close the curtains and be in a cave. You know, their
25 response is close the curtains. Again, it was not a

CLOSING ARGUMENT - MR. GRANTLAND

1 problem until they created these rules allowing
2 everyone up there.

3 The bedrooms, I mean, these are sliding glass
4 doors, ladies and gentlemen, that open up. It was
5 private from '83 to '19, and then they took it away.
6 The children's room. You know, I asked Mr. Giovino,
7 you got kids, grandkids? Would you put them in here
8 when there is a sliding glass door that opens up to a
9 common element? He wouldn't answer. I mean, what
10 parent -- who would rent this place if Marshall has to
11 tell them, well, there is not going to be any furniture
12 or pool furniture, and it's common from 8:00 to 10:00
13 for anyone to run around out there? He couldn't rent
14 it.

15 I mean, the bottom line is he couldn't rent it.
16 No one would want to be in an all glass house
17 surrounded by a common area for others to use. It is
18 not rentable, and no one would want to put their kids
19 where all they have is a sliding glass door out to a
20 common element.

21 Then he complains that Marshall is making noise.
22 Marshall's renters make noise, play corn hole, move
23 furniture. He convinces the board to make rules and
24 make it all common, rules that basically limit what
25 renters want to come.

CLOSING ARGUMENT - MR. GRANTLAND

1 Again, use your common sense. Who wants to be --
2 who wants to rent a glass house where other people can
3 lurk around between 8:00 and 10:00? Not only do they
4 put out new rules, Mr. Roy, again, nice guy. I asked
5 him all we want to do is sit down and try to resolve
6 it. The board wouldn't go along with him. He says the
7 board will be putting out furniture to accommodate
8 eight people. Whoopee-do.

9 The board will be installing security cameras.
10 So we're going to put rules on you when you can go
11 outside, and we're going to put cameras on you so if
12 you are laying out in the sun, we're going to watch you
13 to make sure you don't violate any rules. Does that
14 make any sense at all, ladies and gentlemen? Who would
15 want to rent a place that limits you on when you can
16 walk outside and has cameras watching you, watching you
17 to make sure you don't violate the rules?

18 You know I -- he responded to me that because
19 they took up the Turtle tile and they had renters
20 falling. I sent a picture of someone who fell, because
21 it is so slippery.

22 So you have rules, security cameras. You are not
23 going to have renters. I mean, the VRBO business is
24 going to go down the tubes without -- under these
25 conditions.

CLOSING ARGUMENT - MR. GRANTLAND

1 And then in May 2020, we filed suit. Once they
2 took the Turtle tile and say we're going to put cameras
3 up, we filed suit in 2019. We can't get to the
4 courthouse fast enough. We have Covid, and we're
5 trying to get here, but we can't.

6 But in May of 2020, you know, Mr. West writes
7 we're taking your furniture. You must remove the
8 furniture -- his furniture. You must remove it. We've
9 determined it is common. We don't care that you filed
10 a lawsuit to ask a jury to say whether it is common or
11 not. We've determined it is common, and we're going to
12 take your furniture on May 29th, and we're going to
13 put it in storage, and you have to pay the cost.

14 So we're taking your furniture, putting it in
15 storage, and you are going to pay for it. I mean, is
16 that -- does that sound at all like a good neighbor to
17 you? Ladies and gentlemen, the second greatest
18 commandment deals with being a neighbor. Were they
19 neighborly? I've never heard of such a thing.

20 This is -- and then in addition, you have a
21 safety survey report. That's a hoot. I mean, we sued
22 them, and they get a safety report in December saying
23 his chairs are unsafe. His chairs violate OSHA, but
24 this safety expert didn't look anywhere else. He only
25 had an hour or two. He went to Marshall's terrace,

CLOSING ARGUMENT - MR. GRANTLAND

1 after we filed a lawsuit. That is just a ruse to get
2 -- that is just a ruse to hide behind to take control.

3 So they are taking his furniture, safety report.
4 You can't have your furniture 6 feet from the railing.
5 We can have our furniture 6 feet, because we have a
6 balcony, but you have a railing, you've had a private
7 balcony up until now, and we are telling you we're
8 taking your furniture, and what furniture we put up
9 there, you can't have it within 6 feet.

10 Who would want to rent this place? Not only
11 that, we're putting up signs that no furniture is to be
12 placed in this 6-foot, and if this is violated,
13 appropriate fines will be levied. So you have rules
14 that limit your use of the penthouse and allow them to
15 use it. You have cameras. You have fines. Who is
16 going to rent this place? Who would want to have to
17 deal with that drama?

18 Mr. West said we didn't fine anyone, but they
19 sent this to Marshall. How do you think Marshall felt
20 when they said we're going to fine you if anyone is
21 sitting within 6 feet of the railing. It is just mean.
22 Mean spirited. Bad faith. I mean, ugly. I don't have
23 the right words for it. But it is not the way to treat
24 a neighbor. It is not the way to treat someone who has
25 been there, whose family has been there since '83. He

CLOSING ARGUMENT - MR. GRANTLAND

1 tried to be a good steward since '95.

2 This is a year after we filed suit, October 2020.
3 This is a letter from Ms. Clark, their agent. You all
4 have it and have seen it. But this is, again, a year
5 after we filed suit. She says, oh, your furniture is
6 unauthorized. It is in storage. You are not
7 responsive. Again, we filed suit a year earlier for
8 this very issue. You have to reimburse the HOA for all
9 costs associated with the removal of the furniture and
10 the storage fees. If you don't by October, we're going
11 to notify the storage facility and the contents will be
12 forfeited. They are gone. So we're getting rid of
13 your furniture.

14 I mean, you know, we couldn't get to the
15 courthouse fast enough. I wish we could have gotten
16 here faster. This is just ugly and mean spirited.
17 They've already convicted Marshall as a rule violator
18 without his day of court. They took his furniture --
19 not only took furniture, but charged him for storage
20 fees and let it be forfeited after we already filed
21 lawsuit to bring it to you.

22 Then she also said, We're taking your plants
23 away. Our safety report that we've got after you filed
24 the lawsuit said this the vegetation is unsafe. It is
25 a safety issue. You heard from Bill Crossland. That

CLOSING ARGUMENT - MR. GRANTLAND

1 is a nonsense. But they are going to take out his
2 plants and forfeit his furniture, and that is why we
3 got the restraining order. The only reason Marshall
4 had furniture and plants and privacy in 2021 and 2022
5 is because we had a restraining order.

6 You know, I assure you, if you all say this area
7 is common, the plants are going to be gone, the
8 furniture is going to be gone. It is their rules, no
9 question about it. The only reason they are there is
10 because we had to go to court to get a restraining
11 order.

12 This was just ugly conduct, ladies and gentlemen.
13 They met behind his back. They met and decided
14 automatically that it is not common without giving him
15 his day in court. They took his furniture, took his
16 Turtle tile, threatened to take his plants.

17 Whether it is breach of contract, or breach of
18 contract with fraudulent intent, or conspiracy, the
19 Judge will charge you, but what they did was wrong. No
20 question about it.

21 Ultimately, the numbers you heard, you know, he
22 lost his Turtle tile. That is gone, \$20,000. Here is
23 our thing about the Turtle tile. Marshall is not a
24 roofer. All he wanted to be was in the loop. He just
25 wanted to be a part of the solution. If you all say

CLOSING ARGUMENT - MR. GRANTLAND

1 the roof can't -- tile is bad, loop me into the
2 conversation. They didn't even do that. You heard no
3 one from Thompson Roofing, no one from these folks say,
4 hey, Marshall, not only are we removing your Turtle
5 tile, we're not bringing it back. The only letter he
6 got was in October of 2020, after we filed the lawsuit.
7 We're disposing of it. All Marshall was wanting was to
8 be a part of the process, and they excluded him.

9 The roof work on the terrace, never talked to
10 him. Didn't know his name until recently. Marshall
11 just wanted to be a part of it, and they never let him
12 be a part of it. That is \$20,000 gone.

13 He lost renters. You heard testimony, and you'll
14 have their letters. He had renters complain about lack
15 of furniture, renters that fell. I mean, who wants to
16 go back to a place, spend their hard-earned money on a
17 vacation spot and have no furniture or slip and fall on
18 slippery conditions?

19 I mean, these people are not only lost for this
20 year, but next year. They are never coming back. And
21 \$20,000, that is just -- I mean, that is his best
22 estimate. It certainly could be more.

23 Henry Beckham told you there is a big difference
24 in value of this condo with privacy and without
25 privacy. You know, he said no one in the world would

CLOSING ARGUMENT - MR. GRANTLAND

1 put a glass condo on a rooftop and not have his own
2 private space. 45 years, and that makes no sense to
3 him.

4 Clearly, it was built for private space. But if
5 these folks can change it to common in 2019, which they
6 did -- or tried to do, that is a drop in value of
7 \$222,000. If there's no private balcony, it is
8 \$222,000 less if -- if it's common.

9 I submit to you, ladies and gentlemen, for two
10 years they made it common. 2019 and 2020, they made it
11 common. The only reason he got his furniture back is
12 because we had to get a restraining order. Only reason
13 he has plants and privacy, we had to get a restraining
14 order.

15 If you want to send them the message they can't
16 treat people like this -- or as in Bill West's words,
17 send them a fine. They can't treat people like this.
18 For the two years that his condo was common, 2019 and
19 2020, that is a number you can use. Marshall doesn't
20 care. Marshall wants his privacy. His privacy is
21 priceless. The ability to pass this down to his
22 daughter, who hopefully will graduate from med school
23 one day, fingers crossed, that is priceless. They took
24 it. They took it away.

25 He had it from -- Uncle Bobby had it from '83 to

CLOSING ARGUMENT - MS. GOLDING

1 '95, and he had privacy from '95 to 2019, and they took
2 it away. Not only took it away, they rubbed his nose
3 in the dirt in 2020. You can give it back to them by
4 on that verdict form saying we find it is not common,
5 and that is all really Marshall wants. The rest of it
6 is completely up to you.

7 Again, thank you, ladies and gentlemen. Thank
8 you from the bottom of our heart for being here and
9 listening to us. Thank you.

10 MS. GOLDING: May it please the Court?

11 THE COURT: Yes, ma'am.

12 MR. GRANTLAND: Can I move this, Henri? Do you
13 want me to move it?

14 MS. GOLDING: That will be fine, thank you.

15 Well, we're about to the end, thank goodness.
16 There is disputes between us, but I think everyone in
17 this courtroom agrees that we are glad to be at the
18 end.

19 Now, you know that anybody can bring a lawsuit.
20 You can go down to the Clerk of Court's office and file
21 it with the clerk. The clerk doesn't ask you any
22 questions. Nothing is asked. Anybody can sue anybody
23 for anything or for nothing.

24 But when it comes -- when the rubber hits the
25 road, when it comes to what is the truth, you are the

CLOSING ARGUMENT - MS. GOLDING

1 gatekeepers. You are the ones that are the judges of
2 the facts.

3 I think you will remember Judge Seals said when
4 we started this on Monday that you judge the facts. He
5 is going to give you a charge of the law. He is going
6 to read it to you. You are going to take the facts as
7 you judge them to be and apply it to the law. You
8 might as well be sitting here and wearing a black robe,
9 each of you, because you judge the facts.

10 The Judge will hand you, at the end of the law, a
11 verdict form. This verdict form will be handled by the
12 foreman. After you all discuss each question on the
13 verdict form, the foreman will write it down. I'll
14 show you this verdict form. I blew it up, but it is
15 just a couple of pages, which you will have. When
16 Taylor gets back here, I'll put it on the easel to show
17 you.

18 But this is the verdict form. First part is:
19 "Please answer the following question." The first
20 question is: "We, the jury, unanimously find" -- each
21 of you have to agree. Do you find that the rooftop
22 penthouse planters and the elevator lobby at the tenth
23 floor at of Shoreham Towers are common element and not
24 part of the rooftop penthouse? That is the number one
25 question you answer -- that you have to answer.

CLOSING ARGUMENT - MS. GOLDING

1 So let's look at the evidence. First thing you
2 do is look at the master deed. It says there is two
3 components to this Shoreham Towers project. It has two
4 components: Dwelling unit and common elements. It
5 says if it's not a dwelling unit, it has to be a common
6 element.

7 I sort of chuckled to myself when Mr. Grantland
8 was talking to you about the terrace. You know, every
9 time he said the word "terrace," he left out the word
10 "roof." That is significant. This is a roof, and a
11 roof in a condominium project is a common element, and
12 because it's used as a terrace doesn't change that it
13 is a roof.

14 In the master deed, if you look at the master
15 deed, you see there are two components. You look at
16 the deed -- and you'll get all of this in the jury
17 room -- the deed says he owns a dwelling unit. That is
18 what it says. It identifies the dwelling unit. That
19 is what he owns.

20 I hope you remember when I cross-examined
21 Mr. Griffin, I asked him if he owned anything outside
22 his dwelling unit. He said, No. I asked him, Do you
23 own the rooftop terrace? He said, No. I asked him if
24 he owned the elevator lobby? He said, No.

25 What he has done is the same thing that the

CLOSING ARGUMENT - MS. GOLDING

1 developer did initially, is he controls. You know, a
2 developer controls when they start a project, and he's
3 here telling you that I want control, but I don't have
4 control unless you own. There is no document in
5 evidence that said he owns, and he testified that he
6 does not own. It's a roof.

7 What else did he say? He said he does not own
8 the roof terrace. He says he doesn't pay any Horry
9 County property taxes on the roof terrace. He says
10 that none of the assessments is on the roof terrace.
11 Every homeowner in Shoreham -- some people call it
12 Shoreham or Shoreham (pronouncing), so you all will
13 have to excuse me -- but every homeowner pays property
14 taxes on their balcony because every balcony below from
15 the ninth floor to the second is part of the unit.

16 The square footage -- remember I had the surveyor
17 come in? I just asked him, I said the balconies from
18 the ninth floor to the second floor, is that square
19 footage -- part of the square footage of each unit? He
20 said, Yes. I asked him, Is the roof terrace on the
21 tenth floor, is that square footage part of the unit?
22 He said, No. So you say, What did he base that on?
23 Well, he went there and measured every unit.

24 More importantly, in Exhibit A in that master
25 deed, the one you have in evidence, has underlining on

CLOSING ARGUMENT - MS. GOLDING

1 it. But Exhibit A is attached to the master deed. In
2 Exhibit A, in the third paragraph on that master
3 deed -- and I'm sorry you can't see this, but I'll read
4 it to you. It says: "Dwellings are of varying sizes.
5 Dwellings on floors two through eight inclusive with
6 letter designations contain approximately 1,350 square
7 feet."

8 The surveyor says that includes the square
9 footage of the balcony.

10 Then it says: "Dwellings on floors two through
11 eight inclusive with letter designations Letters A
12 through E contain approximately 1,600 square feet."
13 That includes the balcony.

14 "Dwellings on the ninth floor with numbers two
15 and three contain approximately 1,701 square feet."

16 Then, it says: "Dwellings on the ninth floor
17 with number designations one and four contain
18 approximately 1,936 feet, including the balcony."

19 Then it says: "The rooftop penthouse dwelling on
20 the tenth floor contains approximately 2,630 square
21 feet."

22 As everyone testified, this square footage is
23 important to determine the amount of assessments each
24 unit owner pays. The surveyor was real clear that the
25 top floor, tenth floor, 2,630 square feet, does not

CLOSING ARGUMENT - MS. GOLDING

1 include the roof terrace. Every other unit includes
2 the roof terrace (sic).

3 He wants control, but he doesn't want ownership,
4 just like the developer. That is what he thinks he is.
5 They talked about the developer. All these years --
6 the developer, the developer was his uncle. That is
7 what he wants to be, the developer, but he's not. He
8 lives in a condominium project of 40 units. All those
9 40 units abide by one thing, the master deed. Because
10 he's related to the developer, he wants to exempt
11 himself.

12 If you look at the master deed, what it says in
13 the master deed, they say it is a balcony, there was
14 board minutes. Folks, minutes don't amend and change
15 the master deed.

16 I asked Mr. Griffin, Have you ever changed the
17 master deed? Has it ever been amended? And he said,
18 No.

19 Now, you need to also remember that Mr. Griffin
20 controlled this board for almost 15 years. He was on
21 the board for 20 years. Before he got on the board,
22 his wife was on the board. So the Griffin family
23 controlled this board for 27 years. He was in charge.

24 Remember I asked Mr. White, I said, If things go
25 on at Shoreham Towers, who do you go to as a management

CLOSING ARGUMENT - MS. GOLDING

1 company? He said, We go to the president. He calls
2 the shots. It's like a fox inside the hen house, you
3 might say. That is really what happened.

4 So he said -- so he said we have a balcony. On
5 Exhibit A, second to the last paragraph, it says: "All
6 balconies adjacent to each dwelling, including the
7 railing attached thereto, are a part of the dwelling
8 and not common areas." That applies to the balconies
9 on floors nine through two.

10 There is nowhere -- not anything -- that says
11 that the roof terrace is a common area. There is
12 nothing that says it is a balcony. I brought you the
13 plans. Page 13 -- first of all, these plans are a part
14 of the master deed. They are part and include the
15 master deed. So when you read the master deed, you
16 also read this because this is part of the master deed.

17 Page 13 has -- starting with 49. Exterior
18 balcony. Balcony. Balcony. Balcony. It has "rooftop
19 terrace" for the tenth floor. So, obviously, the
20 architects knew what they were doing. This is the
21 balconies. This is rooftop terrace.

22 He says the railings are his because the
23 balconies -- the unit owners take care of the railings.

24 Remember there was a Rusty hinge or something on
25 the railings? Taylor, show me that picture that shows

CLOSING ARGUMENT - MS. GOLDING

1 the picture of the railings.

2 Who did he call to fix? He called the homeowners
3 association to fix the railing. So if it was really a
4 balcony, he should have fixed it. He's never fixed the
5 railings. That is the homeowners association. So he's
6 trying to say this one part of Exhibit A, because it
7 says: "Balconies belong to the unit owners," that
8 means that's a terrace. He's looking to minutes a
9 meeting. But minutes of a meeting don't change the
10 master deed and don't change the plans.

11 If you really thought it was his balcony as
12 president, he would have said wait one minute, we have
13 to change my square footage. It has to include all the
14 terrace. It has to be over 4,000 square feet. When he
15 was a president for 15 years, every year when he set
16 the assessments, he would have said that's my property,
17 I pay assessments on that, too, so it needs to be over
18 4,000. Or he would have paid property taxes. If it's
19 property, that is his obligation.

20 What exhibit is that picture?

21 MS. VOEGEL: 32.

22 MS. GOLDING: So the railing was fixed. This is
23 the railing on top. It was rusted. Mr. Griffin calls
24 the homeowners association and says fix it.

25 Then he says I've taken care of the roof terrace.

CLOSING ARGUMENT - MS. GOLDING

1 He had his maintenance man sweep it, but did he pay for
2 all of the repairs over the years that the homeowners
3 association did on the roof terrace? He didn't show
4 you that, because he didn't.

5 Remember when Mr. Thompson came in and testified?
6 They made a bid, submitted a bid to fix the roof
7 terrace. He voted on it. It was unanimous. I'll fix
8 the roof terrace. He didn't say, nope, that is mine.
9 That's my responsibility. I'll take care of it. No,
10 he did not say that. Why? It is a common area.

11 So he voted on it. It was unanimous. Mr. Thomas
12 went there, fixed the roof terrace, and the association
13 paid over \$120,000. After the roof terrace was fixed,
14 it was slippery. Someone slipped. Mr. Grantland
15 writes a letter and sends pictures. It is the last
16 picture in Exhibit 32. Do you see this guy sitting on
17 the rooftop? That is the roof he's sitting on.

18 Ask yourself, Is this staged? Of course it is.
19 It is impossible. This was staged. Mr. Grantland sent
20 this picture to Roger Roy, and what did he say? This
21 is an unsafe condition, fix it. If it was Mr.
22 Grantland's (sic), he should have fixed it. He didn't.
23 Because the roofing job, the terrace, was the
24 homeowners responsibility, and the slippery condition
25 that resulted was the homeowner's responsibility.

CLOSING ARGUMENT - MS. GOLDING

1 So Mr. Thompson went out there, put down the
2 sand, a sand paint I think he said. So he put down the
3 sand paint. Then Tony Giovino said they put down some
4 carpet on the roof terrace. Mr. Griffin didn't pay for
5 the carpet. Mr. Griffin didn't pay for the carpet on
6 the roof terrace. If it was his responsibility, if it
7 was not a common element, he would have paid for it.

8 What else is interesting in this picture -- and I
9 didn't realize until Taylor showed this to me
10 yesterday. She said, Look at these high-back chairs
11 over there by the railing. That was his picture. He
12 said -- I think you will remember, he testified that he
13 always has them away from the railing.

14 So he might have had the roof terrace swept, but
15 who really repaired it, fixed it over all the years?
16 He didn't say one time that he fixed the roof terrace,
17 because that always has been the expense of the
18 homeowners associations.

19 He had Ms. Peck come in and testify that, you
20 know, she wants her privacy. She's been going there
21 for over 20 years on the roof terrace. Sometimes one
22 week in the summer, sometimes two weeks. But remember
23 what she said, there was a lot of activity on the roof
24 terrace. She said every time she was there, there is a
25 lot of activity on the roof terrace. She said that

CLOSING ARGUMENT - MS. GOLDING

1 people were going to the HVAC units, people doing
2 repairs, people fixing things up on the units, on the
3 roof terrace.

4 I thought it was sort of funny too when we talked
5 about the high-back chairs, Ms. Peck told you that she
6 can't get up on them she couldn't sit in them. Then I
7 asked her, Well, you realize that those high-back
8 chairs are a real safety concern. Would you have like
9 to have known about it? And at her deposition she
10 said, Certainly.

11 Now with the rooftop. Remember he put the Turtle
12 tile on the roof terrace when he was president? The
13 Turtle tile wasn't removed because the board wanted to.
14 Mr. Thompson said it's not good for the roof terrace.
15 The roof contractor told him. So who does the board
16 believe and listen to? You've got to listen to your
17 roofer.

18 He says it is not a common element, belongs to
19 him, all the planters. Well, I won't go through all of
20 these minutes, but over the years in the minutes they
21 say the planters are causing this leak, we're going to
22 repair, we're going to do this with the planters.

23 Then in 1997, and I introduced it, Mr. Griffin
24 sued the association. At the time, he didn't sue the
25 directors. He sued the association. In his complaint,

CLOSING ARGUMENT - MS. GOLDING

1 and that is a part of the evidence, he said the
2 planters are common elements and you can't cement them
3 over because that changes what the plans have, that
4 they are planters. On this page, it has the planters
5 and the plants that go in there; the use of planters.

6 There was so many leaks being caused in 1997 the
7 board voted to cement them over. Just cement them so
8 they won't be planters anymore. Okay. So what did he
9 do? He sued the board and he said they are common
10 elements, you can't change it. They have to have
11 plants in them.

12 Exhibit 13, in this lawsuit, the complaint
13 attached to it, in Exhibit 13 he said to the Court that
14 the planters are common elements. The lawsuit was
15 dismissed. No decision.

16 Then, after that, he, being the president, they
17 reached an understanding that he could handle the
18 plants. Okay. Never once did he say that's mine, it's
19 a common element.

20 Over the years, they repaired the leaks in the
21 planters. They put the liner in the planters. He
22 never did that. He put the dirt and he put some
23 plants. In 2016, he put arborvitaes. He put in
24 arborvitaes, and he was told by the board you can't do
25 that. Arborvitaes are not appropriate for those

CLOSING ARGUMENT - MS. GOLDING

1 planters on the roof.

2 I got an e-mail between Mr. White and Tony
3 Giovino that say, no, we disagree. Mr. White said, No,
4 he never brought it up for approval to the board. He
5 stopped being president. He was a member. That was in
6 2016. He never asked the board for approval of the
7 arborvitaes.

8 I asked him on cross, Did you get it? He said,
9 No.

10 Tony Giovino told him you haven't gotten board
11 approval. The response was, I don't need it.

12 Well, the arborvitaes are not good for that
13 location and those planter boxes. The arborvitaes, you
14 saw pictures of those. You saw pictures of how,
15 supposedly, they were maintained. It didn't look too
16 good in those pictures we showed you.

17 Then we had a dispute, the board and him, about
18 the arborvitaes. Then we got the consultant's report.
19 We didn't ask the consultant about the plants, he put
20 in there they are not good. They are unsafe.

21 So in January of 2020 a letter with the safety
22 report attached, to Mr. Griffin, don't use the
23 arborvitaes, remove them. Of course he never did. In
24 that safety report -- exhibit No. 19. The safety
25 report is attached to it. He mentioned not only the

CLOSING ARGUMENT - MS. GOLDING

1 high-back chairs, but the arborvitaes.

2 Where is the other safety report saying this is
3 not right? It's not. This is the only safety report
4 there is by a reputable company.

5 So there is an issue as to the arborvitaes in the
6 planters. The board said to remove the arborvitaes.

7 The next is the elevator lobby, and the master
8 deed clearly says it is a common element. The plans
9 clearly show it is not part of the dwelling. Mr.
10 Griffin changed the lobby. He changed it and made it
11 fancy, never got approval from the board. He was
12 president and never paid any property taxes on that
13 square footage. Never told the board, Wait a minute,
14 we have to add that because that is mine now. We have
15 to add a roof terrace. Never told the board that that
16 lobby that he considers his now -- so that is the first
17 question you are asked. Does the rooftop terrace, the
18 planters, the elevator lobby, are they a common element
19 and not part of the roof?

20 The right answer is, No.

21 Do you find that the rooftop terrace, the
22 planters and elevator on the tenth floor are part of
23 the rooftop penthouse dwelling and not a common
24 element?

25 Answer is again, no. Because the question is

CLOSING ARGUMENT - MS. GOLDING

1 part of the rooftop penthouse dwelling. The dwelling
2 is only the penthouse. He never increased it in any
3 way. He never did anything to change the ownership.

4 Now we get into questions that relate to breach
5 of contract and breach of contract accompanied by
6 fraudulent act. Three and four don't mention it, but
7 that is what it is. The contract is the master deed.
8 I asked Mr. Griffin, What in the master deed did the
9 association violate? I asked him to point to that, and
10 he could not point to one thing in the master deed
11 other than the balcony. The statement on Exhibit A
12 that the balconies are owned by the unit owners and
13 taken care by the unit owners. We all know it's not a
14 balcony. The developer said it is a roof terrace. It
15 is roof terrace. It's a roof. No balcony in that
16 building has stairs going to it. The roof does. No
17 balconies in that Shoreham Towers has an elevator.

18 They are trying to say to look at Webster, but
19 you have to look at the plans to tell you if it is a
20 balcony and rooftop terrace. So there is no breach.

21 Do you find plaintiff Griffin against defendant
22 Shoreham Association? The answer is, No, again.
23 Because Mr. Griffin didn't point out anything that the
24 association -- a provision in the master deed that was
25 violated. That's the contract, the master deed.

CLOSING ARGUMENT - MS. GOLDING

1 Now, Mr. Griffin talks a lot about privacy, but I
2 asked him -- I said, Where in the master deed does it
3 say you have the right of privacy? It's not. That
4 word is not in the master deed. It is funny, one of
5 plaintiff's exhibits, one of the first ones, showed you
6 that right beside the rooftop of Shoreham Towers is a
7 big condo, Seaside. I asked Mr. Griffin, Isn't it a
8 fact that at least ten of these units look right into
9 your unit? Ten of these units look right into the roof
10 terrace. He said, Yes. But, folks, privacy, because
11 it may be affected doesn't mean there is a breach of
12 the master deed. We have rules and regulations, and
13 the master deed says you can establish rules and
14 regulations.

15 He's not saying rules and regulations are
16 unreasonable. He hasn't sued for that. That should be
17 a question, but that's not. He is going to the
18 ultimate and saying this is mine.

19 Now, the actions of the homeowners association.
20 They point to Richard Aquino acting willful and
21 wantonly. And Mr. Grantland, in his closing statement,
22 talked to you about his first e-mail that Mr. Aquino
23 sent. I think it was in October of 2018, and about
24 points in that e-mail that were not correct.
25 Mr. Aquino sent out a correction e-mail, but that was

CLOSING ARGUMENT - MS. GOLDING

1 not introduced by Mr. Grantland, and he didn't even
2 talk about it today.

3 Mr. Aquino, a couple months later, said I made an
4 error. I had to introduce that. What is really sad is
5 they are making this case about Mr. Aquino. They are
6 confusing you -- maybe not confusing, you are too smart
7 for that, but they are setting it up as a ruse.

8 Did you hear the board, the three members say we
9 wanted to look at it objectively. We are not taking
10 sides. We hired Roger Roy. First time they ever met
11 him. First time he ever did any work for them. Why
12 was he hired? He's a respected real estate lawyer in
13 North Myrtle Beach and has done -- prepared, drafted,
14 many master deeds. He's fully familiar with the
15 Horizontal Property Regime Act. They hired him for
16 guidance, and he reviewed all of the documents. He
17 provided to the board guidance.

18 Oh, I thought this was really funny.
19 Mr. Grantland seemed to say that the board controlled
20 Roger Roy. We know that's not the case. He will do
21 what he needs to do, how he needs to do it, and it will
22 be proper. No one told him what to do. He looked at
23 everything and gave his guidance.

24 I'll read something from Roger Roy's March 2019
25 letter, which I think is very important. There was

CLOSING ARGUMENT - MS. GOLDING

1 some redaction that was ordered by the Judge, but the
2 first paragraph you can read in Roger Roy's letter
3 says: "I am very concerned that this area will be a
4 great liability to the association due to possible
5 unsafe areas that will be accessible by the owners,
6 immediate families, guests, and invitees. I would
7 encourage the board to devise rules and regulations
8 concerning this area as to when and how it may be used.
9 These rules should limit the activity on top of the
10 roof."

11 That is what it says. Mr. Grantland wants you to
12 ignore this guidance. Each man has a fiduciary duty,
13 obligation -- not to one unit owner, but to 40 -- to do
14 the right thing.

15 Then the board, they hired a reputable attorney,
16 and this attorney told them this roof terrace is a
17 safety hazard. You will have the responsibility.

18 And then you heard Bill West testify. Bill West
19 really takes his job seriously, as does every one of
20 these directors. He was president in 2019. Mr.
21 Griffin said that these four gentlemen are committing
22 illegal acts or doing a legal act in an illegal manner.
23 That is what he is saying about those four gentlemen in
24 the conspiracy claim.

25 Listen to the Judge's charge. He will say that

CLOSING ARGUMENT - MS. GOLDING

1 conspiracy is either an illegal act or a legal act done
2 illegally. So something has to be legal. There is
3 nothing that those four gentlemen did except try their
4 best. They tried to do the right thing.

5 Per of the attorney's guidance, they prepared
6 rules and regulations. They gave the rules and
7 regulations to Roger Roy. They were then filed. You
8 might not agree with them, but they can be changed.
9 That is what the authority is of the board.

10 Did you hear Mr. Griffin say I sent a letter or
11 I'm going to go meet with them and ask them to change?
12 Did you hear them say they were unreasonable? He could
13 have done that. He said, No, I'm not going to do that.
14 I'm going to say that that roof terrace is mine. It is
15 not a common element. It is not a common element, and
16 you don't have a right to do rules and regulations.

17 We never -- this board never had that roof
18 terrace without furniture. The board asked
19 Mr. Griffin to remove the high-backs. The high-backs
20 came in 2018. That is the first time they appeared.
21 The safety inspector said they are a hazard. Mr.
22 Griffin wants you to wait until someone dies before you
23 take it away. That is not a reasonable thing to do.
24 If you have a safety consultant that says the high-back
25 chairs are not safe by the railings, you need to take

CLOSING ARGUMENT - MS. GOLDING

1 action.

2 I also note that one of the renters in one of the
3 e-mails to Mr. Griffin, one of the renters complained
4 about the red tape that was on the roof terrace. It
5 was put there because the railing was rusty and had a
6 bad place, and they put red tape up. The vacationer
7 took it down. That's not right, folks. That's not
8 right at all.

9 You heard throughout the trial that there is a
10 temporary restraining order. The judge is going to
11 charge you that temporary restraining orders put the
12 furniture back and is not to be considered as to
13 anything relating to the merits of this case. All that
14 does is protect the status quo. Nothing changes. It's
15 not to be considered in your determination because
16 there is no witnesses, nothing that occurs with that.
17 It is not a decision on the final merits of anything.
18 So you specifically will be instructed by Judge Seals
19 not to take that into consideration.

20 Do you find Richard Aquino acted willful or
21 wantonly? Yeah, he acted willfully when the water was
22 pouring down on his balcony and on him saying I have to
23 turn the water off, and that man told him, If you do,
24 I'm going to call the police. Is that a reasonable
25 response? Sure. Turn the water off. The water is

CLOSING ARGUMENT - MS. GOLDING

1 paid for by the HOA.

2 And I meant to say something about the
3 electricity and the power. He never asked the
4 association to pay for that. He's never asked for it
5 to be rewired. I understand that is not a hard fix at
6 all. He's never asked for expenses to the association.
7 The water is an association expense. The power can
8 easily be fixed, and it belongs to the association.
9 The power box inside the unit, I mean, you know, that
10 can be fixed. We can take it out or leave it in. You
11 know, he might want to leave it in because they might
12 want to use some of the power around the roof terrace.
13 That is not an issue. That is not the problem.

14 Mr. Griffin was not elected to the board when he
15 ran for election in 2018. He was defeated. He lost
16 the election, so he's no longer involved or in control.
17 He wants and has been the sole controller of Shoreham
18 Towers. He disregarded the master deed.

19 Folks, there are 39 other unit owners, and they
20 each have a right to the common areas and common
21 elements. They each cannot be taken away. Those
22 rights can't be taken away from them. They bought into
23 it.

24 The master deed says it can be amended. There is
25 a proper way to amend the master deed, and he never

CLOSING ARGUMENT - MS. GOLDING

1 tried. He never tried. So what the master deed is is
2 it controls what he owns and what he controls. The
3 master deed does not give him a right to control the
4 common areas. The roof terrace is a common element and
5 it has never been anything but a common element. He
6 has never done any roof repair, membrane, sealants. He
7 put that Turtle tile on, which was a bad thing, and now
8 we're getting blamed because a roofer said don't put it
9 back.

10 The board all along followed the advice of the
11 safety inspector and the roofing contractor, and now
12 they are getting blamed for it.

13 So did Richard Aquino act willfully and wantonly?

14 The answer is, No.

15 In regard to civil conspiracy, do you find the
16 plaintiff Griffin against defendant Richard Aquino?

17 The answer is, No.

18 Do you find Richard Aquino acted willfully and
19 wantonly?

20 The answer is, No.

21 In regard to the civil conspiracy claim, do you
22 find the plaintiff Marshall Griffin against the
23 defendant Aquino?

24 No.

25 Do you find defendant Bill West acted willfully

CLOSING ARGUMENT - MS. GOLDING

1 and wantonly?

2 No.

3 In regard to the civil conspiracy claim, do you
4 find for plaintiff Griffin against defendant Bill West?

5 No.

6 Do you find defendant Tony Giovino acted
7 willfully and wantonly?

8 The answer is, No.

9 In regard to civil conspiracy, do you find that
10 the Marshall Griffin against the defendant Tony
11 Giovino?

12 No.

13 Do you find that Carter Tackett acted willfully
14 or wantonly?

15 No.

16 In regards to the civil conspiracy claim, do you
17 find for the plaintiff Marshall Griffin against the
18 defendant Carter Tackett?

19 No.

20 Do you find for plaintiff Griffin against the
21 defendant Shoreham Towers for acquiescence? I don't
22 cover that with you. The Judge is going to talk to you
23 about acquiescence. It is a concept in law that says
24 you don't own it anymore because you let someone use
25 it. You claimed it as your own.

CLOSING ARGUMENT - MS. GOLDING

1 But the evidence is the common area, the roof
2 terrace, he never claimed that he owned it. He never
3 claimed that he owned the planters. He never claimed
4 he owned the elevator lobby. Why? He never took the
5 position that the dwelling unit should encompass -- he
6 never added the square footage, so he never paid
7 property taxes. He never paid assessments. So we
8 didn't acquiesce. He paid based upon what the square
9 footage is in his dwelling unit.

10 We find for the plaintiff Marshall Griffin actual
11 damages.

12 Zero.

13 We find for the plaintiff Marshall Griffin
14 punitive damages?

15 Zero.

16 Punitive damages are done to punish someone
17 because someone did something so bad that they need to
18 be punished. What you are saying is that the
19 association and those four board members did was
20 protected all 40 units. They should never be subjected
21 to punitive damages. We will never ever have anyone
22 serve. I'll ask you if you were them down the road, if
23 you were asked to serve on whatever association, and if
24 you knew you can get partially sued for something you
25 did in good faith.

REPLY ARGUMENT - MR. GRANTLAND

1 The judge will charge you on state law on
2 immunity. It says that immunity is for directors of
3 associations who do not act willfully or wantonly.
4 These defendants are subject to immunity. They should
5 not be held liable because they act -- they never acted
6 willfully or wantonly. This was never about who was
7 right or wrong between Marshall Griffin and Richard
8 Aquino. It was let's find out what is right for the 40
9 unit owners, and they did their job in doing that.

10 Thank you very much.

11 THE COURT: Reply?

12 MR. GRANTLAND: Briefly, Your Honor.

13 Ladies and gentlemen, I think you heard enough,
14 but I have a few things I -- this is my last chance to
15 talk to you on behalf of Marshall.

16 Ms. Golding said that Marshall wants control.
17 Marshall just wants privacy. The same privacy he's had
18 since 1995. He wants to be treated just like every
19 other homeowner. He's had a private space since '95.
20 He never put any rules on this board. He never took
21 any board member's furniture. He never said cameras
22 need to be put up and plants need to be taken away on
23 other people, or that people need to be fined. The
24 folks that want to control are sitting over there.
25 Marshall just wants privacy.

REPLY ARGUMENT - MR. GRANTLAND

1 Going backwards, Ms. Golding and I have no
2 disrespect, but he never asked for electricity. Why?
3 Because it's his private space. He never asked them to
4 pay the electricity, and it was never an issue until
5 they said it's ours. It's common, and you can't have
6 it.

7 Marshall doesn't think he owns the roof where the
8 air conditioners are, but it is a roof and terrace.
9 All he is saying is this is not common for anyone and
10 everybody to use. It is a glass house on top of the
11 roof. I don't own the roof. I'm not the owner of the
12 building, but I own private space. I have private
13 space, just like everyone else. And just as the deed
14 says, certain areas are not common. That is all he
15 wants, to be treated like he's lived since '95 and his
16 Uncle Bobby before then.

17 She mentioned about the removal of the high-back
18 chairs, waiting until someone dies. You know, this
19 safety expert is really hypocritical. You never heard
20 from the safety expert. There is a letter somewhere,
21 and they hired someone after we filed the lawsuit.
22 After we filed the lawsuit, they hired someone to say
23 we need to look at the terrace and nitpick and find
24 something wrong. They are not concerned about the
25 high-back chairs on any of the balconies, just focused

REPLY ARGUMENT - MR. GRANTLAND

1 on Marshall's. Why? Because they wanted to take
2 control.

3 Again, you heard nothing from the safety expert.
4 If they are so concerned about safety, why did they get
5 a safety expert after the lawsuit was filed about
6 whether this is common or private?

7 I love this: They went to Roger Roy for
8 guidance. He is a nice man. He didn't tell them to
9 take the furniture. He didn't tell them to put up
10 cameras. He didn't tell them to take out the plants.
11 You know, he wanted us to sit down and talk.

12 You are here today because we never sat down and
13 talked. They tried their best -- I think my friend,
14 Ms. Golding, said they tried their best. Baloney.
15 They wouldn't sit down and talk. It was their way or
16 no way. Marshall was the target. It was their rules
17 and control or nothing else. That is why we are in
18 front of you. So for them to say we tried our best, I
19 wish they tried their best. We wouldn't be here if
20 they did.

21 There is no -- she mentioned there is no breach
22 of contract. Ladies and gentlemen, they changed the
23 rules. That's the breach of contract. They added
24 rules when he could go outside and when he can't. That
25 is the breach of contract. There was no rules from '83

REPLY ARGUMENT - MR. GRANTLAND

1 to 2019. He had no rules.

2 Why did I sue for breach of contract? Because
3 they put rules on him that never existed, that no one
4 else has to live under.

5 Yes, Marshall filed a lawsuit in '97 because they
6 wanted to concrete over the planters. That is silly.
7 That would create a big mess, from his perspective, on
8 the terrace. I mean, he testified it would create
9 water problems on the terrace, and to resolve that, he
10 took over maintenance, and he did. He's been taking
11 over maintenance since '97 and gladly and willing to
12 take that. He would be happy to not talk to anyone
13 about the planters. It's been his responsibility since
14 '97, and he would be happy to keep it his
15 responsibility because it is right outside his private
16 space.

17 I can't believe she picked on the plants, the
18 arborvitaes, are bad. Safety expert said it is bad.
19 Did you hear Bill Crossland? He does landscaping for
20 Williams Brice Stadium. He says these are
21 low-maintenance plants. If they get too high, we cut
22 them down. I can't believe they are picking on the
23 plants. The plants -- no plants have flown off any
24 building during the storms. That is a non-issue.
25 Again, it shows they want to control. They agreed to

REPLY ARGUMENT - MR. GRANTLAND

1 let him take care of the planters in '97, and now they
2 want to take it back. They want to control.

3 You will find -- of all the evidence, you'll find
4 no bills from Thompson Roofing for any work on the
5 terrace. They replaced -- the \$120,000 was for the
6 center roof, and that is the top roof of the building.
7 They replaced that. They ripped up his Turtle tile.
8 They recoated it. There is no billing because it was
9 an add-on that Mr. Aquino said let's remove that Turtle
10 tile because it is a nuisance to me.

11 The railing, no one pays for the railing. The
12 railing is part of the building.

13 I'll end with this. Henri mentioned
14 acquiescence. Even if my friend, Ms. Golding, was
15 right -- and we don't think she is, and with all due
16 respect, I don't think she is right -- but even if she
17 is, the Judge will charge you on acquiescence. That is
18 when there is a property dispute between property
19 owners and one person has taken control of the property
20 and acted like that property is theirs for a number of
21 years. The other property owner can't come back and
22 say, oh, never mind, you can't do it. You can't change
23 it. You can't have it, and a lot of years passed by.
24 A lot of years have passed by where this has been in
25 Marshall's control, and Marshall's had privacy because

JURY CHARGE

1 it's been a part of his unit since '83 and since '95.

2 Ladies and gentlemen, it is 2023. This Shoreham
3 Towers, that condo has been there for 40 years. 40
4 years this year. For 40 years, with the exception of
5 two years in '19 and '20, ladies and gentlemen, that
6 terrace was private. You can give him his privacy
7 back.

8 On this verdict form it says: Do you find the
9 terrace, planters, elevator lobby are part of the
10 penthouse dwelling and not a common element? Check
11 "yes." That will give Marshall his privacy back that
12 he's always had.

13 Let him continue Uncle Bobby's legacy and
14 continue having the privacy he always has had. That is
15 why we are here, and we appreciate your time. I know I
16 talk too much. Thank you very much.

17 THE COURT: Members of the jury, it is now my
18 duty as trial judge to instruct you on the law
19 applicable to this case -- yes, sir.

20 JUROR: Could we have that removed, please?

21 THE COURT: Oh, yes. Thank you very much.

22 (A brief pause in the proceedings.)

23 THE COURT: It is now my duty as trial judge to
24 instruct you on the law applicable to this case. It is
25 your duty as jurors to accept and apply the law as I

JURY CHARGE

1 now state it to you. Furthermore, it is your exclusive
2 duty to decide all issues of fact which have been
3 presented in this case and to determine the effect,
4 value, and weight of the evidence. Both parties have
5 the right to receive a fair and impartial trial.

6 As I told you in the beginning, you and I have
7 separate duties to perform. As trial judge, it is my
8 responsibility to preside over this trial and to rule
9 upon the admissibility of the evidence offered. In
10 that regard, you may only consider the evidence before
11 you. You may only consider the testimony which has
12 been presented from this witness stand and any exhibits
13 which have been admitted for the record of this case.

14 As mentioned earlier, I have the additional
15 duties to charge you on the law applicable to this
16 case, and it is your duty to accept and apply the law
17 as I now state it to you.

18 As I mentioned earlier in this trial, you are the
19 soul and exclusive judge of the facts. The law does
20 not permit me to have an opinion about the facts. Do
21 not infer from anything I have said or done during the
22 course of this trial that I have an opinion about the
23 facts in this case. It is also your job as jurors to
24 determine the credibility and the believability of the
25 witnesses who have testified in this case.

JURY CHARGE

1 In determining the believability of witnesses who
2 have testified in this case, you may believe one
3 witness over many or many over one. You may believe a
4 part of the testimony of a witness and reject the
5 remaining part. You may believe the testimony of a
6 witness in its entirety or reject it in full. You may
7 consider whether the witness has an interest in the
8 result of the trial, whether the witness is prejudiced
9 towards either party, the opportunity for the witness
10 to have seen the matters and things about which the
11 witness may testify, and the way the witness acts on
12 the witness stand.

13 As mentioned earlier, you have the exclusive duty
14 to determine all issues of fact in this case.

15 Evidence may be direct or circumstantial. Direct
16 evidence is testimony by a witness about what that
17 witness personally saw, heard, or did. Circumstantial
18 evidence is indirect evidence based on inference and
19 not what someone personally saw, heard, or did. It is
20 proof of one or more collateral facts which you may
21 infer from another fact. You are to consider both
22 direct and circumstantial evidence equally.

23 The burden of proof in this case for the
24 plaintiff is by a preponderance of the evidence. A
25 preponderance of the evidence simply means the greater

JURY CHARGE

1 weight of the evidence. In other words, it is evidence
2 that, as a whole, shows that a fact sought to be proved
3 is more likely true than not true.

4 This may be illustrated by imagining a set of
5 scales. When the case begins, the scales are even.
6 After all of the evidence has been presented, if the
7 scales remain even, or if they tip slightly in favor of
8 the defendant, then the plaintiff failed to meet the
9 burden of proof and would not be entitled to recover in
10 this case.

11 If the scales tip even slightly in favor of the
12 plaintiff, the plaintiff will have met the burden of
13 proof, and you should return a verdict for the
14 plaintiff.

15 Normally, a person cannot give opinion testimony;
16 however, there is an exception when someone is
17 qualified as an expert witness because of education or
18 experience. They are permitted to give their opinion
19 in their certain areas of expertise. You have heard
20 from an expert witness in this trial that is qualified
21 in a certain area of expertise. That does not mean you
22 must accept the opinion, but it is evidence for you to
23 use in any way you see fit and give the weight and
24 credibility you believe is appropriate.

25 In this case certain testimony has been presented

JURY CHARGE

1 in evidence by deposition. A deposition is testimony
2 taken under oath before trial and preserved in writing
3 or by some other mechanical device such as a video.
4 You are to consider that testimony as if the witness
5 gave it right here in court.

6 A contract is an agreement entered into by two or
7 more parties in which each party agrees to perform, or
8 not to perform, certain acts. In this case, the
9 contract is the master deed. Here the plaintiff claims
10 that the defendant breached the contract that existed
11 between the parties. In order to recover for a breach
12 of contract, the plaintiff must prove by a
13 preponderance or greater weight of the evidence that
14 there was a contract between himself and the Shoreham
15 Towers Homeowners Association; that the defendant
16 breached the contract; and that the plaintiff suffered
17 damages as a result of the breach.

18 The rights of the parties to a contract must be
19 measured by the contract, which the parties themselves
20 made, regardless of wisdom, reasonableness, or failure
21 of the parties to guard their rights carefully.

22 A contract should be construed so as to give, if
23 possible, full force and effect to every part of it.
24 In construing a contract, the primary objective is to
25 ascertain and give effect to the intentions of the

JURY CHARGE

1 parties. The intentions of a contract is to be
2 determined from the language of the contract itself.
3 Language which is perfectly clear determines the full
4 force and effect of the document. In other words, if
5 the language of the contract is plain, unambiguous, and
6 capable of only one reasonable interpretation, no
7 construction is required, and the contract's language
8 determines the instrument's force and effect.

9 However, where the language of the contract has
10 more than one meaning, you may consider the
11 circumstances surrounding the making of the contract to
12 help you determine the real intentions of the parties.
13 You may not use these circumstances to give the
14 contract a meaning which is not apparent on its face.

15 When performance of a duty under a contract is
16 due, any non-performance is a breach. In other words,
17 a party breaches when he does not perform as he agreed
18 to perform under the contract. The damages recoverable
19 for a breach of contract are those which flow as a
20 natural consequence of the breach, or those damages
21 which may reasonably be supposed to have been within
22 the contemplation of the parties at the time the
23 contract was entered into.

24 The damages which the other party ought to
25 receive in respect for such breach of contract should

JURY CHARGE

1 be such as made fairly and reasonably be considered to
2 arise naturally.

3 The Horizontal Regime Act, Subsection
4 27-31-20(c), defines condominium ownership as the
5 individual ownership of a particular apartment in a
6 building and a common right to a share with other
7 co-owners in the general and limited common elements of
8 the property.

9 Subsection 27-31-20(f) of the Horizontal Property
10 Regime Act defines general common elements as the
11 foundations, main walls, roofs, halls, lobbies,
12 stairways, entrances, and exits, or communication ways
13 in existence, or to be constructed or installed, the
14 basements, flat roofs, yards, and gardens in existence,
15 or to be constructed or installed, except as otherwise
16 provided or stipulated. The elevators, garbage
17 incinerators, and in general all devices or
18 installations existing or to be constructed or
19 installed for common use.

20 Each co-owner may use the elements held in common
21 in accordance with the purpose for which they are
22 intended without hindering or encroaching upon the
23 lawful rights of the other owners.

24 Common elements, both general and limited, shall
25 remain undivided and shall not be the object of an

JURY CHARGE

1 action for partition or division of the co-ownership.

2 Any covenant to the contrary shall be void.

3 The plaintiff claims that the breach of contract
4 act in this case was accompanied by a fraudulent act by
5 the defendant, Shoreham Towers Homeowners Association.
6 To establish a breach of contract accompanied by
7 fraudulent act, the plaintiff must first prove that the
8 defendant breached the contract.

9 Next, the plaintiff must show that the defendant
10 had fraudulent intent as to the breach of contract.
11 Fraudulent intent relating to the making of the
12 contract is not sufficient. The fraudulent intent is
13 usually proven by examining the circumstances
14 surrounding the breach of the contract.

15 Finally, the plaintiff must prove by a clear and
16 convincing evidence that there was a fraudulent act
17 accompanying the breach of contract. A fraudulent act
18 is any act characterized by dishonesty in fact, unfair
19 dealing, or the unlawful taking of another person's
20 property intentionally.

21 The fraudulent act may be prior to, at the same
22 time as, or after the breach of contract. However, it
23 must be connected with the breach of contract itself.
24 The fraudulent act cannot be too remote in time or
25 character from the breach of contract.

JURY CHARGE

1 Each of these three elements are necessary to
2 give rise to punitive damages. Furthermore, there must
3 be proof of actual damages or nominal damages to
4 support the award of punitive damages.

5 To succeed on a claim of civil conspiracy, the
6 plaintiff must prove by a preponderance or greater
7 weight of the evidence four elements. A combination of
8 two or more persons to commit an unlawful act, or a
9 lawful act by unlawful means, joined together with the
10 commission of an overt act in furtherance of the
11 agreement, and damages proximately resulting to the
12 plaintiff.

13 In order to establish civil conspiracy, direct or
14 circumstantial evidence must be produced from which one
15 may reasonably infer the joint assent of the minds of
16 two or more parties to the prosecution of the unlawful
17 enterprise.

18 To determine "unlawful" does not require a
19 violation of the criminal laws.

20 A conspiracy is actionable only if overt acts
21 pursuant to the common design proximately caused damage
22 to the plaintiff, and this overt act committed in
23 furtherance of the conspiracy can be performed by one
24 conspirator's actions alone.

25 The essential consideration regarding the act as

JURY CHARGE

1 whether the primary purpose or object of the conspiracy
2 or combination is to injure the plaintiff. In regard
3 to damages under a claim of civil conspiracy, the
4 injured party may recover the damages that flow from
5 the conspiracy. The plaintiff is entitled to recover
6 only such damages as naturally and proximately
7 resulting from the wrongful act or acts done in
8 pursuance of the conspiracy and which directly result
9 from it.

10 South Carolina Code Section 33-31-834 provides
11 all directors, trustees, or members of the governing
12 bodies of not-for-profit cooperatives, corporations,
13 associations, and organizations are immune from suit
14 arising from the conduct of the affairs of these
15 cooperations, corporations, associations, or
16 organizations. However, this immunity from suit is
17 removed when the conduct amounts to willful and wanton
18 conduct.

19 Willful and wanton means conduct by a person or
20 persons who may have no intent to cause harm, but who
21 intentionally performs an act so unreasonable and
22 dangerous that he or she knows, or should know, it is
23 highly probable that harm would result.

24 Conversion is the unauthorized assumption and
25 exercise of the right of ownership or dominion over

JURY CHARGE

1 goods or personal property belonging to another.

2 Two, that the alteration of the condition or the
3 exclusion of the owner's rights.

4 Conversion may arise by some illegal use or
5 misuse, or by illegal detention of another person's
6 property. It cannot arise from the defendant's
7 exercise of legal right over property.

8 In order to prove conversion, the plaintiff must
9 prove by the preponderance of the evidence that the
10 plaintiff owned or had the right to possess a certain
11 piece of personal property, the defendant gained
12 control or possession of the property or prevented the
13 plaintiff from using the property, and the defendant
14 did this without the plaintiff's permission.

15 Conversion cannot apply to real property, but
16 rather only personal property.

17 Personal property is anything that is tangible or
18 moveable. The defendants claim the plaintiff consented
19 to the defendants taking control of the property.
20 Consent may be either expressed or implied. Expressed
21 consent is permission that a person gives either
22 vocally or in writing.

23 Implied consent is permission that a person gives
24 by his actions. For example, if the plaintiff was
25 present when the property was being removed and he

JURY CHARGE

1 failed to say anything, then the law would presume that
2 the plaintiff silently gave his permission.

3 If you find the defendant has proved the
4 plaintiff consented to the defendants' taking control
5 of the property, then your verdict will be for the
6 defendant. However, if you believe that the plaintiff
7 did not consent to the defendants' taking control of
8 the property, you may award actual damages. Damages
9 are intended to compensate the aggrieved or loss of
10 personal property. This is property that was
11 wrongfully taken by another.

12 The owner of the property may be able to recover
13 its value at the time it was taken, along with
14 interest, up to the date of the trial. Damages should
15 be full compensation for actual losses. Damages must
16 be proven in court by displaying sufficient evidence
17 that would enable a jury to figure a fair and
18 reasonable value of damages.

19 Furthermore, if property is innocently converted
20 under a bona fide belief or right, the measure of
21 damages is the value of the property at the time and
22 place of conversion. The ownership of the party is not
23 entitled to any additions, improvements, or enhances
24 made by the converter. The general rule is that
25 compensation for loss profits may be recovered in an

JURY CHARGE

1 action for conversion where the loss profits are a
2 proximate result of the defendants' acts and where the
3 loss can be shown with reasonable certainty.

4 The plaintiff is claiming that he obtained the
5 use of the area in dispute through acquiescence.
6 Acquiescence occurs when the party stands by and sees
7 another dealing with property in a matter inconsistent
8 with his rights and makes no objection. He cannot act
9 or have relief.

10 Silence is acquiescence, and it estops a
11 complaint of another's interest being affected.
12 Acquiescence is a legal doctrine where both parties
13 mutually recognize and acquiesce to a certain area for
14 a long period of time, that area belongs to the
15 individuals.

16 You have heard reference to a preliminary
17 injunction or a temporary restraining order throughout
18 the trial of this case. A temporary injunction is
19 granted in the midst of pending litigation to preserve
20 the status quo prior to a final resolution of the
21 issues in dispute. However, a temporary injunction is
22 granted without prejudice to the rights of the parties,
23 and such an order has no effect on the merits of the
24 case, and such an order is not to be considered by you.

25 Should you decide that the plaintiff is entitled

JURY CHARGE

1 to a verdict, your next step would be to decide how
2 much money, if any, the plaintiff is entitled to
3 receive in this case. Such an award is called
4 "damages."

5 Actual damages are intended to compensate the
6 plaintiff for the plaintiff's injuries or loss and put
7 the plaintiff as near as possible in the same position
8 they were in before the incident occurred. In other
9 words, actual damages would be the actual losses and
10 expenses which the plaintiff has suffered because of
11 the defendants' actions. As with all other facts in
12 this case, the plaintiff must prove his actual damages
13 by the greater weight of the evidence.

14 If you find that the plaintiff sustained some
15 damages due to the wrongful conduct of the defendant,
16 but the evidence does not convince you that the
17 plaintiff sustained any real or substantial damages,
18 you may award nominal damages in favor of the
19 plaintiff.

20 Nominal damages are a small sum such as a dollar,
21 one penny, or a different inconsiderable amount.
22 Nominal damages may be awarded when a plaintiff has
23 proven no substantial loss or injury, but when the law
24 recognizes the violation of a legal right, or when
25 actual damages not capable of pecuniary estimation have

JURY CHARGE

1 been sustained.

2 A party who has suffered injury or damages from
3 the actionable conduct of another is under a duty to
4 make all reasonable efforts to minimize the damages
5 incurred. To the extent that he reasonably could have
6 minimized those damages and failed to do so, he is not
7 entitled to recover from the other party. In other
8 words, one cannot recover any damages that might have
9 been avoided by the use of reasonable care and
10 diligence.

11 If you determine that the plaintiff is entitled
12 to actual damages, you may also consider an award of
13 punitive damages. Punitive damages are intended to
14 punish the defendants for extraordinary and outrageous
15 misconduct and to prevent the defendants and others
16 from committing similar acts in the future.

17 Punitive damages can only be awarded when conduct
18 of the defendants has been something more than mere
19 negligence. The plaintiff must establish by clear and
20 convincing evidence and the defendants' acts were
21 reckless, willfully, and wanton, meaning there was a
22 conscious failure to exercise due care, or a conscious
23 indifference to the rights and safety of others, or a
24 reckless disregard thereof.

25 A person who is negligent acts carelessly.

JURY CHARGE

1 However, a person who acts recklessly, willfully, and
2 wantonly is not only careless, but also is aware that
3 they are being careless. In determining whether a
4 defendant was reckless, you may consider not only the
5 acts, but also admissions of conduct.

6 If you find by a clear and convincing evidence
7 that the defendants' conduct was willful, wanton, or
8 reckless, you may award the plaintiff punitive damages.

9 Clear and convincing is more than just a
10 preponderance or greater weight of the evidence. Clear
11 and convincing proof leaves no substantial doubt in
12 your mind. It means that the evidence is not
13 ambiguous, doubtful, or contradictory. Clear and
14 convincing proof establishes in your mind, not only
15 that the fact is probable, but that it is highly
16 probable.

17 Before awarding punitive damages, you must first
18 consider the relationship between a punitive damages
19 award and harm caused. Any penalty imposed should take
20 into account the blame worthiness of the conduct, the
21 harm caused, the defendants' awareness of the conduct's
22 wrongfulness, the duration of the conduct, and any
23 concealment. Thus, any penalty imposed should bear a
24 relationship to the nature and extent of the conduct
25 and the harm caused, including the compensatory damage

JURY CHARGE

1 award made by you.

2 Second, any penalty imposed should take into
3 account as a mitigating fact any other penalty that may
4 have been imposed or which may be imposed for the
5 conduct, including any criminal or civil penalty.

6 Finally, any award of punitive damages must be
7 limited to punishment and, thus, may not affect
8 economic bankruptcy. To this end, the defendants'
9 ability to pay any punitive damages award should be
10 considered. However, the economic bankruptcy factor is
11 not an absolute bar for an award of punitive damages.

12 Ladies and gentlemen, I'm now drawing near the
13 end of my charge, and I want you to understand you are
14 not partisans or advocates for the plaintiff or the
15 defendant. You do not serve as jurors to reward your
16 friends or punish your enemies. You have been selected
17 by the parties to be fair and impartial jurors. It is
18 your duty by your joint deliberations to decide on a
19 verdict in this case. You should take the law which
20 has been given to you by this Court and connect it with
21 the facts, which you find, and arrive at a verdict.

22 When you have accomplished these
23 responsibilities, you will have satisfied your oath as
24 jurors, and you will have discharged your duty to this
25 Court.

JURY CHARGE

1 Ms. Clerk, if you will hand this form.

2 Mr. Foreman, in this case you'll write your
3 verdict on the form and sign it. Furthermore, the
4 verdict that you render in this case must be the
5 verdict of each and every juror, including yourself.
6 It must be a unanimous verdict.

7 Ladies and gentlemen, please understand that even
8 though I have given the verdict form to the foreman, it
9 is not his verdict alone. It is a verdict of all 12 of
10 you. I emphasize again, it must be unanimous.

11 In a moment, you will retire to the jury room. I
12 would ask that you do not begin your deliberations
13 until you are told to do so. The law requires that I
14 consult with the attorneys before you begin your
15 deliberations. After I have done so, the bailiff will
16 bring in the items of evidence and instruct you to
17 begin. Should you have any questions during your
18 deliberations, you must put them in writing and send
19 them to me by way of the court bailiff. The court
20 bailiff will be placed immediately outside of the jury
21 room door to provide security and assistance for you
22 during your deliberations.

23 Once you have reached your verdict, knock on the
24 jury room door and ask the bailiff to advise the Court
25 you have reached a verdict, and we'll return you to the

JURY CHARGE

1 courtroom as promptly as possible thereafter.

2 Thank you. You may retire to the jury room, but
3 do not begin your deliberations until told to do so.

4 (The jury exits at 11:54 a.m., and the
5 following is heard out of the presence of the jury.)

6 THE COURT: Any objections?

7 MR. GRANTLAND: None.

8 THE COURT: Defense?

9 MS. GOLDING: I would object to the charges
10 regarding ambiguity and the breach of contract charge,
11 object to the charge of breach of contract by
12 fraudulent intent. Object to the charge of punitive
13 damage, charge of civil conspiracy, the charge of
14 acquiescence, and the charge of punitive damages.

15 THE COURT: Pretty much everything.

16 MS. GOLDING: Yes, sir.

17 THE COURT: Would you like to reply?

18 MR. GRANTLAND: Your Honor, we've discussed this
19 many times, and I think you know the evidence is in for
20 each of these issues, Your Honor, that the Court
21 charged the jury on, and at a minimum it is a question
22 of fact.

23 THE COURT: I respectfully deny your objections.
24 Take a look at the evidence.

25 (Whereupon, the admitted exhibits are agreed to

JURY CHARGE

1 by Plaintiff and Defendants and deliberations started
2 at 12:12 p.m.)

3 THE COURT: We have a question: "Clarification
4 on this one, is it against the HOA or HOA board? Is
5 this regarding the HOA contract claim?"

6 I looked at the verdict form, and it seems to me
7 it is against the HOA only, not the HOA board members,
8 and it is for breach of contract, breach of contract
9 accompanied my fraudulent act, conversion, and
10 acquiescence, right?

11 MS. GOLDING: Yes.

12 MR. GRANTLAND: Yeah. It is the HOA.

13 THE COURT: And question: "Can we get definition
14 of 'civil conspiracy'?"

15 We can read it, or I can just photocopy it -- it
16 is only one page -- and give it to them. Whatever you
17 want me to do.

