

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

R. Markley Dennis, Circuit Court Judge

Case No. 2018-000728

RECEIVED
NOV 19 2018
SC Court of Appeals

Christie MacConnell,

Appellant,

v.

Frances C. Welch,

Respondent.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
CHRISTIE MacCONNELL,)
)
Plaintiff,)
)
vs.)
)
FRANCES C. WELCH,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-3672

**Amended Order Granting Summary
Judgment in Favor of Frances C. Welch
and Denying Christie MacConnell's
Motion for Summary Judgment**

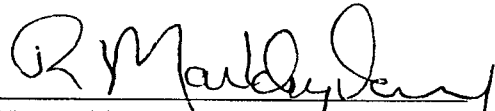
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2018 MAR 30 PM 4:19
JULIE J. ARMSTRONG
CLERK OF COURT

On January 26, 2018, this Court entered an Order granting Summary Judgment in favor of Frances C. Welch and denying Christie MacConnell's Motion for Summary Judgment. Counsel for MacConnell filed a Motion for Reconsideration of that Order. The Court held a hearing on that motion on March 27, 2018.

After considering the filings and arguments of counsel, the Court AMENDS its prior Order to delete in its entirety Section 4 titled "Laches." The Court finds that when taking all inferences in favor of the non-moving party, MacConnell, it cannot conclude as a matter of law that MacConnell's claims are barred by laches as there are genuine issues of material facts.

The remainder of the Court's Order stands, and summary judgment is GRANTED in favor of Frances C. Welch for the reasons set forth therein.

IT IS SO ORDERED.


Honorable R. Markley Dennis, Judge
Ninth Judicial Circuit

Date: 3 / 30 / 18

Charleston, South Carolina

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CHRISTIE MacCONNELL,)
)
Plaintiff,)
)
vs.)
)
FRANCES C. WELCH,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-3672

**Order Granting Summary Judgment in
Favor of Frances C. Welch and Denying
Christie MacConnell's Motion for
Summary Judgment**

2018 JAN 26 PM 4:04
JAMES E. REEVES
CLERK OF COURT

This matter came before the Court for a hearing on January 11, 2018 for consideration of cross motions for summary judgment filed by the respective parties. Christie MacConnell ("MacConnell") was represented by counsel in M. Richardson Hyman, Jr., Esq., and Frances C. Welch ("Welch") was represented by James E. Reeves, Esq., and Christopher M. Ramsey, Esq. The Court has received and considered memoranda, affidavits, and other documents in support of each party's position, and the same are incorporated into the record and made a part hereof. For the following reasons, the Court denies MacConnell's Motion for Summary Judgment and grants Welch's Motion for Summary Judgment.

Factual and Procedural Background

Plaintiff is the owner of a condominium designated as Unit 405 which is part of the Albemarle Horizontal Property Regime (the "Regime"). Complaint ¶ 15. Ms. Welch also owns a condominium located in the Regime at Unit 404. The instant lawsuit involves a dispute over the exclusive right to use a Regime parking space designated as Space 38.

Riverview Condominium Associates, LLC (the "Developer") created the Regime by filing a Master Deed on August 12, 2004 with the RMC Office for Charleston County at Book V506, Page

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237.¹ Section 6 of the Master Deed provides that “[t]he limited common elements appurtenant to the Residences are...One parking space for each one (1) and two (2) bedroom Residence.” Unit 405 is a 2-bedroom residence and thus has one appurtenant parking space.

Section 24 of the Master Deed governs parking spaces. It reiterates that “[e]ach one-bedroom and two-bedroom Residence shall have one (1) parking space designated as a Limited Common Element.” The next provision is critical:

[i]f an Owner has been assigned an additional parking space in addition to the spaces provided above, he shall at the time of the closing of the purchase of his Residence elect to have that space designated as a Limited Common Element for his Residence, or have it remain as a GCE/Assignable Space as hereinafter defined. **If such Owner elects to have the additional space designated as a Limited Common Element for his Residence, the Master Deed shall be amended by the Association to reflect such election.**

(emphasis added). The section goes on to explain the distinction between a General Common Element (“GCE”)/Assignable Space and a Limited Common Element.

A GCE/Assignable Space is a space that is a General Common Element that has been initially assigned or is to be assigned by Developer to a specific Owner for his/her exclusive use and is in addition to the parking space(s) designated as Limited Common Element(s) for specific Residences. Such space may be assigned by the Owner thereof to any other Owner of a Residence upon providing the Association with written notice of such assignment. In the event that the Assignee of a GCE/Assignable Space has not assigned such space to another Owner of a Residence at the time such Owner transfers his interest in his Residence, then such space shall no longer be a GCE/Assignable Space and shall revert to being a non-assignable General Common Element space controlled by the Association.

A plat attached to the Master Deed includes a table titled “The Albemarle Parking Space Assignments.” Space 38 is designated as a General Common Element – Assignable. Unit 405 is assigned Space 14 as its Limited Common Element.

¹ The Master Deed was subsequently amended on December 1, 2004 at Book R517, Page 469, on December 28, 2004 at Book J520, Page 680, and on July 16, 2014 at Book 0417, Page 060. No changes were made concerning the parking spaces.

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On January 24, 2005, the Developer conveyed Unit 405 to William and Ann M. Maier. The deed also conveyed to the Maiers the exclusive right to use Space 38. The specific language in the deed states that Developer

does grant, bargain, sell and release unto the said Grantee as joint tenants with the right of survivorship and not as tenants in common, their heirs and assigns forever, the following described real property, to wit: [Unit 405] TOGETHER WITH THE EXCLUSIVE RIGHTS of Grantee to the use of an additional parking space designated as space number 38 which shall run with title to the said Unit Number 405 in the Albemarle Horizontal Property Regime and shall inure to the benefit of Grantee, his heirs and assigns and shall be binding on Riverview Condominium Associates, LLC, its successors and assigns.

MacConnell has presented no evidence that the Maiers ever elected to have the additional parking space (Space Number 38) designated as a Limited Common Element for their Residence, nor was the Master Deed amended to reflect such an election as required by Section 24 of the Master Deed.

On November 30, 2011, the Maiers executed an Assignment of GCE/Assignable Space for Space 38 in favor of Frances Welch. The Assignment cites to Section 24 of the Master Deed that "any parking space not designated as a limited common element shall become a GCE/Assignable Space, which may be assigned by the owner thereof." The Assignment was recorded in the RMC Office at Book 0227, Page 138, on January 10, 2012.

Also on November 30, 2011, the Maiers executed a Title to Real Estate in favor of MacConnell for Unit 405. The deed does not mention parking spaces or Space 38. This deed was recorded in the RMC Office at Book 0252, Page 073 on May 16, 2012.

Shortly after Welch purchased Space 38 on November 30, 2011, MacConnell states that she first became aware that Welch was parking in the space. There is no written record of MacConnell making any objection to Welch using Space 38 until the filing of this lawsuit in July 2017. In fact, MacConnell admits that neither she nor any guest of hers has ever parked in the parking space at issue in this case.

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MacConnell filed this lawsuit on July 19, 2017 seeking quiet title to Space 38. Welch denied the allegations in the Complaint and asserted a Counterclaim for the same relief. Both parties have filed motions for summary judgment.

Standard of Review

Rule 56(c), SCRCP, provides that the Court shall grant summary judgment if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Analysis

The Horizontal Property Act provides that “[e]ach co-owner shall comply strictly with the bylaws...and with the covenants, conditions and restrictions set forth in the master deed.” S.C. Code § 27-31-170. In this case, the Master Deed sets forth specific steps which must be taken in the event a co-owner wishes to convert a General Common Element/Assignable space into a Limited Common Element space. First, the co-owner must elect to designate the space as a Limited Common Element at the time of closing. Second, the Master Deed must be amended to reflect the new designation. Neither of these conditions were met to make Space 38 a Limited Common Element of Unit 405, and thus the Maiers were free to assign Space 38 to Welch.

1. The Maiers Did Not Elect to Designate Space 38 as a Limited Common Element

MacConnell has presented no evidence that the Maiers elected to designate Space 38 as a Limited Common Element at the time of closing. In the deed from the Developer to the Maiers, the term “Limited Common Element” is never used to describe the “additional parking space” being conveyed. Plaintiff relies upon the Developer’s phrase “which shall run with the title” and “shall inure to the benefit of Grantee, his heirs and assigns” in support of her position. MacConnell argues that it is the grantor’s intent that is determinative of the issue. However, according to the Master Deed, it

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is the Owner who elects whether to convert the assignable space into a Limited Common Element attached to the unit. Plaintiff has failed to show that the Maiers made this election. In fact, the Maiers' subsequent conduct is emphatic evidence that they did not elect to convert Space 38 into a Limited Common Element of Unit 405. The Maiers negotiated and sold the rights to Space 38 to Ms. Welch, and executed an Assignment consistent therewith. Presumably the Maiers would not have done this if they reasonably believed they had elected to make Space 38 a Limited Common Element. This is further evidenced by the deed from the Maiers to MacConnell, which conspicuously omits any reference to Space 38 or any parking spaces at all.

2. The Association Did Not Amend the Master Deed to Record Space 38 as a Limited Common Element of Unit 405

Even if one assumes that the language contained in the deed from the Developer to the Maiers is sufficient to show that the Maiers elected to convert Space 38 into a Limited Common Element of Unit 405, the alleged conversion was still ineffective because the Association did not amend the Master Deed to reflect this alleged change in status. At the time of the deed to the Maiers, the Master Deed included a table showing that Space 38 is a GCE-A or General Common Elements – Assignable space.

3. The Maiers Assigned Space 38 to Frances Welch

The Maiers never elected to make Space 38 a Limited Common Element of Unit 405, and the Master Deed was not amended to reflect this change in status. Therefore, the Maiers were free to assign their rights to Space 38 to another co-owner. This is exactly what they did on November 30, 2011 when they executed an Assignment of GCE/Assignable Space to Frances Welch. The Assignment was filed with the Charleston RMC Office and thus served as notice to the world that Welch claimed the exclusive rights to Space 38 by virtue of the Assignment. Thus, the Court finds that Space 38 is a General Common Element – Assignable under the Master Deed, and that it was properly assigned by the Maiers to Welch.

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4. Laches

As a separate and independent basis for relief, Welch is entitled to summary judgment by application of the doctrine of laches. Courts have the inherent power to do all things reasonably necessary to ensure that just results are reached to the fullest extent possible. Jones v. Leagan, 384 S.C. 1, 19 (Ct.App. 2009). The equitable doctrine of laches is defined as “neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done.” Hallums v. Hallums, 296 S.C. 195, 198 (1988). Under the doctrine of laches, if a party, knowing her rights, does not seasonably assert them, but by unreasonable delay causes her adversary to incur expenses or enter into obligations or otherwise detrimentally change her position, then equity will ordinarily refuse to enforce those rights. Chambers of S.C., Inc. v. County Council for Lee County, 315 S.C. 418, 421 (1993). A party seeking to establish laches must show (1) a delay, (2) that was unreasonable under the circumstances, and (3) prejudice. Robinson v. Estate of Harris, 388 S.C. 616, 627 (2010).

MacConnell stated that she first became aware that Welch was parking in “her” space shortly after November 30, 2011. Notwithstanding this clear violation of her alleged rights to Space 38, MacConnell has made the Court aware of no correspondence or other documentation between her and Welch warning or alerting that she considered the space to be reserved for her, until this lawsuit was filed over five (5) years later. In fact, MacConnell admits that neither she nor any of her guests has ever parked in Space 38 since Welch purchased the space from the Maiers. When one considers that MacConnell and Welch have been neighbors since about November 30, 2011, MacConnell’s failure to take any action to enforce her alleged rights to Space 38 rises to a level of willful neglect. A delay of over 5 years is unreasonable under the circumstances.

The Court finds that Welch has been prejudiced by the delay. Had MacConnell objected to the Assignment in a timely manner, Welch could have rescinded the Assignment and recovered her

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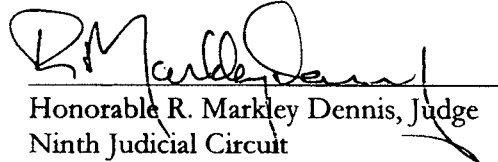
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purchase price. Welch reasonably relied upon having access to Parking Space 38 which she paid for, and with the passage of time it would be more difficult for her to find a replacement parking space. So, even if MacConnell would otherwise prevail on her claim, the doctrine of laches bars her claim to Parking Space 38 at this late hour.

Conclusion

Based on the foregoing, IT IS THEREFORE ORDERED that MacConnell's Motion for Summary Judgment is DENIED. It is FURTHER ORDERED that Welch's Motion for Summary Judgment is GRANTED.

IT IS SO ORDERED.


Honorable R. Markley Dennis, Judge
Ninth Judicial Circuit

Date: 11/26/18

Charleston, South Carolina

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10- 3672

CHRISTIE MacCONNELL,)
Plaintiff,)
vs.)
FRANCES C. WELCH,)
Defendant.)

COMPLAINT
(non-jury)

FILED
2017 JUL 19 AM 11:52
JULIE J. ARISTARCH
CLERK OF COURT
BY _____

COMES NOW YOUR PLAINTIFF, by and through her undersigned attorneys of record,
and complaining of the Defendant, would respectfully show unto this Honorable Court as
follows:

1. The Plaintiff is a citizen and resident of the County of Charleston, State of South Carolina.
2. Upon information and belief, the Defendant is a citizen and resident of the County of Charleston, State of South Carolina.
3. That this matter involves the title to real property located exclusively within the County of Charleston, State of South Carolina.
4. That the Court has both *in personam* jurisdiction and *in rem* jurisdiction over the parties.
5. That the Court has jurisdiction over the subject matter of this action.
6. That venue is proper in this Honorable Court.

**FOR A FIRST CAUSE OF ACTION
QUIET TITLE**

7. Your Plaintiff realleges the allegations contained in paragraphs 1 through 6, *supra* by incorporation, as fully and completely as if each were set forth herein verbatim.

8. That William Maier and Ann M. Maier purchased unit 405 in the Albemarle Horizontal Property Regime, or 498 Ashley Landing Drive, Unit 405, Charleston, South Carolina 29407, (hereinafter "the Condo.") from Riverview Condominium Associates, LLC by deed of 24 January 2005.

9. That Riverview Condominium Associates LLC was the developer of the horizontal property regime known as the Albemarle Horizontal Property Regime.

10. The deed from Riverview Condominium Associates LLC to William Maier and Ann M. Maier was recorded in the Office of the Charleston County Register of Mesne Conveyances at Book F542 at Page 791 on 1 February 2005, and is incorporated herein by reference only as Exhibit 1.

11. That in addition to the Condo, the deed at Exhibit 1 includes one parking space, the Maiers' deed also conveyed an additional parking space known as Lot 38.

12. There are several iterations of covenants and restrictions covering the property in question.

13. Relevant to this claim are those covenants and restrictions which were recorded in the Office of the Charleston County Register of Mesne Conveyances at Book V506 at page 237, which covenants and restrictions were incorporated herein by reference only as Exhibit 2.

14. That the said William Maier and Ann M. Maier, having fee simple title to the Condo, did contract to sell the same to the Plaintiff.

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15. That the sale was effected and Plaintiff purchased the property which was deeded to her by William Maier and Ann M. Maier on 30 November 2011.

16. The deed of purchase was recorded in the Charleston County Register of Mesne Conveyances at Book 0252 at Page 73 on 16 May 2012, and is incorporated herein by reference only as Exhibit 3.

17. The deed from William Maier and Ann M. Maier to Plaintiff conveys the entire fee with all appurtenances to the insured.

18. That on 30 November 2012, on the same day on which William Maier and Ann M. Maier transferred unit 405 to the Plaintiff, they assigned the parking space designated as 38 to Frances C. Welch by "Assignment of GCE/Assignable Space" dated 30 November 2012, and recorded in the Charleston County Register of Mesne Conveyances at Book 0227 at Page 138 on 10 January 2012.

19. This alleged and purported "Assignment of GCE/Assignable Space" is attached incorporated herein by reference only as Exhibit 4.

20. That under the covenants and restrictions at Exhibit 2 were properly recorded and indexed the time the Maiers executed and filed the so called "Assignment of GCE/Assignable Space" at Exhibit 2.

21. The said covenants and restrictions state and stated at the time:

Each one-bedroom and two-bedroom Residence shall have one (1) parking space designated as a Limited Common Element. Each three-bedroom Residence shall have two (2) parking spaces designated at Limited Common Elements. In addition, if an Owner has been assigned an additional parking space in addition to the spaces provided above, he shall at the time of the closing of the purchase of his Residence elect to have that space designated as a Limited Common Element for his Residence, or have it remain as a GCE/Assignable Space as hereinafter defined. If such Owner elects to have the additional space designated as a Limited Common Element for his Residence, the Master Deed shall be amended by the Association to reflect such election. The remaining parking spaces, as well as any

GCE/Assignable Spaces (as hereinafter described in this section which revert to the Association, shall be assigned by the Association for guests, handicapped persons etc.... Exhibit 2, paragraph 24.

22. When the Maiers purchased the additional parking space (hereinafter "Space 38"), they specifically received it from the developer as a Limited Common Element for the Condo.

23. That pursuant to the deed at Exhibit 1, Lot

THE EXCLUSIVE RIGHTS OF the Grantee (the Maiers in this case) to the use of an additional parking space designated as space number 38 which shall run with the title to the said Unit Number 405 in the Albemarle Horizontal Property Regime, and shall inure to the benefit of Grantee his heirs and assigns and shall be binding on Riverview Condominium Associates, LLC, its successors and assigns. Exhibit 4.

24. That Space 38 was inseparable from the Condo at the time the Maiers attempted to pass it to Defendant.

25. That when the Maiers passed the Condo to Plaintiff in fee simple, they also passed with it Space 38 which ran with the title to the Condo.

26. That Defendant was aware or was put on constructive notice by the deed to her predecessors in interest that Space 38 was inseparable and indivisible from the Condo and could not lawfully be transferred to her.

27. As such, Defendant was not a *bona fide* purchaser for value without notice.

28. The Plaintiff is entitled to a judgment quieting title in Space 38 in her favor.

**FOR A SECOND CAUSE OF ACTION
QUIET TITLE**

29. Your Plaintiff realleges the allegations contained in paragraphs 1 through 28, *supra* by incorporation, as fully and completely as if each were set forth herein verbatim.

30. That Plaintiff is the fee owner of Space 38.

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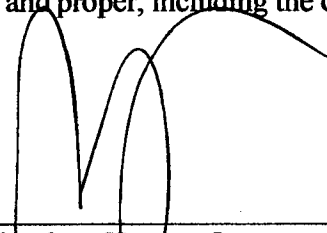
31. That Defendant did, and has repeatedly and intentionally entered upon said Space 38, and has unlawfully and unduly deprived Plaintiff of her lawful right to such property.

32. That as a result of said trespass, Plaintiff is entitled to nominal damages, actual damages in an amount to be proved at trial, and an injunction against Defendant preventing her subsequent entry to said property.

33. That as a result of the intentional nature of the trespass, Plaintiff is entitled to punitive damages in an amount to be proved at trial.

34. Plaintiff is also entitled to the costs of this action.

WHEREFORE, your Plaintiff prays that this Honorable Court investigate the matters set forth herein and upon doing so, finding in favor of Plaintiff and against Defendant and quieting title of Space 38 in Plaintiff and Declaring Defendant to have no right in said property, and awarding nominal damages, actual damages and punitive damages, and granting such other and further relief as this Honorable Court may deem just and proper, including the cost and fees in this action.



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843 416 1047

Counsel for the Plaintiff

Charleston, South Carolina

12 July 2017

000013

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CHRISTIE MacCONNELL,)
)
Plaintiff,)
)
vs.)
)
FRANCES C. WELCH,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-3672

ANSWER AND COUNTERCLAIM

FILED
2017 SEP 18 PM 3:06
CLERK OF COURT

NOW COMES Frances C. Welch, Defendant in the above-captioned action, and hereby submits her Answer and Counterclaim to the Complaint as follows:

1. Welch admits Paragraphs 1-6.

Answering the First Cause of Action
(Quiet Title)

2. In response to Paragraph 7, Welch realleges her prior responses as though restated herein verbatim.
3. Upon information and belief, Welch admits Paragraphs 8-9.
4. Welch denies Paragraph 10, as stated.
5. In response to Paragraph 11, Welch craves reference to the deed in question for its terms and denies anything inconsistent therewith.
6. In response to Paragraphs 12-13, Welch craves reference to the covenants and restrictions referenced for the terms thereof and denies anything inconsistent therewith.
7. Paragraphs 14-15 state a legal conclusion which requires no response from Welch. To the extent a response is required, Welch denies Paragraphs 14-15.
8. In response to Paragraphs 16-17, Welch craves reference to the deed in question for its terms and denies anything inconsistent therewith. Welch would further note that the deed attached

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to the Complaint as an exhibit appears to be an incomplete copy. To the extent Paragraph 17 states a legal conclusion, it requires no response from Welch and thus same paragraph is denied.

9. In response to Paragraph 18, Welch craves reference to the assignment in question for its terms and denies anything inconsistent therewith.
10. Welch denies Paragraph 19 as there is no Exhibit 4 attached to the Complaint she received.
11. Welch denies Paragraph 20 as stated and demands strict proof thereof.
12. In response to Paragraph 21, Welch craves reference to the covenants and restrictions at issue for their terms and denies anything inconsistent therewith.
13. Welch denies Paragraphs 22-28 and demands strict proof thereof.

Answering the Second Cause of Action
(Quiet Title)

14. In response to Paragraph 29, Welch realleges her prior responses as though restated herein verbatim.
15. Welch denies Paragraph 30 and demands strict proof thereof.
16. In response to Paragraph 31, Welch admits only that she has regularly made use of Space 38 consistent with her ownership thereof, and denies the remainder of Paragraph 31.
17. Welch denies Paragraphs 32-34 and demands strict proof thereof.
18. Welch denies the remaining allegations not previously answered, including but not limited to the prayer for relief.

Further Answering the Complaint
And as an Affirmative Defense Thereto
(Failure to State a Claim)

19. The Plaintiff's Complaint must be dismissed because it fails to state a claim upon which relief may be granted.

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Further Answering the Complaint
And as an Affirmative Defense Thereto
(Statute of Limitations)

20. The Plaintiff's claims must be dismissed because they were not brought within the relevant Statute of Limitations.

Further Answering the Complaint
And as an Affirmative Defense Thereto
(Statute of Frauds)

21. The Plaintiff's claims are barred by application of the Statute of Frauds.

Further Answering the Complaint
And as an Affirmative Defense Thereto
(Waiver, Laches and Estoppel)

22. The Plaintiff's claims are barred by the doctrines of waiver, laches, and/or estoppel.

Further Answering the Complaint
And as an Affirmative Defense Thereto
(Failure of Consideration)

23. The Plaintiff's claims fail because there was a lack of consideration for the purported transfer of the property at issue.

Further Answering the Complaint
And as an Affirmative Defense Thereto
(Impermissible Restraint on Property)

24. The Plaintiff's claims fail because Plaintiff's interpretation of the deed from developer to Maier would effect an impermissible restraint on property in violation of public policy as well as statutory and common law precedent such as prohibition of fee tail and Rule Against Perpetuities.

Further Answering the Complaint
And as a Counterclaim Against Plaintiff
(Quiet Title/Declaratory Judgment)

25. This Court has jurisdiction over Welch's Counterclaims.

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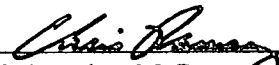
26. On or about November 30, 2012, William Maier and Ann M. Maier conveyed Parking Space 38 to Welch by virtue of an assignment recorded in the Charleston County RMC Office at Book O227, Page 138.
27. The aforementioned assignment was recorded on January 10, 2012.
28. Welch paid valuable consideration to the Maiers in exchange for Parking Space 38.
29. Welch has continuously used Parking Space 38 for her own personal use, excluding all others, since the time of purchase.
30. Welch is entitled to a Judgment declaring Parking Space 38 to be her real property, and/or a Judgment quieting title to Parking Space 38 in the name of Welch.
- WHEREFORE, Welch prays this Honorable Court dismiss the Plaintiff's claims and award Welch a Judgment quieting title to Parking Space 38 in her favor.

REEVES LAW, P.A.

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Attorneys for Frances C. Welch

September 15, 2017

Charleston, South Carolina

000017

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	
Christie MacConnell,	)	CASE NO. 2018-CP-10-03672
	)	
PLAINTIFF,	)	TRANSCRIPT OF RECORD
	)	
VS.	)	
	)	
Frances Welch,	)	
	)	
DEFENDANT.	)	
	)	

January 11, 2018

Charleston, South Carolina

B E F O R E:

The Honorable R. Markley Dennis

A P P E A R A N C E S:

M. Richardson Hyman, Esquire
For the Plaintiff

Christopher Michael Ramsey, Esquire
For the Defense

James E. Reeves, Esquire
For the Defense

Certified Transcript Provided For: M. Richardson Hyman, Jr.

Phyllis Norton, CVR-Master, Nationally Certified Verbatim Court Reporter
636 Long Point Road, Unit G, #74, Mt. Pleasant, South Carolina 29464
PNorton@sccourts.org

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I N D E X

HEARING -- 03

EXHIBITS - None Proffered

CERTIFICATION OF TRANSCRIPT -- 19

If you need an additional copy of this transcript or a sealed transcript or if opposing counsel requires a copy of the transcript, you should contact the court reporter.

Certification will satisfy Rule 80, Stenographic Report of Transcript as Evidence.

1 THE COURT: If you will identify yourselves and the
2 party or parties you are representing, please.

3 MR. HYMAN: Your Honor, I am representing Christie
4 MacConnell. And my name is Richard Hyman.

5 THE COURT: Thank you, Mr. Hyman.

6 MR. RAMSEY: I am representing Francis C. Welch. And
7 my name is Chris Ramsey with the Bostic Law Firm.

8 THE COURT: Thank you, Mr. Ramsey.

9 MR. REEVES: Your Honor, Jimmy Reeves. I am also
10 representing Fran Welch. Mr. Ramsey will cover the
11 argument.

12 THE COURT: Thank you, Mr. Reeves. Appreciate it.

13 MR. REEVES: Thank you, Your Honor.

14 THE COURT: All right. It appears to be motion for
15 summary judgments. Filed by each party?

16 MR. HYMAN: Yes, sir.

17 THE COURT: So y'all agreed that somebody it entitled
18 to a decision as a matter of law?

19 MR. HYMAN: I think so. There are a few facts in
20 dispute ---

21 THE COURT: And let me -- let me tell you why I asked
22 that question, Mr. Hyman. I don't quarrel. Y'all know more
23 about it than I know right now other than what I reviewed
24 quickly in the file.

25 I made -- I had a motion that I argued -- or had a

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1 motion for summary judgment, cross-motions, in Beaufort in
2 1997. And I asked that question, do you agree, because
3 obviously one of you is right if there are no issues of
4 fact. I ruled, and they appealed it and said there were
5 issues of fact. And the court said, yeah, there were.
6 So ---

7 MR. HYMAN: I will tell you this, Your Honor. I
8 believe that there is no dispute of fact as to what we have
9 alleged. There is a dispute of fact as to a couple of
10 things that they have alleged, and I am not sure they are
11 material.

12 THE COURT: Okay. Well, that is fine. Let me hear it.
13 But we will make a call. Thank you.

14 MR. RAMSEY: And, Your Honor, ---

15 THE COURT: Yes.

16 MR. RAMSEY: --- before we get started may I approach
17 with my memo and ---

18 THE COURT: Oh, sure. But you have filed it, haven't
19 you?

20 MR. RAMSEY: Yes, Your Honor.

21 THE COURT: Okay. I have the file. So that is fine.
22 But thank you so much.

23 MR. RAMSEY: Yes, sir.

24 (WHEREUPON, document provided to the court.)

25 THE COURT: I appreciate it.

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1 MR. HYMAN: I don't want to move quickly -- through
2 this too quickly, Your Honor. So if you want more detail
3 about something ---

4 THE COURT: No, you ---

5 MR. HYMAN: --- please let me know.

6 THE COURT: Argue what you think -- first of all, all
7 memorandum, all submissions that have been filed in
8 conjunction with these motions, are incorporated fully for
9 purposes of review and you may rely on the positions stated
10 therein and the support for them.

11 MR. HYMAN: And that is why I will probably move fast,
12 Your Honor.

13 THE COURT: That is fine.

14 MR. HYMAN: I know Your Honor is going to read these
15 things.

16 This involves a parking space at a condominium complex.
17 In the beginning the developer sold Unit 405 to some people
18 named the Maiers. They also sold an additional parking lot
19 to the Maiers. The Maiers turned around and sold Unit 405
20 to my client. The Maiers sold the additional parking lot to
21 Ms. Welch, Mr. Reeves' other client.

22 Now I believe that we all would agree this much, that
23 if the parking lot was designated under the covenants and
24 restrictions as a limited common element that it is
25 inseparable from the feet of the unit to which it was

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1 assigned; if it was not a limited common element and a
2 general common element, it was assignable.

3 Now we take the position that it was a limited common
4 element. And the reason we do that is is that the
5 definitions of the covenants and restrictions lay this out
6 very clearly, each one-bedroom and two-bedroom residence
7 shall have one parking space.

8 THE COURT: That is a part of the supplement. We don't
9 need to read it.

10 MR. HYMAN: Okay.

11 THE COURT: You believe it is defined. And I guess
12 that becomes a question of fact -- that may become a
13 question of fact. Although it is construing a contract
14 obviously is a matter of law so.

15 MR. HYMAN: Correct.

16 THE COURT: Okay.

17 MR. HYMAN: And this is actually the construction of a
18 deed.

19 THE COURT: Okay.

20 MR. HYMAN: The deed conveying the parking lot to the
21 Maiers states that the Grantee to use of an additional
22 parking space designated as Space Number 38 which shall run
23 with the title to the said Unit Number 405 in the Albemarle
24 Horizontal Property Regime, and shall inure to the benefit
25 of the Grantee his heirs and assigns, and shall be binding

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1 on Riverview Condominium Associates, LLC, its successors and
2 assigns.

3 Now we believe that that document created a limited
4 common elements transfer. The definition of a limited
5 common elements transfer says that it cannot be separated
6 from the residence to which it appertains. And that is
7 Exhibit 2, Paragraph 5. That is the covenants and
8 restrictions.

9 But you look at that language. And you have to look at
10 the language of a deed upon its face. The case law is
11 clear. And I am not going to go into the citations. I have
12 cited them in the brief, and I trust the court will review
13 them.

14 THE COURT: Well, if you have something to convey in
15 the first place, if you can't go around it. But I mean I
16 can sign a deed for this courthouse and until you -- I can
17 prepare a deed for the courthouse and sign it to you and
18 file it, and you can go and record it; but if I didn't own
19 the courthouse, you didn't -- you have got nothing but the
20 paper that it is written on.

