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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley D. Price, Circuit Court Judge

CASE NO: 2019-CP-10-06058

Bay Light, LLC,……..……..……Respondent

v.

Westgate Office Park Landowners' Maintenance Association Inc…….Appellant

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RECORD ON APPEAL

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s/Erika V. Harrison
Erika V. Harrison
SC BAR No. 73024
92 Line St.
Charleston, SC 29403
erika@erikaharrison.com
Attorney for Appellant

Stan Barnett,
305 North Civitas St.
Mt. Pleasant, SC 29464
Stan.barnett@yahoo.com

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2019-CP-10-
BAY LIGHT, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**SUMMONS**
	)	
WESTGATE OFFICE PARK LANDOWNERS MAINTENANCE ASSOCIATION, INC.,	)	
	)	
Defendant.	)	
	)	

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to said Complaint on the below subscribed attorney at his office at 97 Broad Street, Charleston, South Carolina 29401 within thirty (30) days after the service hereof exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in this action.

s/John A. Massalon
John A. Massalon (SC Bar #10279)
WILLS MASSALON & ALLEN LLC
Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144
jmassalon@wmalawfirm.net

ATTORNEYS FOR PLAINTIFF

CHARLESTON, SC

November 18, 2019

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2019-CP-10-
BAY LIGHT, LLC,	)	
Plaintiff,	)	
v.	)	**COMPLAINT**
WESTGATE OFFICE PARK LANDOWNERS MAINTENANCE ASSOCIATION, INC.,	)	
Defendant.	)	

COMES NOW, the Plaintiff, Bay Light, LLC, complaining of the Defendant Westgate Office Park Landowners Maintenance Association, Inc. (hereafter referred to as "Defendant") and would show the following:

BACKGROUND

1. Plaintiff is the owner of the real property located on Wallace School Road in Charleston County, South Carolina (hereinafter referred to as Lot B-2) (TMS# 351-10-00-099).
2. Upon information and belief, Defendant owns parcels of real property located adjacent to Plaintiff's property as part of a horizontal property regime. ("Lot B", TMS # 351-10-00-039; "Lot B-1", TMS # 351-10-00-066; and "Lot B-3", TMS # 351-10-00-093).
3. Upon information and belief, these parcels comprise the Westgate Office Park Horizontal Property Regime (hereinafter "the Regime").

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4. Plaintiff is a limited liability company organized and existing pursuant to the laws of the State of South Carolina with its principal place of business in Charleston County, South Carolina.
5. Upon information and belief, Defendant was a non-profit corporation organized pursuant to the laws of the State of South Carolina but it was dissolved on December 28, 1998.
6. Plaintiff's Property and the Regime which are affected by this action are located in Charleston County, South Carolina.
7. The Court has jurisdiction over the parties and the subject matter of this action.
8. Venue is appropriate in Charleston County, South Carolina.
9. On or about October 30, 1996, Defendant received title to three lots (TMS # 351-10-00-039; TMS # 351-10-00-066; and TMS # 351-10-00-093) pursuant to a Master Deed conveying title to various parcels of real estate. A copy of the Master Deed is attached as Exhibit A.
10. The Master Deed created a Horizontal Property Regime to be known as "Westgate Office Park Horizontal Property Regime" in the manner provided for by the Horizontal Property Act, Title 27, Chapter 31 of the 1976 Code of Laws of South Carolina.
11. Upon information and belief, a non-profit corporation named Westgate Office Park Landowners Maintenance Association, Inc. was incorporated with the South Carolina Secretary of State on or about June 10, 1997. The Secretary of State has no record of an entity named the Westgate Office Park Horizontal Property Regime.
12. The Master Deed provides for condominium ownership of the premises included in the Regime and divides the land into four separate parcels to be used as office units.