18 MR. GRANTLAND: That is fine with me, Your Honor.

19 MS. GOLDING: Copy is fine.

20 THE COURT: That is the easiest thing.

21 If you can, show that to them to make sure, and
22 we'll send it back.

23 MR. GRANTLAND: That's what you read?

24 MS. GOLDING: That is your conspiracy?

25 THE COURT: Yes.

JURY CHARGE

1 MS. GOLDING: Yes, sir. Yes, sir.

2 THE COURT: Send it back and tell them to
3 continue. I hate to call you just for that, but we'll
4 wait until we have another question.

5 MR. GRANTLAND: Can we be at ease?

6 THE COURT: Absolutely.

7 (The time is 1:17 p.m., and the jury continues to
8 deliberate. Court's Exhibits 1-5 marked.)

9 THE COURT: The note is for civil conspiracy: "Do
10 you have to have at least two people conspiring against
11 a person or does the person conspiring and the person
12 being conspired upon count as the combination of the
13 two people, parentheses, No. 1 on the civil conspiracy
14 page?"

15 The answer is easy. It can't be plaintiff and
16 the defendant. It has to be -- you want me to write
17 "just two of the defendants"?

18 MR. GRANTLAND: That's fine.

19 THE COURT: Should I put "just two of the
20 defendants and not the plaintiff," or just leave it
21 "two of the defendants"?

22 MS. GOLDING: At least two defendants.

23 MR. GRANTLAND: Yeah. The less, the better.

24 THE COURT: The answer is: "At least two of the
25 defendants."

JURY CHARGE

1 (The jury continues to deliberate. Court's
2 Exhibit 6 marked.)

3 (The time is 2:12 p.m.)

4 THE COURT: Okay. It says: "Can we get a
5 definition of willfully or wantonly?"

6 I thought I would read them that one paragraph in
7 the punitive section, and the one paragraph after the
8 immunity section.

9 MR. GRANTLAND: Or give it to them.

10 MS. GOLDING: I don't mind if you just give it to
11 them.

12 MR. GRANTLAND: I don't mind, either.

13 THE COURT: Okay. Everybody good?

14 MR. GRANTLAND: Yes, sir.

15 (The jury continues deliberations. Court's
16 Exhibit 7 marked.)

17 (The time is 2:42 p.m.)

18 THE COURT: We have another question. It says:
19 "For damages, do we have to put an actual number, or
20 can it be a phrase such as 'attorney's fees and court
21 costs'?"

22 MR. GRANTLAND: An actual number.

23 THE COURT: And what does the defense say?

24 MS. GOLDING: It's obvious they are considering
25 something they are not entitled to consider.

JURY CHARGE

1 THE COURT: I'll tell them an actual number, how
2 about that?

3 MS. GOLDING: Yeah. That will be fine.

4 (The jury continues deliberating. Court's
5 Exhibit 8 marked.)

6 (The time is 3:42 p.m.)

7 THE COURT: We have a verdict. Bring in the
8 jury.

9 (The jury enters at 3:46 p.m., and the
10 following is heard in the presence of the jury.)

11 THE COURT: Mr. Foreman, will you hand the
12 bailiff the verdict form?

13 (A brief pause in the proceedings.)

14 THE COURT: I find the verdict form is in order.
15 Please publish.

16 THE CLERK: State of South Carolina, County of
17 Horry, in the Court of Common Pleas, 2019-CP-26-6550.
18 Marshall Griffin versus Tony Giovino, Carter Tackett,
19 Richard Aquino, Bill West, and Shoreham Towers
20 Homeowners Association.

21 We, the jury, unanimously find the following:

22 Do you find that the rooftop penthouse terrace,
23 the planters, and the elevator lobby on the tenth floor
24 at Shoreham Towers are a common element and not part of
25 the rooftop penthouse?

JURY CHARGE

1 No.

2 Do you find that the rooftop penthouse terrace,
3 the planters, and elevator lobby on the tenth floor at
4 Shoreham Towers are part of the rooftop penthouse
5 dwelling and not a common element?

6 Yes.

7 Do you find for the plaintiff, Marshall Griffin,
8 against the defendant, Shoreham Towers Homeowners
9 Association?

10 Yes.

11 Do you find the defendant, Richard Aquino, acted
12 willfully or wantonly?

13 Yes.

14 In regard to civil conspiracy claim, do you find
15 for the plaintiff, Marshall Griffin, against the
16 defendant, Richard Aquino?

17 Yes.

18 Do you find the defendant, Bill West, acted
19 willfully or wantonly?

20 Yes.

21 In regard to the civil conspiracy claim, do you
22 find for the plaintiff, Marshall Griffin, against the
23 defendant, Bill West?

24 Yes.

25 Do you find the defendant Tony Giovino acted

JURY CHARGE

1 willful or wantonly?

2 Yes.

3 In regard to the civil conspiracy claim, do you
4 find for the plaintiff, Marshall Griffin, against the
5 defendant, Tony Giovino?

6 Yes.

7 Do you find the defendant, Carter Tackett, acted
8 willfully or wantonly?

9 Yes.

10 In regard to the civil conspiracy claim, do you
11 find for the plaintiff, Marshall Griffin, against the
12 defendant, Carter Tackett?

13 Yes.

14 We find for the plaintiff, Marshall Griffin,
15 actual damages in the amount of \$20,000.

16 We find for the plaintiff, Marshall Griffin,
17 punitive damages in the amount of \$200,000.

18 Signed, Dustin Jordan, foreperson. February 3,
19 2023, Conway, South Carolina.

20 Mr. Foreman, ladies and gentlemen of the jury, is
21 this your verdict, and if so, signify by raising your
22 right hand.

23 Thank you.

24 THE COURT: Any need for polling?

25 MS. GOLDING: I don't need the polling, but I

JURY CHARGE

1 have another matter for the jury, Your Honor.

2 THE COURT: What would that be?

3 MS. GOLDING: Under the Section 15-38-15, the
4 contribution among joint tortfeasors must be some
5 division of punitive damages amongst the defendants.

6 THE COURT: If you would step into the jury room
7 for just a moment.

8 (The jury exits at 3:49 p.m., and the
9 following is heard out of the presence of the jury.)

10 MS. GOLDING: There are two motions -- sorry,
11 Your Honor.

12 THE COURT: Yes, ma'am.

13 MS. GOLDING: I apologize. The one motion is I
14 would like the jury to determine the contribution
15 amongst the defendants.

16 But I have another motion, Your Honor, and I
17 don't know if I make it now, but under Section
18 15-32-530, with respect to punitive damages, the
19 statute is clear that the punitive damages cannot be
20 more than three times the actual or 500, if it's above.

21 So at the very most, the punitive damages can
22 only be \$60,000. Therefore, my question --

23 THE COURT: Why don't we apportion fault and then
24 come back to that?

25 We'll be back in a moment with a short verdict

JURY CHARGE

1 form.

2 MS. GOLDING: Thank you, Your Honor.

3 (A brief pause in the proceedings.)

4 THE COURT: All right. We'll go over the verdict
5 charge and the form real quick.

6 MS. GOLDING: Very good.

7 THE COURT: Would you like to look at it and make
8 sure it is appropriate?

9 (A brief pause in the proceedings.)

10 MS. GOLDING: Your Honor, you have here that the
11 combined actual and punitive damage amounts that caused
12 plaintiff's injury as -- you are asking the jury to
13 distribute --

14 THE COURT: Percentages.

15 MS. GOLDING: Actual damages?

16 THE COURT: Percentage of fault.

17 MS. GOLDING: But the actual damage....

18 THE COURT: Is the only thing you -- you just
19 want to take out punitive?

20 MS. GOLDING: No. I don't want actual.

21 THE COURT: Just punitives?

22 MS. GOLDING: Yes, sir.

23 THE COURT: Okay.

24 Bring in the jury.

25 (The jury enters at 4:00 p.m., and the

JURY CHARGE

1 following is heard in the presence of the jury.)

2 THE COURT: Members of the jury, you have found
3 against the defendants in this case. Now you must
4 determine the percentage of fault attributable to each
5 defendant.

6 In this regard, you have already heard all of the
7 evidence that will be presented in this case. In
8 determining the percentage of fault for each defendant,
9 the total must equal 100 percent. You will be given a
10 special verdict form for this final deliberation.

11 Keep in mind that your verdict must be unanimous.
12 I'll ask the clerk to hand the verdict form to the
13 foreman.

14 You may retire to the jury room. Knock on the
15 door when you are ready. If you have any questions,
16 put them in writing.

17 (The jury exits the courtroom and begins
18 deliberations at 4:01 p.m.)

19 THE COURT: Does the plaintiff have any objection
20 to Ms. Golding's quote of the statute reducing --

21 MR. GRANTLAND: Yes. And I'll let Mr. Krebs
22 address it.

23 MR. KREBS: Under Section 15-32-530(a), I don't
24 believe there was an intentional misstatement of the
25 law, but it actually says the greater -- it is limited

JURY CHARGE

1 to the greater of three times, or \$500,000. So
2 \$200,000 is below \$500,000, so there is no cap on that.

3 And then, additionally, under Subsection C, if
4 the Court finds that the actions were intentional,
5 there is no cap on punitive damages. And they checked
6 "yes" for willful and wanton for every single
7 defendant, so I think the Court has found they were
8 intentional, and there should be no cap on punitive
9 damages either under Subsection A or Subsection C.

10 THE COURT: Is it three times or \$500,000, the
11 greater of the two?

12 MR. TAYLOR: Your Honor, I read the order
13 as --

14 THE COURT: Read the whole section.

15 MR. TAYLOR: Subsection A: "Except as provided
16 in Subsections B and C, an award of punitive damages
17 may not exceed the greater of three times the amount of
18 compensatory damages awarded to each claimant entitled
19 thereto, or the sum of \$500.000. The award of punitive
20 damages may not exceed the greater of three times, or
21 the sum of \$500,000."

22 I was an English major and it's been a minute
23 since I deconstructed a sentence, but I can do that for
24 you. I believe it is the lesser of the two. So three
25 times that award is \$60,000.

JURY CHARGE

1 As to the argument that Subsection (c)(1)
2 applies, when the trial Court determines, there is no
3 cap. At the time of injury, the defendant had an
4 intent to harm. In determining that the defendant's
5 contact did, in fact, harm the claimant.

6 Willful and wanton is not inherently in the civil
7 conspiracy charge. The only reason it went to the jury
8 is because of the immunity we claimed.

9 Now, the definition I have, and what the jury was
10 charged with, willful and wanton specifically says,
11 quote, "Means the contact by a person or persons who
12 may have no intent to cause harm, but who intentionally
13 performs an act that was so unreasonable and dangerous
14 that does, in fact, cause harm."

15 So that explicitly leaves open the possibility it
16 is not conclusive that that was their intent. So I
17 don't believe that section applies.

18 The other subsections have to do with whether or
19 not someone is convicted of a felony or acted under the
20 influence of drugs or alcohol. I don't believe that is
21 what we have here, so the cap should apply.

22 MR. GRANTLAND: If we could have -- we need to
23 brief this. You know, I think we read it one way, and
24 we need to brief it. We're glad to do that, but....

25 THE COURT: You got a verdict?

JURY CHARGE

1 THE BAILIFF: Yes.

2 THE COURT: Bring them back out.

3 MS. GOLDING: The problem with briefing it is if
4 the Court won't issue a form order -- you can't issue a
5 form order until there is a decision as to the amount.

6 THE COURT: I think we can figure it out today.
7 Might take a few minutes, but I think we can figure it
8 out.

9 MS. GOLDING: Thank you.

10 (The jury enters at 4:08 p.m., and the
11 following is heard in the presence of the jury.)

12 THE COURT: Mr. Foreman, hand it to the bailiff,
13 please.

14 (A brief pause in the proceedings.)

15 THE CLERK: State of South Carolina, County of
16 Horry, in the Court of Common Pleas, Civil Action
17 2019-CP_26-6550, Marshall Griffin versus Tony Giovino,
18 Carter Tackett, Richard Aquino, Bill West, and Shoreham
19 Towers Homeowners Association.

20 Considering the punitive damage amount that
21 caused the plaintiff's injuries at a 100 percent, what
22 percentage of those damages are attributable to the
23 defendant, Shoreham Towers Homeowners Association, and
24 what percentage is attributable to the individual
25 defendants, Richard Aquino, Bill West, Tony Giovino,

JURY CHARGE

1 Carter Tackett?

2 Shoreham Towers Homeowners Association:

3 Zero percent.

4 Defendant Richard Aquino: 67 percent.

5 Defendant Bill West: 11 percent.

6 Defendant Tony Giovino: 11 percent.

7 Defendant Carter Tackett: 11 percent.

8 Totaling: 100 percent.

9 Mr. Foreman, ladies and gentlemen of the jury, is
10 this your verdict? If so, please signify by raising
11 your right hand.

12 I apologize, that was signed by Dustin Jordan,
13 foreperson.

14 THE COURT: Need for further polling?

15 MS. GOLDING: No, sir.

16 THE COURT: I want to thank you for your service.
17 You've done your job. You've earned a three-year
18 exemption. You will be paid a little bit of money, and
19 by no means will it compensate you for the effort you
20 have put forth.

21 Thank you very much. Have a good weekend. Maybe
22 I'll see you down the road.

23 (Whereupon, the jury exits the courtroom at
24 4:10 p.m.)

25 THE COURT: We're going to step back and take a

JURY CHARGE

1 look at this, and we'll come back and wrap this up.

2 MR. TAYLOR: Your Honor, I do believe they are
3 right. It does says the greater of three times. I
4 apologize.

5 THE COURT: All right. So all we have to do is
6 review the punitives pursuant to the Gamble Factors,
7 correct?

8 MS. GOLDING: Right. Correct.

9 THE COURT: Let me talk to her real quick.

10 (A brief pause in the proceedings.)

11 THE COURT: Let's take a look at the Gamble
12 Factors. I haven't prepared anything. I've been
13 hearing this thing myself, and I'll just wing it as I
14 see it.

15 Taking into account the fact that the jury,
16 obviously, thought it was serious enough to make
17 punitives pretty significant, so the first thing we
18 need to look at is defendants' degree of culpability.
19 Are they responsible for the fault, or whatever it is
20 they did?

21 You know, listening to everything I heard and
22 kind of looking at it from the point that I think that
23 the jury looked at it, I kind of felt like, in my
24 opinion, that one of the tenants, I think the Richard
25 Aquino, he had issues with the plaintiff. It appears

JURY CHARGE

1 that possibly he used his power on the board, along
2 with the other members of the board, to come in here
3 and do something that would actually hurt the
4 plaintiff, to pull his property away and to penalize
5 him based on, maybe, water coming down on his balcony,
6 people dragging furniture across the floor, what have
7 you. It does look like, quite possibly, they had
8 nefarious dealings to hurt the plaintiff. So I think
9 they are culpable.

10 The duration of the conduct. It wasn't a single
11 isolated event. They went in there, they had meetings,
12 excluded the plaintiff. They went out after the
13 lawsuit was filed and hired the safety expert. It
14 looks like they did all of this stuff to beef up their
15 claim to take his property. It just doesn't make sense
16 that thinking that anyone would build a glass house as
17 a penthouse on the top of a hotel and intend of all of
18 the surrounding properties to be public to it. That
19 just seems ridiculous. I agree with the architect in
20 that regard.

21 The defendant's awareness or concealment. They
22 were aware what they were doing. This went on for
23 awhile. There were meetings. There were plans. I
24 think they were aware.

25 The existence of similar past conduct. There is

JURY CHARGE

1 none that I know of. It didn't come up in this trial.

2 The likelihood that the award would deter others
3 from such conduct. Well, if what I'm saying is true,
4 and it seems that the jury saw it that way, and other
5 HOAs hear that this has happened, they are going to be
6 reluctant to use their personal dealings -- to use the
7 HOA for personal reasons, for whatever. I think it
8 could deter other HOAs in the future.

9 Whether the award is reasonably related to the
10 harm. Well, right now at \$200,000 it is ten times the
11 harm, which is pretty high. I think there is case law
12 out there that puts it around somewhere at nine or ten
13 as the cap. So it is on the high end of the cap.

14 The defendants' ability to pay. There hasn't
15 been a whole lot in the record in that regard, but they
16 have enough money to buy oceanfront condos on the beach
17 and motorhomes and retire.

18 Other factors deemed appropriate. I don't know
19 what else there is that would be appropriate, but I am
20 going to reduce the punitive damages to eight times,
21 which is \$160,000. I think that is still significant.
22 That does send a message, but it pulls it in from that
23 high-end cap that our legislatures do not want to
24 happen.

25 So that is just my thought, okay.

JURY CHARGE

1 Anything else we need to take up?

2 MS. GOLDING: No. I appreciate the Court giving
3 us the ten days for post-verdict motions.

4 THE COURT: That will work. Have a good weekend.

5 MS. GOLDING: Thank you, Your Honor.

6 (Whereupon, the trial of Marshall Griffin versus
7 Tony Giovino, Carter Tackett, Richard Aquino, Bill
8 West, and Shoreham Towers Homeowners Association
9 concluded.)

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CERTIFICATE OF REPORTER

State of South Carolina)

County of Horry)

I, Natalie Dahl, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Horry County, South Carolina, on the 30th day of January through the 3rd of February, 2023.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

April 20, 2023

CERTIFIED ORIGINAL BY Natalie Dahl

Natalie Dahl, RPR

Court Reporter

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) IN THE COURT OF COMMON PLEAS

Marshall Griffin,) C/A NO.:2019-CP-26-06550
Plaintiff,)
vs.) Videotaped Videoconference
Deposition
For Use At Trial
Of
Tony Giovano, Carter Tackett,)
Richard Aquino, Bill West,) Dave Young
and Shoreham Towers)
Homeowners Association,)
Defendants.)

Videotaped videoconference deposition of Dave Young, taken pursuant to the South Carolina Rules of Civil Procedure, commencing at the hour of 3:31 p.m., Monday, December 12th, 2022.

Reported by
Cheri B. Williams, CVR-M

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ROA 00983

APP 000998

Appearances

For the Plaintiff: John M. Grantland, Esquire
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Post Office Box 6648
Columbia, SC 29260

For the Defendants: Henrietta U. Golding, Esquire
Burr & Forman, LLP
2411 N. Oak Street
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Myrtle Beach, SC 29577

The Videographer: Ed Bates

Also Present: Richard Aquino
Bill West

Index

Stipulations.	4
Direct examination by Mr. Grantland	4
Cross-examination by Ms. Golding.	18
Redirect examination by Mr. Grantland	34
Errata Sheet.	37

Exhibits

Defendants' Exhibit No. 1, Master Deed; 56 pages.

Defendants' Exhibit No. 2, Warranty Deed; five pages.

Court Reporter's Note: This transcript may contain quoted material. Such material is reproduced as read or quoted by the speaker. Double hyphens (--) denote interruption of speech, incomplete sentence/phrase, or trailing off. [ph] denotes phonetically written. [sic] denotes written as spoken.

1 Stipulations

2 The reading and signing of this videotaped
3 videoconference deposition is reserved by the
4 deponent and counsel for the respective
5 parties.

6 The Videographer: Today's date is
7 December 12th, 2022, and the time is now
8 approximately 3:31 p.m. This is the video
9 deposition of Mr. Dave Young taken by counsel
10 for the plaintiff. The location is a Zoom
11 videoconference. My name is Ed Bates, legal
12 videographer representing myself. The court
13 reporter is Cheri Williams. This deposition
14 is taken in the matter of Mike -- Marshall
15 Griffin v Tony Giovano, Carter Tackett,
16 Richard Aquino, Bill West, and Shoreham Towers
17 Homeowners Association HOA. The case number
18 is 2019-CP-26-06550. Counsel, please
19 introduce yourself for the record.

20 Mr. Grantland: My name is John Grantland,
21 and I represent the plaintiff.

22 Ms. Golding: I'm Henrietta Golding. I
23 represent the individual defendants who Mr.
24 Griffin has sued as well as the homeowners
25 association.

26 The Videographer: Thank you. Ms. Court

1 Reporter, will you please swear in the
2 witness.

3 Whereupon,

4 Dave Young, being duly sworn and cautioned to
5 speak the truth, the whole truth, and nothing
6 but the truth, testified and deposed as
7 follows:

8 Direct Examination

9 By Mr. Grantland:

10 Q Mr. Young, good afternoon. As you know, my name is
11 John Grantland. I represent Marshall Griffin in a
12 lawsuit against members of the Shoreham Towers HOA
13 and the HOA Association. I've asked to take your
14 deposition because you've been a longtime owner of
15 a unit at Shoreham Towers, and I believe you've
16 also rented from Marshall in the past. You're in
17 North Carolina, and this case is in Horry County,
18 and that's why I'm taking your deposition by video
19 to use at trial, if necessary. I will say that
20 although we're all on Zoom, I believe I can speak
21 for Ms. Golding when I -- when I say that if you
22 cannot hear us or if you cannot understand us to
23 please let us know. And if we can't understand you
24 or hear you, we will let you know, okay?

25 A Okay.

26 Q Okay. But if at anytime you don't hear either --

1 either one of us, please let us know. Also, it'll
2 be very important that you allow me to finish to
3 answer -- to ask you a question, and I'll allow you
4 to respond. And if Ms. Golding has an objection,
5 we -- we both need to let her put her objection on
6 the record, so no one is talking over -- over the
7 other person. Does that makes sense?

8 A Yes.

9 Q Okay. Great. Let me start with some background
10 information. What is your name for the record?

11 A David Young.

12 Q And, Mr. Young, where you from?

13 A I live in Raleigh, North Carolina.

14 Q What do you do for a living?

15 A I'm retired for about ten years.

16 Q Okay. What are you retired from?

17 A I worked for a company called Nortel Networks,
18 telecommunication equipment manufacturer.

19 Q Yes, sir.

20 A I had a variety jobs there. I worked there 35
21 years.

22 Q Yes, sir. And do you own a unit at Shoreham Towers
23 in North Myrtle Beach?

24 A Yes, I do.

25 Q And how long have you owned a unit at Shoreham
26 Towers?

1 A I owned 7-D from 1998 until June of 2022, and then
2 we sold it and bought 7-E in June of '22.

3 Q Okay. And so you're a member of the homeowners
4 association?

5 A Yes.

6 Q And do you know Marshall Griffin and Mr. Aquino and
7 Mr. Giovano, Mr. West and Mr. Tackett?

8 A Yes.

9 Q So you know both sides of this case?

10 A Pretty much. I think there's probably still some
11 unanswered questions, but I'm waiting to see.

12 Q Yes, sir. And do you understand what the law --
13 what the dispute is about in this case?

14 A Yes.

15 Q So from 1998 when you first owned a unit until
16 2019, how did access to the rooftop work?

17 A My understanding and what I saw was the elevator
18 was locked, had a key that you had to turn to hit a
19 button to go up to the tenth floor. And if someone
20 needed access, they worked it through the
21 management company. Typically a heating and air
22 conditioning sort of an issue.

23 Q So if you needed to get to the roof to check on
24 your air conditioning, what did you do?

25 A I dealt with Dew's, so Dew's had a relationship
26 with White Realty, and they would make arrangements

1 to get up to the top.

2 Q Okay. Now, Mr. Young, between 1998 and 2019, did
3 you ever go up to the rooftop penthouse terrace
4 outside the condo?

5 A I believe I was on the very top roof. There was an
6 AC issue because of a hurricane. It blew some
7 units over on top, so I went up with the AC guy to
8 take a look at what we had to do to get them fixed.

9 Q Other than -- other than that one time, did you
10 ever actually go up to the terrace outside the
11 condo?

12 A I did not.

13 Q And why is that?

14 A It was secure access, and I had no need to go -- go
15 there.

16 Q Was it your understanding that the terrace was
17 restricted?

18 Ms. Golding: Object to the form of the
19 question. And you're also leading the
20 witness. And if you're attempting to vary the
21 terms of master deed, which apparently you're
22 trying to do, I would also object as being in
23 violation of the parol evidence rule.

24 Q You can answer the question, Mr. Young. We'll --
25 the lawyers and I will deal with the objections in
26 front of the judge later.

1 A So repeat the question again.

2 Q Was it your understanding that the terrace area was
3 restricted?

4 A Yes.

5 Q In the 20-plus years you owned a condo at Shoreham
6 Towers, did you ever consider the terrace outside
7 the rooftop penthouse to be common like the
8 swimming pool?

9 A No.

10 Ms. Golding: Object to the form of the
11 question. You're attempting to vary the terms
12 of the master deed, and you are also leading
13 questions -- asking a leading question.

14 Q You can answer the question, Mr. Young.

15 A I said no.

16 Q Okay. How about the elevator to the tenth floor?
17 Between 1998 and when you -- when you moved in in
18 2019, how did the elevator to the tenth floor work?

19 A You had to have a key to get to the tenth floor.

20 Q Yes, sir. Now, in 2019, did you attend a
21 homeowners association meeting where this lawsuit
22 was discussed?

23 A I did.

24 Q What happened at that meeting?

25 A Towards the end of the meeting, there was a bit of
26 information shared that there was a lawsuit in

1 progress. There were some changes to the, I guess,
2 rules and regulations around access to the rooftop,
3 and not much else was said. I guess the point was
4 made that it's in litigation, couldn't talk about
5 it.

6 Q And who did you speak to you after the meeting?

7 A I had a quick conversation with Carter Tackett and
8 asked Carter, you know, what's -- what's going on,
9 you know, and he said basically we're going to open
10 the rooftop up, treat it like a pool area. And I
11 basically said well, I don't think anybody wants to
12 go up there, and he said no, I think there's ones
13 that does. So that was kind of the end of the
14 conversation.

15 Q So did Mr. Tackett specifically tell you that the
16 board was changing the rules to open up the
17 rooftop?

18 Ms. Golding: Object to the form of the
19 question. You're leading the witness.

20 Q Again, what, if anything, did Mr. Tackett say about
21 whether they were -- the board was changing the
22 rules?

23 A Well, I think the -- the board -- before I talked
24 with Carter, the board basically said the rules had
25 been changed. They were posted on the HOA website,
26 and we could go take a look at it, but they

1 couldn't talk about it.

2 Q Okay. So he told you the rules had been changed,
3 and then what did he say about opening up the
4 rooftop?

5 A That the owners could basically go up and use that
6 facility like the -- the pool.

7 Q Okay. And what was -- what was your response to
8 Mr. Tackett?

9 A I told him I didn't think that's something the
10 owners wanted to do.

11 Q And what did Mr. Tackett say to you?

12 A He said there's one that does and left it at that.
13 He wouldn't talk anymore, so ...

14 Q Who was the person Mr. Tackett was talking about
15 who wants to go up to the roof?

16 Ms. Golding: Object to the form the
17 question. He has already testified he did not
18 identify that person.

19 Q Mr. -- Mr. Young, you can answer the question. Do
20 you know who Mr. Tackett was talking about?

21 Ms. Golding: Object to the form of the
22 question. He's already testified he did not -
23 - that Mr. Tackett did not make a response or
24 provide that information.

25 Q Please answer the question, Mr. Young, if you know.

26 A So well, I found out later. I guess --

1 Q Yes, sir.

2 A -- through some conversation, I was -- actually run
3 into Marshall the next morning in the parking lot,
4 and we talked about it. He wouldn't talk either
5 because of the litigation issue. He suggested I
6 call Will Grooms if I wanted to get the details on
7 what's going on. So I did give Will a --

8 Ms. Golding: I object to this testimony
9 as being hearsay. It's improper.

10 Q Was Mr. Grooms on the HOA board?

11 A He was in 2018, and then he was voted off the board
12 in 2018.

13 Q Okay. And who did you learn was the one board
14 member who wants to go up on the rooftop terrace?

15 Ms. Golding: Object to the form of the
16 question. You're seeking hearsay information.
17 You've asked it four different times in four
18 different ways, and it's improper for this
19 witness to testify because he's already said
20 he did not know.

21 Q Please answer the question, if you know, Mr. Young.

22 A So after talking to Will, Will basically said that
23 Richard --

24 Ms. Golding: I'm going to object. Mr.
25 Young, you can't testify as to what a third
26 party tells you. That's hearsay.

1 Mr. Grantland: And, Henri, I'm -- we can
2 discuss this in front of the judge, but I'm --
3 at least let me elicit his testimony, and then
4 we can discuss --

5 Ms. Golding: He needs to know. He needs
6 to know that what he's saying is hearsay since
7 he -- I'm not going to say anything more.

8 Q Did -- who is the one board member that you are
9 aware of who wants to go up on the rooftop terrace,
10 Mr. Young?

11 Ms. Golding: Object to the form of the
12 question. It's hearsay. Mr. Young, I
13 apologize. I have to object to each one of
14 his questions. That's my --

15 A I understand.

16 Ms. Golding: If I don't -- if I -- okay.
17 Thank you.

18 Q You can answer.

19 A I can answer?

20 Q Yes.

21 A So based on my conversation with Will Grooms, he
22 indicated that Richard had brought the issue of the
23 terrace being, I guess, common in -- sometime in
24 probably 2018, I'm assuming, while he was
25 president, and he had dismissed it. So from that I
26 gathered it was Richard that brought the issue.

1 Q Okay. Now, in 2019, late 2019, did you rent the
2 rooftop penthouse from Marshall?

3 A Yeah. I actually mentioned it to Marshall when I
4 saw him there in the parking lot. We were
5 contemplating a trip with some friends that I used
6 to work with, and we wanted a bit more room. And I
7 mentioned to Marshall we might want to rent it, so
8 he had sent me the link to his rental information.
9 So I think in December we decided to go forward
10 with a trip like August 15th week or so. Two
11 friends from Texas, one in San Antonio and one in
12 Dallas, they had scheduled to come up that week.
13 And then about a week later, we decided -- my kids
14 got together and said well, let's rent it the week
15 before that, so we ended up renting two weeks.

16 Q And what is -- what is -- what was it about the
17 rooftop penthouse that you liked and why you wanted
18 to rent it?

19 A Well, we wanted more space. That was number one.
20 It was a private area, that we liked that idea.
21 And we liked that, you know, it opened us out into
22 the terrace to be able to enjoy the -- the area out
23 there.

24 Q Did you like the furniture on the terrace?

25 A Pictures looked great. We found out maybe a month
26 or so prior to our visit that the furniture had

1 been taken away, so that wasn't there.

2 Q So that was my next question. What happened when
3 you actually rented the -- the unit in -- I guess
4 was this 2020?

5 A 2020. So probably, like I said, about a month
6 ahead Marshall had called and said hey, that things
7 have changed. The -- we don't need a key to get up
8 the elevator. The furniture has been removed, and
9 there's some pool furniture up there, the yellow
10 recliners.

11 Q And was that what you observed when you -- when you
12 rented the unit?

13 A That's not what I saw when I rented, no.

14 Q What was there when you rented the unit?

15 A It had a table with high top chairs, several chairs
16 around the outside and a nice umbrella.

17 Q So -- but when you actually rented it 2020, was --
18 was the nice furniture on the terrace, or had it
19 been removed?

20 A It had been removed.

21 Q Okay. So what was left on the terrace while you
22 were there, when you rented the unit?

23 A It was replaced with some recliners, several
24 recliners like we have around the pool area, yellow
25 recliners.

26 Q Okay. What about the elevator? Was it private, or

1 was it open access?

2 A It was -- it was open access.

3 Q Did you have any privacy on the terrace, or -- or -
4 - or had -- or were there people up there while you
5 were present?

6 A The first week I was there with my kids and
7 grandkids didn't see anybody.

8 Q Okay.

9 A Certainly if somebody came up the elevator, you
10 know, the door to the unit is glass, half glass, so
11 you could -- you could look in. Didn't see
12 anybody. The second week I saw Richard and, I
13 guess, a maintenance fellow and Carter inspecting.
14 Looked like they were looking for leaks or drain
15 problems. I'm not sure what it was, but I went
16 talked to him a few minutes.

17 Q Did you talk to or complain to Marshall about the
18 change in the furniture and the change in the
19 elevator?

20 A No. We knew up front that had happened. We knew
21 why it happened, so we didn't -- we didn't
22 complain.

23 Q Now, did you rent again in 2021?

24 A We did not. We rented in 2022.

25 Q Okay. 2022. How -- how was your experience in
26 2022?

1 A The elevator was secure. The furniture was back.
2 It was like it was advertised on the website.

3 Q And did you have comfortable furniture to sit in?

4 A Comfortable furniture. And, more importantly,
5 these fellows that came were my age. They didn't
6 need to be in the sun, so we had an umbrella.

7 Q Yes, sir. And that was important to you to have
8 that umbrella?

9 A Yeah. For -- for this group, it was very
10 important.

11 Q Yes, sir. Did y'all have -- how was your privacy
12 on the terrace? Did -- did it -- did you have
13 anyone come and going?

14 A Nope. No issues.

15 Q Okay. Other than the -- Mr. Aquino and the current
16 board, Mr. Young, do you know of any other
17 homeowners who want to use the rooftop terrace as a
18 common area?

19 A I don't know of any. I haven't talked to
20 everybody, but I've talked to a few, and it didn't
21 seem to be something that folks wanted to do.

22 Q And, again, from 1998 to 2019, how was this terrace
23 area outside the penthouse treated?

24 Ms. Golding: Object to the form of the
25 question.

26 Q You may answer.

1 A It was private.

2 Q Now, if the rules are changed back to where they
3 were in 2020, Mr. Young, would you rent this condo
4 and terrace again?

5 A I would not because of the -- the umbrella issue.
6 It'd be a problem with the folks that are older.

7 Q Yes, sir.

8 A The younger crowd might be okay with it, but not --

9 Q Yes, sir.

10 A -- something I want to do.

11 Q Now, is everything you've said in this deposition
12 the truth to the best your knowledge?

13 A Yes.

14 Mr. Grantland: Okay. Please answer any
15 questions Ms. Golding may have.

16 The Witness: Okay.

17 Cross-examination

18 By Ms. Golding:

19 Q Hello, Mr. Young.

20 A Hi.

21 Q The first -- the first unit you had, I believe, you
22 said you bought sometime in 1998?

23 A Yes.

24 Q And that was unit 7-D?

25 A Correct.

26 Q And when you bought unit 7-D, you became a member

1 of the homeowners association, is that correct?

2 A Correct.

3 Q Okay. And when you bought in 1998, did you receive
4 a copy of the master deed?

5 A I do have one somewhere, yes.

6 Q Okay. And have you read the master deed?

7 A I'm sure I've scanned it a couple times, but, you
8 know, I'm not an expert.

9 A I'm not asking you to be an expert, but you will
10 agree as a homeowner since 1998 you were obligated
11 to observe and abide by all the terms and
12 conditions in the master deed? Would you agree
13 with that?

14 A Yes.

15 Q Okay. And there are, what, 40 units in Shoreham
16 Towers?

17 A Yes.

18 A Okay. And I have as an exhibit the master deed.

19 Ms. Golding: Madam Court Reporter, can
20 you present that to the witness?

21 The Court Reporter: Give me one moment,
22 please.

23 Ms. Golding: Thank you. I'll tell you,
24 Madam Court Reporter, I'm going to throw you
25 off here. Would you first please present the
26 warranty deed? I apologize. And then we'll

1 go into the master deed.

2 The Court Reporter: Can you see that?

3 Q Yes. Mr. Young, can you see the warranty deed
4 that's in front of you?

5 A I can see it. I can't read it.

6 Ms. Golding: Okay. Can you put some --
7 can -- Madam Court Reporter, can you make the
8 print a little larger?

9 A I'm on my phone. I'm on a phone, right, so it's --
10 let's see if I can do something here.

11 Q What do you mean you're on the phone?

12 A I'm using my iPhone.

13 Q Oh, my goodness.

14 A I don't have a camera on my PC. Yeah, so you're
15 going to have to point out what you want to talk
16 about because I can't read that.

17 Q Okay. On your warranty deed and where it follows
18 the description, that's the indented part, it says
19 dwelling number 7-E of Shoreham Tower. Do you see
20 that?

21 A I do not, but I'll take your word for it.

22 Q You're currently the owner of 7-E at Shoreham
23 Towers?

24 A Correct.

25 Q And it's defined as the word dwelling. Your unit
26 that you own is the word dwelling, is that correct?

1 A That's my understanding, yes.

2 Q Okay. And the next paragraph it says subject to
3 all the provisions of the aforesaid master deed and
4 exhibits. Do you see that?

5 A Yes.

6 Q Okay. And I hate to say this, but with the iPhone
7 it may be a little difficult.

8 Ms. Golding: Now, Madam Court Reporter,
9 I'm going to ask you to go to the master deed.

10 Q Now, can you see the master deed? Well, it's not
11 up yet.

12 The Court Reporter: Hang on.

13 A That's all right. I got my neighbor outside trying
14 to come in. Can you hold on a second?

15 Q Certainly.

16 The Videographer: Do you want to go off
17 the record for a moment, or --

18 Ms. Golding: No, sir.

19 The Videographer: Okay. Thank you.

20 The Court Reporter: Sorry. I'm trying to
21 get it up here.

22 Ms. Golding: Sure.

23 A Sorry about that.

24 The Court Reporter: That's okay.

25 Q That's quite all right.

26 The Court Reporter: I'm still working on

1 the exhibit. I'm sorry. I normally don't do
2 the sharing. Sorry. I've got it on my
3 screen. I just don't -- I can't get it to
4 share. There you go.

5 Ms. Golding: Okay. Thank you.

6 Q Mr. Young, I'm going to ask you -- the first thing
7 I want to say is going to Article III, Dwelling and
8 Common Elements. That's on page three. Okay. You
9 can stop there. Now, Mr. Young, you see that under
10 the master deed there are two components to
11 Shoreham Towers. One is dwelling and the other
12 common elements. Do you agree with that?

13 A Yes.

14 Q Okay. And you understand common elements, do you
15 not?

16 A Parking lot, pool, I guess hallways. All that's
17 common elements, I believe.

18 Q Okay. Common elements are owned by all the 40 unit
19 owners, is that correct?

20 A Correct.

21 Q And each unit owner has a percentage ownership in
22 the common elements, is that correct?

23 A Yes. Based on -- I guess it was set by price. I'm
24 not sure how it was set, but that's -- that's the
25 assessments that are made, too, right?

26 Q Yeah. And your assessments are based upon your

1 percentage of the common elements, is that correct?

2 A Correct.

3 Q Okay. And do you recall if you currently have a

4 percentage of 2000 -- of 2.6456 ownership interest

5 in the common elements?

6 A That sounds correct, yes.

7 Q Okay. And you're assessed on that percentage, is

8 that correct?

9 A Yes.

10 Q Okay. And with respect to the unit that you own,

11 now it's 7-E, the unit that you own, what you own

12 is inside the walls of your unit, is that correct?

13 A Correct.

14 Q You don't own outside the walls of your unit, is

15 that correct?

16 A Correct.

17 Q Okay. And, in fact, there's not another unit owner

18 in Shoreham Towers that owns outside the walls of

19 their dwelling unit, is that correct?

20 A That's my understanding, yes.

21 Q Okay. And that's also true for Marshall Griffin

22 and the penthouse unit, is that correct?

23 Mr. Grantland: Object to the form.

24 Q Go ahead and answer, Mr. Young.

25 A Yeah. That was -- that's a tough one because

26 there's -- he doesn't really have the same

1 configuration as the rest of the units. So I'm not
2 sure what the intent was when the building was
3 built.

4 Q Okay. Well, if the master deed gives Mr. Marshall
5 a percentage interest of 4.3216, and that's based
6 upon his square footage of a little over 2600, that
7 would be inside the walls of his unit, is that
8 correct?

9 Mr. Grantland: Object to the form of the
10 question.

11 Q Mr. Young?

12 A So I didn't realize the assessment was based on
13 square footage. I thought it was based on the
14 sales price at the time that the building was
15 built. That's what I saw.

16 Q Well, in the master deed it defines the square
17 footage of the penthouse, does it not? The tenth
18 floor penthouse. Do you recall that?

19 A I do not. What I recall was a table that showed
20 the pricing of the units, each stack, and the
21 percentage of the assessment that was associated
22 with the price.

23 Q Right. And with respect to the square footage of
24 the penthouse, the tenth floor penthouse, are you
25 aware of its square footage?

26 Mr. Grantland: Object to the form.

1 A I am not.

2 Q Okay. And what -- are you aware that the
3 penthouse, the tenth floor penthouse, square
4 footage does not include any part of the roof
5 terrace?

6 Mr. Grantland: Object to the form.

7 Q Go ahead, Mr. Young.

8 A I'm not aware of that, no.

9 Q Okay. And with respect to the elevator lobby, are
10 you aware that the elevator up to the tenth floor
11 is a common element?

12 Mr. Grantland: Object to the form.

13 Q Are you aware of that, Mr. Young?

14 A I am not. I'm not sure how it was set up.

15 Q Okay. Well, let me direct your attention --

16 Ms. Golding: I hate to say this. Go to
17 Exhibit A, which is way down. It is -- it
18 doesn't have a page number other than it is
19 Book 802, Page 334. You're in -- can you keep
20 going back on it? Keep going back. Keep
21 going back. A little bit more. I think the
22 next page. Okay. Keep going back. It should
23 be here close. Now we've gone too far.

24 The Court Reporter: Okay.

25 Ms. Golding: We -- we need to go -- we've
26 gone too far.

1 The Court Reporter: Too far --

2 Ms. Golding: It's Exhibit A. It's right
3 past this area. It should be the next page.

4 Yeah. Exhibit A.

5 Q In Exhibit A -- do you see Exhibit A in front of
6 you, Mr. Young?

7 A Yes, I do.

8 Q Okay. In Exhibit A, it has in the third paragraph
9 -- it's somewhat highlighted. It says -- you see
10 the area that someone highlighted and start little
11 below the middle of that paragraph, the third?

12 A Yes, I do.

13 Q It says the rooftop penthouse dwelling on the tenth
14 floor contains approximately 2,600 square feet.
15 Did I read that correctly?

16 A Yes.

17 Q Okay. And this 2,630 square feet, using your
18 common sense, that doesn't include the rooftop
19 terrace, does it?

20 Mr. Grantland: Object to the form.

21 Q Mr. Young, you can answer.

22 A Doesn't include all the rooftop, no, but there's a
23 portion in front of the sliding doors, and I'm not
24 sure if it includes that or not.

25 Q Okay. And then go to the next paragraph. In the
26 next paragraph, sort of in the middle again, it has

1 access to the rooftop penthouse dwelling on the
2 tenth floor is provided from an elevator lobby,
3 which is a common area. Do you see that?

4 A Yes.

5 Q Did you know that that elevator lobby was a common
6 area?

7 A I did not.

8 Mr. Grantland: Object to the form.

9 Q I'm sorry. I didn't hear you, Mr. Young.

10 A I did not.

11 Q And do you know that your assessments are used to
12 pay for the common areas that are on the rooftop?

13 A I would say yes. I mean, the roof has been
14 replaced, so that was paid for by assessments, so
15 ...

16 Q And with respect to the -- and the part that's been
17 replaced, that's the roof terrace area all around
18 the -- the penthouse, is that correct?

19 A I assume so, yes.

20 Q And that was paid for by the homeowners
21 association, is that correct?

22 A Correct.

23 Q Okay. And so your ownership interest is part of
24 that whole roof terrace since that's a common
25 element, is that correct?

26 Mr. Grantland: Object to the form.

1 Q You can answer the question.

2 A So obviously it's common because it keeps the rain
3 out of the rest of the units, right, so I agree
4 with that.

5 Q Okay. And to your knowledge, Mr. Griffin doesn't
6 pay a penny for the rooftop area other than through
7 his assessments, is that correct?

8 Mr. Grantland: Object to the form.

9 Q You can answer that.

10 A I assume it is. I don't know.

11 Q Okay. Now, when you paid Mr. Griffin for renting
12 the rooftop penthouse, did you ask him if any of
13 the rent that you paid him would go to the
14 association due to the tenants use of the rooftop
15 terrace?

16 A No.

17 Q To your knowledge, has Mr. Griffin ever shared any
18 of the rental he got from his unit with the
19 association?

20 A Only for dues, I'm assuming.

21 Q And with respect to taxes, do you pay Horry County
22 property taxes on your unit?

23 A Yes.

24 Q Do you know Mr. Griffin only pays property taxes on
25 his unit, not part of any of that terrace?

26 Mr. Grantland: Object to the form of the

1 question.

2 Q Did you know that?

3 A Yeah. I'm not sure how -- what his taxes are based

4 on.

5 Q Okay.

6 A Other than the value of the property.

7 Q And with respect to -- you said you went to the

8 website and saw advertisement for Mr. -- Mr.

9 Griffin's unit? Did you see that?

10 A Say again.

11 Q You testified earlier that you saw some

12 advertisement. You went to the website and saw

13 Mr. Griffin's advertisement of the unit, is that

14 correct?

15 A Correct. He's listed on VRBO.

16 Q Yeah. And in that advertisement, he holds out as

17 being the owner of the rooftop terrace, does he

18 not?

19 A Yes.

20 Q In fact, isn't that misleading and false?

21 Mr. Grantland: Object to the form.

22 Q If he is not the owner of the rooftop terrace, his

23 advertising is false, is that not correct?

24 Mr. Grantland: Object to the form.

25 Q You answer, Mr. Young.

26 A So I'm not sure who owns what. That's what this is

1 all about, so --

2 Q Yeah. I understand, but my question was --

3 A -- we'll find out.

4 Q I'm sorry. My question was if he, in fact, did not
5 own that rooftop terrace, including that elevator
6 lobby area, his advertisement on the Airbnb would
7 be false, is that not correct?

8 Mr. Grantland: Object to the form. The
9 witness already testified that he doesn't
10 know.

11 Q Go ahead and answer the question, Mr. Young.

12 A So if -- if that's the way it goes, then you're
13 correct.

14 Q Okay. Now, I want you to look at article seven in
15 the master deed, and that is on page four, I think.

16 The Court Reporter: Is that what you're
17 looking for?

18 Ms. Golding: Page four. No.

19 The Court Reporter: This is page four.

20 Ms. Golding: Article -- it's Roman number
21 article page four. It has perpetual non-
22 exclusive easement.

23 Mr. Grantland: Is there a Bates stamp,
24 Henri?

25 Ms. Golding: I don't have it on my -- on
26 my document. I think you need to keep on

1 going. It's article seven.

2 The Court Reporter: Seven.

3 Ms. Golding: Yeah.

4 The Court Reporter: Right there?

5 Ms. Golding: Okay. Right there. Yeah,
6 you just passed it.

7 Q Mr. Young, we have article seven here. It says
8 perpetual non-exclusive easement in common areas.
9 Do you see that?

10 A Well, it's like the very bottom on there?

11 Q Yes, sir.

12 A Okay. Yeah, I see it.

13 Q Okay. And that says that in the common elements
14 each owner of a unit in the condominium has a
15 perpetual non-exclusive easement in the common
16 areas, is that correct?

17 Mr. Grantland: Object to the form.

18 Q Can you read article seven?

19 A Yeah. That's what it says.

20 Q Okay. And since all the common areas are subject
21 to a perpetual non-exclusive easement means every
22 unit owner can use the common areas, is that
23 correct?

24 Mr. Grantland: Object to the form.

25 Q Go ahead, Mr. Young.

26 A I would assume that's correct, yes.

1 Q Okay. And so when you earlier testified about some
2 unit owners coming to the rooftop, according to the
3 master deed, they have that right, is that not
4 correct?

5 Mr. Grantland: Object to the form.

6 Q Go ahead and answer, Mr. Young.

7 A That's correct.

8 Q Okay.

9 A I just said I didn't know anybody that wanted to do
10 that.

11 Q But that's -- that's some -- that's a unit owner's
12 prerogative, whether they do or don't, isn't that
13 correct?

14 A I think so, yes.

15 Q And to your knowledge, has this master deed at
16 Shoreham Towers ever been amended?

17 A I don't think it has. My understanding, it takes
18 all 40 unit owners to amend it, so ...

19 Q Okay. Now, earlier I think you were talking about
20 -- about regulations, the rules and regulations
21 passed by the homeowners association?

22 A Right.

23 Q The homeowners association has a right to pass
24 rules and regulations to govern the common
25 elements, doesn't it?

26 Mr. Grantland: Object to the form.

1 Q I'm sorry. Go ahead.

2 A Yeah. My understanding is yes, that's part of the
3 role of the HOA.

4 Q Okay. And as you earlier saw, the tenth floor
5 elevator lobby, that's a common element, so the
6 homeowners association would have a right to have
7 rules and regulations governing that common area,
8 is that not correct?

9 Mr. Grantland: Object to the form.

10 Q Mr. Young, you can answer.

11 A Correct.

12 Q And with respect to the elevator on the tenth
13 floor, that's a common element, isn't it?

14 A Based on this discussion, my understanding is
15 you're saying it is, so ...

16 Q Okay.

17 A I don't know.

18 Q Okay. And who owns the elevator that goes to the
19 tenth floor?

20 A We all do if it's common.

21 Q Who is we?

22 A Forty owners of the units in the building.

23 Q Okay. So if 40 owners own it, then it's a common
24 element, is that correct?

25 A Correct.

26 Q And so if it's a common element, the association

1 has the right to establish rules and regulations
2 regarding that elevator, does it not?

3 Mr. Grantland: Object to the form.

4 A Yes.

5 Q And if the association wanted to pass -- to remove
6 the key blocking access to all -- to 39 of the unit
7 owners, it has that obligation -- it can do that,
8 can it not?

9 Mr. Grantland: Object to the form.

10 Q Go ahead, Mr. -- answer that.

11 A Yes.

12 Q Okay. I'm checking my notes, Mr. Young. Just give
13 me a second.

14 A Okay.

15 Ms. Golding: I have no other questions.

16 Thank you, Mr. Young.

17 The Witness: Yep. Thank you.

18 Redirect Examination

19 By Mr. Grantland:

20 Q Mr. Young, I just have a few follow up.

21 Mr. Grantland: And, Cheri, you can bring
22 down -- take down the screen.

23 Q Mr. Young, from 1998 to 2019, how did the elevator
24 to the tenth floor work?

25 A It required a key access to press the button to go
26 up.

- 1 Q Okay. You were asked a lot of questions from --
2 from Ms. Golding about the elevator lobby. Do you
3 know if the master deed refers to the elevator
4 lobby as a first floor elevator lobby or the tenth
5 floor elevator lobby?
- 6 A No.
- 7 Q Do you know if it's even distinguished whether --
8 is there a -- is there an elevator lobby on the
9 first floor of the building?
- 10 A There's a lobby on the first floor, and then every
11 other floor up until you get to the tenth has just
12 a hallway access to the elevator.
- 13 Q Is there an elevator lobby on the first floor?
- 14 A Yes.
- 15 Q And do you know whether the master deed is
16 referring to the first or the tenth floor when it
17 says the elevator lobby is common?
- 18 A I do not.
- 19 Q And I didn't mean to test you on the master deed
20 today, but last question. Do you know if the
21 master deed says whether the terrace outside the
22 rooftop penthouse is common?
- 23 A I don't think it specifically does from what I saw,
24 so that's probably what we're here having this
25 discussion, right?
- 26 Q I think so.

1 Mr. Grantland: Thank you, Mr. Young. I
2 apologize for the test on the master deed, but
3 I appreciate your time today. Please answer
4 any questions Ms. Golding may have.

5 Ms. Golding: I have nothing further.
6 Thank you, Mr. Young.

7 Mr. Grantland: Thank you, Mr. Young.
8 Merry Christmas.

9 The Videographer: The videographer will
10 say this concludes the video deposition of
11 David Young. It is now off the record at 4:13
12 p.m.

13 (Whereupon the videotaped videoconference
14 deposition was concluded at 4:13 p.m.)

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Errata

Re: Marshall Griffin v. Tony Giovano, Carter Tackett,
Richard Aquino, Bill West, and Shoreham Towers
Homeowners Association

Deposition of: Dave Young

I wish to make the following changes for the following
reasons:

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Page# line# change: _____

_____ reason: _____

Page# line# change: _____

_____ reason: _____

Page# line# change: _____

_____ reason: _____

Signature: _____

Date: _____

INDEX YOUNGDAVE

A

abide

[1]:19:11,

ac

[2]:8:6, 8:7,

access

[10]:7:16, 7:20,

8:14, 10:2, 16:1,

16:2, 27:1, 34:6,

34:25, 35:12,

according

[1]:32:2,

advertised

[1]:17:2,

advertisement

[5]:29:8, 29:12,

29:13, 29:16, 30:6,

advertising

[1]:29:23,

aforesaid

[1]:21:3,

afternoon

[1]:5:10,

age

[1]:17:5,

agree

[4]:19:10, 19:12,

22:12, 28:3,

ahead

[8]:15:6, 23:24,

25:7, 30:11, 31:25,

32:6, 33:1, 34:10,

air

[2]:7:21, 7:24,

airbnb

[1]:30:6,

allow

[2]:6:2, 6:3,

although

[1]:5:20,

amend

[1]:32:18,

amended

[1]:32:16,

antonio

[1]:14:11,

anybody

[4]:10:11, 16:7,

16:12, 32:9,

anyone

[1]:17:13,

anytime

[1]:5:26,

apologize

[3]:13:13, 19:26,

36:2,

apparently

[1]:8:21,

appearances

[1]:2:0,

appreciate

[1]:36:3,

approximately

[2]:4:8, 26:14,

aquino

[6]:1:0, 2:2411,

4:16, 7:6, 17:15,

37:37,

area

[15]:9:2, 10:10,

14:20, 14:22, 15:24,

17:18, 17:23, 26:3,

26:10, 27:3, 27:6,

27:17, 28:6, 30:6,

33:7,

areas

[5]:27:12, 31:8,

31:16, 31:20, 31:22,

around

[4]:10:2, 15:16,

15:24, 27:17,

arrangements

[1]:7:26,

article

[7]:22:7, 30:14,

30:20, 30:21, 31:1,

31:7, 31:18,

ask

[4]:6:3, 21:9, 22:6,

28:12,

assessed

[1]:23:7,

assessment

[2]:24:12, 24:21,

assessments

[5]:22:25, 22:26,

27:11, 27:14, 28:7,

associated

[1]:24:21,

association

[16]:1:0, 4:17, 4:25,

5:13, 7:4, 9:21,

19:1, 27:21, 28:14,

28:19, 32:21, 32:23,

33:6, 33:26, 34:5,

37:37,

assume

[3]:27:19, 28:10,

31:26,

assuming

[2]:13:24, 28:20,

attempting

[2]:8:20, 9:11,

attend

[1]:9:20,

attention

[1]:25:15,

august

[1]:14:10,

aware

[6]:13:9, 24:25,

25:2, 25:8, 25:10,

25:13,

away

[1]:15:1,

B

background

[1]:6:9,

based

[8]:13:21, 22:23,

22:26, 24:5, 24:12,

24:13, 29:3, 33:14,

bates

[3]:2:2411, 4:11,

30:23,

beach

[2]:2:2411, 6:23,

became

[1]:18:26,

below

[1]:26:11,

between

[2]:8:2, 9:17,

bill

[4]:1:0, 2:2411,

4:16, 37:37,

bit

[3]:9:25, 14:6,

25:21,

blew

[1]:8:6,

blocking

[1]:34:6,

board

[9]:10:16, 10:21,

10:23, 10:24, 12:10,

12:11, 12:13, 13:8,

17:16,

book

[1]:25:19,

bottom

[1]:31:10,

box

[1]:2:0,

brought

[2]:13:22, 13:26,

building

[4]:24:2, 24:14,

33:22, 35:9,

built

[2]:24:3, 24:15,

burr

[1]:2:0,

button

[2]:7:19, 34:25,

C

camera

[1]:20:14,
carolina
[4]:1:0, 1:0, 5:17,
6:13,
carter
[7]:1:0, 4:15, 10:7,
10:8, 10:24, 16:13,
37:37,
cautioned
[1]:5:4,
certainly
[2]:16:9, 21:15,
chairs
[2]:15:15, 15:15,
change
[2]:16:18, 16:18,
changed
[4]:10:25, 11:2,
15:7, 18:2,
changes
[2]:10:1, 37:37,
changing
[2]:10:16, 10:21,
check
[1]:7:23,
checking
[1]:34:12,
cheri
[3]:1:0, 4:13, 34:21,
christmas
[1]:36:8,
civil
[1]:1:0,
close
[1]:25:23,
columbia
[1]:2:0,
comfortable
[2]:17:3, 17:4,
commencing
[1]:1:0,
common
[33]:1:0, 9:7, 13:23,
17:18, 22:8, 22:12,

22:14, 22:17, 22:18,
22:22, 23:1, 23:5,
25:11, 26:18, 27:3,
27:5, 27:12, 27:24,
28:2, 31:8, 31:13,
31:15, 31:20, 31:22,
32:24, 33:5, 33:7,
33:13, 33:20, 33:23,
33:26, 35:17, 35:22,
company
[2]:6:17, 7:21,
complain
[2]:16:17, 16:22,
components
[1]:22:10,
concluded
[1]:36:14,
concludes
[1]:36:10,
conditioning
[2]:7:22, 7:24,
conditions
[1]:19:12,
condo
[4]:8:4, 8:11, 9:5,
18:3,
condominium
[1]:31:14,
configuration
[1]:24:1,
consider
[1]:9:6,
contain
[1]:3:0,
contains
[1]:26:14,
contemplating
[1]:14:5,
conversation
[4]:10:7, 10:14,
12:2, 13:21,
copy
[1]:19:4,
correctly

[1]:26:15,
counsel
[3]:4:4, 4:9, 4:18,
county
[3]:1:0, 5:17, 28:21,
couple
[1]:19:7,
court
[20]:1:0, 3:0, 4:12,
4:26, 19:19, 19:21,
19:24, 20:2, 20:7,
21:8, 21:12, 21:20,
21:24, 21:26, 25:24,
26:1, 30:16, 30:19,
31:2, 31:4,
crowd
[1]:18:8,
current
[1]:17:15,
currently
[2]:20:22, 23:3,
D
dallas
[1]:14:12,
date
[1]:4:6,
dave
[5]:1:0, 1:0, 4:9,
5:4, 37:37,
david
[2]:6:11, 36:11,
deal
[1]:8:25,
dealt
[1]:7:25,
december
[3]:1:0, 4:7, 14:9,
decided
[2]:14:9, 14:13,
deed
[24]:8:21, 9:12,
19:4, 19:6, 19:12,
19:18, 19:26, 20:1,
20:3, 20:17, 21:3,

21:9, 21:10, 22:10,
24:4, 24:16, 30:15,
32:3, 32:15, 35:3,
35:15, 35:19, 35:21,
36:2,
defendants
[4]:1:0, 3:0, 3:0,
4:23,
defined
[1]:20:25,
defines
[1]:24:16,
denote
[1]:3:0,
denotes
[2]:3:0, 3:0,
deponent
[1]:4:4,
deposed
[1]:5:6,
deposition
[11]:1:0, 1:0, 4:3,
4:9, 4:13, 5:14,
5:18, 18:11, 36:10,
36:14, 37:37,
description
[1]:20:18,
details
[1]:12:6,
different
[2]:12:17, 12:18,
difficult
[1]:21:7,
direct
[3]:2:2411, 5:8,
25:15,
discuss
[2]:13:2, 13:4,
discussed
[1]:9:22,
discussion
[2]:33:14, 35:25,
dismissed
[1]:13:25,

dispute
[1]:7:13,
distinguished
[1]:35:7,
document
[1]:30:26,
door
[1]:16:10,
doors
[1]:26:23,
double
[1]:3:0,
down
[3]:25:17, 34:22,
34:22,
drain
[1]:16:14,
drive
[1]:2:0,
due
[1]:28:14,
dues
[1]:28:20,
duly
[1]:5:4,
dwelling
[8]:20:19, 20:25,
20:26, 22:7, 22:11,
23:19, 26:13, 27:1,
E
earlier
[4]:29:11, 32:1,
32:19, 33:4,
easement
[4]:30:22, 31:8,
31:15, 31:21,
ed
[2]:2:2411, 4:11,
element
[6]:25:11, 27:25,
33:5, 33:13, 33:24,
33:26,
elements
[10]:22:8, 22:12,

22:14, 22:17, 22:18,
22:22, 23:1, 23:5,
31:13, 32:25,
elevator
[26]:7:17, 9:16,
9:18, 15:8, 15:26,
16:9, 16:19, 17:1,
25:9, 25:10, 27:2,
27:5, 30:5, 33:5,
33:12, 33:18, 34:2,
34:23, 35:2, 35:3,
35:4, 35:5, 35:8,
35:12, 35:13, 35:17,
elicit
[1]:13:3,
ended
[1]:14:15,
enjoy
[1]:14:22,
equipment
[1]:6:18,
errata
[2]:2:2411, 37:37,
esquire
[2]:2:0, 2:0,
establish
[1]:34:1,
everybody
[1]:17:20,
evidence
[1]:8:23,
examination
[4]:2:2411, 2:2411,
5:8, 34:18,
exclusive
[1]:30:22,
exhibit
[10]:3:0, 3:0, 19:18,
22:1, 25:17, 26:2,
26:4, 26:5, 26:5,
26:8,
exhibits
[2]:3:0, 21:4,
experience

[1]:16:25,
expert
[2]:19:8, 19:9,
F
facility
[1]:11:6,
fact
[3]:23:17, 29:20,
30:4,
false
[3]:29:20, 29:23,
30:7,
far
[3]:25:23, 25:26,
26:1,
feet
[2]:26:14, 26:17,
fellow
[1]:16:13,
fellows
[1]:17:5,
few
[3]:16:16, 17:20,
34:20,
finish
[1]:6:2,
first
[11]:7:15, 16:6,
18:21, 18:21, 19:25,
22:6, 35:4, 35:9,
35:10, 35:13, 35:16,
five
[1]:3:0,
fixed
[1]:8:8,
floor
[21]:7:19, 9:16,
9:18, 9:19, 24:18,
24:24, 25:3, 25:10,
26:14, 27:2, 33:4,
33:13, 33:19, 34:24,
35:4, 35:5, 35:9,
35:10, 35:11, 35:13,
35:16,

folks
[2]:17:21, 18:6,
follow
[1]:34:20,
following
[2]:37:37, 37:37,
follows
[1]:20:17,
footage
[6]:24:6, 24:13,
24:17, 24:23, 24:25,
25:4,
forest
[1]:2:0,
form
[28]:8:18, 9:10,
10:18, 11:16, 11:21,
12:15, 13:11, 17:24,
23:23, 24:9, 24:26,
25:6, 25:12, 26:20,
27:8, 27:26, 28:8,
28:26, 29:21, 29:24,
30:8, 31:17, 31:24,
32:5, 32:26, 33:9,
34:3, 34:9,
forman
[1]:2:0,
forty
[1]:33:22,
forward
[1]:14:9,
found
[2]:11:26, 14:25,
four
[6]:12:17, 12:17,
30:15, 30:18, 30:19,
30:21,
friends
[2]:14:5, 14:11,
front
[6]:8:26, 13:2,
16:20, 20:4, 26:5,
26:23,
furniture

[9]:14:24, 14:26,
15:8, 15:9, 15:18,
16:18, 17:1, 17:3,
17:4,
G
gathered
[1]:13:26,
giovano
[4]:1:0, 4:15, 7:7,
37:37,
gives
[1]:24:4,
glass
[2]:16:10, 16:10,
goes
[2]:30:12, 33:18,
golding
[8]:2:0, 2:2411,
4:22, 5:21, 6:4,
18:15, 35:2, 36:4,
gone
[2]:25:23, 25:26,
good
[1]:5:10,
goodness
[1]:20:13,
govern
[1]:32:24,
governing
[1]:33:7,
grandkids
[1]:16:7,
grantland
[6]:2:0, 2:0, 2:2411,
2:2411, 4:20, 5:11,
great
[2]:6:9, 14:25,
griffin
[11]:1:0, 4:15, 4:24,
5:11, 7:6, 23:21,
28:5, 28:11, 28:17,
28:24, 37:37,
grooms
[3]:12:6, 12:10,