21 MR. HYMAN: I agree with that.

22 THE COURT: Okay. So I mean ---

23 MRY. HYMAN: I think ---

24 THE COURT: --- the fact that the deed sets it forth
25 really doesn't ---

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1 MR. HYMAN: Well, I think we are both in agreement that
2 the people who issued this deed to the Maiers had good title
3 to it and had the ability to -- I think they would
4 stipulate. We all would.

5 THE COURT: Well, if you stipulate the deed contained a
6 matter that they had a right to convey then I want to hear
7 why I shouldn't grant your summary judgment.

8 MR. HYMAN: Okay. I can't think of a reason, Your
9 Honor.

10 THE COURT: Tell me why.

11 MR. RAMSEY: Your Honor, again, this is -- this comes
12 under the Horizontal Property Regime. There is a lengthy
13 master deed which I have enclosed.

14 THE COURT: I see that.

15 MR. RAMSEY: If, Your Honor, you would turn to
16 Exhibit 2 it is a blown up section of one portion of that
17 master deed. And this is where the Association or actually
18 the developer has set forth, as Mr. Hyman stated, there are
19 parking spaces that are assigned to specific units from the
20 outset. Those are the limited common elements.

21 And then you also have these that are called general
22 common elements, dash, assignable. And those are indicated
23 by a GCE ---

24 THE COURT: I see that.

25 MR. RAMSEY: --- dash-A.

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1 THE COURT: Okay.

2 MR. RAMSEY: Now, Your Honor, the parking space that is
3 at issue here is Parking Space Number 38. If Your Honor
4 looks over, it is three columns over.

5 THE COURT: I see it.

6 MR. RAMSEY: If you look over to the immediate right it
7 indicates -- the master deed indicates that that is a GCE-A
8 space. So it is general common elements is assignable to
9 whomever.

10 THE COURT: Right.

11 MR. RAMSEY: Now what Mr. Hyman is arguing is that by
12 virtue of this deed from the developer that it somehow
13 transformed that designation into a limited common element
14 that is attached now to that -- to Unit 405.

15 Your Honor, the master deed speaks to this. And I
16 won't quote from the brief or anything. But the master deed
17 speaks to this and says what one has to do when they want to
18 convert a general common element assignable into one that is
19 connected to the unit.

20 THE COURT: Right.

21 MR. RAMSEY: It says that the new owner, not the
22 developer -- or the -- not the Grantor or the developer, it
23 says the new owner must elect that they want that to be the
24 case, that they want that limited common element to be part
25 of their -- connected to their unit.

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1 Your Honor, there is just a -- there is an absence of
2 any documentary evidence that the Maiers, the transferees
3 here that are the Grantees, ever made that -- made such an
4 election.

5 In addition, it is I think it is beyond dispute that --
6 and this is something the master deed says has to happen.
7 The master deed must be amended to reflect that it is no
8 longer a GCE-A space but now it is ---

9 THE COURT: It is assigned to that unit.

10 MR. RAMSEY: --- but now it is assigned to that
11 specific unit. And I think it is beyond dispute that that
12 never happened.

13 Now so our position, Your Honor, would be that even if
14 there is some language in the deed from the developer down
15 to the Maiers that may suggest that, you know, again, that
16 is what the developer put in that deed, that the Maiers
17 still had the right to elect whether they wanted that to be
18 a limited common element or whether they wanted it to remain
19 an assignable element.

20 So fast forward about five years, the Maiers actually
21 sold to Ms. Welch -- or assigned to her that -- that -- that
22 extra parking space.

23 And just so Your Honor knows, Unit 405 already has a
24 limited common element space. The developer -- I mean the
25 facts are unclear -- we don't know -- for whatever reason

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1 the developer also conveyed an additional parking space.
2 Maybe to sell -- maybe in an effort to try to sell the unit
3 or whatever. Maybe as some sort of extra incentive.

4 But basically the Maiers assigned this additional
5 parking space, which is designated as a general common
6 element assignable, they assigned that to Ms. Welch. She,
7 you know, paid consideration for it. And that was then --
8 that assignment was filed over in the RMC Office. That
9 occurred about November 30th, 2011, Your Honor.

10 We sent discovery to the other side. They admitted
11 that shortly after that assignment on November 30th, 2011,
12 Ms. MacConnell knew that Ms. Welsh was parking in that
13 space.

14 There's no written documentation or anything of record
15 that she ever objected to this. This happened in 2011, and
16 it is still going on today. Ms. Welch is still parking in
17 that parking space.

18 In addition, in response to some requests to admit,
19 they also admitted that Ms. MacConnell or any of her
20 invitees has never ever parked in that parking space.

21 The first Ms. Welch learned that there was really --
22 you know, at least in writing that there was any kind of
23 issue, was when this lawsuit was filed nearly six years
24 later.

25 So, Your Honor, we think in addition to just our legal

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1 arguments that it is a -- that it is a general common
2 element, it is assignable, it never was converted to a
3 limited common element, that there is the legal issue there
4 that they never complied with the master deed if they wanted
5 it to be a limited common element.

6 We don't think they did, because obviously several
7 years later they turned around and assigned it to somebody
8 indicating they didn't think it was a limited common
9 element.

10 So we think in addition to that legal issue there are
11 some equities here where for the last six years the parties
12 have acted as though this is Frances Welch's space. She
13 paid for it.

14 This is the first we are learning that there is an
15 issue with respect to that space where they are claiming
16 that they are entitled to ownership.

17 In addition, Your Honor, the Association -- in doing
18 some research -- you will see on our Exhibit 8 the
19 Association recognized there might be an issue that people
20 were conveying these parking spaces and nobody knew who
21 had -- who had what.

22 So the Association last year went through and did some
23 research and made it -- and said -- and I will let Your
24 Honor read Exhibit 8 for yourself.

25 But basically the Association did research on this

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1 subject, went through the Charleston County records and made
2 determinations about which spaces were still assignable and
3 which ones were limited common elements and were designated
4 as belonging to certain units.

5 And on the table that is attached to that, Your Honor,
6 it states that Parking Space 38 is a limited common element
7 belonging to Unit 404.

8 THE COURT: Which is ---

9 MR. RAMSEY: Unit 404 is Ms. Welch's.

10 THE COURT: Which -- okay.

11 MR. RAMSEY: So, Your Honor, we think, again, as a
12 matter of law, the Association backs our position; and also
13 the equities are just in our favor that for the last six
14 years this is how they treated this.

15 THE COURT: Thank you, sir.

16 MR. RAMSEY: Thank you.

17 THE COURT: Mr. Hyman.

18 MR. HYMAN: Thank you. Unit 8 -- Exhibit 8 is
19 precisely the one issue that I have an issue with. It was
20 not provided to me that I am aware of before today. I am
21 entitled to 48-hours' notice.

22 THE COURT: Okay. Well, you have got it.

23 MR. HYMAN: And it is not authenticated and it is
24 hearsay. But, even so, it says that they didn't keep
25 records back then. The real question is is the definition

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1 of what -- I would suggest that the act of entering this
2 into the master deed is ministerial. It is the election of
3 the person purchasing the property and what the deed shows
4 is the election made.

5 THE COURT: Yeah, but you would agree with me that the
6 deed that was conveyed that you are arguing has to be
7 construed in conjunction with the master deed, would you
8 not? I mean the master deed ---

9 MR. HYMAN: Of course.

10 THE COURT: The master deed is the overriding
11 document ---

12 MR. HYMAN: I think it must be construed ---

13 THE COURT: --- for everyone.

14 MR. HYMAN: Absolutely.

15 THE COURT: So my question is this. As I understand it
16 there is a method that is set forth in the master deed of
17 how you may accomplish; and your persons may well have been
18 able to accomplish that, but they did not take the steps
19 necessary; correct?

20 MR. HYMAN: Well, I think that the evidence shows to
21 the contrary.

22 THE COURT: I am just -- the evidence that you are
23 arguing is they signed the deed, which I understand is your
24 position, where they say I am transferring this to you;
25 correct?

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1 MR. HYMAN: It is more than that. Much more.

2 THE COURT: What is more than that?

3 MR. HYMAN: Okay. How the master deed defines it ---

4 THE COURT: No, I am asking you what -- you agree that
5 your -- that your -- the person -- the Grantor never did
6 anything. Because as I understand it, it would have been
7 the then -- then Grantor should have done something to have
8 that changed before they signed such deed?

9 MR. HYMAN: I do not agree to that, particularly when
10 the document says that they did not maintain the records
11 correctly.

12 THE COURT: Well, then you are saying there is an issue
13 of fact.

14 MR. HYMAN: In regard to -- I told you in regard to
15 them ---

16 THE COURT: So ---

17 MR. HYMAN: --- that would be one issue of fact.

18 THE COURT: All right. So y'all -- I understand we are
19 talking about a parking place. And it must be extremely
20 valuable. But y'all are going to spend the money to have
21 this thing argued and try it?

22 MR. HYMAN: We are hoping not to.

23 THE COURT: Well, I understand that. But you just
24 created a reason for you to -- if I -- if I do what I am
25 willing to do, no problem, read these documents and make a

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1 determination, but then you file an appeal and say, oh, no,
2 no, I argued it, there was -- there is a question of fact as
3 to whether these are appropriate records.

4 MR. HYMAN: I agree. But I don't think ---

5 THE COURT: Well, if you agree then you are going to
6 try it.

7 MR. HYMAN: Unless -- and I will just say this to get
8 it on the record and sit down, Your Honor: Unless the
9 language of the document itself transmutes this into a
10 limited common element.

11 And I suggest that it does ---

12 THE COURT: The language of what -- when you say the
13 document what is the document?

14 MR. HYMAN: If the deed, the language of the deed ---

15 THE COURT: Which deed?

16 MR. HYMAN: The deed to our -- all of our predecessor
17 members, the person through whom we both claim. If the deed
18 to that person makes it a limited common elements by
19 definition then the question of ---

20 THE COURT: But you agree with me -- the only
21 definition I have of a common element is what has been
22 stated thus far. I will read it, but it says certain things
23 that have to be done.

24 MR. HYMAN: No, sir, I think it says this, in
25 Exhibit 2, Paragraph 5 -- I would ask the court. It says a

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1 limited common element cannot be separated from the
2 resident -- residence in which appertains ---

3 THE COURT: I understand. That is ---

4 MR. HYMAN: This language clearly says it can't be
5 separated.

6 THE COURT: Mr. Hyman, I am not quarreling with whether
7 it can be separated if it is a limited common -- what it
8 says in order to make it a limited common element you have
9 certain things would have to be done; correct?

10 MR. HYMAN: It says that.

11 THE COURT: Okay. Well, that is precisely my point.
12 And you agree that that was not done?

13 MR. HYMAN: No, sir, I don't agree.

14 THE COURT: Okay. Well, then why is -- why -- well, it
15 is obvious that it wasn't changed. Are you saying that he
16 has got documentation to show that it was? That the person
17 -- that the person that had the -- what you -- what you are
18 saying is -- I understand if you are claiming a limited
19 common element that you can transfer that and you have the
20 right to do so and that is -- and therefore it is not this
21 generally assignable. And I am using my language to try to
22 distinguish these.

23 You are claiming that it was never -- at the time that
24 this person -- when he conveyed it to the Grantee that was
25 evidence that this was a limited common element?

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1 MR. HYMAN: I believe that that -- that the grant shows
2 that election being made.

3 THE COURT: And that is what you are relying on that
4 creates the limited common element?

5 MR. HYMAN: That is what I am relying on.

6 THE COURT: Okay. Well, then that gives me a basis for
7 it. I will look at it and make -- give you -- give you my
8 opinion. Okay.

9 MR. HYMAN: Thank you, Your Honor.

10 THE COURT: Thank you, very much. I appreciate it.

11 MR. RAMSEY: Thank you, Your Honor.

12 MR. REEVES: Thank you.

13 THE COURT: What is -- what is the paragraph in the
14 master deed that sets forth what you stated?

15 MR. RAMSEY: Your Honor, I believe it is Section 24.

16 THE COURT: Okay. I will read all of it. I just
17 wanted to look at that too. Thank you.

18 And your -- your deeds is a part of the record as
19 well, ---

20 MR. HYMAN: Yes, sir.

21 THE COURT: --- as I recall. Yes, sir. Thank you so
22 much.

23 (WHEREUPON, the hearing concluded.)

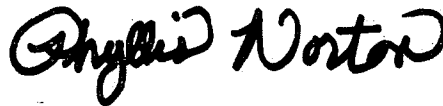
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(NOTE: Please contact the court reporter for additional copies or certified transcripts.)

CERTIFICATE

I, the undersigned Phyllis Norton, Official Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all proceedings had and evidence introduced in the captioned case, relative to appeal, in the court for South Carolina, on January 11, 2018.

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

A handwritten signature in black ink that reads "Phyllis Norton". The signature is written in a cursive, flowing style.

PHYLLIS NORTON, CVR

Date: May 16, 2018

*Certified Transcript Provided For: M. Richardson Hyman, Jr.
Certification Reference #2018-0516 Original*

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CHRISTIE MacCONNELL,)
)
Plaintiff,)
)
vs.)
)
FRANCES C. WELCH,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-3672

NOTICE OF MOTION AND MOTION

FILED
2017 OCT -3 PM 4:47
CLERK OF COURT

NOTICE OF MOTION

TO JAMES E. REEVES, ESQUIRE, Attorney for the Defendant

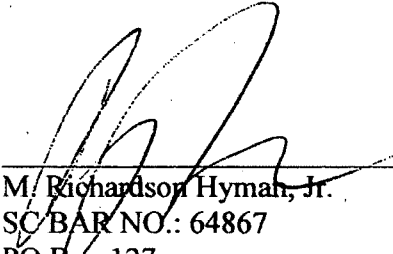
TO CHRISTOPHER M. RAMSEY, ESQUIRE, Attorney for the Defendant

YOU WILL PLEASE TAKE NOTICE that the Plaintiff shall move this Honorable Court for an Order, on the tenth day hereafter at 10:00 o'clock a.m. at the Charleston County Courthouse located at 100 Broad Street, Charleston, South Carolina 29401 or at such time and place as may be convenient for counsel and the Court, granting summary judgment unto Plaintiff.

MOTION

COMES NOW YOUR PLAINTIFF, by and through her undersigned attorneys of record, and in accordance with the provisions of SCRCP 56, does move this Honorable Court for an order granting unto Plaintiff summary judgment against Defendant with there being no genuine dispute of material fact and the Plaintiff entitled to judgment as a matter of law, as may be more fully explained in a memorandum in support of this motion.

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M. Richardson Hymah, Jr.
SC BAR NO.: 64867
PO Box 127
Charleston, South Carolina 29402
843 416 1047

Counsel for the Plaintiff

Charleston, South Carolina

29 September 2017

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-3672

CHRISTIE MacCONNELL,)
Plaintiff,)
vs.)
FRANCES C. WELCH,)
Defendant.)

Memorandum in Support of Motion for
Summary Judgment

FILED
2017 OCT -3 PM 4:47
CLERK OF COURT

FACTS:

1. That this matter involves the title to real property located exclusively within the County of Charleston, State of South Carolina.¹
2. That William Maier and Ann M. Maier purchased unit 405 in the Albemarle Horizontal Property Regime, or 498 Ashley Landing Drive, Unit 405, Charleston, South Carolina 29407, (hereinafter "the Condo.") from Riverview Condominium Associates, LLC by deed of 24 January 2005.²
3. That Riverview Condominium Associates LLC was the developer of the horizontal property regime known as the Albemarle Horizontal Property Regime.³
4. The deed from Riverview Condominium Associates LLC to William Maier and Ann M. Maier was recorded in the Office of the Charleston County Register of Mesne Conveyances at Book F542 at Page 791 on 1 February 2005, and is incorporated herein reference

¹ Allegation 3 of the Complaint, admitted by Defendant in Answer.

² Allegation 8 of the Complaint, admitted by Defendant in Answer.

³ Allegation 9 of the Complaint, admitted by Defendant in Answer.

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as Exhibit 1.⁴ Furthermore, the deed at Exhibit 1 was duly indexed in the indexes of the Charleston County RMC.⁵

5. There are several iterations of covenants and restrictions covering the property in question.

6. Relevant to this claim are those covenants and restrictions which were recorded in the Office of the Charleston County Register of Mesne Conveyances at Book V506 at page 237, which covenants and restrictions were incorporated in part herein as Exhibit 2.⁶

7. That the said William Maier and Ann M. Maier, having fee simple title to the Condo, did contract to sell the same to the Plaintiff.⁷

8. That the sale was effected and Plaintiff purchased the property which was deeded to her by William Maier and Ann M. Maier on 30 November 2011.⁸

9. The deed of purchase was recorded in the Charleston County Register of Mesne Conveyances at Book 0252 at Page 73 on 16 May 2012, and is incorporated herein as Exhibit 3.⁹

10. That on 30 November 2012, on the same day on which William Maier and Ann M. Maier transferred unit 405 to the Plaintiff, they assigned the parking space designated as 38 to Frances C. Welch by "Assignment of GCE/Assignable Space" dated 30 November 2012, and recorded in the Charleston County Register of Mesne Conveyances at Book O227 at Page 138 on 10 January 2012.

⁴ Defendant in her replies to requests to admit, admits the authenticity of Exhibit 1. The exhibit is appended to the Requests to Admit filed with this Motion. Certification of the Charleston County RMC Office demonstrates the date of recordation.

⁵ Defendant in her replies to requests to admit, admits the deed was duly indexed.

⁶ Defendant in her replies to requests to admit, admits the authenticity of Exhibit 2 and that it was properly recorded and was duly indexed. The exhibit is appended to the Requests to Admit filed with this Motion.

⁷ Affidavit of Plaintiff.

⁸ *Id.*

⁹ The exhibit is appended to the Requests to Admit filed with this Motion. Its authenticity has been admitted. See also affidavit of Plaintiff.

11. Both Plaintiff and Defendant now claim legal ownership over the parking space.

DISCUSSION

Under the provisions of SCRCP 56, a party may move for summary judgment when the material facts are not in genuine dispute and the moving party can demonstrate that he or she is entitled to judgment as a matter of law. The facts above, are not in genuine dispute. It is up to the Court to determine the title of the property in question based on the deeds, covenants, restrictions, and the law of the State of South Carolina.

This case deals with a parking space at a horizontal property regime in Charleston County. In this case, it is unambiguously clear that the Plaintiff's predecessor's in interest deeded the parking space to the Defendant. However, the question of whether or not the Plaintiff's predecessor in interest had the ability or authority to transfer the parking space to the Defendant or whether the parking space runs with the condominium, which no party disputes was conveyed to the Plaintiff.

The question is controlled by the covenants and restrictions for the apartment complex in question. The portion of the covenants and restrictions in question are at paragraph 24 of Exhibit 2. (The authenticity of this Exhibit has been admitted by Defendant as well as the fact that it was duly indexed and that it was recorded in the Charleston County RMC at the time that the Plaintiff's predecessor in interest attempted to transfer the parking space to Defendant. The duly recorded and indexed covenants and restrictions state:

Each one-bedroom and two-bedroom Residence shall have one (1) parking space designated as a Limited Common Element. Each three-bedroom Residence shall have two (2) parking spaces designated at Limited Common Elements. In addition, if an Owner has been assigned an additional parking space in addition to the spaces provided above, he shall at the time of the closing of the purchase of his Residence elect to have that space designated as a Limited Common Element for his Residence, or have it remain as a GCE/Assignable Space as hereinafter defined. If such Owner elects to have the additional space designated as a Limited Common

Element for his Residence, the Master Deed shall be amended by the Association to reflect such election. The remaining parking spaces, as well as any GCE/Assignable Spaces (as hereinafter described in this section which revert to the Association, shall be assigned by the Association for guests, handicapped persons etc... . Exhibit 2, paragraph 24.

Under this provision, when the Plaintiff's predecessor in interest purchased the parking space, they had two options. The space could have been "designated as a Limited Common Element for [their] Residence," or alternately, it could have been designated as a "GCE/Assignable Space."

Under the covenant, at paragraph 5, it specifically states that

The percentage interest in the common elements, both general common elements and limited common elements, **cannot be separated from the Residence to which it appertains** and shall be automatically conveyed or encumbered with the Residence even though such interest is not expressly mention or described in the deed, mortgage or other instrument. Exhibit 2, paragraph 5. (Emphasis added).

The **only** exception to this rule is the case of General Common Element or GCE parking spaces. Under paragraph 24, special rules are given in regard to GCE spaces. Under paragraph 24, an owner of a GCE space may in fact assign ownership of a GCE space to another condo owner "providing the Association with written notice of such assignment." However, this exception is the only exception. If the Plaintiff's predecessors in interest had a GCE space, then they were at liberty *arguendo* in theory, to convey it to Defendant assuming they did so in compliance with the provisions of the other rules in the covenants. However, if the Plaintiff's predecessor in interest owned the parking space as a Limited Common Element, the space "**cannot be separated from the Residence to which it appertains** and shall be automatically conveyed or encumbered with the Residence.... ." (Exhibit 2, para. 5)

To determine how the Plaintiff's predecessors held the interest, one need look no further than their own grant. In fact, the Court is exclusively limited to considering only the grant to Plaintiff's predecessors in interest. In construing a deed, "the intention of the grantor must be

ascertained and effectuated, unless that intention contravenes some well settled rule of law or public policy.” *Wayburn v. Smith*, 270 S.C. 38, 41, 239 S.E.2d 890, 892 (1977). “In determining the grantor’s intent, the deed must be construed as a whole and effect given to every part if it can be done consistently with the law.” *Gardner v. Mazingo*, 293 S.C. 23, 25, 358 S.E.2d 390, 391-92 (1987). **“The intention of the grantor must be found within the four corners of the deed.”** *Id.* at 25, 358 S.E.2d at 392. (Emphasis added).

The deed to the Plaintiff’s predecessors in interests can only be construed one way and that is that the grant of the parking space was a grant as a limited common element. The deed in question is Exhibit 1, and the granting language therein states in relevant part:

TOGETHER WITH THE EXCLUSIVE RIGHTS OF the Grantee the use of an additional parking space designated as space number 38 which shall run with the title to the said Unit Number 405 in the Albemarle Horizontal Property Regime, and shall inure to the benefit of Grantee his heirs and assigns and shall be binding on Riverview Condominium Associates, LLC, its successors and assigns.

Keeping in mind that GCE spaces **can** be alienated under the covenants and restrictions and Limited Common Elements cannot, the Court can clearly see that the grantor unambiguously and expressly intended parking space number 38 to “run with the title to the said Unit Number 405 in the Albemarle Horizontal Property Regime.” For a covenant to run with the land, there must also be an indication that the parties intended for the covenant to run with the land. *Charping v. J.P. Scurry & Co.*, 296 S.C. 312, 372 S.E.2d 120 (Ct.App.1988). There is no better proof of the developer’s intent that this space was intended to run with Unit 405 than the express language of the grant which says it shall “run with the title to the said Unit Number 405 in the Albemarle Horizontal Property Regime... .” It is clear, it is unambiguous, it is black letter, and it is dispositive.

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As stated above, the sole source of the grantor's intent is the language within the four-corners of the deed. However, if that were not enough, if one considers the grant in the context of the circumstances, only one conclusion can be reached, and it is the same conclusion. If there is any question, one can consider it in context. If the grantor had wished for the grant to be divisible from Unit 405 and be allowed to revert to the HOA or be assigned to another owner (in other words be a GCE space), placing the words "run with the title to the said Unit Number 405" in the grant creates an absurdity. Constructions which result in an absurdity should be avoided. See *Kitchen v. Southern Ry*, 1 Ann.Cas. 747, 4, 68 S.C. 554, 48 S.E. (1904).

Moreover, words of inheritance were used. All GCE spaces are temporary and revert unless temporarily assigned to another condo owner. However, the key is that they revert to the HOA. Until recently by statutory change, an absence of words of inheritance precluded a full unqualified or fee simple grant in South Carolina. Words of inheritance acted to convey the fullness of the grant. In this case, the grant of the space to unit 405 included words of inheritance which means that the grantor was granting something more than a temporary grant which would revert from the fee at some point in the future. The grant was a permanent and inseparable appurtenance to Unit 405.

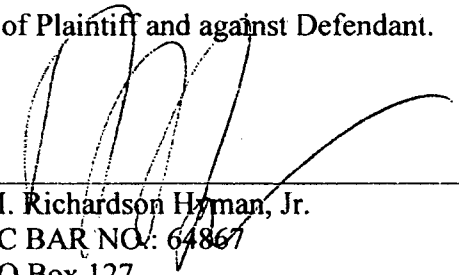
Lastly, the Court should note that there is no basis in this case for the Defendant to claim a valid defense. She may have been a purchaser for value, but that is yet to be seen. She is not, however, a *bone fide* purchaser for value without notice. In looking to the title of the party through whom she claims, she would see that the parking space was an appurtenance of Unit 405, plain and simple, and she would have also seen the covenants and restrictions on file at the time which define the limitations and inalienability of Limit Common Element parking spaces. Either she made no title examination or made one and either failed to pick up the problem or knew of it and

ignored it. It makes no difference, nor does it raise a question of fact to prevent judgment in favor of Plaintiff.

As a matter of law, she was charged with notice of any claim on record, and by her own admission the covenants and restrictions were on record as was the deed of the party through whom she claims, which happens to be the deed on which the express language states that the parking space runs with the land.

CONCLUSION

When the Maiers conveyed Unit 405 to Plaintiff, they conveyed the parking space as an inseparable appurtenance to the land. When the Maiers conveyed the parking space to Defendant, they conveyed nothing because only GCE spaces could be conveyed and space number 38 as clearly a Limited Common Element at that time, which according to the covenants and restrictions **cannot be separated from the Residence to which it appertains**. Accordingly, summary judgment should be granted in favor of Plaintiff and against Defendant.



M. Richardson Hyman, Jr.
SC BAR NO: 64867
PO Box 127
Charleston, South Carolina 29402
843 416 1047

Counsel for the Plaintiff

Charleston, South Carolina

29 September 2017

WHEREAS, at a duly called meeting of the Members of **RIVERVIEW CONDOMINIUM ASSOCIATES, LLC**, a Georgia limited liability company, at which a quorum was present the sale of the below described property was unanimously approved.

STATE OF SOUTH CAROLINA	)	
	)	TITLE TO REAL ESTATE
COUNTY OF CHARLESTON	)	

KNOW ALL MEN BY THESE PRESENTS that, **RIVERVIEW CONDOMINIUM ASSOCIATES, LLC**, a Georgia limited liability company (the "Grantor") in the State aforesaid, for and in consideration of the sum of **FOUR HUNDRED THIRTY FOUR THOUSAND FORTY SEVEN AND 00/100 DOLLARS (\$434,047.00)** to it in hand paid at and before the sealing of these presents by **WILLIAM MAIER AND ANN M. MAIER**, (collectively the "Grantee") in the state aforesaid, for which 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 Grantee as joint tenants with the right of survivorship and not as tenants in common, their heirs and assigns forever, the following described real property, to wit:

RESIDENCE NUMBER 405 in THE ALBEMARLE HORIZONTAL PROPERTY REGIME located in the City of Charleston, County of Charleston and State of South Carolina, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act (Section 27-31-10, et seq., S.C. Code Ann. (1976) as amended) by Master Deed dated August 12, 2004 with appended By-laws and Exhibits including Plat and Plot Plans which Master Deed including the By-laws and Exhibits are recorded in Book V506 at page 237, et seq.; and amended by First Amendment to Master Deed and By-Laws for the Albemarle Horizontal Property Regime dated November 30, 2004 and recorded in Book R517 at page 469; and further amended by Second Amendment to Master Deed and By-Laws for the Albemarle Horizontal Property Regime dated December 28, 2004 and recorded on December 28, 2004 in the Office of the RMC for Charleston County. The Master Deed, By-Laws, Plat and Plot Plan above-mentioned, and the records thereof, are incorporated herein and by this reference are made a part hereof.

SUBJECT to any and all easements, restrictions and rights of way or record.

TOGETHER WITH THE EXCLUSIVE RIGHTS of Grantee to the use of an

additional parking space designated as space number 38 which shall run with title to the said Unit Number 405 in The Albemarle Horizontal Property Regime and shall inure to the benefit of Grantee, his heirs and assigns and shall be binding on Riverview Condominium Associates, LLC, its successors and assigns.

THIS BEING a portion of the property conveyed to Riverview Condominium Associates, LLC, by deed of Albemarle Properties, LLC dated June 3, 2003 and recorded in Book W451 at page 226 in the RMC Office for Charleston County.

TMS#: 421-11-00-222

Grantee's mailing address: 15025 Jockey's Ridge Drive
Charlotte, NC 28277

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, as joint tenants with the right of survivorship and not as tenants in common, their heirs and assigns forever.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, as joint tenants with the right of survivorship and not as tenants in common, their heirs and assigns, against Grantor's successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its Hand and Seal this 24 day of January in the year of our Lord two thousand five and in the two hundred and twenty-eighth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERVIEW CONDOMINIUM
ASSOCIATES, LLC,
a Georgia limited liability company

[Signature]
witness #1
Tamara C. Davie
witness #2

BY: [Signature]
A. H. Applegate
ITS: Managing Member

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 24 day of January, 2005, by Riverview Condominium Associates, LLC, a Georgia limited liability company, by A. H. Applegate its Managing Member.

Tamara C. Davie
Notary Public for South Carolina
My Commission Expires: 8/28/08

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
Closing Date: January 21, 2005

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is Unit 405, 498 Albemarle Road, Charleston, SC FROM Riverview Condominium Associates, LLC TO WILLIAM MAIER AND ANN M. MAIER on January 21, 2005.
3. Check one of the following: **The DEED is**
 - (a) X 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 (exemption) _____
(Explanation If required) _____
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$434,047.00
 - (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 X 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) \$434,047.00 the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) \$434,047.00 Subtract Line 6(b) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transactions as: Attorney
8. Check if Property other than Real Property is being transferred on this Deed.
 - (A) _____ Mobile Home
 - (B) _____ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____ deceased CASE NUMBER _____ Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina: that (s)he has prepared the Deed of Distribution for the Personal Rep. In the Estate of _____ deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.
10. I 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 not more than one year, or both.

Sworn this 21st day of
January, 2005.

Notary Public for South Carolina

My Commission Expires: 11-27-06

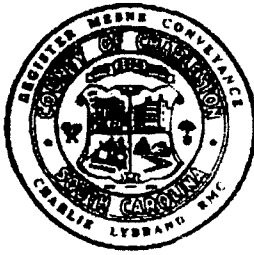
W. E. Applegate, III

Type or Print Name Here

BKF 524 PG 795

RECORDER'S PAGE

This page must remain with
the original document.