13:21,
group
[1]:17:9,
guess
[8]:10:1, 10:3,
11:26, 13:23, 15:3,
16:13, 22:16, 22:23,
guy
[1]:8:7,
H
half
[1]:16:10,
hallway
[1]:35:12,
hallways
[1]:22:16,
hang
[1]:21:12,
happened
[4]:9:24, 15:2,
16:20, 16:21,
hate
[2]:21:6, 25:16,
hear
[4]:5:22, 5:24, 5:26,
27:9,
hearsay
[5]:12:9, 12:16,
12:26, 13:6, 13:12,
heating
[1]:7:21,
hello
[1]:18:19,
henri
[2]:13:1, 30:24,
henrietta
[2]:2:0, 4:22,
hey
[1]:15:6,
hi
[1]:18:20,
high
[1]:15:15,
highlighted

[2]:26:9, 26:10,
his
[11]:13:3, 13:14,
14:8, 24:6, 24:7,
28:7, 28:18, 28:25,
29:3, 29:22, 30:6,
hit
[1]:7:18,
hoa
[6]:4:17, 5:12, 5:13,
10:25, 12:10, 33:3,
hold
[1]:21:14,
holds
[1]:29:16,
homeowner
[1]:19:10,
homeowners
[12]:1:0, 4:17, 4:24,
7:3, 9:21, 17:17,
19:1, 27:20, 32:21,
32:23, 33:6, 37:37,
horry
[3]:1:0, 5:17, 28:21,
hour
[1]:1:0,
hurricane
[1]:8:6,
hyphens
[1]:3:0,
I
idea
[1]:14:20,
identify
[1]:11:18,
iii
[1]:22:7,
important
[3]:6:2, 17:7, 17:10,
importantly
[1]:17:4,
improper
[2]:12:9, 12:18,
include

[3]:25:4, 26:18,
26:22,
includes
[1]:26:24,
including
[1]:30:5,
incomplete
[1]:3:0,
indented
[1]:20:18,
index
[1]:2:2411,
indicated
[1]:13:22,
individual
[1]:4:23,
information
[5]:6:10, 9:26,
11:24, 12:16, 14:8,
inside
[2]:23:12, 24:7,
inspecting
[1]:16:13,
intent
[1]:24:2,
interest
[3]:23:4, 24:5,
27:23,
interruption
[1]:3:0,
introduce
[1]:4:19,
iphone
[2]:20:12, 21:6,
issue
[6]:7:22, 8:6, 12:5,
13:22, 13:26, 18:5,
issues
[1]:17:14,
its
[1]:24:25,
J
jobs
[1]:6:20,

john
[3]:2:0, 4:20, 5:11,
judge
[2]:8:26, 13:2,
june
[2]:7:1, 7:2,
K
keep
[5]:25:19, 25:20,
25:20, 25:22, 30:26,
keeps
[1]:28:2,
key
[5]:7:18, 9:19, 15:7,
34:6, 34:25,
kids
[2]:14:13, 16:6,
kind
[1]:10:13,
knowledge
[4]:18:12, 28:5,
28:17, 32:15,
L
larger
[1]:20:8,
last
[1]:35:20,
late
[1]:14:1,
later
[3]:8:26, 11:26,
14:13,
law
[1]:7:12,
lawsuit
[3]:5:12, 9:21, 9:26,
lawyers
[1]:8:25,
leading
[4]:8:19, 9:12, 9:13,
10:19,
leaks
[1]:16:14,
learn

[1]:12:13,
left
[2]:11:12, 15:21,
legal
[1]:4:11,
let
[7]:5:23, 5:24, 6:1,
6:5, 6:9, 13:3,
25:15,
liked
[3]:14:17, 14:20,
14:21,
link
[1]:14:8,
listed
[1]:29:15,
litigation
[2]:10:4, 12:5,
little
[5]:20:8, 21:7, 24:6,
25:21, 26:10,
live
[1]:6:13,
living
[1]:6:14,
llc
[1]:1:0,
llp
[1]:2:0,
lobby
[13]:25:9, 27:2,
27:5, 30:6, 33:5,
35:2, 35:4, 35:4,
35:5, 35:8, 35:10,
35:13, 35:17,
location
[1]:4:10,
locked
[1]:7:18,
long
[1]:6:25,
longtime
[1]:5:14,
looking

[2]:16:14, 30:17,
lot
[4]:12:3, 14:4,
22:16, 35:1,
M
madam
[4]:19:19, 19:24,
20:7, 21:8,
maintenance
[1]:16:13,
management
[1]:7:21,
manufacturer
[1]:6:18,
marshall
[14]:1:0, 4:14, 5:11,
5:16, 7:6, 12:3,
14:2, 14:3, 14:7,
15:6, 16:17, 23:21,
24:4, 37:37,
master
[22]:3:0, 8:21, 9:12,
19:4, 19:6, 19:12,
19:18, 20:1, 21:3,
21:9, 21:10, 22:10,
24:4, 24:16, 30:15,
32:3, 32:15, 35:3,
35:15, 35:19, 35:21,
36:2,
material
[2]:3:0, 3:0,
matter
[1]:4:14,
maybe
[1]:14:25,
means
[1]:31:21,
meeting
[4]:9:21, 9:24, 9:25,
10:6,
member
[4]:7:3, 12:14, 13:8,
18:26,
members

[1]:5:12,
mentioned
[2]:14:3, 14:7,
merry
[1]:36:8,
middle
[2]:26:11, 26:26,
might
[2]:14:7, 18:8,
mike
[1]:4:14,
minutes
[1]:16:16,
misleading
[1]:29:20,
moment
[2]:19:21, 21:17,
monday
[1]:1:0,
morning
[1]:12:3,
moved
[1]:9:17,
mr
[93]:2:2411, 2:2411,
4:9, 4:20, 4:23, 5:9,
5:10, 6:12, 7:6, 7:7,
7:7, 7:7, 8:2, 8:24,
9:14, 10:15, 10:20,
11:8, 11:11, 11:14,
11:19, 11:19, 11:20,
11:23, 11:25, 12:10,
12:21, 12:24, 13:1,
13:10, 13:12, 17:15,
17:16, 18:3, 18:14,
18:19, 20:3, 22:6,
22:9, 23:23, 23:24,
24:4, 24:9, 24:11,
24:26, 25:6, 25:7,
25:12, 25:13, 26:6,
26:20, 26:21, 27:8,
27:9, 27:26, 28:5,
28:8, 28:11, 28:17,
28:24, 28:26, 29:8,

29:8, 29:13, 29:21,
29:24, 29:25, 30:8,
30:11, 30:23, 31:7,
31:17, 31:24, 31:25,
32:5, 32:6, 32:26,
33:9, 33:10, 34:3,
34:9, 34:10, 34:12,
34:16, 34:19, 34:20,
34:21, 34:23, 36:1,
36:1, 36:6, 36:7,
36:7,
murphy
[1]:2:0,
myrtle
[2]:2:2411, 6:23,
myself
[1]:4:12,

N
name
[4]:4:11, 4:20, 5:10,
6:10,
necessary
[1]:5:19,
need
[6]:6:5, 8:14, 15:7,
17:6, 25:25, 30:26,
needs
[2]:13:5, 13:5,
neighbor
[1]:21:13,
networks
[1]:6:17,
next
[7]:12:3, 15:2, 21:2,
25:22, 26:3, 26:25,
26:26,
nice
[2]:15:16, 15:18,
nope
[1]:17:14,
normally
[1]:22:1,
nortel
[1]:6:17,

north
[3]:5:17, 6:13, 6:23,
notes
[1]:34:12,
nothing
[2]:5:5, 36:5,
number
[5]:4:17, 14:19,
20:19, 25:18, 30:20,

O
oak
[1]:2:2411,
object
[32]:8:18, 8:22,
9:10, 10:18, 11:16,
11:21, 12:8, 12:15,
12:24, 13:11, 13:13,
17:24, 23:23, 24:9,
24:26, 25:6, 25:12,
26:20, 27:8, 27:26,
28:8, 28:26, 29:21,
29:24, 30:8, 31:17,
31:24, 32:5, 32:26,
33:9, 34:3, 34:9,
objection
[2]:6:4, 6:5,
objections
[1]:8:25,
obligated
[1]:19:10,
obligation
[1]:34:7,
observe
[1]:19:11,
observed
[1]:15:11,
obviously
[1]:28:2,
office
[1]:2:0,
oh
[1]:20:13,
older
[1]:18:6,

ones
[1]:10:12,
only
[2]:28:20, 28:24,
open
[4]:10:9, 10:16,
16:1, 16:2,
opened
[1]:14:21,
opening
[1]:11:3,
outside
[9]:8:4, 8:10, 9:6,
15:16, 17:23, 21:13,
23:14, 23:18, 35:21,
over
[4]:6:6, 6:6, 8:7,
24:6,
own
[8]:6:22, 20:26,
23:10, 23:11, 23:11,
23:14, 30:5, 33:23,
owned
[5]:6:25, 7:1, 7:15,
9:5, 22:18,
owner
[8]:5:14, 20:22,
22:21, 23:17, 29:17,
29:22, 31:14, 31:22,
owners
[8]:11:5, 11:10,
22:19, 32:2, 32:18,
33:22, 33:23, 34:7,
ownership
[3]:22:21, 23:4,
27:23,
owns
[3]:23:18, 29:26,
33:18,

P
pages
[2]:3:0, 3:0,
paid
[4]:27:14, 27:20,

28:11, 28:13,
paragraph
[5]:21:2, 26:8,
26:11, 26:25, 26:26,
parking
[3]:12:3, 14:4,
22:16,
parol
[1]:8:23,
parties
[1]:4:5,
party
[1]:12:26,
pass
[2]:32:23, 34:5,
passed
[2]:31:6, 32:21,
past
[2]:5:16, 26:3,
pay
[3]:27:12, 28:6,
28:21,
pays
[1]:28:24,
pc
[1]:20:14,
penny
[1]:28:6,
penthouse
[17]:8:3, 9:7, 14:2,
14:17, 17:23, 23:22,
24:17, 24:18, 24:24,
24:24, 25:3, 25:3,
26:13, 27:1, 27:18,
28:12, 35:22,
people
[1]:16:4,
percentage
[6]:22:21, 23:1,
23:4, 23:7, 24:5,
24:21,
perpetual
[4]:30:21, 31:8,
31:15, 31:21,

person
[3]:6:7, 11:14,
11:18,
phone
[3]:20:9, 20:9,
20:11,
phonetically
[1]:3:0,
pictures
[1]:14:25,
plaintiff
[3]:1:0, 4:10, 4:21,
pleas
[1]:1:0,
point
[2]:10:3, 20:15,
pool
[6]:9:8, 10:10, 11:6,
15:9, 15:24, 22:16,
portion
[1]:26:23,
post
[1]:2:0,
posted
[1]:10:25,
prerogative
[1]:32:12,
present
[3]:16:5, 19:20,
19:25,
president
[1]:13:25,
press
[1]:34:25,
pretty
[1]:7:10,
price
[3]:22:23, 24:14,
24:22,
pricing
[1]:24:20,
print
[1]:20:8,
prior

[1]:14:26,
privacy
[2]:16:3, 17:11,
private
[3]:14:20, 15:26,
18:1,
probably
[4]:7:10, 13:24,
15:5, 35:24,
problem
[1]:18:6,
problems
[1]:16:15,
procedure
[1]:1:0,
progress
[1]:10:1,
property
[3]:28:22, 28:24,
29:6,
provide
[1]:11:24,
provided
[1]:27:2,
provisions
[1]:21:3,
pursuant
[1]:1:0,
put
[2]:6:5, 20:6,
Q
question
[24]:6:3, 8:19, 8:24,
9:1, 9:11, 9:13,
9:14, 10:19, 11:17,
11:19, 11:22, 11:25,
12:16, 12:21, 13:12,
15:2, 17:25, 24:10,
28:1, 29:1, 30:2,
30:4, 30:11, 35:20,
questions
[7]:7:11, 9:13,
13:14, 18:15, 34:15,
35:1, 36:4,

quick
[1]:10:7,
quite
[1]:21:25,
quoted
[2]:3:0, 3:0,
R
rain
[1]:28:2,
raleigh
[1]:6:13,
read
[6]:3:0, 19:6, 20:5,
20:16, 26:15, 31:18,
reading
[1]:4:2,
realize
[1]:24:12,
realty
[1]:7:26,
recall
[3]:23:3, 24:18,
24:19,
receive
[1]:19:3,
recliners
[4]:15:10, 15:23,
15:24, 15:25,
record
[5]:4:19, 6:6, 6:10,
21:17, 36:11,
redirect
[2]:2:2411, 34:18,
referring
[1]:35:16,
refers
[1]:35:3,
regarding
[1]:34:2,
regulations
[6]:10:2, 32:20,
32:20, 32:24, 33:7,
34:1,
relationship

[1]:7:25,
remove
[1]:34:5,
removed
[3]:15:8, 15:19,
15:20,
rent
[7]:14:1, 14:7,
14:14, 14:18, 16:23,
18:3, 28:13,
rental
[2]:14:8, 28:18,
rented
[8]:5:16, 15:3,
15:12, 15:13, 15:14,
15:17, 15:22, 16:24,
renting
[2]:14:15, 28:11,
repeat
[1]:9:1,
replaced
[3]:15:23, 27:14,
27:17,
reported
[1]:1:0,
reporter
[6]:4:13, 5:1, 19:19,
19:24, 20:7, 21:8,
reporting
[1]:1:0,
represent
[3]:4:21, 4:23, 5:11,
representing
[1]:4:12,
reproduced
[1]:3:0,
required
[1]:34:25,
reserved
[1]:4:3,
respect
[7]:23:10, 24:23,
25:9, 27:16, 28:21,
29:7, 33:12,

respective
 [1]:4:4,
respond
 [1]:6:4,
response
 [2]:11:7, 11:23,
rest
 [2]:24:1, 28:3,
restricted
 [2]:8:17, 9:3,
retired
 [2]:6:15, 6:16,
richard
 [8]:1:0, 2:2411,
 4:16, 12:23, 13:22,
 13:26, 16:12, 37:37,
role
 [1]:33:3,
roman
 [1]:30:20,
roof
 [7]:7:23, 8:5, 11:15,
 25:4, 27:13, 27:17,
 27:24,
rooftop
 [25]:7:16, 8:3, 9:7,
 10:2, 10:10, 10:17,
 11:4, 12:14, 13:9,
 14:2, 14:17, 17:17,
 26:13, 26:18, 26:22,
 27:1, 27:12, 28:6,
 28:12, 28:14, 29:17,
 29:22, 30:5, 32:2,
 35:22,
room
 [1]:14:6,
rule
 [1]:8:23,
rules
 [11]:1:0, 10:2,
 10:16, 10:22, 10:24,
 11:2, 18:2, 32:20,
 32:24, 33:7, 34:1,
run

[1]:12:2,
S
sales
 [1]:24:14,
san
 [1]:14:11,
sc
 [2]:2:0, 2:2411,
scanned
 [1]:19:7,
scheduled
 [1]:14:12,
screen
 [2]:22:3, 34:22,
second
 [3]:16:12, 21:14,
 34:13,
secure
 [2]:8:14, 17:1,
seeking
 [1]:12:16,
sense
 [2]:6:7, 26:18,
sent
 [1]:14:8,
set
 [3]:22:23, 22:24,
 25:14,
seven
 [5]:30:14, 31:1,
 31:2, 31:7, 31:18,
several
 [2]:15:15, 15:23,
share
 [1]:22:4,
shared
 [2]:9:26, 28:17,
sharing
 [1]:22:2,
sheet
 [1]:2:2411,
shoreham
 [14]:1:0, 4:16, 5:12,
 5:15, 6:22, 6:25,

9:5, 19:15, 20:19,
 20:22, 22:11, 23:18,
 32:16, 37:37,
showed
 [1]:24:19,
sides
 [1]:7:9,
signing
 [1]:4:2,
since
 [4]:13:6, 19:10,
 27:24, 31:20,
sit
 [1]:17:3,
sliding
 [1]:26:23,
sold
 [1]:7:2,
somebody
 [1]:16:9,
someone
 [2]:7:19, 26:10,
sometime
 [2]:13:23, 18:22,
somewhat
 [1]:26:9,
somewhere
 [1]:19:5,
sort
 [2]:7:22, 26:26,
sounds
 [1]:23:6,
south
 [2]:1:0, 1:0,
space
 [1]:14:19,
speak
 [3]:5:5, 5:20, 10:6,
speaker
 [1]:3:0,
specifically
 [2]:10:15, 35:23,
speech
 [1]:3:0,

spoken
 [1]:3:0,
square
 [8]:24:6, 24:13,
 24:16, 24:23, 24:25,
 25:3, 26:14, 26:17,
stack
 [1]:24:20,
stamp
 [1]:30:23,
start
 [2]:6:9, 26:10,
state
 [1]:1:0,
stipulations
 [2]:2:2411, 4:1,
stop
 [1]:22:9,
street
 [1]:2:2411,
subject
 [2]:21:2, 31:20,
such
 [1]:3:0,
sued
 [1]:4:24,
suggested
 [1]:12:5,
suite
 [1]:2:2411,
sun
 [1]:17:6,
swear
 [1]:5:1,
swimming
 [1]:9:8,
sworn
 [1]:5:4,
T
table
 [2]:15:15, 24:19,
tackett
 [11]:4:15, 7:7, 10:7,
 10:15, 10:20, 11:8,

11:11, 11:14, 11:20,
11:23, 37:37,
take
[5]:5:13, 8:8, 10:26,
20:21, 34:22,
taking
[1]:5:18,
talk
[6]:10:4, 11:1,
11:13, 12:4, 16:17,
20:15,
talked
[5]:10:23, 12:4,
16:16, 17:19, 17:20,
talking
[5]:6:6, 11:14,
11:20, 12:22, 32:19,
taxes
[4]:28:21, 28:22,
28:24, 29:3,
telecommunication
[1]:6:18,
tells
[1]:12:26,
ten
[1]:6:15,
tenants
[1]:28:14,
tenth
[17]:7:19, 9:16,
9:18, 9:19, 24:17,
24:24, 25:3, 25:10,
26:13, 27:2, 33:4,
33:12, 33:19, 34:24,
35:4, 35:11, 35:16,
terms
[3]:8:21, 9:11,
19:11,
terrace
[27]:8:3, 8:10, 8:16,
9:2, 9:6, 12:14,
13:9, 13:23, 14:22,
14:24, 15:18, 15:21,
16:3, 17:12, 17:17,

17:22, 18:4, 25:5,
26:19, 27:17, 27:24,
28:15, 28:25, 29:17,
29:22, 30:5, 35:21,
test
[2]:35:19, 36:2,
testified
[6]:5:6, 11:17,
11:22, 29:11, 30:9,
32:1,
testify
[2]:12:19, 12:25,
testimony
[2]:12:8, 13:3,
texas
[1]:14:11,
thank
[10]:4:26, 13:17,
19:23, 21:19, 22:5,
34:16, 34:17, 36:1,
36:6, 36:7,
third
[3]:12:25, 26:8,
26:11,
three
[1]:22:8,
through
[3]:7:20, 12:2, 28:6,
throw
[1]:19:24,
times
[2]:12:17, 19:7,
today
[2]:35:20, 36:3,
together
[1]:14:14,
tony
[3]:1:0, 4:15, 37:37,
too
[4]:22:25, 25:23,
25:26, 26:1,
top
[4]:8:1, 8:5, 8:7,
15:15,

tough
[1]:23:25,
towards
[1]:9:25,
tower
[1]:20:19,
towers
[13]:1:0, 4:16, 5:12,
5:15, 6:22, 6:26,
9:6, 19:16, 20:23,
22:11, 23:18, 32:16,
37:37,
trailing
[1]:3:0,
transcript
[1]:3:0,
treat
[1]:10:10,
treated
[1]:17:23,
trial
[2]:1:0, 5:19,
trip
[2]:14:5, 14:10,
true
[1]:23:21,
truth
[4]:5:5, 5:5, 5:6,
18:12,
trying
[3]:8:22, 21:13,
21:20,
turn
[1]:7:18,
typically
[1]:7:21,

U
umbrella
[4]:15:16, 17:6,
17:8, 18:5,
unanswered
[1]:7:11,
under
[1]:22:9,

understand
[6]:5:22, 5:23, 7:12,
13:15, 22:14, 30:2,
understanding
[8]:7:17, 8:16, 9:2,
21:1, 23:20, 32:17,
33:2, 33:14,
unit
[34]:5:15, 6:22,
6:25, 7:15, 15:3,
15:12, 15:14, 15:22,
16:10, 18:21, 18:24,
18:26, 20:25, 22:18,
22:21, 23:10, 23:11,
23:12, 23:14, 23:17,
23:19, 23:22, 24:7,
28:18, 28:22, 28:25,
29:9, 29:13, 31:14,
31:22, 32:2, 32:11,
32:18, 34:6,
units
[6]:8:7, 19:15, 24:1,
24:20, 28:3, 33:22,
until
[3]:7:1, 7:15, 35:11,
use
[6]:1:0, 5:19, 11:5,
17:17, 28:14, 31:22,
using
[2]:20:12, 26:17,

V
value
[1]:29:6,
variety
[1]:6:20,
vary
[2]:8:20, 9:11,
video
[3]:4:8, 5:18, 36:10,
videoconference
[5]:1:0, 1:0, 4:3,
4:11, 36:13,
videographer
[2]:4:12, 36:9,

videotaped
[3]:1:0, 4:2, 36:13,
violation
[1]:8:23,
visit
[1]:14:26,
voted
[1]:12:11,
vrbo
[1]:29:15,
vs
[1]:1:0,

W

waiting
[1]:7:11,
walls
[4]:23:12, 23:14,
23:18, 24:7,
wanted
[8]:11:10, 12:6,
14:6, 14:17, 14:19,
17:21, 32:9, 34:5,
warranty
[4]:3:0, 19:26, 20:3,
20:17,
ways
[1]:12:18,
website
[4]:10:25, 17:2,
29:8, 29:12,
week
[6]:14:10, 14:12,
14:13, 14:14, 16:6,
16:12,
weeks
[1]:14:15,
west
[5]:1:0, 2:24:11,
4:16, 7:7, 37:37,
whereupon
[1]:5:3,
whether
[5]:10:21, 32:12,
35:7, 35:15, 35:21,

white
[1]:7:26,
whole
[2]:5:5, 27:24,
williams
[3]:1:0, 1:0, 4:13,
wish
[1]:37:37,
witness
[6]:5:2, 8:20, 10:19,
12:19, 19:20, 30:9,
word
[3]:20:21, 20:25,
20:26,
work
[4]:7:16, 9:18, 14:6,
34:24,
worked
[3]:6:17, 6:20, 7:20,
working
[1]:21:26,
written
[2]:3:0, 3:0,

Y

years
[3]:6:15, 6:21, 9:5,
yellow
[2]:15:9, 15:24,
yep
[1]:34:17,
yet
[1]:21:11,
young
[44]:1:0, 1:0, 4:9,
5:4, 5:10, 6:11,
6:12, 8:2, 8:24,
9:14, 11:19, 11:25,
12:21, 12:25, 13:10,
13:12, 17:16, 18:3,
18:19, 20:3, 22:6,
22:9, 23:24, 24:11,
25:7, 25:13, 26:6,
26:21, 27:9, 29:25,
30:11, 31:7, 31:25,

32:6, 33:10, 34:12,
34:16, 34:20, 34:23,
36:1, 36:6, 36:7,
36:11, 37:37,
younger
[1]:18:8,
yourself
[1]:4:19,

Z

zoom
[2]:4:10, 5:20,

Ind B. 802 pg. 305 0476/1

INDEX
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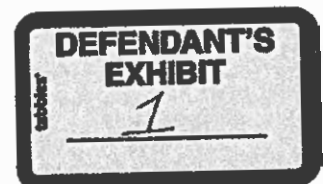
SHOREHAM TOWERS, A HORIZONTAL PROPERTY REGISTRATION
JILLIE S. RICHARDSON
CLERK OF COURT

ARTICLE	TITLE	PAGE
I	Property Description	1
II	Survey and Description of Improvements	3
III	Dwelling and Common Elements	3
IV	Ownership of Dwellings and Appurtenant interest in Common Elements	3
V	Restriction Against Further Subdividing of Dwellings and Separate Conveyance of Appurtenant Common Elements, Etc.	4
VI	Condominium Subject to Restrictions, Etc.	4
VII	Perpetual Non-Exclusive Easement in Common Elements	4
VIII	Easement for Unintentional and Non-Negligent Encroachments	5
IX	Restraint upon Separation and Partition of Common Elements	5
X	Percentage of Undivided Interest in Common Elements Appurtenant to Each Dwelling	5
XI	Easement for Air Space	5
XII	Administration of Shoreham Towers by Shoreham Towers Home Owners Association	6
XIII	Residential Use Restriction Applicable to Dwellings	6
XIV	Use of Common Elements Subject to Rule of Association	7
XV	Condominium to be Used for Lawful Purposes, Restriction against Nuisances, Etc.	7
XVI	Right of Entry into Dwellings in Emergencies	7
XVII	Right of Entry for Maintenance of Common Elements	7
XVIII	Limitation upon Right of Owners to alter and Modify Dwellings	8
XIX	Right of Association to Alter and Improve Common Elements and Assessment Therefor	8
XX	Maintenance and Repair by Owners of Dwellings	8
XXI	Maintenance and Repair of Common Elements by Association	9
XXII	Personal Liability and Risk of Loss of Owner of Dwelling and Separate Insurance Coverage, Etc.	9

BOOK 802 PAGE 305

Check 802 pg 305

305



DEFS 000063

XXIII	Insurance Coverage to be Maintained by Association: Insurance Trustee, Appointment and Duties: Approval of Insurers by Institutional Lender: Use and Distribution of Insurance Proceeds, Etc.	10
XXIV	Apportionment of Tax or Special Assessment if levied and Assessed Against the Condominium as a Whole	14
XXV	Association to Maintain Registry of Owners and Mortgagees	15
XXVI	Assessments: Liability, Lien and Enforcement	16
XXVII	Termination	20
XXIII	Amendment of Master Deed	21
XXIX	Remedies in Event of Default	22
XXX	Use of Acquisition of Interest in the Condominium to Render User or Acquirer Subject to Provisions of Master Deed, Rules and Regulations	23
XXXI	Right of Grantor to Sell or Lease Dwelling Owned by it and Right of Grantor to Representation on Board of Directors of Association	23
XXXII	Annual Reports to be Provided to Lender	23
XXXIII	Severability	24
XXXIV	Liberal Construction and Adoption of Provisions of Condominium Act	24
XXXV	Master Deed Binding Upon Grantor, Its Successors and Assigns, and Subsequent Owners	24
XXXVI	Definitions	24

MASTER DEED FOR
SHOREHAM TOWERS,
A HORIZONTAL PROPERTY REGIME

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HORRY COUNTY

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BILLIE G. RICHARDSON
CLERK OF COURT

North Myrtle Beach, Horry County, South Carolina

Shorcham Associates, A Joint Venture authorized to do business in South Carolina and having an office at North Myrtle Beach, County of Horry, State of South Carolina, hereinafter referred to as the GRANTOR, as the sole owner in fee-simple of the land and improvements hereinafter described, does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the lands and buildings herein below described together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to a Horizontal Property Regime (sometimes termed "condominium" ownership) to be known as Shoreham Towers, A Horizontal Property Regime, in the manner provided for by Sections 27-31-10 through 27-31-300 (both inclusive) of Chapter 31 entitled "Horizontal Property Act" of the 1976 Code of Laws of South Carolina as amended. In conformity with Sections 27-31-30 and 27-31-100 of said Act, the Grantor sets forth the following Particulars:

I.

PROPERTY DESCRIPTION

The lands which are hereby submitted to the Horizontal Property Regime are described as follows:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina County of Horry, Town of North Myrtle Beach, and being LOT NO. SIX (6) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot Seven (7) of Block Thirty (30), on the South by the high water mark of the Atlantic Ocean, and on the West by Lot No. Five (5) of Block Thirty (30). Said lot measures 60 feet in width and 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 735 at Page 97, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. SEVEN (7) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot Eight (8) of Block Thirty (30), on the South by the High water mark of the Atlantic Ocean, and on the West by Lot No. Six (6) of Block Thirty (30). Said lot measures 60 feet in width and 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

1
P. 802 P. 307

307

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Derivation: Deed Book 735 at Page 297, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. EIGHT (8) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot No. Nine (9) of Block Thirty (30), on the South by the high water mark of the Atlantic Ocean, and on the West by Lot No. Seven (7) of Block Thirty (30). Said lot measures 60 feet in width and approximately 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 2, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 735 at Page 297, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. EIGHT (8) of BLOCK THIRTY-THREE (33) of the property of Crescent Beach Corporation, and bounded on the North by Second Avenue (now Perrin Drive), on the East by Lot No. Nine (9) of Block Thirty-three (33), on the South by First Avenue (now Ocean Boulevard), and on the West by Lot No. Seven (7) of Block Thirty-three (33). Said lot measures 60 feet in width and 120 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 736 at Page 349, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or tract of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being more particularly described as being the property lying between the oceanfront lot lines of LOTS NO. SIX (6), NO. SEVEN (7), and NO. EIGHT (8) of BLOCK THIRTY (30), of the property of Crescent Beach Corporation, and the mean high water mark of the Atlantic Ocean, and bounded on the North by the oceanfront lot lines of the above mentioned lots, on the East and West by other properties lying between front lot lines in Block 30 and the mean high water mark of the Atlantic Ocean, and on the South by the high water mark of the Atlantic Ocean. Reference is made to the map recorded in Plat Book 3, at Page 23, Records of Horry County, as a part of this description for further particulars.

Derivation: Deed Book 801 at Page 877, Horry County records.

308

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof, as Exhibit A, is plat of survey showing the location of the buildings and other improvements, a set of floor plans of the buildings which show graphically the dimensions, area and location of each dwelling therein and the dimensions, area, and location of COMMON ELEMENTS affording access to each DWELLING. Each DWELLING is identified by specific number-letter combination on said Exhibit A, and no DWELLING bears the same designation as any other DWELLING.

III.

DWELLINGS AND COMMON ELEMENTS

The CONDOMINIUM consists of DWELLINGS AND COMMON ELEMENTS, as said terms are hereinafter defined.

DWELLINGS, as the term is used herein, shall mean and comprise the forty (40) separate and numbered DWELLING Units which are designated in Exhibit A to this Master Deed, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the railings of each Dwelling Unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior loadbearing walls and/or unfinished bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to DWELLING and COMMON ELEMENTS.

COMMON ELEMENTS, as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of the CONDOMINIUM other than the DWELLINGS, as same are hereinabove defined, and shall include easements through DWELLINGS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to DWELLINGS and COMMON ELEMENTS and easements of support in every portion of a DWELLING which contribute to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such DWELLINGS.

IV.

OWNERSHIP OF DWELLINGS AND APPURTENANT
INTEREST IN COMMON ELEMENTS

Each DWELLING shall be conveyed and treated as an individual property capable of independent use and fee-simple ownership, and the owner or owners of each DWELLING shall own, as an appurtenance the COMMON ELEMENTS, the undivided interest appurtenant to each said DWELLING being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the COMMON ELEMENTS assigned to each DWELLING shall not be changed except with the unanimous consent of all of the owners of all of the DWELLING.

309

V.

RESTRICTIONS AGAINST FURTHER SUBDIVIDING
OF DWELLINGS AND SEPARATE CONVEYANCE
OF APPURTENANT COMMON ELEMENTS, ETC.

No DWELLING may be divided or subdivided into a smaller Dwelling Unit or smaller Dwelling Units than as shown on Exhibit A attached hereto, nor shall any DWELLING, or portion thereof, be added to or incorporated into any other DWELLING. The undivided interest in the COMMON ELEMENTS declared to be an appurtenance to each DWELLING shall not be conveyed, devised, encumbered or otherwise dealt with separately from said DWELLING, and the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING shall be deemed conveyed, devised, encumbered, or otherwise included with the DWELLING even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such DWELLING. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien, in, to, or upon a DWELLING shall be null, void and of no effect insofar as the same purports to affect any interest in a DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire DWELLING. Any instrument conveying, devising, encumbering or otherwise dealing with any DWELLING which describes said DWELLING by the DWELLING Unit Number assigned thereto in Exhibit A without limitation or exception, shall be deemed and construed to affect the entire DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS. Nothing herein contained shall be construed as limiting or preventing ownership of any DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

VI.

CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The DWELLINGS and COMMON ELEMENTS shall be, and the same are hereby, declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said DWELLINGS and COMMON ELEMENTS, and setting forth the obligations and responsibilities incident to ownership of each DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS, and said DWELLINGS and COMMON ELEMENTS are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the CONDOMINIUM.

VII.

PERPETUAL NON-EXCLUSIVE EASEMENT
IN COMMON ELEMENTS

The COMMON ELEMENTS shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of DWELLINGS in the CONDOMINIUM for their use and the use of their immediate families, guests, and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of DWELLINGS. Notwithstanding

4
NOV 802 P: 310

3/6

DEFS 000068

anything above provided in this Article, Shoreham Towers Homeowners Association, Inc., hereinafter identified, shall have the right to establish the rules and regulations pursuant to which the owner or owners of any DWELLING may be entitled to the use of COMMON ELEMENTS including but not limited to, the exclusive use of any parking space or spaces.

VIII.

EASEMENT FOR UNINTENTIONAL AND
NEGLIGENT ENCROACHMENTS

If any portion of the COMMON ELEMENTS now encroaches upon any condominium DWELLING or if any condominium DWELLING now encroaches upon any other condominium DWELLING or upon any portion of the COMMON ELEMENTS as a result of the construction or repair of any building or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building or otherwise, a valid easement for the encroachment and for the maintenance of the same, so long as the building stands, shall exist. In the event any building, any condominium DWELLING, any adjoining condominium DWELLING, or any adjoining COMMON ELEMENTS shall be partially or totally destroyed as the result of fire or other casualty or as the result of condemnation or eminent domain proceedings and the reconstructed portion encroches upon any part of the COMMON ELEMENTS, upon or over any other condominium DWELLING, such reconstruction shall be permitted and valid easements for such encroachments and maintenance thereof shall exist so long as the building shall stand.

IX.

RESTRAINT UPON SEPARATION AND PARTITION
OF COMMON ELEMENTS

Recognizing that the proper use of a DWELLING by any owner or owners is dependent upon the use and enjoyment of the COMMON ELEMENTS in common with the owners of all other DWELLINGS, and that it is in the interest of all owners of DWELLINGS that the ownership of the COMMON ELEMENTS be retained in common by the owners of DWELLINGS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON ELEMENTS appurtenant to each DWELLING shall remain undivided and no owner of any DWELLING shall bring or have any right to bring any action for partition or division.

X.

PERCENTAGE OF UNDIVIDED INTEREST IN
COMMON ELEMENTS APPURTENANT TO
EACH DWELLING

The undivided interest in COMMON ELEMENTS appurtenant to each DWELLING is that percentage of undivided interest which is set forth and assigned to each DWELLING in that certain Schedule which is annexed hereto and expressly made a part hereof as Exhibit B.

XI.

EASEMENT FOR AIR SPACE

The owner of each DWELLING shall have an exclusive easement for the use of the air space occupied by said DWELLING as it exists at any particular time and as said

311

DWELLING may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

XII.

ADMINISTRATION OF SHOREHAM TOWERS,
HOMEOWNERS ASSOCIATION, INC.

To efficiently and effectively provide for the administration of the CONDOMINIUM by the owners of DWELLINGS, a non-profit South Carolina Corporation, known and designated as Shoreham Towers Homeowners Association, Inc. (herein ASSOCIATION), has been organized, and said Corporation shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Master Deed, and in accordance with the terms of the Article of Incorporation of the Homeowners Association, hereinafter referred to as the ASSOCIATION, and by-laws of said corporation. A true copy of the By-Laws and Articles of Incorporation of said ASSOCIATION are annexed hereto and expressly made a part hereof as Exhibits C and D respectively. The owner or owners of each DWELLING shall automatically become members of the ASSOCIATION upon his, their or its acquisition of an ownership interest in title to any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, and the membership of such owner or owners shall terminate automatically upon each owner or owners being divested of such ownership interest in the title to such DWELLING, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any DWELLING shall be entitled, by virtue of such lien, mortgage, or other encumbrance, to membership in the ASSOCIATION, or to any of the rights or privileges of such membership. In the administration of the operation and management of the CONDOMINIUM, said ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this Master Deed, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the DWELLINGS and COMMON ELEMENTS, as the Board of Directors of the ASSOCIATION may deem to be in the best interests of the CONDOMINIUM.

XIII.

RESIDENTIAL USE RESTRICTION APPLICABLE
TO DWELLINGS

Each DWELLING is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees; provided, however, that so long as Grantor shall retain any interest in CONDOMINIUM, it may utilize a DWELLING or DWELLINGS of its choice from time to time, for sales office, model, or other usage for the purpose of selling DWELLINGS in said CONDOMINIUM. Further still, Grantor may assign this commercial usage right to such other persons or entities as it may choose; provided, however, that when all DWELLINGS have been conveyed, this right of commercial usage shall immediately cease.

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3/2

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XIV.

USE OF COMMON ELEMENTS SUBJECT TO
RULES OF ASSOCIATION

The use of COMMON ELEMENTS by the owner or owners of all DWELLINGS, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the ASSOCIATION.

XV.

CONDOMINIUM TO BE USED FOR LAWFUL
PURPOSES, RESTRICTIONS AGAINST
NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall be made of any DWELLING or of the COMMON ELEMENTS, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any DWELLING shall permit or suffer anything to be done or kept in this DWELLING, or on the COMMON ELEMENTS, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a DWELLING, or which interferes with the peaceful possession and proper use of any other DWELLING or the COMMON ELEMENTS.

XVI.

RIGHT OF ENTRY INTO DWELLINGS IN
EMERGENCIES

In case of any emergency originating in or threatening any DWELLING, regardless of whether the owner is present at the time of such emergency, the Board of Directors of Association or any other person authorized by it, or the building Superintendent or Managing Agent, shall have the right to enter such DWELLING for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each DWELLING, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION a key to such DWELLING.

XVII.

RIGHT OF ENTRY FOR MAINTENANCE
OF COMMON ELEMENTS

Whenever it is necessary to enter any DWELLING for the purpose of performing any maintenance, alteration or repair to any portion of the COMMON ELEMENTS, the owner of each DWELLING shall permit other owners or their representatives, or the duly constituted and authorized Agent of ASSOCIATION, to enter such DWELLING, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

XVIII.

LIMITATION UPON RIGHT OF OWNERS
TO ALTER AND MODIFY DWELLINGS

No owner of a DWELLING shall permit there to be made any structural modifications or alterations therein without first obtaining the written consent of ASSOCIATION, which consent may be withheld in the event that a majority of the Board of Directors of said ASSOCIATION determine, in their sole discretion, that such structural modification or alterations would affect or in any manner endanger the Building in part or in its entirety. If the modification or alteration desired by the owner of any DWELLING involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provisions of utility services constituting COMMON ELEMENTS located therein. No owner shall cause any balcony abutting his DWELLING to be enclosed, or cause any improvements or changes to be made on the exterior of the Building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the Building, or in any manner change the appearance of any portion of the building not within the walls of such DWELLING, nor shall storm panels or awnings be affixed, without the written consent of ASSOCIATION being first obtained.

XIX.

RIGHT OF ASSOCIATION TO ALTER AND
IMPROVE COMMON ELEMENTS AND
ASSESSMENT THEREFOR

ASSOCIATION shall have the right to make or cause to be made such alterations or improvements to the COMMON ELEMENTS which do not prejudice the rights of the owner of any DWELLING, provided the making of such alterations and improvements are approved by the Board of Directors of said ASSOCIATION, and the cost of such alterations or improvements shall be assessed as common expenses to be assessed and collected from all of the owners of DWELLINGS according to the percentages set out in Exhibit B of the Master Deed. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a DWELLING or DWELLINGS requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the DWELLING or DWELLINGS exclusively or substantially exclusively benefited, the assessment to be levied in such proportions as may be determined by the Board of Directors of ASSOCIATION.

XX.

MAINTENANCE AND REPAIR BY OWNERS
OF DWELLINGS

Every owner must perform promptly all maintenance and repair work within his DWELLING which, if omitted, would affect the CONDOMINIUM in its entirety or in part belonging to other owners, being expressly responsible for the damages and liability which his failure to do so may engender. The owner of each DWELLING shall be liable and responsible for

the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans, or other appliances or equipment, including any fixtures and/or other connections required to provide water, light, power, telephone, sewage and sanitary service to his DWELLING and which may now or hereafter be situated in his DWELLING. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all window glass, wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his DWELLING. Wherever the maintenance, repair and replacement of any items for which the owner of a DWELLING is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, or the Insurance Trustee hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such DWELLING shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The balcony floor, walls facing the balcony, and balcony railings attached to his DWELLING shall be maintained by the owner at his expense. Provided, however, said owner shall take no action that will alter the exterior appearance of the building. Should the owner fail to provide the maintenance and/or repairs as required, the ASSOCIATION shall have the right to enter the DWELLING to accomplish same at the sole cost and expense of the owner and said cost and expense shall be charged against the owner and shall become a lien on his DWELLING in like manner as a monthly assessment.

XXI.

MAINTENANCE AND REPAIR OF COMMON ELEMENTS
BY ASSOCIATION

ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the COMMON ELEMENTS for the furnishing of utility services to the DWELLINGS and said COMMON ELEMENTS, and should any incidental damage be caused to any DWELLING by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair, or replacement of any COMMON ELEMENTS, the said ASSOCIATION shall, at its expense repair such incidental damage.

XXII.

PERSONAL LIABILITY AND RISK OF LOSS
OF OWNER OF DWELLING AND SEPARATE
INSURANCE COVERAGE, ETC.

The owner of each DWELLING may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's DWELLING or upon the COMMON

ELEMENTS. All such insurance obtained by the owner of each DWELLING shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of DWELLINGS, ASSOCIATION, and the respective servants, agents and guests of said other owners and ASSOCIATION, and such other insurance coverage should be obtained from the insurance company from which ASSOCIATION obtains coverage against the same risk, liability or peril, if said ASSOCIATION has such coverage. Risk of loss of or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS) belonging to or carried on the person of the owner of each DWELLING, or which may be stored in any DWELLING, or in, to or upon COMMON ELEMENTS shall be borne by the owner of each such DWELLING. All furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS and held for the joint use and benefit of all owners of all DWELLINGS shall be covered by such insurance as shall be maintained in force and effect by ASSOCIATION as hereinafter provided. The owner of a DWELLING shall have no personal liability for any damages caused by the ASSOCIATION or in connection with the use of the COMMON ELEMENTS. The owner of a DWELLING shall be liable for injuries or damage resulting from an accident in his own DWELLING, to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XXIII.

INSURANCE COVERAGE TO BE MAINTAINED BY
ASSOCIATION: INSURANCE TRUSTEE, APPOINTMENT AND
DUTIES: APPROVAL OF INSURERS BY INSTITUTIONAL
LENDER: USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by ASSOCIATION covering the operation and management of the CONDOMINIUM and the said CONDOMINIUM, meaning the DWELLINGS and COMMON ELEMENTS, to-wit:

(a) Casualty insurance covering all of the DWELLINGS, and COMMON ELEMENTS, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the CONDOMINIUM, including but not limited to vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available.

(b) Public liability and property damage insurance in such amounts and in such form as shall be required by ASSOCIATION to protect said ASSOCIATION and the owners of all DWELLINGS, including but not limited to, water damage, legal liability, hired automobile, nonowned automobile and off-premises employee coverage.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Such other insurance coverage, other than title insurance, as the Board of Directors of ASSOCIATION, in its sole discretion may determine from time to time to be in the

best interests of ASSOCIATION and the owners of all of the DWELLINGS or as an institutional type lender may reasonably require so long as it is the owner of a mortgage on any DWELLING.

All liability insurance maintained by ASSOCIATION shall contain cross liability endorsements to cover liability of all owners of DWELLINGS as a group to each DWELLING owner.

All insurance coverage authorized to be purchased shall be purchased by ASSOCIATION for itself and for the benefit of all of the owners of all DWELLINGS. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the CONDOMINIUM shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successors, and the insurance proceeds from any casualty loss shall be held for the use and benefit of ASSOCIATION and all of the owners of all DWELLINGS and their respective Mortgages, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. ASSOCIATION is hereby declared to be and appointed as Authorized Agent for all of the owners of all DWELLINGS for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss, which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

So long as any Mortgagee or the assignee of such mortgagee's rights in any mortgage (which assignment shall be evidenced by a recordable document, a certified copy of which shall be furnished the ASSOCIATION), hereinafter referred to as Lenders, is the holder of a mortgage on any DWELLING in the CONDOMINIUM, said Lenders shall have the right to approve the company or companies with whom ASSOCIATION shall place its casualty insurance coverage, and such casualty insurance coverage shall only be placed by ASSOCIATION with such company or companies as are approved by such Lenders. At such time as Lenders shall not hold a mortgage on any DWELLINGS, then the company or companies with whom such casualty insurance may be placed shall be selected by ASSOCIATION, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by ASSOCIATION.

The ASSOCIATION shall have the right to designate the Insurance Trustee and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of South Carolina. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds.

The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purpose herein stated, and for the benefit of ASSOCIATION and the owners of all DWELLINGS

and their respective mortgages, such insurance proceeds shall be disbursed and paid by the Insurance Trustee as hereinafter provided. ASSOCIATION, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of DWELLINGS and their Mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of ASSOCIATION, executed under oath, and which certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to ASSOCIATION, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each DWELLING, the name or names of the Mortgagee or Mortgagees who may hold a mortgage or mortgages encumbering each DWELLING, and the respective percentages of any distribution which may be required to be made to the owner or owners of any DWELLING or DWELLINGS, and his or their respective Mortgage or Mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder of holders of any mortgage or mortgages encumbering a DWELLING shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any DWELLING or DWELLINGS, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any DWELLING or DWELLINGS, and their respective mortgagee or mortgagees, by reason of loss of or damage to personal property constituting a part of COMMON ELEMENTS and as to which a determination is made not to repair, replace or restore such personal property. So long as Lenders shall have the right to approve the company or companies with whom said casualty insurance coverage is placed, Lenders shall also have the right to approve the amount of such insurance coverage to be maintained.

In the event of the loss of or damage only to COMMON ELEMENTS, real or personal property, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such COMMON ELEMENTS, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the DWELLINGS and their respective Mortgagees, the distribution to be separately made to the owner of each DWELLING insurance proceeds paid to the owner of each DWELLING and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING bear to the total undivided interest in COMMON ELEMENTS appurtenant to all DWELLINGS. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are

not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then ASSOCIATION shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by ASSOCIATION with the Insurance Trustee, in said latter event, may be paid by ASSOCIATION out of its Reserve for Replacements Fund, and if the amount in such Reserve for Replacements Fund is not sufficient, then ASSOCIATION shall levy and collect an assessment against the owners of all DWELLINGS and said DWELLINGS in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

In the event of the loss of or damage to COMMON ELEMENTS and any DWELLING or DWELLINGS which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of COMMON ELEMENTS, real or personal, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any DWELLING or DWELLINGS which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the COMMON ELEMENTS, the excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all DWELLINGS, and to their mortgagee or mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of ASSOCIATION shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the COMMON ELEMENTS and the DWELLING or DWELLINGS sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to COMMON ELEMENTS, but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any DWELLING or DWELLINGS, then ASSOCIATION shall levy and collect an assessment from the owner or owners of the DWELLING or DWELLINGS sustaining any loss or damage, and the assessment so collected from said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all COMMON ELEMENTS and DWELLING or DWELLINGS. In said latter event, the assessment to be levied and collected from the owner or owners of each DWELLING or DWELLINGS sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against such owner of a DWELLING and his DWELLING shall bear the same proportion to the total assessment levied against all of said owners of DWELLINGS sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's DWELLING bear to the cost applicable to all of said DWELLINGS sustaining loss or damage. If the casualty insurance proceeds payable to the Insurance Trustee in the

event of the loss of or damage to COMMON ELEMENTS and DWELLING or DWELLINGS is not in an amount which will pay for the complete repair, replacement or reconstruction of the COMMON ELEMENTS, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said COMMON ELEMENTS before being applied to the repair, replacement or reconstruction of a DWELLING or DWELLINGS, then the cost to repair, replace or reconstruct said COMMON ELEMENTS in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all DWELLINGS in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to COMMON ELEMENTS and the casualty insurance proceeds been not sufficient to cover the cost of repair, replacement or reconstruction, and the cost of repair, replacement or reconstruction of each DWELLING or DWELLINGS sustaining loss or damage shall then be levied and collected by assessment of the owner or owners of DWELLING or DWELLINGS sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of DWELLING or DWELLINGS sustaining such loss or damage.

In the event of loss of or damage to property covered by such casualty insurance, ASSOCIATION shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such Bond as the Board of Directors of ASSOCIATION may deem to be in the best interests of the membership of said ASSOCIATION. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of DWELLINGS or only by the owner or owners of any DWELLING or DWELLINGS sustaining loss or damage, or both, shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to ASSOCIATION, the insurance proceeds, when received by the Insurance Trustee, shall be paid to ASSOCIATION. In the event of the loss of or damage to personal property constituting a portion of the COMMON ELEMENTS, and should the Board of Directors of ASSOCIATION determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all DWELLINGS and their respective mortgagee or mortgagees, as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

XXIV.

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the CONDOMINIUM shall levy or assess any

220

Tax or Special Assessment against the CONDOMINIUM, as a whole, as opposed to levying and assessing such Tax or Special Assessment against each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense by ASSOCIATION, and any Taxes or Special Assessments which are to be so levied shall be included, wherever possible, in the estimated Annual Budget of ASSOCIATION, or shall be separately levied and collected as an assessment by ASSOCIATION against all of the owners of all DWELLINGS and said DWELLINGS if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by ASSOCIATION in the event that such Tax or Special Assessment is levied against the CONDOMINIUM, as a whole, instead of against each separate DWELLING and its appurtenant undivided interest in COMMON ELEMENTS shall be apportioned among the owners of all DWELLINGS so that the amount of such Tax or Special Assessment so paid or to be paid by ASSOCIATION and attributable to and to be paid by the owner or owners of each DWELLING shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in COMMON ELEMENTS appurtenant to all DWELLINGS. In the event that any Tax or Special Assessment shall be levied against the CONDOMINIUM in its entirety, without apportionment by the taxing authority to the DWELLINGS and appurtenant undivided interests in COMMON ELEMENTS, then the assessment by ASSOCIATION, which shall include the proportionate share of such Tax or Special Assessment attributable to each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, shall separately specify and identify the amount of such assessment attributable to such Tax or Special Assessments, and the amount of such Tax or Special Assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS.

All personal property taxes levied or assessed against personal property owned by ASSOCIATION shall be paid by said ASSOCIATION and shall be included as a common expense in the Annual Budget of the ASSOCIATION.

XXV.

ASSOCIATION TO MAINTAIN REGISTRY
OF OWNERS AND MORTGAGES

ASSOCIATION shall at all times maintain a Register setting forth the names of the owners of all of the DWELLINGS, and in the event of the sale or transfer of any DWELLING to a third party, the purchaser or transferee shall notify ASSOCIATION in writing of his interest in such DWELLING together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any DWELLING. Further the owner of each DWELLING shall at all times notify ASSOCIATION of the names of the parties holding any mortgage or mortgages on any DWELLING, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any DWELLING may, if he so desires, notify ASSOCIATION of the

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existence of any mortgage or mortgages held by such party on any DWELLING, and upon receipt of such notice, ASSOCIATION shall register in its records all pertinent information pertaining to the same.

XXVI.

ASSESSMENTS: LIABILITY, LIEN
AND ENFORCEMENT

ASSOCIATION, as and for the Council of Co-owners, is given the authority to administer the operation and management of the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all DWELLINGS. To properly administer the operation and management of the project, ASSOCIATION will incur, for the mutual benefit of all of the owners of DWELLINGS, costs and expenses which will be continuing or nonrecurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expense." To provide the funds necessary for such proper operation and management, the said ASSOCIATION has heretofore been granted the right to make, levy and collect assessments against the owners of all DWELLINGS and said DWELLINGS. In furtherance of said grant of authority to ASSOCIATION to make, levy and collect assessments to pay the costs and expenses for the operation and management of the CONDOMINIUM, the following provisions shall be operative and binding upon the owners of all DWELLINGS, to wit:

A. All assessments levied against the owners of DWELLINGS and said DWELLINGS shall be uniform and, unless specifically otherwise provided for in this Master Deed, the assessments made by ASSOCIATION shall be in such proportion that the amount of assessment levied against each owner of a DWELLING and his DWELLING shall bear the same ratio to the total assessment made against all owners of DWELLINGS and their DWELLINGS as does the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING bear to the total undivided interest in COMMON ELEMENTS appurtenant to all DWELLINGS. Should ASSOCIATION be the owner of any DWELLING or DWELLINGS, the assessment which would otherwise be due and payable to ASSOCIATION by the owner of such DWELLING or DWELLINGS, reduced by an amount of income which may be derived from the leasing such DWELLING or DWELLINGS by ASSOCIATION, shall be apportioned and assessment therefor levied ratably among the owners of all DWELLINGS which are not owned by ASSOCIATION, based upon their proportionate interests in the COMMON ELEMENTS exclusive of the interests therein appurtenant to any DWELLING or DWELLINGS owned by ASSOCIATION.

B. The assessment levied against the owner of each DWELLING and his DWELLING shall be payable in annual, quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of ASSOCIATION.

C. The Board of Directors of ASSOCIATION shall establish an Annual Budget in advance for each fiscal year which shall correspond to the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, including a reasonable allowance for contingencies and reserves, such Budget to take into account projected anticipated income which is to be applied in reduction of the amount required to be collected as an assessment each year. Upon adoption of such

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Annual Budget by the Board of Directors of ASSOCIATION, copies of said Budget shall be delivered to each owner of a DWELLING and the assessment for said year shall be established based upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors determine that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the CONDOMINIUM, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project shall include therein a sum to be collected and maintained as reserve fund for replacement of COMMON ELEMENTS, which reserve fund shall be for the purpose of enabling ASSOCIATION to replace structural elements and mechanical equipment constituting a part of the COMMON ELEMENTS as well as the replacement of personal property which may constitute a portion of the COMMON ELEMENTS held for the joint use and benefit of all of the owners of all DWELLINGS. The amount collected and allocated to the Reserve Fund for Replacement from time to time shall be maintained in a separate account by ASSOCIATION, although nothing herein contained shall limit ASSOCIATION from applying any monies in each Reserve Fund for Replacements to meet other needs or requirements of ASSOCIATION in operating or managing the Project in the event of emergencies, or in the event that the sums collected from the owners of DWELLINGS are insufficient to meet the then fiscal financial requirements of ASSOCIATION, but it shall not be a requirement that these monies be used for such latter purposes, as a separate assessment may be levied therefor if deemed to be preferable by the Board of Directors of ASSOCIATION in the sole discretion of said Board of Directors.

E. The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project, shall include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of DWELLINGS, as a result of emergencies or for other reason placing financial stress upon the ASSOCIATION.

F. All monies collected by ASSOCIATION shall be treated as the separate property of the said ASSOCIATION, and such monies may be applied by the said ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Master Deed and the Articles of Incorporation and By-Laws of said ASSOCIATION and as the monies for any assessment are paid unto ASSOCIATION by any owner of a DWELLING the same may be co-mingled with the monies paid to the said ASSOCIATION by the other owner of DWELLINGS. Although all funds and other assets of ASSOCIATION, and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON ELEMENTS, shall be held for the benefit of the members of ASSOCIATION, who shall own any common surplus in the proportions of their percentage of undivided interest in the CONDOMINIUM, no member of said ASSOCIATION shall have the right to assign, hypothecate, pledge or in any manner

transfer this membership interest therein, except as an appurtenance to his DWELLING.

G. The payment of any assessment or installment thereof due to ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid unto ASSOCIATION, on or before the due date for such payment. When in default, the Board of Directors may accelerate the remaining installments of the annual assessment upon notice thereof to the DWELLING owner, whereupon the entire balance of the annual assessment shall become due upon the date stated in the notice, which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment, or accelerated assessments are not paid within twenty (20) days after their due date, the ASSOCIATION, through its Board of Directors, may proceed to enforce and collect the said assessments against the DWELLING owner owing the same in any manner provided for the Act, including the right of foreclosures and sale. When in default, the delinquent assessment or delinquent installment thereof due to ASSOCIATION shall bear interest at the rate of 12% per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid to ASSOCIATION.

H. The owner or owners of each DWELLING shall be personally liable to ASSOCIATION for the payment of all assessments, regular or special, which may be levied by ASSOCIATION while such party or parties are owner or owners of a DWELLING in the CONDOMINIUM. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to ASSOCIATION, such owner or owners of any DWELLING shall be personally liable for interest on such delinquent assessment or installment thereof as above provided, and for all cost of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of a DWELLING may exempt himself from liability for any assessment levied against such owner and his DWELLING by waiver of the use of enjoyment of any of the COMMON ELEMENTS, or by abandonment of the DWELLING, or in any other manner.

J. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of DWELLINGS, and that the payment of such common expense represented by the assessments levied and collected by ASSOCIATION is necessary in order to preserve and protect the investment of the owner of each DWELLING, ASSOCIATION is hereby granted a lien upon such DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each DWELLING, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by ASSOCIATION in enforcing this lien upon said DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS. The lien granted to ASSOCIATION may be foreclosed in the same manner as mortgages may be foreclosed in the State of South Carolina, and in any suit for the foreclosure of said lien, the ASSOCIATION shall be entitled to rental from the owner of any DWELLING from the date on which the payment of

324

any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said DWELLING. The rental required to be paid shall be equal to the rental charged on comparable types of Dwelling Units in South Carolina. The lien granted to the ASSOCIATION shall further secure such advances for taxes, and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the ASSOCIATION in order to preserve and protect its lien, and the ASSOCIATION shall further be entitled to interest at the rate of 12% per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any DWELLING, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to ASSOCIATION, and shall acquire such interest in any DWELLING expressly subject to such lien.

K. The lien herein granted unto ASSOCIATION shall be effective from and after the time of recording in the Public Records of Horry County, South Carolina, a claim of lien stating the description of the DWELLING encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the ASSOCIATION shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the ASSOCIATION'S claim of lien.

In the event that any person, firm or corporation shall acquire title to any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS by virtue of any foreclosure, judicial sale, or deed in lieu of foreclosure, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said DWELLING and its appurtenant undivided interest in COMMON ELEMENTS subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. Such DWELLING however shall be so acquired subject to the lien of any assessment by ASSOCIATION representing an apportionment of Taxes or Special Assessment levied by taxing authorities against the CONDOMINIUM in its entirety. In the event of the acquisition of title to a DWELLING by foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all DWELLINGS as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

L. Whenever any DWELLING may be sold or mortgaged by the owner thereof, which sale shall be concluded only upon compliance with other provisions of this Master Deed, ASSOCIATION, upon written request of the owner of such DWELLING, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to ASSOCIATION by the owner of such DWELLING. Such statement shall be

executed by any Officer of the ASSOCIATION and any purchaser or mortgagee may rely upon such statement and any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, and ASSOCIATION shall be bound by such statement. In the event that a DWELLING is to be sold or mortgaged at the time when payment of any assessment against the owner of said DWELLING and such DWELLING due to ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by the ASSOCIATION) then the proceeds of such purchase or mortgage proceeds, shall be applied by the purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to ASSOCIATION before the payment of any proceeds of purchase or mortgage proceeds to the owner of any DWELLING who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a DWELLING, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by ASSOCIATION which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing to it.

Notwithstanding anything in this Master Deed to the contrary, it is declared that until December 30, 1983, each DWELLING (condominium unit) shall be exempt from the assessment created herein until such time as the DWELLING is conveyed by the grantor to a grantee (owner). Except as expressly provided herein, no DWELLING and its appurtenant percentage interest shall be exempt from said assessment. Moreover, until such time as a DWELLING is conveyed by the grantor, to a grantee, the grantor shall be assessed and pay to the ASSOCIATION in lieu of an assessment thereof a sum equal to the actual amount of operating expenditures for the calendar year less an amount equal to the total assessments made by the ASSOCIATION against owners of DWELLINGS other than those owned by Grantor. The actual operating expenditures for this purpose shall also include any reserve for replacements or operating reserves. Commencing January 1, 1984, the Grantor shall be subject to assessments as provided for in this Master Deed so that it will pay assessments on the same basis provided for under this Master Deed as the same are paid by DWELLING owners.

XXVII.

TERMINATION

This Master Deed and said Plan of Condominium Ownership may only be terminated by the unanimous consent of all of the owners of all DWELLINGS and all of the parties holding mortgages, liens or other encumbrances against any of said DWELLINGS, in which event the termination of the CONDOMINIUM shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Master Deed and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of Horry County, South Carolina.

AMENDMENT OF MASTER DEED

Except for any alteration in the percentages of ownership in COMMON ELEMENTS appurtenant to each DWELLING, or alteration of the basis for apportionment of assessments which may be levied by ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all of the owners of all DWELLINGS and their respective mortgagees shall be required, and except for any alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Grantor, and the Lender which said rights and privileges granted and reserved unto the said Grantor and the Lender shall only be altered, amended or modified with the respective express written consent of the said Grantor or Lender, as the case may be, this Master Deed may be amended in the following manner:

An amendment or amendments to this Master Deed may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors, or by the members of ASSOCIATION owning a majority of the DWELLINGS in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to the Master Deed being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of ASSOCIATION, or other Officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the members of ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonable detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his Post Office address as it appears on the records of ASSOCIATION, the postage thereon paid. Any member may, by written waiver of notice, signed by such member, waive such notice and such waiver, when filed in the records of ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of all the members owning a DWELLING in the CONDOMINIUM in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Master Deed shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Horry County, South Carolina, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Master Deed. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the Officers of ASSOCIATION shall be delivered to all of the owners of all DWELLINGS and mailed to the mortgagees listed in the Registry required to be maintained by Article XXV hereof, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of ASSOCIATION shall be recognized if such member is not in

attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Master Deed shall be adopted which would operate to affect the validity or priority of any Mortgage held by a Mortgagee or which would alter, amend or modify in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any Mortgagee or in favor of Grantor without the consent of all such Mortgagees or Grantor as the case may be.

XXIX.

REMEDIES IN EVENT OF DEFAULT

The owner or owners of each DWELLING shall be governed by and shall comply with the provisions of this Master Deed, and the Articles of Incorporation and the By-Laws of ASSOCIATION and its rules and regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the owner or owners of any DWELLING shall entitle ASSOCIATION or the owner or owners of other DWELLING or DWELLINGS to the following relief:

A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of ASSOCIATION, or its rules and regulations, shall be grounds for relief which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof and which relief may be sought by ASSOCIATION, or, if appropriate, by an aggrieved owner of a DWELLING.

B. The owner or owners of each DWELLING shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a DWELLING or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by the owner of any DWELLING, the ASSOCIATION, if successful, shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any DWELLING be entitled to such attorney's fees.

D. The failure of ASSOCIATION or of the owner of a DWELLING to enforce any right, provision, covenant, or condition which may be granted by this Master Deed or other above mentioned documents shall not constitute a waiver of the right of ASSOCIATION or of the owner of a DWELLING to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to ASSOCIATION or the owner or owners of a DWELLING pursuant to any terms, provisions, covenants or conditions of this Master Deed or other above mentioned documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity.