Moore & Van Allen
PO Box 22828
Charleston, SC 29413

Recording

Fee 10.00

State

Fee 1129.70

County

Fee 477.95

Postage _____

TOTAL 1617.65

A

FILED

F 524-791

2005 FEB -1 PM 12:42

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

CERTIFIED TRUE COPY
CHARLIE LYBRAND
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, SC
DATE: September 29, 2017
BY: Eloise B. Bagnall

**PID VERIFIED
BY ASSESSOR**

REP [Signature]

DATE 2/14/05

RECEIVED FROM RMC

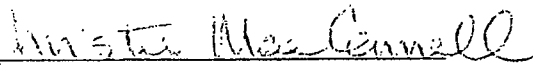
FEB 14 2005

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2017-CP-10-3672
CHRISTIE MacCONNELL,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Affidavit in Support of Motion for
	)	Summary Judgment
FRANCES C. WELCH,	)	
	)	
Defendant.	)	

COMES NOW YOUR CHRISTIE MACCONNELL, who does first swear and depose upon her lawful Oath as follows:

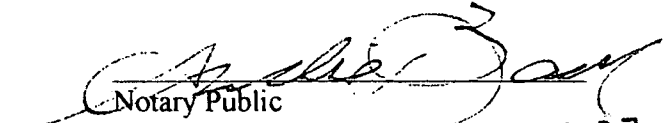
1. I am the Plaintiff in this matter, and a person over the age of eighteen and of sound mind and with personal knowledge of the facts to which I testify herein.
2. I purchased 405 in the Albemarle Horizontal Property Regime, or 498 Ashley Landing Drive, Unit 405, Charleston, South Carolina 29407 from William Maier and Ann M. Maier
3. The deed of purchase was recorded in the Charleston County Register of Mesne Conveyances at Book 0252 at Page 73 on 16 May 2012, and is the deed attached as Exhibit 3 to my Requests for Admission to Plaintiff to be filed simultaneously to this affidavit.
4. This affidavit was prepared for me, but the testimony herein is my own.


Christie MacConnell

000050

Aff. sworn to Plaintiff

SWORN AND SUBSCRIBED to before me by the foregoing Christie MacConnell this
__ day of September 2017.


Notary Public
My commission expires 10.18.22

000051

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2017-CP-10-3672
CHRISTIE MacCONNELL,	)	
	)	
Plaintiff,	)	
	)	FRANCES C. WELCH'S RESPONSES
vs.	)	TO REQUESTS TO ADMIT
	)	
FRANCES C. WELCH,	)	
	)	
Defendant.	)	

The Defendant, Frances C. Welch, by and through her counsel of record, responds to Plaintiff's First Set of Requests to Admit as follows:

1. AUTHENTICITY REQUEST: Please admit that Exhibit 1 hereto is a true and accurate copy of the Deed from Riverview Condominium Associates LLC to William Maier and Ann M. Maier.

Response: Admitted.

2. Please admit that Exhibit 1 was recorded in the Charleston County RMC Office at Book F542 at Page 791 on 1 February 2005.

Response: Denied.

3. Please admit that Exhibit 1 was duly indexed in the Charleston County RMC Office.

Response: Admitted.

4. Please admit that Defendant was charged with imputed or constructive knowledge of her predecessors in interests' deed and its contents as the deed was duly recorded and indexed.

Response: Denied.

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5. AUTHENTICITY REQUEST: Please admit that Exhibit 2 hereto is a true and accurate copy of a portion of the covenants and restrictions for the Albemarle Horizontal Property Regime. (This request does not suggest that Exhibit 2 constitutes all of the covenants and restrictions.)

Response: Admitted.

6. Please admit that Exhibit 2 was duly filed at the Charleston County RMC Office at the time Space 38, as defined in the Complaint, was allegedly conveyed from the Maiers to the Defendant.

Response: Admitted.

7. Please admit that Exhibit 2 was duly indexed in the Charleston County RMC Office.

Response: Admitted.

8. Please admit that Defendant was charged with imputed or constructive knowledge of the covenants and restrictions, including Exhibit 2, at the time the Maiers allegedly transferred Space 38 (as defined the Complaint) to her.

Response: Denied.

9. Please admit that the Maier conveyed unit 405 in the Albemarle Horizontal Property Regime, or 498 Ashley Landing Drive, Unit 405, Charleston, South Carolina 29407, (hereinafter "the Condo.") from Riverview Condominium Associates, LLC by deed of 30 November 2011, which was recorded in the Charleston County Register of Mesne Conveyances at Book 0252 at Page 73 on 16 May 2012. **"An answering party may not give lack of information or knowledge as a reason for failure to admit or deny unless he states that he**

has made reasonable inquiry and that the information known or readily obtainable by him is insufficient to enable him to admit or deny." (SCRCP 36; all emphasis added).

Response: Denied.

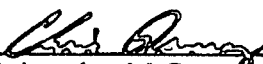
10. AUTHENTICITY REQUEST: Please admit that the document attached hereto as Exhibit 3 is a true and accurate copy of the deed from the Maiers to the Plaintiff for the Condo.

Response: Admitted.

REEVES LAW, P.A.
James E. Reeves, Esq.
400 N. Cedar Street
Summerville, SC 29483
(843) 832-7337
jimmyreeves@ireeves-law.com

AND

THE BOSTIC LAW GROUP, P.A.



Christopher M. Ramsey
2236 Ashley Crossing Drive
Charleston, SC 29414
(843) 571-2525
Fax: (843) 571-7050
cramsey@bosticlaw.com
Attorneys for Frances C. Welch

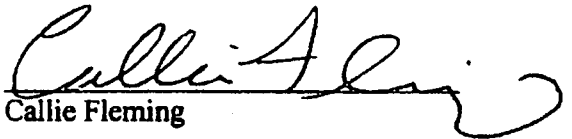
September 15, 2017

Charleston, South Carolina

Certificate of Service

I hereby certify that I have this date served all counsel with the foregoing pleading by causing a true and correct copy of same to be placed in an envelope, proper postage attached, and addressed as follows:

M. Richardson Hyman, Jr., Esq.
P.O. Box 127
Charleston, SC 29402


Callie Fleming

September 15, 2017

Charleston, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-_____

CHRISTIE MacCONNELL,)
Plaintiff,)
vs.)
FRANCES C. WELCH,)
Defendant.)
_____)

PLAINTIFF'S FIRST SET OF REQUESTS TO
ADMIT TO DEFENDANT

TO THE DEFENDANT:

THE PLAINTIFF, in according to the provisions of SCRCP 36, hereby requests that the Defendant admit the following requests to admit. Each request is admitted unless, within 30 days after service of the request, or within such shorter or longer time as the court may allow or as stipulated in writing by the parties pursuant to Rules 29 and 6(b), the Defendants serve upon the undersigned at P.O. Box 127, Charleston, South Carolina 29402, a denial or serve an objection addressed to the matter, signed by the party or by his attorney, but, unless the court shortens the time, a defendant shall not be required to serve answers or objections before the expiration of 45 days after service of the summons and complaint upon him. **"If objection is made, the reasons therefor shall be stated. The answer shall specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter."** (SCRCP 36. All emphasis added). A denial shall fairly meet the substance of the requested admission, and when good faith requires that a party qualify his answer or deny only a part of the matter of which an admission is requested, he shall specify so much of it as is true and qualify or deny the remainder. **"An answering party may not give lack of information or knowledge as a reason for failure to admit or deny unless he states that he has made**

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reasonable inquiry and that the information known or readily obtainable by him is insufficient to enable him to admit or deny.” (SCRCP 36; all emphasis added). A party who considers that a matter of which an admission has been requested presents a genuine issue for trial may not, on that ground alone, object to the request; he may, subject to the provisions of Rule 37(c), deny the matter or set forth reasons why he cannot admit or deny it.

REQUESTS

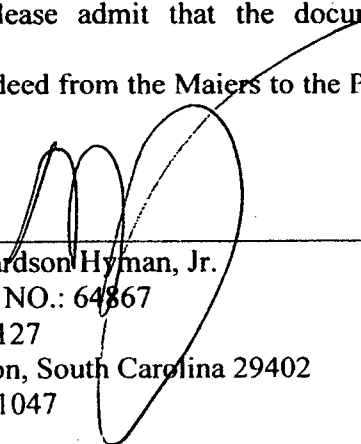
1. AUTHENTICITY REQUEST: Please admit that Exhibit 1 hereto is a true and accurate copy of the Deed from Riverview Condominium Associates LLC to William Maier and Ann M. Maier.
2. Please admit that Exhibit 1 was recorded in the Charleston County RMC Office at Book F542 at Page 791 on 1 February 2005.
3. Please admit that Exhibit 1 was duly indexed in the Charleston County RMC Office.
4. Please admit that Defendant was charged with imputed or constructive knowledge of her predecessors in interests' deed and its contents as the deed was duly recorded and indexed.
5. AUTHENTICITY REQUEST: Please admit that Exhibit 2 hereto is a true and accurate copy of a portion of the covenants and restrictions for the Albemarle Horizontal Property Regime. (This request does not suggest that Exhibit 2 constitutes all of the covenants and restrictions)
6. Please admit that Exhibit 2 was duly filed at the Charleston County RMC Office at the time Space 38, as defined in the Complaint, was allegedly conveyed from the Maiers to the Defendant.

7. Please admit that Exhibit 2 was duly indexed in the Charleston County RMC Office.

8. Please admit that Defendant was charged with imputed or constructive knowledge of the covenants and restrictions, including Exhibit 2, at the time the Maiers allegedly transferred Space 38 (as defined the Complaint) to her.

9. Please admit that the Maier conveyed unit 405 in the Albemarle Horizontal Property Regime, or 498 Ashley Landing Drive, Unit 405, Charleston, South Carolina 29407, (hereinafter "the Condo.") from Riverview Condominium Associates, LLC by deed of 30 November 2011, which was recorded in the Charleston County Register of Mesne Conveyances at Book 0252 at Page 73 on 16 May 2012. **"An answering party may not give lack of information or knowledge as a reason for failure to admit or deny unless he states that he has made reasonable inquiry and that the information known or readily obtainable by him is insufficient to enable him to admit or deny."** (SCRCP 36; all emphasis added).

10. AUTHENTICITY REQUEST. Please admit that the document attached hereto as Exhibit 3 is a true and accurate copy of the deed from the Maiers to the Plaintiff for the Condo:



M. Richardson Hyman, Jr.
SC BAR NO.: 64867
PO Box 127
Charleston, South Carolina 29402
843 416 1047

Counsel for the Plaintiff

Charleston, South Carolina

12 July 2017

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WHEREAS, at a duly called meeting of the Members of RIVERVIEW CONDOMINIUM ASSOCIATES, LLC, a Georgia limited liability company, at which a quorum was present the sale of the below described property was unanimously approved.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that, RIVERVIEW CONDOMINIUM ASSOCIATES, LLC, a Georgia limited liability company (the "Grantor") in the State aforesaid, for and in consideration of the sum of FOUR HUNDRED THIRTY FOUR THOUSAND FORTY SEVEN AND 00/100 DOLLARS (\$434,047.00) to it in hand paid at and before the sealing of these presents by WILLIAM MAIER AND ANN M. MAIER , (collectively the "Grantee") in the state aforesaid, for which 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 Grantee as joint tenants with the right of survivorship and not as tenants in common, their heirs and assigns forever, the following described real property, to wit:

RESIDENCE NUMBER 405 in THE ALBEMARLE HORIZONTAL PROPERTY REGIME located in the City of Charleston, County of Charleston and State of South Carolina, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act (Section 27-31-10, et seq., S.C. Code Ann. (1976) as amended) by Master Deed dated August 12, 2004 with appended By-laws and Exhibits including Plat and Plot Plans which Master Deed including the By-laws and Exhibits are recorded in Book V506 at page 237, et seq.; and amended by First Amendment to Master Deed and By-Laws for the Albemarle Horizontal Property Regime dated November 30, 2004 and recorded in Book R517 at page 469; and further amended by Second Amendment to Master Deed and By-Laws for the Albemarle Horizontal Property Regime dated December 28, 2004 and recorded on December 28, 2004 in the Office of the RMC for Charleston County. The Master Deed, By-Laws, Plat and Plot Plan above-mentioned, and the records thereof, are incorporated herein and by this reference are made a part hereof.

SUBJECT to any and all easements, restrictions and rights of way or record.

TOGETHER WITH THE EXCLUSIVE RIGHTS of Grantee to the use of an

additional parking space designated as space number 38 which shall run with title to the said Unit Number 405 in The Albemarle Horizontal Property Regime and shall inure to the benefit of Grantee, his heirs and assigns and shall be binding on Riverview Condominium Associates, LLC, its successors and assigns.

THIS BEING a portion of the property conveyed to Riverview Condominium Associates, LLC, by deed of Albemarle Properties, LLC dated June 3, 2003 and recorded in Book W451 at page 226 in the RMC Office for Charleston County.

TMS#: 421-11-00-222

Grantee's mailing address: 15025 Jockey's Ridge Drive
Charlotte, NC 28277

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, as joint tenants with the right of survivorship and not as tenants in common, their heirs and assigns forever.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, as joint tenants with the right of survivorship and not as tenants in common, their heirs and assigns, against Grantor's successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its Hand and Seal this 24 day of January in the year of our Lord two thousand five and in the two hundred and twenty-eighth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERVIEW CONDOMINIUM
ASSOCIATES, LLC,
a Georgia limited liability company

[Signature]
witness #1
Amaria C. Davie
witness #2

BY: [Signature]
A. H. Applegate
ITS: Managing Member

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 24 day of January, 2005, by Riverview Condominium Associates, LLC, a Georgia limited liability company, by A. H. Applegate its Managing Member.

Amaria C. Davie
Notary Public for South Carolina
My Commission Expires: 2/28/08

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

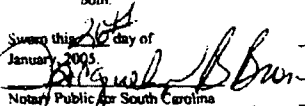
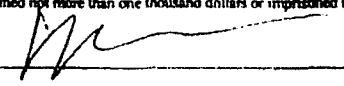
AFFIDAVIT

Date of Transfer of Title
Closing Date: January 21, 2005

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is Unit 405, 498 Albemarle Road, Charleston, SC FROM Riverview Condominium Associates, LLC TO WILLIAM MAIER AND ANN M. MAIER on January 21, 2005.
3. Check one of the following: The DEED is
 - (a) X 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 (exemption _____)
(Explanation if required _____)

(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$434,047.00.
 - (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 X 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 or this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows
 - (a) \$434,047.00 the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) \$434,047.00 Subtract Line 6(b) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transactions as: Attorney.
8. Check if Property other than Real Property is being transferred on this Deed.
 - (A) _____ Mobile Home
 - (B) _____ Other
9. _____ DEED OF DISTRIBUTION ATTORNEY'S AFFIDAVIT: Estate of _____ deceased CASE NUMBER _____ Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.
10. I 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 not more than one year, or both.

Sworn this 20th day of
January, 2005.
Notary Public for South Carolina
My Commission Expires: 11-27-06
W. E. Applegate, III
Type or Print Name Here

RECORDER'S PAGE

This page Must remain with
the original document.



BMF 524PG795

Recording

Fee 10.00

State

Fee 1129.70

County

Fee 477.95

Postage _____

TOTAL 1617.65

A

Moore & Van Allen
PO Box 22828
Charleston, SC 29413

FILED

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2005 FEB -1 PM 12:42

CHARLES LYNNARD
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP [Signature]

DATE 2/14/05

RECEIVED FROM RMC

FEB 14 2005

PERRY A. MOSELEY
CHARLESTON COUNTY AUDITOR

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

)
)
)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-3672

CHRISTIE MacCONNELL,

)
)
)

Plaintiff,

vs.

)
)
)

FRANCES C. WELCH,

)
)
)

Defendant.

**Frances C. Welch's Memorandum in
Support of Her Motion for Summary
Judgment and in Opposition to Plaintiff's
Motion for Summary Judgment**

2018 JAN 11 AM 11:09
CLERK OF COURT

NOW COMES Frances C. Welch, Defendant in the above-captioned action, and hereby submits her Memorandum in Support of Her Motion for Summary Judgment and in Opposition to Plaintiff's Motion for Summary Judgment as follows:

Factual and Procedural Background

Plaintiff is the owner of a condominium designated as Unit 405 which is part of the Albemarle Horizontal Property Regime (the "Regime"). Complaint ¶ 15. Ms. Welch also owns a condominium located in the Regime at Unit 404. The instant lawsuit involves a dispute over the exclusive right to use a Regime parking space designated as Space 38.

Riverview Condominium Associates, LLC (the "Developer") created the Regime by filing a Master Deed on August 12, 2004 with the RMC Office for Charleston County at Book V506, Page 237.¹ Copy of Master Deed attached hereto as Exhibit A. Section 6 of the Master Deed provides that "[t]he limited common elements appurtenant to the Residences are...One parking space for each one (1) and two (2) bedroom Residence." Exhibit 1 at 4. Unit 405 is a 2-bedroom residence and thus has one appurtenant parking space. Exhibit D to Exhibit 1, at 2.

¹ The Master Deed was subsequently amended on December 1, 2004 at Book R517, Page 469, on December 28, 2004 at Book J520, Page 680, and on July 16, 2014 at Book 0417, Page 060. No changes were made concerning the parking spaces.

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Section 24 of the Master Deed governs parking spaces. It reiterates that "[e]ach one-bedroom and two-bedroom Residence shall have one (1) parking space designated as a Limited Common Element." The next provision is critical:

[i]f an Owner has been assigned an additional parking space in addition to the spaces provided above, he shall at the time of the closing of the purchase of his Residence elect to have that space designated as a Limited Common Element for his Residence, or have it remain as a GCE/Assignable Space as hereinafter defined. **If such Owner elects to have the additional space designated as a Limited Common Element for his Residence, the Master Deed shall be amended by the Association to reflect such election.**

Exhibit 1 at 14 (emphasis added). The section goes on to explain the distinction between a General Common Element ("GCE")/Assignable Space and a Limited Common Element.

A GCE/Assignable Space is a space that is a General Common Element that has been initially assigned or is to be assigned by Developer to a specific Owner for his/her exclusive use and is in addition to the parking space(s) designated as Limited Common Element(s) for specific Residences. Such space may be assigned by the Owner thereof to any other Owner of a Residence upon providing the Association with written notice of such assignment. In the event that the Assignee of a GCE/Assignable Space has not assigned such space to another Owner of a Residence at the time such Owner transfers his interest in his Residence, then such space shall no longer be a GCE/Assignable Space and shall revert to being a non-assignable General Common Element space controlled by the Association.

Exhibit 1 at 15.

A plat attached to the Master Deed includes a table titled "The Albemarle Parking Space Assignments." Space 38 is designated as a General Common Element – Assignable. Unit 405 is assigned Space 14 as its Limited Common Element. Exhibit A to Exhibit 1, at 1; enlarged copy of table attached hereto as Exhibit 2.

On January 24, 2005, the Developer conveyed Unit 405 to William and Ann M. Maier. The deed also conveyed to the Maiers the exclusive right to use Space 38. The specific language in the deed states that Developer

does grant, bargain, sell and release unto the said Grantee as joint tenants with the right of survivorship and not as tenants in common, their heirs and assigns forever, the following described real property, to wit: [Unit 405] TOGETHER WITH THE

EXCLUSIVE RIGHTS of Grantee to the use of an additional parking space designated as space number 38 which shall run with title to the said Unit Number 405 in the Albemarle Horizontal Property Regime and shall inure to the benefit of Grantee, his heirs and assigns and shall be binding on Riverview Condominium Associates, LLC, its successors and assigns.

Deed attached as Exhibit 3 at 1-2.

There is no evidence that the Maiers ever elected to have the additional parking space (Space Number 38) designated as a Limited Common Element for their Residence, nor was the Master Deed amended to reflect such an election as required by Section 24 of the Master Deed.

On November 30, 2011, the Maiers executed an Assignment of GCE/Assignable Space for Space 38 in favor of Frances Welch. The Assignment cites to Section 24 of the Master Deed that "any parking space not designated as a limited common element shall become a GCE/Assignable Space, which may be assigned by the owner thereof." The Assignment was recorded in the RMC Office at Book 0227, Page 138, on January 10, 2012. Assignment attached hereto as Exhibit 4.

Also on November 30, 2011, the Maiers executed a Title to Real Estate in favor of Christie MacConnell for Unit 405. The deed does not mention parking spaces or Space 38. This deed was recorded in the RMC Office at Book 0252, Page 073 on May 16, 2012. Deed attached hereto as Exhibit 5.

Shortly after Ms. Welch purchased Space 38 on November 30, 2011, Ms. MacConnell first became aware that Ms. Welch was parking in the space. Plaintiff's Responses to Interrogatories attached as Exhibit 6, at ¶ 11. There is no written record of Ms. MacConnell making any objection to Ms. Welch using Space 38 until the filing of this lawsuit in July 2017. In fact, Ms. MacConnell admits that neither she nor any guest of hers has ever parked in the parking space at issue in this case. Defendant's Requests for Admission and Plaintiff's Replies to Requests for Admission attached as Exhibit 7, at ¶ 7.

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On March 21, 2017, the Albemarle Condominium Association, Inc. executed an Amendment to the Master Deed, which Amendment is attached hereto as Exhibit 8. The Association noted that while many parking spaces had been assigned to Co-Owners and designated as Limited Common Elements, thus far the Master Deed had not been amended to reflect these designations as required by Section 24 of the Master Deed. The Association stated that it had researched Charleston County public records and delivered the results of that research to the Co-Owners for comment. The Association filed the Amendment to the Master Deed in order to “confirm what parking spaces have been assigned to what Residences and whether the parking spaces are Limited Common Elements or General Common Element/Assignable parking spaces.” According to the Association, Parking Space 38 is a Limited Common Element of Unit 404, which belongs to Frances Welch. Exhibit A to Exhibit 8.

Christie MacConnell filed this lawsuit on July 19, 2017 seeking quiet title to Space 38. Frances Welch denied the allegations in the Complaint and asserted a Counterclaim for the same relief. Both parties have filed motions for summary judgment.

Standard of Review

The Court shall grant summary judgment if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRPC.

Argument and Citation of Authority

The Horizontal Property Act provides that “[e]ach co-owner shall comply strictly with the bylaws...and with the covenants, conditions and restrictions set forth in the master deed.” S.C. Code § 27-31-170. In this case, the Master Deed sets forth specific steps which must be taken in the event a co-owner wishes to convert a General Common Element/Assignable space into a Limited Common

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Element space. First, the co-owner must elect to designate the space as a Limited Common Element at the time of closing. Second, the Master Deed must be amended to reflect the new designation. Neither of these conditions were met to make Space 38 a Limited Common Element of Unit 405, and thus the Maiers were free to assign Space 38 to Frances Welch.

1. The Maiers Did Not Elect to Designate Space 38 as a Limited Common Element

There is no evidence that the Maiers elected to designate Space 38 as a Limited Common Element at the time of closing. In the deed from the Developer to the Maiers, the term "Limited Common Element" is never used to describe the "additional parking space" being conveyed. Plaintiff relies upon the Developer's phrase "which shall run with the title" and "shall inure to the benefit of Grantee, his heirs and assigns" in support of her position. Plaintiff argues that it is the grantor's intent that is determinative of the issue. However, according to the Master Deed, it is the Owner who elects whether to convert the assignable space into a Limited Common Element attached to the unit. Plaintiff has failed to show that the Maiers made this election. In fact, the Maiers' subsequent conduct is emphatic evidence that they did not elect to convert Space 38 into a Limited Common Element of Unit 405. The Maiers negotiated and sold the rights to Space 38 to Ms. Welch, and executed an Assignment consistent therewith. Presumably the Maiers would not have done this if they reasonably believed they had elected to make Space 38 a Limited Common Element. This is further evidenced by the deed from the Maiers to Ms. MacConnell, which conspicuously omits any reference to Space 38 or any parking spaces at all.

2. The Association Did Not Amend the Master Deed to Record Space 38 as a Limited Common Element of Unit 405

Even if one assumes that the language contained in the deed from the Developer to the Maiers is sufficient to show that the Maiers elected to convert Space 38 into a Limited Common Element of Unit 405, the alleged conversion was still ineffective because the Association did not amend the Master Deed to reflect this alleged change in status. At the time of the deed to the Maiers, the Master Deed

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included a table showing that Space 38 is a GCE-A or General Common Elements – Assignable space. The GCE-A designation for Space 38 remained in effect until March 21, 2017, when the Association amended the Master Deed to reflect that Space 38 was a Limited Common Element tied to Unit 404, Frances Welch's unit.

3. The Maiers Assigned Space 38 to Frances Welch

The Maiers never elected to make Space 38 a Limited Common Element of Unit 405, and the Master Deed was not amended to reflect this change in status. Therefore, the Maiers were free to assign their rights to Space 38 to another co-owner. This is exactly what they did on November 30, 2011 when they executed an Assignment of GCE/Assignable Space to Frances Welch. The Master Deed did not require the assignee of Space 38 to obtain an Amendment to the Master Deed for this Assignment to be effective; rather, it required that the Association be given notice. Over six years after the fact, the written record is silent on whether notice was given directly to the Association. However, the Assignment was filed with the Charleston RMC Office and thus served as notice to the world that Frances Welch claimed the exclusive rights to Space 38 by virtue of the Assignment. This claim was ratified by the Association on March 21, 2017, when it amended the Master Deed to reflect that Space 38 was a Limited Common Element tied to Unit 404, Frances Welch's unit.

4. Plaintiff Has Slept on Her Rights

Courts have the inherent power to do all things reasonably necessary to ensure that just results are reached to the fullest extent possible. Jones v. Leagan, 384 S.C. 1, 19 (Ct.App. 2009). The equitable doctrine of laches is defined as "neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done." Hallums v. Hallums, 296 S.C. 195, 198 (1988). Under the doctrine of laches, if a party, knowing her rights, does not seasonably assert them, but by unreasonable delay causes her adversary to incur expenses or enter into obligations or otherwise detrimentally change her position, then equity will

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ordinarily refuse to enforce those rights. Chambers of S.C., Inc. v. County Council for Lee County, 315 S.C. 418, 421 (1993). A party seeking to establish laches must show (1) a delay, (2) that was unreasonable under the circumstances, and (3) prejudice. Robinson v. Estate of Harris, 388 S.C. 616, 627 (2010).

In responses to discovery, Plaintiff stated that she first became aware that Ms. Welch was parking in "her" space shortly after November 30, 2011. Notwithstanding this clear violation of her alleged rights to Space 38, Plaintiff can point to no correspondence or other documentation between her and Ms. Welch warning or alerting that she considered the space to be reserved for her, until this lawsuit was filed over five (5) years later. In fact, Plaintiff admits that she has not even once parked in Space 38 since Ms. Welch purchased the space from the Maiers. When one considers that Ms. MacConnell and Ms. Welch have been neighbors since about November 30, 2011, Ms. MacConnell's failure to take any action until now to enforce her alleged rights to Space 38 rises to a level of willful neglect. A delay of over 5 years is unreasonable under the circumstances.

Ms. Welch has been prejudiced by the delay because had Ms. MacConnell objected to the Assignment in a timely manner, Ms. Welch could have rescinded the Assignment and recovered her purchase price. As it stands, Ms. Welch has reasonably relied upon having access to Parking Space 38 which she paid for, and with the passage of time it would be more difficult for her to find a replacement parking space. According to the most recent Amendment to the Master Deed, there are only two (2) General Common Elements-Assignable parking spaces still available. There is no guarantee that either is for sale, and even if for sale, the scarcity of Assignable parking spaces will command a much higher price than Ms. Welch paid 6 years ago. So, even if Ms. MacConnell might otherwise prevail on her claim, the doctrine of laches should operate to bar her claim to Parking Space 38 at this late hour.

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Conclusion

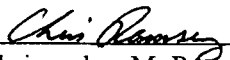
For the foregoing reasons, Frances Welch requests that the Court grant her Motion for Summary Judgment and quiet title to Space 38 in her name as a Limited Common Element of Unit 404. Furthermore, she requests that the Court deny Plaintiff's Motion for Summary Judgment on the same grounds.

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Attorneys for Frances C. Welch

January 11, 2018

Charleston, South Carolina

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

MASTER DEED ESTABLISHING
THE ALBEMARLE HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, That this Master Deed is made on the date hereinafter set forth by RIVERVIEW CONDOMINIUM ASSOCIATES, LLC, hereinafter sometimes called "Developer," a limited liability company, organized under the laws of the State of Georgia and qualified to do business in South Carolina; and

WHEREAS, Developer is the sole owner in fee simple of real property and buildings and improvements thereon (collectively the "Property"), which is located at 498 Albemarle Road in the City of Charleston, Charleston County, South Carolina, and desires to submit the Property as hereinafter more fully described to a Horizontal Property Regime, according to the laws of the State of South Carolina (the "State") and subject to conditions and restrictions contained herein; and

WHEREAS, Developer desires to convey the Property pursuant and subject to certain protective covenants, conditions, restrictions, reservations, liens and charges under the South Carolina Horizontal Property Act and as hereinafter set forth.

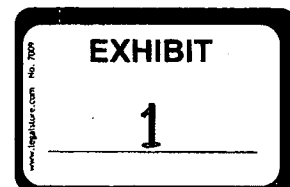
NOW, THEREFORE, in consideration of the premises and the benefits expected to flow to Developer as a result of the submission of the herein described Property to a Horizontal Property Regime:

KNOW ALL MEN BY THESE PRESENTS that Riverview Condominium Associates, LLC, for itself, its successors and assigns, subject to matters set forth herein, hereby submits the Property, to a Horizontal Property Regime according and subject to the terms and provisions of the Horizontal Property Act of the State of South Carolina as presently codified in the 1976 South Carolina Code of Laws at Section 27-31-10 et seq. (hereinafter sometimes referred to as the "Act") as it is now constituted and as it may from time to time be amended; PROVIDED, however, that such submission shall be and is made subject further to the conditions, provisions and restrictions contained herein, including exhibits attached hereto and incorporated herein by reference, all of which shall be covenants, conditions, restrictions and easements which shall run with the land and shall bind and inure to the benefit of Developer, its successors and assigns, and all subsequent owners of any interest in the Property, their grantees, successors, heirs, executors, administrators, personal representatives, devisees or assigns.

1. DEFINITIONS: Unless a contrary definition is provided by the Act or is clearly required by the context hereof in order to effectuate the purpose and intent of the within Master Deed, the following definitions of terms shall apply to the within Master Deed, but in case of any conflict between the definitions of the Act and the within Master Deed, the provisions of the Act shall control.

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(a) "Developer" shall mean, Riverview Condominium Associates, LLC, a Georgia limited liability company, its successors and assigns.

(b) "Act" shall mean the Horizontal Property Act of the State of South Carolina as hereinabove defined.

(c) "Property" shall mean the property including, without limitation, the Land, Buildings and Improvements (as such terms are defined in Section 3 hereof).

(d) "Master Deed" shall mean the within Master Deed and all exhibits or other documents incorporated herein by reference.

(e) All terms defined in the Act are incorporated herein by reference.

(f) "Association" shall mean The Albemarle Homeowners Association, Inc., a South Carolina corporation.

(g) "Owner" as used in the Master Deed and any exhibits shall mean, if required by the context, "Co-owner" as defined in the Act.