328

F. The failure of the Grantor, or the Lender to enforce any right, privilege, covenant or condition which may be granted to them, or either of them, by this Master Deed or other above mentioned document shall not constitute waiver of the right of either of said parties to thereafter enforce such right, provision, covenant or condition in the future.

XXX.

USE OR ACQUISITION OF INTEREST IN THE
CONDOMINIUM TO RENDER USER OR ACQUIRER
SUBJECT TO PROVISIONS OF MASTER DEED
RULES AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the CONDOMINIUM in any manner, are subject to the provisions of this Master Deed and all documents appurtenant hereto and incorporated herewith, and the mere acquisition or rental of any DWELLING, or the mere act of occupancy of any DWELLING, shall signify that the provisions of this Master Deed are accepted and ratified in all respects.

XXXI.

RIGHT OF GRANTOR TO SELL OR LEASE DWELLING
OWNED BY IT AND RIGHT OF GRANTOR TO
REPRESENTATION ON BOARD OF DIRECTORS OF ASSOCIATION

So long as the grantor herein, Shoreham Associates, shall own any DWELLING, the said Shoreham Associates shall have the absolute right to lease or sell any such DWELLING to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest. Further, so long as Shoreham Associates is the owner of five (5) or more DWELLINGS, then Shoreham Associates shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the ASSOCIATION. Whenever Shoreham Associates shall be entitled to designate and select any person or persons to serve on any Board of Directors of ASSOCIATION the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of ASSOCIATION, and Shoreham Associates shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Shoreham Associates, need not be a resident in the CONDOMINIUM. The power of the owner to designate Directors as above referred to shall terminate no later than the 1st day of January, 1984.

Any representative of Grantor, serving on the Board of Directors of ASSOCIATION shall not be required to disqualify himself upon any vote upon any management contract or other matter between Grantor and ASSOCIATION where the said Grantor, may have a pecuniary or other interest. Similarly, Grantor, as a member of ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the membership of ASSOCIATION upon any management contract or other matter between Grantor, and ASSOCIATION where Grantor, may have a pecuniary or other interest.

XXXII.

ANNUAL REPORTS TO BE PROVIDED TO LENDER

So long as any Lender is the owner or holder of a mortgage encumbering a DWELLING in the CONDOMINIUM, at

Lender's request ASSOCIATION shall furnish said Lender with at least one (1) copy of the Annual Financial Statement and Report of ASSOCIATION audited and prepared by Certified Public Accountants satisfactory to Lender and setting forth such details as the said Lender may reasonably require, including a detailed statement of annual carrying charges or income collected, and operating expenses, such Financial Statement and Report to be furnished within ninety (90) days following the end of each fiscal year.

XXXIV.

SEVERABILITY

In the event that any of the terms, provisions or covenants of this Master Deed are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XXXIV.

LIBERAL CONSTRUCTION AND ADOPTION
OF PROVISIONS OF CONDOMINIUM ACT

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The South Carolina Horizontal Property Act, 1976 Code of Laws, as the same may be amended from time to time thereafter is hereby adopted and expressly made a part hereof. In the event of any conflict between the provisions of this Master Deed and the said South Carolina Horizontal Property Act of South Carolina, as the same may be amended, said Act shall take the place of the provisions in conflict with the Master Deed.

XXXV.

MASTER DEED BINDING UPON GRANTOR, ITS
SUCCESSORS AND ASSIGNS, AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Master Deed are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS and this Master Deed shall be binding upon Grantor its successors and assigns, and upon all parties who may subsequently become owners of DWELLINGS in the CONDOMINIUM, and their respective heirs, legal representatives, successors and assigns.

XXXVI.

DEFINITIONS

A. The term "DWELLING" or "DWELLINGS" shall be synonymous with the term "Apartment" or "Apartments" as those terms are used under the Horizontal Property Act of the 1976 Code of Laws of South Carolina, as amended.

B. "Building" means a structure or structures containing in the aggregate two or more apartments comprising a part of the property.

C. "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who owns a dwelling within the building.

D. "Assessment" means a dwelling owner's pro rata share of the common expenses which from time to time is assessed against a dwelling owner by the Association.

E. "Association" means council of co-owners as defined by the Horizontal Property Act and also means Shoreham Towers Homeowners Association Inc., the corporate form by which the council of co-owners shall operate.

F. Shoreham Towers "Common Expense" means the expenses for which the dwelling owners are liable to the Association and include:

1. Expenses of administration, expenses of maintenance, insurance, operation, repair or replacement of the common elements and of the portions of dwellings which are the responsibility of the Association;

2. Expenses declared common expenses by provisions of this Master Deed;

3. Any valid charges against the Regime as a whole.

G. "Common Surplus" means the excess of or receipts of the ASSOCIATION, including, but not limited to assessments over the amount of common expenses.

H. "Condominium" means the form of individual ownership of a particular dwelling (apartment) in a building and the common right to a share with other co-owners in the general common elements.

I. "Common Elements" means and includes the elements described in the Horizontal Property Act, and in the Master Deed (including Exhibits), as "general common elements" and also the following:

1. Easements through apartments for conduits, ducts, plumbing, chimneys, wiring, and other facilities for the furnishing of utility services to apartments and the general common elements; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed unless approved in writing by the apartment owner.

2. An easement of support in every portion of an apartment which contributes to the support of a building.

3. Easements through the apartments and general common elements for maintenance, repair and replacement of the apartments and general common elements.

4. Installations for the furnishing of utility services to more than one apartment or to the general common elements or to an apartment other than the one containing the installation, which installation shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

5. The tangible personal property required for the maintenance and operation of the Regime, even though owned by the Association.

IN WITNESS WHEREOF, the GRANTOR, Shoreham Associates, a Joint Venture, has caused these presents to be signed by its Joint Venturers, Robert P. Griffin, and Grover C. Cauthen, and Keys Development Corporation of South Carolina, Joint Venturer, and sealed this 17th day of June, in the year of our Lord One Thousand Nine Hundred Eighty-Three and the Two Hundred Seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Witness

[Signature]
Witness

SHOREHAM ASSOCIATES,
A Joint Venture, by its
Venturers

By: [Signature] (LS)
Robert P. Griffin,
Joint Venturer

By: [Signature] (LS)
Grover C. Cauthen,
Joint Venturer

KEYS DEVELOPMENT CORPORATION
OF SOUTH CAROLINA,
Joint Venturer

[Signature]
Witness

[Signature]
Witness

By: [Signature] (LS)
President

Attest: [Signature] (LS)
Ass't Secretary

STATE OF FLORIDA)
COUNTY OF MONROE)

PROBATE

BEFORE me appeared the undersigned witness, who after first being duly sworn deposes and states that (s)he saw Keys Development Corporation of South Carolina, by its duly authorized officers, sign, seal and deliver the within Master Deed; and that (s)he with the other witness signing abovewitnessed the execution thereof.

[Signature]
Witness

SWORN to before me this
17th day of June, 1983.

[Signature]
Notary Public for Florida, State of Florida
My Commission Expires My Commission Expires April 11, 1986

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

BEFORE me appeared the undersigned witness, who after first being duly sworn deposes and states that (s)he saw Shoreham Associates, A Joint Venture, by Robert P. Griffin, Venturer and Grover C. Cauthen, Venturer, sign, seal and deliver the within Master Deed and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

Sara R. Henderson
Witness

SWORN to before me this
18th day of June, 1983.

[Signature]
My Commission Expires: 11-16-87

BOOK 802 PAGE 333

333

DEFS 000091

ROA 01058

APP 001073

EXHIBIT "A"
MASTER DEED
FOR
SHOREHAM TOWERS, A HORIZONTAL PROPERTY REGIME

NOTE: Exhibit A consists of a plat of survey showing the location of the buildings and other improvements, including the location of common elements, said Plat being recorded in Plat Book 76, at Page 179, Horry County Records, a set of floor plans of the buildings which show graphically the dimensions, area and location of each dwelling therein and the dimensions, area and location of Common Elements affording access to each dwelling, said plans being recorded in Condominium Plat Book 2, Page 50, Horry County Records. If any variation exists between the said plat and plans, the plat shall control. Said Exhibit further includes the following:

There are forty dwellings, all located in a single building consisting of nine habitable floors, floor two being the first habitable floor. All dwellings having a number designation beginning with "2" are on the second floor, "3" on the third floor, "4" on the fourth floor, "5" on the fifth floor, "6" on the sixth floor, "7" on the seventh floor, "8" on the eighth floor. All dwellings having a first letter designation beginning with "P" are on the ninth floor. One dwelling having a designation as "Rooftop Penthouse" is on the tenth floor. The second letter designation for dwellings on Floors 2 through 8, inclusive, and the second number designation for dwellings on floor 9, identify the location of the particular dwelling with respect to other dwellings on the same floor. Only one dwelling is on the tenth floor. The unit identity, designation and location with respect to common elements and other dwellings is as shown upon the plans referred to above by Bartholomew Associates, Inc., Architects, and the plat of survey by C. B. Berry, R.L.S., recorded as set forth above.

Dwellings are of varying sizes. Dwellings on floors 2 through 8, inclusive, with letter designations B, C, and D contain approximately 1,353 square feet. Dwellings on floors 2 through 8 inclusive, with letter designations A and E contain approximately 1,610 square feet. Dwellings on the ninth floor with number designations 2 and 3 contain approximately 1,701 square feet. Dwellings on the ninth floor with number designations 1 and 4 contain approximately 1,936 square feet. The "Rooftop Penthouse" dwelling on the tenth floor contains approximately 2,630 square feet. Actual ground location of the building and improvements is as shown upon the aforesaid plat of survey by C. B. Berry, R.L.S., and shall control over any variation of the building on common elements shown on the plans.

Access to all floors is provided by both stairways and elevators. Access to each dwelling on floors 2 through 9 inclusive is provided by a corridor which runs along the Northwestern side of each building in a generally Southwest-Northeast direction. Each dwelling contains a door which fronts on a branch of the corridor and such branch is a common area. Access to the "Rooftop Penthouse" dwelling on the tenth floor is provided from an elevator lobby which is a common area and stairways to the rooftop area, which is also common. The rooftop area contains planters which are common. On the first floor, on which no dwellings are located, all areas and facilities are common.

BOOK 802 PAGE 334

334
DEFS 000092

ROA 01059

APP 001074

These include all parking areas, drives, landscaping, swimming pools and decks, restroom facilities, bar, seawall, stairs affording access to the upper floors and the beachfront, equipment and mechanical rooms, lobbies and elevators.

There is located on the second floor to the Northeast of the common corridor a "Meeting Room" as designated on the plans, which is a common area. Nothing herein shall prohibit Shoreham Towers Homeowners Association, Inc. from using said room for any lawful purpose pursuant to proper corporate authority. There is an additional parking area to the Northeast of the building across Ocean Boulevard. Nothing herein shall prohibit its use by Shoreham Towers Homeowners Association, Inc. for any lawful purpose pursuant to proper corporate authority, including its sale should it not be needed for parking or other use.

As to each dwelling: all built-in kitchen appliances, the refrigerator, air conditioning and heating units, and hot water heaters located in or providing service to each unit are a part of the unit in which they are located or which they service and are not common elements. All balconies adjacent to each dwelling, including the railing attached thereto, are a part of that dwelling and not common areas, although such may be subject to other restrictions on use as set out elsewhere in this Master Deed, including but not limited to a restriction in favor of a common design, painting and color scheme for the building.

Reference to areas as common elements or areas herein shall be in addition to and be read in conjunction with further designation of common elements and areas set out in other portions of this Master Deed or Exhibits hereto.

EXHIBIT "B"

MASTER DEED

SHOREHAM TOWERS, A HORIZONTAL PROPERTY REGIME

SCHEDULE of percentage (%) of undivided interest in common elements appurtenant to dwellings in Shoreham Towers, a Condominium. Statutory value is for statutory purposes only and has no relationship to the actual value of each dwelling.

<u>DWELLING NUMBER</u>	<u>VALUE FOR STATUTORY PURPOSES</u>	<u>% OF UNDIVIDED INTEREST IN COMMON ELEMENTS</u>
2A	\$125,000.00	2.6456
3A	"	"
4A	"	"
5A	"	"
6A	"	"
7A	"	"
8A	"	"
2E	"	"
3E	"	"
4E	"	"
5E	"	"
6E	"	"
7E	"	"
8E	"	"
2B	120,000.00	2.2232
3B	"	"
4B	"	"
5B	"	"
6B	"	"
7B	"	"
8B	"	"
2C	"	"
3C	"	"
4C	"	"
5C	"	"
6C	"	"
7C	"	"
8C	"	"
2D	"	"
3D	"	"
4D	"	"
5D	"	"
6D	"	"
7D	"	"
8D	"	"
P1	135,000.00	3.1813
P4	"	"
P2	130,000.00	2.7951
P3	"	"
Rooftop	150,000.00	4.3216
Penthouse		100.0000%

BOOK 802 PAGE 336

336

DEFS 000094

EXHIBIT "C"

BY-LAWS OF
SHOREHAM TOWERS HOMEOWNERS ASSOCIATION INC.

(A Corporation Not for Profit)

1. IDENTITY

These are the By-Laws of Shoreham Towers Homeowners Association, Inc., a non-profit corporation existing under the laws of the State of South Carolina, (hereinafter referred to as ASSOCIATION), which has been organized for the purpose of administering a condominium established as a horizontal property regime pursuant to the Horizontal Property Act which is Chapter 31 of the 1976 Code of Laws of South Carolina. This Horizontal Property Regime is identified by the name of Shoreham Towers, A Horizontal Property Regime, (hereinafter referred to as CONDOMINIUM), and is located upon the following lands in Horry County, South Carolina:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. SIX (6) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot No. Seven (7) of Block Thirty (30), on the South by the high water mark of the Atlantic Ocean, and on the West by Lot No. Five (5) of Block Thirty (30). Said lot measures 60 feet in width and 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 735 at Page 297, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. SEVEN (7) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot No. Eight (8) of Block Thirty (30), on the South by the high water mark of the Atlantic Ocean, and on the West by Lot No. Six (6) of Block Thirty (30). Said lot measures 60 feet in width and 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 735 at Page 297, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT

337

NO. EIGHT (8) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot No. Nine (9) of Block Thirty (30), on the South by the high water mark of the Atlantic Ocean, and on the West by Lot No. Seven (7) of Block Thirty (30). Said lot measures 60 feet in width and approximately 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 2, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars

Derivation: Deed Book 735 at Page 297, Horry County Records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. EIGHT (8) of BLOCK THIRTY-THREE (33) of the property of Crescent Beach Corporation, and bounded on the North by Second Avenue (now Perrin Drive), on the East by Lot No. Nine (9) of Block Thirty-three (33), on the South by First Avenue (now Ocean Boulevard), and on the West by Lot No. Seven (7) of Block Thirty-three (33). Said lot measures 60 feet in width and 120 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 736 at Page 349, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or tract of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being more particularly described as being the property lying between the Ocean front lot lines of LOTS NO. SIX (6), NO. SEVEN (7), and NO. EIGHT (8) of BLOCK THIRTY (30), of the property of Crescent Beach Corporation, and the mean high water mark of the Atlantic Ocean, and bounded on the North by the Ocean front lot lines of the above mentioned lots, on the East and West by other properties lying between front lot lines in Block 30 and the mean high water mark of the Atlantic Ocean, and on the South by the high water mark of the Atlantic Ocean. Reference is made to the map recorded in Plat Book 3, at Page 23, Records of Horry County, as a part of this description for further particulars.

Derivation: Deed Book 801, at Page 877 Horry County Records.

a) The property (the term "property" as used herein means and includes the land, the buildings, all improvements, and structures thereon) located in Horry County, South Carolina, known as Shoreham Towers, A Horizontal Property Regime, which has been or will be submitted to the provisions of the Horizontal Property Act

338

of South Carolina, any and all of which property shall hereafter be known as Shoreham Towers, a Horizontal Property Regime (hereinafter referred to as "Regime").

b) The provisions of these By-Laws are applicable to said CONDOMINIUM, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Articles of Incorporation and which may be contained in the formal Master Deed which will be recorded in the Public Records of Horry County, South Carolina, at the time said property and the improvements now or hereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Master Deed to be controlling wherever the same may be in conflict herewith.

c) All present and future owners, tenants, future tenants, or their employees, or any other person that might use said CONDOMINIUM or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Master Deed.

d) The office of the ASSOCIATION shall be at North Myrtle Beach, South Carolina or such other place as the Board of Directors may designate from time to time.

e) The fiscal year of the ASSOCIATION shall be the calendar year.

f) The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, and the word "South Carolina" the words "Corporation Not for Profit," and the year of incorporation, an impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

a) The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article IV of the Articles of Incorporation of the ASSOCIATION, the provisions of which said Article IV of the Articles of Incorporation are incorporated herein by reference.

b) A quorum at members' meetings shall consist of persons entitled to cast a majority (51% of the value of the property) of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, either personally or by proxy, shall constitute the presence of such person for the purpose of determining a quorum.

c) The vote of the owners of a DWELLING owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the DWELLING and filed with the Secretary of the ASSOCIATION, and such certificate shall be valid until revoked by subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

e) Approval or disapproval of a DWELLING owner upon any matters, whether or not in the subject of an ASSOCIATION

meeting, shall be by the same person who would cast the vote of such owner if in an ASSOCIATION meeting.

f) Except where otherwise required under the provisions of the Articles of Incorporation of the ASSOCIATION, these By-Laws, the Master Deed, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the DWELLINGS represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a) The Annual Members' Meeting shall be held at the office of the ASSOCIATION at 10:00 o'clock P.M. E.S.T., on the fourth Saturday in September of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday.

b) Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from members of the ASSOCIATION owning a majority of the DWELLINGS.

c) Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the ASSOCIATION, or other Officer of the ASSOCIATION in absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at his post office address as it appears on the records of the ASSOCIATION, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not been attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Master Deed, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance is greater than a quorum, is present.

d) At meetings of membership, the President, shall preside, or in the absence of him, the membership shall select a chairman.

e) The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting, shall be:

- i) Calling of the roll and certifying of proxies
- ii) Proof of notice of meeting or waiver of notice
- iii) Reading of minutes
- iv) Reports of Officers
- v) Reports of Committees
- vi) Appointment by Chairman of Inspectors of Election
- vii) Election of Directors
- viii) Unfinished business
- ix) New business
- x) Adjournment

4. BOARD OF DIRECTORS

a) The first Board of Directors of the ASSOCIATION and succeeding Boards of Directors shall consist of five (5) persons. At least a majority of the Board of Directors shall be members of the ASSOCIATION, or shall be authorized representatives, officers, or employees of a corporate member of the ASSOCIATION. Provided that so long as Shoreham Associates, hereinafter referred to as "OWNER", is the owner of five (5) or more DWELLINGS, then Shoreham Associates shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the ASSOCIATION. The power of the OWNER to designate Directors as above referred to shall terminate not later than the 1st day of January, 1984.

b) Election of Directors shall be conducted in the following manner:

i) OWNER, Sponsor of the CONDOMINIUM, shall, at the beginning of the election of the Board of Directors, designate and select that number of the members of the Board of Directors which it should be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection by OWNER by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by OWNER shall be deemed and considered for all purposes Directors of the ASSOCIATION, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provision of these By-Laws.

ii) All members of the Board of Directors whom OWNER shall not be entitled to designate and select under the terms and provisions of these By-Laws, shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the ASSOCIATION immediately following the designation and selection of the members of the Board of Directors whom OWNER shall be entitled to designate and select.

iii) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by OWNER, such vacancy shall be filled by OWNER designating and selecting, by written instrument delivered to any Officer of the ASSOCIATION, the successor Director to fill the vacated Directorship for the unexpired term thereof.

iv) At the first Annual Meeting of the members held after the Master Deed has been recorded in the Public Records of Horry County, South Carolina, the term of office of the two (2) Directors receiving the highest plurality of

341

votes shall be established at two (2) years, and the three (3) Directors selected by Shoreham Associates shall serve until Shoreham Associates, no longer has the power, as provided herein, to select members of the Board of Directors. Thereafter, as many Directors of the ASSOCIATION shall be selected at the Annual Meeting as there are regular terms of office of Directors expiring at such time. The term of the Directors so selected at the Annual Meeting of members each year shall be for two (2) years expiring at the second Annual Meeting following their election, and thereafter until their successors are duly elected and qualified or until removed in the manner elsewhere provided or as may be provided by law for the removal of Directors of South Carolina Corporations for profit.

v) In the election of Directors, there shall be appurtenant to each DWELLING as many votes for Directors as there are Directors to be elected, provided, however, that no member or owner of any Dwelling may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

vi) In the event that OWNER, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the ASSOCIATION, the said OWNER shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacement of any person or persons designated by OWNER to serve on any Board of Directors of the ASSOCIATION shall be made by written instrument delivered to any officer of the ASSOCIATION, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by OWNER to any officer of the ASSOCIATION.

c) The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present.

d) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

e) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally, or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

f) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

g) A quorum at a Director's meeting shall consist of the Directors entitled to cast a majority of the votes of

the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Master Deed. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, the By-Laws or the Master Deed, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(h) The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

(i) Directors' fees, if any, shall be determined by the members.

(j) The Board of Directors shall manage and direct the affairs of the ASSOCIATION and subject to any restrictions imposed by law, by the Master Deed, or these By-Laws, may exercise all of the powers of the ASSOCIATION subject only to approval by the co-owners when such is specifically required of these By-Laws. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Master Deed or these By-Laws, if it may deem necessary or appropriate in the exercise of its powers and shall include, without limiting the generality of the foregoing, the following:

i) To make, levy and collect assessments against members and members' DWELLINGS to defray the costs of the common areas and facilities of the Condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the ASSOCIATION:

ii) The maintenance, repair, replacement, operation surveillance and the management of the common areas and facilities of the CONDOMINIUM wherever the same is required to be done and accomplished by the ASSOCIATION for the benefit of its members;

iii) The reconstruction of improvements after casualty and the further improvement of the property, real and personal;

iv) To make and amend regulations governing the use of the property, real and personal, in the CONDOMINIUM project so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Master Deed.

v) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including DWELLINGS in the CONDOMINIUM, as may be necessary or convenient in the operation and management of the

CONDOMINIUM, and in accomplishing the purposes set forth in the Master Deed.

vi) To contract for the management of the common areas and facilities in the CONDOMINIUM project and to designate to such contractor all of the powers and duties of the ASSOCIATION, except those which may be required by the Master Deed to have approval of the Board of Directors or membership of the ASSOCIATION.

vii) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the ASSOCIATION, the Master Deed and the regulations hereinafter promulgated governing use of the property in the CONDOMINIUM.

viii) To pay all taxes and assessments which are liens against any part of the CONDOMINIUM other than DWELLINGS and the appurtenances thereto, and to assess the same against the members and their respective DWELLINGS subject to such liens.

ix) To carry insurance for the protection of the members and the ASSOCIATION against casualty and liability.

x) To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate DWELLINGS; and

xi) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the ASSOCIATION as well as the dismissal of said personnel.

(k) The first Board of Directors of the ASSOCIATION shall be comprised of the five (5) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first Annual Meeting of the members of the ASSOCIATION called after the property identified herein has been submitted to the plan of Condominium ownership and the Master Deed has been recorded in the Public Records of Horry County, South Carolina. Should any member of said first Board of Directors be unable to serve for any reason, a majority of the remaining members of the Board of Directors shall have the right to select and designate a party to act and serve as a Director for the unexpired term of said Director who is unable to serve.

(l) The undertakings and contracts authorized by said first Board of Directors shall be binding upon the ASSOCIATION in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after the property identified herein has been submitted to the plan of Condominium ownership and said Master Deed has been recorded in the Horry County Public Records, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the ASSOCIATION in accordance with all applicable Condominium documents.

(m) Directors may be removed from office in the manner provided by law for the removal of directors of South Carolina corporations for profit.

5. ADDITIONAL PROVISIONS ABOUT MEETINGS OF MEMBERS AND DIRECTORS

(a) Notwithstanding anything contained in these By-Laws to the contrary any meeting of members or Directors may be held at any place within or without the State of South Carolina of which notice is given in the notice of any such meeting or notice of which is waived by any person otherwise entitled thereto at, during or after any such meeting.

(b) To the extent now or from time to time hereafter permitted by the law of South Carolina the Directors may take any action which they might take at a meeting of Directors without a meeting, a record of any such action so taken, signed by each Director, to be retained in the ASSOCIATION'S Minute Book and given equal dignity by all persons to the minutes of meetings duly called and held.

6. OFFICERS

(a) The executive offices of the ASSOCIATION shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

(b) The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the ASSOCIATION. He shall further have the power to approve (but not to disapprove) proposed purchasers of DWELLINGS and to waive the ASSOCIATION'S right of first refusal in the manner specified in the Master Deed.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books

of the ASSOCIATION in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of the ASSOCIATION shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the ASSOCIATION, nor preclude the contracting with a Director for the management of the Condominium.

7. FISCAL MANAGEMENT

The provisions for fiscal management of the ASSOCIATION set forth in the Master Deed and Articles of Incorporation shall be supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each DWELLING. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the ASSOCIATION, including but not limited to the following items:

- i) Common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of COMMON ELEMENTS, landscaping, street and walkways, office expense, swimming pool, utility services, casualty insurance, liability insurance, administration and reserves (operating and replacement); and
- ii) Proposed assessments against each member.

Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

(c) The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof. The assessments will initially be on a quarterly basis unless changed by a vote of the majority or the Board of Directors.

(d) The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by

346

the Directors and in which the monies of the ASSOCIATION shall be deposited.

(c) An audit of the accounts of the ASSOCIATION shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

(f) Fidelity bonds may be required by the Board of Directors from all officers and employees of the ASSOCIATION and from any contractor handling or responsible for ASSOCIATION funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the ASSOCIATION.

8. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles 6. OFFICERS

(a) The executive offices of the ASSOCIATION shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

(b) The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the ASSOCIATION. He shall further have the power to approve (but not to disapprove) proposed purchasers of DWELLINGS and to waive the ASSOCIATION'S right of first refusal in the manner specified in the Master Deed.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities and

11
800 802 P. 347

347

DEFS 000105

evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the ASSOCIATION in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of the ASSOCIATION shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the ASSOCIATION, nor preclude the contracting with a Director for the management of the Condominium.

7. FISCAL MANAGEMENT

The provisions for fiscal management of the ASSOCIATION set forth in the Master Deed and Articles of Incorporation shall be supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each DWELLING. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the ASSOCIATION, including but not limited to the following items:

i) Common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of COMMON ELEMENTS, landscaping, street and walkways, office expense, swimming pool, utility services, casualty insurance, liability insurance, administration and reserves (operating and replacement); and

ii) Proposed assessments against each member.

Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

(c) The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof. The assessments will initially be on a quarterly basis unless changed by a vote of the majority or the Board of Directors.

348

(d) The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the ASSOCIATION shall be deposited.

(e) An audit of the accounts of the ASSOCIATION shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not become effective without the prior written consent of Shoreham Associates.

10. CONFLICTS

In the event of any conflict between the provisions of the Master Deed and the provisions of these By-Laws, the provisions of the Master Deed shall control.

SHOREHAM TOWERS
HOMEOWNERS ASSOCIATION, INC.

By: 
Secretary

Date: 6/21/82

13
BOOK 802 PAGE 349

349

DEFS 000107

ROA 01074

APP 001089

The State of South Carolina
EXECUTIVE DEPARTMENT

CERTIFICATE OF INCORPORATION
BY THE SECRETARY OF STATE

WHEREAS, Robert P. Griffin, 1301 48th Ave., North Myrtle Beach, SC
Grover C. Cauthen, 1301 48th Ave., North Myrtle Beach, SC

two or more of the officers or agents appointed to supervise or manage the affairs of
SHOREHAM TOWNS HOMEOWNERS ASSOCIATION, INC.

which has been duly and regularly organized, did on the 15th day of
June, A. D. 1981, file with Secretary of State a written declaration setting forth

That, at a meeting of the aforesaid organization held pursuant to the by laws or regulations of the said organization, they
were authorized and directed to apply for incorporation

That, the said organization holds, or desires to hold property in common for Religious, Educational, Social, Fraternal,
Charitable or other eleemosynary purpose, or any two or more of said purposes, and is not organized for the purpose of profit
or gain to the members, otherwise than as above stated, but for the insurance of life, health, accident or property, and that three
days' notice in the Sun News, a newspaper published in the
County of Horry, has been given that the aforesaid Declaration would be filed

And Whereas, Said Declarants and Petitioners further declared and affirmed

FIRST. Their names and residences are as above given

SECOND. The name of the proposed Corporation is SHOREHAM TOWNS HOMEOWNERS ASSOCIATION, INC.

THIRD. The place at which it proposes to have its headquarters or be located is 2107 S. Ocean Blvd.
N. Myrtle Beach, SC

FOURTH. The purpose of the said proposed Corporation is to administer the operation and management of
Shoreham Towns Horizontal property Regime in accordance with the attached proposed Articles of
Incorporation of the Homeowners association of said regime and its bylaws.

FIFTH. The names and residences of all Managers, Trustees, Directors or other officers are as follows:

Robert P. Griffin	1301 48th Ave. N., Myrtle Beach, SC	Dir.-Pres.
Grover C. Cauthen	1301 48th Ave. N., Myrtle Beach, SC	Dir.-Sec.-Treas.

SIXTH. That they desire to be incorporated in perpetuity

Now, THEREFORE, I, JOHN T. CAMPBELL, 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 said 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
said Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto



GIVEN under my hand and the seal of the State, at Columbia,
this 15th day of June
in the year of our Lord one thousand nine hundred and
81 and in the two hundred and
seventy-ninth year of the Independence of the
United States of America

JOHN T. CAMPBELL
Secretary of State

EXHIBIT 802 P. 350

DEFs 000108

ROA 01075

APP 001090

EXHIBIT "D"

ARTICLES OF INCORPORATION
OF SHOREHAM TOWERS HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of South Carolina for the Formation of Corporations Not for Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the proposed corporation shall be Shoreham Towers Homeowners Association, Inc.

II.

The purpose and objects of the corporation shall be to administer the operation and management of Shoreham Towers, a Horizontal Property Regime (hereinafter referred to as "the CONDOMINIUM"), a multi-story apartment project to be established in accordance with the Horizontal Property Act of the State of South Carolina upon the following described property situate, lying and being in Horry County, South Carolina, to wit:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO SIX (6) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot Seven (7) of Block Thirty (30), on the South by the High water mark of the Atlantic Ocean, and on the West by Lot No Five (5) of Block Thirty (30). Said lot measures 60 feet in width and 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. SEVEN (7) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot Eight (8) of Block Thirty (30), on the South by the High water mark of the

1
802 P. 351

351

DEFS 000109

Atlantic Ocean, and on the West by Lot No Six (6) of Block Thirty (30). Said lot measures 60 feet in width and 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. EIGHT (8) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot Nine (9) of Block Thirty (30), on the South by the High water mark of the Atlantic Ocean, and on the West by Lot No Seven (7) of Block Thirty (30). Said lot measures 60 feet in width and approximately 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 2, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT. NO EIGHT (8) of BLOCK THIRTY-THREE (33) of the property of Crescent Beach Corporation, and bounded on the North by Second Avenue (now Perrin Drive), on the East by Lot Nine (9) of Block Thirty-three (33), on the South by First Avenue (now Ocean Boulevard), and on the West by Lot No Seven (7) of Block Thirty-three (33). Said lot measures 60 feet in width and 120 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or tract of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being more particularly described as being the property lying between the Ocean front lot lines of LOTS NO SIX (6), NO. SEVEN (7), and NO. EIGHT (8) of BLOCK THIRTY (30), of the property of Crescent Beach Corporation, and the mean high water mark of the Atlantic Ocean, and bounded on the North by the Ocean front lot lines of the above mentioned lots, on the East and West by other properties lying between front lot lines in block 30 and the mean high water mark of the Atlantic Ocean, and on the South by the High water mark of the Atlantic Ocean. Reference is made to the map recorded in Plat Book 3, at Page 23, Records of Horry County, as a part of this description for further particulars.

And to undertake the performance of the acts and duties incident to the administration of the operation and management of said CONDOMINIUM in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Master Deed which will be recorded in the Public Records of Horry County, South Carolina, at the time said property and the improvements now or hereafter situate thereon, are submitted to a plan of condominium

8012 802 352

352
DEFS 000110

ownership; and to own, operate, lease, sell, trade and otherwise necessary or convenient in the administration of said CONDOMINIUM. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

III.

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.
2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation including, but not limited to, the following:
 - a. To make and establish reasonable rules and regulations governing the use of DWELLINGS and COMMON ELEMENTS in said CONDOMINIUM as said terms may be defined in said Master Deed to be which this Corporation is chartered.
 - b. To levy and collect assessments against members of the Corporation to defray the common expenses of the CONDOMINIUM as may be provided in said Master Deed and in the By-Laws of the Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including DWELLINGS in said CONDOMINIUM, which may be necessary or convenient in the operation and management of the CONDOMINIUM and in accomplishing the purposes set forth in said Master Deed.
 - c. To maintain, repair, replace, operate and manage the CONDOMINIUM and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvements in the CONDOMINIUM property.
 - d. To contract for the management of the CONDOMINIUM and to delegate to such contractor all of the powers and duties of the ASSOCIATION except those which may be required by the

353

Master Deed to have approval of the Board of Directors or Membership of the Corporation.

c. To enforce the provisions of said Master Deed, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of said CONDOMINIUM as same may be hereafter established.

f. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Master Deed aforementioned.

IV.

The qualifications of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. The owners of all DWELLINGS in the CONDOMINIUM shall be members of the Corporation, and no other persons or entities shall be entitled to membership, except as provided in Item (5) of this Article IV.

2. Membership shall be established by the acquisition of fee-simple title to a DWELLING in the CONDOMINIUM or by acquisition of a fee ownership interest therein, whether by conveyance, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any DWELLING, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more DWELLINGS, or who may own a fee ownership interest in two or more DWELLINGS, so long as such party shall retain title to or a fee ownership interest in any DWELLING.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his DWELLING. The funds and assets of the Corporation shall be loaned solely to the Corporation subject to the limitation that the same be expended,

held or used for the benefit of the Membership and for the purposes authorized herein, in the Master Deed and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each DWELLING in the CONDOMINIUM, which vote may be exercised or cast by the owner or owners of each DWELLING in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one DWELLING, such member shall be entitled to exercise or cast as many votes as he owns DWELLINGS, in the manner provided by said By-Laws.

5. Until such time as the property described in Article II hereof, and the improvements which may be hereafter constructed thereon, are submitted to a plan of CONDOMINIUM ownership by the recordation of said Master Deed, the Membership of the Corporation shall be comprised of the Subscribers to these Articles, each of which Subscribers shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

V.

The Corporation shall have perpetual existence.

VI.

The principal office of the Corporation shall be located in South Carolina, but the Corporation may maintain offices and transact business in such other places within or without the State of South Carolina as may from time to time be designated by the Board of Directors. The principal office of the Corporation shall be located at 2107 South Ocean Boulevard, North Myrtle Beach, South Carolina 29582.

VII.

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board

BOOK 802 PAGE 355

355

DEFS 000113

of Directors. The Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the CONDOMINIUM and the affairs of the Corporation and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

VIII.

The number of members of the first Board of Directors of the Corporation shall be five (5). The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Corporation. The members of the Board of Directors shall be elected by the members of the Corporation at the Annual Meeting of the Membership as provided by the By-Laws of the Corporation, and at least a majority of the Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of the Corporation. Notwithstanding the foregoing, so long as Shoreham Associates, hereinafter referred to as "OWNER," is the owner of five (5) or more DWELLING in said CONDOMINIUM, OWNER shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the ASSOCIATION; OWNER may designate and select the person or persons to serve as a member or members of each said Board of Directors of the ASSOCIATION. OWNER may designate and select the person or persons to serve as a member or members of each said Board of Directors in the manner provided in the By-Laws of the Corporation. The power of the OWNER to designate directors as above referred to shall terminate on the 31st day of December, 1983.

IX.

The Board of Directors shall elect a President, Secretary, and Treasurer, and as many Vice Presidents, Assistant Secretaries

and Assistant Treasurers as the Board of Directors shall determine. President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of the President and Secretary or Assistant Secretary be held by the same person.

X.

The names and post office addresses of the first Board of Directors, who, subject to the provisions of the Articles of Incorporation, the By-Laws, and the laws of the State of South Carolina, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert P. Griffin	1301 48th Avenue North Myrtle Beach, S. C. 29577
Grover C. Cauthen	1301 48th Avenue North Myrtle Beach, S. C. 29577

XI.

The subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Corporation, the names of which Subscribers and their respective post office addresses are more particularly set forth in Article X above.

XII.

The Officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

Robert P. Griffin	President
Grover C. Cauthen	Secretary-Treasurer

XIII.

802 357

357

DEFS 000115

The first By-Laws of the Corporation shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the By-Laws.

XIV.

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement of indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

XV.

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation owning a majority of the total value of the property in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation, or other Officer of the Corporation in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the Corporation and the membership for a date not sooner than twenty

8
BOUT 802 P. 358

358

DEFS 000116

(20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments or printed notice of such Meeting stating the time and place of the meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) or more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such member. At such Meeting, the Amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two-thirds of the total value of the property in the CONDOMINIUM in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of South Carolina, and upon the registration of such Amendment or Amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Horry County, South Carolina, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

8029 P. 359

359

DEFS 000117

WHEREFORE, Your Petitioners pray that the Secretary of State does issue to the aforesaid Shoreham Towers Homeowners Association, Inc. a charter with all rights, powers, privileges and immunities and subject to all of the limitations and liabilities conferred by Chapter 31, Title 33, 1976 Code of Laws of South Carolina, and acts amendatory thereto.


Robert P. Griffin

Grover C. Cauthen

June 3, 1983
(Date)

10
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360

DEFS 000118

ROA 01085

APP 001100

Deed BK: 4564 PG: 1806 Doctype: 001 06/22/2022 at 11:22:08 AM, 1 OF 5 County
Stamps: \$522.50 State Stamps: \$1235.00 ELECTRONICALLY RECORDED Marion D.
Foxworth III, Horry County, SC Registrar of Deeds

35715040311

Prepared By and Return to:
Tide Law Firm, LLC
3573 Fountain Lane
Suite A
Myrtle Beach, SC 29577

File No.: 22-1086

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

)
)
)
WARRANTY DEED

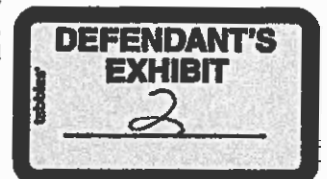
KNOW ALL MEN BY THESE PRESENTS, that David W. Sprouse and Sandra M. Sprouse, in the State aforesaid, for and in consideration of the sum of **FOUR HUNDRED SEVENTY FIVE THOUSAND AND 00/100 Dollars (\$475,000.00)**, unto us paid by David L. Young and Darlene J. Young in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said **David L. Young and Darlene J. Young, as joint tenants with rights of survivorship, and not as tenants in common**, their heirs and assigns, forever, in fee simple, the following described property, to wit:

DWELLING No. 7-E of Shoreham Tower, a Horizontal Property Regime established by Master Deed dated June 17, 1983, recorded in Deed Book 802, page 305 through 380, records of Horry County, and all Exhibits thereto.

SUBJECT to all of the provisions of the aforesaid Master Deed and Exhibits thereto.

TOGETHER with all of the appurtenances thereto according to said Master Deed and Exhibits thereto and the Grantees assume and agree to observe and perform their obligations under said Master Deed and out Exhibits thereto, including but not limited to, payment of assessments for the maintenance and operation of the dwelling and condominium. **AND SUBJECT** to the provision of the By-Laws and Articles Incorporation of Shoreham Towers Homeowners Association, Inc. and to all other reservations and restrictions of record, easements, zoning ordinances and rights-of-way of record, including those as set out on the recorded map.

OCEAN FRONT PROPERTY DISCLOSURE STATEMENT: Pursuant to South Carolina Code Annotated Section 48-39-330 (1988 Supp.), the Grantor discloses to the Grantee that the property or a portion thereof is or may be subject to statutory regulation imposed by the South Carolina Coastal Zone Act of 1977, South Carolina Code Ann. Section 48-39-12, et seq. (1988), as amended by The South Carolina Beach Management Act, South Carolina Code Annotated Section 48-39-270 et seq. (1988 Supp.), hereinafter collectively called "the Acts". The Acts involves and may subject the property to the creation and existence of base lines, setback lines, the velocity zone, and an erosion rate, all as is more fully defined in the Acts. Part or all of the property is or may be located



seaward of the setback lines, the minimum setback line or baseline, and has an erosion rate, all as is more fully defined in the Acts determined by the South Carolina Coastal Council. All or part of the property is or may be within the velocity zone as determined by the Federal Emergency Management Agency.

The Acts may also restrict the Grantee's right to build, repair, or rebuild structures on the property. No structure may be constructed seaward of the setback line without a permit issued by the South Carolina Coastal Council. Pursuant to the Acts, the locations of the baselines and setback lines are subject to change. The methodology utilized in determining the exact location of the setback lines and baselines on the property and the currently applicable erosion rate may be obtained from the South Carolina Coastal Council. The methodology described above must be utilized in a case-by-case, property-by-property manner for exact, surveyed determination to be made of the location of the baselines and setback lines. The Grantor makes no representations to the Grantee concerning the location of such baselines, setback lines, or the velocity zone, the effect of such regulations on the property, or the accuracy of the forgoing disclosure or plat.

This being the identical property conveyed to David W. Sprouse and Sandra M. Sprouse by Deed from Keith Cooper, dated November 18, 2011 and recorded November 21, 2011 in Deed Book 3553 at Page 496, in the Office of the Register of Deeds for Horry County.

PIN and/or TMS #: 357-15-04-0311 & 156-04-36-077

Property Address: 2307 South Ocean Boulevard, Unit 7-E, North Myrtle Beach, SC 29582

Grantee(s) Address: 2528 Saddleridge Drive, Raleigh, NC 27615

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said David L. Young and Darlene J. Young, as joint tenants with rights of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple.

AND Grantors do hereby bind themselves and their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said David L. Young and Darlene J. Young, as joint tenants with rights of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple, against the Grantors' heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF our Hands and Seals this 17 day of June, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
1st Witness

David W. Sprouse
David W. Sprouse

Emily Lary
Notary/2nd Witness

Sandra M. Sprouse
Sandra M. Sprouse

Witnesses are not a party to or beneficiary of the transaction

STATE OF SC
COUNTY OF Horry

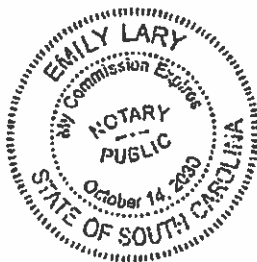
)
)
)
ACKNOWLEDGEMENT
(S.C. Code Ann. §30-5-30(B)(C))

I, Emily Lary, a Notary Public, does hereby certify that David W. Sprouse and Sandra M. Sprouse personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness my hand and official seal this 17 day of June, 2022

(Seal)

Emily Lary
Notary Public in and for
My Commission Expires: 10/14/2030



AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned, who being duly sworn, depose and state:

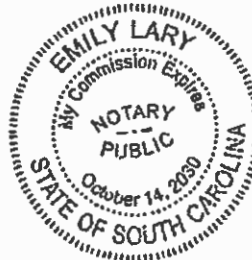
1. We have read the information on the back of this affidavit and we understand such information.
2. The property being transferred is located at 2307 South Ocean Boulevard, Unit 7-E, North Myrtle Beach, SC 29582, bearing Horry County Tax Map Number(s) 357-15-04-0311 & 156-04-36-077, and was transferred by David W. Sprouse and Sandra M. Sprouse to David L. Young and Darlene J. Young on June 22, 2022.
3. Check one of the following: The deed is
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ exempt from the deed recording fee because (See Information section of affidavit):
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$475,000.00
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$
5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$
6. The deed recording fee is computed as follows:
 - (a) ☐ Place the amount listed in item 4 above here: 475,000.00
 - (b) ☐ Place the amount listed in item 5 above here: (If no amount is listed, place zero here)
 - (c) ☐ Subtract Line 6(b) from Line 6(a) and place result here: 475,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$1,757.50
8. As required by Code Section 12-24-70, we state that we are responsible persons who were connected with the transaction as: Sellers.
9. We understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned no more than one year, or both.

David W. Sprouse
David W. Sprouse

Sandra M. Sprouse
Sandra M. Sprouse

SUBSCRIBED and sworn to before me this
11 day of June, 2022.

Emily Lary (SEAL)
Notary Public for SC
My Commission Expires: 10/14/2030



Deed BK: 4564 PG: 1810 Doctype: 001 06/22/2022 at 11:22:08 AM, 5 OF 5 County
Stamps: \$522.50 State Stamps: \$1235.00 ELECTRONICALLY RECORDED Marion D.
Foxworth III, Horry County, SC Registrar of Deeds

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Tide Law Firm, LLC

ADDRESS:

3573 Fountain Ln Ste A

Myrtle Beach, SC 29577-7436

TELEPHONE: (843) 602-7089

FAX: (843) 602-7089

E-MAIL ADDRESS: Brett@tidelawfirm.com

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 475000.00

BRIEF PROPERTY DESCRIPTION: Unit 7-E, Shoreham Towers HPR

TAX MAP NUMBER (TMS #) 357-15-04-0311 / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
1.	<u>SPROLSE</u>	<u>DAVID</u>	<u>W.</u>
2.	<u>SPROLSE</u>	<u>SANDRA</u>	<u>M.</u>

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
1.	<u>YOUNG</u>	<u>DAVID</u>	<u>L.</u>
2.	<u>YOUNG</u>	<u>DARLENE</u>	<u>L.</u>

Dud' B. 802 pg. 305 04769

INDEX
TO
MASTER DEED

FILED
HONOLULU COUNTY

JUN 22 AM 8:37

SHOREHAM TOWERS, A HORIZONTAL PROPERTY REGISTRATION
ALLIE G. RICHARDSON
CLERK OF COURT

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	Property Description	1
II	Survey and Description of Improvements	3
III	Dwelling and Common Elements	3
IV	Ownership of Dwellings and Appurtenant Interest in Common Elements	3
V	Restriction Against Further Subdividing of Dwellings and Separate Conveyance of Appurtenant Common Elements, Etc.	4
VI	Condominium Subject to Restrictions, Etc.	4
VII	Perpetual Non-Exclusive Easement in Common Elements	4
VIII	Easement for Unintentional and Non-Negligent Encroachments	5
IX	Restraint upon Separation and Partition of Common Elements	5
X	Percentage of Undivided Interest in Common Elements Appurtenant to Each Dwelling	5
XI	Easement for Air Space	5
XII	Administration of Shoreham Towers by Shoreham Towers Home Owners Association	6
XIII	Residential Use Restriction Applicable to Dwellings	6
XIV	Use of Common Elements Subject to Rule of Association	7
XV	Condominium to be Used for Lawful Purposes, Restriction against Nuisances, Etc.	7
XVI	Right of Entry into Dwellings in Emergencies	7
XVII	Right of Entry for Maintenance of Common Elements	7
XVIII	Limitation upon Right of Owners to alter and Modify Dwellings	8
XIX	Right of Association to Alter and Improve Common Elements and Assessment Therefor	8
XX	Maintenance and Repair by Owners of Dwellings	8
XXI	Maintenance and Repair of Common Elements by Association	9
XXII	Personal Liability and Risk of Loss of Owner of Dwelling and Separate Insurance Coverage, Etc.	9

BOOK 8021 PAGE 305

Book 802 pg. 305
ROA 01091

PLAINTIFF'S
EXHIBIT

5

305
APP 001106

XXIII	Insurance Coverage to be Maintained by Association: Insurance Trustee, Appointment and Duties: Approval of Insurers by Institutional Lender: Use and Distribution of Insurance Proceeds, Etc.	10
XXIV	Apportionment of Tax or Special Assessment if levied and Assessed Against the Condominium as a Whole	14
XXV	Association to Maintain Registry of Owners and Mortgagees	15
XXVI	Assessments: Liability, Lien and Enforcement	16
XXVII	Termination	20
XXIII	Amendment of Master Deed	21
XXIX	Remedies in Event of Default	22
XXX	Use of Acquisition of Interest in the Condominium to Render User or Acquirer Subject to Provisions of Master Deed, Rules and Regulations	23
XXXI	Right of Grantor to Sell or Lease Dwelling Owned by it and Right of Grantor to Representation on Board of Directors of Association	23
XXXII	Annual Reports to be Provided to Lender	23
XXXIII	Severability	24
XXXIV	Liberal Construction and Adoption of Provisions of Condominium Act	24
XXXV	Master Deed Binding Upon Grantor, Its Successors and Assigns, and Subsequent Owners	24
XXXVI	Definitions	24

MASTER DEED FOR
SHOREHAM TOWERS,
A HORIZONTAL PROPERTY REGIME

FILED
HORRY COUNTY

1993 JUN 22 AM 8:47

BILLIE G. RICHARDSON
CLERK OF COURT

North Myrtle Beach, Horry County, South Carolina

Shoreham Associates, A Joint Venture authorized to do business in South Carolina and having an office at North Myrtle Beach, County of Horry, State of South Carolina, hereinafter referred to as the GRANTOR, as the sole owner in fee-simple of the land and improvements hereinafter described, does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the lands and buildings herein below described together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to a Horizontal Property Regime (sometimes termed "condominium" ownership) to be known as Shoreham Towers, A Horizontal Property Regime, in the manner provided for by Sections 27-31-10 through 27-31-300 (both inclusive) of Chapter 31 entitled "Horizontal Property Act" of the 1976 Code of Laws of South Carolina as amended. In conformity with Sections 27-31-30 and 27-31-100 of said Act, the Grantor sets forth the following Particulars:

I.

PROPERTY DESCRIPTION

The lands which are hereby submitted to the Horizontal Property Regime are described as follows:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina County of Horry, Town of North Myrtle Beach, and being LOT NO. SIX (6) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot Seven (7) of Block Thirty (30), on the South by the high water mark of the Atlantic Ocean, and on the West by Lot No. Five (5) of Block Thirty (30). Said lot measures 60 feet in width and 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 735 at Page 97, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. SEVEN (7) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot Eight (8) of Block Thirty (30), on the South by the High water mark of the Atlantic Ocean, and on the West by Lot No. Six (6) of Block Thirty (30). Said lot measures 60 feet in width and 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 735 at Page 297, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. EIGHT (8) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot No. Nine (9) of Block Thirty (30), on the South by the high water mark of the Atlantic Ocean, and on the West by Lot No. Seven (7) of Block Thirty (30). Said lot measures 60 feet in width and approximately 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 2, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 735 at Page 297, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. EIGHT (8) of BLOCK THIRTY-THREE (33) of the property of Crescent Beach Corporation, and bounded on the North by Second Avenue (now Perrin Drive), on the East by Lot No. Nine (9) of Block Thirty-three (33), on the South by First Avenue (now Ocean Boulevard), and on the West by Lot No. Seven (7) of Block Thirty-three (33). Said lot measures 60 feet in width and 120 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 736 at Page 349, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or tract of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being more particularly described as being the property lying between the oceanfront lot lines of LOTS NO. SIX (6), NO. SEVEN (7), and NO. EIGHT (8) of BLOCK THIRTY (30), of the property of Crescent Beach Corporation, and the mean high water mark of the Atlantic Ocean, and bounded on the North by the oceanfront lot lines of the above mentioned lots, on the East and West by other properties lying between front lot lines in Block 30 and the mean high water mark of the Atlantic Ocean, and on the South by the high water mark of the Atlantic Ocean. Reference is made to the map recorded in Plat Book 3, at Page 23, Records of Horry County, as a part of this description for further particulars.

Derivation: Deed Book 801 at Page 877, Horry County records.

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof, as Exhibit A, is plat of survey showing the location of the buildings and other improvements, a set of floor plans of the buildings which show graphically the dimensions, area and location of each dwelling therein and the dimensions, area, and location of COMMON ELEMENTS affording access to each DWELLING. Each DWELLING is identified by specific number-letter combination on said Exhibit A, and no DWELLING bears the same designation as any other DWELLING.

III.

DWELLINGS AND COMMON ELEMENTS

The CONDOMINIUM consists of DWELLINGS AND COMMON ELEMENTS, as said terms are hereinafter defined.

DWELLINGS, as the term is used herein, shall mean and comprise the forty (40) separate and numbered DWELLING Units which are designated in Exhibit A to this Master Deed, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each Dwelling Unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior loadbearing walls and/or unfinished bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to DWELLING and COMMON ELEMENTS.

COMMON ELEMENTS, as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of the CONDOMINIUM other than the DWELLINGS, as same are hereinabove defined, and shall include easements through DWELLINGS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to DWELLINGS and COMMON ELEMENTS and easements of support in every portion of a DWELLING which contribute to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such DWELLINGS.

IV.

OWNERSHIP OF DWELLINGS AND APPURTENANT
INTEREST IN COMMON ELEMENTS

Each DWELLING shall be conveyed and treated as an individual property capable of independent use and fee-simple ownership, ~~and the owner or owners of each DWELLING shall own, as an appurtenance the COMMON ELEMENTS, the undivided interest appurtenant to each said DWELLING~~ being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the COMMON ELEMENTS assigned to each DWELLING shall not be changed except with the unanimous consent of all of the owners of all of the DWELLING.

V.

RESTRICTIONS AGAINST FURTHER SUBDIVIDING
OF DWELLINGS AND SEPARATE CONVEYANCE
OF APPURTENANT COMMON ELEMENTS, ETC.

No DWELLING may be divided or subdivided into a smaller Dwelling Unit or smaller Dwelling Units than as shown on Exhibit A attached hereto, nor shall any DWELLING, or portion thereof, be added to or incorporated into any other DWELLING. The undivided interest in the COMMON ELEMENTS declared to be an appurtenance to each DWELLING shall not be conveyed, devised, encumbered or otherwise dealt with separately from said DWELLING, and the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING shall be deemed conveyed, devised, encumbered, or otherwise included with the DWELLING even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such DWELLING. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien, in, to, or upon a DWELLING shall be null, void and of no effect insofar as the same purports to affect any interest in a DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire DWELLING. Any instrument conveying, devising, encumbering or otherwise dealing with any DWELLING which describes said DWELLING by the DWELLING Unit Number assigned thereto in Exhibit A without limitation or exception, shall be deemed and construed to affect the entire DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS. Nothing herein contained shall be construed as limiting or preventing ownership of any DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

VI.

CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The DWELLINGS and COMMON ELEMENTS shall be, and the same are hereby, declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said DWELLINGS and COMMON ELEMENTS, and setting forth the obligations and responsibilities incident to ownership of each DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS, and said DWELLINGS and COMMON ELEMENTS are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the CONDOMINIUM.

VII.

PERPETUAL NON-EXCLUSIVE EASEMENT
IN COMMON ELEMENTS

~~The COMMON ELEMENTS shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of DWELLINGS in the CONDOMINIUM for their use and the use of their immediate families, guests, and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of DWELLINGS. Notwithstanding~~

anything above provided in this Article, Shoreham Towers Homeowners Association, Inc., hereinafter identified, shall have the right to establish the rules and regulations pursuant to which the owner or owners of any DWELLING may be entitled to the use of COMMON ELEMENTS including but not limited to, the exclusive use of any parking space or spaces.

VIII.

EASEMENT FOR UNINTENTIONAL AND
NEGLIGENT ENCROACHMENTS

If any portion of the COMMON ELEMENTS now encroaches upon any condominium DWELLING or if any condominium DWELLING now encroaches upon any other condominium DWELLING or upon any portion of the COMMON ELEMENTS as a result of the construction or repair of any building or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building or otherwise, a valid easement for the encroachment and for the maintenance of the same, so long as the building stands, shall exist. In the event any building, any condominium DWELLING, any adjoining condominium DWELLING, or any adjoining COMMON ELEMENTS shall be partially or totally destroyed as the result of fire or other casualty or as the result of condemnation or eminent domain proceedings and the reconstructed portion encroaches upon any part of the COMMON ELEMENTS, upon or over any other condominium DWELLING, such reconstruction shall be permitted and valid easements for such encroachments and maintenance thereof shall exist so long as the building shall stand.

IX.

RESTRAINT UPON SEPARATION AND PARTITION
OF COMMON ELEMENTS

Recognizing that the proper use of a DWELLING by any owner or owners is dependent upon the use and enjoyment of the COMMON ELEMENTS in common with the owners of all other DWELLINGS, and that it is in the interest of all owners of DWELLINGS that the ownership of the COMMON ELEMENTS be retained in common by the owners of DWELLINGS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON ELEMENTS appurtenant to each DWELLING shall remain undivided and no owner of any DWELLING shall bring or have any right to bring any action for partition or division.

X.

PERCENTAGE OF UNDIVIDED INTEREST IN
COMMON ELEMENTS APPURTENANT TO
EACH DWELLING

The undivided interest in COMMON ELEMENTS appurtenant to each DWELLING is that percentage of undivided interest which is set forth and assigned to each DWELLING in that certain Schedule which is annexed hereto and expressly made a part hereof as Exhibit B.

XI.

EASEMENT FOR AIR SPACE

The owner of each DWELLING shall have an exclusive easement for the use of the air space occupied by said DWELLING as it exists at any particular time and as said

DWELLING may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

XII.

ADMINISTRATION OF SHOREHAM TOWERS,
HOMEOWNERS ASSOCIATION, INC.

To efficiently and effectively provide for the administration of the CONDOMINIUM by the owners of DWELLINGS, a non-profit South Carolina Corporation, known and designated as Shoreham Towers Homeowners Association, Inc. (herein ASSOCIATION), has been organized, and said Corporation shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Master Deed, and in accordance with the terms of the Article of Incorporation of the Homeowners Association, hereinafter referred to as the ASSOCIATION, and by-laws of said corporation. A true copy of the By-Laws and Articles of Incorporation of said ASSOCIATION are annexed hereto and expressly made a part hereof as Exhibits C and D respectively. The owner or owners of each DWELLING shall automatically become members of the ASSOCIATION upon his, their or its acquisition of an ownership interest in title to any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, and the membership of such owner or owners shall terminate automatically upon each owner or owners being divested of such ownership interest in the title to such DWELLING, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any DWELLING shall be entitled, by virtue of such lien, mortgage, or other encumbrance, to membership in the ASSOCIATION, or to any of the rights or privileges of such membership. In the administration of the operation and management of the CONDOMINIUM, said ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this Master Deed, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the DWELLINGS and COMMON ELEMENTS, as the Board of Directors of the ASSOCIATION may deem to be in the best interests of the CONDOMINIUM.

XIII.

RESIDENTIAL USE RESTRICTION APPLICABLE
TO DWELLINGS

Each DWELLING is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees; provided, however, that so long as Grantor shall retain any interest in CONDOMINIUM, it may utilize a DWELLING or DWELLINGS of its choice from time to time, for sales office, model, or other usage for the purpose of selling DWELLINGS in said CONDOMINIUM. Further still, Grantor may assign this commercial usage right to such other persons or entities as it may choose; provided, however, that when all DWELLINGS have been conveyed, this right of commercial usage shall immediately cease.

XIV.

USE OF COMMON ELEMENTS SUBJECT TO
RULES OF ASSOCIATION

The use of COMMON ELEMENTS by the owner or owners of all DWELLINGS, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the ASSOCIATION.

XV.

CONDOMINIUM TO BE USED FOR LAWFUL
PURPOSES, RESTRICTIONS AGAINST
NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall be made of any DWELLING or of the COMMON ELEMENTS, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any DWELLING shall permit or suffer anything to be done or kept in this DWELLING, or on the COMMON ELEMENTS, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a DWELLING, or which interferes with the peaceful possession and proper use of any other DWELLING or the COMMON ELEMENTS.

XVI.

RIGHT OF ENTRY INTO DWELLINGS IN
EMERGENCIES

In case of any emergency originating in or threatening any DWELLING, regardless of whether the owner is present at the time of such emergency, the Board of Directors of Association or any other person authorized by it, or the building Superintendent or Managing Agent, shall have the right to enter such DWELLING for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each DWELLING, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION a key to such DWELLING.

XVII.

RIGHT OF ENTRY FOR MAINTENANCE
OF COMMON ELEMENTS

Whenever it is necessary to enter any DWELLING for the purpose of performing any maintenance, alteration or repair to any portion of the COMMON ELEMENTS, the owner of each DWELLING shall permit other owners or their representatives, or the duly constituted and authorized Agent of ASSOCIATION, to enter such DWELLING, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

XVIII.

LIMITATION UPON RIGHT OF OWNERS
TO ALTER AND MODIFY DWELLINGS

No owner of a DWELLING shall permit there to be made any structural modifications or alterations therein without first obtaining the written consent of ASSOCIATION, which consent may be withheld in the event that a majority of the Board of Directors of said ASSOCIATION determine, in their sole discretion, that such structural modification or alterations would affect or in any manner endanger the Building in part or in its entirety. If the modification or alteration desired by the owner of any DWELLING involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provisions of utility services constituting COMMON ELEMENTS located therein. No owner shall cause any balcony abutting his DWELLING to be enclosed, or cause any improvements or changes to be made on the exterior of the Building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the Building, or in any manner change the appearance of any portion of the building not within the walls of such DWELLING, nor shall storm panels or awnings be affixed, without the written consent of ASSOCIATION being first obtained.

XIX.

RIGHT OF ASSOCIATION TO ALTER AND
IMPROVE COMMON ELEMENTS AND
ASSESSMENT THEREFOR

ASSOCIATION shall have the right to make or cause to be made such alterations or improvements to the COMMON ELEMENTS which do not prejudice the rights of the owner of any DWELLING, provided the making of such alterations and improvements are approved by the Board of Directors of said ASSOCIATION, and the cost of such alterations or improvements shall be assessed as common expenses to be assessed and collected from all of the owners of DWELLINGS according to the percentages set out in Exhibit B of the Master Deed. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a DWELLING or DWELLINGS requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the DWELLING or DWELLINGS exclusively or substantially exclusively benefited, the assessment to be levied in such proportions as may be determined by the Board of Directors of ASSOCIATION.

XX.

MAINTENANCE AND REPAIR BY OWNERS
OF DWELLINGS

Every owner must perform promptly all maintenance and repair work within his DWELLING which, if omitted, would affect the CONDOMINIUM in its entirety or in part belonging to other owners, being expressly responsible for the damages and liability which his failure to do so may engender. The owner of each DWELLING shall be liable and responsible for

the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans, or other appliances or equipment, including any fixtures and/or other connections required to provide water, light, power, telephone, sewage and sanitary service to his DWELLING and which may now or hereafter be situated in his DWELLING. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all window glass, wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his DWELLING. Wherever the maintenance, repair and replacement of any items for which the owner of a DWELLING is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, or the Insurance Trustee hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such DWELLING shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The balcony floor, walls facing the balcony, and balcony railings attached to his DWELLING shall be maintained by the owner at his expense. Provided, however, said owner shall take no action that will alter the exterior appearance of the building. Should the owner fail to provide the maintenance and/or repairs as required, the ASSOCIATION shall have the right to enter the DWELLING to accomplish same at the sole cost and expense of the owner and said cost and expense shall be charged against the owner and shall become a lien on his DWELLING in like manner as a monthly assessment.

XXI.

MAINTENANCE AND REPAIR OF COMMON ELEMENTS
BY ASSOCIATION

ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the COMMON ELEMENTS for the furnishing of utility services to the DWELLINGS and said COMMON ELEMENTS, and should any incidental damage be caused to any DWELLING by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair, or replacement of any COMMON ELEMENTS, the said ASSOCIATION shall, at its expense repair such incidental damage.

XXII.

PERSONAL LIABILITY AND RISK OF LOSS
OF OWNER OF DWELLING AND SEPARATE
INSURANCE COVERAGE, ETC.

The owner of each DWELLING may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's DWELLING or upon the COMMON

ELEMENTS. All such insurance obtained by the owner of each DWELLING shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of DWELLINGS, ASSOCIATION, and the respective servants, agents and guests of said other owners and ASSOCIATION, and such other insurance coverage should be obtained from the insurance company from which ASSOCIATION obtains coverage against the same risk, liability or peril, if said ASSOCIATION has such coverage. Risk of loss of or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS) belonging to or carried on the person of the owner of each DWELLING, or which may be stored in any DWELLING, or in, to or upon COMMON ELEMENTS shall be borne by the owner of each such DWELLING. All furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS and held for the joint use and benefit of all owners of all DWELLINGS shall be covered by such insurance as shall be maintained in force and effect by ASSOCIATION as hereinafter provided. The owner of a DWELLING shall have no personal liability for any damages caused by the ASSOCIATION or in connection with the use of the COMMON ELEMENTS. The owner of a DWELLING shall be liable for injuries or damage resulting from an accident in his own DWELLING, to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XXIII.

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION: INSURANCE TRUSTEE, APPOINTMENT AND DUTIES: APPROVAL OF INSURERS BY INSTITUTIONAL LENDER: USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ECT.

The following insurance coverage shall be maintained in full force and effect by ASSOCIATION covering the operation and management of the CONDOMINIUM and the said CONDOMINIUM, meaning the DWELLINGS and COMMON ELEMENTS, to-wit:

(a) Casualty insurance covering all of the DWELLINGS, and COMMON ELEMENTS, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the CONDOMINIUM, including but not limited to vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available.

(b) Public liability and property damage insurance in such amounts and in such form as shall be required by ASSOCIATION to protect said ASSOCIATION and the owners of all DWELLINGS, including but not limited to, water damage, legal liability, hired automobile, nonowned automobile and off-premises employee coverage.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Such other insurance coverage, other than title insurance, as the Board of Directors of ASSOCIATION, in its sole discretion may determine from time to time to be in the

best interests of ASSOCIATION and the owners of all of the DWELLINGS or as an institutional type lender may reasonably require so long as it is the owner of a mortgage on any DWELLING.

All liability insurance maintained by ASSOCIATION shall contain cross liability endorsements to cover liability of all owners of DWELLINGS as a group to each DWELLING owner.

All insurance coverage authorized to be purchased shall be purchased by ASSOCIATION for itself and for the benefit of all of the owners of all DWELLINGS. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the CONDOMINIUM shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successors, and the insurance proceeds from any casualty loss shall be held for the use and benefit of ASSOCIATION and all of the owners of all DWELLINGS and their respective Mortgages, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. ASSOCIATION is hereby declared to be and appointed as Authorized Agent for all of the owners of all DWELLINGS for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss, which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

So long as any Mortgagee or the assignee of such mortgagee's rights in any mortgage (which assignment shall be evidenced by a recordable document, a certified copy of which shall be furnished the ASSOCIATION), hereinafter referred to as Lenders, is the holder of a mortgage on any DWELLING in the CONDOMINIUM, said Lenders shall have the right to approve the company or companies with whom ASSOCIATION shall place its casualty insurance coverage, and such casualty insurance coverage shall only be placed by ASSOCIATION with such company or companies as are approved by such Lenders. At such time as Lenders shall not hold a mortgage on any DWELLINGS, then the company or companies with whom such casualty insurance may be placed shall be selected by ASSOCIATION, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by ASSOCIATION.

The ASSOCIATION shall have the right to designate the Insurance Trustee and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of South Carolina. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds.

The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purpose herein stated, and for the benefit of ASSOCIATION and the owners of all DWELLINGS

and their respective mortgages, such insurance proceeds shall be disbursed and paid by the Insurance Trustee as hereinafter provided. ASSOCIATION, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of DWELLINGS and their Mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of ASSOCIATION, executed under oath, and which certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to ASSOCIATION, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each DWELLING, the name or names of the Mortgagee or Mortgagees who may hold a mortgage or mortgages encumbering each DWELLING, and the respective percentages of any distribution which may be required to be made to the owner or owners of any DWELLING or DWELLINGS, and his or their respective Mortgage or Mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder of holders of any mortgage or mortgages encumbering a DWELLING shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any DWELLING or DWELLINGS, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any DWELLING or DWELLINGS, and their respective mortgagee or mortgagees, by reason of loss of or damage to personal property constituting a part of COMMON ELEMENTS and as to which a determination is made not to repair, replace or restore such personal property. So long as Lenders shall have the right to approve the company or companies with whom said casualty insurance coverage is placed, Lenders shall also have the right to approve the amount of such insurance coverage to be maintained.

In the event of the loss of or damage only to COMMON ELEMENTS, real or personal property, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such COMMON ELEMENTS, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the DWELLINGS and their respective Mortgagees, the distribution to be separately made to the owner of each DWELLING insurance proceeds paid to the owner of each DWELLING and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING bear to the total undivided interest in COMMON ELEMENTS appurtenant to all DWELLINGS. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are

not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then ASSOCIATION shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by ASSOCIATION with the Insurance Trustee, in said latter event, may be paid by ASSOCIATION out of its Reserve for Replacements Fund, and if the amount in such Reserve for Replacements Fund is not sufficient, then ASSOCIATION shall levy and collect an assessment against the owners of all DWELLINGS and said DWELLINGS in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

In the event of the loss of or damage to COMMON ELEMENTS and any DWELLING or DWELLINGS which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of COMMON ELEMENTS, real or personal, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any DWELLING or DWELLINGS which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the COMMON ELEMENTS, the excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all DWELLINGS, and to their mortgagee or mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of ASSOCIATION shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the COMMON ELEMENTS and the DWELLING or DWELLINGS sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to COMMON ELEMENTS, but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any DWELLING or DWELLINGS, then ASSOCIATION shall levy and collect an assessment from the owner or owners of the DWELLING or DWELLINGS sustaining any loss or damage, and the assessment so collected from said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all COMMON ELEMENTS and DWELLING or DWELLINGS. In said latter event, the assessment to be levied and collected from the owner or owners of each DWELLING or DWELLINGS sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against such owner of a DWELLING and his DWELLING shall bear the same proportion to the total assessment levied against all of said owners of DWELLINGS sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's DWELLING bear to the cost applicable to all of said DWELLINGS sustaining loss or damage. If the casualty insurance proceeds payable to the Insurance Trustee in the

event of the loss of or damage to COMMON ELEMENTS and DWELLING or DWELLINGS is not in an amount which will pay for the complete repair, replacement or reconstruction of the COMMON ELEMENTS, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said COMMON ELEMENTS before being applied to the repair, replacement or reconstruction of a DWELLING or DWELLINGS, then the cost to repair, replace or reconstruct said COMMON ELEMENTS in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all DWELLINGS in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to COMMON ELEMENTS and the casualty insurance proceeds been not sufficient to cover the cost of repair, replacement or reconstruction, and the cost of repair, replacement or reconstruction of each DWELLING or DWELLINGS sustaining loss or damage shall then be levied and collected by assessment of the owner or owners of DWELLING or DWELLINGS sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of DWELLING or DWELLINGS sustaining such loss or damage.

In the event of loss of or damage to property covered by such casualty insurance, ASSOCIATION shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such Bond as the Board of Directors of ASSOCIATION may deem to be in the best interests of the membership of said ASSOCIATION. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of DWELLINGS or only by the owner or owners of any DWELLING or DWELLINGS sustaining loss or damage, or both, shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to ASSOCIATION, the insurance proceeds, when received by the Insurance Trustee, shall be paid to ASSOCIATION. In the event of the loss of or damage to personal property constituting a portion of the COMMON ELEMENTS, and should the Board of Directors of ASSOCIATION determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all DWELLINGS and their respective mortgagee or mortgagees, as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

XXIV.

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the CONDOMINIUM shall levy or assess any

Tax or Special Assessment against the CONDOMINIUM, as a whole, as opposed to levying and assessing such Tax or Special Assessment against each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense by ASSOCIATION, and any Taxes or Special Assessments which are to be so levied shall be included, wherever possible, in the estimated Annual Budget of ASSOCIATION, or shall be separately levied and collected as an assessment by ASSOCIATION against all of the owners of all DWELLINGS and said DWELLINGS if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by ASSOCIATION in the event that such Tax or Special Assessment is levied against the CONDOMINIUM, as a whole, instead of against each separate DWELLING and its appurtenant undivided interest in COMMON ELEMENTS shall be apportioned among the owners of all DWELLINGS so that the amount of such Tax or Special Assessment so paid or to be paid by ASSOCIATION and attributable to and to be paid by the owner or owners of each DWELLING shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in COMMON ELEMENTS appurtenant to all DWELLINGS. In the event that any Tax or Special Assessment shall be levied against the CONDOMINIUM in its entirety, without apportionment by the taxing authority to the DWELLINGS and appurtenant undivided interests in COMMON ELEMENTS, then the assessment by ASSOCIATION, which shall include the proportionate share of such Tax or Special Assessment attributable to each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, shall separately specify and identify the amount of such assessment attributable to such Tax or Special Assessments, and the amount of such Tax or Special Assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS.

All personal property taxes levied or assessed against personal property owned by ASSOCIATION shall be paid by said ASSOCIATION and shall be included as a common expense in the Annual Budget of the ASSOCIATION.

XXV.

ASSOCIATION TO MAINTAIN REGISTRY
OF OWNERS AND MORTGAGES

ASSOCIATION shall at all times maintain a Register setting forth the names of the owners of all of the DWELLINGS, and in the event of the sale or transfer of any DWELLING to a third party, the purchaser or transferee shall notify ASSOCIATION in writing of his interest in such DWELLING together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any DWELLING. Further the owner of each DWELLING shall at all times notify ASSOCIATION of the names of the parties holding any mortgage or mortgages on any DWELLING, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any DWELLING may, if he so desires, notify ASSOCIATION of the

existence of any mortgage or mortgages held by such party on any DWELLING, and upon receipt of such notice, ASSOCIATION shall register in its records all pertinent information pertaining to the same.

XXVI.

ASSESSMENTS: LIABILITY, LIEN
AND ENFORCEMENT

ASSOCIATION, as and for the Council of Co-owners, is given the authority to administer the operation and management of the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all DWELLINGS. To properly administer the operation and management of the project, ASSOCIATION will incur, for the mutual benefit of all of the owners of DWELLINGS, costs and expenses which will be continuing or nonrecurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expense." To provide the funds necessary for such proper operation and management, the said ASSOCIATION has heretofore been granted the right to make, levy and collect assessments against the owners of all DWELLINGS and said DWELLINGS. In furtherance of said grant of authority to ASSOCIATION to make, levy and collect assessments to pay the costs and expenses for the operation and management of the CONDOMINIUM, the following provisions shall be operative and binding upon the owners of all DWELLINGS, to wit:

A. All assessments levied against the owners of DWELLINGS and said DWELLINGS shall be uniform and, unless specifically otherwise provided for in this Master Deed, the assessments made by ASSOCIATION shall be in such proportion that the amount of assessment levied against each owner of a DWELLING and his DWELLING shall bear the same ratio to the total assessment made against all owners of DWELLINGS and their DWELLINGS as does the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING bear to the total undivided interest in COMMON ELEMENTS appurtenant to all DWELLINGS. Should ASSOCIATION be the owner of any DWELLING or DWELLINGS, the assessment which would otherwise be due and payable to ASSOCIATION by the owner of such DWELLING or DWELLINGS, reduced by an amount of income which may be derived from the leasing such DWELLING or DWELLINGS by ASSOCIATION, shall be apportioned and assessment therefor levied ratably among the owners of all DWELLINGS which are not owned by ASSOCIATION, based upon their proportionate interests in the COMMON ELEMENTS exclusive of the interests therein appurtenant to any DWELLING or DWELLINGS owned by ASSOCIATION.

B. The assessment levied against the owner of each DWELLING and his DWELLING shall be payable in annual, quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of ASSOCIATION.

C. The Board of Directors of ASSOCIATION shall establish an Annual Budget in advance for each fiscal year which shall correspond to the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, including a reasonable allowance for contingencies and reserves, such Budget to take into account projected anticipated income which is to be applied in reduction of the amount required to be collected as an assessment each year. Upon adoption of such

Annual Budget by the Board of Directors of ASSOCIATION, copies of said Budget shall be delivered to each owner of a DWELLING and the assessment for said year shall be established based upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors determine that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the CONDOMINIUM, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project shall include therein a sum to be collected and maintained as reserve fund for replacement of COMMON ELEMENTS, which reserve fund shall be for the purpose of enabling ASSOCIATION to replace structural elements and mechanical equipment constituting a part of the COMMON ELEMENTS as well as the replacement of personal property which may constitute a portion of the COMMON ELEMENTS held for the joint use and benefit of all of the owners of all DWELLINGS. The amount collected and allocated to the Reserve Fund for Replacement from time to time shall be maintained in a separate account by ASSOCIATION, although nothing herein contained shall limit ASSOCIATION from applying any monies in each Reserve Fund for Replacements to meet other needs or requirements of ASSOCIATION in operating or managing the Project in the event of emergencies, or in the event that the sums collected from the owners of DWELLINGS are insufficient to meet the then fiscal financial requirements of ASSOCIATION, but it shall not be a requirement that these monies be used for such latter purposes, as a separate assessment may be levied therefor if deemed to be preferable by the Board of Directors of ASSOCIATION in the sole discretion of said Board of Directors.

E. The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project, shall include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of DWELLINGS, as a result of emergencies or for other reason placing financial stress upon the ASSOCIATION.

F. All monies collected by ASSOCIATION shall be treated as the separate property of the said ASSOCIATION, and such monies may be applied by the said ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM, or to the proper under taking of all acts and duties imposed upon it by virtue of this Master Deed and the Articles of Incorporation and By-Laws of said ASSOCIATION and as the monies for any assessment are paid unto ASSOCIATION by any owner of a DWELLING the same may be co-mingled with the monies paid to the said ASSOCIATION by the other owner of DWELLINGS. Although all funds and other assets of ASSOCIATION, and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON ELEMENTS, shall be held for the benefit of the members of ASSOCIATION, who shall own any common surplus in the proportions of their percentage of undivided interest in the CONDOMINIUM, no member of said ASSOCIATION shall have the right to assign, hypothecate, pledge or in any manner

transfer this membership interest therein, except as an appurtenance to his DWELLING.

G. The payment of any assessment or installment thereof due to ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid unto ASSOCIATION, on or before the due date for such payment. When in default, the Board of Directors may accelerate the remaining installments of the annual assessment upon notice thereof to the DWELLING owner, whereupon the entire balance of the annual assessment shall become due upon the date stated in the notice, which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment, or accelerated assessments are not paid within twenty (20) days after their due date, the ASSOCIATION, through its Board of Directors, may proceed to enforce and collect the said assessments against the DWELLING owner owing the same in any manner provided for the Act, including the right of foreclosures and sale. When in default, the delinquent assessment or delinquent installment thereof due to ASSOCIATION shall bear interest at the rate of 12% per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid to ASSOCIATION.

H. The owner or owners of each DWELLING shall be personally liable to ASSOCIATION for the payment of all assessments, regular or special, which may be levied by ASSOCIATION while such party or parties are owner or owners of a DWELLING in the CONDOMINIUM. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to ASSOCIATION, such owner or owners of any DWELLING shall be personally liable for interest on such delinquent assessment or installment thereof as above provided, and for all cost of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of a DWELLING may exempt himself from liability for any assessment levied against such owner and his DWELLING by waiver of the use of enjoyment of any of the COMMON ELEMENTS, or by abandonment of the DWELLING, or in any other manner.

J. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of DWELLINGS, and that the payment of such common expense represented by the assessments levied and collected by ASSOCIATION is necessary in order to preserve and protect the investment of the owner of each DWELLING, ASSOCIATION is hereby granted a lien upon such DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each DWELLING, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by ASSOCIATION in enforcing this lien upon said DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS. The lien granted to ASSOCIATION may be foreclosed in the same manner as mortgages may be foreclosed in the State of South Carolina, and in any suit for the foreclosure of said lien, the ASSOCIATION shall be entitled to rental from the owner of any DWELLING from the date on which the payment of

any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said DWELLING. The rental required to be paid shall be equal to the rental charged on comparable types of Dwelling Units in South Carolina. The lien granted to the ASSOCIATION shall further secure such advances for taxes, and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the ASSOCIATION in order to preserve and protect its lien, and the ASSOCIATION shall further be entitled to interest at the rate of 12% per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any DWELLING, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to ASSOCIATION, and shall acquire such interest in any DWELLING expressly subject to such lien.

K. The lien herein granted unto ASSOCIATION shall be effective from and after the time of recording in the Public Records of Horry County, South Carolina, a claim of lien stating the description of the DWELLING encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the ASSOCIATION shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the ASSOCIATION'S claim of lien.

In the event that any person, firm or corporation shall acquire title to any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS by virtue of any foreclosure, judicial sale, or deed in lieu of foreclosure, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said DWELLING and its appurtenant undivided interest in COMMON ELEMENTS subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. Such DWELLING however shall be so acquired subject to the lien of any assessment by ASSOCIATION representing an apportionment of Taxes or Special Assessment levied by taxing authorities against the CONDOMINIUM in its entirety. In the event of the acquisition of title to a DWELLING by foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all DWELLINGS as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

L. Whenever any DWELLING may be sold or mortgaged by the owner thereof, which sale shall be concluded only upon compliance with other provisions of this Master Deed, ASSOCIATION, upon written request of the owner of such DWELLING, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to ASSOCIATION by the owner of such DWELLING. Such statement shall be

executed by any Officer of the ASSOCIATION and any purchaser or mortgagee may rely upon such statement and any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, and ASSOCIATION shall be bound by such statement. In the event that a DWELLING is to be sold or mortgaged at the time when payment of any assessment against the owner of said DWELLING and such DWELLING due to ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by the ASSOCIATION) then the proceeds of such purchase or mortgage proceeds, shall be applied by the purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to ASSOCIATION before the payment of any proceeds of purchase or mortgage proceeds to the owner of any DWELLING who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a DWELLING, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by ASSOCIATION which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing to it.

Notwithstanding anything in this Master Deed to the contrary, it is declared that until December 30, 1983, each DWELLING (condominium unit) shall be exempt from the assessment created herein until such time as the DWELLING is conveyed by the grantor to a grantee (owner). Except as expressly provided herein, no DWELLING and its appurtenant percentage interest shall be exempt from said assessment. Moreover, until such time as a DWELLING is conveyed by the grantor, to a grantee, the grantor shall be assessed and pay to the ASSOCIATION in lieu of an assessment thereof a sum equal to the actual amount of operating expenditures for the calendar year less an amount equal to the total assessments made by the ASSOCIATION against owners of DWELLINGS other than those owned by Grantor. The actual operating expenditures for this purpose shall also include any reserve for replacements or operating reserves. Commencing January 1, 1984, the Grantor shall be subject to assessments as provided for in this Master Deed so that it will pay assessments on the same basis provided for under this Master Deed as the same are paid by DWELLING owners.

XXVII.

TERMINATION

This Master Deed and said Plan of Condominium Ownership may only be terminated by the unanimous consent of all of the owners of all DWELLINGS and all of the parties holding mortgages, liens or other encumbrances against any of said DWELLINGS, in which event the termination of the CONDOMINIUM shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Master Deed and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of Horry County, South Carolina.

XXVIII.

AMENDMENT OF MASTER DEED

Except for any alteration in the percentages of ownership in COMMON ELEMENTS appurtenant to each DWELLING, or alteration of the basis for apportionment of assessments which may be levied by ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all of the owners of all DWELLINGS and their respective mortgagees shall be required, and except for any alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Grantor, and the Lender which said rights and privileges granted and reserved unto the said Grantor and the Lender shall only be altered, amended or modified with the respective express written consent of the said Grantor or Lender, as the case may be, this Master Deed may be amended in the following manner:

An amendment or amendments to this Master Deed may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors, or by the members of ASSOCIATION owning a majority of the DWELLINGS in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to the Master Deed being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of ASSOCIATION, or other Officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the members of ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonable detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his Post Office address as it appears on the records of ASSOCIATION, the postage thereon paid. Any member may, by written waiver of notice, signed by such member, waive such notice and such waiver, when filed in the records of ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of all the members owning a DWELLING in the CONDOMINIUM in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Master Deed shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Horry County, South Carolina, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Master Deed. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the Officers of ASSOCIATION shall be delivered to all of the owners of all DWELLINGS and mailed to the mortgagees listed in the Registry required to be maintained by Article XXV hereof, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of ASSOCIATION shall be recognized if such member is not in

attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Master Deed shall be adopted which would operate to affect the validity or priority of any Mortgage held by a Mortgagee or which would alter, amend or modify in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any Mortgagee or in favor of Grantor without the consent of all such Mortgagees or Grantor as the case may be.

XXIX.

REMEDIES IN EVENT OF DEFAULT

The owner or owners of each DWELLING shall be governed by and shall comply with the provisions of this Master Deed, and the Articles of Incorporation and the By-Laws of ASSOCIATION and its rules and regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the owner or owners of any DWELLING shall entitle ASSOCIATION or the owner or owners of other DWELLING or DWELLINGS to the following relief:

A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of ASSOCIATION, or its rules and regulations, shall be grounds for relief which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof and which relief may be sought by ASSOCIATION, or, if appropriate, by an aggrieved owner of a DWELLING.

B. The owner or owners of each DWELLING shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a DWELLING or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by the owner of any DWELLING, the ASSOCIATION, if successful, shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any DWELLING be entitled to such attorney's fees.

D. The failure of ASSOCIATION or of the owner of a DWELLING to enforce any right, provision, covenant, or condition which may be granted by this Master Deed or other above mentioned documents shall not constitute a waiver of the right of ASSOCIATION or of the owner of a DWELLING to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to ASSOCIATION or the owner or owners of a DWELLING pursuant to any terms, provisions, covenants or conditions of this Master Deed or other above mentioned documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity.

F. The failure of the Grantor, or the Lender to enforce any right, privilege, covenant or condition which may be granted to them, or either of them, by this Master Deed or other above mentioned document shall not constitute waiver of the right of either of said parties to thereafter enforce such right, provision, covenant or condition in the future.

XXX.

USE OR ACQUISITION OF INTEREST IN THE
CONDOMINIUM TO RENDER USER OR ACQUIRER
SUBJECT TO PROVISIONS OF MASTER DEED
RULES AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the CONDOMINIUM in any manner, are subject to the provisions of this Master Deed and all documents appurtenant hereto and incorporated herewith, and the mere acquisition or rental of any DWELLING, or the mere act of occupancy of any DWELLING, shall signify that the provisions of this Master Deed are accepted and ratified in all respects.

XXXI.

RIGHT OF GRANTOR TO SELL OR LEASE DWELLING
OWNED BY IT AND RIGHT OF GRANTOR TO
REPRESENTATION ON BOARD OF DIRECTORS OF ASSOCIATION

So long as the grantor herein, Shoreham Associates, shall own any DWELLING, the said Shoreham Associates shall have the absolute right to lease or sell any such DWELLING to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest. Further, so long as Shoreham Associates is the owner of five (5) or more DWELLINGS, then Shoreham Associates shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the ASSOCIATION. Whenever Shoreham Associates shall be entitled to designate and select any person or persons to serve on any Board of Directors of ASSOCIATION the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of ASSOCIATION, and Shoreham Associates shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Shoreham Associates, need not be a resident in the CONDOMINIUM. The power of the owner to designate Directors as above referred to shall terminate no later than the 1st day of January, 1984.

Any representative of Grantor, serving on the Board of Directors of ASSOCIATION shall not be required to disqualify himself upon any vote upon any management contract or other matter between Grantor and ASSOCIATION where the said Grantor, may have a pecuniary or other interest. Similarly, Grantor, as a member of ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the membership of ASSOCIATION upon any management contract or other matter between Grantor, and ASSOCIATION where Grantor, may have a pecuniary or other interest.

XXXII.

ANNUAL REPORTS TO BE PROVIDED TO LENDER

So long as any Lender is the owner or holder of a mortgage encumbering a DWELLING in the CONDOMINIUM, at

Lender's request ASSOCIATION shall furnish said Lender with at least one (1) copy of the Annual Financial Statement and Report of ASSOCIATION audited and prepared by Certified Public Accountants satisfactory to Lender and setting forth such details as the said Lender may reasonably require, including a detailed statement of annual carrying charges or income collected, and operating expenses, such Financial Statement and Report to be furnished within ninety (90) days following the end of each fiscal year.

XXXIV.

SEVERABILITY

In the event that any of the terms, provisions or covenants of this Master Deed are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XXXIV.

LIBERAL CONSTRUCTION AND ADOPTION
OF PROVISIONS OF CONDOMINIUM ACT

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The South Carolina Horizontal Property Act, 1976 Code of Laws, as the same may be amended from time to time thereafter is hereby adopted and expressly made a part hereof. In the event of any conflict between the provisions of this Master Deed and the said South Carolina Horizontal Property Act of South Carolina, as the same may be amended, said Act shall take the place of the provisions in conflict with the Master Deed.

XXXV.

MASTER DEED BINDING UPON GRANTOR, ITS
SUCCESSORS AND ASSIGNS, AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Master Deed are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS and this Master Deed shall be binding upon Grantor its successors and assigns, and upon all parties who may subsequently become owners of DWELLINGS in the CONDOMINIUM, and their respective heirs, legal representatives, successors and assigns.

XXXVI.

DEFINITIONS

A. The term "DWELLING" or "DWELLINGS" shall be synonymous with the term "Apartment" or "Apartments" as those terms are used under the Horizontal Property Act of the 1976 Code of Laws of South Carolina, as amended.

B. "Building" means a structure or structures containing in the aggregate two or more apartments comprising a part of the property.

C. "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who owns a dwelling within the building.

D. "Assessment" means a dwelling owner's pro rata share of the common expenses which from time to time is assessed against a dwelling owner by the Association.

E. "Association" means council of co-owners as defined by the Horizontal Property Act and also means Shoreham Towers Homeowners Association Inc., the corporate form by which the council of co-owners shall operate.

F. Shoreham Towers "Common Expense" means the expenses for which the dwelling owners are liable to the Association and include:

1. Expenses of administration, expenses of maintenance, insurance, operation, repair or replacement of the common elements and of the portions of dwellings which are the responsibility of the Association;

2. Expenses declared common expenses by provisions of this Master Deed;

3. Any valid charges against the Regime as a whole.

G. "Common Surplus" means the excess of or receipts of the ASSOCIATION, including, but not limited to assessments over the amount of common expenses.

H. "Condominium" means the form of individual ownership of a particular dwelling (apartment) in a building and the common right to a share with other co-owners in the general common elements.

I. "Common Elements" means and includes the elements described in the Horizontal Property Act, and in the Master Deed (including Exhibits), as "general common elements" and also the following:

1. Easements through apartments for conduits, ducts, plumbing, chimneys, wiring, and other facilities for the furnishing of utility services to apartments and the general common elements; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed unless approved in writing by the apartment owner.

2. An easement of support in every portion of an apartment which contributes to the support of a building.

3. Easements through the apartments and general common elements for maintenance, repair and replacement of the apartments and general common elements.

4. Installations for the furnishing of utility services to more than one apartment or to the general common elements or to an apartment other than the one containing the installation, which installation shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

5. The tangible personal property required for the maintenance and operation of the Regime, even though owned by the Association.

IN WITNESS WHEREOF, the GRANTOR, Shoreham Associates, a Joint Venture, has caused these presents to be signed by its Joint Venturers, Robert P. Griffin, and Grover C. Cauthen, and Keys Development Corporation of South Carolina, Joint Venturer, and sealed this 17th day of June, in the year of our Lord One Thousand Nine Hundred Eighty-Three and the Two Hundred Seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Witness

[Signature]
Witness

SHOREHAM ASSOCIATES,
A Joint Venture, by its
Venturers

By: [Signature] (LS)
Robert P. Griffin,
Joint Venturer

By: [Signature] (LS)
Grover C. Cauthen,
Joint Venturer

KEYS DEVELOPMENT CORPORATION
OF SOUTH CAROLINA,
Joint Venturer

[Signature]
Witness

[Signature]
Witness

By: [Signature] (LS)
President

Attest: [Signature] (LS)
Ass't Secretary

STATE OF FLORIDA)
COUNTY OF MONROE)

PROBATE

BEFORE me appeared the undersigned witness, who after first being duly sworn deposes and states that (s)he saw Keys Development Corporation of South Carolina, by its duly authorized officers, sign, seal and deliver the within Master Deed; and that (s)he with the other witness signing abovewitnessed the execution thereof.

[Signature]
Witness

SWORN to before me this
17th day of June, 1983.

[Signature]
Notary Public for Florida, Subv. State of Florida
My Commission Expires April 12, 1986

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

BEFORE me appeared the undersigned witness, who after first being duly sworn deposes and states that (s)he saw Shoreham Associates, A Joint Venture, by Robert P. Griffin, Venturer and Grover C. Cauthen, Venturer, sign, seal and deliver the within Master Deed and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.


Witness

SWORN to before me this
18th day of June, 1983.


My Commission Expires: 11-16-87

BOOK 802 PAGE 333

333

EXHIBIT "A"
MASTER DEED
FOR
SHOREHAM TOWERS, A HORIZONTAL PROPERTY REGIME

NOTE: Exhibit A consists of a plat of survey showing the location of the buildings and other improvements, including the location of common elements, said Plat being recorded in Plat Book 76, at Page 179, Horry County Records, a set of floor plans of the buildings which show graphically the dimensions, area and location of each dwelling therein and the dimensions, area and location of Common Elements affording access to each dwelling, said plans being recorded in Condominium Plat Book 2, Page 50, Horry County Records. If any variation exists between the said plat and plans, the plat shall control. Said Exhibit further includes the following:

There are forty dwellings, all located in a single building consisting of nine habitable floors, floor two being the first habitable floor. All dwellings having a number designation beginning with "2" are on the second floor, "3" on the third floor, "4" on the fourth floor, "5" on the fifth floor, "6" on the sixth floor, "7" on the seventh floor, "8" on the eighth floor. All dwellings having a first letter designation beginning with "P" are on the ninth floor. One dwelling having a designation as "Rooftop Penthouse" is on the tenth floor. The second letter designation for dwellings on Floors 2 through 8, inclusive, and the second number designation for dwellings on floor 9, identify the location of the particular dwelling with respect to other dwellings on the same floor. Only one dwelling is on the tenth floor. The unit identity, designation and location with respect to common elements and other dwellings is as shown upon the plans referred to above by Bartholomew Associates, Inc., Architects, and the plat of survey by C. B. Berry, R.L.S., recorded as set forth above.

Dwellings are of varying sizes. Dwellings on floors 2 through 8, inclusive, with letter designations B, C, and D contain approximately 1,353 square feet. Dwellings on floors 2 through 8 inclusive, with letter designations A and E contain approximately 1,610 square feet. Dwellings on the ninth floor with number designations 2 and 3 contain approximately 1,701 square feet. Dwellings on the ninth floor with number designations 1 and 4 contain approximately 1,936 square feet. The "Rooftop Penthouse" dwelling on the tenth floor contains approximately 2,630 square feet. Actual ground location of the building and improvements is as shown upon the aforesaid plat of survey by C. B. Berry, R.L.S., and shall control over any variation of the building on common elements shown on the plans.

Access to all floors is provided by both stairways and elevators. Access to each dwelling on floors 2 through 9 inclusive is provided by a corridor which runs along the Northwestern side of each building in a generally Southwest-Northeast direction. Each dwelling contains a door which fronts on a branch of the corridor and such branch is a common area. Access to the "Rooftop Penthouse" dwelling on the tenth floor is provided from an elevator lobby which is a common area and stairways to the rooftop area, which is also common. The rooftop area contains planters which are common. On the first floor, on which no dwellings are located, all areas and facilities are common.

These include all parking areas, drives, landscaping, swimming pools and decks, restroom facilities, bar, seawall, stairs affording access to the upper floors and the beachfront, equipment and mechanical rooms, lobbies and elevators.

There is located on the second floor to the Northeast of the common corridor a "Meeting Room" as designated on the plans, which is a common area. Nothing herein shall prohibit Shoreham Towers Homeowners Association, Inc. from using said room for any lawful purpose pursuant to proper corporate authority. There is an additional parking area to the Northeast of the building across Ocean Boulevard. Nothing herein shall prohibit its use by Shoreham Towers Homeowners Association, Inc. for any lawful purpose pursuant to proper corporate authority, including its sale should it not be needed for parking or other use.

As to each dwelling: all built-in kitchen appliances, the refrigerator, air conditioning and heating units, and hot water heaters located in or providing service to each unit are a part of the unit in which they are located or which they service and are not common elements. All balconies adjacent to each dwelling, including the railing attached thereto, are a part of that dwelling and not common areas, although such may be subject to other restrictions on use as set out elsewhere in this Master Deed, including but not limited to a restriction in favor of a common design, painting and color scheme for the building.

Reference to areas as common elements or areas herein shall be in addition to and be read in conjunction with further designation of common elements and areas set out in other portions of this Master Deed or Exhibits hereto.

EXHIBIT "B"

MASTER DEED

SHOREHAM TOWERS, A HORIZONTAL PROPERTY REGIME

SCHEDULE of percentage (%) of undivided interest in common elements appurtenant to dwellings in Shoreham Towers, a Condominium. Statutory value is for statutory purposes only and has no relationship to the actual value of each dwelling.

<u>DWELLING NUMBER</u>	<u>VALUE FOR STATUTORY PURPOSES</u>	<u>% OF UNDIVIDED INTEREST IN COMMON ELEMENTS</u>
2A	\$125,000.00	2.6456
3A	"	"
4A	"	"
5A	"	"
6A	"	"
7A	"	"
8A	"	"
2E	"	"
3E	"	"
4E	"	"
5E	"	"
6E	"	"
7E	"	"
8E	"	"
2B	120,000.00	2.2232
3B	"	"
4B	"	"
5B	"	"
6B	"	"
7B	"	"
8B	"	"
2C	"	"
3C	"	"
4C	"	"
5C	"	"
6C	"	"
7C	"	"
8C	"	"
2D	"	"
3D	"	"
4D	"	"
5D	"	"
6D	"	"
7D	"	"
8D	"	"
P1	135,000.00	3.1813
P4	"	"
P2	130,000.00	2.7951
P3	"	"
Rooftop	150,000.00	4.3216
Penthouse		100.0000%

EXHIBIT "C"

BY-LAWS OF
SHOREHAM TOWERS HOMEOWNERS ASSOCIATION INC.

(A Corporation Not for Profit)

1. IDENTITY

These are the By-Laws of Shoreham Towers Homeowners Association, Inc., a non-profit corporation existing under the laws of the State of South Carolina, (hereinafter referred to as ASSOCIATION), which has been organized for the purpose of administering a condominium established as a horizontal property regime pursuant to the Horizontal Property Act which is Chapter 31 of the 1976 Code of Laws of South Carolina. This Horizontal Property Regime is identified by the name of Shoreham Towers, A Horizontal Property Regime, (hereinafter referred to as CONDOMINIUM), and is located upon the following lands in Horry County, South Carolina:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. SIX (6) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot No. Seven (7) of Block Thirty (30), on the South by the high water mark of the Atlantic Ocean, and on the West by Lot No. Five (5) of Block Thirty (30). Said lot measures 60 feet in width and 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 735 at Page 297, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. SEVEN (7) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot No. Eight (8) of Block Thirty (30), on the South by the high water mark of the Atlantic Ocean, and on the West by Lot No. Six (6) of Block Thirty (30). Said lot measures 60 feet in width and 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 735 at Page 297, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT

NO. EIGHT (8) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot No. Nine (9) of Block Thirty (30), on the South by the high water mark of the Atlantic Ocean, and on the West by Lot No. Seven (7) of Block Thirty (30). Said lot measures 60 feet in width and approximately 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 2, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars

Derivation: Deed Book 735 at Page 297, Horry County Records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. EIGHT (8) of BLOCK THIRTY-THREE (33) of the property of Crescent Beach Corporation, and bounded on the North by Second Avenue (now Perrin Drive), on the East by Lot No. Nine (9) of Block Thirty-three (33), on the South by First Avenue (now Ocean Boulevard), and on the West by Lot No. Seven (7) of Block Thirty-three (33). Said lot measures 60 feet in width and 120 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

Derivation: Deed Book 736 at Page 349, Horry County records.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or tract of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being more particularly described as being the property lying between the Ocean front lot lines of LOTS NO. SIX (6), NO. SEVEN (7), and NO. EIGHT (8) of BLOCK THIRTY (30), of the property of Crescent Beach Corporation, and the mean high water mark of the Atlantic Ocean, and bounded on the North by the Ocean front lot lines of the above mentioned lots, on the East and West by other properties lying between front lot lines in Block 30 and the mean high water mark of the Atlantic Ocean, and on the South by the high water mark of the Atlantic Ocean. Reference is made to the map recorded in Plat Book 3, at Page 23, Records of Horry County, as a part of this description for further particulars.

Derivation: Deed Book 801, at Page 877 Horry County Records.

a) The property (the term "property" as used herein means and includes the land, the buildings, all improvements, and structures thereon) located in Horry County, South Carolina, known as Shoreham Towers, A Horizontal Property Regime, which has been or will be submitted to the provisions of the Horizontal Property Act

of South Carolina, any and all of which property shall henceforth be known as Shoreham Towers, a Horizontal Property Regime (hereinafter referred to as "Regime").

b) The provisions of these By-Laws are applicable to said CONDOMINIUM, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Articles of Incorporation and which may be contained in the formal Master Deed which will be recorded in the Public Records of Horry County, South Carolina, at the time said property and the improvements now or hereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Master Deed to be controlling wherever the same may be in conflict herewith.

c) All present and future owners, tenants, future tenants, or their employees, or any other person that might use said CONDOMINIUM or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Master Deed.

d) The office of the ASSOCIATION shall be at North Myrtle Beach, South Carolina or such other place as the Board of Directors may designate from time to time.

e) The fiscal year of the ASSOCIATION shall be the calendar year.

f) The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, and the word "South Carolina" the words "Corporation Not for Profit," and the year of incorporation, an impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

a) The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article IV of the Articles of Incorporation of the ASSOCIATION, the provisions of which said Article IV of the Articles of Incorporation are incorporated herein by reference.

b) A quorum at members' meetings shall consist of persons entitled to cast a majority (51% of the value of the property) of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, either personally or by proxy, shall constitute the presence of such person for the purpose of determining a quorum.

c) The vote of the owners of a DWELLING owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the DWELLING and filed with the Secretary of the ASSOCIATION, and such certificate shall be valid until revoked by subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

e) Approval or disapproval of a DWELLING owner upon any matters, whether or not in the subject of an ASSOCIATION

meeting, shall be by the same person who would cast the vote of such owner if in an ASSOCIATION meeting.

f) Except where otherwise required under the provisions of the Articles of Incorporation of the ASSOCIATION, these By-Laws, the Master Deed, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the DWELLINGS represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a) The Annual Members' Meeting shall be held at the office of the ASSOCIATION at 10:00 o'clock P.M. E.S.T., on the fourth Saturday in September of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday.

b) Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from members of the ASSOCIATION owning a majority of the DWELLINGS.

c) Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the ASSOCIATION, or other Officer of the ASSOCIATION in absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at his post office address as it appears on the records of the ASSOCIATION, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not been attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Master Deed, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance is greater than a quorum, is present.

d) At meetings of membership, the President, shall preside, or in the absence of him, the membership shall select a chairman.

e) The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting, shall be:

- i) Calling of the roll and certifying of proxies
- ii) Proof of notice of meeting or waiver of notice
- iii) Reading of minutes
- iv) Reports of Officers
- v) Reports of Committees
- vi) Appointment by Chairman of Inspectors of Election
- vii) Election of Directors
- viii) Unfinished business
- ix) New business
- x) Adjournment

4. BOARD OF DIRECTORS

a) The first Board of Directors of the ASSOCIATION and succeeding Boards of Directors shall consist of five (5) persons. At least a majority of the Board of Directors shall be members of the ASSOCIATION, or shall be authorized representatives, officers, or employees of a corporate member of the ASSOCIATION. Provided that so long as Shoreham Associates, hereinafter referred to as "OWNER", is the owner of five (5) or more DWELLINGS, then Shoreham Associates shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the ASSOCIATION. The power of the OWNER to designate Directors as above referred to shall terminate not later than the 1st day of January, 1984.

b) Election of Directors shall be conducted in the following manner:

i) OWNER, Sponsor of the CONDOMINIUM, shall, at the beginning of the election of the Board of Directors, designate and select that number of the members of the Board of Directors which it should be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection by OWNER by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by OWNER shall be deemed and considered for all purposes Directors of the ASSOCIATION, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provision of these By-Laws.

ii) All members of the Board of Directors whom OWNER shall not be entitled to designate and select under the terms and provisions of these By-Laws, shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the ASSOCIATION immediately following the designation and selection of the members of the Board of Directors whom OWNER shall be entitled to designate and select.

iii) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by OWNER, such vacancy shall be filled by OWNER designating and selecting, by written instrument delivered to any Officer of the ASSOCIATION, the successor Director to fill the vacated Directorship for the unexpired term thereof.

iv) At the first Annual Meeting of the members held after the Master Deed has been recorded in the Public Records of Horry County, South Carolina, the term of office of the two (2) Directors receiving the highest plurality of

votes shall be established at two (2) years, and the three (3) Directors selected by Shoreham Associates shall serve until Shoreham Associates, no longer has the power, as provided herein, to select members of the Board of Directors. Thereafter, as many Directors of the ASSOCIATION shall be selected at the Annual Meeting as there are regular terms of office of Directors expiring at such time. The term of the Directors so selected at the Annual Meeting of members each year shall be for two (2) years expiring at the second Annual Meeting following their election, and thereafter until their successors are duly elected and qualified or until removed in the manner elsewhere provided or as may be provided by law for the removal of Directors of South Carolina Corporations for profit.

v) In the election of Directors, there shall be appurtenant to each DWELLING as many votes for Directors as there are Directors to be elected, provided, however, that no member or owner of any Dwelling may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

vi) In the event that OWNER, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the ASSOCIATION, the said OWNER shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacement of any person or persons designated by OWNER to serve on any Board of Directors of the ASSOCIATION shall be made by written instrument delivered to any officer of the ASSOCIATION, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by OWNER to any officer of the ASSOCIATION.

c) The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present.

d) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

e) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally, or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

f) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

g) A quorum at a Director's meeting shall consist of the Directors entitled to cast a majority of the votes of

the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Master Deed. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, the By-Laws or the Master Deed, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(h) The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

(i) Directors' fees, if any, shall be determined by the members.

(j) The Board of Directors shall manage and direct the affairs of the ASSOCIATION and subject to any restrictions imposed by law, by the Master Deed, or these By-Laws, may exercise all of the powers of the ASSOCIATION subject only to approval by the co-owners when such is specifically required of these By-Laws. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Master Deed or these By-Laws, if it may deem necessary or appropriate in the exercise of its powers and shall include, without limiting the generality of the foregoing, the following:

i) To make, levy and collect assessments against members and members' DWELLINGS to defray the costs of the common areas and facilities of the Condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the ASSOCIATION:

ii) The maintenance, repair, replacement, operation surveillance and the management of the common areas and facilities of the CONDOMINIUM wherever the same is required to be done and accomplished by the ASSOCIATION for the benefit of its members;

iii) The reconstruction of improvements after casualty and the further improvement of the property, real and personal;

iv) To make and amend regulations governing the use of the property, real and personal, in the CONDOMINIUM project so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Master Deed.

v) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including DWELLINGS in the CONDOMINIUM, as may be necessary or convenient in the operation and management of the

CONDOMINIUM, and in accomplishing the purposes set forth in the Master Deed.

vi) To contract for the management of the common areas and facilities in the CONDOMINIUM project and to designate to such contractor all of the powers and duties of the ASSOCIATION, except those which may be required by the Master Deed to have approval of the Board of Directors or membership of the ASSOCIATION.

vii) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the ASSOCIATION, the Master Deed and the regulations hereinafter promulgated governing use of the property in the CONDOMINIUM.

viii) To pay all taxes and assessments which are liens against any part of the CONDOMINIUM other than DWELLINGS and the appurtenances thereto, and to assess the same against the members and their respective DWELLINGS subject to such liens.

ix) To carry insurance for the protection of the members and the ASSOCIATION against casualty and liability.

x) To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate DWELLINGS; and

xi) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the ASSOCIATION as well as the dismissal of said personnel.

(k) The first Board of Directors of the ASSOCIATION shall be comprised of the five (5) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first Annual Meeting of the members of the ASSOCIATION called after the property identified herein has been submitted to the plan of Condominium ownership and the Master Deed has been recorded in the Public Records of Horry County, South Carolina. Should any member of said first Board of Directors be unable to serve for any reason, a majority of the remaining members of the Board of Directors shall have the right to select and designate a party to act and serve as a Director for the unexpired term of said Director who is unable to serve.

(l) The undertakings and contracts authorized by said first Board of Directors shall be binding upon the ASSOCIATION in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after the property identified herein has been submitted to the plan of Condominium ownership and said Master Deed has been recorded in the Horry County Public Records, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the ASSOCIATION in accordance with all applicable Condominium documents.

(m) Directors may be removed from office in the manner provided by law for the removal of directors of South Carolina corporations for profit.

5. ADDITIONAL PROVISIONS ABOUT MEETINGS OF MEMBERS AND DIRECTORS

(a) Notwithstanding anything contained in these By-Laws to the contrary any meeting of members or Directors may be held at any place within or without the State of South Carolina of which notice is given in the notice of any such meeting or notice of which is waived by any person otherwise entitled thereto at, during or after any such meeting.

(b) To the extent now or from time to time hereafter permitted by the law of South Carolina the Directors may take any action which they might take at a meeting of Directors without a meeting, a record of any such action so taken, signed by each Director, to be retained in the ASSOCIATION'S Minute Book and given equal dignity by all persons to the minutes of meetings duly called and held.

6. OFFICERS

(a) The executive offices of the ASSOCIATION shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

(b) The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the ASSOCIATION. He shall further have the power to approve (but not to disapprove) proposed purchasers of DWELLINGS and to waive the ASSOCIATION'S right of first refusal in the manner specified in the Master Deed.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books

of the ASSOCIATION in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of the ASSOCIATION shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the ASSOCIATION, nor preclude the contracting with a Director for the management of the Condominium.

7. FISCAL MANAGEMENT

The provisions for fiscal management of the ASSOCIATION set forth in the Master Deed and Articles of Incorporation shall be supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each DWELLING. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the ASSOCIATION, including but not limited to the following items:

i) Common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of COMMON ELEMENTS, landscaping, street and walkways, office expense, swimming pool, utility services, casualty insurance, liability insurance, administration and reserves (operating and replacement); and

ii) Proposed assessments against each member.

Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

(c) The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof. The assessments will initially be on a quarterly basis unless changed by a vote of the majority or the Board of Directors.

(d) The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by

the Directors and in which the monies of the ASSOCIATION shall be deposited.

(c) An audit of the accounts of the ASSOCIATION shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

(f) Fidelity bonds may be required by the Board of Directors from all officers and employees of the ASSOCIATION and from any contractor handling or responsible for ASSOCIATION funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the ASSOCIATION.

8. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles 6. OFFICERS

(a) The executive offices of the ASSOCIATION shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

(b) The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the ASSOCIATION. He shall further have the power to approve (but not to disapprove) proposed purchasers of DWELLINGS and to waive the ASSOCIATION'S right of first refusal in the manner specified in the Master Deed.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities and

evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the ASSOCIATION in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of the ASSOCIATION shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the ASSOCIATION, nor preclude the contracting with a Director for the management of the Condominium.

7. FISCAL MANAGEMENT

The provisions for fiscal management of the ASSOCIATION set forth in the Master Deed and Articles of Incorporation shall be supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each DWELLING. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the ASSOCIATION, including but not limited to the following items:

i) Common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of COMMON ELEMENTS, landscaping, street and walkways, office expense, swimming pool, utility services, casualty insurance, liability insurance, administration and reserves (operating and replacement); and

ii) Proposed assessments against each member.

Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

(c) The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof. The assessments will initially be on a quarterly basis unless changed by a vote of the majority of the Board of Directors.

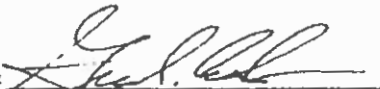
(d) The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the ASSOCIATION shall be deposited.

(e) An audit of the accounts of the ASSOCIATION shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not become effective without the prior written consent of Shoreham Associates.

10. CONFLICTS

In the event of any conflict between the provisions of the Master Deed and the provisions of these By-Laws, the provisions of the Master Deed shall control.

SHOREHAM TOWERS
HOMEOWNERS ASSOCIATION, INC.

By: 
Secretary

Date: 2/21/82

The State of South Carolina

EXECUTIVE DEPARTMENT

CERTIFICATE OF INCORPORATION
BY THE SECRETARY OF STATE

WHEREAS, Richard P. Griffin, 1801 48th Ave., Myrtle Beach, SC
 Richard C. Cauthen, 1801 48th Ave., Myrtle Beach, SC

and more of the officers or agents appointed to supervise or manage the affairs of

SHORLHAM TOWERS HOMEOWNERS ASSOCIATION, INC.,

which has been duly and regularly organized, did on the 15th day of
 June, A. D. 1983, file with Secretary of State a written declaration setting forth

That, at a meeting of the aforesaid organization held pursuant to the by laws or regulations of the said organization, they
 were authorized and directed to apply for incorporation

That, the said organization holds, or desires to hold property in common for Religious, Educational, Social, Fraternal,
 Charitable or other eleemosynary purpose, or any two or more of said purposes, and is not organized for the purpose of profit
 or gain to the members, otherwise than is above stated, and for the insurance of life, health, accident or property, and that three
 days' notice in the Sun News, a newspaper published in the
 County of Horry, has been given that the aforesaid Declaration would be filed

And Whereas, Said Declaration and Petitioners further declared and affirmed

FIRST Their names and residences are as above given

SECOND The name of the proposed Corporation is SHORLHAM TOWERS HOMEOWNERS ASSOCIATION, INC.

THIRD The place at which it proposes to have its headquarters or be located is 2107 S. Ocean Blvd.,
 Myrtle Beach, SC

FOURTH The purpose of the said proposed Corporation is administer the operation and management of
 Shorlham Towers Residential property regime in accordance with the attached proposed Articles of
 Incorporation of the Homeowners Association of said regime and its bylaws.

FIFTH The names and residences of all Managers, Trustees, Directors or other officers are as follows

Robert P. Griffin	1801 48th Ave. N., Myrtle Beach, SC	Dir.-Pres.
Craver C. Cauthen	1801 48th Ave. N., Myrtle Beach, SC	Dir.-Sec.-Treas.

SIXTH That they desire to be incorporated in perpetuity

Now, THEREFORE, I, JOHN T. CAMPBELL, 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 said 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
 said Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

GIVEN under my hand and the seal of the State, at Columbia,
 this 15th day of June
 in the year of our Lord one thousand nine hundred and
 83 and in the two hundred and
 seventh year of the Independence of the
 United States of America.

John T. Campbell
 JOHN T. CAMPBELL
 Secretary of State.



EXHIBIT "D"

ARTICLES OF INCORPORATION
OF SHOREHAM TOWERS HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of South Carolina for the Formation of Corporations Not for Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the proposed corporation shall be Shoreham Towers Homeowners Association, Inc.

II.

The purpose and objects of the corporation shall be to administer the operation and management of Shoreham Towers, a Horizontal Property Regime (hereinafter referred to as "the CONDOMINIUM"), a multi-story apartment project to be established in accordance with the Horizontal Property Act of the State of South Carolina upon the following described property situate, lying and being in Horry County, South Carolina, to wit:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO SIX (6) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot Seven (7) of Block Thirty (30), on the South by the High water mark of the Atlantic Ocean, and on the West by Lot No Five (5) of Block Thirty (30). Said lot measures 60 feet in width and 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. SEVEN (7) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot Eight (8) of Block Thirty (30), on the South by the High water mark of the

Atlantic Ocean, and on the West by Lot No Six (6) of Block Thirty (30). Said lot measures 60 feet in width and 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT NO. EIGHT (8) of BLOCK THIRTY (30) of the property of Crescent Beach Corporation, and bounded on the North by First Avenue (now Ocean Boulevard), on the East by Lot Nine (9) of Block Thirty (30), on the South by the High water mark of the Atlantic Ocean, and on the West by Lot No Seven (7) of Block Thirty (30). Said lot measures 60 feet in width and approximately 190 feet in depth, as will appear upon reference to the map recorded in Plat Book 2, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being LOT. NO EIGHT (8) of BLOCK THIRTY-THREE (33) of the property of Crescent Beach Corporation, and bounded on the North by Second Avenue (now Perrin Drive), on the East by Lot Nine (9) of Block Thirty-three (33), on the South by First Avenue (now Ocean Boulevard), and on the West by Lot No Seven (7) of Block Thirty-three (33). Said lot measures 60 feet in width and 120 feet in depth, as will appear upon reference to the map recorded in Plat Book 3, at Page 23, Records of Horry County, which map is hereby made a part of this description for further particulars.

ALSO:

ALL AND SINGULAR, all that certain piece, parcel or tract of land situate, lying and being in Little River Township, State of South Carolina, County of Horry, Town of North Myrtle Beach, and being more particularly described as being the property lying between the Ocean front lot lines of LOTS NO SIX (6), NO. SEVEN (7), and NO. EIGHT (8) of BLOCK THIRTY (30), of the property of Crescent Beach Corporation, and the mean high water mark of the Atlantic Ocean, and bounded on the North by the Ocean front lot lines of the above mentioned lots, on the East and West by other properties lying between front lot lines in block 30 and the mean high water mark of the Atlantic Ocean, and on the South by the High water mark of the Atlantic Ocean. Reference is made to the map recorded in Plat Book 3, at Page 23, Records of Horry County, as a part of this description for further particulars.

And to undertake the performance of the acts and duties incident to the administration of the operation and management of said CONDOMINIUM in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Master Deed which will be recorded in the Public Records of Horry County, South Carolina, at the time said property and the improvements now or hereafter situate thereon, are submitted to a plan of condominium

ownership, and to own, operate, lease, sell, trade and otherwise necessary or convenient in the administration of said CONDOMINIUM. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

III.

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.
2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation including, but not limited to, the following:
 - a. To make and establish reasonable rules and regulations governing the use of DWELLINGS and COMMON ELEMENTS in said CONDOMINIUM as said terms may be defined in said Master Deed to be which this Corporation is chartered.
 - b. To levy and collect assessments against members of the Corporation to defray the common expenses of the CONDOMINIUM as may be provided in said Master Deed and in the By-Laws of the Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including DWELLINGS in said CONDOMINIUM, which may be necessary or convenient in the operation and management of the CONDOMINIUM and in accomplishing the purposes set forth in said Master Deed.
 - c. To maintain, repair, replace, operate and manage the CONDOMINIUM and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvements in the CONDOMINIUM property.
 - d. To contract for the management of the CONDOMINIUM and to delegate to such contractor all of the powers and duties of the ASSOCIATION except those which may be required by the

Master Deed to have approval of the Board of Directors or Membership of the Corporation.

c. To enforce the provisions of said Master Deed, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of said CONDOMINIUM as same may be hereafter established.

f. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Master Deed aforementioned.

IV.

The qualifications of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. The owners of all DWELLINGS in the CONDOMINIUM shall be members of the Corporation, and no other persons or entities shall be entitled to membership, except as provided in Item (5) of this Article IV.

2. Membership shall be established by the acquisition of fee-simple title to a DWELLING in the CONDOMINIUM or by acquisition of a fee ownership interest therein, whether by conveyance, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any DWELLING, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more DWELLINGS, or who may own a fee ownership interest in two or more DWELLINGS, so long as such party shall retain title to or a fee ownership interest in any DWELLING.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his DWELLING. The funds and assets of the Corporation shall be loaned solely to the Corporation subject to the limitation that the same be expended,

held or used for the benefit of the Membership and for the purposes authorized herein, in the Master Deed and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each DWELLING in the CONDOMINIUM, which vote may be exercised or cast by the owner or owners of each DWELLING in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one DWELLING, such member shall be entitled to exercise or cast as many votes as he owns DWELLINGS, in the manner provided by said By-Laws.

5. Until such time as the property described in Article II hereof, and the improvements which may be hereafter constructed thereon, are submitted to a plan of CONDOMINIUM ownership by the recordation of said Master Deed, the Membership of the Corporation shall be comprised of the Subscribers to these Articles, each of which Subscribers shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

V.

The Corporation shall have perpetual existence.

VI.

The principal office of the Corporation shall be located in South Carolina, but the Corporation may maintain offices and transact business in such other places within or without the State of South Carolina as may from time to time be designated by the Board of Directors. The principal office of the Corporation shall be located at 2107 South Ocean Boulevard, North Myrtle Beach, South Carolina 29582.

VII.

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board

of Directors. The Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the CONDOMINIUM and the affairs of the Corporation and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

VIII.

The number of members of the first Board of Directors of the Corporation shall be five (5). The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Corporation. The members of the Board of Directors shall be elected by the members of the Corporation at the Annual Meeting of the Membership as provided by the By-Laws of the Corporation, and at least a majority of the Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of the Corporation. Notwithstanding the foregoing, so long as Shoreham Associates, hereinafter referred to as "OWNER," is the owner of five (5) or more DWELLING in said CONDOMINIUM, OWNER shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the ASSOCIATION; OWNER may designate and select the person or persons to serve as a member or members of each said Board of Directors of the ASSOCIATION. OWNER may designate and select the person or persons to serve as a member or members of each said Board of Directors in the manner provided in the By-Laws of the Corporation. The power of the OWNER to designate directors as above referred to shall terminate on the 31st day of December, 1983.

IX.

The Board of Directors shall elect a President, Secretary, and Treasurer, and as many Vice Presidents, Assistant Secretaries

and Assistant Treasurers as the Board of Directors shall determine. President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of the President and Secretary or Assistant Secretary be held by the same person.

X.

The names and post office addresses of the first Board of Directors, who, subject to the provisions of the Articles of Incorporation, the By-Laws, and the laws of the State of South Carolina, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert P. Griffin	1301 48th Avenue North Myrtle Beach, S. C. 29577
Grover C. Cauthen	1301 48th Avenue North Myrtle Beach, S. C. 29577

XI.

The subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Corporation, the names of which Subscribers and their respective post office addresses are more particularly set forth in Article X above.

XII.

The Officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

Robert P. Griffin	President
Grover C. Cauthen	Secretary-Treasurer

XIII.

The first By-Laws of the Corporation shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the By-Laws.

XIV.

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement of indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

XV.

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation owning a majority of the total value of the property in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation, or other Officer of the Corporation in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the Corporation and the membership for a date not sooner than twenty

(20) days not later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments or printed notice of such Meeting stating the time and place of the meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) or more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such member. At such Meeting, the Amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two-thirds of the total value of the property in the CONDOMINIUM in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of South Carolina, and upon the registration of such Amendment or Amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Horry County, South Carolina, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

WHEREFORE, Your Petitioners pray that the Secretary of State does issue to the aforesaid Shoreham Towers Homeowners Association, Inc. a charter with all rights, powers, privileges and immunities and subject to all of the limitations and liabilities conferred by Chapter 31, Title 33, 1976 Code of Laws of South Carolina, and acts amendatory thereto.


Robert P. Griffin

Grover C. Cauthen

June 3, 1983
(Date)

WRIGHT • McLEOD MANAGEMENT

POST OFFICE BOX 790 • NORTH MYRTLE BEACH, SOUTH CAROLINA 29597
(803) 272-2631 • FAX (803) 272-1295

Mailed 8-14-92
Enclosed updated roster

SHOREHAM TOWERS HOMEOWNERS ASSOCIATION, INC.
BOARD OF DIRECTORS MEETING
JULY 31, 1992

M I N U T E S

Pursuant to call, the August Shoreham Towers Board of Directors Meeting was called to order at 9:00 a.m. on August 31, 1992 by Association President Don Grubb in the building conference room. Also present were Jim Boatman, Ed Eads, Arnold Byrd, John Apple and Ken Wright. Minutes of the previous meeting were accepted as written.

A unanimous vote of the Board placed John Apple in the position of Bart Bartholomew, who resigned after selling his unit.

Ken Wright reported that the special projects undertaken by the association were complete and all seemed successful. A new project for consideration is the low water pressure in the upper units. The domestic water system will not keep sufficient pressure on the lines unless they run all the time. The system should turn on and off based on requirements. The project was approved.

A written response will be issued to the Lewis company concerning water pressure.

Ken also reported that Jim Pike, the attorney responsible for the master deed, stated that the area around the top penthouse would be handled the same as other balconies.

After a discussion on the noise generated by motorcycles and the review of a legal opinion concerning the master deed requirements of no excessive noise, Ed Eads made a motion to ban motorcycles from the property. Arnold Byrd seconded the motion. All members voted in favor of the ban.

Don Grubb will address the issue of overloading units by tourists in his next newsletter.

Nominations for the three expiring terms of members were Don Grubb, Ed Eads and Gene Jernigan.

Approval for Ken Wright to follow the Master Deed procedures for collecting dues without board review was granted.



DEFS 001329

ROA 01147

APP 001162

SHOREHAM TOWERS HOMEOWNERS ASSOCIATION

BOARD OF DIRECTORS MEETING

JANUARY 25, 1997

A regular meeting of the Board of Directors was held on January 25, 1997 at the building meeting room at 10:00 AM.

Present were Phil Cline, Patti Mansfield, Barney West, Gene Jernigan, Mike Ferguson and Ken Wright.

The minutes of the previous meeting were reviewed for approval.

A review of Luther McCutchen's recommendation letter concerning the planter boxes was the first item of business. (letter attached). The Board will offer to leave the rooftop planter boxes in place if the unit owner pays 50% of the cost to reline and assumes all future maintenance costs. This motion was from Barney West seconded by Patti Mansfield. The boxes can no longer contain rocks and must have a crossover area to the unit AC's. Marshall Griffin will have one week to decide and have funds in place. Mike Ferguson will contact the owner no later than January 27, 1997. All voted in favor.

Complaints concerning the base of the cement columns around the rooftop penthouse were reviewed. Chao and Associates will be asked to address this issue in letter form to the Board.

Charlie Steel reviewed for the Board, the question of dryer vent responsibilities for each unit. His determination was that the vents belong to the owners and are not an association problem. Each owner will need to address his own problem. This will be noted in the upcoming newsletter.

A recommendation from Pro Con to remove the tile from the penthouse balcony to repair a leak was approved. The cost will be \$1500.

Waccamaw Seamless Gutters will install gutters to keep excess water from balconies coming from the roof.

Mike Ferguson informed the Board that the new code for the door has not been issued to rental companies for security purposes. All members agreed with this policy.



DEFS 001455

ROA 01148

APP 001163

A notification from Simplex was read to the Board informing them of State code changes coming in June. The revised code requires a backup line for alarm calls in addition to the line currently being used. Wright-McLeod will investigate the City of North Myrtle Beach's requirements. Wright-McLeod will attempt to identify each AC unit on the roof to a unit and place the unit number of the condensing unit on the roof.

The phone at the lobby door will be programed to the telephone numbers of the new owners.

The Board requested that an answering machine be placed in the maintenance office giving the maintenance employee beeper number.