(h) "Common Elements" shall mean the limited common elements ("LCE") and general common elements ("GCE") as shown on the Plat and the Floor Plans.

2. NAME: The Property shall hereinafter be named THE ALBEMARLE CONDOMINIUMS HORIZONTAL PROPERTY REGIME (hereinafter sometimes called for convenience "Regime").

3. DESCRIPTION OF THE LAND, THE BUILDINGS, THE IMPROVEMENTS AND THE RESIDENCES:

(a) The land (the "Land") which is subject to the provisions of the within Master Deed and owned in fee simple and which contains 126,847 square feet, more or less, is described as follows:

ALL that lot, piece, parcel, or tract of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, and being designated as Parcel 2A; as shown on a certain plat entitled "Subdivision Plat Showing Parcel 2 A 3.619 acres acre tract of land Property of Albemarle Properties, LLC. Being subdivided into Parcels 2A, 2B, and 2C, with Parcel 2C being added to TMS 421-11-00-058, Property of Werner G. Burky, located in the City of Charleston, Charleston County, South Carolina", dated September 19, 2000, by Andrew C. Gillette, S.C.P.L.S. No.5933-B, and recorded in the RMC Office for Charleston County in Plat Book EE, at page 558.

TMS#: 421-11-00-056

(b) The buildings (the "Buildings") are described generally as a five-story main building containing 147,934 square feet (the "Main Building") and four (4) two-story attached town houses containing approximately 12,860 square feet (the "Town Houses") for a total of 160,794 square feet. The square footage of the footprints of the Main Building and the Town Houses is 39,095 and expressed as a percentage of the square footage of the Land is thirty-one (31%) percent.

(c) The improvements (the "Improvements") consist of the Buildings, an interior paved courtyard with swimming pool, plus landscaped grounds and surface parking.

There is attached hereto as Exhibit "A" and incorporated herein a plat (the "Plat") prepared by HLA, Inc., a registered land surveyor licensed to practice in South Carolina, which shows the Land and the horizontal location of the Buildings and the Improvements within the boundary of the Land. In addition, there is attached hereto as Exhibits "A-1" through "A-6" a set of drawings prepared by SGN+A, Inc., a registered land surveyor licensed to practice in South Carolina, which shows the vertical location of the Buildings and the Improvements within the boundary of the Land.

(d) The Residences. There are a total of sixty-five (65) residences (the "Residences") in the Buildings: sixty-one (61) in the Main Building and four (4) in the Town Houses. The Residences are more specifically described in the attached Exhibit "B" incorporated herein. There is attached hereto as Exhibit "C" a set of floor plans (the "Floor Plans") showing the dimensions, area and location of each Residence and the Common Elements which provide access to each Residence, certified to by an engineer or architect authorized and licensed to practice in the State of South Carolina.

In addition to the description of each Residence as may be seen by reference to exhibits attached hereto, including without limitation Exhibits "B" and "C", each Residence is described as being bounded by the unfinished surfaces of its floors, ceilings and perimeter walls, and includes the glass windows of each Residence. Specifically included within each Residence are the finished surfaces of the Residence, paint, wall paper, tiles, paneling, carpeting and interior non-load bearing walls contained within the boundaries of each Residence as shown on the Floor Plans, together with all interior doors, the main entrance door or doors, window panes, window frames, sliding glass door frames and sliding glass plates, light fixtures, installed bathroom and kitchen appliances, HVAC system, and interior piping in connection therewith and installed heating devices and attachments measured from the interior of the Residence. Specifically excluded from each Residence are load-bearing columns, if any, located within the area bounded by the perimeter walls of a Residence, and pipes, wires and conduits below the surface of the unfinished surface of each Residence. The owner of each Residence shall be responsible for maintenance, upkeep and repair of the Residence and the payment of his share of the expenses of the Common Elements subject to rules, regulations, covenants, and conditions set forth or incorporated herein by reference. Notwithstanding ownership of the Residence, no Residence owner may do anything or take any action which does or might change the exterior appearance of the Property without the consent of the Association. Floors and ceilings, and walls separating Residence on the same horizontal level, except for the finished portions thereof, are common elements; nevertheless, the

Co-owner of more than one (1) Residence which are adjacent either vertically or horizontally shall, with the approval of the Administrator, have the right and easement to cut apertures in such floors and ceiling, and in non-load bearing portions of such walls, and shall have the right and easement in said aperture for ingress, egress and access to and from each Residence and shall have the right and easement to construct stairs or other connecting devices in said aperture between Residences; Provided, that in exercising such right any such Co-owner shall not interfere with any water, sewer, electrical or other lines or common elements in a manner detrimental to the use and enjoyment of other Residences or to the detriment of the structural integrity of the building.

4. **LIMITATION ON NUMBER AND USE OF RESIDENCES.** The maximum number of Residences in the Buildings shall be sixty-five (65), and no Residence may be subdivided but may be combined with another Residence if approved by the Association. The Residences shall not be (i) used in any "time sharing" arrangement; (ii) rented for less than one hundred eighty (180) day intervals; (iii) inhabited by more than four (4) unrelated adults, excluding paid domestic and healthcare personnel; and (iv) be utilized for any commercial business activity.

5. **PERCENTAGE OF OWNERSHIP:** The basic value of the Property as a whole (the "Basic Value") and the basic value of each Residence and, according to these basic values, the percentage appertaining to the Co-owners in the expenses of, and rights in, the elements held in common are set forth in Exhibit "D" attached hereto and incorporated herein by reference. The basic values set forth on Exhibit "D" are for purposes of the Master Deed only and shall not be construed in any way to establish circumstantial value for any Residence or for the Property from time to time. The percentage attributed to each Residence is computed by taking as a basis the basic value of the individual Residence in relation to the Basic Value of the Property as a whole. The stated percentage interest attributable to each Residence is permanent in character and cannot be altered without the consent and acquiescence of the Co-owners representing one hundred (100%) percent of the Residences of the Property.

The percentage interest in the common elements, both general common elements and limited common elements, cannot be separated from the Residence to which it appertains and shall be automatically conveyed or encumbered with the Residence even though such interest is not expressly mentioned or described in the deed, mortgage or other instrument.

The Common Elements, both general and limited, shall remain undivided and no right to partition the same or any part thereof shall exist except as may be specifically provided in the Act.

6. **DESCRIPTION OF LIMITED COMMON ELEMENTS:** The limited common elements appurtenant to the Residences are described as follows:

- (a) One parking space for each one (1) and two (2) bedroom Residence, as shown on the Plat;

(b) Two (2) parking spaces for each three (3) bedroom Residence, as shown on the Plat;

(c) Balconies attached to the Residences, as shown on the Floor Plans;

(d) Patios contiguous to the Residences, as shown on the Floor Plans; and

(e) Terraces contiguous to the Residences, as shown on the Floor Plans.

7. DESCRIPTION OF GENERAL COMMON ELEMENTS: All of the Property not contained within or described as part of a Residence nor described as a limited common element nor otherwise designated herein as being owned by the Co-owner(s) of a Residence(s) shall be general common elements.

8. ADMINISTRATION: The Regime shall be administered by a Council of Co-owners which shall be constituted as a non-profit corporation under the laws of the State of South Carolina for the purpose of administration of the Property and to be known as The Albemarle Condominiums Association, Inc. (herein sometimes called the "Association"). The percentage of vote of each Co-owner in the Association shall be equal to the percentage of the basic value of the Residence owned by such Co-owner as set forth in Exhibit "D" attached hereto and incorporated herein by reference. The Association shall be governed by By-Laws attached hereto as Exhibit "E" and incorporated herein by reference.

9. INSURANCE: The Association shall insure the Property against risk of fire, liability, windstorm and all other risks normally insured against, including flood and earthquake insurance if available, and against such other risks as the Association may decide in accordance with provisions of its By-Laws. Such insurance does not cover the Residence and each Co-owner shall be responsible for obtaining insurance on his Residence and the contents thereof.

10. DISBURSEMENTS OF CASUALTY INSURANCE PROCEEDS: In the event it should be proper under the Act to repair or reconstruct the Property or any portion thereof, the proceeds of insurance, together with funds of the Co-owners sufficient to defray all expenses of repair or reconstruction above the insurance proceeds shall be placed in a separate bank account and disbursed by the Treasurer of the Association. Such disbursements shall be made only upon receipt of American Institute of Architects Request and American Institute of Architects Certificates for Payment signed by the supervising architect, if any, of said repair or construction and general contractor, in the case of hard construction costs, or invoices approved for payment by the President and Secretary of the Association in the case of non-construction invoices. If no supervising architect is employed, all funds shall be disbursed by the Treasurer only upon receipt by him of written approval of the President and Secretary. Should it not be proper to proceed with repair or reconstruction of the Property or any portion thereof under the Act, the insurance proceeds shall be disbursed to the Co-owners on a pro-rata basis according to their percentage of ownership.

11. MAINTENANCE OF LIMITED COMMON ELEMENTS: The Association shall be responsible for the maintenance, repair and replacement with comparable material of

equal quality of all General Common Elements and Limited Common Elements shared by more than one Residence. The Co-owner of a Residence may upon approval of the Association make minor maintenance, repair and replacements to those limited common elements appurtenant to, or associated with his Residence alone, provided that all such maintenance, repair and replacement by a Co-owner shall be done in a manner so as to maintain the harmonious exterior appearance of the Property.

12. ASSESSMENTS: The Co-owner of each Residence shall be responsible for his share of assessments established by the Regime as follows:

(a) Creation of lien and personal obligation for assessments. Each of the Co-owners of the Residences are bound to contribute pro-rata in the percentage computed as set forth on Exhibit "D", and each Residence is and shall be subject to a lien and permanent charge in favor of the Regime for, the payment of annual and special assessments for the expenses of administration and of maintenance and repair of the general and limited common elements of the Property and toward any other expenses lawfully agreed upon or properly chargeable to the Residence Co-owner. If a lien for unpaid assessments is enforced by the Association, either by suit for damages or foreclosure, the Association shall be entitled to collect all costs of that action including attorneys fees. All sums assessed by the Association or other form of administration but unpaid for the share of common expenses, both general and limited, chargeable to any Residence shall constitute a lien on such Residence prior to all other liens except only (i) tax liens on the Residence, and (ii) mortgage and other liens, duly recorded, encumbering the Residence. Such lien may be foreclosed by suit by the Association or other form of administration, if any, acting on behalf of the Council of Co-owners, or by the Council of Co-owners itself, and in like manner as a mortgage of real property. In any such foreclosure the Residence Co-owner shall be required to pay a reasonable rental for the Residence after the commencement of the foreclosure action and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect such rents. The Association or other form of administration, acting on behalf of the Council of Co-owners, shall have power to bid in the Residence at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit for recovery of a money judgment for unpaid common expenses may be maintained without instituting foreclosure proceedings.

(b) Where the mortgagee of any mortgage of record or other purchaser of a Residence other than the defaulting Residence owner obtains title at the foreclosure sale of such a mortgage, such acquirer of title, his/its heirs, successors and assigns, shall not be liable for the share of common expenses or assessments by the Association chargeable to such Residence accruing after the date of recording such mortgage but prior to the acquisition of title to such Residence by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Residence Co-owners, including such acquirer, his/its heirs, successors and assigns. The foregoing shall be without prejudice to the right of the Association or any Co-owner to seek recovery from the defaulting Residence owner.

The purchaser of a Residence (other than a purchaser at a foreclosure sale as described above) shall be jointly and severally liable with the Seller for the amounts owing by the latter to the Association for assessments up to the time of the conveyance, without prejudice to the purchaser's right to recover from the other party the amounts paid by him or such joint debtor. The Association shall provide for the issuance and shall issue to any purchaser, upon his request, a statement of such amounts due by the seller and the purchaser's liability hereunder shall be limited to the amount as set forth in this statement.

(c) No later than December 20th of each calendar year, the Board of Directors of the Association shall set the annual assessments by estimating the common expenses to be incurred during the immediately succeeding calendar year and shall prorate such common expenses among the Co-owners of the Residences in accordance with the percentage interest appurtenant to such Residence and shall give written notice to each Residence Co-owner of the annual assessment affixed against his Residence for such immediately succeeding calendar year. One-twelfth (1/12th) of such annual assessments shall be due and payable by the Co-owner to the Association or its designated agent in advance on or before the fifth day of each month.

(d) Developer anticipates that ad valorem taxes and other governmental assessments, if any, upon the Property will be assessed by the taxing authorities upon the Residence Co-owners and that each assessment will include the assessed value of the Residence and of the undivided interest of the Residence Co-owner in the common elements. Any such taxes and governmental assessments upon the property which are not so assessed shall be included in the budget of the Association as a recurring expense and shall be paid by the Association as a common expense. Each Residence Co-owner is responsible for making his own return of taxes and such returns shall include such owners undivided interest in the common elements, both general and limited.

(e) Special Assessments. In addition to the annual assessments, the Association may levy in any calendar year special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay the common expenses and for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of the general common elements or the limited common elements, provided that in the case of limited common elements, such special assessments shall be assessed only against those Residences and the Co-owners thereof which shall be entitled to the use and benefit of such limited common elements, including the necessary fixtures and personal property related thereto; PROVIDED, HOWEVER, that any such special assessments shall have the assent of a majority of the votes of the Co-owners to be affected thereby represented, in person or by proxy, at a meeting at which a quorum is present, duly called for the expressed purpose of approving such expenditure, written notice of which shall be sent to all affected owners not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting, which notice shall set forth with particularity the purpose of a meeting. Special assessments shall be fixed against the Residences involved in proportion to the

percentage interest attributable to each Residence. The period of assessment and manner of payment shall be determined by the Board of Directors of the Association.

(f) Date of Commencement of Annual Assessments. The responsibility of each Co-owner who purchases from Developer for assessments provided for herein shall as to each Residence commence upon the date of conveyance thereof (the "Commencement Date"). The first monthly payment of the annual assessment for each such Residence shall be an amount rounded to the nearest whole dollar equal to the monthly payment for the fiscal year in progress on such Commencement Date, divided by the number of days in the month of conveyance and multiplied by the number of days then remaining in such month; PROVIDED, HOWEVER, that at the Commencement Date any purchaser of a Residence from the Developer shall pay to the Developer the pro-rata portion of any prepaid expenses paid by the Developer, such as by way of example only and not as a specification or limitation, prepaid insurance premiums for flood and hazard insurance.

13. TRANSFER OF INTEREST IN RESIDENCES: (a) Upon the transfer or attempted transfer of an interest in any Residence, whether such transfer be by deed, lease, sublease, gift, devise, or by any means other than by first mortgage, sale pursuant to foreclosure of first mortgage or deed in lieu of foreclosure of said first mortgage, the Association shall have the right of first refusal in such interest as follows:

(a) SALE OR LEASE: Any Co-owner who wishes to sell or lease an interest in a Residence (or any lessee of any Residence wishing to assign or sublease such Residence) to any person not related by blood or marriage to the Co-owner shall give to the Association written notice of the terms of any such contemplated transfer, together with the name and address of the proposed purchaser, assignee, lessee or sublessee. The Association shall at all times have the first right and option to purchase or lease such Residence upon the same terms, which option shall be exercisable for a period of ten (10) days following the date of receipt of such notice. If said option is not exercised by the Association within said option period, the Co-owner (or lessee) may, at the expiration of said period and at any time within ninety (90) days after the expiration of said period, or for such longer period of time as the Association may agree to in writing, sell or lease (or sublease or assign) such Residence ownership upon the terms specified in such notice.

(b) GIFT: Any Co-owner who wishes to make a gift of an interest in a Residence ownership or any interest therein to any person or persons or entity who would not be heirs at law of the owner under the laws of intestate succession of this state as of the date such gift is proposed, (or to any person or persons or entity who would not be an heir at law as aforesaid of any principal of Co-owner, if Co-owner is not a natural person), shall give to the Association written notice of intent to make such gift. The Association shall at all times have the first right and option to purchase such Residence ownership or interest therein for cash at fair market value to be determined by mutual agreement between such owner and the Association or if mutual agreement cannot be reached, then by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. If Co-owner and Association cannot agree

within five (5) days of such notice to Association on fair market value, then within fifteen (15) days after receipt by the Association, of said written notice, the Association and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within fifteen (15) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Residence ownership or interest therein which the Co-owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Co-owner and the Association. The Association's option to purchase the Residence ownership or interest therein shall expire thirty (30) days after the date of receipt by it of such notice or after agreement in writing between Co-owner and association as to fair market value of the Residence, unless exercised in writing within said period and closed within thirty (30) days thereof. If the Association shall elect to exercise such option to purchase, closing shall be held within thirty (30) days of exercise at the office of the attorney for the Association with the purchase price payable in cash.

(c) DEVISE: In the event any natural person who is a Co-owner dies leaving a will devising his Residence or any interest therein to any person or persons not heirs at law of such owner under the laws of intestate succession of this state and said will is admitted to probate, the Association shall have an option (to be exercised in the manner hereinafter set forth) to purchase said Residence ownership or interest therein either from the devisees or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by mutual agreement or by arbitration. If fair market value cannot be determined by agreement then within fifteen (15) days after notice to the Association of the appointment of a personal representative for the estate of the deceased owner, the Association shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisees or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisees or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within thirty (30) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Residence or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Association and said devisee or devisees, or personal representative, as the case may be. The Association's right to purchase the Residence or interest therein at the price determined by the three arbitrators shall expire thirty (30) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire three (3) months after the appointment of a personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisees or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Association or its

authorized representative, pursuant to authority given to the Association by the Co-owners as hereinafter provided, to bid at any sale of the Residence or interest therein of any deceased Co-owner which is held pursuant to an order or direction of the court having Jurisdiction over that portion of the deceased Co-owner's estate which contains his Residence or interest therein.

(d) **CONSENT OF VOTING MEMBERS:** The Association shall not exercise any option hereinabove set forth to purchase any Residence or interest therein without the prior written consent of Co-owners of eighty (80%) percent of the Basic Value of the Property. The Association may bid to purchase at any sale of a Residence or any interest therein of any deceased Co-owner which is held pursuant to an order or direction of a court upon the prior written consent of Co-owners of eighty (80%) percent of the common elements, which consent shall set forth a maximum price which the Association is authorized to bid and pay for said Residence or interest therein.

(e) **RELEASE OR WAIVER OF OPTIONS:** Upon the written consent of Co-owners of fifty-one (51%) percent of the Basic Value of the Property, any of the options contained in this article may be released or waived prior to the expiration of such option and the Residence or any interest therein which is subject to an option set forth in this article may be sold, conveyed, leased, given, or devised free and clear of the provisions of this article.

(f) **PROOF OF TERMINATION OF OPTION:**

(i) A certificate executed and acknowledged by the Secretary of the Association stating that the provisions of this article as hereinabove set forth have been met by a Co-owner, or duly waived by the Association, and that the rights of the Association hereunder are terminated, shall be conclusive upon the Association and the Co-owner in favor of persons who rely thereon in good faith, and such certificate in recordable form shall be furnished to any Co-owner who has in fact complied with the provisions of this article or in respect to whom the provisions of this article have been valued, upon request.

(ii) **Mortgaging.** No Residence Co-owner may mortgage his Residence or any interest therein without the approval of the Association, except as to a first mortgage lien and an equity line made to a bank, life insurance company, savings and loan association or other federally or state licensed lending institution, in which event approval shall not be required but notice shall be required. Notice shall be given to the Association as to the name and address of such mortgagee. Upon request by the Association, the Co-owner of a Residence shall provide to the Association a copy of all mortgage documents relating to the Residence.

(iii) **Transfer Voidable.** Any sale, voluntary transfer, conveyance, or lease for a period exceeding two (2) months or mortgage which is not authorized by the terms of this Master Deed or for which authorization has not been obtained

pursuant to the terms hereof is voidable and may be voided by the Association at its election by notice to the grantee or mortgagee within sixty (60) days of the date on which the Board hears of the transfer or mortgage.

(iv) **Infra-Family Transfer.** Notwithstanding anything herein to the contrary, any Co-owner may, without restriction, give, devise, lease, sell, mortgage or bequeath his interest in any Residence (i) to any person who would be an heir at law under the laws of intestate succession in the State; or (ii) to a corporation, limited liability company or partnership of which all classes of stock, membership or partnership interests are one hundred (100%) percent owned by such Residence Co-owner and/or any person who would be an heir at law under the laws of intestate succession in the State; or (iii) to a trustee of a trust (or similar entity), the beneficiary(s) of which would be any person who would be an heir at law under the laws of intestate succession in the State, for estate planning purposes, without the prior written consent of the Association.

(iv) **Rights of Subsequent Purchasers.** Subsequent purchasers of Residences shall be entitled to receive, upon written request therefor, a certification from the Association that the Association has had no objections to any prior conveyances or, in the alternative, that there have been no prior conveyances of the Residence requiring approval by the Board.

14. MANAGEMENT AGENT:

(a) **Interim Management Agent and Assessments.** Developer reserves to itself the right to manage the Association as Interim Management Agent ("Interim Management Agent") until Developer has sold all of the Residences of the Regime, or until December 31, 2008, or until Developer elects to abandon its right of management, whichever shall first occur. Developer may designate its management function to any person, association or corporation whatsoever.

(b) **Regular management and assessments.** Upon Developer (or its designee) ceasing to act as Interim Management Agent, the Association shall select a Regular Management Agent ("Regular Management Agent"). Any excess of interim assessments over total, actual operating expenses shall be deposited by the Interim Managing Agent to the account of the Association.

15. **REGIME WORKING CAPITAL:** At or before the time title is conveyed to a Co-owner, each Co-owner shall contribute to the working capital reserve established by the Interim Management Agent the sum of twice the monthly assessment attributable to his Residence. Such funds shall be used solely for initial operating and capital expenses of the Property. At the time of selection of the Regular Management Agent, the Interim Management Agent shall pay to the account of the Association all such unused funds and shall provide an accounting of all revenues and expenditures.

16. RESIDENCES SUBJECT TO MASTER DEED AND OTHER DOCUMENTS:

All present and future Co-owners, tenants and occupants of Residences and their guests or invitees, shall be subject to, and shall comply with, the provisions of the Master Deed and exhibits as amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Residence shall constitute an agreement that the provisions of the Master Deed and exhibits are accepted and ratified by such Co-owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the lands and shall bind any person having at any time any interest or estate in such Residence as though such provisions were made a part of each and every deed of conveyance or lease. Failure to comply with the provisions of those documents shall entitle the Association or any Co-owner or other interested party to seek legal and/or equitable relief. In addition to other matters set forth herein, the Property is submitted to a Horizontal Property Regime as set forth herein subject to the following:

(a) Easements, covenants, conditions, restrictions and rights of way of public record;

(b) Rules and regulations of applicable governmental authorities, including zoning laws or ordinances, subdivision regulations, special assessments and ad valorem real property taxes;

(c) Rules and Regulations of The Albemarle Condominiums Homeowners Association, Inc. attached hereto as Exhibit "F" and incorporated herein by reference as the same shall be amended from time to time by majority vote of the Board of Directors of The Albemarle Condominiums Homeowners Association, Inc.

17. AMENDMENT OF MASTER DEED: This Master Deed may be amended by the affirmative vote of the Co-owners of eighty (80%) percent in interest of the Property as based on percentage interests set forth in Exhibit "D" attached hereto and incorporated herein by reference, cast at a meeting duly held in accordance with the provisions of the By-laws. PROVIDED, however, that Section 4 is a permanent restriction which shall not be amended. No such amendment shall be effective until recorded in the RMC Office for Charleston County. PROVIDED, in no event may the Master Deed be amended so as to deprive the Developer of any rights granted herein or to impose any additional duties, financial or otherwise, upon the Developer without the consent in writing of the Developer; PROVIDED, FURTHER, that this Master Deed may not be amended in any respect without the written consent of Developer until Developer has sold all of the Residences of the Regime, or until December 31, 2008, or until Developer elects to terminate its control of the Association whichever shall first occur. Developer reserves the right to make changes in the Master Deed, whether to correct typographical or similar errors or other changes in its derivation, provided that any such correction shall not adversely affect the interest of any Co-owner, by recording an appropriate document in the RMC Office for Charleston County, South Carolina. Any such corrective documents need be executed by Developer only until such time as Developer's right to manage the Association as herein provided shall terminate; thereafter any such document shall be executed by the Association.

18. INVALIDITY: The invalidity of any provisions of this Master Deed shall not impair or affect the validity and enforceability of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed, shall continue in full force and effect as if such invalid provision had never been included.

19. WAIVER: No provisions contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

20. LAW CONTROLLING: This Master Deed and the By-Laws attached hereto shall be construed under and controlled by the laws of the State of South Carolina.

21. WARRANTIES: Developer acknowledges that all contractual warranties in its favor set forth in the building renovation contract, for material and equipment in the Residences, shall accrue to the benefit of the Co-owner of such Residence, along with all warranties, if any, provided by the manufacturer or supplier of appliances, air conditioning, heating and utility systems in the Residence. THE CLOSING OF TITLE OR OCCUPANCY OF THE RESIDENCE SHALL CONSTITUTE AN ACKNOWLEDGMENT BY THE RESIDENCE OWNER THAT DEVELOPER MAKES NO OTHER IMPLIED OR EXPRESS WARRANTIES RELATING TO THE RESIDENCE OR THE COMMON AREAS AND FACILITIES, EXCEPT FOR SUCH WARRANTIES AS MAY BE SET FORTH IN THE DEED TO THE RESIDENCE.

22. EASEMENTS: Easements are hereby granted, extended, saved, excepted or reserved, as the case may be as follows:

(a) Easement for Encroachments: In the event that any portion of the common elements now or hereafter encroaches upon any Residence, or in the event that any portion of any Residence encroaches upon any other common elements now or hereafter, or in the event that any portion of one Residence now or hereafter encroaches upon another Residence, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, does and shall exist. In interpreting any and all provisions of this instrument, the exhibits attached hereto, and subsequent deeds and mortgages to individual Residences, the actual location of any specific Residence shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally or vertically from the proposed locations or size as indicated on exhibits attached hereto. To the extent that such minor variations in location or size do or shall exist, a valid easement therefor, and the maintenance thereof, does and shall exist.

(b) Easement for Utilities: A valid easement does and shall exist and continue to exist throughout the common elements for the purpose of installation, maintenance, repair and replacement of elevators, cable TV systems, if any, sewer, water, power and telephone pipes, lines, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system. The Association by instrument signed by the President and by one other officer

of the Association may hereafter grant easements for utility purposes for the benefit of the Property, including, the right to install, lay, maintain, repair and replace water lines, pipes, sewer lines, storm drainage lines, gas lines, telephone and television wires and equipment and electrical conduits, and wires over, under and along (but not through) any portion of the Residences and/or general or limited common elements which are not limited in use to only one Residence; and each Residence Co-owner by the acceptance of a deed to a Residence hereby grants to the Association, or its designee, an irrevocable power of attorney to execute, acknowledge and record for and in the name of each Residence owner such instruments as may be necessary to effectuate the foregoing.

(c) Easement for Workmen, Equipment, etc.: There is declared to be a valid easement in, upon and over the common elements for all workmen, laborers, suppliers or materialmen, deliverymen, servicemen, employees, architects and supervisory and management personnel lawfully upon the Property at the instance or request of the Association, Developer or Residence Co-owner, a prospective mortgagee or other persons having a valid and legally enforceable interest in a Residence. The Association shall have the irrevocable right, to be exercised by its duly authorized officer or agent, to have access to each Residence and any common elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom and at any time for making emergency repairs necessary to prevent damage to the Property or any part of the Property, and in the exercise of such rights the Association or its agents shall have the right to cut through floors, ceilings and walls, provided, that the Association shall leave a Residence after the exercise of such rights in as good condition as before the exercise.

23. **STRUCTURAL ALTERATIONS:** Upon the affirmative vote of the Co-owners owning two-thirds (2/3rds) of the Basic Value of the Property, after submission to them of detailed plans and specifications and a fixed price contract for the proposed work at a duly called meeting of the Association, the Association may be authorized to make or have made structural alterations in the general common elements and/or limited common elements. No Co-owner of a Residence may make any structural alterations or additions to the Property without first having the plans and specifications therefor approved in writing by the Association and depositing with the Association an amount of money sufficient, in the sole discretion of the Association, to defray all costs, if any, of modifying this Master Deed and recording said modification, including attorneys fees.

24. **PARKING SPACES:** Each one-bedroom and two-bedroom Residence shall have one (1) parking space designated as a Limited Common Element. Each three-bedroom Residence shall have two (2) parking spaces designated as Limited Common Elements. In addition, if an Owner has been assigned an additional parking space in addition to the spaces provided above, he shall at the time of the closing of the purchase of his Residence elect to have that space designated as a Limited Common Element for his Residence, or have it remain as a GCE/Assignable Space as hereinafter defined. If such Owner elects to have the additional space designated as a Limited Common Element for his Residence, the Master Deed shall be amended by the Association to reflect such election. The remaining parking spaces, as well as any GCE/Assignable Spaces (as hereinafter described in this section) which revert to the Association,

shall be assigned by the Association for invitees, guests, handicapped persons and for such other purposes as it shall determine. A GCE/Assignable Space is a space that is a General Common Element that has been initially assigned or is to be assigned by Developer to a specific Owner for his/her exclusive use and is in addition to the parking space(s) designated as Limited Common Element(s) for specific Residences. Such space may be assigned by the Owner thereof to any other Owner of a Residence upon providing the Association with written notice of such assignment. In the event that the Assignee of a GCE/Assignable Space has not assigned such space to another Owner of a Residence at the time such Owner transfers his interest in his Residence, then such space shall no longer be a GCE/Assignable Space and shall revert to being a non-assignable General Common Element space controlled by the Association. So long as a GCE/Assignable Space is retained by an Owner, such Owner shall be responsible for paying any expenses related thereto. No boats, camping vehicles or non-functioning automobiles may be kept in the parking area.

25. STORAGE UNITS. Storage Units as shown on the Floor Plans may be assigned by the Developer to the Owner of a Residence and such Owner shall, at the time of such assignment, elect to have such Storage Unit designated as a LCB for that Residence, in which case the Master Deed shall be amended to reflect such election, or have it designated as a GCE/Assignable Storage Unit, in which case such Owner may assign it to any other Owner of a Residence upon written notice being given to the Association of such assignment. If the Owner of a GCE/Assignable Storage Unit has not reassigned such Storage Unit at the time of the transfer of his Residence, such Storage Unit shall revert to the Association and be under its exclusive control as a General Common Element. So long as a Storage Unit is assigned to the Owner of a Residence, any expenses related thereto shall be paid by such Owner.

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IN WITNESS WHEREOF, Riverview Condominium Associates, LLC, a limited liability company, has executed this Master Deed this 12 day of August, 2004.

WITNESSES:

RIVERVIEW CONDOMINIUM ASSOCIATES, LLC,
a South Carolina limited liability company

Cheryl Cordon
Tamara C Davis

By: Arthur H. Applegate
Manager

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me Cheryl Cordon and made oath that (s)he saw the within named RIVERVIEW CONDOMINIUM ASSOCIATES, LLC, a limited liability company by Arthur H. Applegate, its Manager, sign, seal and deliver this Master Deed and that (s)he with Tamara C Davis witnessed the execution thereof.

Cheryl Cordon

SWORN to before me this 17th
day of August, 2004.

Tamara C Davis (SEAL)
Notary Public for South Carolina
My Commission Expires: 8/25/05

BK V506PG253

EXHIBIT "A"
TO MASTER DEED ESTABLISHING
THE ALBEMARLE HORIZONTAL PROPERTY REGIME

PLAT

CHARLESTON 44333, B

000088

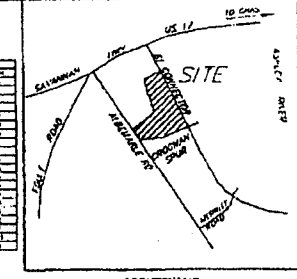
REFERENCES

1. PLAT SHOWING PARCELS 12 & 13, ALL PROPERTY OF P.S. CHARLESTON CORPORATION, DATED JANUARY 21, 1984, REVISED AUGUST 8, 1984, BY ANDREW C. CLEGG, SCPLS NO. 3433-1, AND RECORDED IN PLAT BOOK 1A, PAGE 271.
2. PLAT OF A PORTION OF PROPERTY OWNED BY ATLANTIC COAST LANE BUILDING COMPANY, DATED NOVEMBER 1983, BY JOHN MCGRAW, JR., CC # 18 NO. 813, RECORDED IN PLAT BOOK C, PAGE 143.
3. PLAT OF A 3.1253 ACRE TRACT OWNED BY PRE-STRESS LAND COMPANY, A PARTNERSHIP, DATED MAY 2, 1988, BY ANDREW C. CLEGG, SCPLS NO. 3433-1, REVISED AS EXHIBIT "A" IN A DEED RECORDED IN BOOK 817, PAGE 250-251.
4. DEEDS OF PAVIDENT AND MARION REVENUE, SC #1 CONVEYED BY PRESTRESS LAND COMPANY, DATED 12-25-84, BY DEED, ENGINEERING REVISION (NOT RECORDED).
5. DEED PLANS FOR S.E. ROUTE 91 CONVEYED, PROJECT 88-10747, FILE 15234.
6. PLAT BY BRIDGECORP, INC. DATED JANUARY 23, 1990, REVISED DATE MAY 24, 1991, (NOT RECORDED).
7. DRAWING BY HLA, INC. SHOWING S.E. DITCH-DOWN CRITICAL LINE DATED SEPTEMBER 18, 2001, (NOT RECORDED).
8. PLAT BY HLA, INC. SHOWING PARCELS 2A & 2B DATED DECEMBER 6, 2001, RECORDED IN PLAT BOOK 17, PAGE 341.

LEGEND

- BOUNDARY LINE & CORNER FOUND (AS DESCRIBED)
- BOUNDARY LINE & CORNER SET (1/4" REBAR)
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE (AS DESCRIBED)
- CENTERLINE

LINE	LENGTH	BEARING	AREA	LINE	LENGTH	BEARING	AREA
1	11.00	N 0° 0' 0" E	0.00	11	11.00	N 0° 0' 0" E	0.00
2	11.00	N 0° 0' 0" E	0.00	12	11.00	N 0° 0' 0" E	0.00
3	11.00	N 0° 0' 0" E	0.00	13	11.00	N 0° 0' 0" E	0.00
4	11.00	N 0° 0' 0" E	0.00	14	11.00	N 0° 0' 0" E	0.00
5	11.00	N 0° 0' 0" E	0.00	15	11.00	N 0° 0' 0" E	0.00
6	11.00	N 0° 0' 0" E	0.00	16	11.00	N 0° 0' 0" E	0.00
7	11.00	N 0° 0' 0" E	0.00	17	11.00	N 0° 0' 0" E	0.00
8	11.00	N 0° 0' 0" E	0.00	18	11.00	N 0° 0' 0" E	0.00
9	11.00	N 0° 0' 0" E	0.00	19	11.00	N 0° 0' 0" E	0.00
10	11.00	N 0° 0' 0" E	0.00	20	11.00	N 0° 0' 0" E	0.00

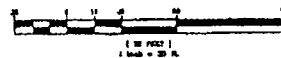


THE ALBEMARLE PARKING SPACE ASSIGNMENTS

PARKING SPACE #	UNIT #	PARKING SPACE #	UNIT #	PARKING SPACE #	UNIT #	PARKING SPACE #	UNIT #
1	502	24	207	47	508	69a	301
2	402	25	OCB-A	48	209	70	401
3	302	26	513	49	303	70a	401
4	202	27	OCB-A	50	403	71	OCB-A
5	503	28	OCB-A	51	508	72	311
6	403	29	OCB-A	52	210	73	OCB-A
7	208	30	OCB-A	53	310	74	411
8	OCB-A	31	OCB-A	54	410	75	311
9	304	32	OCB-A	55	510	76	OCB-A
10	404	33	OCB-A	56	512	77	413
11	304	34	303	57	412	78	313
12	204	35	OCB-A	58	312	79	OCB-A
13	OCB-A	36	203	59	212	80	213
14	405	37	OCB-A	60	318	81	514
15	305	38	OCB-A	61	418	82	414
16	OCB-A	39	OCB-A	62	318	83	314
17	508	40	308	63	OCB-A	84	OCB-A
18	408	41	OCB-A	64	325	85	OCB-A
19	308	42	OCB-A	65	OCB-A	86	515
20	208	43	201	66	OCB-A	87	415
21	OCB-A	44	OCB-A	67	201	88	315
22	407	45	208	68	OCB-A	89	211
23	307	46	OCB-A	69c	507	90	501
		46	408	69	301	91	OCB-A

NOTE:
ONE PARKING SPACE IS ASSIGNED TO EACH UNIT.
THE REMAINING SPACES (SHOWN IN BOLD PRINT ABOVE) ARE DESIGNATED AS:
OCB-A GENERAL COMMON ELEMENT-ASSIGNABLE

GRAPHIC SCALE



PARCEL 20
ALBEMARLE PROPERTIES, L.L.C.
NO. 42-11-00-056

THESE 10 PARKING SPACES ARE FOR EXCLUS. A DIVITES OF ALBEMARLE CONDOMINIUM ASSOCIATES

TOWNHOUSE PARKING IS SITUATED IN THE GARAGE BENEATH THE INDIVIDUAL TOWNHOUSE (8 SPACES TOTAL)

ALBEMARLE ROAD (8-10-612)
(50' R/W)

BOUNDARY EXHIBIT
SHOWING PARCEL 2A
(TMS NO. 421-11-00-056) 2.913 ACRES

RIVERVIEW CONDOMINIUM ASSOCIATES, L.L.C.

LOCATED IN
THE CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

DATED SEPTEMBER 18, 2001 SCALE 1"=80'

HLA

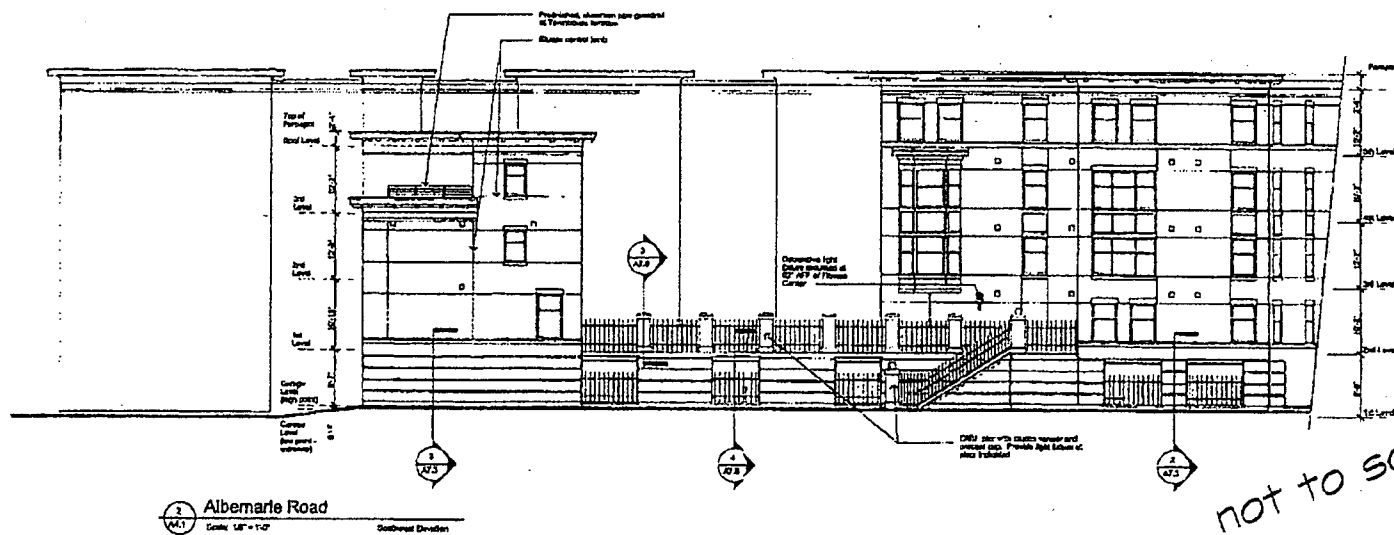
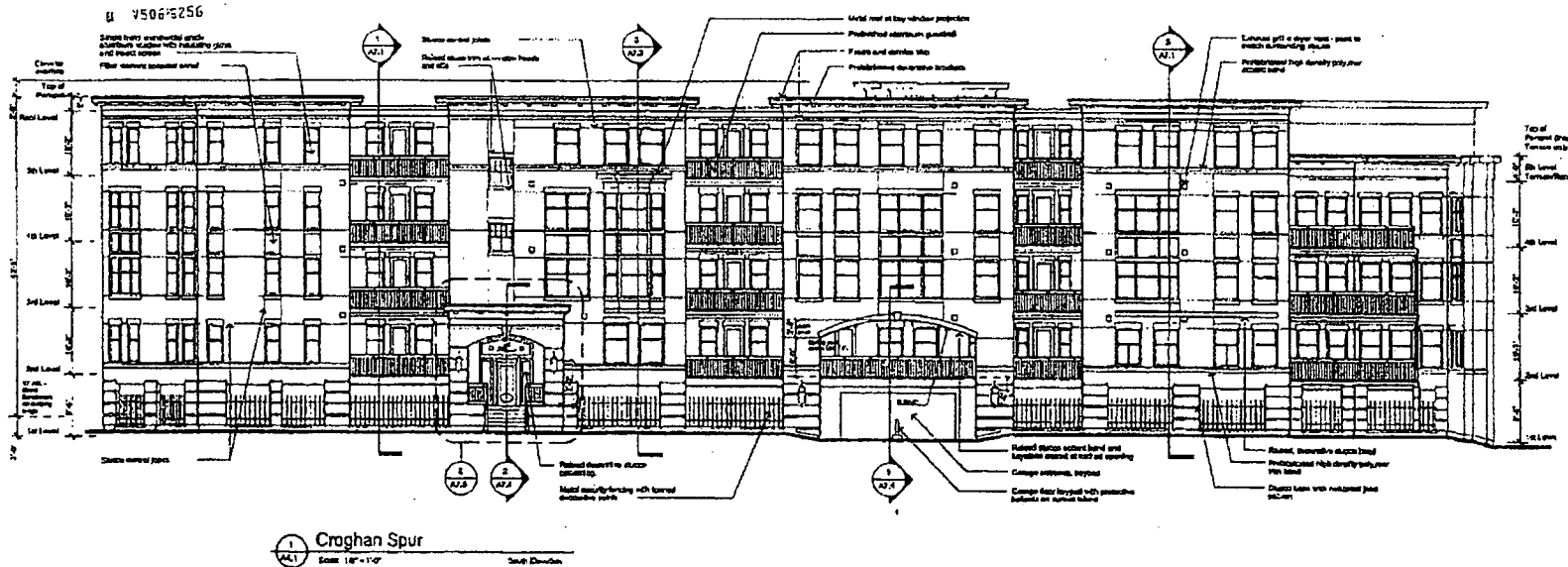
LAND PLANNING LANDSCAPE ARCHITECTURE
ONE LEXINGTON SQUARE
20 Lexington Drive, All Charleston SC 29407-4898
803.583.3366



BK V506PG255

EXHIBITS "A-1" through "A-6"
TO MASTER DEED ESTABLISHING
THE ALBEMARLE HORIZONTAL PROPERTY REGIME

DRAWINGS SHOWING THE VERTICAL LOCATION
OF THE BUILDINGS AND IMPROVEMENTS



not to scale

CONVICT "A-1" TO MASTER DEED
ESTABLISHING THE ALLEGED FORECLOSURE
PROPERTY LINE

3168 Marcer University Dr. Suite 201 Atlanta, GA 30341
Telephone: 770-455-9977 Facsimile: 770-455-9989

Simmons Germany Nonemaker + Associates, Inc.
Planning Architecture Landscape Architecture

1

SGN+

Revisions:

Date: _____ Disposition: _____

CRIM: 1. Parents' notification
INVEST: 2. Forensic examination of the _____
INVEST: 3. _____
INVEST: 4. _____
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The Albemarle Condominium
Construction Documents
Charleston, South Carolina

Regional Director by The American Cancer Society, Inc.

This directory is an instrument of service, in that it permits the privacy of SCPIA and shall not be reproduced, published or used in any way without permission of SCPIA.

Sheet Title:
Building Elevation -
Crofton Spr and
A Darnette Road

Date: 17 September 2001

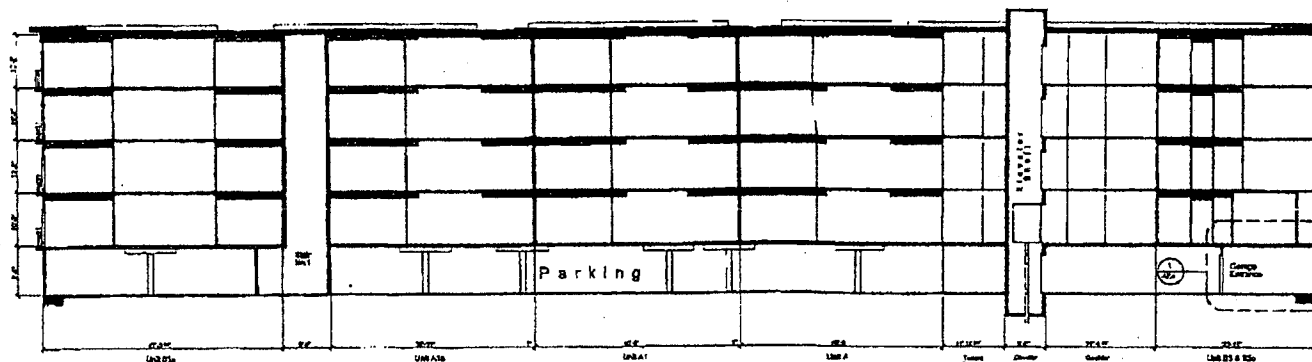
Sheet Number.

A4 1

4506-4257



1 61 Expressway Connector
Scale: 3/32" = 1'-0"
Northeast Elevation



2 Transverse Building Section
Scale: 3/32" = 1'-0"
Northwest Wing

Not to Scale

SHOWN "AS-IF" TO MASTER DEED
ESTABLISHING THE ALBEMARLE HORIZONTAL
PROPERTY REGIME

3168 Mercer University Dr., Suite 201 Atlanta, GA 30341
Telephone: 770-455-9977 Facsimile: 770-455-9988

Simonson Grunwald Honsberger + Associates, Inc.
Architect Landscape Architecture

SGN+A

Revisions:

Date	Description
10/17/2001	1. Final approval
10/17/2001	2. Final approval
10/17/2001	3. Final approval
10/17/2001	4. Final approval

Construction Documents
The Albemarle Condominium
Charleston, South Carolina

A. Richard Development, Inc. is the owner of the property. A. Richard Development, Inc. is the owner of the property. A. Richard Development, Inc. is the owner of the property.

This drawing is an instrument of service, and shall remain the property of SGN+A and shall not be reproduced, published or used in any way without permission of SGN+A.

Sheet Title:
Building Elevation and Section
61 Expressway Connector,
Northeast Wing

Date:
17 September 2001

Sheet Number:

A4.2

As Noted for Construction

00000



Not to Scale

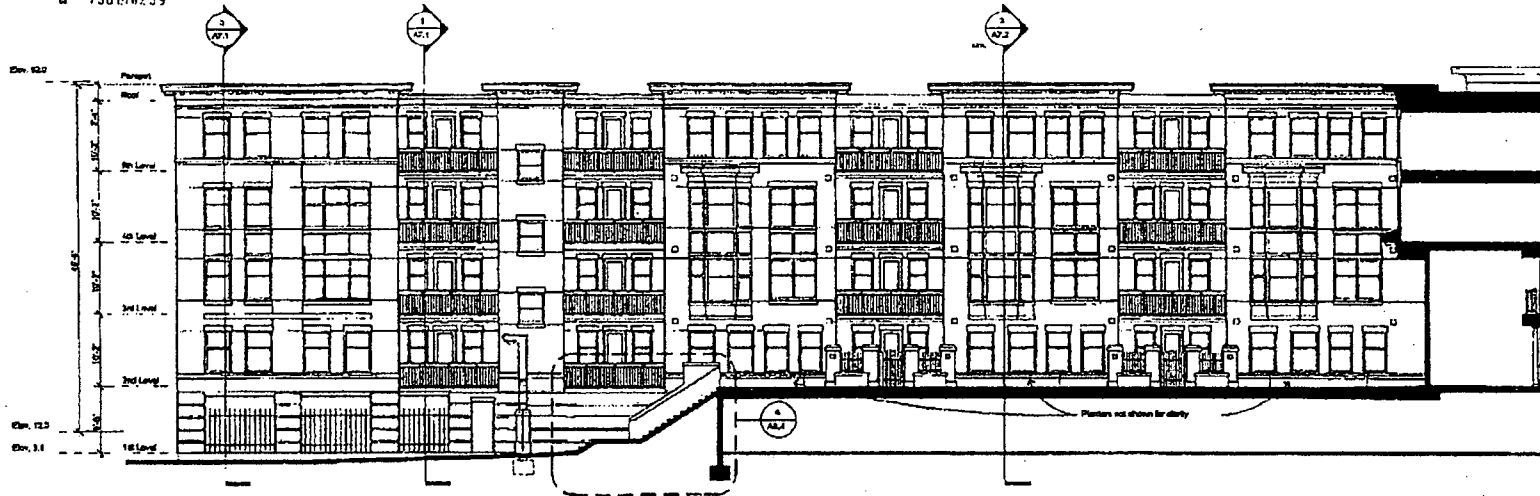
EXHIBIT "A-3" TO MASTER DEED
ESTABLISHING THE ALDEMARLE HORIZONT
PROPERTY SCHEME

SGN+A

A4.3

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U Y506P6259



1 Courtyard - Expressway Wing
Scale: 1/8" = 1'-0"
Northwest Facing



2 Courtyard - Townhouses
Scale: 1/8" = 1'-0"
South Facing

SGN+A
Simonson Germany Nonemaker + Associates, Inc.
Planning Architecture Landscape Architecture
3153 Mercer University Dr. Suite 201 Atlanta, GA 30341
Telephone: 770-455-9377 Facsimile: 770-455-9988

Revisions:

Date:	Description:
09/17/01	1. Initial Design
09/17/01	2. Final Design
09/17/01	3. Final Design

Construction Documents
The Albemarle Condominium
Charleston, South Carolina

This drawing is an instrument of service, and shall remain the property of SGN+A, and shall not be reproduced, published or used in any way without permission of SGN+A.

Sheet Title:
Building Elevations -
Courtyard of
Expressway Wing and
Townhouses

Date:
17 September 2001

Sheet Number:

A4.4

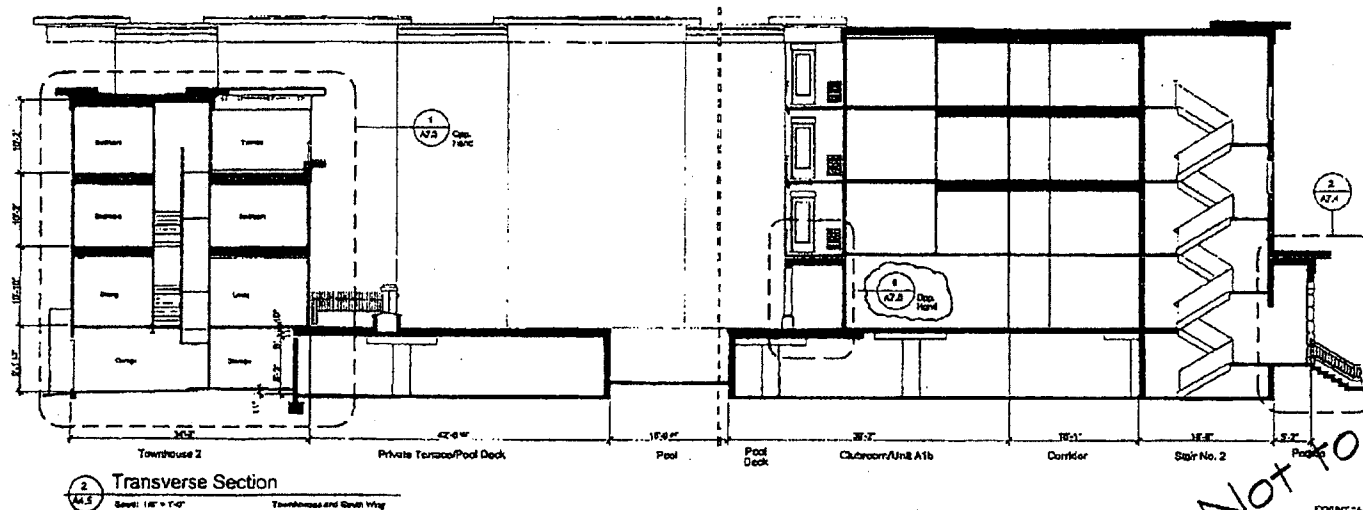
A. Scaled for Construction Documents, LLC

Not to Scale

CONSIST 1/4" TO MASTER USED
ESTABLISHING THE ALBEMARLE HORIZONTAL
PROPERTY RECORD

[illegible]

Cross Section
Scale: 1" = 1'-0" Northwest Wing and Towercases



2 Transverse Section
A4.5 Scale: 1/8" = 1'-0" Trenchhouse and South Wing

15'6"

5'7"

STAIRS

STAIR No. 2

Not to Scale

DON'T "AS" TO MASTER DEED
ESTABLISH THE ALLEGED HORIZONTAL
PROPERTY LINE

EXHIBIT "A-6" TO MASTER DEED
ESTABLISHING THE ALLEGEDLY HORIZONTAL
PROPERTY REGRE

SGN+A

A4.5

Simonson Germany Nonemaker + Associates, Inc.
Planning Architecture Landscapes Architecture
3168 Mercer University Dr. Suite 201 Atlanta, GA 30341
Telephone: 770-455-9977 Facsimile: 770-455-9808

Revisions:

[illegible]

Construction Documents
The Albemarle Condominium
 Charleston, South Carolina

A. Reichman: Dr. response by The American Condensation Association, LLC

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Sheet Title:
Building Sections -
NE Wing/Townhouses &
Townhouses/South Wing

Date:
17 September 2001

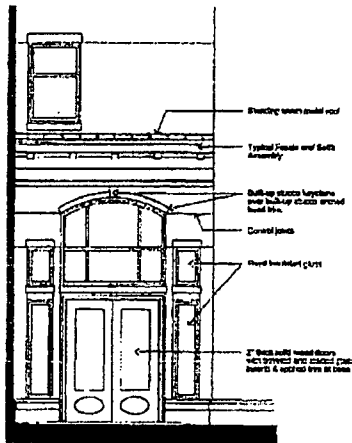
Sheet Number:

United Air Construction

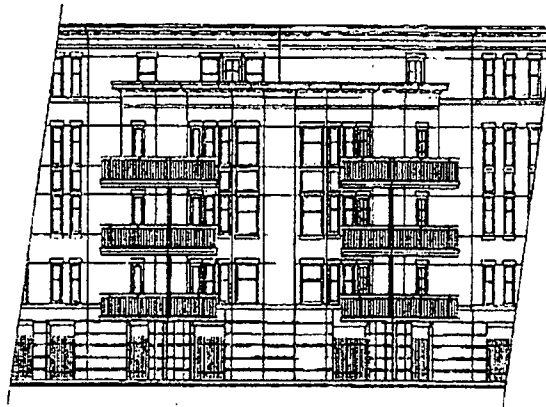
Y506F261



1 Cross Section
Scale: 1/8" = 1'-0"



2 Lobby Entrance Elevation
Scale: 1/4" = 1'-0"



3 Partial Elevation - SE Corner
Scale: 1/8" = 1'-0"



4 Partial Elevation Side of Typical Deck
Scale: 1/8" = 1'-0"

Not to Scale

EXHIBIT "A-4" TO MASTER SPEC
ESTABLISHING THE ALBEMARLE HOMES-ITAL
PROPERTY REGIME

Revisions:

Date:	Description:
10/17/2001	1. Construction Documents
10/17/2001	2. Construction Documents
10/17/2001	3. Construction Documents
10/17/2001	4. Construction Documents

The Albemarle Condominium
Charleston, South Carolina

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Sheet Title:
Building Sections and
Elevation Details -
NE Wing/Pool Terrace,
Lobby Entrance and
SE Corner

Date:
17 September 2001

Sheet Number:

A4.6

3168 Mercer University Dr., Suite 201 Atlanta, GA 30341
Telephone: 770-495-9977 Facsimile: 770-456-9983

Simonson Germany Nonemaker + Associates, Inc.
Planning Architecture Landscape Architecture

SGN+A

Construction Documents

A professional development by The Nonemaker Construction Associates, LLC Charleston, South Carolina

Revised to Construction

360000

EXHIBIT "B"
TO MASTER DEED ESTABLISHING
THE ALBEMARLE CONDOMINIUMS HORIZONTAL PROPERTY REGIME

DESCRIPTION OF UNITS

Residence #201, designated as "The Cooper" floor plan, is located in the southeastern corner of the first residential floor of the Main Building and is comprised of 3 bedrooms and 2 ½ baths with a total of 2,336 square feet, 2,168 square feet of which is heated space and 168 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #301, designated as "The Cooper" floor plan, is located in the southeastern corner of the second residential floor of the Main Building and is comprised of 3 bedrooms and 2 ½ baths with a total of 2,336 square feet, 2,168 square feet of which is heated space and 168 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #401, designated as "The Cooper" floor plan, is located in the southeastern corner of the third residential floor of the Main Building and is comprised of 3 bedrooms and 2 ½ baths with a total of 2,336 square feet, 2,168 square feet of which is heated space and 168 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #501, designated as "The Augusta" floor plan, is located in the southeastern corner of the fourth residential floor of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,530 square feet, 1,280 square feet of which is heated space and 250 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #202, designated as "The Lord Ashley" floor plan, is located on the eastern side of the first residential floor of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,610 square feet, 1,475 square feet of which is heated space and 135 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #302, designated as "The Lord Ashley" floor plan, is located on the eastern side of the second residential floor of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,610 square feet, 1,475 square feet of which is heated space and 135 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #402, designated as "The Lord Ashley" floor plan, is located on the eastern side of the third residential floor of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,610 square feet, 1,475 square feet of which is heated space and 135 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #502, designated as "The Lord Ashley" floor plan, is located on the eastern side of the fourth residential floor of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,860 square feet, 1,475 square feet of which is heated space and 385 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #203, designated as "The Dawhoo" floor plan, is located on the eastern side of the first residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,691 square feet, 1,580 square feet of which is heated space and 111 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #303, designated as "The Dawhoo" floor plan, is located on the eastern side of the second residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,691 square feet, 1,580 square feet of which is heated space and 111 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #403, designated as "The Dawhoo" floor plan, is located on the eastern side of the third residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,691 square feet, 1,580 square feet of which is heated space and 111 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #503, designated as "The Dawhoo" floor plan, is located on the eastern side of the fourth residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,691 square feet, 1,580 square feet of which is heated space and 111 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #204, designated as "The Stono" floor plan, is located on the eastern side of the first residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,539 square feet, 1,427 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #304, designated as "The Stono" floor plan, is located on the eastern side of the second residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,539 square feet, 1,427 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #404, designated as "The Stono" floor plan, is located on the eastern side of the third residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,539 square feet, 1,427 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #504, designated as "The Stono" floor plan, is located on the eastern side of the fourth residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,539 square feet, 1,427 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #205, designated as "The Stono" floor plan, is located on the eastern side of the first residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,539 square feet, 1,427 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #305, designated as "The Stono" floor plan, is located on the eastern side of the second residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,539 square feet, 1,427 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #405, designated as "The Stono" floor plan, is located on the eastern side of the third residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,539 square feet, 1,427 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #505, designated as "The Stono" floor plan, is located on the eastern side of the fourth residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,539 square feet, 1,427 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #206, designated as "The Edisto" floor plan, is located on the northeastern corner of the first residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,560 square feet, 1,444 square feet of which is heated space and 116 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #306, designated as "The Edisto" floor plan, is located on the northeastern corner of the second residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,560 square feet, 1,444 square feet of which is heated space and 116 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #406, designated as "The Edisto" floor plan, is located on the northeastern corner of the third residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,560 square feet, 1,444 square feet of which is heated space and 116 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #506, designated as "The Edisto" floor plan, is located on the northeastern corner of the fourth residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,560 square feet, 1,444 square feet of which is heated space and 116 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #207, designated as "The Edisto II" floor plan, is located on the northwestern corner of the first residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,560 square feet, 1,444 square feet of which is heated space and 116 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #307, designated as "The Edisto II" floor plan, is located on the northwestern corner of the second residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,560 square feet, 1,444 square feet of which is heated space and 116 square feet of which is balcony, all as more fully shown on the Floor Plans.

BK V506PG265

Residence #407, designated as "The Edisto II" floor plan, is located on the northwestern corner of the third residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,560 square feet, 1,444 square feet of which is heated space and 116 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #507, designated as "The Edisto II" floor plan, is located on the northwestern corner of the fourth residential floor of the Main Building and is comprised of 2 bedrooms and 2 baths with a total of 1,560 square feet, 1,444 square feet of which is heated space and 116 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #208, designated as "The Ashpoo" floor plan, is located on the western side of the first residential floor of the Main Building and is comprised of 1 bedroom and 1 1/2 baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #308, designated as "The Ashpoo" floor plan, is located on the western side of the second residential floor of the Main Building and is comprised of 1 bedroom and 1 1/2 baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #408, designated as "The Ashpoo" floor plan, is located on the western side of the third residential floor of the Main Building and is comprised of 1 bedroom and 1 1/2 baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #508, designated as "The Ashpoo" floor plan, is located on the western side of the fourth residential floor of the Main Building and is comprised of 1 bedroom and 1 1/2 baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #209, designated as "The Ashpoo" floor plan, is located on the western side of the first residential floor of the Main Building and is comprised of 1 bedroom and 1 1/2 baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is patio, all as more fully shown on the Floor Plans.