Phil Cline will issue a latter to unit E-4 concerning the \$400 withheld from their assessment.

Wright-McLeod was instructed to place regular passage door knobs on the stairwell doors to the roof so that they cannot be locked. Repairs to AC units require passage thru these doors.

Patti Mansfield suggested that 5 additional chairs and 5 additional lounges be placed at the pool for the 1997 season. All present voted affirmative.

Wright-McLeod will get prices on elevator car upgrades and submit to the Board.

A discussion of employee changes at Shoreham Towers was the final item of business. Ken informed the Board that Donna Davis would be at Shoreham until March 1, 1997. All previous employees of Wright-McLeod that worked at Shoreham had been promoted within the company. All were still with Wright-McLeod in some capacity. Providing only a part time job will continue to cause a turnover at the building. Hopefully putting Shoreham, Crescent Dunes and Sea Dunes under one person will create a full time job for the next employee.

With all business completed, the meeting adjourned at 1:50 PM.

Respectfully submitted,
Mike Ferguson
Property Supervisor

DEFS 001456

ROA 01149

APP 001164

From: richardaquino@aol.com <richardaquino@aol.com>
Sent: Friday, November 8, 2019 12:38 PM
To: ctackett@consolidated.net
Subject: Fwd: Violations of the Master Deed and By-laws of Shoreham Towers

Carter, this is the original complaint sent to the prior Board. There has been some revisions that were also sent.

-----Original Message-----

From: richardaquino <richardaquino@aol.com>
To: richardaquino <richardaquino@aol.com>
Sent: Sun, Sep 30, 2018 3:38 pm
Subject: Violations of the Master Deed and By-laws of Shoreham Towers

I have a conflict with the October HOA meeting date and I will not be able to attend. I submit this in an email format.

The unit referred to as the RTPH is in violation of the Master Deed and By-laws of Shoreham Towers in six (6) areas.

1. The owner of the RTPH has installed a product referred to as "Turtle Tile" on all of the Common Element surface outside the RTPH unit. This is actually one of the roofs of Shoreham Towers. I don't know if Marshall asked for and received some type of waiver or authorization that would allow him to violate the MD and BL. Additionally, I am not aware if he has produced any engineering reports that clearly demonstrate that placing this product, or any similar product, on top of the roof membrane would have any adverse effects on that membrane. The area under the Turtle Tile collects moisture and dirt. Marshall installed this Turtle Tile on a Common Element of the HOA, and it is in violation of the MD and BL.
2. There is a Common Element of the roof of the PH floor that Marshall has converted to his private Atrium, I think that is what it would be called, that is actually property of the HOA. He has enhanced this area by installing Turtle Tiles, a water fountain feature, furniture, and what looks like a Arbor or Trellis permanently attached to the building structure. I don't know if Marshall had a waiver or authorization to convert this Common Element for his personal use but it is in violation of the MD and BL.
3. This year Marshall has added additional personal furniture on the Common Element ocean side roof which is in violation of the MD and BL. This has created a nuisance for the owners of PH-2 and PH-3. Article XV of the MD and BL clearly states that one unit owner may not create a nuisance for another unit owner. Marshall has installed all this furniture on a Common Element of the HOA.
4. Marshall has placed various signs on the walls adjacent to the RTPH stairwell doors stating "No entry", "do not enter", "call such and such" etc. This is in violation of the MD and BL allowing free flowing entry to a Common Element of the HOA.
5. Marshall has installed key pad locks on the North and South stairwell doors leading to the RTPH which is in violation to the MD and BL. Originally those were regular door locks keyed to the same key is other utility doors at Shoreham Towers.



ROA 01150

DEFS 000743

APP 001165

6. Marshall had the 10th floor elevator button changed to a key lock which has caused the HOA problems on numerous occasions. The South elevator should flow freely to the elevator lobby on the 10th floor which is a Common Element of the HOA. The entry to the RTPH is via a locked entry door just like the rest of the units at Shoreham Towers. On his FRBO web site Marshall, in many references, promotes "Your Private Elevator Access Key to the Entire 10th Top Floor".

None of the MD and BL were violated when Robert Griffin built Shoreham Towers and added the RTPH for his personal use and he also rented it during the summer season. These violations have occurred since Marshall acquired the RTPH unit from the Griffin estate.

Robert Griffin designated the entire area outside the Glass walls of the RTPH unit a Common Element. He did this for a good reason. The HOA pays for maintenance and it is not part of the square footage of the RTPH for dues and assessment purpose. Unlike all other units at Shoreham Towers, the RTPH does not have a balcony. That was done for a reason.

My wife and I have uses that Common element many times in the past, my kids have, and I should think my Grandchildren have the right to use that Common Area. We pay for it.

In many places on his FRBO web site Marshall heavily advertises this Common Element as "your 2400sf outside private sundeck with wraparound terrace". This is not his private property as claimed and is a Common Element to the HOA and thus is open to any HOA members use. By his actions Marshall has created a problem for the owners at Shoreham Towers due to restricting access to the Common Elements.

The MD and BL does not give Marshall the right to let his paying guests use a Common Element and at the same time prohibit a unit owner at Shoreham Towers the same access to that Common Element. Marshall's FRBO web site states the entire private 10th floor is for his renters use only. Marshall did this for his own personal financial gain and enrichment at the expense of the HOA.

This HOA Board and the Management company has demonstrated their adherence to the MD and BL. These are violations to the MD and BL and I am requesting that this Board, all future Boards, and the management company continue to enforce the MD and BL and require that the Owner, at his expense, bring his unit into compliance with the MD and BL of Shoreham Towers.

You only need to look at his FRBO web site to validate these violations to the MD and BL of Shoreham Towers.

www.vrbo.com/3943339ha#

I am available to meet at the Board's convenience.

Richard Aquino
Owner
PH-2
843-272-5200

-----Original Message-----

From: richardaquino <richardaquino@aol.com>
To: willgrooms <willgrooms@carolina.rr.com>; tony_glovino
<tony_glovino@yahoo.com>; pkuproski <pkuproski@jkcapiat.com>; bill.west
<bill.west@duke-energy.com>; marshall.griffin <marshall.griffin@icloud.com>; avoralik
<avoralik@atalayamanagement.com>; pwatts <pwatts@atalayamanagement.com>
Cc: mrsull6330 <mrsull6330@gmail.com>; richardaquino <richardaquino@aol.com>
Sent: Mon, Oct 1, 2018 9:06 am
Subject: Violations of the Master Deed and By-laws of Shoreham Towers

I have a conflict with the October HOA meeting date and I will not be able to attend. I submit this in an email format.

The unit referred to as the RTPH is in violation of the Master Deed and By-laws of Shoreham Towers in six (6) areas.

1. The owner of the RTPH has installed a product referred to as "Turtle Tile" on all of the Common Element surface outside the RTPH unit. This is actually one of the roofs of Shoreham Towers. I don't know if Marshall asked for and received some type of waiver or authorization that would allow him to violate the MD and BL. Additionally, I am not aware if he has produced any engineering reports that clearly demonstrate that placing this product, or any similar product, on top of the roof membrane would have any adverse effects on that membrane. The area under the Turtle Tile collects moisture and dirt. Marshall installed this Turtle Tile on a Common Element of the HOA and it is in violation of the MD and BL.

2. There is a Common Element of the roof of the PH floor that Marshall has converted to his private Atrium, I think that is what it would be called, that is actually property of the HOA. He has enhanced this area by installing Turtle Tiles, a water fountain feature, furniture, and what looks like a Arbor or Trellis permanently attached to the building structure. I don't know if Marshall had a waiver or authorization to convert this Common Element for his personal use but it is in violation of the MD and BL.

3. This year Marshall has added additional personal furniture on the Common Element ocean side roof which is in violation of the MD and BL. This has created a nuisance for the owners of PH-2 and PH-3. Article XV of the MD and BL clearly states that one unit owner may not create a nuisance for another unit owner. Marshall has installed all this furniture on a Common Element of the HOA.

4. Marshall has placed various signs on the walls adjacent to the RTPH stairwell doors stating "No entry", "do not enter", "call such and such" etc. This is in violation of the MD and BL allowing free flowing entry to a Common Element of the HOA.

5. Marshall has installed key pad locks on the North and South stairwell doors leading to the RTPH which is in violation to the MD and BL. Originally those were regular door locks keyed to the same key as other utility doors at Shoreham Towers.

6. Marshall had the 10th floor elevator button changed to a key lock which has caused the HOA problems on numerous occasions. The South elevator should flow freely to the elevator lobby on the 10th floor which is a Common Element of the HOA. The entry to the RTPH is via a locked entry door just like the rest of the units at Shoreham Towers. On his FRBO web site Marshall, in many references, promotes "Your Private Elevator Access Key to the Entire 10th Top Floor".

None of the MD and BL were violated when Robert Griffin built Shoreham Towers and added the RTPH for his personal use and he also rented it during the summer season. I remember him having about three lounge chairs outside his door that strangely resembled the pool furniture at that time. These violations have occurred since Marshall acquired the RTPH unit from the Griffin estate.

Robert Griffin designated the entire area outside the Glass walls of the RTPH unit a Common Element. He did this for a good reason. The HOA pays for maintenance and it is not part of the square footage of the RTPH for dues and assessment purpose. Unlike all other units at Shoreham Towers, the RTPH does not have a balcony. That was done for a reason.

My wife and I have used that Common element many times in the past, my kids have, and I should think my Grandchildren have the right to use that Common Area. We pay for it as all the other owners at Shoreham Towers do.

In many places on his FRBO web site Marshall heavily advertises this Common Element as "your 2400sf outside private sundeck with wraparound terrace". This is not his private property as claimed and is a Common Element to the HOA and thus is open to any HOA members use. By his actions Marshall has created a problem for the owners at Shoreham Towers due to restricting access to the Common Elements.

The MD and BL does not give Marshall the right to let his paying guests use a Common Element and at the same time prohibit a unit owner at Shoreham Towers access to that Common Element. Marshall's FRBO web site states the entire private 10th floor is for his renters use only. Marshall did this for his own personal financial gain and enrichment at the expense of the HOA.

If that Common Element is a "DANGER" to a unit owner then why is it not dangerous to the renters of the RTPH.

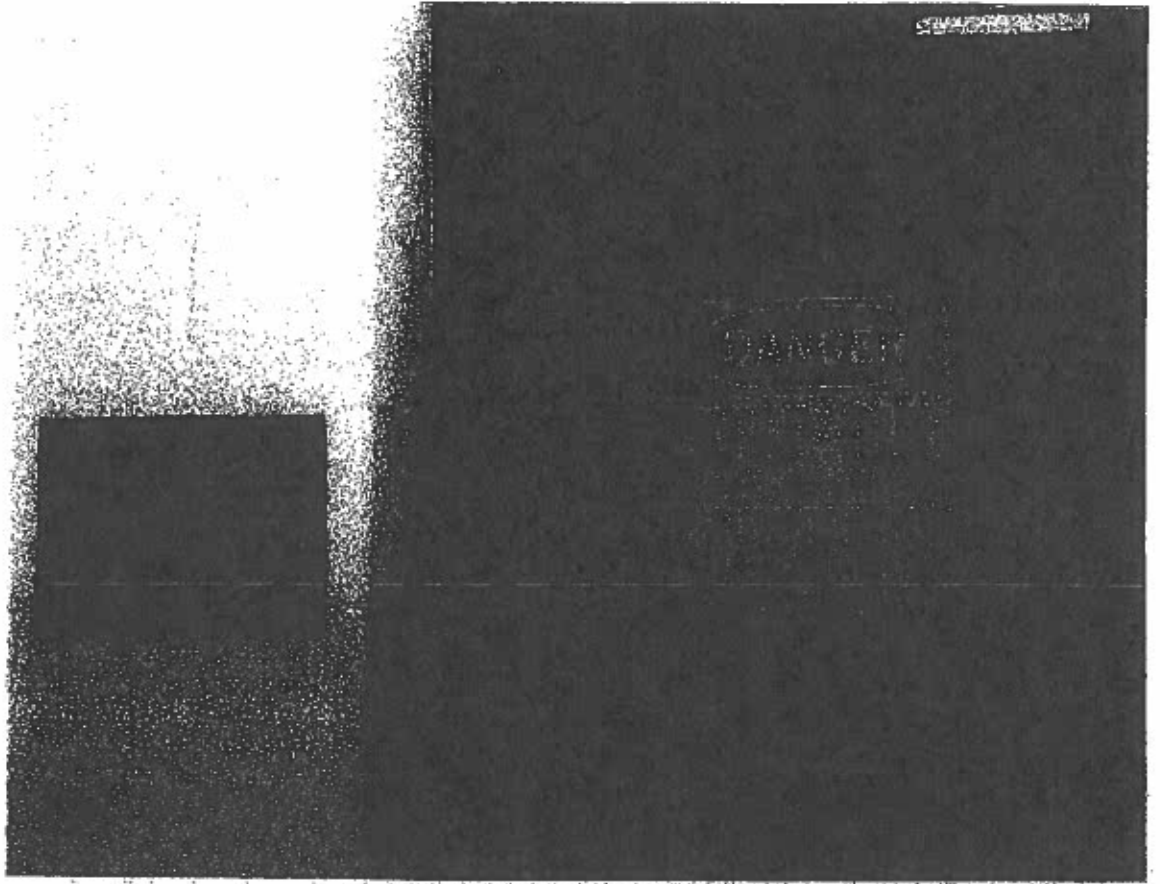
This HOA Board and the Management company has demonstrated their adherence to the MD and BL. These are violations to the MD and BL and I am requesting that this Board, all future Boards, and the management company continue to enforce the MD and BL and require that the Owner, at his expense, bring his unit into compliance with the MD and BL of Shoreham Towers.

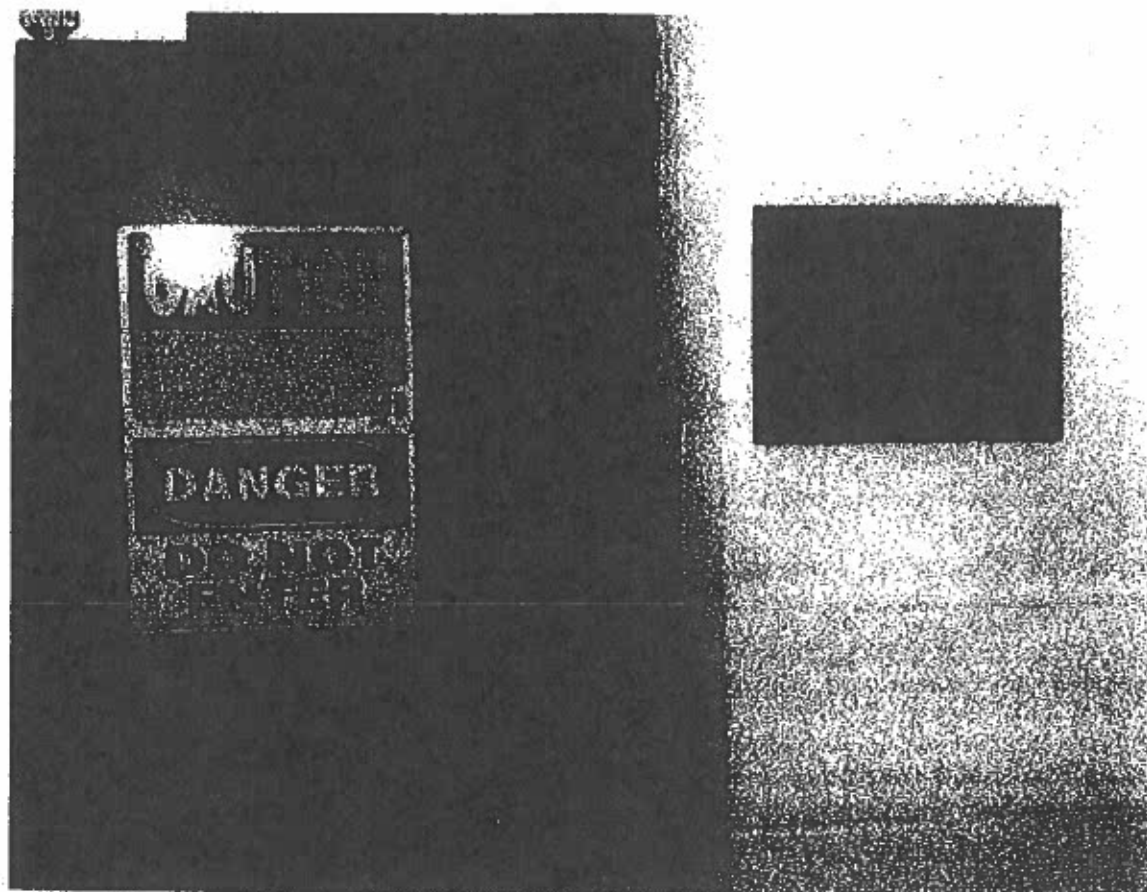
You only need to look at his FRBO web site to validate these violations to the MD and BL of Shoreham Towers.

<https://www.vrbo.com/3943339ha#>

I am available to meet at the Board's convenience.

Richard Aquino
Owner
PH-2
843-272-5200





Roof Top Terrace Rules & Regulations

Final Draft 5/25/19

1. The majority vote of the Board of Directors (BOD) accepts the legal interpretation of the Master Deed that all roof top area outside the glass walls of the roof top pent house (RTPH) are "common elements". As such they are under the jurisdiction of the BOD pursuant to Article XIV of the Master Deed entitled Use of Common Elements Subject to Rules of Association which states "The use of COMMON ELEMENTS by the owner or owners of all DWELLINGS, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the ASSOCIATION. In so doing, the BOD must also take into consideration the inherent liability factor of the common element due to the roof top access and the mechanical equipment placed on the Common Element. As a common area, any owner has the right to visit the Roof Top Terrace per the following rules.
2. The roof top terrace surrounding the RTPH is a common element. Any remodeling, including any roof membrane floor coverings or coatings, of this area must be approved by the BOD and the HOA shall bear the costs. The BOD has sole discretion to remove/replace any existing terrace floor coverings.
3. The BOD has complete authority over and the HOA shall bear cost for any furniture that is placed in the Roof Top Terrace common element, including the "bump out" area, same as the pool common element. Furniture placed there by the BOD must be placed on pads to protect the roofing membrane and reduce any noise from moving the furniture.
4. The elevator lobby on the 10th floor is a common element. Any future remodeling of this area must be approved by the BOD and the HOA shall bear the costs.
5. The area designated as "Dining Court" shown on the Plot Plan drawing number 9 and accessed from within the RTPH, is included in the RTPH square footage for assessment purposes and as such is deemed to be a part of the RTPH except for the floor which is also the roof for the unit below. This area and the adjacent walls which are exterior walls of the building are common elements and are under the control of the Board of Directors and are not to be changed without the consent of the Board.
6. The roof top stairwell doors shall be keyed to the common key. This is the key all unit holders possess to open the first-floor stairwell doors and the lobby doors. The BOD controls the keypad and key access to the Roof Top stairwell doors.
7. The Roof Top Terrace shall be closed and off limits to all, including occupants of the RTPH, from 10 pm till 8 am.
8. During the daytime between 8 am and 10 pm the Roof Top Terrace shall be accessible to all unit owners, accompanied family and invited guests, and service technicians. Any person 18 years of age or younger must be accompanied by a unit owner. Access to the Roof top is not extended to any non-owners except for those occupying the RTPH. Occupants of the RTPH shall at all times be limited to no more than 12.
9. The BOD has control and sole discretion of the common element planters and is responsible for selection, care, and cost of the plants.
10. The roof top irrigation system is a common element and should be paid for and be controlled by the BOD and the maintenance company approved by the Board.
11. The roof top area can only be accessed in case of emergency during the hours between 10 pm and 8 am, i.e. an air conditioner needs to be serviced, or there is a roof leakage problem, or a



large storm is forecast etc. and for this access the person(s) needs to notify the building manager or the RTPH owner, but access cannot be denied.

12. No animals, with exception of service animals, no running, no glass containers, no loud music, no game playing, are allowed on roof top at any time.

January 7, 2020

Mr. Marshall Griffin
151 Crown Lake Drive
Hopkins, SC 29061

Subject: Safety Inspection Report dated 12/17/2019

Dear Mr. Marshall Griffin,

The Shoreham Towers HOA Board of Directors (BOD) met last week to review a Safety Inspection Report from Fortier Loss Control Consultants Inc. dated December 17, 2019 (Report attached) concerning the existing Roof Top common area on which is located furniture and vegetation. Based on the Report's findings that hazards may exist, the Shoreham Towers BOD determined that you need to remove all your high back furniture (49" tall chairs) from the common area of the rooftop no later than January 10, 2020 and in addition all other furniture that is on any common area needs to be removed no later than January 27, 2020. If for some reason the furniture is not removed in a timely manner, the HOA will have any furniture remaining removed at your expense and then will be disposed of. Please be careful in having your personal property removed from the roof top common area for as you know the roof membrane cannot be harmed in any fashion.

Also, based on the Safety Report, the BOD has determined the arborvitae shrubs that you installed on the roof top needs to be removed within the next 60 days at your expense. As an alternative, you have the option to request that the HOA remove and dispose of the shrubbery at the HOA's expense.

Sincerely,
Shoreham Towers HOA Board of Directors



DEFS 000011

ROA 01158

APP 001173



Fortier Loss Control Consultants Inc.

2267 Jackson Downs Blvd.
Nashville, TN 37214
Phone: 615-883-2816 Fax: 615-885-1754

December 17, 2019

ATTN:

Shoreham Towers Board of Directors

This letter will serve to confirm the visit to Shoreham Towers 1 on December 4, 2019 to assess the safety concerning the furniture on the penthouse deck and the vegetation that has been planted along the perimeter of each side of the common area on the penthouse deck.

Furniture located on the Penthouse Deck:

The guardrail facing the ocean is 42" high and is in place between the two walls along the back edge of the building above the pool. Furniture has been placed next to the guardrail, particularly two tall chairs that rise up higher than the top of the protective guardrail. The chairs are 49" tall with the seat 30" high and the step at the base of the chair 14" high. This places the seat of the chair approximately 12" below the top of the guardrail and the back of the chair 7 inches above the guardrail.. As per OSHA regulations, ANSI regulations and most residential building code regulations the top of the guardrail should be located 42" above the floor level (in some instances 42 +/- 3 inches is allowed - 39-45 inches). The guardrail in the penthouse common area is 42" high (42" above the floor). The height of the seat however, creates a situation where an individual would be positioned so that their center of gravity could be located above the top of the guardrail. This is a concern due to the possibility of a person falling forward from the chair accidentally and/or as they are getting into or out of the chair and going over the top of the guardrail. When an individual gets into the chair they do not slide directly into the seat, but usually stand up above the seat and then sit down. This same process is used to get out of the chair. When this is being done the individuals waist could be above the top of the guardrail increasing a potential for a fall over the guardrail.

In addition if there were an event where children were to get into these chairs it could be considered an attractive hazard. Children would be more likely to have an issue while climbing into and out of the chair or worse standing in the chair to look over the guardrail. A child might not have the ability to ascertain the danger associated with getting into and out of a chair where the seat is located only 12 inches below the top of the guardrail. In addition a child is more likely to lean over the guardrail, horseplay in the chair, stand in the chair, and/or fall from the chair. This could create a liability for the homeowners since this is a common area and any resident or guest can use the chairs.

I would highly recommend that all furniture be placed a minimum of 6 feet back from the guardrail to reduce or eliminate the possibility of anyone accidentally falling over the guardrail due to the height of the furniture and its location next to the guardrail.

The following standards can be used as a reference to the concern above as per a fall over the guardrail:

OSHA: 1910.29;

ANSI: A1264

IBC: 1015.3

Vegetation located in the Penthouse Common Area:

Vegetation has been planted along the perimeter of the Penthouse common area including small shrubs/trees which will grow considerable in size over time.. This could be a concern based on high winds and the possibility of this type of vegetation becoming up-rooted and being lifted off of the building and falling to the ground below. At this time there is no secondary source to secure the vegetation and it is my understanding that the area is only designed for low lying vegetation not small trees or shrubs. I would recommend that the trees be removed from the penthouse common area for this particular reason unless it can be proven they will not be dis-lodged and could not fall from the roof top to the ground below due to high winds. Since this is a common area the Homeowners could be liable for any damaged/incident that might occur in the event that the shrubs/trees were to fall from the roof top to the ground below.

Thank you for the opportunity to assist you in your safety efforts. Please call us if we can be of further assistance.

Sincerely,

Brian E. Dolin

Brian Dolin, MS, CSP

Safety Consultant

Knoxville Division of Fortier Loss Control

cc: Fortier Loss Control (Nashville)

From: Angela Perry
<angelaperry917@gmail.com>
Date: June 1, 2020 at 4:25:49 PM EDT
To: Marshall Griffin
<rmarshallgriffin@gmail.com>
Subject: Statement

Hi Marshall.

Happy June! I so hope you are doing well and that all is going smoothly for you. My family are still wanting to be at the beach and your wonderful castle by the sea:)

Talk to you soon. I can get Lauren, Jarrett and Dale to put a brief statement. Read this to let me know what is necessary.

Angela <^> <^>

Just to let you know that I have been able to reflect on Saturday, 5/23/20, and what took place. I have more than a couple of paragraphs in order to be able to give the details correctly.

Prior to going for a walk on the beach on the morning of May 23, 2020, I had left the premises for a quick grocery run and had returned around 10:30a.m. I received a call from Marshall's maintenance man, Rich, stating he was a few minutes away. He asked if he could come on by to take care of the carpet

sections that needed to be placed outside. I stated that it would be perfect timing. He arrived approximately at 11:15, for my children arrived in that time frame. We all met Rich while he moved the carpet sections, 2 white rocking chairs & small tables to the outside area next to the elevator/parking lot side of the home. He also plugged in the wall fountain. Prior to him leaving, Rich saw the 2 long red tapes that were on the opposite side of the home's balcony railing area/ocean side. We had asked if it was necessary being that our view is interrupted while lounging on the white pation lounge chairs or sitting at the white/blue high top table/high top white bar chairs, or if we wanted to sit in the 2 blue adirondick chairs. We were very aware of the rusted out bolts that were to be replaced at some point during our stay. It was decided to remove the tape, for our goal was not to be that close to the rail while out on the balcony area.

Rich was really positive during his short visit and we Thanked him for taking care of things. He stated enjoy our time in this great home.

The time now is going on 11:45 or so and we all decided to take a quick visit to the beach before making lunch. Our time on the beach was less than an hour. On our walk back to the RTPH, we all stopped to rinse our sand off our feet. It was at this time that we saw a man standing around (like he was waiting for us to get out of the way), and I said, Happy Memorial Day directly to him, while making eye contact. I think he replied. From there, we took the elevator up to the RTPH, to begin our vacation. We started setting up our lounge chairs with towels, getting food/beverages on the table, taking pictures and then all of a sudden the man at the shower area, was on the

balcony walking straight to our table and then straight to the railing area. NO introduction. NO announcing why he's there. We had to ask the questions as to: Who are you? How did you get here? Did Marshall send you? He acted as if he could not hear us at first. Then he stated the red tape was to be in place. He did not apologize for his presence. The statement I heard him say: It's up to the attorneys. He then walked away from the area to leave it appeared. I then walked through the home to see how he got to the roof top and stopped him on the back side stair way door (as he was opening the door), I asked him, what is your name, who are you? He replied, my name is Richard. I stated, I thought the other man's name is Richard, he was here earlier. He replied, oh, that's Rich, I am Richard. I was surprised to hear his name is the same, and actually was unsure still of why he is on this private property. At this point, he did not state he would be back in a certain amount of time whatsoever. I asked him another question as to if he is to be here, and then he said, I've got to get a hammer.

I did not call Marshall at this point. I went back to the beach side balcony to get back to our time of lunch and had conversation with the family about how this was very odd. We went on with our lunch and taking in the sounds of the beach and the sunshine. We did not see anyone for the rest of the afternoon. We did not have any phone calls or texts to be aware of anyone to be on the balcony. At 6:45 the man, Richard, showed up to reattach the red tape. My daughter was there on the patio, I happened to be in the kitchen when I saw him. I went to get Dale at this point, for I could not believe this was taking place without any communication in advance. My daughter took a video to

show what was taking place. Dale and my daughter was outside to question him. It was at this point I called Marshall.

Total Control Panel

[Login](#)

To: [jgrantland@murphygrantland.com](#) [Remove](#) this sender from my allow list
From: rmarshallgriffin@gmail.com

You received this message because the sender is on your allow list.



Shoreham Towers HOA

October 5, 2020

Marshall Griffin
151 Crown Lake Drive
Hopkins, SC 29061

Re: Shoreham Towers RTPH – Unauthorized Stored Furniture

Mr. Griffin:

You have been notified that your unauthorized furniture that was placed in the roof top common area was removed on 5/29/2020 and placed in storage at Terminal Storage 3200 Airport Blvd North Myrtle Beach SC 29582 by the Board because of your non-responsiveness to a request for you to remove it. You have also been notified that you can reimburse the HOA for all costs associated with the removal and the storage and access your furniture, yet you fail to do so. The storage charge for three months was \$62.50 in an incentive offering but that charge now is \$125 per month. The reimbursement amount is climbing. The Board intends to fund the storage only through October 31, 2020, and thereafter the Storage facility will be notified that the locker and its contents will be forfeited. This is the same furniture that had been placed in the garage for pick up in the winter. It was picked up and returned to the RT without any notification to the Board.

For the Board of Directors,

Pat Clark, CPM
Tradd Management
Association Manager

From: ctackett@consolidated.net <ctackett@consolidated.net>
Sent: Monday, February 25, 2019 12:17 PM
To: 'Anthony giovino' <tgiovino@gmail.com>; 'West, Bill' <Bill.West@duke-energy.com>
Cc: 'Connie Tackett' <4lady@consolidated.net>
Subject: FW: Comments on Richard Aquino 12/9/2018 Violations of MD and By-laws

This is what I am recommending I send to Roger. Check it out and if ok I will send it out asap. Thanks.

From: ctackett@consolidated.net <ctackett@consolidated.net>
Sent: Monday, February 25, 2019 12:14 PM
To: ctackett@consolidated.net
Subject: FW: Comments on Richard Aquino 12/9/2018 Violations of MD and By-laws

/

From: ctackett@consolidated.net <ctackett@consolidated.net>
Sent: Tuesday, January 22, 2019 6:26 PM
To: 'tgiovino@gmail.com' <tgiovino@gmail.com>; 'Bill.West@duke-energy.com' <Bill.West@duke-energy.com>
Cc: '4lady@consolidated.net' <4lady@consolidated.net>
Subject: Comments on Richard Aquino 12/9/2018 Violations of MD and By-laws

Roger: The Board conducted a walkthrough of the RTPH and adjacent common areas on 1/19/2019 at the request of fellow Board member Marshall Griffin who is the owner of the RTPH and who inherited the unit from his Uncle who was one of the original developers of Shoreham Towers. I think you are aware that Richard Aquino, owner of PH 2 directly under the RTPH is requesting that the Board enforce the Common Area and Master Deed violations items 1-7 and as noted below there are a lot of questions and overlap that need to be sorted out. I think Tony and Richard have had an introductory meeting with you regarding the issues sometime in December and the overall summary of that meeting was The Board should not "give up " the common areas and should enforce the provisions as outlined in the original documents including the drawings on file in the County. We also understand that since Richard is the originator of the violations and Marshall is the target of the violations that the remaining three Board members i.e. Tony Giovino, Board President, Bill West Board Secretary and me VP and Treasurer need to work to resolve these issues. We three have talked and have done some research and gained some expert opinion but as you will read below there is still a lot of uncertainty as to what we can and cannot do to comply with the documents and we are asking that you review the documents and this background and give us your opinion preferably in writing so that we can present it to the two Board members that are involved. After you review this memo, we expect that we may have to meet to fill in the gaps and would be available to do so. I will be back in NMB on 3/6 and Tony resides there so we could come to your office and conference call Bill West or you could come to our meeting room at Shoreham Towers and we could do the same from there. Feel free to call me at 412-889-8958 if you would like to discuss matters once you have had time to digest this info.

Our actual facility is a difficult one in that we have a private roof top unit that is owned by a unit holder who inherited the unit from his Uncle who was an original developer and lived there after units sold and his Uncle did not rent. New nephew owner Marshall Griffin, who has been a ST Board member for many, many years is now leasing the unit. His RTPH covers PH-2 and PH-3 in their entirety. Richard Aquino, also a present Board member, and a Board member for a number of years who lodged the complaint has had disagreements with Marshall Griffin on a number of occasions



DEFS 000786

ROA 01166

APP 001181

but both men respect each other. With that as a backdrop, my comments follow and pertain the numbers in the above communication.

- 1) At the walk through, Marshall Griffin admitted that he did install the turtle tile without anyone's permission and it was his opinion shared by other roofing professionals that the turtle tile protects the rubber roof membrane under it which is part of the "common area" roof but also serves as the "roof terrace" and is so marked on the drawings. Marshall paid for the turtle tile, feels all Board members knew of the installation of the turtle tile when it occurred and raised no objection. Marshall maintains it and cleans under it and it serves as a walking surface for anyone who needs to access the roof and his tenants in the RTPH.

Presently, we have awarded a contract to Thompson Roofing to replace the RT Roof and Quinn Thompson the owner of the company does not think the turtle tile should be placed over his sealant. This issue needs to be decided quickly because the roof top renters need to be able to walk on the roof which is part of the hybrid common area?? We are also seeking to determine if the hallway product that has been recommended would be able to be installed over the sealant and at what cost?

- 2) The Roof top area sighted by Mr. Aquino as being converted to a private Atrium is listed on the drawings as a Dining Court with only one way to enter it from inside the RTPH and it is my opinion that this is not a common element and when calculating the square footage that the RTPH pays fees on it is included in the monthly fee. However, the floor of the Dining Court (Atrium) is the roof over the stairwells and this membrane is in fact a common element. Again a hybrid type component. Not specified, but brought up by Richard was the fact that Marshall affixed some wall decorations and had a trellis attached to the outside walls that are common walls? Richard's comment was can I attach decorations to my balcony walls?? We have not permitted this to happen.
- 3) A valid point by Richard and admitted by Marshall. Marshall's comment was this area is designated on the drawing as "roof terrace" and Marshall feels he has the right to use it as he sees fit. A big issue is the RTPH does not pay any monthly fee towards this area. I think this is the major objection, because the renters congregate here and this is directly over the window tables that both PH-2, Richard and PH-3 now owned by Marshall Sullivan are positioned. Not only the voices of the renters but also the movement of the heavy furniture creates disturbance in both the units below. In the past if this occurred, Marshall Griffin has asked that he be contacted and he would see to it that the noise was controlled. If in fact, this is to be a common area where any person who occupies ST can congregate or enjoy then this disturbance would be much more difficult to control.
The Thompson roofing contractor has given his opinion that the heavy furniture should not be permitted to rest directly on the sealant and possibly a rubber mat could be installed that the furniture would rest upon? In addition, the legs of the furniture are not rounded and the furniture is too heavy.
- 4) Once the common area decision is made I think Marshall would be ok with whatever signage is placed outside the doors and in fact welcomed directional signs to point out which unit A/c units are accessed via which door.
- 5) Marshall indicated he did not install the key pad locks but rather they were installed by the building manager to facilitate workers accessing the roof top to work on A/C units that needed service or repair. All unit A/C units are located on the roof top. 8 are on the A stack roof to the North and this roof is overtop of PH-1. 27 A/C units are on the RTPH roof and represent one each for floors 2-9, B,C,D placement and two for the RTPH and one for the HOA owned A/C unit that services the RT Elevator Penthouse. 8 other units are located on the E roof to the south.

DEFS 000787

Marshall and Richard disagreed that the access doors were originally keyed to the same key that opens the first floor stairwell doors and the rear lobby doors.

The building manager was contacted and he said he did not install the roof top key pads. Others contacted believed the regular keys on the RT access doors were controlled by the same keys as the lower stairwell doors to permit access but those keyways no longer will work. Someone eliminated them??

- 6) At the tour it was agreed that the elevator had always been keyed for control to the 10th floor. This was bolstered by the fact that there were by pass buttons in the kitchen of the RTPH to permit a visitor to be buzzed in to by pass the key requirement. Richard conceded to remove the name Marshall but still maintains that the key function is a nuisance because often it is left in an open position by renters which disables the recall of the elevator. The elevator maintenance contractor feels that this key slot should be a spring loaded key switch that would not permit it to stay in an open manner prohibiting the South Elevator from being called.
- 7) Marshall admitted that he did remodel the lobby area and reconfigure his front door to permit better access to his condo. He maintained that the paneling placed over the drywall and fire protection meets fire code. Marshall also maintained that the reference to a common area lobby in Exhibit A of the MD refers to the lobby on the first floor not the tenth floor. I disagree. Further, the plans show a door opening into the Elevator lobby to access the mechanical air handler for one of Marshall's roof top units. Tony Giovino is checking with Jay Ortiz of NMB fire department regarding the fire code compliance of the cedar wood paneling installed without authorization by Marshall. In a conversation I had with Marshall Griffin today 2/25/2019 he said he had a fire code person from Florence install the paneling over the existing fire walls and that he recently asked him if it was still code and the installer said it was??

Marshall indicated that he and his wife Caroline inherited the RTPH in 1992 and did his modifications in 1994 and no permission was sought from the Board for any additions. The primary modifications include the elevator lobby remodeling and reconfiguration, the installation of the turtle tile, the plants in the planters, the heavy furniture placed on the "roof terrace", and the key pads for the stairwell doors. Richard's comment about the designation of the outside area seems to be accurate and the present RTPH owner does not pay as part of his monthly fees anything for his private use of this area.

Richard's comments about the advertising for the RTPH appear to be accurate.

An overall caveat: Even if the roof is to be construed as a common element, for liability purposes and safety purposes it seems reasonable that common sense would dictate that access to a Roof of a 10 story building not be open to the public. Going back to the introductory comment, ST has a situation that may be one of a kind???

In 1996, the ST Board informed Marshall that they had voted to concrete over the roof top planters which are common elements on March 19th, 1997. Marshall sued the HOA asking for a temporary injunction on March 18th, 1997, to stop the concreting citing safety and aesthetic reasons and the fact that the RTPH owner always cared for and decided what plants went into the planter. Action was dismissed some two plus years later on August 23rd 1999 and the planters were not concreted. Marshall feels this demonstrates that the RTPH owner has decision making control over what occurs on the rooftop. Also cited was the fact that the lights in the roof top planters are controlled from inside the RTPH unit, are maintained by the RTPH owner and the electric circuits are in the RTPH panel and on the RTPH meter.

DEFS 000788

Once you have time to digest this info, we would like to meet to discuss your thoughts as to how to avoid any litigation while complying with the documents which appear to be murky at best. In my discussion with Marshall Griffin today 2/25 he said if you need to tour the RTPH he could arrange to do so but the best time to tour would be this Thursday or Friday when he does not have renters occupying the space.

DEFS 000789

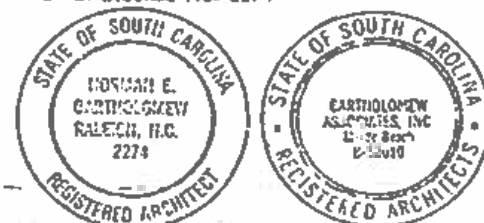
ROA 01169

APP 001184

THE PLAN SHOWS HERE IS A PHOTOGRAPHICALLY REDUCED COPY OF AN ORIGINAL SURVEY BY MR. C.D. BERRY, PLS., S.C., A 2075, DATED APRIL 7, 1981, AND SUPPLIED TO THIS FIRM BY THE OWNER FOR USE IN THE PREPARATION OF BACKGROUND DATA SHOWN ON THESE DRAWINGS. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THIS PLAN AND WHAT IS FOUND IN THE FIELD SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT.



Norman E. Bartholomew, A.I.A.
Bartholomew Associates, Inc.
S. C. License No. 2274

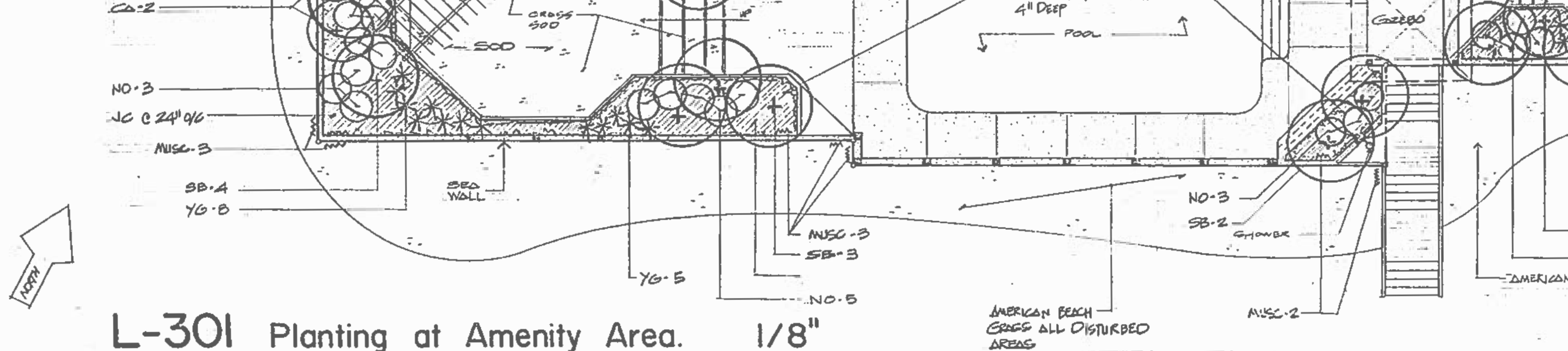


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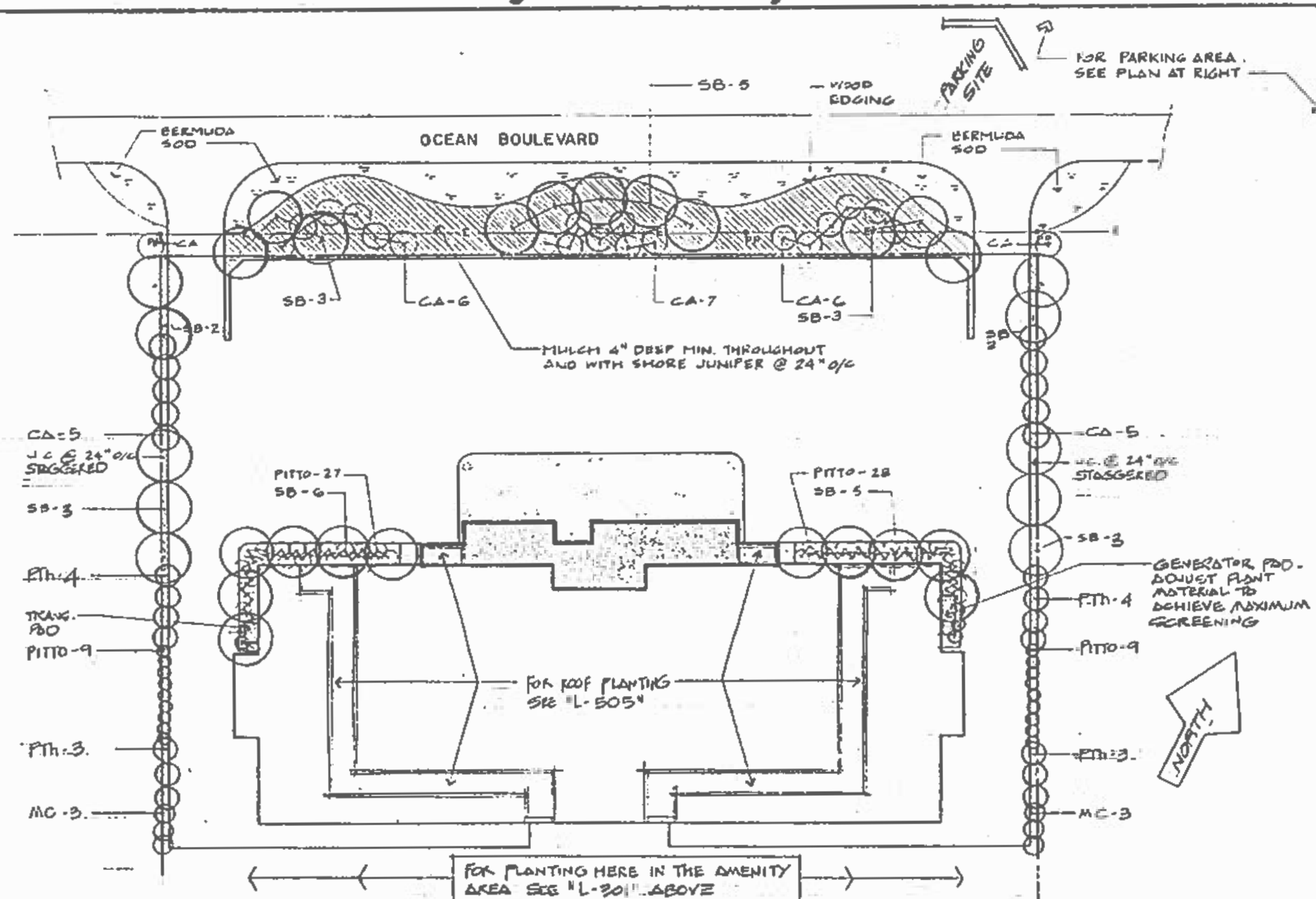
HANDICAPPED SPACES 2

RESIDUAL
PIPE INV = 79
PAVED
BOTTOM = 5.
DETAIL 250

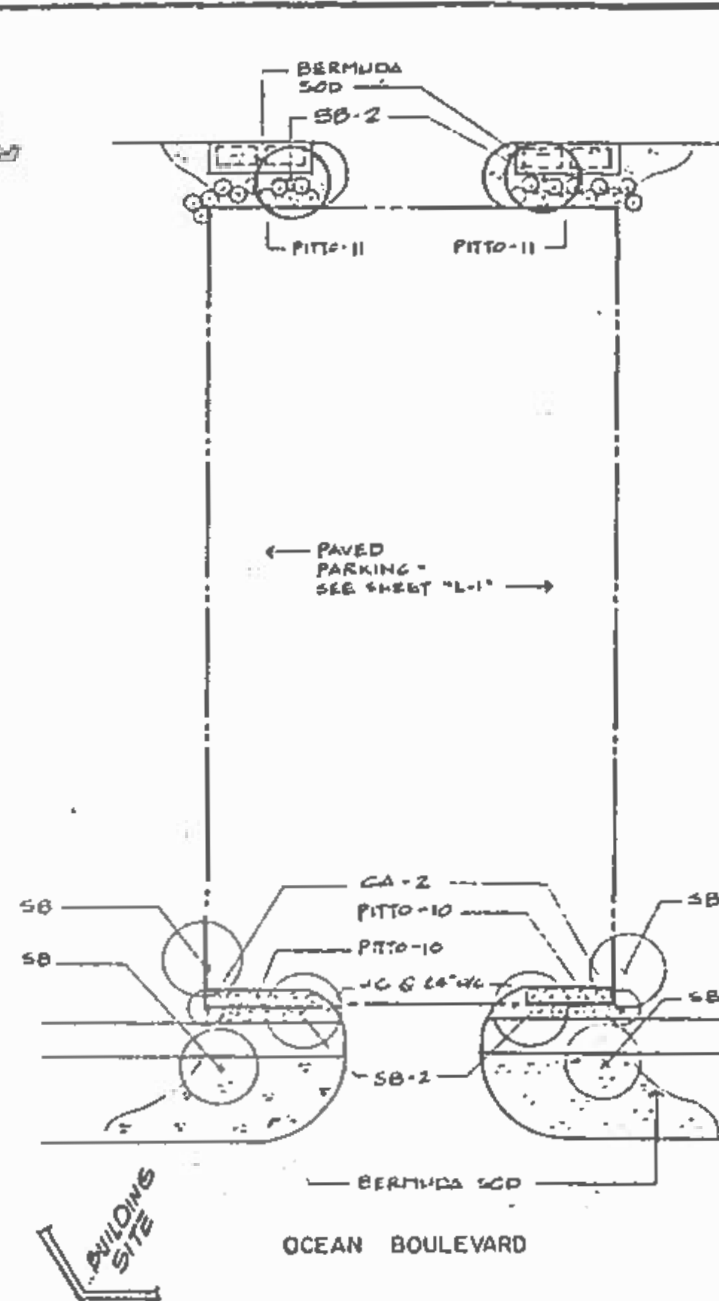
Approximate Mean High Tide Line (El. 2.5) —



L-301 Planting at Amenity Area. 1/8"



L-302 Planting at Front/Side. 1"=20'



L-303 Planting at Parking Lot. 1"=20'

L-304

Trees and Shrubs

At Roof Total At Quan. Parking

67 8

35 2

14

4

14

34 34

6

17

7

156 42

286 1214 47

32 54

VINES, GROUND

20

Varies SEE P

Varies SEE P

Varies SEE P

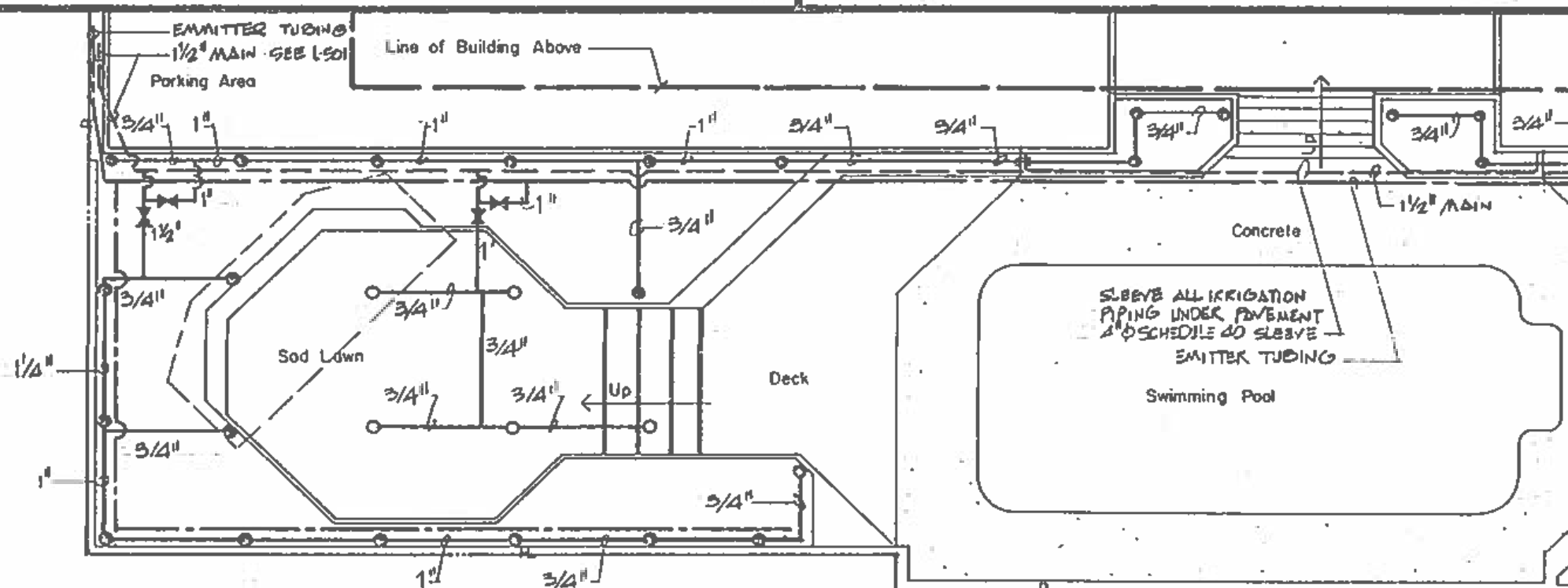
DETAIL L507 TRELLIS
SCALE: 3/8" = 1'-0"

DETAIL-508 CONCRETE TRELLIS REINFORCING AND FOOTING

WHERE USED AS STEP RISER SEE PLAN FOR RISER HEIGHT.
CONCRETE SHALL EXTEND 4" BELOW RISER.

DETAIL: 509 CONCRETE EDGING, YARD DIVIDER, STEP RISER
SCALE: 1" = 1'-0"

L-505 Planting Plan:Roof 1/8"



NOTES:

SEE PLANTING PLAN FOR LOCATION OF SABAL PALMETTO PALMS - SEE NOTE ABOVE RIGHT RE: EMITTERS IN "CABBAGE" OF THOSE P

SEE PLANTING PLAN FOR
SABAL PALMETTO PALM
LOCATIONS AND NOTE BELOW
RE: EMITTER IN "CABBAGE"
OF THESE PALMS

K CONTINUES "L-503"
BELOW

For Irrig
See Plac

L-502

IRRIGATION LEGEND/NOTES

② DENOTES LOCATION OF TORO 570 HIGH POP SPRINKLER HEAD (12" POP). HEADS SHOWN WITH THE 570 SERIES LOW-ANGLE SPRAY NOZZLES IF THE ARC PATTERN IS QUARTER FULL. IF A PATTERN OTHER THAN THESE IS REQUIRED THEN THE HEAD SHALL BE FITTED WITH A FULL ARC NOZZLE OR A STRIP SPRAY NOZZLE AS REQUIRED.

○ TORO 570 POP-UP SPRINKLER HEADS (3" POP). THE HEADS SHALL BE FITTED WITH GALLONAGE (12' R MAX.) NOZZLES, THE ADJUSTABLE ARC NOZZLE, OR THE STRIP NOZZLE. THE STRIP NOZZLE IS NOT REQUIRED.

THE ARC AND RADIUS OF THE SPRAY HEADS SHALL BE AS SHOWN. SPECIFIC HEAD MODEL NUMBER IDENTIFIED BY SYMBOL, ILLUSTRATED ARC AND RADIUS OF COVERAGE.

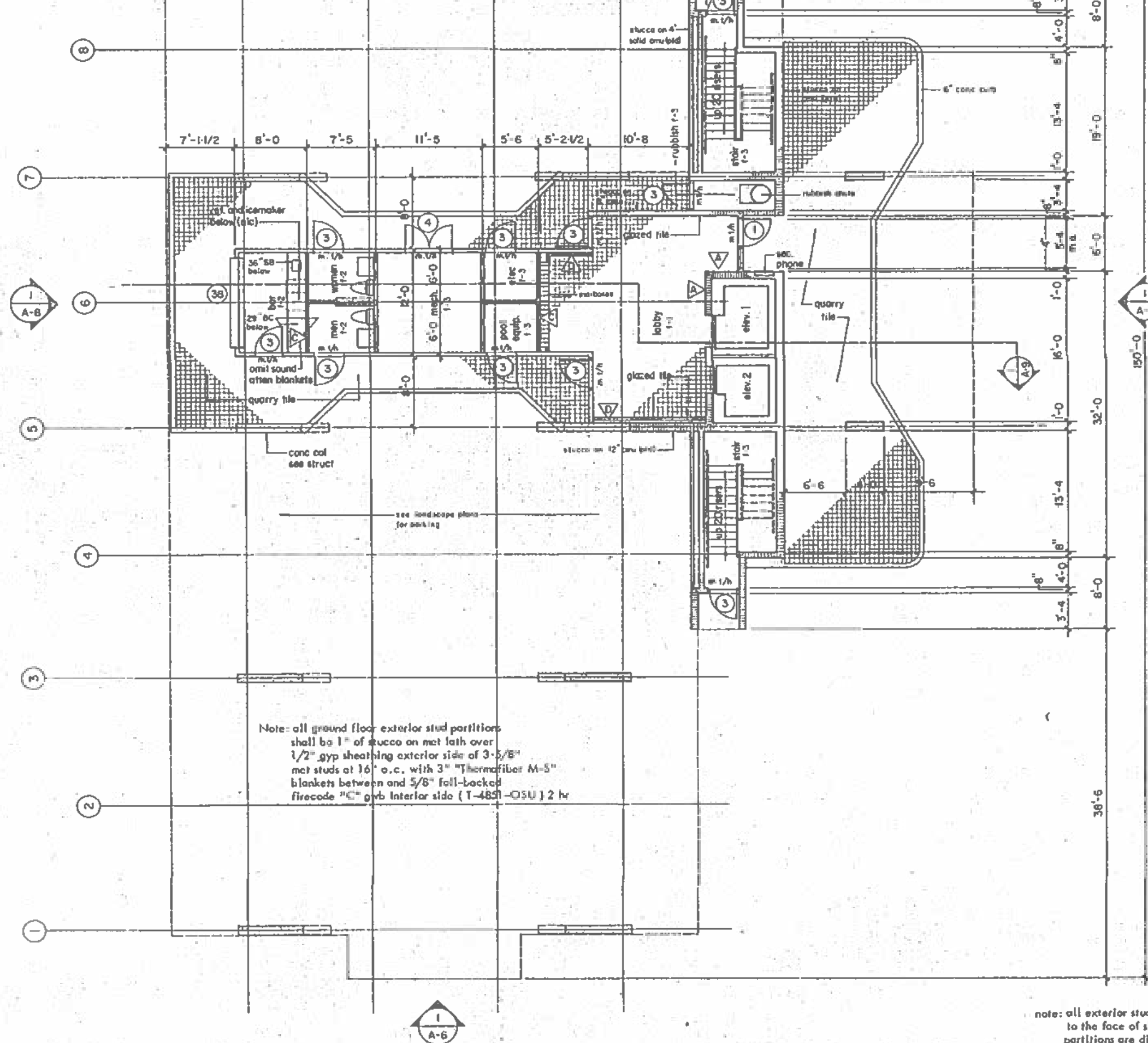
▶ TORO #232 24 V.A.C. SOLENOID OPERATED ELECTRIC VALVE. VALVES SHALL BE AS
AND INSTALLED IN AMETEK 12" X 18" RECTANGULAR VALVE BOXES #10-170-001 WI
#10-173-134 OR EQUAL.

SPRINKLER HEADS SHALL BE MOUNTED ON TORO POLYETHYLENE FLEX SWING-JOINT PIPE (#8550) WITH APPROPRIATE FITTINGS (#850-31).

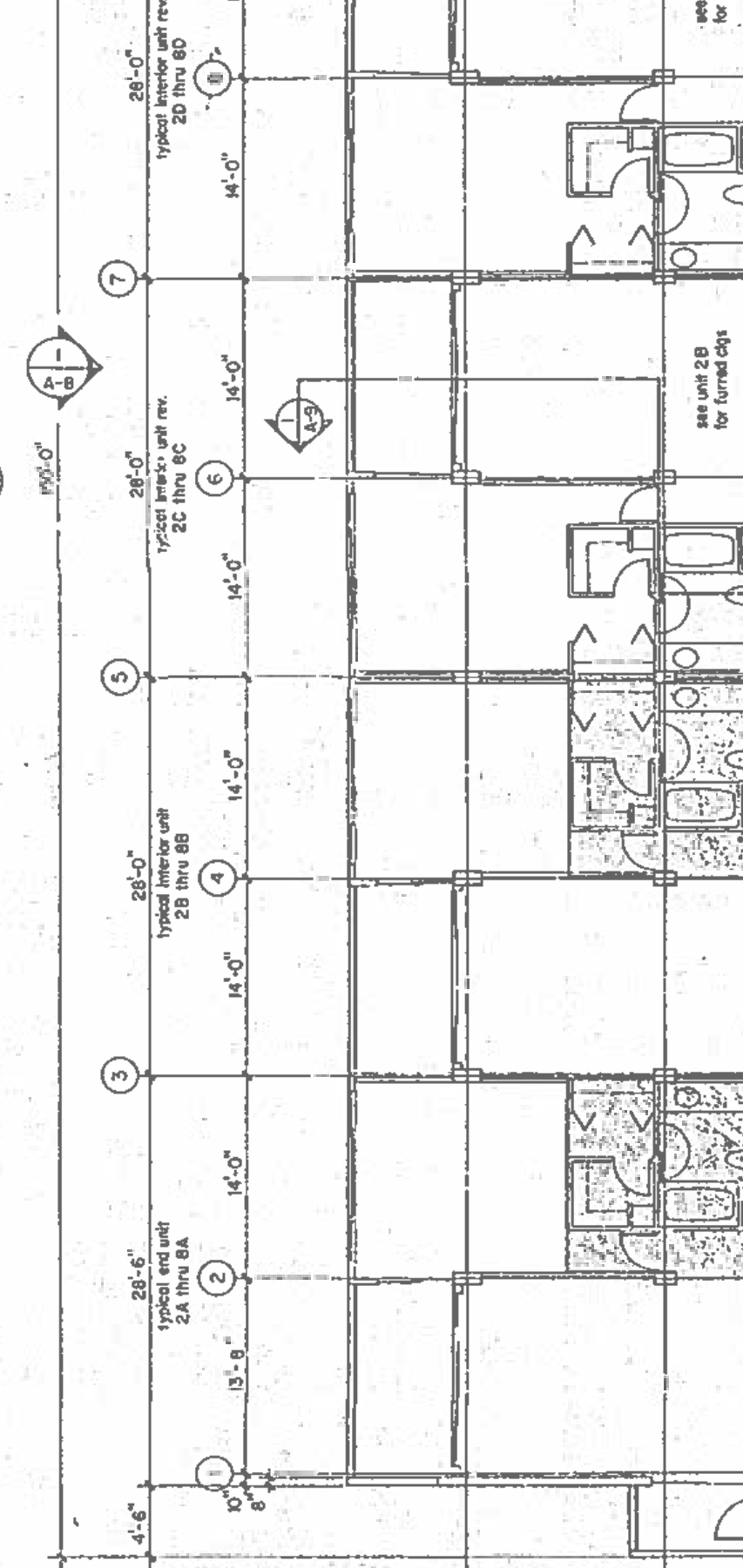
CLASS 160 OR CLASS 200 SOLVENT WELD PVC PIPE TO BE INSTALLED AT A MINIMUM
12" BELOW GRADE. PIPE SIZE AS SHOWN.