Residence #309, designated as "The Ashpoo" floor plan, is located on the western side of the second residential floor of the Main Building and is comprised of 1 bedroom and 1 1/2 baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #409, designated as "The Ashpoo" floor plan, is located on the western side of the third residential floor of the Main Building and is comprised of 1 bedroom and 1 1/2 baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

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BK V506PG266

Residence #509, designated as "The Ashepoo" floor plan, is located on the western side of the fourth residential floor of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #210, designated as "The Ashepoo" floor plan, is located on the western side of the first residential floor of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is patio, all as more fully shown on the Floor Plans.

Residence #310, designated as "The Ashepoo" floor plan, is located on the western side of the second residential floor of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #410, designated as "The Ashepoo" floor plan, is located on the western side of the third residential floor of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #510, designated as "The Ashepoo" floor plan, is located on the western side of the fourth residential floor of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #211, designated as "The Beaufort" floor plan, is located on the southern side of the first residential floor of the western wing of the Main Building and is comprised of 2 bedrooms and 2 ½ baths with a total of 1,990 square feet, 1,787 square feet of which is heated space and 203 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #311, designated as "The Wappoo" floor plan, is located on the southern side of the second residential floor of the western wing of the Main Building and is comprised of 2 bedrooms and 2 ½ baths with a total of 2,025 square feet, 1,914 square feet of which is heated space and 111 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #411, designated as "The Wappoo" floor plan, is located on the southern side of the third residential floor of the western wing of the Main Building and is comprised of 2 bedrooms and 2 ½ baths with a total of 2,025 square feet, 1,914 square feet of which is heated space and 111 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #511, designated as "The Wappoo" floor plan, is located on the southern side of the fourth residential floor of the western wing of the Main Building and is comprised of 2 bedrooms and 2 ½ baths with a total of 2,025 square feet, 1,914 square feet of which is heated space and 111 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #212, designated as "The Ashepoo II" floor plan, is located on the southern side of the first residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #312, designated as "The Ashepoo II" floor plan, is located on the southern side of the second residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #412, designated as "The Ashepoo II" floor plan, is located on the southern side of the third residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #512, designated as "The Ashepoo II" floor plan, is located on the southern side of the fourth residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,242 square feet, 1,130 square feet of which is heated space and 112 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #213, designated as "The Waccamaw" floor plan, is located at the southwestern end of the first residential floor of the western wing of the Main Building and is comprised of 2 bedrooms and 2 ½ baths with a total of 1,698 square feet, 1,579 square feet of which is heated space and 119 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #313, designated as "The Waccamaw" floor plan, is located at the southwestern end of the second residential floor of the western wing of the Main Building and is comprised of 2 bedrooms and 2 ½ baths with a total of 1,698 square feet, 1,579 square feet of which is heated space and 119 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #413, designated as "The Waccamaw" floor plan, is located at the southwestern end of the third residential floor of the western wing of the Main Building and is comprised of 2 bedrooms and 2 ½ baths with a total of 1,698 square feet, 1,579 square feet of which is heated space and 119 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #513, designated as "The Waccamaw" floor plan, is located at the southwestern end of the fourth residential floor of the western wing of the Main Building and is comprised of 2 bedrooms and 2 ½ baths with a total of 1,698 square feet, 1,579 square feet of which is heated space and 119 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #314, designated as "The Carolina" floor plan, is located at the northwestern corner of the second residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,210 square feet, 1,146 square feet of which is heated space and 89 square feet of which is balcony, all as more fully shown on the Floor Plans.

BK Y506PG268

Residence #414, designated as "The Carolina" floor plan, is located at the northwestern corner of the third residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,210 square feet, 1,146 square feet of which is heated space and 89 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #514, designated as "The Carolina" floor plan, is located at the northwestern corner of the fourth residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 ½ baths with a total of 1,210 square feet, 1,146 square feet of which is heated space and 89 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #315, designated as "The Windermere" floor plan, is located on the northern side of the second residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 ½ bath with a total of 1,180 square feet, 1,075 square feet of which is heated space and 105 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #415, designated as "The Windermere" floor plan, is located on the northern side of the third residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 ½ bath with a total of 1,180 square feet, 1,075 square feet of which is heated space and 105 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #515, designated as "The Windermere" floor plan, is located on the northern side of the fourth residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 ½ bath with a total of 1,180 square feet, 1,075 square feet of which is heated space and 105 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #316, designated as "The Chadwick" floor plan, is located on the northern side of the second residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 bath with a total of 1,105 square feet, 1,014 square feet of which is heated space and 91 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #416, designated as "The Chadwick" floor plan, is located on the northern side of the third residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 bath with a total of 1,105 square feet, 1,014 square feet of which is heated space and 91 square feet of which is balcony, all as more fully shown on the Floor Plans.

Residence #516, designated as "The Chadwick" floor plan, is located on the northern side of the fourth residential floor of the western wing of the Main Building and is comprised of 1 bedroom and 1 bath with a total of 1,105 square feet, 1,014 square feet of which is heated space and 91 square feet of which is balcony, all as more fully shown on the Floor Plans.

Townhouse #101, designated as "The Porter House" floor plan, is a four-level townhouse, the first level being utilized for 2 parking spaces, with 3 bedrooms and 3 ½ baths, located on the western end of the row of 4 townhouses situated on the northern side of the west wing of the Main Building containing a total of 3,433 square feet, comprised of a total of 2,222 square feet of which is heated space, 276 square feet for the rooftop terrace, 259 square feet for the patio, 412

square feet for the garage and 264 square feet of storage space, all as more fully shown on the Floor Plans.

Townhouse #102, designated as "The Elliott House" floor plan, is a four-level townhouse, the first level being utilized for 2 parking spaces, with 3 bedrooms and 3 ½ baths, located adjacent to Townhouse #101 in the row of 4 townhouses situated on the northern side of the west wing of the Main Building containing a total of 3,423 square feet, comprised of a total of 2,164 square feet of which is heated space, 324 square feet for the rooftop terrace, 259 square feet for the patio, 412 square feet for the garage and 264 square feet of storage space, all as more fully shown on the Floor Plans.

Townhouse #103, designated as "The Elliott House" floor plan, is a four-level townhouse, the first level being utilized for 2 parking spaces, with 3 bedrooms and 3 ½ baths, located adjacent to Townhouse #104 in the row of 4 townhouses situated on the northern side of the west wing of the Main Building containing a total of 3,423 square feet, comprised of a total of 2,164 square feet of which is heated space, 324 square feet for the rooftop terrace, 259 square feet for the patio, 412 square feet for the garage and 264 square feet of storage space, all as more fully shown on the Floor Plans.

Townhouse #104, designated as "The Porter House" floor plan, is a four-level townhouse, the first level being utilized for 2 parking spaces, with 3 bedrooms and 3 ½ baths, located at the eastern end of the row of 4 townhouses situated on the northern side of the west wing of the Main Building containing a total of 3,433 square feet, comprised of a total of 2,222 square feet of which is heated space, 276 square feet for the rooftop terrace, 259 square feet for the patio, 412 square feet for the garage and 264 square feet of storage space, all as more fully shown on the Floor Plans.

BK V506PG270

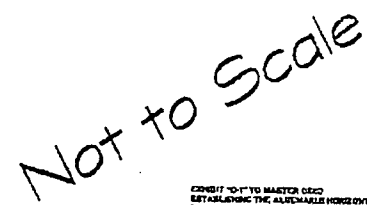
EXHIBIT "C"
TO MASTER DEED ESTABLISHING
THE ALBEMARLE HORIZONTAL PROPERTY REGIME

FLOOR PLANS

CHARLESTON044033_8

000105

00103



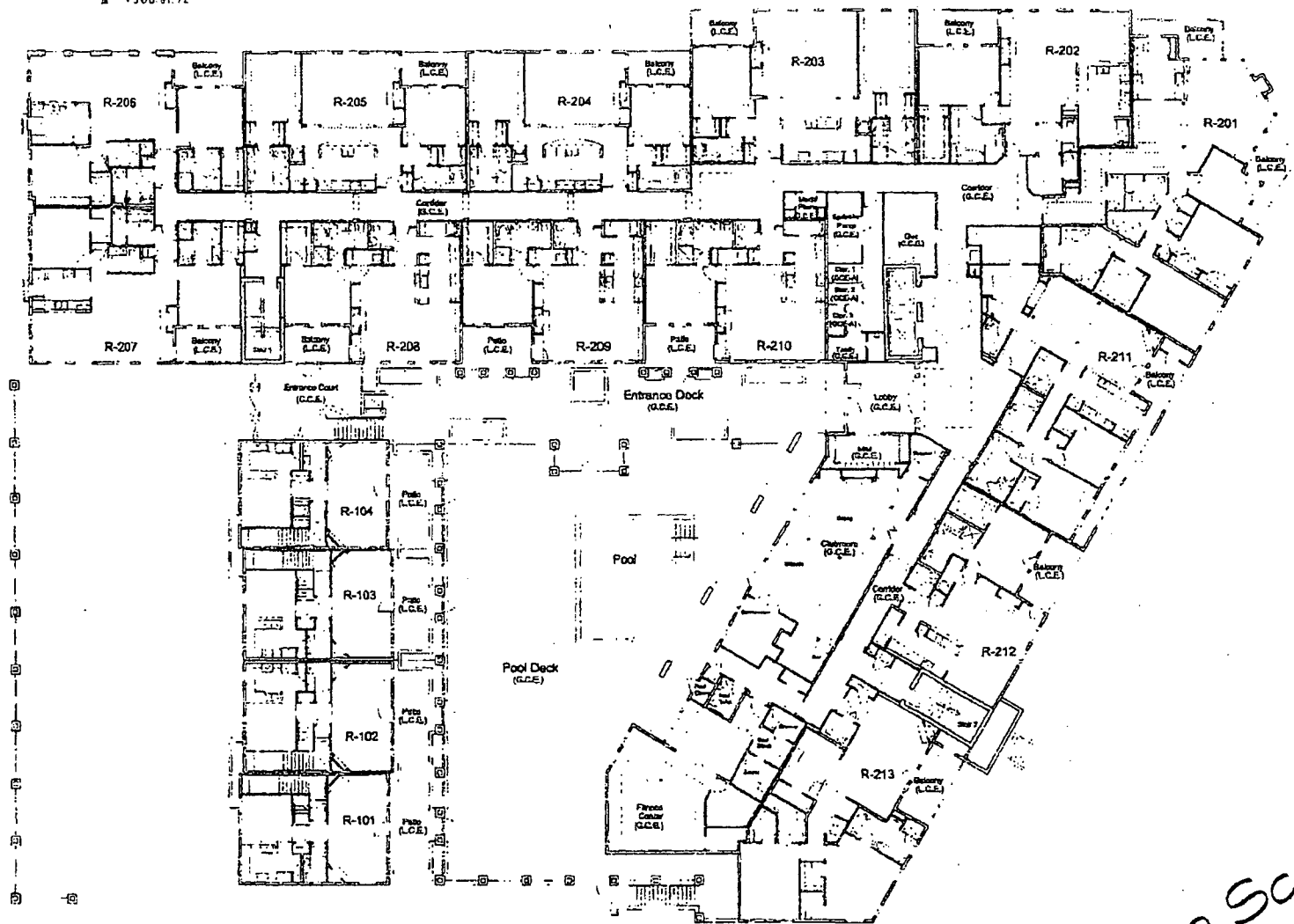
EXISTING TO-TY MASTER CORD
ESTABLISHING THE, ALTERNATE HORIZONTAL
PROPERTY RECORD

SGN+A:

20 **is Responsible for Controlling**

000107

B V50616272



Second Level Plan
Scale: 1/8" = 1'-0"

Not to Scale

EXHIBIT "C" TO MASTER DEED
ESTABLISHING THE ALBEMARLE HORIZONTAL
PROPERTY REGIME

SGN+A
Simpson Gamany Noltemaker + Associates, Inc.
Planning / Architecture / Landscape Architecture
3188 Mercer University Dr., Suite 201 Atlanta, GA 30341
Telephone: 770-455-9977 Facsimile: 770-455-9988

Revisions:

Date	Description
7-20-04	Revised Unit
8-2-04	2 Drawings

The Albemarle Condominium
Charleston, South Carolina
Condo Documents
A Registered Development by The Albemarle Condominium Association, LLC
Charleston, South Carolina

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Sheet Title:
Second Level - Terrace

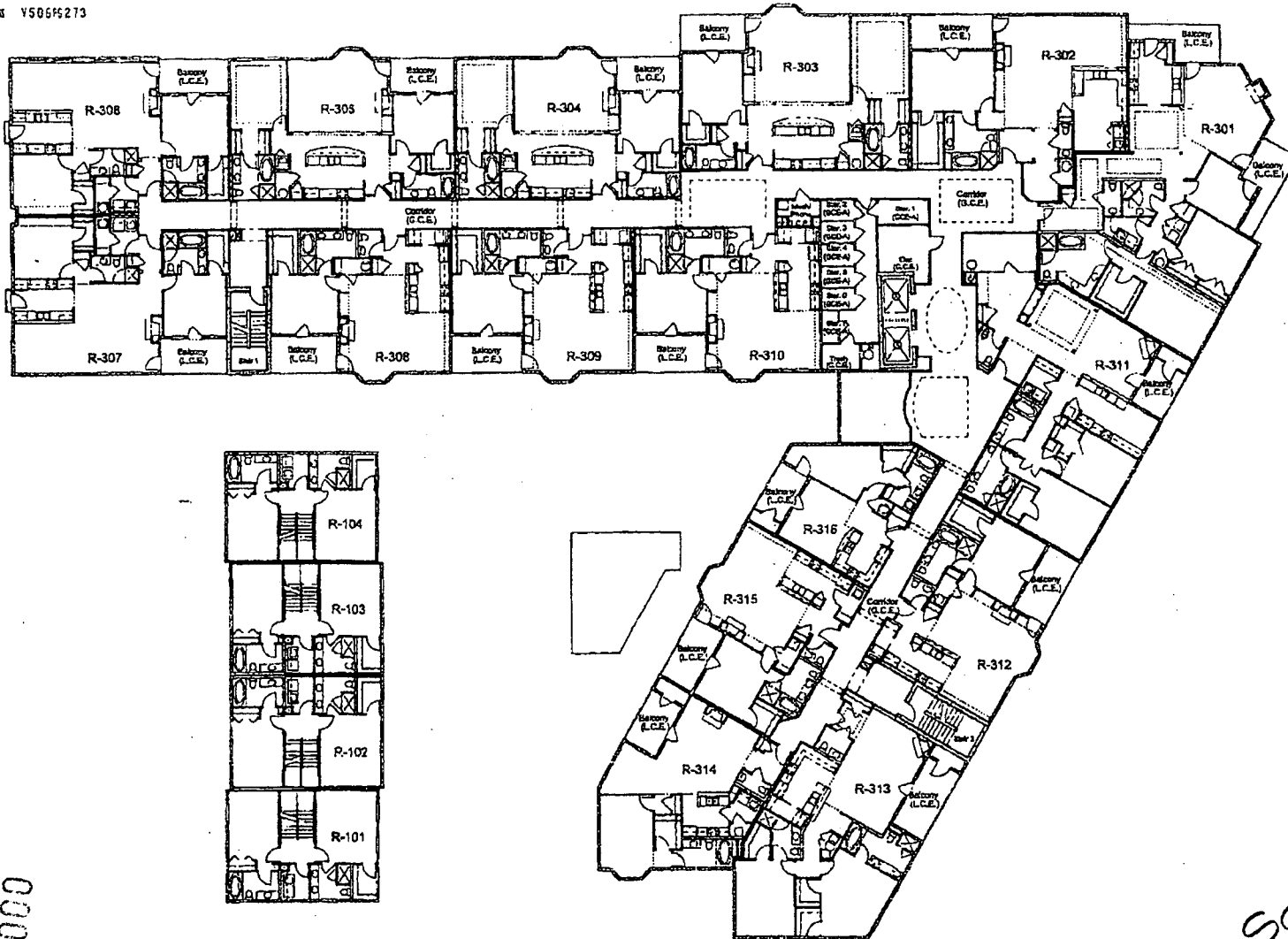
Date:
7 November 2007

Sheet Number:

A3.2

Not to be used for construction

V5064273



301000

Third Level Plan
Scale: 1/2" = 1'-0"

Not to Scale

FOR SET "C" TO MASTER DEED
ESTABLISHING THE ALBEMARLE HORIZONTAL
PROPERTY REGIME

SGN+A
Simonson Gormann Nonemaker + Associates, Inc.
Planning Architecture Landscape Architecture

3168 Mercer University Dr. Suite 201 Atlanta, GA 30341
Telephone: 770-455-9977 Facsimile: 770-455-9988

Revisions:

Date	Description
10-20-01	1. Original Issued
11-07-01	2. Revisions

Coodo Documents
The Albemarle Condominium
Charleston, South Carolina

A Substantial Development by The Albemarle Condominium Association, LLC Charleston, South Carolina

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Sheet Title:
Third Level

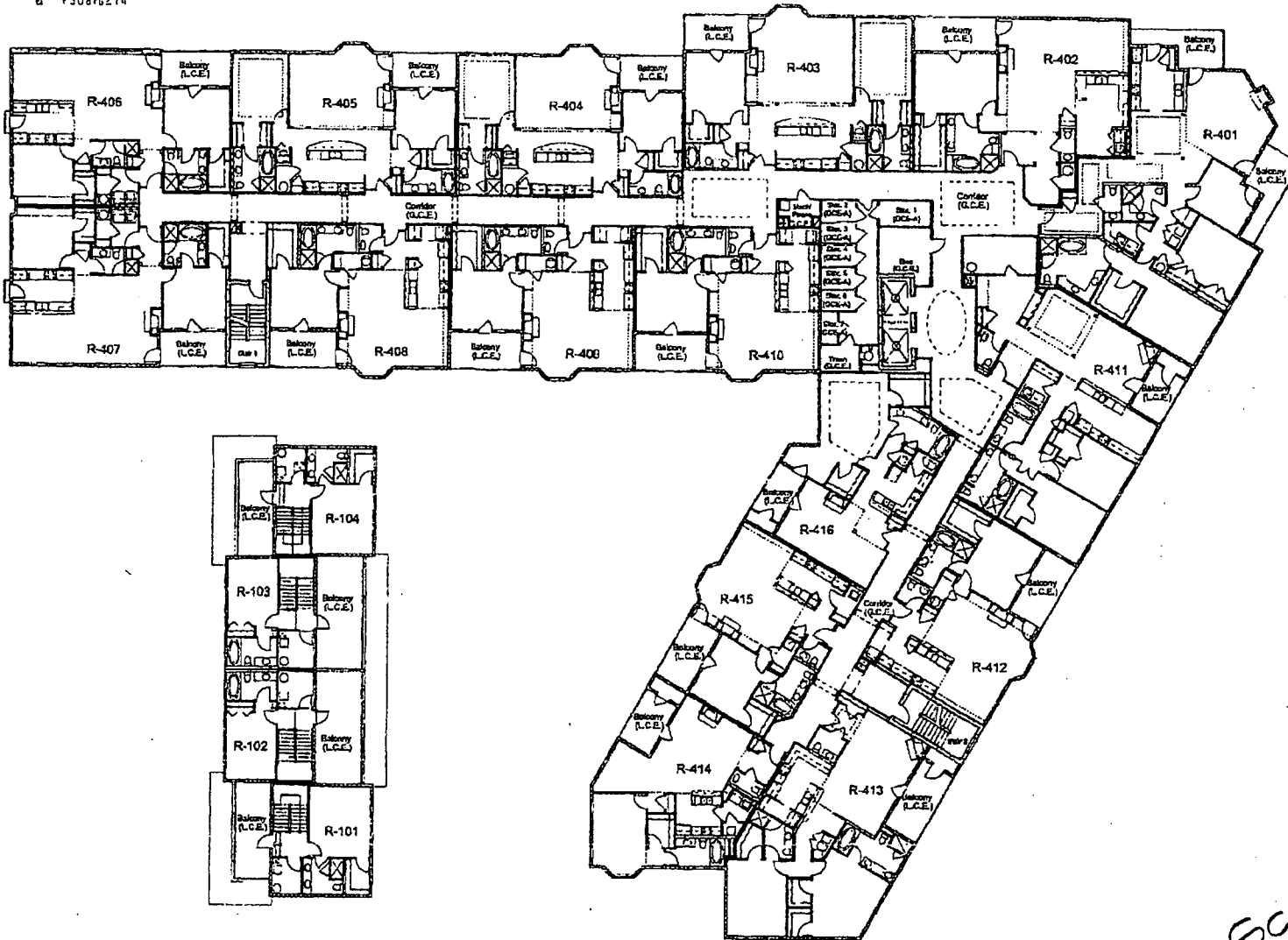
Date:
7 November 2001

Sheet Number:

A3.3

Not Intended for Construction

Y506PG274



Fourth Level Plan
Scale: 1/32" = 1'-0"

Not to Scale

CONVERT "C" TO MASTER DEED
ESTABLISHING THE ALBEMARLE HORIZONTAL
PROPERTY REGIME

SGN+A
Simmoncon Germany Noremaker + Associates, Inc.
Planning Architecture Landscape Architecture

3189 Mercer University Dr. Suite 201 Atlanta, GA 30341
Telephone: 770-455-9977 Facsimile: 770-455-9988

Revisions:
Date Description
3/22/04 1. Structural revision
3/22/04 2. Civil/landscape

Condo Documents
The Albemarle Condominium
Charleston, South Carolina

A. Handbuilt Development by The Albemarle Condominium Association, LLC
Created by South Carolina

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Sheet Title:
Fourth Level

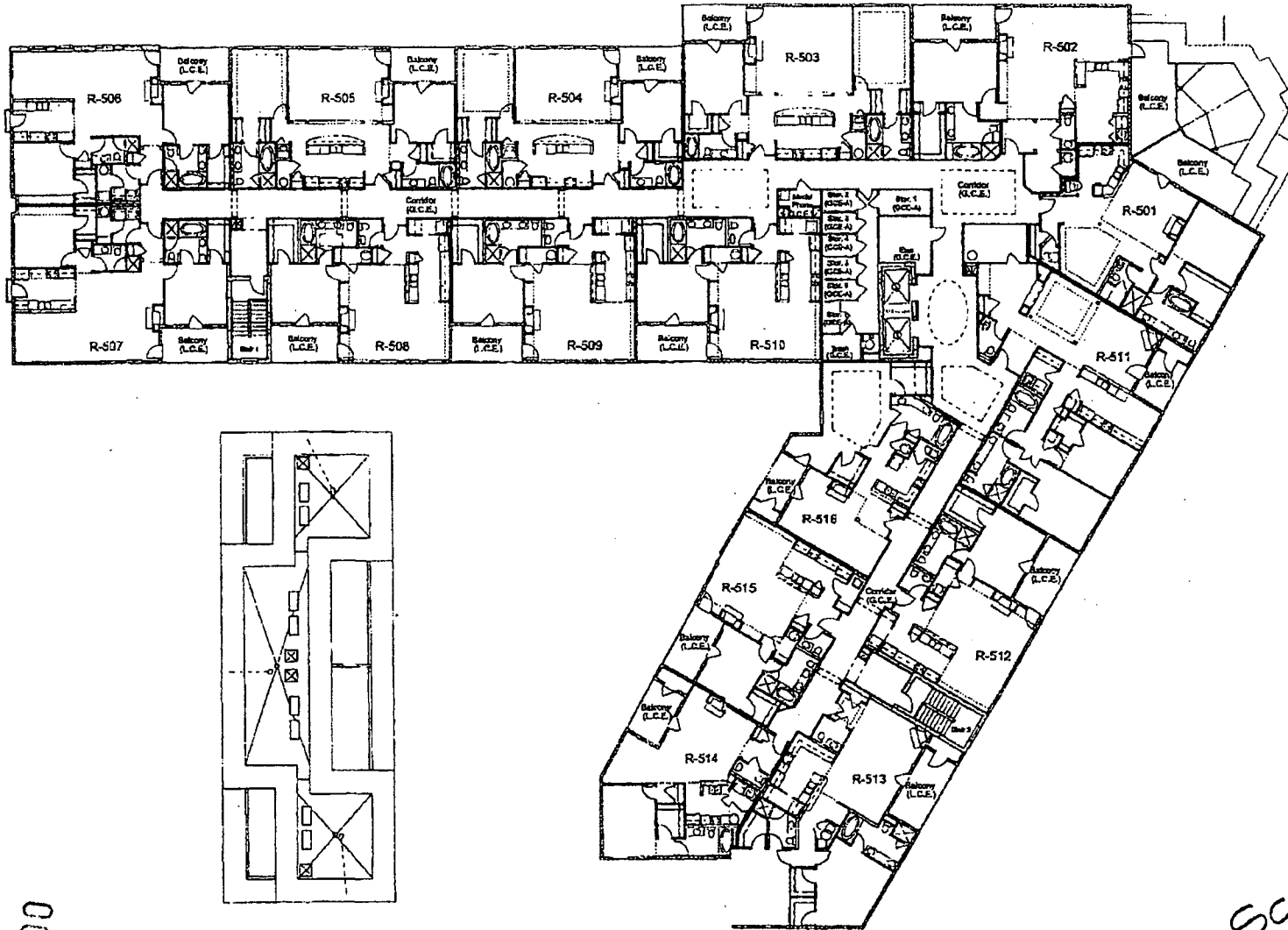
Date:
7 November 2003

Sheet Number:

A3.4

As Prepared for Construction

8 V506P275



Fifth Level Plan
Scale: 3/32" = 1'-0"

Not to Scale

EXHIBIT "C-4" TO MASTER DEED
ESTABLISHING THE ALBEMARLE HORIZONTAL
PROPERTY REGIME

Simonson Germany Nonmaker + Associates, Inc.
Planning Architecture Landscape/Architecture

3165 Mercer University Dr. Suite 201 Atlanta, GA 30341
Telephone: 770-455-9977 Facsimile: 770-455-9985

Revisions:

Date	Description
10-20-01	1. Structural revision
10-20-01	2. Landscaping

Condo Documents
The Albemarle Condominium
Charleston, South Carolina

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Sheet Title:
Fifth Level

Date:
7 November 2003

Sheet Number:

A3.5

SGN+A

A Landmark Development by The Albemarle Condominium Association, LLC

Not to be used for construction

BK V506PG276

EXHIBIT "D"

**TO THE ALBEMARLE CONDOMINIUMS
MASTER DEED ESTABLISHING
THE ALBEMARLE HORIZONTAL PROPERTY REGIME
PERCENTAGE INTEREST IN COMMON ELEMENTS**

UNIT NO.	BASE VALUE	CO-OWNER'S % OF EXPENSES AND RIGHTS IN THE COMMON ELEMENTS
1 BEDROOM UNITS:		
202	\$300,000	1.2658%
208	\$300,000	1.2658%
209	\$300,000	1.2658%
210	\$300,000	1.2658%
212	\$300,000	1.2658%
302	\$300,000	1.2658%
308	\$300,000	1.2658%
309	\$300,000	1.2658%
310	\$300,000	1.2658%
312	\$300,000	1.2658%
314	\$300,000	1.2658%
315	\$300,000	1.2658%
316	\$300,000	1.2658%
402	\$300,000	1.2658%
408	\$300,000	1.2658%
409	\$300,000	1.2658%
410	\$300,000	1.2658%
412	\$300,000	1.2658%
414	\$300,000	1.2658%
415	\$300,000	1.2658%
416	\$300,000	1.2658%
501	\$300,000	1.2658%
502	\$300,000	1.2658%
508	\$300,000	1.2658%
509	\$300,000	1.2658%
510	\$300,000	1.2658%
512	\$300,000	1.2658%
514	\$300,000	1.2658%
515	\$300,000	1.2658%
516	\$300,000	1.2658%

000111

BA V506PG277

2 BEDROOM UNITS:		
203	\$400,000	1.6877%
204	\$400,000	1.6877%
205	\$400,000	1.6877%
206	\$400,000	1.6877%
207	\$400,000	1.6877%
211	\$400,000	1.6877%
213	\$400,000	1.6877%
303	\$400,000	1.6877%
304	\$400,000	1.6877%
305	\$400,000	1.6877%
306	\$400,000	1.6877%
307	\$400,000	1.6877%
311	\$400,000	1.6877%
313	\$400,000	1.6877%
403	\$400,000	1.6877%
404	\$400,000	1.6877%
405	\$400,000	1.6877%
406	\$400,000	1.6877%
407	\$400,000	1.6877%
411	\$400,000	1.6877%
413	\$400,000	1.6877%
503	\$400,000	1.6877%
504	\$400,000	1.6877%
505	\$400,000	1.6877%
506	\$400,000	1.6877%
507	\$400,000	1.6877%
511	\$400,000	1.6877%
513	\$400,000	1.6877%
3 BEDROOM UNITS:		
201	\$500,000	2.1097%
301	\$500,000	2.1097%
401	\$500,000	2.1097%
TOWN HOUSES:		
101	\$500,000	2.1097%
102	\$500,000	2.1097%
103	\$500,000	2.1097%
104	\$500,000	2.1097%
TOTAL	\$23,700,000	100.00%

000112

EXHIBIT "E"
TO MASTER DEED ESTABLISHING
THE ALBEMARLE HORIZONTAL PROPERTY REGIME

BY-LAWS
OF
THE ALBEMARLE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

SECTION I

IDENTITY: These are the By-laws of THE ALBEMARLE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation existing under the laws of the State of South Carolina (hereinafter sometimes called the "Association"). The Association has been organized for the purpose of managing, operating and administering THE ALBEMARLE CONDOMINIUMS HORIZONTAL PROPERTY REGIME (hereinafter sometimes called "Regime") established pursuant to the Horizontal Property Act of the State of South Carolina (hereinafter sometimes called the "Act"), on real property shown on a plat thereof recorded in Plat Book EE, Page 558, RMC Office for Charleston County, South Carolina, and located at 498 Albemarle Road in the City of Charleston, South Carolina, and being more particularly described in the Master Deed establishing the said Horizontal Property Regime.

1. **OFFICE:** The office of the Association shall be on the premises of THE ALBEMARLE CONDOMINIUMS HORIZONTAL PROPERTY REGIME, or at such other place as the Association shall select.

2. **FISCAL YEAR:** The fiscal year of the Association shall be the calendar year.

3. **SEAL:** The seal of the Association shall consist of a circle around the outer edge of which shall be the name of the Association and in the center of which is inscribed the word "Seal" or such facsimile thereof as may be used from time to time by the Association.