— — — CLASS 160 OR CLASS 200 SOLVENT WELD PVC PIPE IS THE SYSTEM MAIN LINE AT

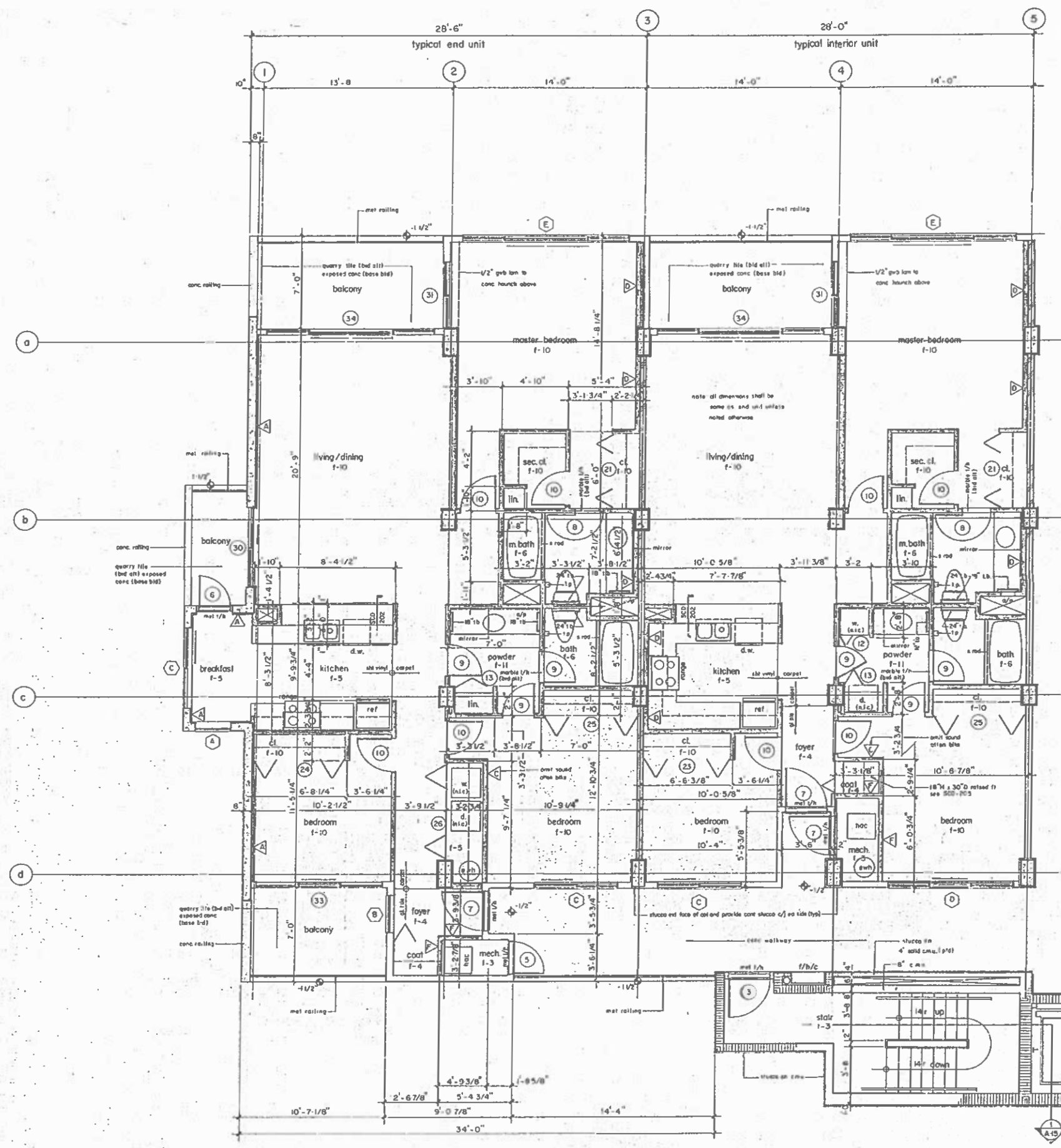
ALL CONTROL WIRING FOR OPERATION OF THE REMOTE CONTROL VALVES SHALL BE 14# AWG-UL STRAND COPPER WITH 300 V.A.C. RATED PE INSULATION. ALL WIRE SPLICES SHALL BE MADE APPROPRIATE SIZE WIRE NUTS AND WATER PROOFED WITH EPOXY RESIN MATERIALS AS MANUFACTURED BY THE 3M COMPANY OR EQUAL. ALL CONTROL WIRING SHALL FOLLOW THE ROUTE OF THE SYSTEM WHERE FEASIBLE.



note: all exterior stud partitions are dimensioned to the face of sheathing, all interior stud partitions are dimensioned to centerline of stud.



7.3.81
7.16.81
8.20.81

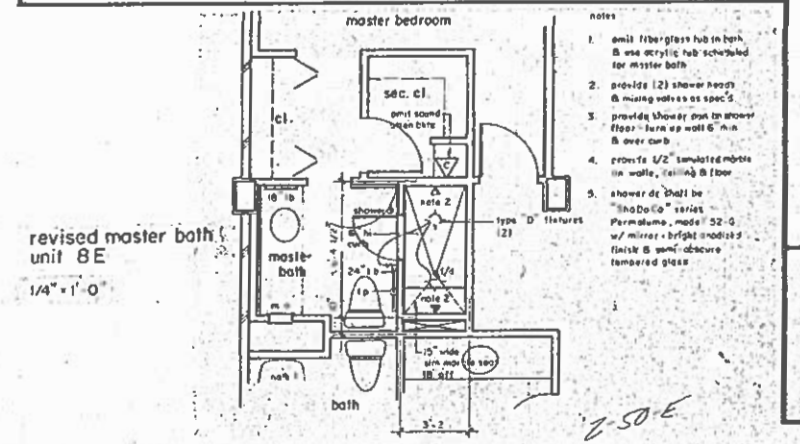


enlarged typical unit floor plans: 1/4" = 1'-0"
see 22 for cabinet elevations

room finish schedule					
mark	floor	base	walls	ceiling	remarks *
f-1	glazed tile	glazed tile	gwb (pld)	2 x 2 acoust tile lay-in (pld)	provide glazed tile on walls where indicated on plans
f-2	glazed tile	1/2" x 3/4" trim (stain)	gwb (pld)	2 x 2 acoust tile lay-in (pld)	provide glazed tile base at men and women toilets
f-3	conc with sealer/hardener	none	gwb or cmu (pld)	exposed structure	
f-4	glazed tile	1/2" x 3/4" trim (stain)	gwb (pld)	conc or gwb (tex spray pld)	
f-5	sheet vinyl *	1/2" x 3/4" trim (stain)	vwc on gwb	conc or gwb (tex spray pld)	glazed tile (pld alter)
f-6	sheet vinyl *	1/2" x 3/4" trim (stain)	vwc on gwb	conc or gwb (tex spray pld)	ceramic tile (pld alter)
f-7	glazed tile	1/2" x 3/4" trim (stain)	vwc on gwb	conc or gwb (tex spray pld)	marble t/h at drs (pld alter)
f-8	ceramic tile	ceramic tile	vwc on gwb	conc or gwb (tex spray pld)	
f-9	glazed tile	glazed tile	gwb (pld)	conc or gwb (tex spray pld)	
f-10	carpet	none	gwb (pld)	conc or gwb (tex spray pld)	
f-11	carpet	none	vwc on gwb	conc or gwb (tex spray pld)	

partition schedule	
note:	all exterior walls shall be 5/8" firecode "C" gwb interior side of 4" met studs at 16" o/c with 1-11 batt insulation between and 1" of stucco on metal lath over 1/2" gyp sheathing exterior side (T-4851-OSU) unless noted otherwise.
note:	all interior partitions shall be 1/2" gwb ea side of 2 1/2" met studs at 24" o/c unless noted otherwise.
note:	provide 1/2" gwb laminated to all four faces of interior concrete columns and to all interior faces of all exterior columns (first thru eighth floors).
note:	all demising walls shall be 2 layers of 1/2" firecode "C" gwb ea side of 2 1/2" met studs at 24" o/c with 2" "Thermafiber" sound attenu bltk between (UL DES U412).
A	provide one layer of 1/2" foilbacked gwb over 1" Z-furring channels at 24" o/c with 1" rigid insulation between. anchor furring channels to concrete or cmu wall.
B	provide 1" of stucco on metal lath over 1/2" gyp sheathing ea side of 4" met studs at 12" o/c.
C	provide one layer of 1/2" gwb ea side of 4" metal studs at 24" o/c to bottom of floor slab with 3" "Thermafiber" sound attenu bltk between.
D	provide one layer of 1/2" gwb one side of 2 1/2" met studs at 24" o/c.
E	provide one layer of 1/2" gwb ea side of 6" met studs at 24" o/c.
F	provide one layer of 1/2" gwb ea side of 2 1/2" met studs at 24" o/c with 2" "Thermafiber" sound attenu bltk between.
note:	all exterior stud partitions are dimensioned to the face of sheathing. all interior stud partitions are dimensioned to the centerline of stud.

legend	
a/p	denotes 16" sq metal access panel mounted 24" aff
m.c.	denotes medicine cabinet
s. rod	denotes shower rod
l/h	denotes linen closet
t.p.	denotes toilet paper holder
t.b.	denotes towel bar
—	denotes operable door or window sliding panel direction



BARTHOLOMEW ASSOCIATES
ARCHITECTS

SUITE 230 - 3700 COMPUTER DRIVE
RALEIGH, NORTH CAROLINA 27609
TELEPHONE 919 787 3321

APP 001190

STATE OF NORTH CAROLINA
NORMAN E. BARTHOLOMEW
RALEIGH, N.C. 27609
REGISTERED ARCHITECT

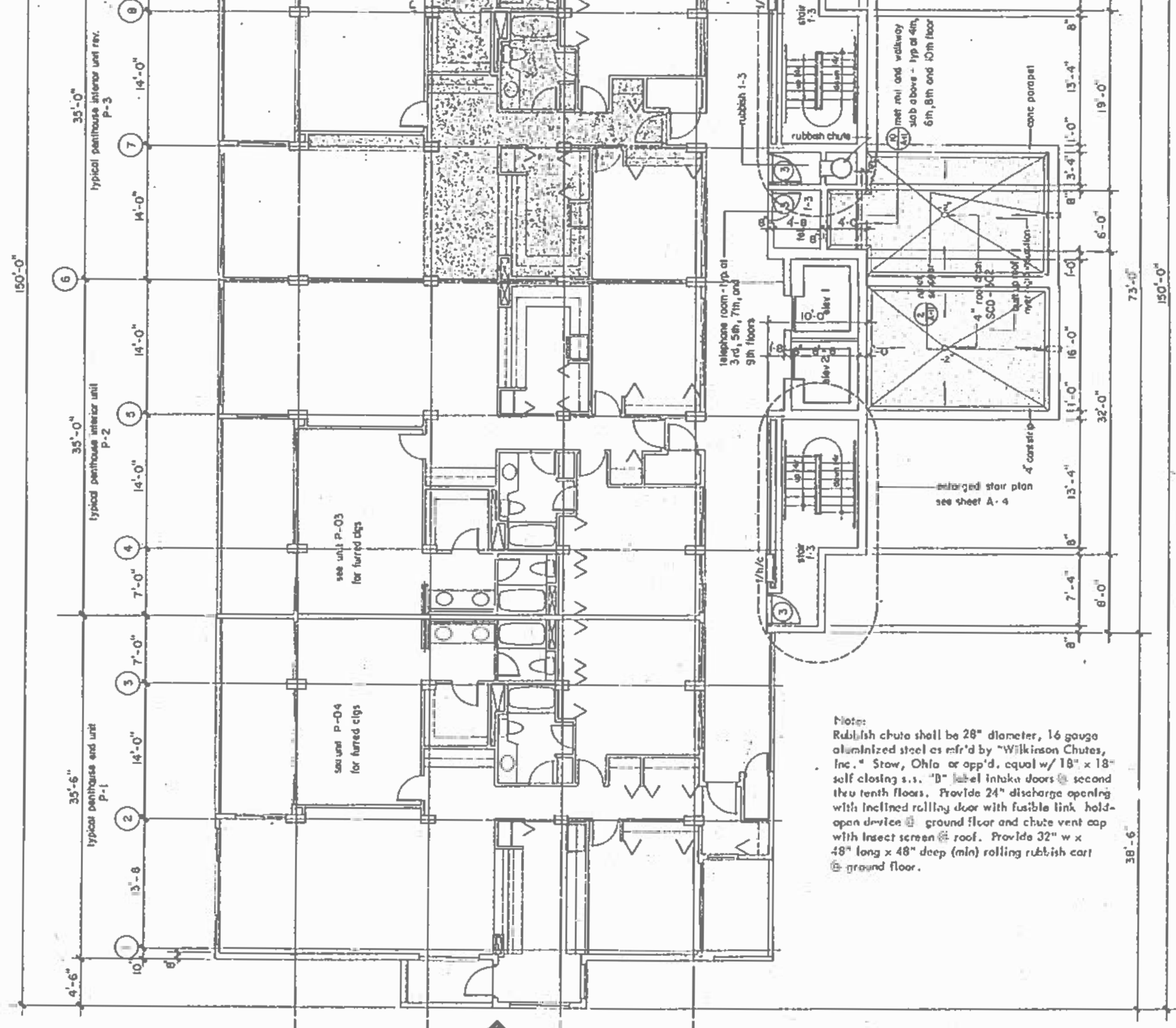
DATE	DESCRIPTION	REV.

shoreham towers
crescent beach section
north myrtle beach, south carolina

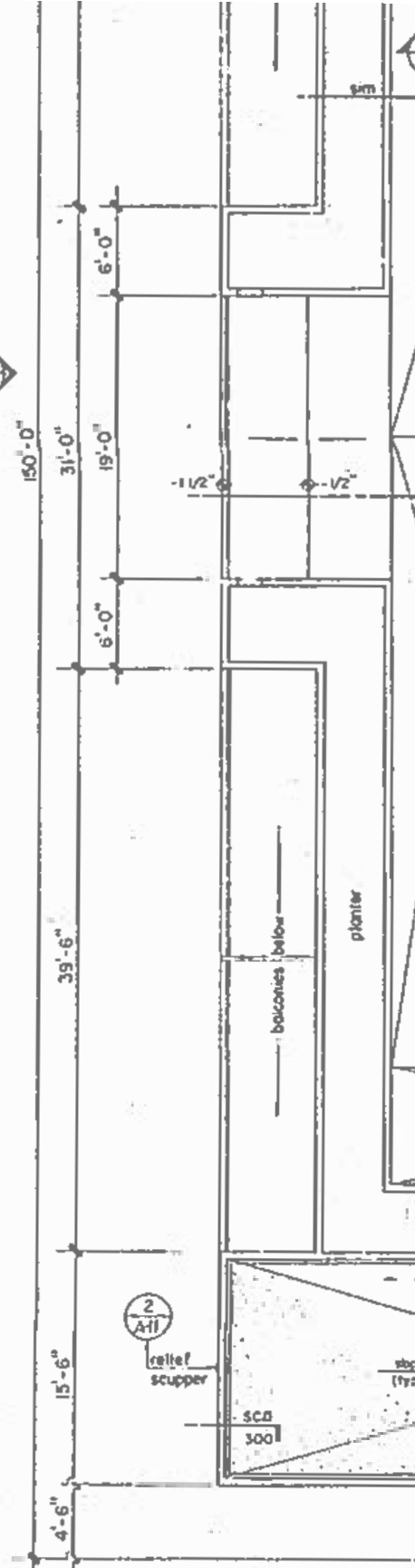
DRAWING NUMBER
6
JOB NUMBER

RELEASED FOR CONSTRUCTION 2.15.81

ROA 01175

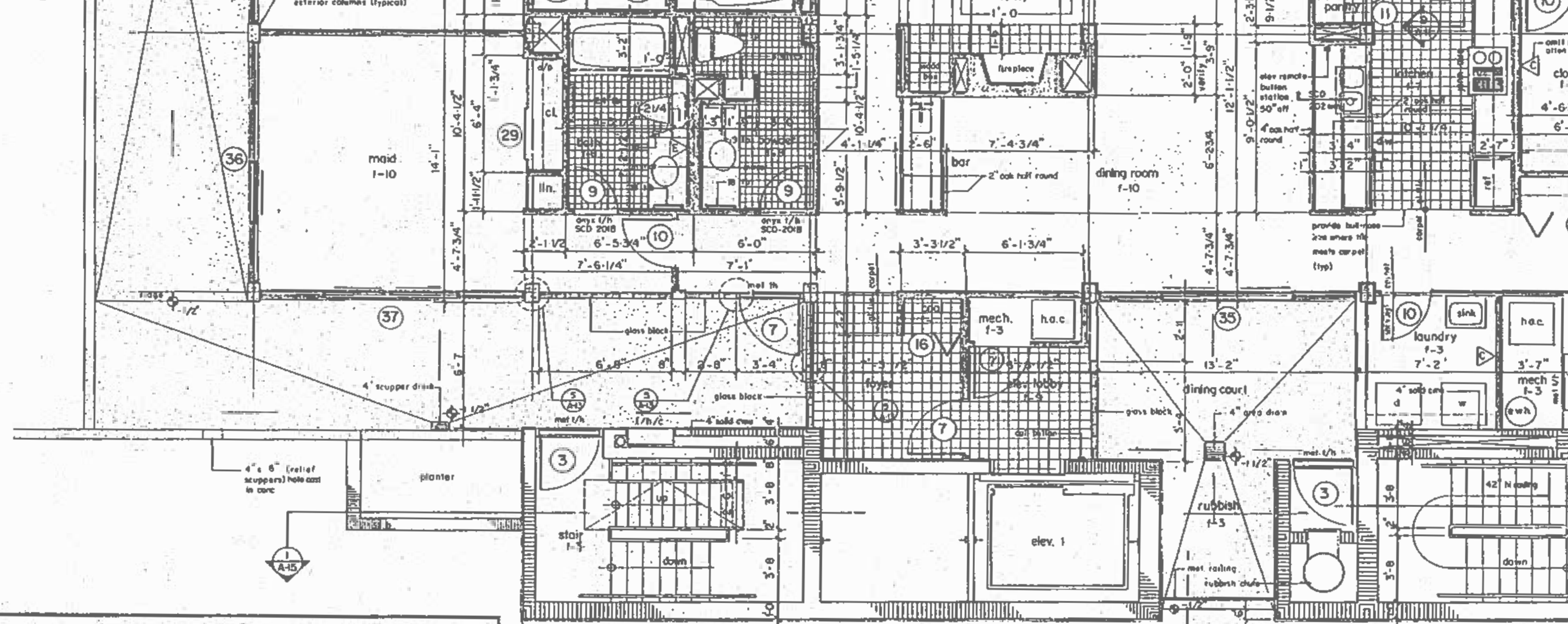


ninth floor plan (penthouse floor) : 1/8" = 1'-0"
(for enlarged interior and end units see sheet A-4)



tenth floor plan
(for enlarged unit plan see





enlarged rooftop penthouse floor plan : 1/4" = 1'-0"

see $\frac{1}{4}$ for cabinet elevations

room finish schedule.

mark	floor	base	walls	ceiling	remarks *
f-1	glazed tile	glazed tile	gwb (ptd)	2 x 2 acoust tile lay-in (ptd)	provide glazed tile on walls where indicated on plans
f-2	glazed tile	1/2" x 3/4" trim (stain)*	gwb (ptd)	2 x 2 acoust tile lay-in (ptd)	provide glazed tile base at men and women toilets
f-3	conc with sealer/hardener	none	gwb or cmu (ptd)	exposed structure	
f-4	glazed tile	1/2" x 3/4" trim (stain)	gwb (ptd)	conc or gwb (tex spray ptd)	
f-5	sheet vinyl *	1/2" x 3/4" trim (stain)	vwc on gwb	conc or gwb (tex spray ptd)	glazed tile (bid alter)
f-6	sheet vinyl *	1/2" x 3/4" trim (stain)*	vwc on gwb	conc or gwb (tex spray ptd)	ceramic tile (bid alter) marble t/h at dss (bid alter)
f-7	glazed tile	1/2" x 3/4" trim (stain)	vwc on gwb	conc or gwb (tex spray ptd)	
f-8	ceramic tile	ceramic tile	vwc on gwb	conc or gwb (tex spray ptd)	
f-9	glazed tile	glazed tile	gwb (ptd)	conc or gwb (tex spray ptd)	
f-10	carpet	none	gwb (ptd)	conc or gwb (tex spray ptd)	
f-11	carpet	none	vwc on gwb	conc or gwb (tex spray ptd)	
f-12	ceramic tile	none	1/2" simul. onyx lam to gwb	gwb (tex sprayed)	

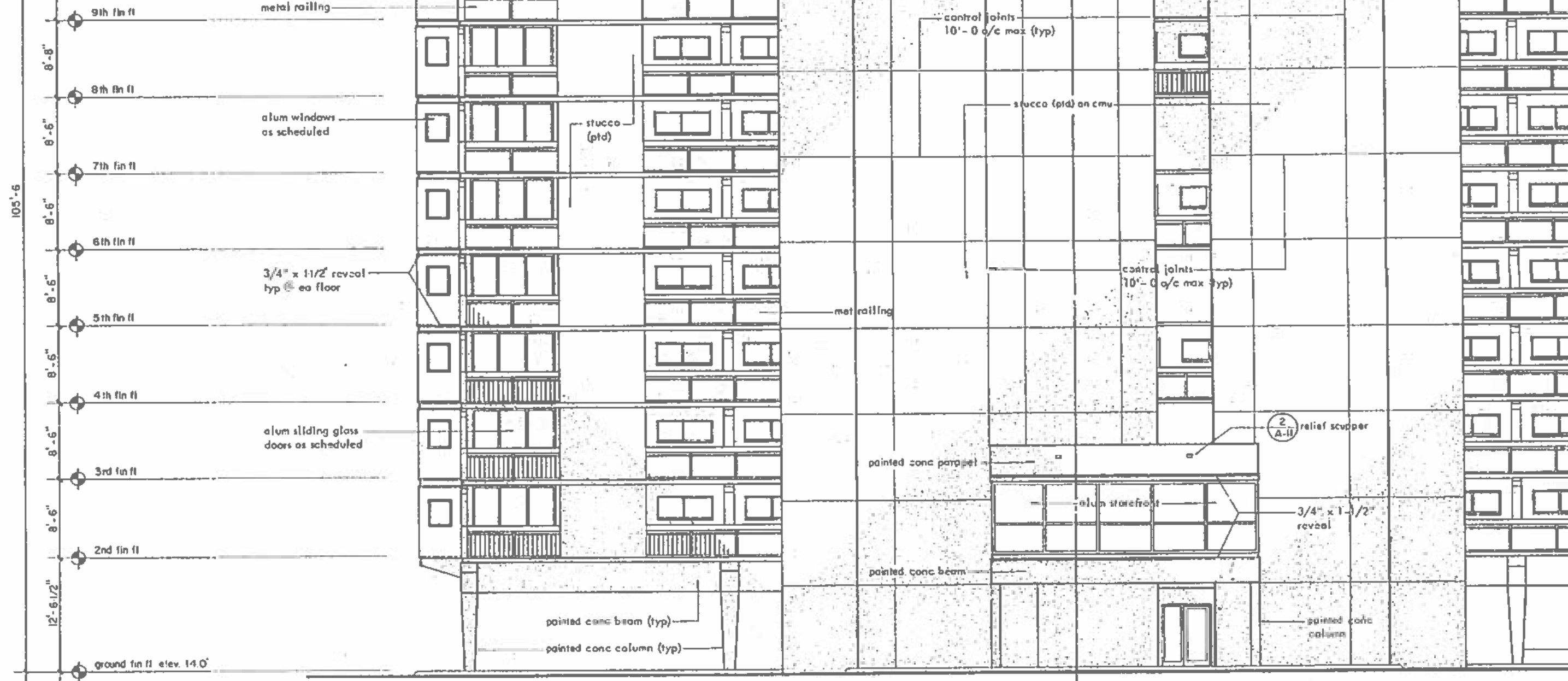
legend

- a/p denotes 16" sq metal access panel mounted 24" off
- m.c. denotes medicine cabinet
- s. rod denotes shower rod
- t/h denotes threshold
- t.p. denotes toilet paper holder
- t.b. denotes towel bar
- denotes operable door or window
- sliding panel direction

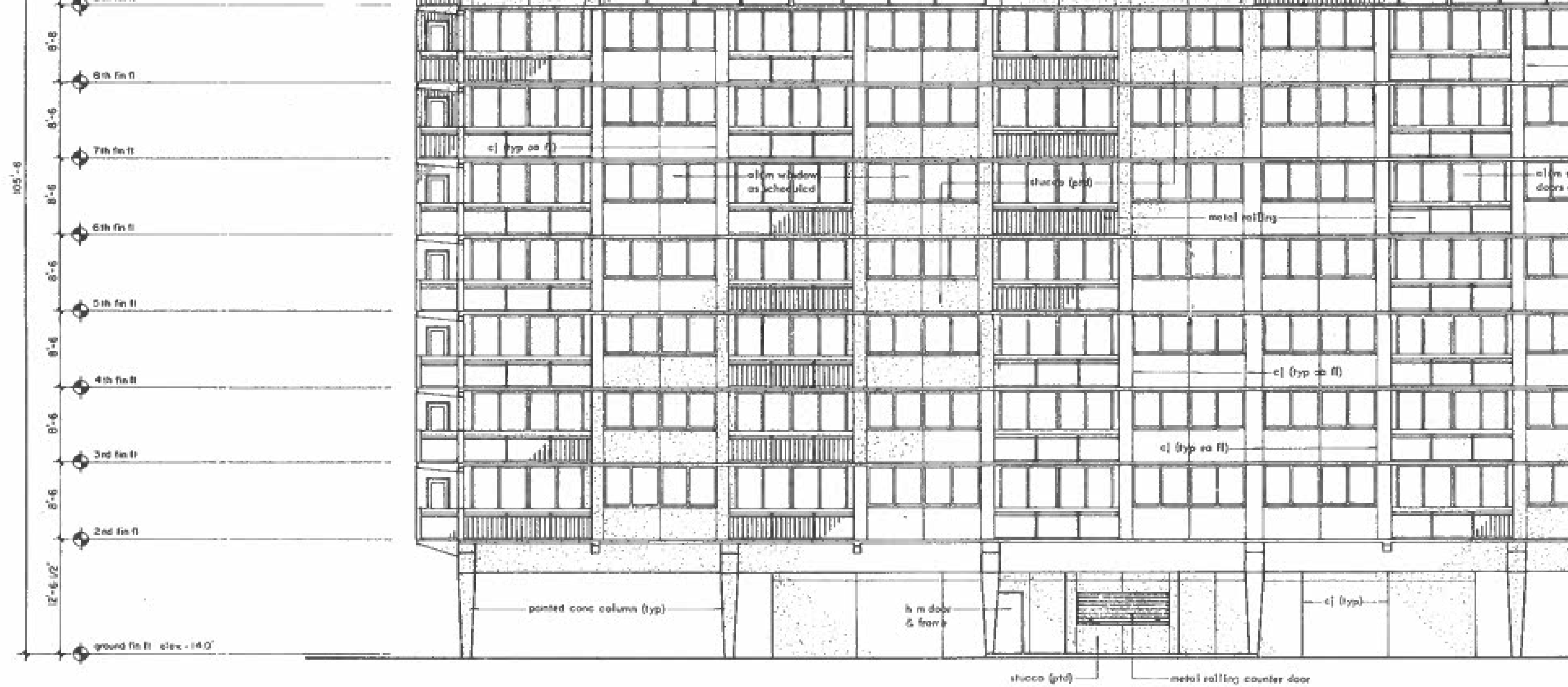
Note: all exterior stud partitions are dimensioned to the face of sheathing.
all interior stud partitions are dimensioned to the centerline of stud.



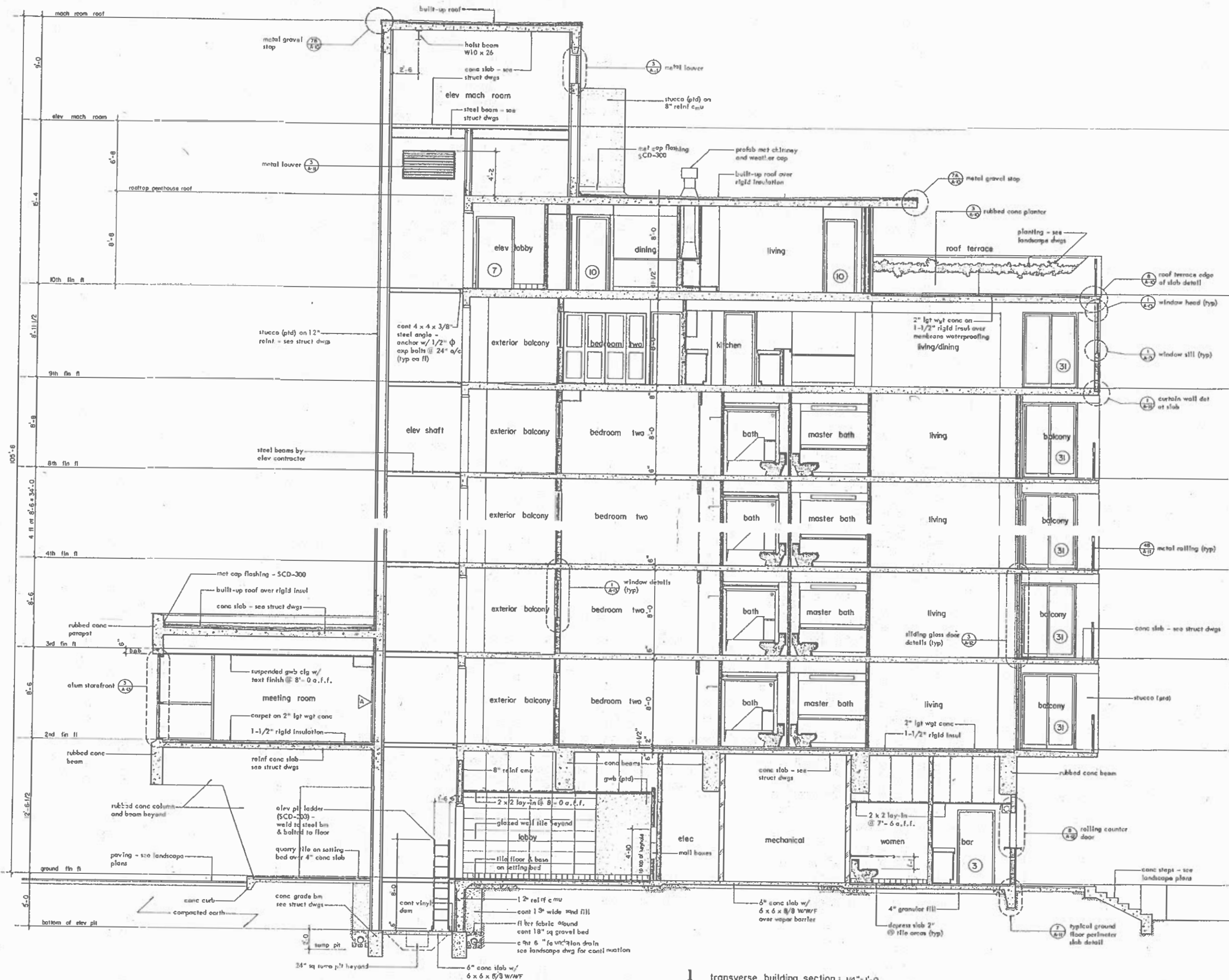
1 left side (northeast) elevation: 178'-1'-0"
(right side reverse, similar)



1 front (northwest) elevation: 1/8"=1'-0"

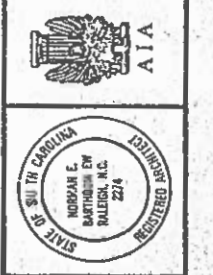


1 rear (southeast) elevation: 1/8"=1'-0"



1 transverse building section: 1/4"=1'-0"

BARTHOLOMEW ASSOCIATES, INC.
ARCHITECTS
SUITE 230 - 3700 COMPUTER DRIVE
RALEIGH, NORTH CAROLINA 27609
TELEPHONE 919 787 3921



DRAWING RELEASE & REVISIONS	
DATE	DESCRIPTION

shoreham towers
crescent beach section
north myrtle beach, south carolina

DRAWING NUMBER
13

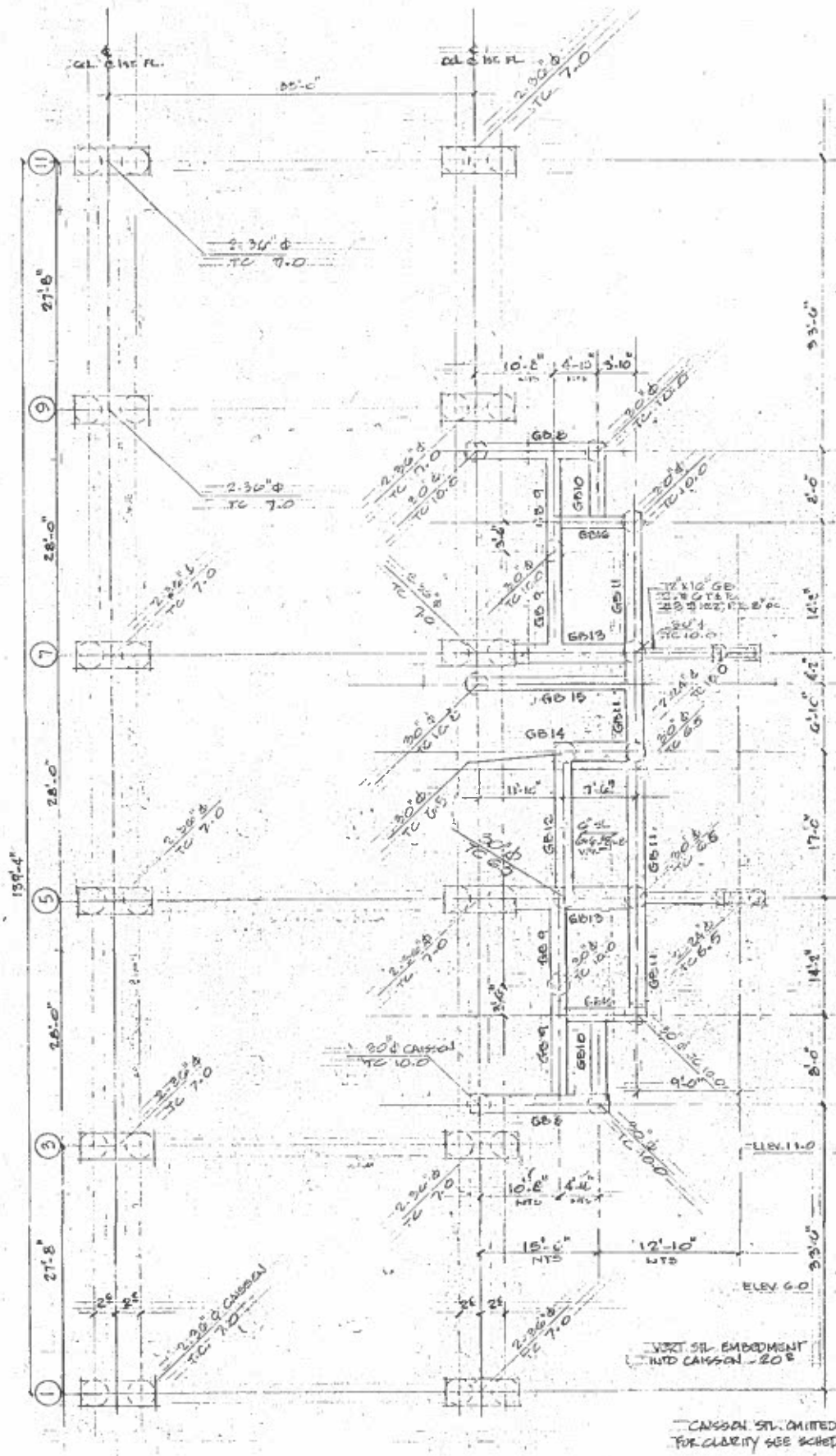
JOB NUMBER

ROA 01182

RELEASED FOR CONSTRUCTION 12-15-81

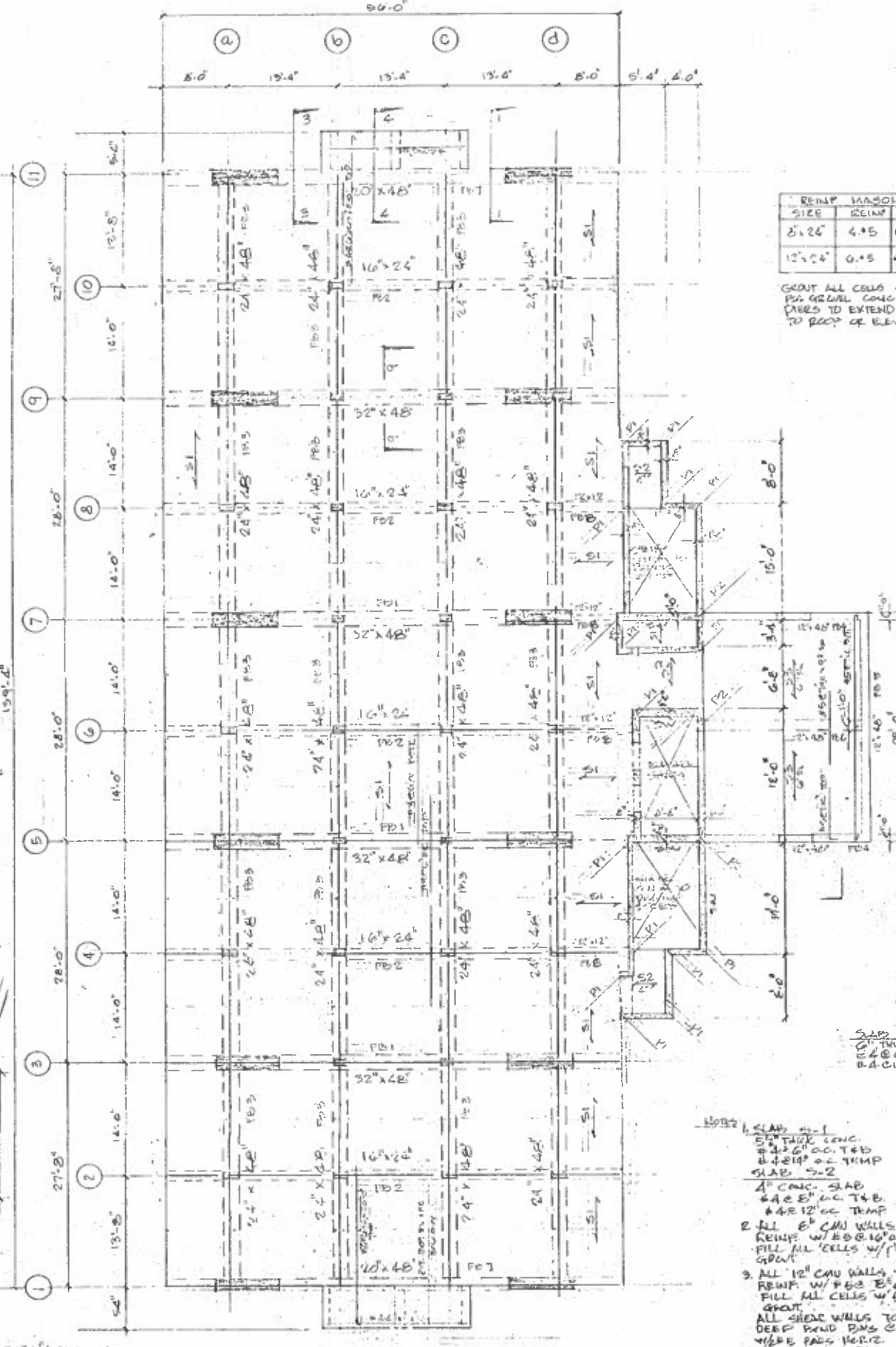
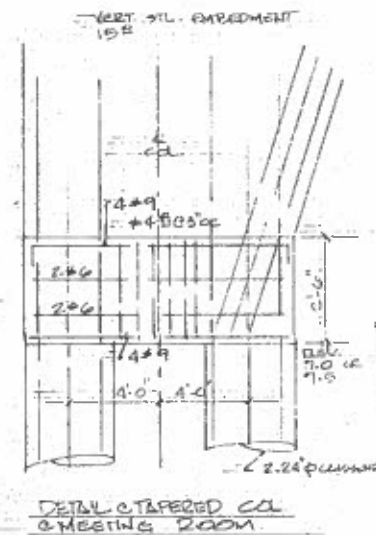
APP 001197

8.20.81



PLAN	VERT. REINFT	TIES
24"	4#6 @ 12"	16 @ 12" O.C.
30"	4#8 @ 12"	16 @ 12" O.C.
36"	4#9 @ 12"	16 @ 12" O.C.

CAISSON REINFT SCHEDULE



REINFT MASONRY FILLS			
SIZE	REINFT	TIES	MASS
24" x 24"	4#5	16 @ 12" O.C.	F1
12" x 24"	4#5	16 @ 12" O.C.	F2

GRWT. ALL CELLS W/ #3 @ 32" O.C. PER GRA. PL. CONC. FILLS TO EXTEND FROM FOUNDATION TO ROOF OR ELEV. MATCH 2F.

BARTHOLOMEW ASSOCIATES
ARCHITECTS



SUITE 250 - 3700 COMPUTER DRIVE
RALEIGH, NORTH CAROLINA 27609

ROA 01183

APP 001198

DATE	DESCRIPTION	REV.

shoreham towers
crescent beach section
north myrtle beach, south carolina

DRAWING NUMBER
14
JOB NUMBER

RELEASED FOR CONSTRUCTION 12.12.81



A certified true copy, attest

Marion D. Foxworth, III
Marion D. Foxworth, III
Registrar

(B)

D.B. 1792
Pl. 114

608853

JAMES C. HARRISON, JR.
P. O. DRAWER 12589
COLUMBIA, SC 29211

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
FILED
HORRY COUNTY
TITLE TO REAL ESTATE
(LIMITED WARRANTY)
JAN 30 AM 9:35

607-15
256

KNOW ALL MEN BY THESE PRESENTS, that National Bank of South Carolina as Trustee of Trust B, under Agreement with Robert P. Griffin dated January 6, 1994, and as Trustee of the Trust Agreement dated January 6, 1994, (hereinafter whether singular or plural the "Grantor"), in the State aforesaid, for and in consideration of the sum of Two Hundred Thirty-Three Thousand Five Hundred and no/100 (\$233,500.00) Dollars, to it in hand paid at and before the sealing of these presents, by Robert Marshall Griffin and Caroline Sherman Griffin, (hereinafter whether singular or plural the "Grantee"), in the State aforesaid, (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the said

Robert Marshall Griffin and Caroline Sherman Griffin, their heirs and assigns, the following described property:

Dwelling designated as "Rooftop Penthouse" of Shoreham Towers, a horizontal property regime established by Master Deed dated June 17, 1983, and recorded in Deed Book 802, Pages 305 through 360, records of Horry County, and all exhibits thereto.

This is the same property conveyed by Deed of Distribution filed in the matter of the Estate of Robert P. Griffin, Richland County Case Number 94ES40030245 to National Bank of South Carolina, as Trustee of Trust B under Agreement with Robert P. Griffin dated January 6, 1994, filed in Probate Court for Richland County February 10, 1995, and filed in the RMC Office for Horry County on 3/2/95 in Book 178 at Page 229.

HORRY COUNTY ASSESSOR
TMS: 156-04-36-083 3/2/95

Client's Address: 1010 Henderson Street
Columbia, S.C. 29201

Subject to all of the provisions of the Master Deed dated June 17, 1983, and recorded in Deed Book 802 at Pages 305 through 360, records of Horry County, and all Exhibits and amendments thereto.

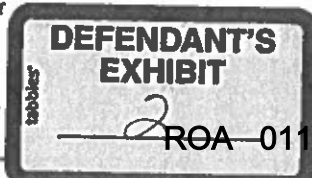
Together with all of the appurtenances thereto according to said Master Deed and Exhibits thereto and amendments thereto, and the Grantees assume and agree to observe and perform their obligations under said Master Deed and Exhibits thereto and amendments thereto, including, but not limited to, payment of assessments for the maintenances and operation of the dwelling and condominium.

35.25 And subject to the provision of the By-Laws and Articles of Incorporation of Shoreham Towers Homeowners Association, Inc., and Horry County Transfer

I Certify \$ Fee has been paid on this instrument.

Bobby V. Skipper

Registrar of Mesne Conveyance
Horry County, SC



BOOK 1792 PAGE 114

ROA-01184

APP 001199

114



A certified true copy, attest

Marion D. Foxworth, III

Marion D. Foxworth, III
Registrar

to all other reservations and restrictions of record, easements, zoning ordinances, and rights-of-way of record, including those as set out on the recorded map.

OCEANFRONT PROPERTY DISCLOSURE STATEMENT

Pursuant to S.C. Code Ann. Section 48-39-330(1993 Supp.), as amended, the Grantor discloses to the Grantee that the property or a portion thereof is or may be subject to statutory regulation imposed by The South Carolina Coastal Zone Act of 1977, S.C. Code Ann. Sections 48-39-10 et seq. (1993 Supp.), as amended by the South Carolina Beach Management Act, S.C. Code Ann. Sections 48-39-270 et seq. (1993 Supp.), hereinafter collectively called "the Acts"). The Acts involve, and may subject the property to, the creation and existence of interim and final baselines, setback lines, the velocity zone and an erosion rate, all as is more fully defined in the Acts. Part or all of the property is or may be located seaward of the setback line, the minimum setback line or interim baseline, and has an erosion rate, all as determined by the South Carolina Coastal Council on July 31, 1991. All or part of the property is or may be within the velocity zone as determined by the Federal Emergency Management Agency. The Acts may also restrict the Grantees' rights to build, repair or rebuild structures on the property. No structure may be constructed seaward of the setback line without a permit issued by the South Carolina Coastal Council. Pursuant to the Acts, the locations of the baselines and interim and final setback lines are subject to change. The methodology utilized in determining the exact location of the setback lines and baselines on the property and the current applicable erosion rate may be obtained from the South Carolina Coastal Council. The methodology described above must be utilized in a case-by-case, property-by-property manner in order of an exact, surveyed determination to be made of the location of the baselines and setback lines. The Grantor makes no representation to the Grantee concerning the location of such baselines, setback lines, or the velocity zone, the effect of such regulation on the property, or the accuracy of the foregoing disclosure.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, Grantee's heirs and assigns forever.

AND the said Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's heirs and assigns, against Grantor and Grantor's successors and assigns only.

127325



STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
MAR 30 '95
P.D. 11316
607.10

BOOK 1792 PAGE 115

ROA 01185

APP 001200



A certified true copy, attest

Marion D. Foxworth, III
Marion D. Foxworth, III
Registrar

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 10th day of March, 1995.

Signed, Sealed and Delivered
in the Presence of:

NATIONAL BANK OF SOUTH
CAROLINA, AS TRUSTEE OF
TRUST B UNDER
AGREEMENT WITH ROBERT P.
GRIFFIN DATED JANUARY 6, 1994
AND AS TRUSTEE OF THE TRUST
AGREEMENT DATED JANUARY 6, 1994,

[Signature]
[Signature]

By: *M. Truman Fallow*
It's: *Vice President*

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who, on oath, says that (s)he saw the within named National Bank of South Carolina as Trustee of Trust B under Agreement with Robert P. Griffin dated January 6, 1994, and as Trustee of the Trust Agreement dated January 6, 1994, by M. TRUMAN FALLOW its VICE PRESIDENT sign the within Title to Real Estate (Limited Warranty) and, as Grantor's act and deed, deliver the within-written Title to Real Estate (Limited Warranty) for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this
10th day of March, 1995.

[Signature]
Notary Public for South Carolina
My Commission Expires: 9/18/03

0 2 2 7 8 0
HORRY
COUNTY



STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
MAR 30 '95
P. 3. 50835
256.85

BOOK 1792 PAGE 116

ROA 01186

APP 001201

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
COMMON PLEAS COURT

JUDGMENT IN A CIVIL CASE
CASE NO. 1997-CP-26-00897

MARSHALL GRIFFIN
ET AL
PLAINTIFF (S)

SHOREHAM TOWERS HOMEOWNERS ASSOCIATION IN
DEFENDANT (S)

- ☐ JURY VERDICT. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.
- ☐ DECISION BY COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision has been rendered.
- ☒ ACTION DISMISSED: ☐ Rule 12(b), SCRPC ☐ Rule 41(a), SCRPC (Vol. Nonsuit), ☒ Rule 43(k), SCRPC (Settled)
☐ Other, _____
- ☐ ACTION STRICKEN: ☐ Rule 40(j), SCRPC ☐ Bankruptcy
☐ Other, _____

IT IS SO ORDERED AND ADJUDGED: ☐ Statement of Judgment by the Court
Judgment Entered Roll #

Date at Conway, South Carolina, this 23 day of AUGUST, 1999.

J STANTON CROSS JR
PRESIDING JUDGE

This judgment was entered on the 23 day of AUGUST, 1999, and a copy mailed first class this 23 day of AUGUST, 1999, to attorneys of record or to parties (when appearing PRO SE as follows:)

JAMES C HARRISON JR

LUTHER O MCCUTCHEN

Attorney(s) for Plaintiff (s)

Attorney(s) for Defendant (s)

DEFENDANT'S
EXHIBIT

13

AP
20

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

IN THE CIRCUIT COURT

Marshall Griffin,

Plaintiff,

vs.

Shoreham Towers Homeowners
Association, Inc.

Defendant.

-97-CP-26-897-

SUMMONS

(Non-Jury - Declaratory
And Injunctive Relief
Requested)

FILED
HORRY COUNTY
07 MAR 1997 AM 10:18
CLERK OF COURT

TO THE DEFENDANT ABOVE-NAMED:

me
YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint upon the subscriber, at his office, 923 Calhoun Street, Post Office Box A, Columbia, South Carolina 29250, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint in the time aforesaid, a judgment by default will be rendered against you for the relief demanded in the Complaint.

JAMES C. HARRISON, JR., P.A.

By:

James C. Harrison, Jr.
James C. Harrison, Jr., Esquire
923 Calhoun Street
Post Office Box A
Columbia, South Carolina 29250
(803) 779-2211

Columbia, South Carolina
March 18, 1997

DEFS 002861

ROA 01188

APP 001203

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) IN THE CIRCUIT COURT

Marshall Griffin,

Plaintiff,

vs.

Shoreham Towers Homeowners
Association, Inc.

Defendant.

Case No. 97-CP-

COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF

(Non-Jury - Declaratory
And Injunctive Relief
Requested)

FILED
HORRY COUNTY
97 MAR 19 AM 10:18

Plaintiff complaining of the Defendant alleges:

1. Plaintiff is the owner of the roof top Penthouse condominium residential unit of Shoreham Towers, a Horizontal Property Regime, commonly known as Shoreham Towers.

*one
act*

2. Defendant upon information and belief is a non-profit South Carolina Corporation organized for the purpose of administering Shoreham Towers located in Horry County, South Carolina.

3. Plaintiff's unit is located upon the rooftop of Shoreham Towers upon which are also located planters containing growing plants maintained by the Plaintiff. Such planters serve to provide a barrier to shield Plaintiff's unit from air conditioners serving other units, as a protective safety barrier and to enhance the aesthetics of Plaintiff's unit and the project in general.

DEFS 002862

ROA 01189

APP 001204

4. Upon information and belief the said planters, although defined as common elements in the Master Deed, are an integral part of the aesthetic design of the roof top and contain the majority of the exterior lighting of Plaintiff's unit controlled from the interior of Plaintiff's unit.

5. By correspondence dated February 28, 1997, Plaintiff was advised that Defendant intended to pour concrete slabs over the planter boxes on March 17, 1997, which deadline has now been extended to March 19, 1997.

two
acit
6. Upon information and belief the pouring of concrete slabs over the planters will cause Plaintiff irreparable harm in that a safety barrier will be reduced or eliminated thus exposing Plaintiff to liability and because Plaintiff's unit will be devalued and severely aesthetically altered.

7. Upon information and belief the Defendant has not provided adequate notice to Plaintiff before taking action which affects his property interests.

8. Upon information and belief Defendant has no adequate reason for taking action to pour concrete slabs over the planters as its own engineering report states that the condition of the base of the planters could not be ascertained and the planters have weep holes which appear to be working properly. Further Defendant has not made a reasonable investigation into

alternatives to any problem it perceives is caused by the planters and therefore such action is tantamount to being arbitrary.

9. That upon information and belief Article XIX of the Master Deed prohibits the Defendant from taking any action to alter the common elements which prejudices the rights of an owner. And further upon information and belief the Defendants intended action prejudices the rights of Plaintiff in the peaceful enjoyment of his property and to be free from actions of the Defendant which would devalue his investment and increase his risk of liability to third parties.

10. That upon information and belief the actions of Defendant as set forth hereinabove amount to bad faith and Defendant has therefore lost the protection of the business judgment rule usually afforded to a homeowners association.

11. That upon information and belief Plaintiff is entitled to a temporary restraining order without notice pursuant to Rule 65 SCRCP in that Defendants present plans to concrete over the rooftop planters will cause him immediate and irreparable injury, loss or damage.

12. That upon information and belief Plaintiff is entitled to temporary injunction for the same reasons as set forth hereinabove.

13. That upon information and belief a justiciable controversy exists between Plaintiff and Defendant as to whether Defendants actions are within the scope of its authority.

Wherefore Plaintiff prays the Court to:

(1) Issue its temporary restraining order restraining the Defendant from causing the planters on the roof top of Shoreham Towers to be filled with concrete until this matter may be heard on the merits;

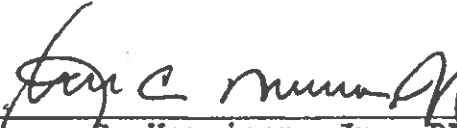
*from
act*
(2) Issue its temporary injunction restraining the Defendant from causing the planters on the roof top of Shoreham Towers to be filled with concrete until this matter may be heard on the merits;

(3) Inquire into the matter and declare the rights of the parties in this matter. And further if the Defendant is found to be without authority to take action to fill the roof planters with concrete to thereafter permanently enjoining Defendant from doing so.

(4) To award Plaintiff attorney fees and costs of this action.

(5) And for such other and further relief is deemed just and proper.

JAMES C. HARRISON, JR., P.A.


James C. Harrison, Jr., PA
Post Office Box A
Columbia, South Carolina 29250
(803) 779-2211
Attorney for Plaintiff

Columbia, South Carolina

March 18, 1997.

hvi

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

VERIFICATION

PERSONALLY appeared before me Marshall Griffin, Plaintiff in the foregoing action who, being duly sworn, deposes and says:

(a) That this Deponent has read the allegations contained in the attached pleading.

(b) That the attached pleading was prepared by the Deponent's attorney based upon information this Deponent personally furnished to said attorney.

(c) That the allegations contained in the attached pleading are true and correct, and are based upon the personal knowledge of this Deponent's information and belief and, as to those, this Deponent verily believes the same to be true.

(d) That this Deponent has authorized said attorney to file the attached pleading to present the same to the Court and secure any necessary Orders based thereon, and to secure service upon the adverse party or parties of the attached pleading and necessary process based thereon.

(e) That this Deponent understands that this verification is sworn to and given under oath.


Marshall Griffin

SWORN TO AND SUBSCRIBED BEFORE ME
this 18th day of March, 1997.


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: Dec 6, 2006

DEFS 002867

ROA 01194

APP 001209



Roger P. Roy, Jr.
Juliet M. Casper

P.O. Box 4086
North Myrtle Beach, South Carolina 29597

Phone: (843) 663-1200
Fax: (843) 663-0364

Via US Mail and Email ctackett@consolidated.net

March 19, 2019

Mr. Carter Tackett
Shoreham Towers HOA
Attn: CAMS Property Management
1016 2nd Ave N #304
North Myrtle Beach, SC 29582

Re: Roof Top Area and Owners in Good Standing.

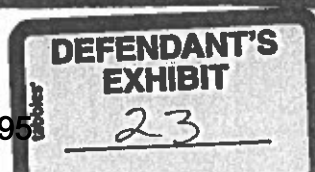
Dear Mr. Tackett:

[REDACTED]

I am very concerned that this area could be a great liable to the Association due to possible unsafe areas that would be accessible by the owners, immediate families, guests and invitees. I would encourage the Board to devise rules and regulations concerning this area as to when and how it may be used. These rules should limit the activity on the roof top.

As to the question of Owners in Good Standing, we represent approximately twenty Homeowner Associations and almost all of the Associations do not allow an owner that is not in good standing with the Association to serve on the Board of Directors. Your Master Deed and Bylaws do no place such restrictions on Owners that can serve as a Director.

[REDACTED]



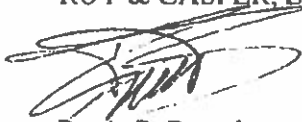
ROA 01195

DEFS 002837
APP 001210

Please let me know if you have any other questions concerning these matters.

Sincerely,

ROY & CASPER, LLC

A handwritten signature in black ink, appearing to read 'R. Roy, Jr.', with a large, sweeping flourish underneath.

Roger P. Roy, Jr.,

RPR

Cc: Anthony Giovino



MURPHY & GRANTLAND, P.A.

John M. Grantland
Direct dial 803-454-1237
jgrantland@murphygrantland.com

May 1, 2019

VIA EMAIL

Anthony Giovino
President, Board of Directors
Shoreham Towers HOA
1016 2nd Ave. N. #304
North Myrtle Beach, SC 29582

Re: Marshall Griffin – Rooftop Penthouse

Dear Mr. Giovino:

This firm represents Marshall Griffin in regard to his property interests at his 10th floor rooftop condo at the Shoreham Towers. As you may know, Mr. Griffin and his family have owned the rooftop condo since his uncle developed and built this property in 1983. Since 1983, Mr. Griffin has had exclusive access to the entire rooftop area outside the condo. This area has never been a common area to be used by other guests except for use by authorized maintenance personnel.

It is my understanding that the Board is meeting soon to determine whether the 10th floor rooftop terrace can be considered a common area for all guests to use. Please be advised that any efforts on the part of the Board to restrict Mr. Griffin's access or allow the area to become a common area would be a conversion and a trespass. If such action by the board occurs, I will seek an immediate injunction and file a lawsuit for trespass and conversion. Mr. Griffin has had 35 years of exclusive access to the rooftop terrace except for access by authorized maintenance personnel. Mr. Griffin has been an outstanding steward of this area. He pays for the electricity for the planter lights; the plants themselves, the landscaping and the irrigation system. He has also paid for the turtle-tile that has protected and extended the life of the roof membrane. In short, the rooftop area is very much a part of Mr. Griffin's rooftop condo and should remain restricted to authorized maintenance personnel only.

Please let me know if you have any questions. Any attempt by this Board to change Mr. Griffin's use of the rooftop terrace or turn it into a common area will be in violation of South Carolina law. I will not hesitate to file an injunction and lawsuit to protect Mr. Griffin's interests.

Thank you for your attention to this matter.

Yours truly,

John M. Grantland

JMG/rld

cc: Bill West, Carter Tackett, Marshall Griffin, Richard Aquino, Roger Roy





MURPHY & GRANTLAND, P.A.

John M. Grantland
Direct dial 803-454-1237
jgrantland@murphygrantland.com

May 31, 2019

VIA EMAIL

Roger P. Roy, Jr., Esquire
Roger P. Roy, Jr., PA
PO Box 4086
North Myrtle Beach, SC 29597
rroy@rclawonline.com

Re: Marshall Griffin
Our File No.: 1950-0220

Dear Roger:

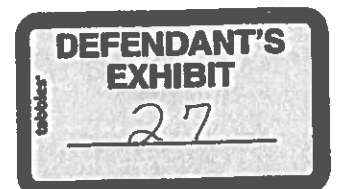
I recently met with Marshall Griffin, and we reviewed the "Rooftop Terrace Rules and Regulations final draft of 5/25/19." We have some serious concerns about the proposed rules, and Marshall and I have prepared the enclosed "Rooftop Penthouse – Tenth Floor Roof Rules" for the Board's review. We would like to discuss the proposed "final draft of 5/25/19" and our proposal with you at your earliest convenience.

Once you have had an opportunity to review our proposal, please call me. I look forward to talking to you soon.

Yours truly,

John M. Grantland

JMG/rld
Enclosure
cc: Marshall Griffin (via email)



Rooftop Penthouse – Tenth Floor Roof Rules

1. The rooftop terrace surrounding the RTPH is a roof element. Any future remodeling, including any roof membrane floor coverings or coatings, of this area must be approved by the BOD. RTPH owner is responsible for maintaining the integrity of roof membrane under roof terrace coverings.
2. The area shown on drawing number 9 designated as “Dining Court” is accessed from within the RTPH. Also, the RTPH owner is responsible for maintaining the integrity of the roof membrane, under roof covering. the floor which is also the roof for the unit below. This area and the adjacent walls which are exterior walls of the building are common elements and are under the control of the Board of Directors and are not to be changed without the consent of the Board.
3. The Rooftop Penthouse – 10th floor stairwell doors (North and South only) shall be keyed alike per Fire Marshal “All occupants shall exit the building via the stairwells to the ground floor.”.
4. The 10th floor elevator key access via the south elevator is for the RTPH owner only, and if there are any elevator costs to maintain that key switch, the RTPH owner shall be responsible for those costs.
5. All roof areas have restricted access, to all roofs, “Access by Authorized Personnel Only” *see separate HVAC Roof Unit Access locations
6. Prior Board discussion about the plants to be placed in the common element planters resulted in a drawing of the terms and conditions of the plants to be planted in the planters and this can remain in place. If any violation of the terms of that drawing occur, the Board can then dictate appropriate action. RTPH owner is responsible for maintaining the integrity of the roof membrane/liner in all roof planters.
7. The current rooftop lighting is controlled from the RTPH and has been since the opening of the building and this should continue and the payment for the electric and the maintenance of the fixtures shall rest with the RTPH owner including the weather proofing of the fixtures.
8. The current rooftop irrigation system is controlled from the RTPH and has been since the opening of the building and this should continue. RTPH owner is responsible for maintenance of rooftop irrigation system.

9. RTPH owner is responsible for not allowing any negligent activity to cause damage to the following tenth floor roof areas: Terrace, Planters, and Dining Court

THOMPSON ROOFING INC.
P.O. Box 794
N. Myrtle Beach, SC 29597
Phone 843-399-0295 - Fax 843-399-3420

Date: May 13, 2019

To: Shoreham Towers Board of Directors

From: Quinn Thompson

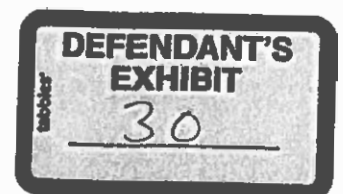
Subject: Shoreham Towers 1

Members of the Board

1. Thompson Roofing does NOT recommend reinstallation of the existing turtle tile because there is no evidence that the turtle tile has any effect on the longevity of the roof membrane and for it not to be detrimental to the sealant I am providing it would have to be picked up and cleaned under at least quarterly. Not something I would recommend. Instead we are recommending the installation of a walkway material demonstrated on Saturday May 4th when the gray mat was preferred by all present i.e. Tony, Carter, and RT female occupant, and me. After the contract sealant is applied and has time to dry and harden, the walking material will be installed six (6') feet wide leaving a approximately a one foot border where the sealant will show on each side except for the "bump out" area which will be completely covered by walking mat.
2. The existing heavy wooden furniture should be removed from the roof top and should not be permitted to be placed on the walking mat on top of the sealant. The weight of this furniture and the legs of the furniture are detrimental to the roof sealant and walkway material.
3. The sealant once hardened and set can be painted any color the BOD would prefer. It will be installed as white.