4. **DEVELOPER:** The term "Developer" means RIVERVIEW CONDOMINIUM ASSOCIATES, LLC, a limited liability company under the laws of the State of Georgia, its successors and assigns.

SECTION II

MEMBERSHIP: MEMBERS MEETINGS: VOTING AND PROXIES

1. **MEMBERSHIP:** Members of the Association shall be the Council of Co-owners, as that term is defined in 1976 South Carolina Code of Laws Section 27-31-10 et seq., of the Regime. The percentage of stock ownership of each Co-owner in the Association shall be equal to the percentage of his right to share in the common elements as computed in accordance with the provision of the Act.

2. **ANNUAL MEETINGS:** The annual meeting of the Association shall be held at the office of the Association at 5 o'clock, P.M., or at such other time or location as the Association may select on the first Monday in February of each year, commencing with the year 200__, for the purpose of hearing reports of the officers, electing members of the Board of Directors, and for transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, then the meeting shall be held on the next business day thereafter at the same hour and place.

3. **SPECIAL MEETINGS:** Special meetings of the Association shall be held at the place of business of the Association whenever called by the President or Vice-President or by a majority of the Board of Directors. A Special Meeting must be called by such officers upon receipt of a written request for such meeting signed by members entitled to cast not less than thirty (30%) percent of the votes of the entire membership.

4. **NOTICE:** Notice of all meetings of the membership stating the time and place and the object for which the meeting is called shall be given by the President, Vice President or Secretary unless waived in writing as set forth herein. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than 15 days nor more than 30 days prior to the date of the meeting; or such notice may be given personally. Proof of such notice shall be given by affidavit of the person giving the notice. Notice of meeting may be waived by any member before, during or after meetings by the signing of a document setting forth a waiver by such member.

5. **SECRET BALLOT:** A secret ballot shall be used upon demand made prior to voting by ten percent of the members present and voting during the course of any vote upon any question during any meeting of the Association.

6. **QUORUM:** A quorum at meetings of the Association shall consist of Co-owners with fifty-one (51%) percent or more of the basic value of the Regime property as a whole, as set forth in the Master Deed. The joinder of a member in the action of a meeting by signing and occurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. When a quorum is present at any meeting, the affirmative vote of owners of at least fifty-one (51%) percent of the value of the Regime property present and voting shall be required to adopt decisions brought before the meeting and shall be binding upon the members except where approval by a greater percentage is required by the Act, the Master Deed establishing the Regime, the Charter of the Association or these By-laws. A Co-owner represented by proxy shall be counted as present for purpose of quorum count and for all other purposes.

7. **VOTING RIGHTS:** Each Co-owner shall have a vote equal to his percentage ownership in the regime property as a whole, as set forth in the Master Deed. Such votes may be cast in person or by proxy. If a Residence is owned by one person, his right to vote shall be established by the record title to his Residence. If a Residence is owned by more than one person, the person entitled to cast the vote for the Residence shall be one of the record Co-owners designated by a certificate signed by all of the record owners of the Residence and filed with the Secretary of the Association. If a Residence is owned by a corporation, the person

entitled to cast a vote for the Residence shall be designated by a certificate of appointment signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. If a Residence is owned by a partnership, the person entitled to cast a vote for the Residence shall be designated by a certificate of appointment signed by all the partners. Any such certificate shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Residence concerned. A certificate designating the person entitled to cast the vote of a Residence Co-owner may be revoked in like manner as provided hereinabove. If such a certificate is not on file, the vote of such Co-owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

8. PROXIES: A proxy may be made by any person entitled to vote and shall be valid for such period as provided for by law, unless a shorter period is designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournment thereof.

9. ADJOURNED MEETINGS: If any meeting or meetings of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

10. ORDER OF BUSINESS: At annual meetings of the Association and as far as practical at all other meetings of the Association, the order of business shall be as follows:

- A. Calling of the roll and certifying of proxies.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading and handling of any unapproved minutes.
- D. Reports of Officers.
- E. Reports of Committees.
- F. Election of inspectors of election.
- G. Election of directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

11. DEVELOPER CONTROL: Until the Developer has completed and sold all of the Residences of the Regime, or until December 31, 2008, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved in writing by the Developer.

12. PRESIDING OFFICER; MINUTE BOOKS: The President of the Association, or the Vice-President in the President's absence, shall preside at all meetings of the Association. If neither officer be present at a duly called meeting, then the membership in attendance shall select a presiding officer by the vote of a majority in interest of the membership present. Minute Books of the Association shall be maintained by the Secretary.

SECTION III DIRECTORS

1. **DIRECTORS:** The initial Board of Directors (the "Initial Directors") shall consist of two (2) members appointed by the Developer, which Directors shall hold office until the event set out in Section III, 2(D). Upon the happening of the event set out in Section III, 2(D), the Association shall elect, and the Board of Directors shall consist of five (5) members elected by the Association as provided herein. From their election three (3) Directors shall serve until the first annual meeting of the Association in February of 200__, or until their successors be elected. One (1) Director shall serve until the annual meeting of the Association in February of 200__ and the one (1) Director to serve until February of 200__, and shall be so designated at the time of their election.

2. **ELECTION:** Election of Directors shall be conducted in the following manner:

A. Election of Directors shall be held at the annual members meeting upon a majority vote taken on each Directorship.

B. Except as to vacancies arising from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

C. Any Directors may be removed by concurrence of two-thirds (2/3rds) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

D. Provided, however, that until the Developer has completed and sold all the Residences of the Regime, or until December 31, 2008, or until Developer elects to terminate its control of the Regime, whichever shall first occur, the Initial Directors of the Association shall serve, and in the event of vacancies the remaining Director shall fill the vacancy, and if there are no remaining Directors the vacancy shall be filled by the Developer.

3. **TERM:** Except as otherwise provided herein, the terms of each director's service shall be two (2) years and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4. **ORGANIZATIONAL MEETING:** The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary.

5. **REGULAR MEETINGS:** Regular Meetings of the Board of Directors may be held not less often than once each quarter 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 telegraph, at least three (3) days prior to the day

named for such meeting unless such notice is waived in writing. Any such waiver may be given prior to, at or within ten (10) days of the meeting.

6. **SPECIAL MEETINGS:** Special Meetings of the directors may be called by the President at any time and must be called by the Secretary at the written request of not less than one-third of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Notice of Special Meetings may be waived as in the case of regular meetings. In the case of genuine emergency certified to by a majority of the Board of Directors, special meetings may be held upon call of any Director.

7. **WAIVER OF NOTICE:** 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.

8. **QUORUM:** A Quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Master Deed establishing the Regime, the Act, the Charter of the Association or these By-Laws.

9. **ADJOURNED MEETINGS:** If at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may adjourn the meeting from time to time until 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.

10. **JOINDER IN MEETING BY APPROVAL OF MINUTES:** 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.

11. **PRESIDING OFFICER:** The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected by the Board of Directors; and if none, then the President shall preside. In the absence of such presiding officers, the Directors present shall designate one of their number to preside. The Chairman of the Board must be a member of the Board of Directors.

12. **ORDER OF BUSINESS:** The order of business at Directors' meetings shall be:

- (a) Calling of Roll.
- (b) Proof of due notice of meeting.
- (c) Reading and handling of any unapproved minutes.
- (d) Reports of officers and Committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

13. **DIRECTORS' FEES:** Directors shall be reimbursed for reasonable out of pocket expenses as determined and approved by the members of the Association, but shall not be paid a fee for serving as a Director.

SECTION IV POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the "Council of Co-owners" and of the Association, shall be exercised by the Board of Directors (acting directly or through its agents, contractors or employees) including those existing under the Act, the Articles of Incorporation, these By-laws and the documents establishing the Regime. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the said documents, and shall include but not be limited to the following:

1. To make and collect assessments against members to defray the costs of the Regime.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To provide for the maintenance, repair, replacement and operation of the Regime property.
4. To provide for the reconstruction of improvements after casualty and the further improvement of the property.
5. To make and amend regulations with respect to the use of the Regime property.
6. To enforce by legal means the provisions of the Regime documents including without limitation the Master Deed, the Articles of Incorporation of the Association, these By-laws, the Rules and Regulations, and the applicable provisions of the Act.
7. To enter into Management Agreements and contract for the maintenance and care of the Regime property and to delegate to such contractor all powers and duties of the Association except as are specifically required by the Regime documents to have approval by the Board of Governors or the membership of the Association or any portion thereof.
8. To pay taxes and assessments which are liens against any property of the Regime other than the individual Residences and the appurtenances thereto, and to assess for payment of same.
9. To purchase and carry insurance for the protection of Residence owners and the Association against casualty and liability.
10. To pay the cost of all power, water, sewer and other utilities services rendered to the Regime and not billed to owners of individual Residences.

11. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of this Association.

12. To indemnify and hold harmless, or to protect by the purchase of appropriate insurance, on behalf of the Association, members of the Board of Directors appointed by Developer, including successor Directors appointed by Developer, for action taken in good faith in their capacity as Directors of the Association.

SECTION V OFFICERS

1. **EXECUTIVE OFFICERS:** The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily 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. 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. The Board of Directors may select from itself a Chairman of the Board.

2. **PRESIDENT:** 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 the 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.

3. **VICE PRESIDENT:** The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the 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.

4. **SECRETARY:** 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 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 the President.

5. **TREASURER:** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. 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 the Treasurer.

6. **COMPENSATION:** The compensation of all officers and employees of the Association shall be fixed by the Directors. The provision that the Directors' fee shall be determined by the members 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 Regime.

SECTION VI MAINTENANCE, UPKEEP AND REPAIR

Responsibility for the maintenance of the property of the Regime shall be as follows:

1. Residences.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(i) All common elements, including portions of a Residence, except interior surfaces, contributing to the support of the Building, which portions shall include but not be limited to load-bearing columns and load-bearing walls, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Residence maintained by the Association; and all such facilities contained within a Residence that service part or parts of the Regime, including other Residences, other than the Residence in which they are contained. Interior surfaces of a Residence shall be maintained by the Co-owner.

(ii) All incidental damage caused to a Residence by such work shall be promptly repaired at the expense of the Association.

(b) By the Co-owner. The responsibility of the Co-owner shall be as follows:

(i) To maintain, repair and replace at his expense all portions of his Residence other than those portions to be maintained, repaired and replaced by the Association, including, but not limited to, service equipment, such as dishwasher, refrigerator, oven, stove, hot water heater, whether or not such items are built-in equipment, and interior fixtures, such as electrical and plumbing fixtures, and floor and wall coverings. Such shall be done without disturbing the rights of other Co-owners.

(ii) No Co-owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of the regime property.

(iii) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

2. Common elements.

(a) By the Association. The maintenance and operation of the common elements, both general and limited, shall be the responsibility of the Association and a common expense, except that the cost of such maintenance and operation of limited common elements used exclusively by one or more but not all of the Co-owners shall be borne by the Co-owner(s) using such limited common elements; provided, however, that in case of emergency and in order to preserve the property or for the safety of the occupants, a Co-owner may assume the responsibility therefor, and he shall be relieved of liability for his acts performed in good faith and reimbursed for his expense by the Association when approved by its Board of Directors.

(b) The Association shall have the power to determine the use to be made of the common elements from time to time, unless the use thereof is otherwise specifically provided for herein or in the Master Deed, provided that no such use shall discriminate against a Co-owner except as may be provided in the Master Deed or exhibits thereto. The Association may establish reasonable charges to be paid to the Association for the use of general common elements not otherwise inconsistent with other provisions of the Master Deed, the Charter or these By-Laws.

**SECTION VII
FISCAL MANAGEMENT**

The making and collection of assessments against Co-owners for common expenses shall be pursuant to the following provisions:

1. **ASSESSMENTS:** The Association shall assess each Co-owner, including the Developer, for his proportionate share of the common expenses, such share being the same as the undivided share of such Co-owner in the general common elements appurtenant to his Residence, which assessment shall be made and collected in the manner hereinafter provided, and all such assessments shall be adjusted based on actual costs to the Association.

2. **ACCOUNTS:** The funds and expenditures of the Association shall be credited and charged according to good accounting practices consistently applied to accounts under the following classifications (and such further classification as may be determined from time to time) as shall be appropriate, all of which expenditures shall be common expenses unless other provided:

(a) "Current expense", which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) "Reserve for deferred maintenance", which shall include funds for maintenance items which occur less frequently than annually.

(c) "Reserve for replacement", which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) "Additional improvements", which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements. If capital funds and expenditures are for alterations or further improvements of common elements, the cost thereof shall be charges to the Co-owners of Residences in the manner elsewhere provided.

3. BUDGET: The Board of Directors of the Association shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the following accounts and reserves (and such further accounts and reserves as the Board may determine from time to time) according to good accounting practices as follows:

(a) "Current expense"

(b) "Reserve for deferred maintenance"

(c) "Reserve for replacement"

(d) "Additional improvements". Provided, however, that no item for this account shall be budgeted without the approval of the Co-owners in the manner elsewhere provided for alteration or further improvement of the common elements.

(e) Provided, however, that until the Developer has completed and sold all of the Residences of the Regime or until December 31, 2008, or until Developer elects to terminate its control of the Regime, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(f) "Notice of Budget". Copies of the budget and proposed assessments shall be transmitted to each Co-owner on or before the December 1st preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each Co-owner.

4. ASSESSMENT PROCEDURE.

(a) ANNUALLY; INSTALLMENTS: Assessments against the Co-owners for their shares of the items of the budget shall be mailed for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget

and assessments therefor may be amended at any time by the Board of Directors of the Association. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. The first assessment shall be determined by the Board of Directors of the Association.

(b) **ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT.** If a Co-owner shall be in default in the payment of an installment upon an assessment, the Board of Directors of the Association may accelerate the remaining installments of the assessment upon notice thereof to the Co-owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, which date shall be not less than 10 days after delivery thereof to the Co-owner, nor less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

(c) **ASSESSMENTS FOR EMERGENCIES.** Assessments for emergency common expenses which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the Co-owners concerned. After such notice and upon approval in writing by Co-owners owning fifty-one (51%) percent or more of the common elements owned by the Co-owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors of the Association shall require.

5. **LIABILITY FOR ASSESSMENTS.** A Co-owner shall be liable for all assessments coming due while he, she or it is the owner of a Residence. The Association shall provide for the issuance, and shall issue to every prospective purchaser, or mortgagee, upon his, her or its request, a statement of the status of the assessment account of the seller or mortgagor. Such a certificate made by the duly authorized representative of the Association as to the status of a Co-owner's assessment account shall limit the liability of any person for whom it is made and who shall justifiably rely thereon, other than the Co-owner.

6. **COLLECTION OF ASSESSMENTS.**

(a) **INTEREST; APPLICATION OF PAYMENTS.** Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the lesser of eighteen percent (18%) or the maximum legal rate from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

(b) **LIEN.** All assessments against any Co-owner shall constitute a lien against the Co-owner's Residence in favor of THE ALBEMARLE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., as provided by the Act, which lien shall become effective when a notice, claiming such lien, has been duly recorded by the Association in the RMC Office for Charleston County, South Carolina. Such claim of lien shall state the description of the Residence, the name of the record owner, and the amount due and the date when due. Such claim of lien shall be signed and verified by an officer or agent of the

Association prior to its being recorded; and no such claim of lien shall be made by the Association unless the assessment, charge or expense, giving rise to the lien, remains unpaid for more than ten (10) days after same becomes due. Any such lien may be foreclosed by the Association in the manner provided by law for the foreclosure of real estate mortgages. The lien shall secure the payments of all assessments as described in said claim of lien and, in addition thereto, shall secure the payment of subsequent assessments which come due after the filing of the claim of lien and prior to the satisfaction of such lien by foreclosure or otherwise, including interest thereon as provided herein together with all costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien. If foreclosure suit is not commenced within one (1) year after the date of filing such a claim of lien, such claim shall not thereafter be foreclosed, nor shall such claim thereafter constitute a lien on the Residence described in such claim. The right of the Association to foreclose a lien as aforesaid shall be in addition to any other remedy, at law or in equity, which may be available to it for the collection of the monthly charges and expenses, including the right to proceed personally against any delinquent owner for the recovery of a judgment "in personam". Any personal judgment against any such delinquent Co-owner may include all unpaid subsequent assessments which come due after the institution of such suit and prior to such Order of Judgment, including interest thereon as provided herein, together with all costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessments.

(c) **RENTAL PENDING FORECLOSURE.** In any foreclosure of a lien for assessments, the Association shall, pending foreclosure, be entitled to the appointment of a receiver who shall collect a reasonable rental for the use of the Residence subject to the lien, which rental shall be applied to the obligations of the Co-owner after deductions for costs of the receivership.

7. **ABATEMENT OF ASSESSMENTS:** Assessments provided for herein shall abate during the period for which any Residence shall be both (a) owned by a foreclosing mortgagee pursuant to the sale at foreclosure or a deed in lieu of foreclosure, and (b) unoccupied.

8. **ASSESSMENTS LIEN SUBORDINATE TO MORTGAGE LIEN:** The lien of the assessments provided for herein shall be subordinate to the lien of any first-lien mortgage(s) and any equity line mortgage(s) now or hereafter placed upon the Residences subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

SECTION VIII INSURANCE

1. Insurance policies upon the property, covering the items described hereinbelow, shall be purchased by THE ALBEMARLE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC. for the benefit of the Association and the Co-owners of the Residences

and their respective mortgagees, as their interests may appear. Provision shall be made for the issuance of certificates of insurance, with mortgagee endorsements, to the mortgagees of all Co-owners. Such policies and endorsements shall be deposited with the Association, which shall hold them.

2. Insurance shall cover the following when available:

(a) All buildings and improvements upon the land and all personal property included in the common elements but excluding the Residences, coverage for which shall be the responsibility of each Co-owner, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, flood and earthquake insurance and such other risks as are customarily covered with respect to buildings and improvements similar to the buildings and improvements on the land, such as, but not limited to, vandalism and malicious mischief;

(b) Public liability in such amounts and with such coverage as shall be determined by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Co-owners of all Residences as a group to a Residence Co-owner;

(c) Workmen's Compensation (if required);

(d) Such other insurance as the Board of Directors of the Association shall from time to time determine to be desirable.

3. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

4. The Association is hereby irrevocably appointed agent for each Co-owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

5. The Association shall receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein for the benefit of the Co-owners and their mortgagees, in the following shares:

(a) Proceeds on account of damage to common elements shall consist of an undivided share for each Co-owner, such share being the same as the undivided share of such Co-owner in the common elements appurtenant to his, her or its Residence.

(b) Proceeds on account of damage to Residences shall be held for the Co-owners thereof in proportion to the cost of repairing the damage suffered by each Co-owner, which costs shall be determined by the Association. In the event a decision is made not to

reconstruct the Residences, as provided hereinafter and in the Act, such proceeds shall be held for the Co-owners in the proportion in which they own the common elements.

(c) In the event a mortgagee endorsement has been issued as to any Residence, the share of the Co-owner shall be held in trust for the mortgagee and the Co-owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

6. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) All expenses of the Association in administering the funds shall be paid or provisions made for payment.

(b) If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Co-owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Residence and may be enforced by him.

(c) If it is determined in a manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Co-owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Residence and may be enforced by him.

7. In making distribution to Co-owners and their mortgagees, the Association may rely upon the records of the Association as to the names of the Co-owners and their respective shares of the distribution.

8. No provisions of this Paragraph, the Master Deed, nor these By-Laws, shall be deemed to prevent or prohibit any Co-owner from obtaining additional insurance on his, her or its Residence for his, her or its own account and benefit; from insuring such furniture, furnishings, or other personal property as they may have in their individual Residence, for their own individual account and benefit; or from obtaining such additional public liability coverage as they may desire for their own individual protection. No Co-owner shall, however, insure any part of the common elements whereby, in the event of loss thereto, the right of the Association to recover the insurance indemnity for such loss, in full, shall be diminished or impaired in any way.

**SECTION IX
RECONSTRUCTION OR REPAIR AFTER CASUALTY**

1. In the event of fire or other disaster or casualty resulting in damage to a building or buildings and common elements of the Regime which the Board of Directors of the Association shall determine to be two-thirds or less of the then total value of the property of the Regime, the net proceeds of all insurance collected shall be made available for the purpose of restoration or replacement. When such insurance proceeds are insufficient to cover the cost of such reconstruction or replacement, the balance of such costs shall be assessed against the Co-owners in the case of damage to common elements and against the Co-owners who own the damaged Residences in the case of damage to Residences. Such assessments on account of damage to common elements shall be in proportion to the Co-owner's share in the common elements, and assessments against Co-owners for damage to Residences shall be in proportion to the costs of reconstruction and repair of their respective Residences.

2. In the event the buildings and improvements of the Regime are damaged or destroyed to more than two-thirds of the then total value of the property of the Regime as determined by the Board of Directors of the Associations, the members of the Association shall be polled in writing via Residenceseed States Mail by the Association as to whether the Regime shall be waived or the damaged property reconstructed and repaired. The Regime shall be waived unless within ninety (90) days after the mailing of such notices all of the Co-owners agree in writing to repair and reconstruct the buildings and improvements of the Regime. If the election is to repair and reconstruct the buildings and improvements of the Regime, payment of the costs thereof shall be made as provided for in paragraph 1 of this Section IX. If the decision is to waive the Regime and not reconstruct and repair, all sums recovered from insurance shall be paid over jointly to the Co-owners in the proportion in which they own the common elements and to their respective mortgagees, as their interest may appear.

3. The Association may rely upon a certificate of the Board of Directors to determine whether or not the damaged property is to be reconstructed or repaired or whether the Regime is to be waived.

4. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

5. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Improvements which are shown on the exhibits attached to the Master Deed; or if not, then according to plans and specifications approved by the Board of directors of the Association. The approvals herein required shall not be unreasonably withheld.

SECTION X OPTION TO PURCHASE

Any transfer of ownership of a Residence must be approved by the Association, as set forth in the Master Deed.

SECTION XI FUNDS

1. **DEPOSITORY:** 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 moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.
2. **AUDIT:** An examination and report of the accounts of the Association shall be made annually by a certified public accountant, a copy of which shall be furnished, or made available, to each member not later than April 1 of the year following the year for which the examination is made. An audit of the accounts of the Association shall be made upon demand in writing by Co-owners representing fifty-one (51%) percent or more of the basic value of the property as a whole.
3. **FIDELITY BONDS:** Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least one-half of the amount of the total annual assessments against members for common expenses. The premium on such bonds shall by the Association.

SECTION XII NON-LIABILITY AND INDEMNITY OF DIRECTORS AND OFFICERS

1. No Director or officer of the Association shall be liable for acts, defaults or neglects of any other Director or officer or member or for any loss sustained by the Association or any Co-owner, unless the same shall have resulted from his own willful or negligent act or omission.
2. Every Director and officer of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with or resulting from any claim, action, suit, procedure, investigation, or inquiry as to whatever nature in which he may be involved as a part or otherwise by reason of his being or having been a Director or officer of the Association whether or not he continues to be such Director or officer at the time of incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or willful neglect in the performance of his duties. As to whether a Director

or offices is liable by reason of willful misconduct or willful neglect in the performance of his duties, in the absence of such final adjudication of the existence of such liability, the Association and each member thereof and officer thereunder may conclusively rely on an opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all other rights to which such person may be entitled as a matter of law, and such shall inure to the benefit of the legal representative of such person.

SECTION XIII DEFINITIONS

1. The members of the Association shall be all the Co-owners of the property.
2. The majority of members or majority of Co-owners means members (Co-owners) owning fifty-one percent or more of the basic value of the property as a whole, as set forth in the Master Deed.
3. All definitions set forth in the Master Deed are incorporated by reference herein.

SECTION XIV PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Charter and By-laws of the Association, the Master Deed establishing the Regime, or with the laws of the State of South Carolina.

SECTION XV AMENDMENTS

These By-laws may be amended in the following manner:

1. **NOTICE:** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. **RESOLUTION:** A resolution for the adoption of the proposed amendment shall be presented to a meeting of the members of the Association. The affirmative vote of Co-owners representing at least two thirds of the total value of the property shall be required for approval of an amendment.
3. **PROVISO:** Provided, however, that no amendment shall discriminate against any Co-owner or against any Residence or class or group of Residences unless the Co-owners so affected shall consent. No Amendment shall be made which is in conflict with the Act, the Charter of the Association or the Master Deed establishing the Regime. Until the Developer has completed or sold all of the Residences of the Regime or until December 31, 2008, or until

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Developer elects to terminate its control of the Association, whichever shall first occur, these By-laws shall not be amended without consent of the Developer in writing.

4. EXECUTION AND RECORDING: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the RMC Office for Charleston County, South Carolina.

The foregoing were adopted as By-laws of THE ALBEMARLE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of South Carolina, at the first meeting of the Board of Directors on _____, 2004.

Secretary (SEAL)

APPROVED:

President

APPROVED:

Director

Director

000128

EXHIBIT "F"
TO MASTER DEED ESTABLISHING
THE ALBEMARLE HORIZONTAL PROPERTY REGIME

RULES AND REGULATIONS OF ALBEMARLE CONDOMINIUMS HOMEOWNERS
ASSOCIATION, INC.

1. The walkways, entrances, halls, corridors and stairways shall not be obstructed or used by Residence owners for any purpose other than ingress to and egress from the Residences. and no door mats shall be placed in such walkways, entrances, halls, corridors or stairways.
2. The view of a Residence from the exterior and all exterior areas associated with, appurtenant to, or connected with a Residence shall not be painted, decorated, or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. This provision shall apply without limitation to doors, windows, sliding doors, door frames, glass, window panes, window frames and balconies.
3. No article shall be hung or shaken from or attached to the doors, balconies or windows or placed upon the outside window sills or balconies of the Residences without approval of the Association.
4. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to be or remain in any of the common areas except those areas designated for such use by the Association.
5. No owner shall make or permit any noises, including but not limited to amplified music, after 11:00 p.m. or odors that will or may disturb or annoy the occupants of any of the Residences or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
6. Each owner shall keep his Residence in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, balconies or windows thereof, any dirt or other substance.
7. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices or other devices visible from outside the building shall be used in or about the Residence except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of Association.
8. Each Residence owner shall put either white backed curtains or blinds in his exterior windows.

9. Each Residence owner who plans to be absent from his Residence during the hurricane season, must prepare the Residence prior to departure by:

- a. Removing all furniture, potted plants and other movable objects from any terrace and balcony; and securing all exterior windows and doors; and
- b. Designating a responsible firm or individual satisfactory to the Association to care for his Residence should the Residence suffer hurricane damage. Such firm or individuals shall contact the Association for permission to install or remove hurricane shutters or any other device.

10. No sign, including but not limited to "Residence for Sale" signs, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Residences, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the Residences or from any balcony without similar approval. No illuminated or fluorescent exterior sign will be permitted, nor will any sign which is not flush with the building be permitted.

11. All garbage and refuse from the Residences shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the owner by the Association.

12. Waterclosets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any waterclosets or other apparatus shall be paid for by the owner in whose Residence such misuse shall have originated.

13. No owner shall request or cause any employee of the Association to do any private business of the owner, except as shall have been approved in writing by the Association.

14. Owners of Residences shall keep and maintain any parking space or other area, which may be assigned to each owner, in a neat and sanitary condition at all times.

15. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Residences or the roof or the balcony by a Residence owner, nor shall any such aerial or antenna be installed by a Residence owner in any manner visible from the exterior of the building.

16. The agents of the Association and any contractor or workman authorized by the Association may enter any Residence at any reasonable hour of the day for any purpose permitted under the terms of the Master Deed, By-Laws of the Association or Management Agreement. Except in case of emergency, entry will be made by pre-arrangement with the owner. Each Owner shall supply a key to the Residence to the agent of the Association for use by the agent in the case of an emergency.

17. No vehicle belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent ready access to and other owner's parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted at the parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No junked vehicle which cannot operate on its own power shall remain within the Regime property for more than seventy-two (72) hours, and no repair of vehicles shall be made within the Regime property.

18. The owner shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants, approaching or upon any other driveways or parking areas serving the Regime property.

19. All damage to the Residences and/or common areas caused by the moving or carrying of any article therein shall be paid by the owner responsible for the presence of such article.

20. No owner shall use or permit to be brought into the Residences any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property.

21. The owners shall not be allowed to put their names on any entry of the Residences or mail receptacles appurtenant thereto, except in the proper places and in the manner prescribed by the Association for such purpose.

22. The Association shall have the right to retain a passkey to each Residence. If a Co-owner shall alter any lock or install a new lock on any door leading into the Residence of such Co-owner, such Co-owner shall provide the Association with a key within 24 hours of such alteration or installation.

23. Any damage to the Buildings, recreational facilities (if any) or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of such owner.

24. Parents shall be held responsible for the actions of their children and their guests.

25. Children shall not be allowed to play in the Common Areas without adult supervision.

26. Food and beverage may not be prepared or consumed in the Common Areas, except in accordance with the regulations which may be promulgated from time to time by the Association.

27. Complaints regarding the management of the Residences and grounds or regarding actions or other owners shall be made in writing to the Association.

28. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time.

29. The General Common Elements are solely for the use of the Regime residents and their invited guests subject to further regulation by the Association including, without limitation, hours of use, designated times for specified age groups, periods of reserved use, etc. The use of any General Common Elements shall be at the risk of those involved and not in any event the risk of the Association or its Manager.

30. The regulations governing the use of the General Common Elements, permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by Association and posted in the recreational areas.

31. Birds or animals may be kept or harbored in the Regime conditioned on such terms as the Association in its sole discretion deem to be in the best interests of the Regime as a whole. In no event shall dogs or cats or other four-footed animals be permitted in any of the common areas of the Regime unless restrained by a leash, and only in such places as may from time to time be designated by the Association. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any bird or animal in the Regime. If a bird, dog or other animal become obnoxious to other owners by barking or otherwise, the owner thereof must cause the problem to be corrected; or if it is not corrected, the owner, upon written notice by the Association, will be required to have the animal removed from the premises. No animals shall be left on any balcony of a Residence when the Owner is not present in the Residence.

32. The Association may enforce the within rules and regulations, and such further regulations provided for hereunder, as provided in the Master Deed, the South Carolina Horizontal Property Act, the Charter of The Albemarle Condominiums Homeowners Association, Inc. or the By-laws of the Association, or by appropriate legal action.

These Rules and Regulations may be modified, added to, or repealed at any time by the Association.

By order of the Board of Directors,
THE ALBEMARLE CONDOMINIUMS
HOMEOWNERS ASSOCIATION, INC.

By: _____

_____, 2004
(Dated)

RECORDER'S PAGE

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the Original Document

Moore & Van Allen
PO Box 23328
Charleston, SC 29413



BK V506PG300

Recording Fee 69.00

State Fee _____

County Fee _____

Fee _____

Postage _____

Total 69.00

FILED

V506-237

2004 AUG 24 AM 8:59

DEEDS
REGISTER
CLERK OF CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR
REP <u>TRR</u>
DATE <u>9 / 01 / 04</u>

RECEIVED FROM RMC
SEP - 1 2004
PEGGY A. MOSELEY CHARLESTON COUNTY AUDITOR

(843) 958-4800 2 COURTHOUSE SQUARE CHARLESTON, SOUTH CAROLINA 29402-0726

000133

THE ALBEMARLE PARKING SPACE ASSIGNMENTS

PARKING SPACE #	UNIT #	PARKING SPACE #	UNIT #	PARKING SPACE #	UNIT #	PARKING SPACE #	UNIT #
1	502	24	207	47	508	69a	30
2	402	25	OCE-A	48	209	70	40
3	502	26	513	49	309	70a	40
4	202	27	OCE-A	50	409	71	OCE
5	503	28	OCE-A	51	509	72	31
6	403	29	OCE-A	52	210	73	OCE
7	206	30	OCE-A	53	310	74	41
8	OCE-A	31	OCE-A	54	410	75	51
9	504	32	OCE-A	55	510	76	OCE
10	404	33	OCE-A	56	512	77	41
11	304	34	303	57	412	78	31
12	204	35	OCE-A	58	312	79	OCE
13	OCE-A	36	203	59	212	80	21
14	405	37	OCE-A	60	516	81	51
15	305	38	OCE-A	61	416	82	41
16	OCE-A	39	OCE-A	62	316	83	31
17	506	40	308	63	OCE-A	84	OCE
18	406	41	OCE-A	64	505	85	OCE
19	306	42	OCE-A	65	OCE-A	86	51
20	205	43	201	66	OCE-A	87	41
21	OCE-A	44	OCE-A	67	201	88	31
22	407	45	208	68	OCE-A	89	21
23	307	46	OCE-A	68c	507	90	50
		46	408	69	301	91	OCE

NOTE:

ONE PARKING SPACE IS ASSIGNED TO EACH UNIT.

THE REMAINING SPACES (SHOWN IN BOLD PRINT ABOVE) ARE
OCE-A GENERAL COMMON ELEMENT-ASSIGNABLE



000134

MF 52466791

WHEREAS, at a duly called meeting of the Members of RIVERVIEW CONDOMINIUM ASSOCIATES, LLC, a Georgia limited liability company, at which a quorum was present the sale of the below described property was unanimously approved.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, RIVERVIEW CONDOMINIUM ASSOCIATES, LLC, a Georgia limited liability company (the "Grantor") in the State aforesaid, for and in consideration of the sum of FOUR HUNDRED THIRTY FOUR THOUSAND FORTY SEVEN AND 00/100 DOLLARS (\$434,047.00) to it in hand paid at and before the sealing of these presents by WILLIAM MAIER AND ANN M. MAIER, (collectively the "Grantee") in the state aforesaid, for which 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 Grantee as joint tenants with the right of survivorship and not as tenants in common, their heirs and assigns forever, the following described real property, to wit:

RESIDENCE NUMBER 405 in THE ALBEMARLE HORIZONTAL PROPERTY REGIME, located in the City of Charleston, County of Charleston and State of South Carolina, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act (Section 27-31-10, et seq., S.C. Code Ann. (1976) as amended) by Master Deed dated August 12, 2004 with appended By-laws and Exhibits including Plat and Plot Plans which Master Deed including the By-laws and Exhibits are recorded in Book V506 at page 237, et seq., and amended by First Amendment to Master Deed and By-Laws for the Albemarle Horizontal Property Regime dated November 30, 2004 and recorded in Book R317 at page 469; and further amended by Second Amendment to Master Deed and By-Laws for the Albemarle Horizontal Property Regime dated December 28, 2004 and recorded on December 28, 2004 in the Office of the RMC for Charleston County. The Master Deed, By-Laws, Plat and Plot Plan above-mentioned, and the records thereof, are incorporated herein and by this reference are made a part hereof.

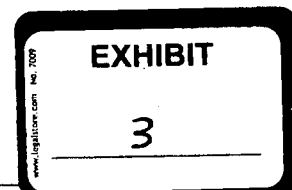
SUBJECT to any and all easements, restrictions and rights of way or record.

TOGETHER WITH THE EXCLUSIVE RIGHTS of Grantee to the use of an

CHARLESTON177294.1

1

000135



additional parking space designated as space number 18 which shall run with title to the said Unit Number 405 in The Albemarle Horizontal Property Regime and shall inure to the benefit of Grantee, his heirs and assigns and shall be binding on Riverview Condominium Associates, LLC, its successors and assigns.

THIS BEING a portion of the property conveyed to Riverview Condominium Associates, LLC, by deed of Albemarle Properties, LLC dated June 3, 2008 and recorded in Book W451 at page 226 in the RMC Office for Charleston County.

TMS#: 421-11-00-222

Grantee's mailing address: 15025 Jockey's Ridge Drive
Charlotte, NC 28277

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, as joint tenants with the right of survivorship and not as tenants in common, their heirs and assigns forever.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, as joint tenants with the right of survivorship and not as tenants in common, their heirs and assigns, against Grantor's successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its Hand and Seal this 24 day of January in the year of our Lord two thousand five and in the two hundred and twenty-eighth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERVIEW CONDOMINIUM
ASSOCIATES, LLC,
a Georgia limited liability company

[Signature]
witness #1
Tamara C. Davis
witness #2

BY: [Signature]
A. H. Applegate
ITS: Managing Member

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 24 day of January, 2005, by Riverview Condominium Associates, LLC, a Georgia limited liability company, by A. H. Applegate its Managing Member.

Tamara C. Davis
Notary Public for South Carolina
My Commission Expires: 2/28/06

BF 524P6794

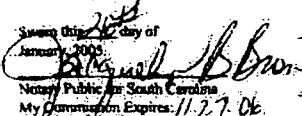
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
Closing Date: January 21, 2005

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is Unit 405, 498 Albemarle Road, Charleston, SC FROM Riverview Condominium Associates, LLC TO WILLIAM MAIER AND ANN M. MAIER on January 21, 2005
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 (exemption) _____
(Explanation if required) _____
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of: \$434,047.00
 - (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 ☒ in 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 or this lien or encumbrance is \$ _____
6. The DEED Recording Fee is computed as follows:
 - (a) ☐ \$434,047.00 the amount listed in item 4 above
 - (b) ☐ the amount listed in item 5 above (no amount place zero)
 - (c) ☒ \$434,047.00 Subtract Line 6(b) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transactions as _____
ABORNEY
8. Check if Property other than Real Property is being transferred on this Deed.
 - (A) ☐ Mobile Home
 - (B) ☐ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____ deceased CASE NUMBER _____
Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.
10. I 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 not more than one year, or both.

Sworn this 21st day of January, 2005.

Notary Public for South Carolina
My Commission Expires: 11.2.7.06.
W. E. Aschcraft, II
Type or Print Name Here

CHARLESTON:177254_1

000138

RECORDER'S PAGE

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the original document.



MF 524PG795

Recording

Fee 10.00

State

Fee 1129.70

County

Fee 477.95

Postage _____

TOTAL 1617.65

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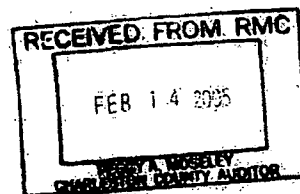
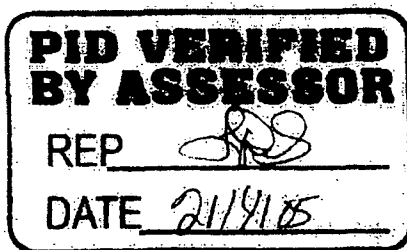
Moore & Van Allen
PO Box 22828
Charleston, SC 29413

FILED

F 524-791

2005 FEB -1 PM 12:42

CLARK LYNNARD
REGISTER
CHARLESTON COUNTY SC



(843) 958-4800 2 Courthouse Square Charleston, SC 29401

000139



BP0227138

RMC BK 0227 Pg 138 : pg 1 *

STATE OF SOUTH CAROLINA	)	ASSIGNMENT OF GCE/ASSIGNABLE
COUNTY OF CHARLESTON	)	SPACE

WHEREAS, pursuant to that Title to Real Estate dated January 24, 2005 and recorded February 1, 2005 in Book F524, Page 791 of the records of the office of the Charleston County RMC, William and Ann Maier (collectively, "Assignor") obtained the exclusive rights to the use of an additional parking space in The Albemarle Condominiums designated as Space Number 38 ("Parking Space"); and

WHEREAS, pursuant to section 24 of the Master Deed Establishing The Albemarle Horizontal Property Regime dated August 12, 2004, and recorded on August 24, 2004 in the R.M.C. Office for Charleston County in Deed Book V506, at Page 237 ("Master Deed"), any parking space not designated as a limited common element shall become a GCE/Assignable Space, which may be assigned by the owner thereof;

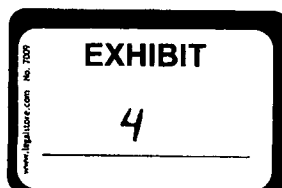
WHEREAS, Assignor, as owner of the Parking Space, desires to assign all of its right, title and interest in and to the Parking Space to Frances C. Welch ("Assignee").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Assignor hereby assigns to Assignee all of its right, title and interest in and to the Parking Space, subject to the terms and provision set forth herein.

ASSIGNEE ACKNOWLEDGES and agrees that this is only an assignment of an exclusive use right to the use of the Parking Space, and does not convey title to the Parking Space or any interest in the real property upon which the Parking Space is located. Assignee hereby accepts the Parking Space in AS-IS condition as it exists on the date hereof and subject to all terms and conditions of the Master Deed, as from time to time may be supplemented and amended.

IN ACCORDANCE WITH the foregoing, Assignee further acknowledges and agrees that the assignment made herein as an assignment which attaches to Unit 404 in The Albemarle Condominiums and will automatically pass with the title thereto, rather than being an assignment which is personal to assignee unless otherwise stipulated

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed this 30 day of November, 2011.



000140

ASSIGNOR:

William Maier

*William Maier by
Jeff Geth, attorney in fact*

WITNESSES:

Witness #1

Witness #2

WITNESSES:

Witness #1

Witness #2

Ann Maier

*Ann M. Maier by
Jeff Geth, attorney in fact*

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

ACKNOWLEDGEMENT

THE foregoing instrument was acknowledged before me by William Maier and Ann Maier this
30 day-of November, 2011.

Notary Public for South Carolina

My Commission Expires 5-23-12

000141

ASSIGNEE:

Frances C. Welch

Frances C. Welch

WITNESSES:

[Signature]

Witness #1

[Signature]

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

THE foregoing instrument was acknowledged before me by Frances C. Welch this 2nd day-of ~~November~~, 2011.

December

[Signature]
Notary Public for South Carolina

My Commission Expires 10/4/20

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

NELSON MULLINS RILEY & SCARBOROUGH

POST OFFICE BOX 1806
CHARLESTON SC 29402

RECORDED

Date: January 10, 2012

Time: 4:30:18 PM

Book

Page

DocType

0227

138

Misc/Asgt

Charlie Lybrand, Register
Charleston County, SC

Maker:

MAIER WILLIAM AL

Recipient:

WELCH FRANCES C

Original Book:

V506

Original Page:

237

of Pages: 4

of Sats:

of Refs:

Note:

Recording Fee \$ 6.00

Extra Reference Cost \$ -

Extra Pages \$ 2.00

Postage \$ -

Chattel \$ -

TOTAL \$ 8.00

Drawer Drawer 2

Clerk SLW



0227
Book



138
Page



01/10/2012
Recorded Date



4
Pgs



V506
Original Book



237
Original Page



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Doc Type



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Recorded Time



BP0252073

EXHIBIT

5

RMC BK 0252 Pg 073 : pg 1 *

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that **William Maier and Ann M. Maier**, in the State aforesaid, for and in consideration of the sum of **TWO HUNDRED SIXTY TWO THOUSAND TWO HUNDRED (\$262,200.00) DOLLARS**, to the Grantor(s) in hand paid at and before the sealing of these presents by the grantee(s), 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 **Christie A. MacConnell**, her Heirs and Assigns, forever:

SEE ATTACHED EXHIBIT "A"

Grantee Address: 498 Ashley Landing Drive, Unit 405
 Charleston, SC 29407

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

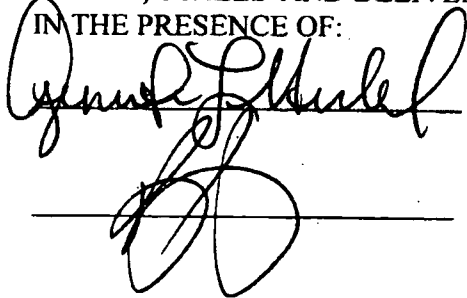
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee(s), her Heirs and Assigns, forever.

AND the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') Heirs and Personal Representatives, to warrant and forever defend all and singular the said premises unto the said grantee(s) hereinabove named, and the grantee's(s') Heirs and Assigns, against the grantor(s) and the grantor's(s') Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

000144

WITNESS the grantor's(s') Hand and Seal this 30 day of November, in the year of our Lord
Two Thousand Eleven.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

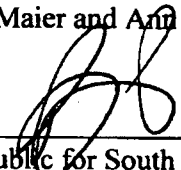


William Maier by
Jay Cook, attorney in fact (Seal)
William Maier and
Ann M. Maier by
Jay Cook, attorney in fact (Seal)
Ann M. Maier

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 30 day of November, 2011, by
William Maier and Ann M. Maier.

 (L.S.)
Notary Public for South Carolina.
My Commission expires: 5-25-12

000145

EXHIBIT "A"

RESIDENCE NUMBER 405 in THE ALBEMARLE HORIZONTAL PROPERTY REGIME located at in the City of Charleston, County of Charleston and State of South Carolina, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act {Section 27-31-10, et seq., S.C. Code Ann. (1976) as amended} by Master Deed dated August, 12, 2004 with appended By-laws and Exhibits including Plat and Plot Plans which Master Deed including the By-laws and Exhibits are recorded in Book V506 at page 237, et seq.; and amended by First Amendment to Master Deed and By-Laws for the Albemarle Horizontal Property Regime dated November 30, 2004 and recorded in Book R517 at page 469; and further amended by Second Amendment to Master Deed and By-Laws for the Albemarle Horizontal Property Regime dated December 28, 2004 and recorded on December 28, 2004 in the Office of the RMC for Charleston County. The Master Deed, By-Laws, Plat and Plot Plan above-mentioned, and the records thereof, are incorporated herein and by this reference are made a part hereof.

SUBJECT to any and all easements, restrictions and rights of way or record.

BEING the same property conveyed to William Maier and Ann M. Maier by deed of Riverview Condominium Associates, LLC, said deed dated January 24, 2005, and recorded in the RMC Office for Charleston County in Deed Book F524, at Page 791.

TMS# 421-11-00-222

000148

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred BY William Maier and Ann M. Maier TO Christie A. MacConnell ON November 30, 2011.
3. Check one of the following: The DEED is
 - a. X 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 (exemption# _____)
Explanation If Required) _____
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$262,200.00
 - 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 X 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. 262,200.00 the amount listed in item 4 above
 - b. -0- the amount listed in item 5 above (no amount place zero)
 - c. 262,200.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantee
8. I 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 not more than one year, or both.

Sworn to before me this 22
day of Nov 2011

Christie A MacConnell
Christie A. MacConnell

Notary Public for South Carolina
My Commission Expires: 5-3-12

000147

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

DAVIS & DAVIS
1723 SAVANNAH HWY.
PO BOX 31839
CHARLESTON SC 29417 (BOX)

RECORDED

Date: May 16, 2012

Time: 10:21:41 AM

Book	Page	Doc Type
0252	073	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:

MAIER WILLIAM AL

RECIPIENT:

MACCONNELL CHRISTIE A

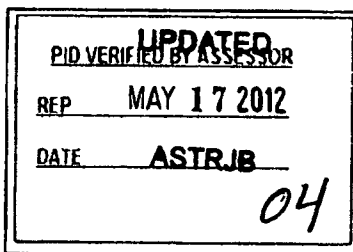
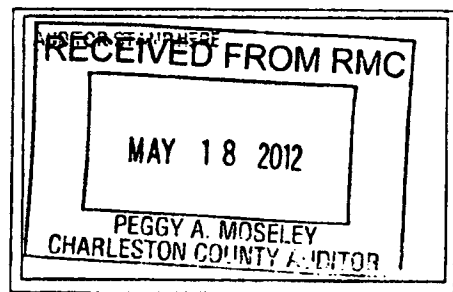
Note:

of Pages: 5

Recording Fee	\$ 10.00
State Fee	\$ 682.50
County Fee	\$ 288.75
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 981.25

Original Book:

Original Page:



DRAWER	Drawer 4
CLERK	LRR



0252
Book



073
Page



05/16/2012
Recorded Date



5
Pgs



Original Book



Original Page



D
Doc Type



10:21:41
Recorded Time

None are being withheld

9. If any documents responsive to the Requests for Production are known to be missing, lost, or destroyed, please describe the document and provide the names of any persons who might have retained a copy.

None are known to be lost.

10. If you deny any of Defendant's Requests to Admit, please provide an explanation of the factual basis upon which you base your denial.

RTA 4. The Plaintiff incorporates her argument in her Motion for Summary Judgment, previously served upon counsel for the Defense, in this reply by reference as fully as if the same were set forth herein verbatim.

RTA 5. *Id.*

RTA 6. *Id.* Further, the lot was an inseparable appurtenance to Unit 405 and the Maiers had not the ability to separate the appurtenance by virtue of the covenants and restrictions.

11. Please state when Plaintiff first became aware that Defendant was using the parking space at issue in this litigation.

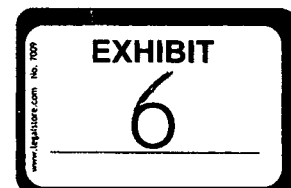
Shortly after Defendant allegedly purchased the space.

12. Please state the amount of consideration which Plaintiff claims it paid for the parking space at issue in this litigation.

\$262,200.00.

13. Provide the name and address of the real estate agent and attorney who handled Plaintiff's purchase of her condo from the Maiers.

Andrew Jones
William Means and Co.
41 Broad Street
Charleston, SC 29402

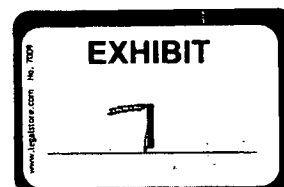


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18. Copies of any communications between Plaintiff and her realtor regarding the purchase of her condo and/or the parking space at issue in this litigation.
19. Copies of any communications between Plaintiff and any other person or entity regarding the purchase of her condo and/or the parking space at issue in this litigation.
20. Copies of any document which Plaintiff contends conveys an ownership interest in the parking space at issue in this litigation.
21. Copies of any document which Plaintiff contends represents payment or other consideration for the parking space at issue in this litigation.
22. Copies of any communications between Plaintiff and any other person or entity regarding the use of the parking space at issue in this litigation.

REQUESTS FOR ADMISSION

1. Admit that the attached Exhibit A is a true and correct copy of the deed from Riverview Condominium Associates LLC to William and Ann M. Maier.
2. Admit that the attached Exhibit B is a true and correct copy of the deed from William and Ann M. Maier to the Plaintiff.
3. Admit that the attached Exhibit C is a true and correct copy of the Master Deed Establishing the Albemarle Horizontal Property Regime located at 498 Ashley Landing Drive in Charleston, South Carolina.
4. Admit that the attached Exhibit D is a true and correct copy of an Assignment of GCE/Assignable Space executed by William and Ann M. Maier in favor of Defendant.
5. Admit that at or around the time of Plaintiff's purchase of her condo from the Maiers, the Maiers (on their own behalf or through their real estate agent) offered to sell Plaintiff the parking space at issue in this litigation in exchange for separate consideration.



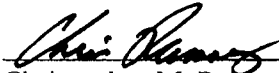
6. Admit that Plaintiff (on her own behalf or through her real estate agent) declined the Maiers' offer to sell her the parking space at issue in this litigation.
7. Admit that neither Plaintiff nor any guest of Plaintiff has ever parked in the parking space at issue in this litigation.
8. Admit that prior to this litigation, Plaintiff did not notify Defendant that she believed Defendant was parking in her parking space and therefore considered her a trespasser.
9. Admit that Plaintiff did nothing to assert an ownership interest in the parking space at issue in this litigation prior to filing suit.

REEVES LAW, P.A.

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jimmyreeves@jreeves-law.com

AND

THE BOSTIC LAW GROUP, P.A.


Christopher M. Ramsey
2236 Ashley Crossing Drive
Charleston, SC 29414
(843) 571-2525
Fax: (843) 571-7050
cramsey@bosticlaw.com
Attorneys for Frances C. Welch

October 16, 2017

Charleston, South Carolina

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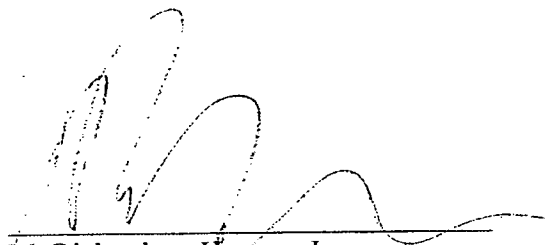
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2017-CP-10-3672
CHRISTIE MacCONNELL,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S REPLIES TO DEFENDANT'S
	)	TO DEFENDANT'S REQUESTS FOR
FRANCES C. WELCH,	)	ADMISSION
	)	
Defendant.	)	
	)	

TO JAMES E. REEVES, ESQUIRE, Attorney for the Defendant, and
CHRISTOPHER M. RAMSAY, ESQUIRE, Attorney for the Defendant:

YOUR PLAINTIFF submits the following responses to Defendant's Requests for Admission, with each numerical response herein set forth, designated to correspond to the identically enumerated request to admit.

1. Admitted.
2. Admitted.
3. It is admitted that the document named is the master deed, but denied that it constitutes to the totality of amendments which ultimately come to form the unified controlling document.
4. The authenticity of the document is admitted. It is further admitted that the document is entitled Assignment of GCE / Assignable Space. It is further admitted that the document was executed by William M. Maier in favor of the Defendant. It is denied that the parking space therein was a GCE space, and it is further denied that the document effected an assignment of the space referenced therein.

5. It is admitted that the offer to sell the condominium included the offer to sell the inseparable appurtenance of the parking space. Any other implication therefrom is denied.
6. Denied. The Plaintiff did not turn down the offer to purchase the parking space. The Plaintiff refused to pay more for what was a part of the appurtenances of the condominium.
7. Admitted.
8. Denied.
9. Denied.



M. Richardson Hyman, Jr.
SC BAR NO.: 64867
PO Box 127
Charleston, South Carolina 29402
843 416 1047

Counsel for the Plaintiff

Charleston, South Carolina

24 October 2017

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
AMENDMENT TO THE MASTER DEED
FOR THE ALBEMARLE HORIZONTAL
PROPERTY REGIME
(Cross Reference Tracer: V506, Page 237)

This Amendment to the Master Deed for The Albemarle Horizontal Property Regime is made this 21st day of March, 2017 by The Albemarle Condominium Association, Inc.

WHEREAS, The Albemarle Horizontal Property Regime was established by the recording of a Master Deed on August 24, 2004 in the RMC Office for Charleston County in Book V506 at page 237 (the "Master Deed"); and

WHEREAS, The Albemarle Condominiums Association, Inc. (the "Association") is the incorporated council of co-Co-Owners for The Albemarle Horizontal Property Regime; and

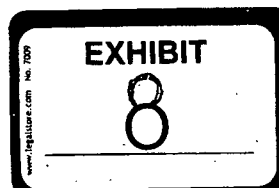
WHEREAS, Section 24 of the Master Deed provides that each one bedroom and two bedroom Residence shall have one (1) parking space designated as a Limited Common Element and each three bedroom Residence shall have two (2) parking spaces designated as Limited Common Elements, and Exhibit A to the Master Deed contains a table (herein the "Parking Space Assignment Table") which assigns these initial parking spaces to the respective Residences; and

WHEREAS, Section 24 of the Master Deed further provides that additional parking spaces within the Regime may be assigned and the Co-Owner receiving an assignment of such an additional parking space may elect to designate said parking space as a Limited Common Element for his Residence or have said parking space remain as a General Common Element/Assignable Space; and

WHEREAS, Section 24 of the Master Deed provides that if a Co-Owner elects to have his or her additional parking space designated as a Limited Common Element for his or her Residence, the Master Deed shall be amended by the Association to reflect such election; and

WHEREAS, the Association has discovered that additional parking spaces were assigned by the Declarant to Co-Owners in various ways, and in many instances such additional parking spaces were designated as Limited Common Elements but that no amendments to the Master Deed were recorded to reflect such designations as required by Section 24 of the Master Deed; and

WHEREAS, in an effort to clarify what additional parking spaces have been assigned to the Co-Owners and whether parking spaces are Limited Common Elements or General Common Element/Assignable parking spaces, the Association conducted research of the Charleston County public records, and thereafter delivered to the Co-



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Owners the results of that research. After having received comments from the Co-Owners concerning the results of that research, the Association now desires to record this Amendment to the Master Deed to confirm what parking spaces have been assigned to what Residences and whether the parking spaces are Limited Common Elements or General Common Element/Assignable parking spaces.

NOW, THEREFORE, The Albemarle Condominiums Association, Inc. hereby amends the Master Deed as follows:

1. The Table of Parking Space Assignments contained in Exhibit A to the Master Deed is hereby deleted and replaced with the Table of Parking Space Assignments attached to this Amendment as Exhibit "A".

2. From and after the date of recording of this Amendment, a Co-Owner may transfer his or her right to use a parking space to another Co-Owner in the Regime. However, any such transfer shall not be valid, and will not be recognized by the Association, unless there has been full compliance with the following Rules and Regulations adopted by the Board of Directors of the Association:

(a) No attempt to transfer the right to use a parking space from one Co-Owner to another Co-Owner shall be valid or otherwise recognized by the Association unless the transfer is in writing, signed by the transferor and transferee, acknowledged, in writing, by the President of the Association, and thereafter recorded at the Charleston County RMC Office; and

(b) Any such transfer by one Co-Owner to another Co-Owner of the right to use a parking space shall be substantially in the form attached hereto as Exhibit "B".

In witness whereof, the undersigned have caused this Amendment to the Master Deed to be executed as of the date and year first above written.

THE ALBEMARLE CONDOMINIUMS
ASSOCIATION, INC.

Tony Lancaster
Adrianne E. Jones

Minor Jones
By: MINOR JONES
Its: President

Tony Lancaster
Adrianne E. Jones

Margaret A. Rath
By: MARGARET RATH
Its: Secretary

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STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

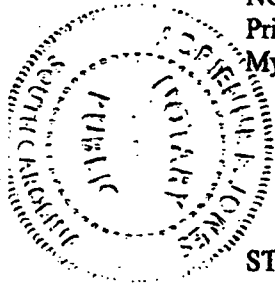
ACKNOWLEDGMENT

I, Adrienne E JONES a Notary Public for the above
named state, do hereby certify that MINOR JONES President of The
Albemarle Condominiums Association, Inc., personally appeared before me this day
and acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this 21st day of March 2017.

Adrienne E. Jones (L.S.)
NOTARY PUBLIC - SOUTH CAROLINA
Print Name of Notary Adrienne E. JONES
My Commission Expires: 4/15/2026

ADRIENNE E. JONES
Notary Public, State of South Carolina
My Commission Expires 4/15/2026



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

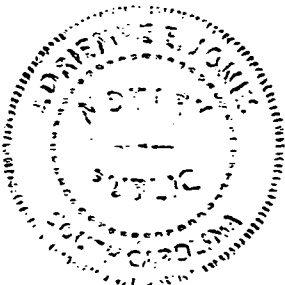
ACKNOWLEDGMENT

I, Adrienne E Jones, a Notary Public for the above
named state, do hereby certify that MARGARET RATH Secretary of The
Albemarle Condominiums Association, Inc., personally appeared before me this day
and acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this 21st day of March 2017.

Adrienne E. Jones (L.S.)
NOTARY PUBLIC - SOUTH CAROLINA
Print Name of Notary Adrienne E. JONES
My Commission Expires: 4/15/2026

ADRIENNE E. JONES
Notary Public, State of South Carolina
My Commission Expires 4/15/2026



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EXHIBIT "A" TO AMENDMENT TO MASTER DEED
THE ALBEMARLE PARKING SPACE ASSIGNMENTS

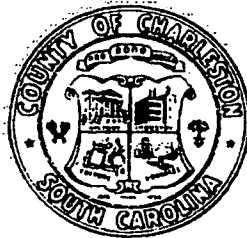
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2	402	25	403	48	209	70	401
3	302	26	513	49	309	70a	401
4	202	27	311	50	409	71	513
5	503	28	410	51	509	72	311
6	207	29	413	52	210	73	411
7	206	30	211	53	310	74	411
8	504	31	GCE-A	54	410	75	511
9	504	32	404	55	408	76	314
10	404	33	307	56	512	77	413
11	304	34	303	57	412	78	313
12	204	35	303	58	312	79	313
13	305	36	203	59	212	80	213
14	405	37	304	60	516	81	514
15	305	38	404	61	416	82	414
16	415	39	GCE-A	62	316	83	207
17	506	40	308	63	310	84	406
18	406	40a	308	64	505	85	213
19	306	41	510	65	505	86	515
20	205	42	201	66	511	87	415
21	506	43	208	67	201	88	315
22	407	44	208	68	507	89	211
23	307	45	503	68a	507	90	501
		46	408	69	301	91	403

Parking spaces are Limited Common Elements (LCE) for the corresponding Unit shown above unless specifically identified as "GCE-A" (General Common Element-Assignable)

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RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

COUNTER CUSTOMER

MINOR JONES

498 ALBEMARLE RD, UNIT 310

CHARLESTON SC 29407

MAKER:

ALBEMARLE CONDO ASSN

RECIPIENT:

N/A

Note:

Original Book:

V506

Original Page:

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from RMC

MAR 2 2 2017

Peter J. Tecklenberg
Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP MRK

DATE 3/22/17

RECORDED

Date: March 21, 2017

Time: 11:13:47 AM

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Charlie Lybrand, Register
Charleston County, SC

of Pages: 5

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State Fee	\$ -
County Fee	\$ -
Extra Pages	\$ -
Postage	\$ 0.50
Chattel	\$ -
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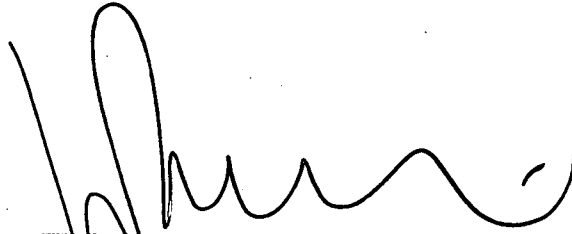
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Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

17 October 2018



M. Richardson Hyman, Jr.
Post Office Box 127
Charleston, South Carolina 29402
(843) 416-1047
Attorney for Appellant

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NOV 19 2018

SC Court of Appeals

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