Sincerely,

Quinn Thompson



ROA 01201

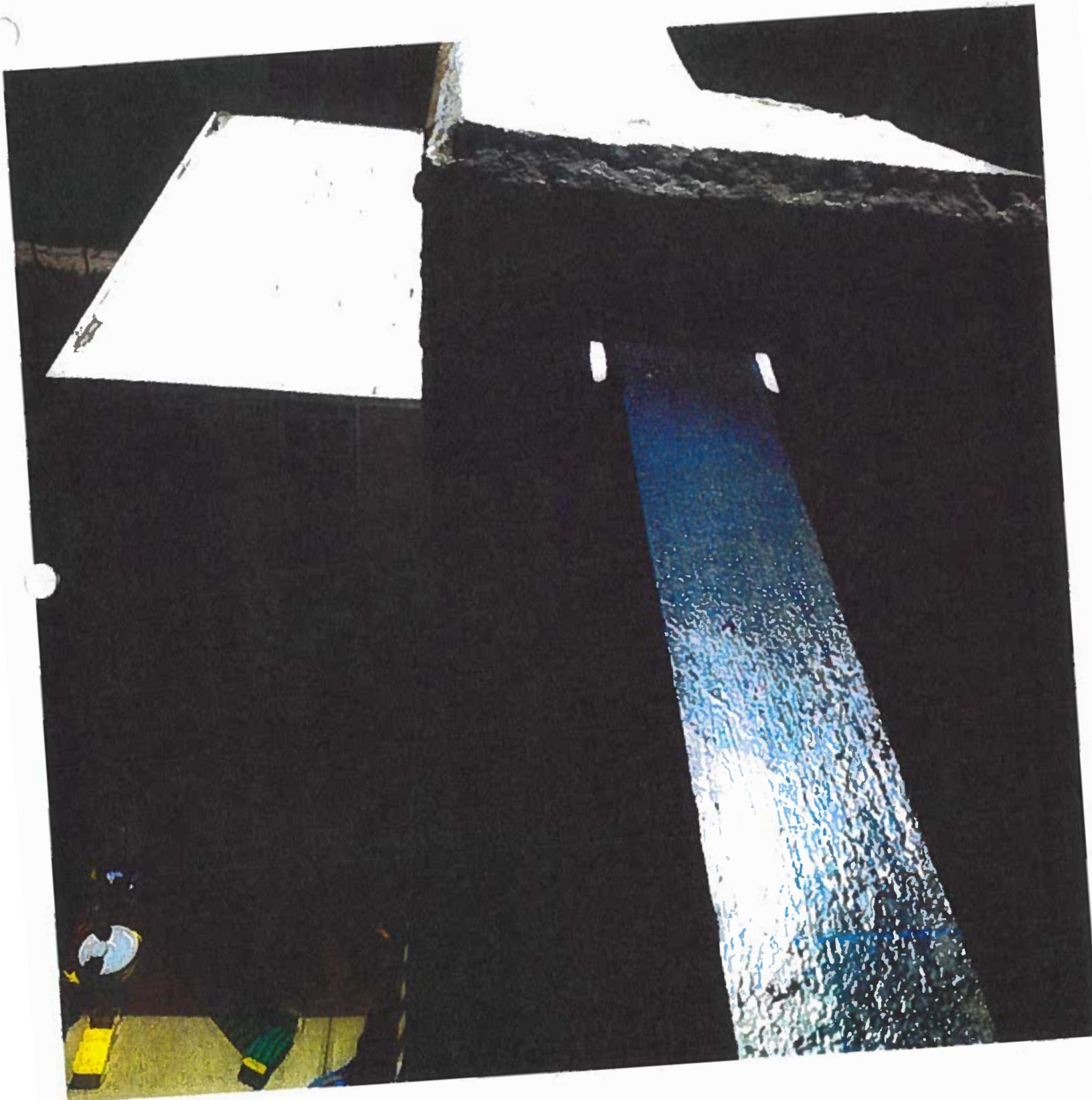
APP 001216
OFFS 000762



ROA 01202

DEFS 000659

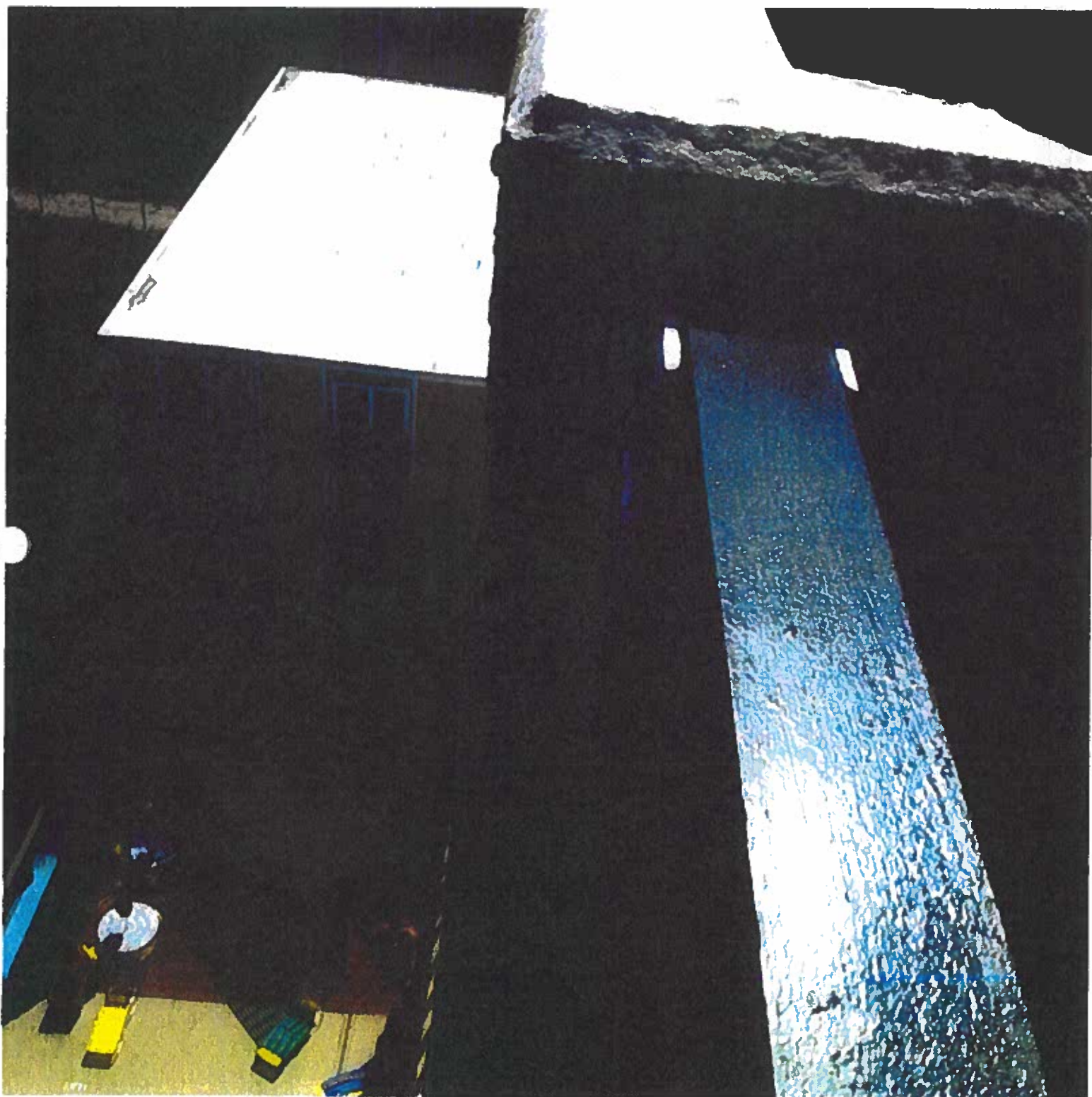
APP 001217



ROA 01203

DEFS 000664

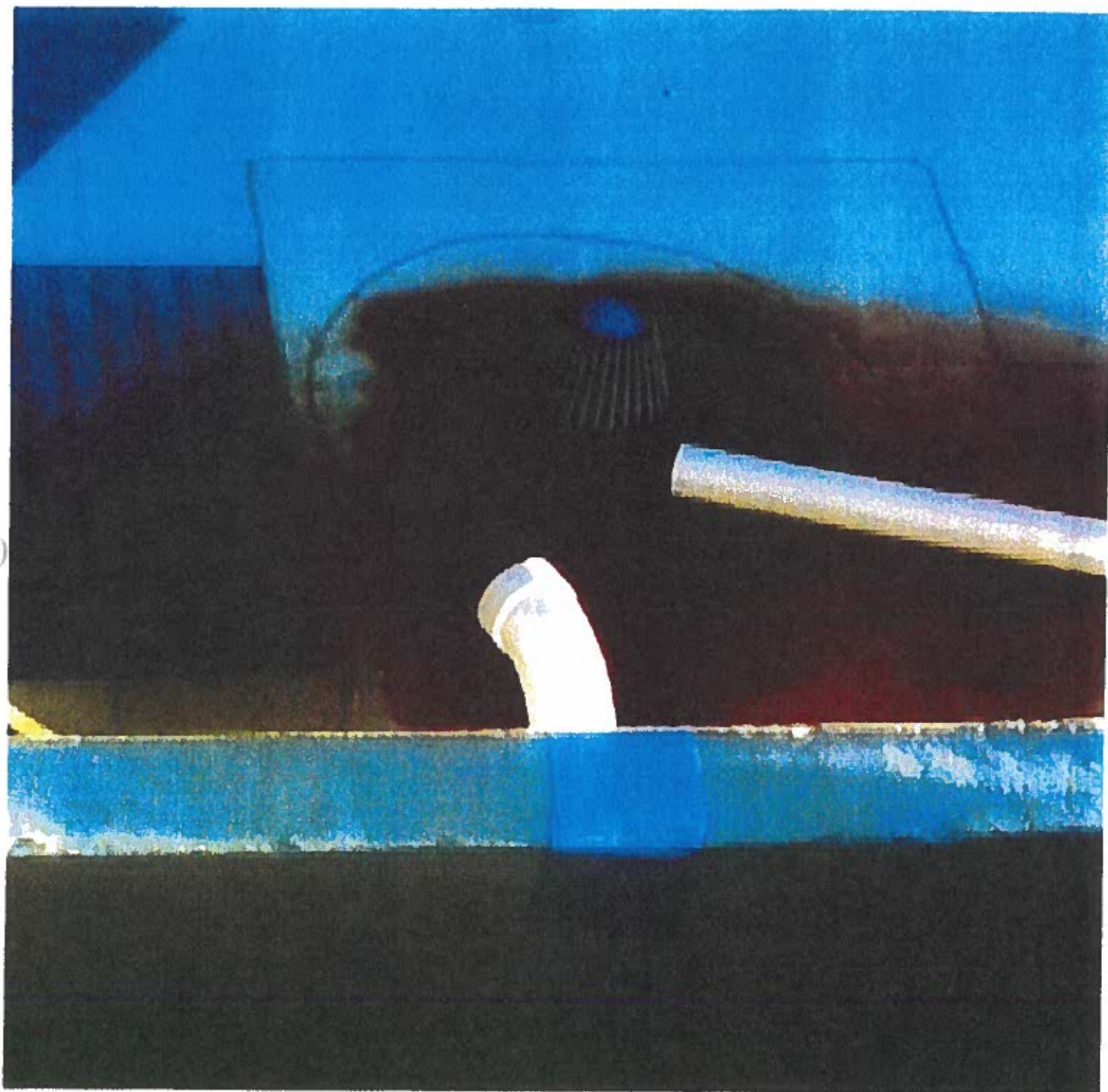
APP 001218



DEFS 000665

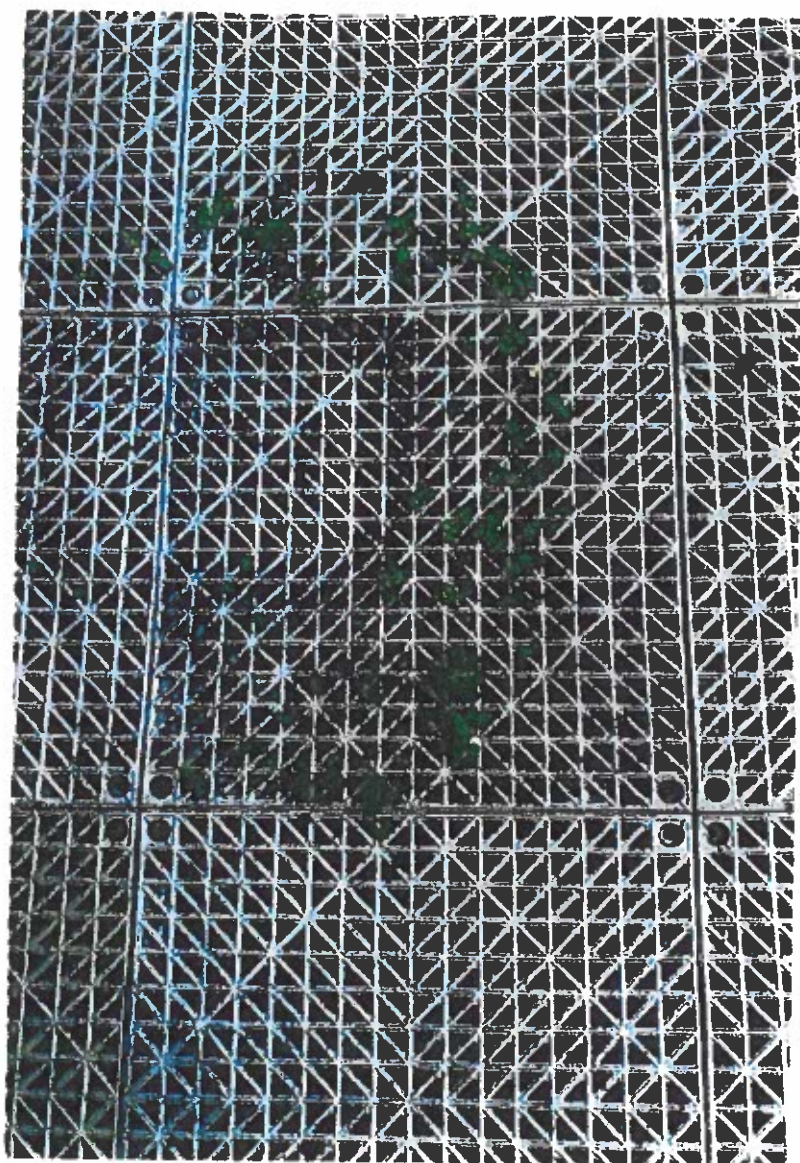
ROA 01204

APP 001219



ROA 01205

APP 001220
DEFS 000133





ROA 01207

APP 001222
DEFS 000139



ROA 01208

APP 001223
DEFS 000141



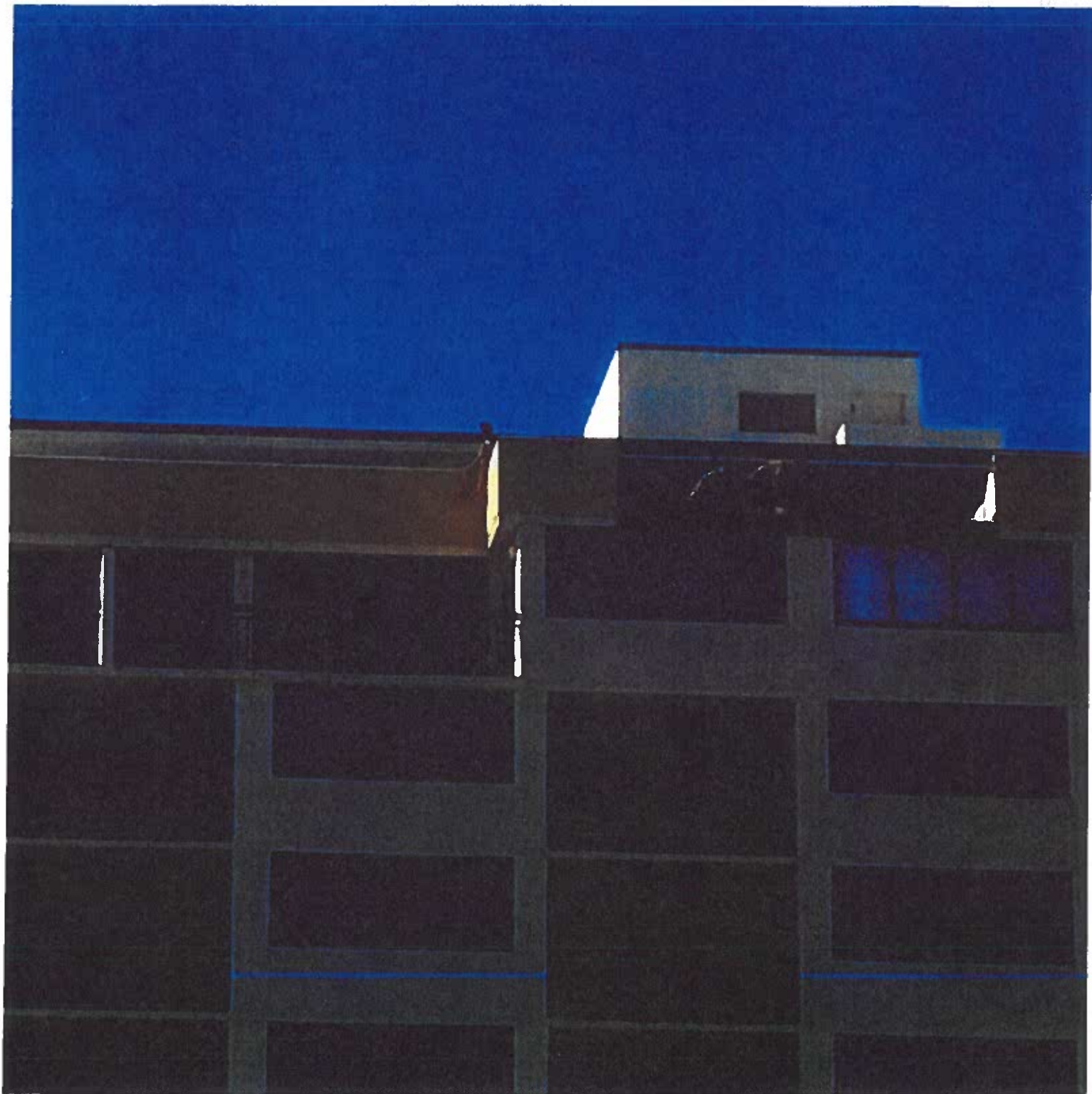
ROA 01209

APP 001224
DEFS 000142



ROA 01210

APP 001225
DEFS 000143



ROA 01211

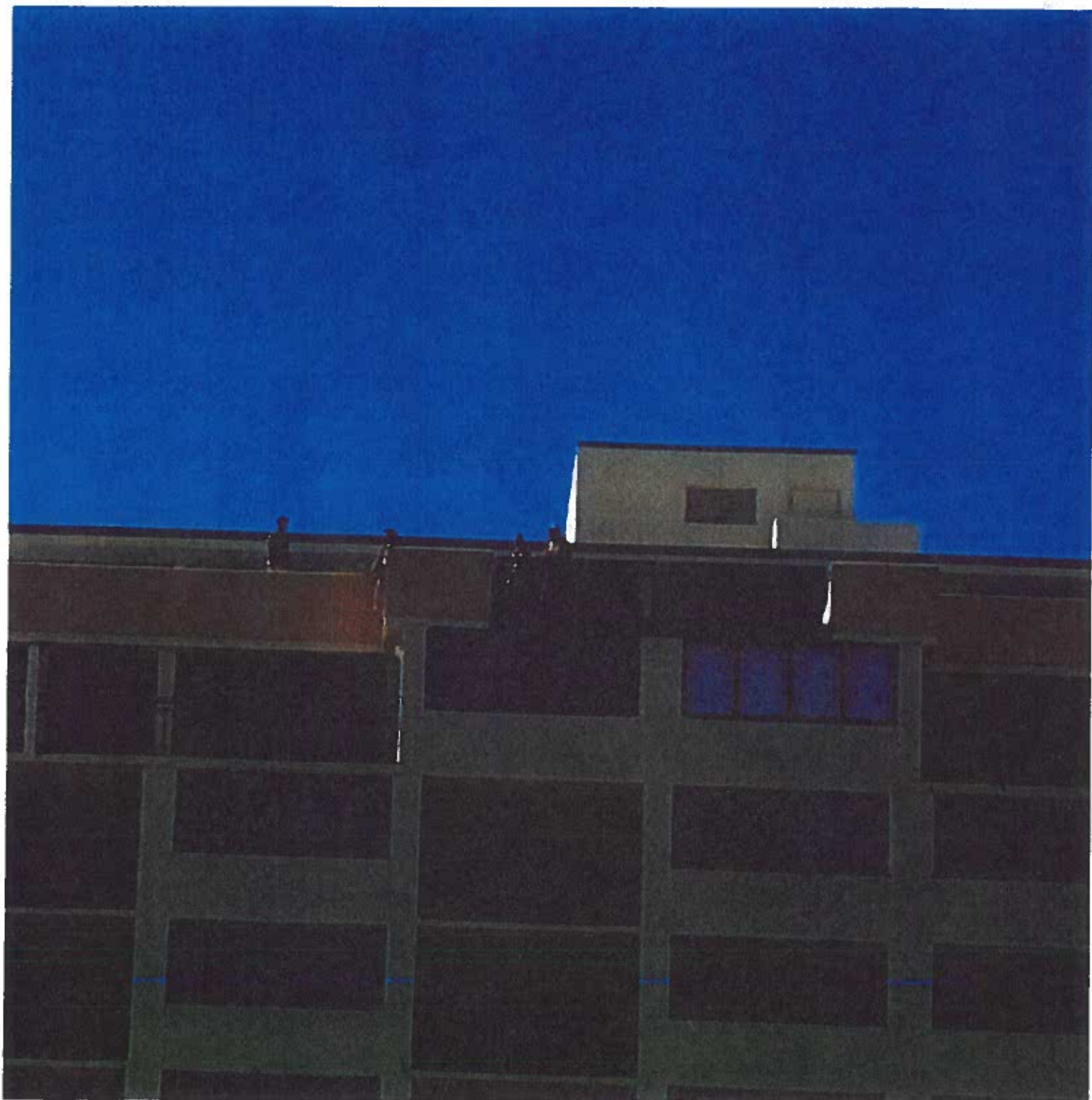


DEFS 000709
APP 001226



ROA 01212

DEFS 000710
APP 001227



ROA 01213

DEFS 000711
APP 001228



ROA 01214

APP 001229



ROA 01215

DEFS 000713
APP 001230



DEFENDANT'S
EXHIBIT
36

ROA 01216

DEFS 000676

APP 001231



ROA 01217

DEFS 000677

APP 001232



ROA 01218

DEFS 000678
APP 001233



ROA 01219

DEFS 000679

APP 001234

10/16/2019

Violations of the Master Deed and By-laws of Shoreham Towers

From: richardaquino <richardaquino@aol.com>

To: tgiovino <tgiovino@gmail.com>; bill.west <bill.west@duke-energy.com>; marshall.griffin <marshall.griffin@icloud.com>; clackett <clackett@consolidated.net>; richardaquino <richardaquino@aol.com>

Cc: mrsull6330 <mrsull6330@gmail.com>

Subject: Violations of the Master Deed and By-laws of Shoreham Towers

Date: Wed, Jan 23, 2019 7:28 pm

This is the revised email that has changes to wording based on the BOD 1/19/2019 meeting and removes Item 6. I talked with my youngest daughter. She and my son use to visit with Bobby and take him his Meals on Wheels box. She remembers the South elevator requiring a key and that Bobby would send them the elevator or they would use their lobby keys and go up via the stairwell.

Richard

-----Original Message-----

From: richardaquino <

To: richardaquino <

Sent: Sun, Dec 9, 2018 9:41 am

Subject: Fwd: Violations of the Master Deed and By-laws of Shoreham Towers

This is the revised email that includes item seven (7) that addresses the changes that Marshall has made to the original wall structure at the 10th floor elevator landing area.

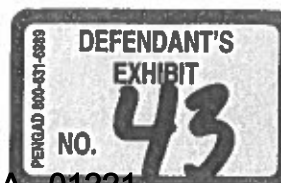
I have a conflict with the October HOA meeting date and I will not be able to attend. I submit this in an email format.

The unit referred to as the RTPH is in violation of the Master Deed and By-laws of Shoreham Towers in six (6) areas.

1. The owner of the RTPH has installed a product referred to as "Turtle Tile" on all of the Common Element surface outside the RTPH unit. This is actually one of the roofs of Shoreham Towers. I don't know if Marshall asked for and received some type of waiver or authorization that would allow him to violate the MD and BL. Additionally, I am not aware if he has produced any engineering reports that clearly demonstrate that placing this product, or any similar product, on top of the roof membrane would have any adverse effects on that membrane. The area under the Turtle Tile collects moisture and dirt. Marshall installed this Turtle Tile on a Common Element of the HOA and it is in violation of the MD and BL.

2. There is a Common Element of the roof of the PH floor that Marshall has converted to his private Atrium, I think that is what it would be called, that is actually property of the HOA. He has enhanced this area by installing Turtle Tiles, a water fountain feature, furniture, and what looks like a Arbor or Trellis permanently attached to the building structure. I don't know if Marshall had a waiver or authorization to convert this Common Element for his personal use but it is in violation of the MD and BL.

3. This year Marshall has added additional personal furniture on the Common Element ocean side roof which is in violation of the MD and BL. This has created a nuisance for the owners of PH-2 and PH-3. Article XV of the MD and BL clearly states that one unit owner may not create a nuisance for another unit owner. Marshall has installed all this furniture on a Common Element of the HOA.



ROA 01221

DEFS 000042
APP 001236

10/16/2019

Violations of the Master Deed and By-laws of Shoreham Towers

4. Marshall has placed various signs on the walls adjacent to the RTPH stairwell doors stating "No entry", "do not enter", "call such and such" etc. This is in violation of the MD and BL allowing free flowing entry to a Common Element of the HOA.

5. While Marshall was serving as President of the BOD key pad locks were installed on the North and South stairwell doors leading to the RTPH which is in violation to the MD and BL. Originally those were regular door locks keyed to the same key as other utility doors at Shoreham Towers.

6. Removed

7. Marshall has changed the 10th floor elevator landing area by knocking down an original Common Element wall of the building structure and built a new wall in a different location with an entirely different entrance area to the RTPH unit. I don't think this was a load bearing wall but he had no authorization to reconfigure that landing area and change the wall material to paneling which may not meet fire codes.

None of the MD and BL were violated when Robert Griffin built Shoreham Towers and added the RTPH for his personal use and he also rented it during the summer season. I remember him having about three lounge chairs outside his door that strangely resembled the pool furniture at that time. These violations have occurred since Marshall acquired the RTPH unit from the Griffin estate.

Robert Griffin designated the entire area outside the Glass walls of the RTPH unit a Common Element. He did this for a good reason. The HOA pays for maintenance and it is not part of the square footage of the RTPH for dues and assessment purpose. Unlike all other units at Shoreham Towers, the RTPH does not have a balcony. That was done for a reason.

My wife and I have used that Common element many times in the past, my kids have, and I should think my Grandchildren have the right to use that Common Area. We pay for it as all the other owners at Shoreham Towers do.

In many places on his FRBO web site Marshall heavily advertises this Common Element as "your 2400sf outside private sundeck with wraparound terrace". This is not his private property as claimed and is a Common Element to the HOA and thus is open to any HOA members use. By his actions Marshall has created a problem for the owners at Shoreham Towers due to restricting access to the Common Elements.

The MD and BL does not give Marshall the right to let his paying guests use a Common Element and at the same time prohibit a unit owner at Shoreham Towers access to that Common Element. Marshall's FRBO web site states the entire private 10th floor is for his renters use only. Marshall did this for his own personal financial gain and enrichment at the expense of the HOA.

If that Common Element is a "DANGER" to a unit owner then why is it not dangerous to the renters of the RTPH.

This HOA Board and the Management company has demonstrated their adherence to the MD and BL. These are violations to the MD and BL and I am requesting that this Board, all future Boards, and the management company continue to enforce the MD and BL and require that the Owner, at his expense, bring his unit into compliance with the MD and BL of Shoreham Towers.

You only need to look at his FRBO web site to validate these violations to the MD and BL of Shoreham Towers.

<http://www.frbo.com/394332301.pdf>

I am available to meet at the Board's convenience.

Richard Aquino
Owner
PH-2
843-272-5200

1,

RULES AND REGULATIONS
FOR
SHOREHAM TOWERS
A HORIZONTAL PROPERTY REGIME

Pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws as amended the Board of Directors for Shoreham Towers Homeowners Association, Inc. is hereby publishing and recording its Rules and Regulations on this 28th day of May 2019.

WITNESSETH:

WHEREAS, the Board of Directors for Shoreham Towers Homeowners Association, Inc., wishes publishing and recording its Rules and Regulations for the parcel of real estate, being more particularly described on Exhibit A, and being hereinafter referred to as the "Property", to the provisions of the South Carolina Horizontal Property Act, South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended; and

WHEREAS, it is the Board of Directors for Shoreham Towers Homeowners Association, Inc. pursuant to Article XII of the Master Deed for Shoreham Towers, dated June 17, 1983 and recorded June 22, 1983 in Deed Book 802 at Page 305, in the Office of the Register of Deeds for Horry County, South Carolina is hereby publishing as Exhibit "B" the attached publishing and recording its Rules and Regulations.

NOW, THEREFORE, The Board of Directors for Shoreham Towers Homeowners Association, Inc. hereby publishes and declares that the Property is herewith submitted to the terms and provisions of the South Carolina Horizontal Property Act and that, hereafter, it shall be held conveyed, hypothecated, encumbered, used, occupied and improved subject to the South Carolina Horizontal Property Act and to the within covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared

[The Remainder of this Page Was Intentionally Left Blank]



28th IN WITNESS WHEREOF, the parties have hereto set their hands and seal this day of May 2019.

WITNESSES:

Shoreham Towers
Homeowners Association, Inc.

By: Anthony Giovino - President
Anthony Giovino, President

Michael Lee
1st Witness

Charles LaCaze
2nd Witness (Notary as Witness)

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, Charles LaCaze a Notary Public for South Carolina, do hereby certify that Anthony Giovino, President of Shoreham Towers Homeowners Association, Inc. herein personally appeared before me, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 28th day of May 2019.

(SEAL)

Charles LaCaze
Notary Public for South Carolina
Print Name of Notary SC
My Commission Expires: 11/3/25

Exhibit A

Legal Description

NOTE: Exhibit A consist of a plat of survey showing the location of the buildings and other improvements, including the location of common elements, said Plat being recorded in Plat Book 76 at Page 179, Horry County Records, a set of floor plans of the building which show graphically the dimensions, are and location of each dwelling therein and affording access to each dwelling, said plans being recorded in Condominium Plat Book 2 at Page 50, Horry County Records. If any variation exists between the said plat and plans, the plat shall control. Said Exhibit further includes, the following:

The forty dwellings, all located in a single building consisting of nine habitable floors, floor two being the first habitable floor. All dwellings having a number designation beginning with "2" are on the second floor, "3" on the third floor, "4" on the fourth floor, "5" on the fifth floor, "6" on the sixth floor, "7" on the seventh floor, "8" on the eighth floor. All dwellings having a first letter designation beginning with "P" are on the ninth floor. One dwelling a designation as "Rooftop Penthouse" is on the tenth floor. The second letter designation for dwellings on Floors 2 through 8, inclusive, and the second number designation fo dwellings on floor 9, identify the location of the particular dwelling with respect to other dwellings on the same floor. Only one dwelling is on the tenth floor. The unit identity designation and location with respect to the common elements and other dwellings is as shown upon the plans referred to above by Bartholomew Associates, Inc., Architects, and the plat of survey by C.B. Berry, R.L.S., recorded as set forth above.

Dwellings are of varying sizes. Dwellings on Floors 2 through 8, inclusive, with the letter designations B, C, and D contain approximately 1,353 square feet. Dwellings on Floors 2 through 8 inclusive, with letter designations A and E contain approximately 1,610 square feet. Dwellings on the ninth floor with number designations 2 and 3 contain approximately 1,701 square feet. Dwellings on the ninth floor with number designations 1 and 4 contain approximately 1,936 square feet. The "Rooftop Penthouse" dwelling on the tenth floor contains approximately 2,630 square feet. Actual ground location of the building and improvements is as shown upon the aforesaid plat of survey by C. B. Berry R.L.S., and shall control over any variation of the building on common elements shown on plans.

Access to all floors is provided by both stairways and elevators. Access to each dwelling on floors 2 through 9 inclusive is provided by a corridor which runs along the Northwestern side of Each Building in a generally Southwest-Northeast direction. Each dwelling contains a door which fronts on a branch of the corridor and such branch is a common area. Access to the "Rooftop Penthouse" dwelling on the tenth floor is provided from an elevator lobby which is a common area and stairways to the rooftop area, which is also common. The rooftop area contains planters which are common. On the first Floor on which no dwellings are located, all areas and facilities are common. Those include all parking arears, drives, landscaping, swimming pools and decks, restroom facilities, bar, seawall, stairs affording access to the upper floors and the beachfront, equipment and mechanical rooms, lobbies and elevators.

There is located on the second floor to the Northeast of common corridor a "Meeting Room" as designated on the plans, which is common area. Nothing herein shall prohibit Shoreham Towers Homeowners Association, Inc. from using said room for any lawful purpose pursuant to proper corporate authority. There is additional parking area to the Northeast of the building across Ocean Boulevard. Nothing here in shall prohibit its use by Shoreham Tower Homeowners Association, Inc. for any lawful purpose pursuant to proper corporate authority, including its sale should it not be needed for parking or other use.

As to each dwelling: all built-in kitchen appliances, the refrigerator, air conditioning and heating units and hot water heaters located in or providing service to each unit are part of the unit in which they are located or which they service and are not common elements. All balconies adjacent to each dwelling, including the railing attached thereto, are part of that dwelling and not common areas, although such may be subject to other restrictions on use as set out elsewhere in this Master Deed, including but not limited a restriction in favor of a common design, painting and color scheme for the building.

Reference to common elements or areas herein shall be in addition to and be read in conjunction with further designation of common elements and areas set out in other portions of this Master Deed or Exhibits hereto.

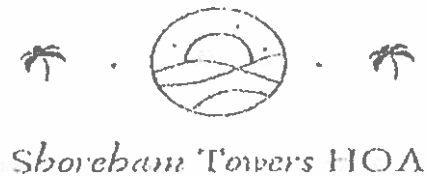
Exhibit B

Roof Top Terrace Rules & Regulations

1. The majority vote of the Board of Directors (BOD) accepts the legal interpretation of the Master Deed that all roof top area outside the glass walls of the roof top pent house (RTPH) are "common elements". As such they are under the jurisdiction of the BOD pursuant to Article XIV of the Master Deed entitled Use of Common Elements Subject to Rules of Association which states "The use of COMMON ELEMENTS by the owner or owners of all DWELLINGS, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the ASSOCIATION. In so doing, the BOD must also take into consideration the inherent liability factor of the common element due to the roof top access and the mechanical equipment placed on the Common Element. As a common area, any owner has the right to visit the Roof Top Terrace per the following rules.
2. The roof top terrace surrounding the RTPH is a common element. Any remodeling, including any roof membrane floor coverings or coatings, of this area must be approved by the BOD and the HOA shall bear the costs. The BOD has sole discretion to remove/replace any existing terrace floor coverings.
3. The BOD has complete authority over and the HOA shall bear cost for any furniture that is placed in the Roof Top Terrace common element, including the "bump out" area, same as the pool common element. Furniture placed there by the BOD must be placed on pads to protect the roofing membrane and reduce any noise from moving the furniture.
4. The elevator lobby on the 10th floor is a common element. Any future remodeling of this area must be approved by the BOD and the HOA shall bear the costs.
5. The area designated as "Dining Court" shown on the Plot Plan drawing number 9 and accessed from within the RTPH, is included in the RTPH square footage for assessment purposes and as such is deemed to be a part of the RTPH except for the floor which is also the roof for the unit below. This area and the adjacent walls which are exterior walls of the building are common elements and are under the control of the Board of Directors and are not to be changed without the consent of the Board.
6. The roof top stairwell doors shall be keyed to the common key. This is the key all unit holders possess to open the first-floor stairwell doors and the lobby doors. The BOD controls the keypad and key access to the Roof Top stairwell doors.
7. The Roof Top Terrace shall be closed and off limits to all, including occupants of the RTPH, from 10 pm till 8 am.
8. During the daytime between 8 am and 10 pm the Roof Top Terrace shall be accessible to all unit owners, accompanied family and invited guests, and service technicians. Any person 18 years of age or younger must be accompanied by a unit owner. Access to the Roof top is not extended to any non-owners except for those occupying the RTPH. Occupants of the RTPH shall at all times be limited to no more than 12.
9. The BOD has control and sole discretion of the common element planters and is responsible for selection, care, and cost of the plants.
10. The roof top irrigation system is a common element and should be paid for and be controlled by the BOD and the maintenance company approved by the Board.
11. The roof top area can only be accessed in case of emergency during the hours between 10 pm and 8 am, i.e. an air conditioner needs to be serviced, or there is a roof leakage problem, or a large storm is forecast etc. and for this access the person(s) needs to notify the building manager or the RTPH owner, but access cannot be denied.

12. No animals, with exception of service animals, no running, no glass containers, no loud music,
no game playing, are allowed on roof top at any time.

Shoreham Towers HOA
Attn: CAMS Property Management
1016 2nd Ave N #304
North Myrtle Beach, SC 29582



October 5, 2020

Marshall Griffin
151 Crown Lake Drive
Hopkins, SC 29061

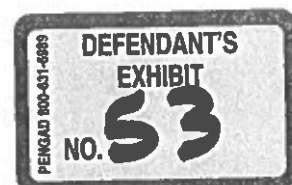
Re: Shoreham Towers RTPH – Turtle Tile at Thompson Roofing

Mr. Griffin:

You were advised several times that the turtle tile that you had placed on the common area without authorization was removed during the roof top replacement project and that it was being stored at Thompson Roofing awaiting your pick up. You have been notified to make contact with Thompson Roofing to arrange for disposition and per a phone call on 9/28/2020, no one at Thompson Roofing has heard from you. This is in spite of the fact that you know the principals at Thompson Roofing and have dealt with them directly in the past. In fairness to Thompson Roofing who agreed that the turtle tile needed to be removed to complete their roofing and was best not to be reinstalled, we hereby notify you that Thompson Roofing will dispose of the turtle tile by October 31, 2020 unless you decide to retrieve it or pay them for storage.

For the Board of Directors,

Pat Clark, CPM
Tradd Management
Association Manager



DEFS 000014

ROA 01229

APP 001244



Shoreham Towers HOA

October 5, 2020

Marshall Griffin
151 Crown Lake Drive
Hopkins, SC 29061

Re: Shoreham Towers RTPH – Unauthorized Stored Furniture

Mr. Griffin:

You have been notified that your unauthorized furniture that was placed in the roof top common area was removed on 5/29/2020 and placed in storage at Terminal Storage 3200 Airport Blvd North Myrtle Beach SC 29582 by the Board because of your non-responsiveness to a request for you to remove it. You have also been notified that you can reimburse the HOA for all costs associated with the removal and the storage and access your furniture, yet you fail to do so. The storage charge for three months was \$62.50 in an incentive offering but that charge now is \$125 per month. The reimbursement amount is climbing. The Board intends to fund the storage only through October 31, 2020, and thereafter the Storage facility will be notified that the locker and its contents will be forfeited. This is the same furniture that had been placed in the garage for pick up in the winter. It was picked up and returned to the RT without any notification to the Board.

For the Board of Directors,

Pat Clark, CPM
Tradd Management
Association Manager



Shoreham Towers HOA

October 5, 2020

Marshall Griffin
151 Crown Lake Drive
Hopkins, SC 29061

Re: Shoreham Towers RTPH -- Removal of Arborvitae

Mr. Griffin:

The Board is hereby notifying you that we will be removing the Arborvitae from the Common Area planters now that the season is over. This determination was unanimously approved by the Board and is in accordance with the December 7, 2019 Fortier Loss Control Consultants Inc, safety report that was provided to you as outlined in the segment "Vegetation located in the Penthouse Common Area." Requests were made for you to have the plants removed and as of today's date you have not removed the plants. Not only are the high plants a safety issue but they are also a nuisance and shed foliage that blocks the roof drains on the A and E stacks which requires additional maintenance and cleaning. If the plants are not removed in their entirety by Wednesday, October 14, 2020, the Board will make arrangements to have the plants removed. The Board will provide you with notice when the work will proceed so you can notify any occupants in the RTPH.

The HOA master documents state this is a common area and common areas are governed by the Board of Directors.

For the Board of Directors,

Pat Clark, CPM
Tradd Management
Association Manager

DEFS 000016

ROA 01231

APP 001246

Question #3

- Can we get clarification on this one?
Is this against the HOA or HOA board?
Is this regarding the breach of contract claim?

Question #5

- Can we get a definition of civil conspiracy?

DK



#3 It is against the HOA only not the HOA Board members. It is for Breach of Contract, Breach of Contract Accompanied by Fraudulent Act, Conversion & Acquiescence.

For Civil Conspiracy, do you have
to have at least two people
conspiring against a person, or
does the person conspiring and the
person being conspired upon count
as the combination of two people.
(#1 on the civil conspiracy page)



At least two of
the defendants.



Can we get a definition
of willfully or wantonly?

[Handwritten signature]



Define willful and wanton

The Plaintiff must establish by clear and convincing evidence that the Defendants' acts were reckless, willful, and wanton, meaning there was a conscious failure to exercise due care or a conscious indifference to the rights and safety of others or a reckless disregard thereof. A person who is negligent acts carelessly. However, a person who acts recklessly, willfully, and wantonly is not careless but is also aware that they are being careless. In determining whether the Defendant(s) was reckless, you may consider not only acts but also omissions of conduct. Willful and wanton means conduct by a person or persons who may have no intent to cause harm, but who intentionally performs an act so unreasonable and dangerous that he or she knows or should know it is highly probably that harm would result.

For damages, do we have to put
an actual number, or can it be
a phrase such as:
"attorney fees and court costs"

[Handwritten signature]

an actual number.



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**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

**APPEAL FROM HORRY COUNTY
Court of Common Pleas**

Honorable William H. Seals, Jr., Circuit Court Judge

Case No. 2019-CP-26-06550

Marshall Griffin, ... Respondent,

v.

**Tony Giovino, Carter Tackett, Richard Aquino,
Bill West, and Shoreham Towers Homeowners Association, ... Appellants.**

NOTICE OF APPEAL

Tony Giovino, Carter Tackett, Richard Aquino, Bill West, and Shoreham Towers Homeowners Association appeal from the Judgment dated February 3, 2023 and Order of the Honorable William H. Seals, Jr. dated March 9, 2023. The Appellants received written notice of the Judgment on February 3, 2023, and Appellants timely filed their Motion for Judgment Notwithstanding the Verdict, Motion for New Trial Nisi Remittitur, Motion for New Trial Absolute, and Motion for New Trial, which the Court denied by Order dated March 9, 2023. Appellants received written notice of the Order on March 9, 2023. On March 13, 2023, the Court entered an Amended Order Denying Defendants' Motion and Supplemental Motion for Judgment Notwithstanding the Verdict, New Trial Nisi Remittitur, New Trial Absolute, and New Trial, and Appellants received written notice of that Order on March 13, 2023. Copies of the Judgment and Orders are attached to this Notice of Appeal.

BURR & FORMAN LLP

/s/Henrietta U. Golding
Henrietta U. Golding, SC Bar #2173
Taylor K. Voegel, SC Bar #104770
2411 Oak Street, Suite 206 (29577)
Post Office Box 336
Myrtle Beach, SC 29578-0336
Phone: (843) 444-1107
hgolding@burr.com
tvoegel@burr.com

*Attorneys for Appellants Tony Giovino,
Carter Tackett, Richard Aquino, Bill West,
and Shoreham Towers Homeowners
Association*

Myrtle Beach, South Carolina
March 16, 2023

OTHER COUNSEL OF RECORD

John M. Grantland
MURPHY & GRANTLAND, P.A.
P.O. Box 6648
Columbia, SC 29260
Phone: (803) 782-4100

Thomas C. Brittain
Brittain Law Firm, P.A.
4614 Oleander Drive
Myrtle Beach, SC 29577
Phone: (843) 449-8562

Attorneys for Respondent Marshall Griffin

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SC Court of Appeals

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Honorable William H. Seals, Jr., Circuit Court Judge

Appellate Case No. 2023-_____

Case No. 2019-CP-26-06550

Marshall Griffin, ... Respondent,

v.

Tony Giovino, Carter Tackett, Richard Aquino,
Bill West, and Shoreham Towers Homeowners Association, ... Appellants.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Marshall Griffin via email communication
and by depositing a copy of it in the United States mail, postage prepaid, on March 16, 2023,
addressed to his attorneys of record as follows:

John M. Grantland
Post Office Box 6648
Columbia, South Carolina 29260
Email: jgrantland@murphygrantland.com

Thomas C. Brittain
4614 Oleander Drive
Myrtle Beach, South Carolina 29577
Email: tommyb@brittainlawfirm.com


Carole Koerner

Koerner, Carole

From: Koerner, Carole
Sent: Thursday, March 16, 2023 3:33 PM
To: 'John M. Grantland'; tommyb@brittainlawfirm.com
Cc: Golding, Henrietta; Voegel, Taylor; Renee Dillon; miranda@brittainlawfirm.com
Subject: Marshall Griffin v. Shoreham Towers HOA, Tony Giovino, Bill West, Carter Tackett and Richard Aquino; CA: 2019-CP-26-06550
Attachments: March 16, 2023 Ltr. Attorney Grantland and Brittain.pdf; Notice of Appeal.pdf; Proof of Service (2).pdf

Gentlemen,

Marshall Griffin v. Shoreham Towers, HOA, et al.

Attached is a letter dated March 16, 2023 and attached for service in the above matter, please find the Appellants' Notice of Appeal and Proof of Service that will be electronically filed with the South Carolina Court of Appeals today.

Kind regards,

Carole Koerner

Koerner, Carole

From: Koerner, Carole
Sent: Thursday, March 16, 2023 3:33 PM
To: 'John M. Grantland'; tommyb@brittainlawfirm.com
Cc: Golding, Henrietta; Voegel, Taylor; Renee Dillon; miranda@brittainlawfirm.com
Subject: Marshall Griffin v. Shoreham Towers HOA, Tony Giovino, Bill West, Carter Tackett and Richard Aquino; CA: 2019-CP-26-06550
Attachments: March 16, 2023 Ltr. Attorney Grantland and Brittain.pdf; Notice of Appeal.pdf; Proof of Service (2).pdf

Gentlemen,

Marshall Griffin v. Shoreham Towers, HOA, et al.

Attached is a letter dated March 16, 2023 and attached for service in the above matter, please find the Appellants' Notice of Appeal and Proof of Service that will be electronically filed with the South Carolina Court of Appeals today.

Kind regards,

Carole Koerner

Taylor Voegel
tvoegel@burr.com
Direct Dial (843) 443-3007

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Mar 16 2023

SC Court of Appeals

Founders Center
2411 Oak Street
Suite 116
Myrtle Beach, SC 29577

Mailing Address
Post Office Box 11629
Myrtle Beach, SC 29578

Office (843) 444-1877
Fax (843) 444-4399

BURR • C

March 16, 2023

VIA U.S. MAIL
VIA EMAIL: CTAPPFILINGS@SCCOURTS.ORG

Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

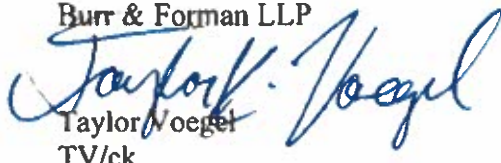
Re: Marshall Griffin v. Shoreham Towers Homeowners Association, Tony Giovino, Bill West, Carter Tackett, and Richard Aquino; Civil Action No.: 2019-CP-26-06550

Dear Ms. Kitchings:

Please find attached for filing in your office, the Notice of Appeal and Proof of Service in the above referenced case. Also attached is a photocopy of our firm check for the filing fee of \$250.00, the original is being mailed to you today, along with the original letter and original Proof of Service. Should you have any questions or concerns, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

Burr & Forman LLP



Taylor Voegel
TV/ck

Attachments

cc: John Grantland, Esq. (Via Email and U.S. Mail)
Thomas C. Brittain, Esq. (Via Email and U.S. Mail)
Clients (Via Email only)

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2019CP2606550

Marshall Griffin

Tony Giovino
Bill West
Carter Tackett
Richard Aquino

Shoreham Towers
Homeowners Association

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Clerk of Court

Attorney for: ☐ Plaintiff ☐ Defendant
☐ 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

We, the jury, unanimously find that the Rooftop Terrace, the planters, and elevator lobby on the 10th floor at Shoreham Towers are part of the Rooftop Penthouse dwelling and "not a common element".

We, the jury, unanimously find in favor of the Plaintiff against the Defendant Shoreham Towers Homeowners Association in the amount of \$20,000.00 actual damages and \$200,000.00 punitive damages as to Defendants Tony Giovino, Carter Tackett, Richard Aquino and Bill West. After a review of the punitive damages pursuant to Gamble the punitive damages are reduced to \$160,000.00 and shall be divided as stated below.

Defendant Tony Giovino's name shall properly reflect in the record as Tony Giovino, de novo.

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: _____

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)
Marshall Griffin	Shoreham Towers Homeowners Association	\$20,000.00
Marshall Griffin	Tony Giovino	\$17,600.00 (11%)
Marshall Griffin	Bill West	\$17,600.00 (11%)
Marshall Griffin	Carter Tackett	\$17,600.00 (11%)
Marshall Griffin	Richard Aquino	\$107,200.00 (67%)

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SC Court of Appeals

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

2157

Judge Code

2/7/2023

Date

For Clerk of Court Office Use Only

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

John Martin Grantland PO Box 6648 Columbia, SC 29260
 Thomas Casey Brittain 4614 Oleander Dr. Myrtle Beach, SC
 29577

Henrietta U. Golding PO Box 336 Myrtle Beach, SC
 29578

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter - Natalie Dahl

Renee N. Elvis - Clerk of Court

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 judgment to parties who are not E-Fileers 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.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

CIVIL ACTION NO: 2019-CP-26-06550

Marshall Griffin,

Plaintiff,

v.

Tony Giovino, Carter Tackett, Richard
Aquino, Bill West, and Shoreham Towers
Homeowners Association,

Defendants.

VERDICT FORM

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Mar 16 2023

SC Court of Appeals

Please answer each of the following questions. Each answer must be the unanimous decision of the jury.

WE THE JURY unanimously find the following:

1. Do you find that the Rooftop Penthouse Terrace, the planters, and the elevator lobby on the 10th floor at Shoreham Towers are a "common element" and not part of the Rooftop Penthouse?

Yes _____

No ☒ _____

[Continue to the next page.]

2. Do you find that the Rooftop Penthouse Terrace, the planters, and elevator lobby on the 10th floor at Shoreham Towers are part of the Rooftop Penthouse dwelling and "not a common element"?

Yes ☒

No ☐

3. Do you find for the Plaintiff Marshall Griffin against the Defendant Shoreham Towers Homeowners Association?

Yes ☒

No ☐

4. Do you find the Defendant Richard Aquino acted willfully or wantonly?

Yes ☒

No ☐

5. In regard to the civil conspiracy claim, do you find for the Plaintiff Marshall Griffin against the Defendant Richard Aquino?

Yes ☒

No ☐

[Continue to the next page.]

6. Do you find the Defendant Bill West acted willfully or wantonly?

Yes ☒ _____

No _____

7. In regard to the civil conspiracy claim, do you find for the Plaintiff Marshall Griffin against the Defendant Bill West?

Yes ☒ _____

No _____

8. Do you find the Defendant Tony Giovino acted willfully or wantonly?

Yes ☒ _____

No _____

9. In regard to the civil conspiracy claim, do you find for the Plaintiff Marshall Griffin against the Defendant Tony Giovino?

Yes ☒ _____

No _____

10. Do you find the Defendant Carter Tackett acted willfully or wantonly?

Yes ☒ _____

No _____

11. In regard to the civil conspiracy claim, do you find for the Plaintiff Marshall Griffin against the Defendant Carter Tackett?

Yes ✓

No _____

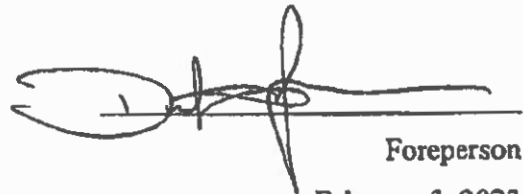
12. We find for the Plaintiff Marshall Griffin actual damages in the amount of

\$ 20,000.00 . 00

13. We find for the Plaintiff Marshall Griffin punitive damages in the amount of

\$ 200,000.00 .

Now, you are done. Please sign the verdict form and notify the bailiff.



Foreperson

February 3, 2023

Conway, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

CIVIL ACTION NO: 2019-CP-26-06550

Marshall Griffin,

Plaintiff,

v.

Tony Giovino, Carter Tackett, Richard
Aquino, Bill West, and Shoreham Towers
Homeowners Association,

Defendants.

VERDICT FORM

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Mar 16 2023

SC Court of Appeals

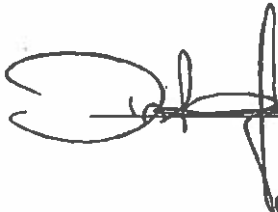
Fault Apportionment Verdict Form

Considering the punitive damage amount that caused the Plaintiff's injuries as 100%, what percentage of those damages are attributable to the Defendant Shoreham Towers Homeowners Association and what percentage is attributable to the individual Defendants: Richard Aquino, Bill West, Tony Giovino, and Carter Tackett? [The percentage must add up to 100%.]

Defendant Shoreham Towers Homeowners Association:	0	%
Defendant Richard Aquino:	67	%
Defendant Bill West:	11	%
Defendant Tony Giovino:	11	%
Defendant Carter Tackett:	11	%

TOTAL: 100%

Please let the bailiff know when you have completed this form and sign the document.


Foreperson
February 3, 2023
Conway, South Carolina

Certificate of Electronic Notification

Recipients

Henrietta Golding - Notification transmitted on 02-07-2023 04:19:59 PM.

John Grantland - Notification transmitted on 02-07-2023 04:19:57 PM.

Thomas Brittain - Notification transmitted on 02-07-2023 04:19:59 PM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2019CP2606550

Official File Stamp: 02-07-2023 04:19:43 PM

Court: CIRCUIT COURT

Common Pleas

Horry

Case Caption: Marshall Griffin VS Tony Giovino , defendant, et al

Document(s) Submitted: Order/Jury Verdict Order/Jury Verdict

Filed by or on behalf of: Bridgett Williamson

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

Thomas Casey Brittain for Marshall Griffin

Henrietta U. Golding for Tony Giovino et al

John Martin Grantland for Marshall Griffin

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Case Party Info Protected

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Mar 16 2023

SC Court of Appeals

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

CIVIL ACTION NO: 2019-CP-26-06550

Marshall Griffin,

Plaintiff,

v.

Tony Giovino, Carter Tackett, Richard
Aquino, Bill West, and Shoreham Towers
Homeowners Association,

Defendants.

**ORDER DENYING DEFENDANTS'
MOTION AND SUPPLEMENTAL
MOTION FOR JUDGMENT
NOTWITHSTANDING THE VERDICT,
NEW TRIAL NISI REMITTITUR, NEW
TRIAL ABSOLUTE, AND NEW TRIAL**

This case was tried in Horry County the week of January 30, 2023. The Jury returned a verdict for the Plaintiff in the amount of \$20,000 in actual damages and \$200,000 in punitive damages. This Court reduced the punitive award to \$160,000 after carefully considering the evidence pursuant to *Gamble, Gamble v. Stevenson*, 305 S.C. 104, 406 S.E.2d 350 (1991). The Defendants subsequently filed a Motion for Judgment Notwithstanding the Verdict, New Trial Nisi Remittitur, New Trial Absolute, and New Trial on February 13, 2023. The Defendants filed a supplemental motion on February 14, 2023. Plaintiff, through his counsel, John Grantland, filed a Response in Opposition on February 27, 2023. The Defendants then filed a Reply to Plaintiff's Response on February 28, 2023.

"A motion for judgment notwithstanding the verdict may be granted only if no reasonable jury could have reached the challenged verdict." *Welch v. Epstein*, 342 S.C. 279, 300, 536 S.E.2d 408, 419 (Ct. App. 2000). "The decision to grant or deny a motion for a new trial rests within the sound discretion of the trial court, and the trial court's decision will not be disturbed absent an abuse of discretion." *Fields v. J. Haynes Waters Builders, Inc.*, 376 S.C. 545, 569, 658 S.E.2d 80, 93 (2008). "Under the 'thirteenth juror' doctrine, a trial judge may grant a new trial absolute when he finds the evidence does not justify the verdict. This ruling has also been termed a

granting of a new trial upon the facts.” *Vinson v. Hartley*, 324 S.C. 389, 402, 477 S.E.2d 715, 722 (Ct. App. 1996) (emphasis added). “Under the thirteenth juror doctrine, a trial court may grant a new trial if the judge determines the jury’s verdict is contrary to the fair preponderance of the evidence.” *Burke v. AnMed Health*, 393 S.C. 48, 55, 710 S.E.2d 84, 88 (Ct. App. 2011) (citation omitted). “If the amount of the verdict is *grossly* inadequate or excessive so as to be the result of passion, caprice, prejudice, or some other influence outside the evidence, the trial judge must grant a new trial absolute.” *O’Neal v. Bowles*, 314 S.C. 525, 527, 431 S.E.2d 555, 556 (1993) (emphasis in original). “Alternatively, the trial court may grant a new trial nisi additur or remittitur when it finds the verdict is merely inadequate or excessive.” *Howard v. Roberson*, 376 S.C. 143, 154, 654 S.E.2d 877, 883 (Ct. App. 2007). “The granting of a motion for new trial nisi additur or remittitur rests within the sound discretion of the trial court, but substantial deference must be afforded to the jury’s determination of damages.” *Id.* at 155, 654 S.E.2d at 883. “Compelling reasons must be given to justify invading the jury’s province in this manner.” *Id.*

After reviewing the record, the arguments of counsel, and the relevant case law, this Court holds that the evidence could support a verdict for the Plaintiff. Therefore, the motion for judgment notwithstanding the verdict is DENIED. Additionally, it does not appear to this Court that the verdict is either contrary to the evidence or that the damages are excessive. Accordingly, the motions for a new trial, new trial absolute, and new trial nisi remittitur are DENIED as well.

IT IS THEREFORE ORDERED that Defendants’ Motion is **DENIED**.

IT IS SO ORDERED.

JUDGE’S ELECTRONIC SIGNATURE TO FOLLOW

The Honorable William S.
Chief Administrative Judge
Horry County

Marion, South Carolina

Date: _____



Horry Common Pleas

Case Caption: Marshall Griffin VS Tony Giovino , defendant, et al
Case Number: 2019CP2606550
Type: Order Other

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

Electronically signed on 2023-03-09 09:27:43 page 4 of 4

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Court: CIRCUIT COURT

Common Pleas

Horry

Case Caption: Marshall Griffin VS Tony Giovino , defendant, et al

Document(s) Submitted: Order/Denying Order Notwithstanding/Verdict
New Trial NISI New Trial Absolute And New Trial
Order/Other

Filed by or on behalf of: William H. Seals

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-

The following people were served electronically:

Thomas Casey Brittain for Marshall Griffin

Henrietta U. Golding for Tony Giovino et al

John Martin Grantland for Marshall Griffin

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

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SC Court of Appeals

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

CIVIL ACTION NO: 2019-CP-26-06550

Marshall Griffin,

Plaintiff,

v.

Tony Giovino, Carter Tackett, Richard
Aquino, Bill West, and Shoreham Towers
Homeowners Association,

Defendants.

**ORDER DENYING DEFENDANTS'
MOTION AND SUPPLEMENTAL
MOTION FOR JUDGMENT
NOTWITHSTANDING THE VERDICT,
NEW TRIAL NISI REMITTITUR, NEW
TRIAL ABSOLUTE, AND NEW TRIAL**

This case was tried in Horry County the week of January 30, 2023. The Jury returned a verdict for the Plaintiff in the amount of \$20,000 in actual damages and \$200,000 in punitive damages. This Court reduced the punitive award to \$160,000 after carefully considering the evidence pursuant to *Gamble Gamble v. Stevenson*, 305 S.C. 104, 406 S.E.2d 350 (1991). The Defendants subsequently filed a Motion for Judgment Notwithstanding the Verdict, New Trial Nisi Remittitur, New Trial Absolute, and New Trial on February 13, 2023. The Defendants filed a supplemental motion on February 13, 2023. Plaintiff, through his counsel, John Grantland, filed a Response in Opposition on February 27, 2023. The Defendants then filed a Reply to Plaintiff's Response on February 28, 2023.

"A motion for judgment notwithstanding the verdict may be granted only if no reasonable jury could have reached the challenged verdict." *Welch v. Epstein*, 342 S.C. 279, 300, 536 S.E.2d 408, 419 (Ct. App. 2000). "The decision to grant or deny a motion for a new trial rests within the sound discretion of the trial court, and the trial court's decision will not be disturbed absent an abuse of discretion." *Fields v. J. Haynes Waters Builders, Inc.*, 376 S.C. 545, 569, 658 S.E.2d 80, 93 (2008). "Under the 'thirteenth juror' doctrine, a trial judge may grant a new trial absolute when he finds the evidence does not justify the verdict. This ruling has also been termed a

granting of a new trial upon the facts.” *Vinson v. Hartley*, 324 S.C. 389, 402, 477 S.E.2d 715, 722 (Ct. App. 1996) (emphasis added). “Under the thirteenth juror doctrine, a trial court may grant a new trial if the judge determines the jury’s verdict is contrary to the fair preponderance of the evidence.” *Burke v. AnMed Health*, 393 S.C. 48, 55, 710 S.E.2d 84, 88 (Ct. App. 2011) (citation omitted). “If the amount of the verdict is *grossly* inadequate or excessive so as to be the result of passion, caprice, prejudice, or some other influence outside the evidence, the trial judge must grant a new trial absolute.” *O’Neal v. Bowles*, 314 S.C. 525, 527, 431 S.E.2d 555, 556 (1993) (emphasis in original). “Alternatively, the trial court may grant a new trial nisi additur or remittitur when it finds the verdict is merely inadequate or excessive.” *Howard v. Roberson*, 376 S.C. 143, 154, 654 S.E.2d 877, 883 (Ct. App. 2007). “The granting of a motion for new trial nisi additur or remittitur rests within the sound discretion of the trial court, but substantial deference must be afforded to the jury’s determination of damages.” *Id.* at 155, 654 S.E.2d at 883. “Compelling reasons must be given to justify invading the jury’s province in this manner.” *Id.*

After reviewing the record, the arguments of counsel, and the relevant case law, this Court holds that the evidence could support a verdict for the Plaintiff. Therefore, the motion for judgment notwithstanding the verdict is DENIED. Additionally, it does not appear to this Court that the verdict is either contrary to the evidence or that the damages are excessive. Accordingly, the motions for a new trial, new trial absolute, and new trial nisi remittitur are DENIED as well.

IT IS THEREFORE ORDERED that Defendants’ Motion is **DENIED**.

IT IS SO ORDERED.

JUDGE’S ELECTRONIC SIGNATURE TO FOLLOW

The Honorable William Se
Chief Administrative Judge
Horry County

Marion, South Carolina

Date: _____



Horry Common Pleas

Case Caption: Marshall Griffin VS Tony Giovino , defendant, et al
Case Number: 2019CP2606550
Type: Order Amend

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

Electronically signed on 2023-03-13 14:14:25 page 4 of 4

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
Aug 29 2023
SC Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Honorable William H. Seals, Jr., Circuit Court Judge

Appellate Case No. 2023-000451

Case No. 2019-CP-26-06550

Marshall Griffin, ...Respondent,

v.

Tony Giovino, Carter Tackett, Richard Aquino,
Bill West, and Shoreham Towers Homeowners Association, ... Appellants.

CERTIFICATE OF COUNSEL

The undersigned certify that the Record on Appeal contains all material proposed to be included by any of the parties¹ and not any other material.

Date: August 25, 2023



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Taylor K. Voegel, SC Bar No. 104770
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2411 Oak Street, Suite 206
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(843) 444-1107

Counsel For Appellants

¹ Please note that Appellants served and filed their first Designation of Matter with their Initial Brief on May 24, 2023. Appellants served and filed their updated Designation of Matter with their Initial Reply Brief on July 31, 2023. Respondent did not serve or file a Designation of Matter. After Appellants' counsel's review of Respondent's Initial Brief, it appears the following exhibits were referenced but not included by Respondent in such Designation: Plaintiff's Exhibits 7, 17, 27, and 30. Appellants' counsel has included those exhibits in this Record on Appeal.