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13. The Master Deed did not convey Lot B-2 to Defendant as part of the Regime.
14. The Master Deed did not convey to condominium owners in the Regime any rights of ingress/egress or easements on Lot B-2.
15. Defendant does not own and has never owned Lot B-2 as part of the Regime nor does Defendant have any rights to use Lot B-2 for parking or ingress/egress access.
16. On or about July 29, 1997, Defendant re-recorded the Master Deed.
17. The re-recorded deed states that the Master Deed is "hereby re-recorded" to add floorplans which were "inadvertently omitted" in the original Master Deed and are now included as Exhibits F and G.
18. However, the re-recorded deed includes an Exhibit B that was not included in the original Master Deed.
19. Exhibit B of the Master Deed does not contain a description or image of real property and contains only an image of a compass arrow.
20. Exhibit B of the rerecorded deed depicts the Regime and Lot B-2 in a manner indicating that Lot B-2 contains easements for use by condominium owners in the Regime. These easements are not included in the original Master Deed.
21. On or about June 3, 2005, Defendant filed an Amendment to the Master Deed. A copy of the Amendment is attached as Exhibit B.
22. The Amendment clarifies that Lot B-2 was never intended to be included as part of the Regime.
23. However, Item 5 of the Amendment attempts to reserve the right for condominium owners in the Regime to use various easements on Lot B-2.

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24. Item 5 of the Amendment states "the owners of any condominium unit in the Westgate Office Park Horizontal Property Regime, their heirs, successors, and assigns shall have the non-exclusive right to utilize all parking areas, utility easements, drainage easements, walkways, ingress/egress easements, buffer easements and any other easements located on Lot B-2 as fully shown on Exhibit B of the Master Deed."
25. Item 5 of the Amendment attempts to reserve rights to various easements over Lot B-2 even though such rights were never included in the conveyances that created the Regime. Moreover, no part of Lot B-2 is included in the Regime.
26. Upon information and belief, Defendant now claims Lot B-2 is included in the Regime.
27. Defendant's attempt to reserve such rights to these easements for use by condominium owners, including for parking purposes, is an invalid conveyance.
28. Without Plaintiff's permission, Defendant continues to allow condominium owners to use Lot B-2 for parking and ingress/egress access.

FOR A FIRST CAUSE OF ACTION

29. Plaintiff repeats and reiterates each and every allegation contained in the foregoing paragraphs above as if fully set forth verbatim herein.
30. Plaintiff has an interest in the Property.
31. Upon information and belief, Defendant claims a right to use Lot B-2 for parking and for ingress/egress access.
32. Plaintiff did not and does not agree to the use of Lot B-2 that is claimed by Defendant.
33. As a result, all parties have an interest affected by the declaration sought herein.

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34. That Plaintiffs therefore request a declaration pursuant to the provisions of the South Carolina Uniform Declaratory Judgment Act, Sections 15-53-10 et seq., Code of Laws of South Carolina, 1976, as amended, and also pursuant to the provisions of Sections 15-67-10 et seq.

FOR A SECOND CAUSE OF ACTION

35. Plaintiff repeats and reiterates each and every allegation contained in the foregoing paragraphs above as if fully set forth verbatim herein.
36. Plaintiff requests that the court grant an injunction to prevent the unauthorized use of Lot B-2 by the Regime condominium owners.
37. As described more fully above, Defendant has claimed rights in Plaintiff's property that were never reserved to or conveyed to Defendant.
38. Plaintiff did not and does not agree to the use of Lot B-2 that is claimed by Defendant.
39. Defendant does not have a right to allow its condominium owners to use Lot B-2 for any parking or ingress/egress access.
40. Defendant has interfered with Plaintiff's right to possess and quietly enjoy Plaintiff's property.
41. In the absence of an injunction preventing Defendant's unauthorized and improper use of Plaintiff's property, Plaintiff has no adequate legal remedy and will be irreparably harmed if an injunction is not issued requiring Defendant to cease and desist its use of Lot B-2 for all purposes described in Item 5 of the Amendment described more fully above.
42. Defendant will not be harmed if such an injunction is issued during the pendency of this action. Defendant has rights to ingress and egress over the Regime property which it

owns.

43. Plaintiff is likely to prevail on the merits of this dispute.

44. As a direct and proximate result of Defendant's continuing acts and/or omissions, Plaintiff will likely sustain additional injuries, and therefore an injunction should be issued prohibiting Defendant's unlawful use of Lot B-2.

WHEREFORE, Plaintiff requests Judgment against Defendant as set forth herein as well as any additional, different, and/or further relief as this Court deems just and proper.

s/John A. Massalon
John A. Massalon (SC Bar #10279)
WILLS MASSALON & ALLEN LLC
Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144
jmassalon@wmalawfirm.net

ATTORNEYS FOR PLAINTIFF

CHARLESTON, SC

November 18, 2019

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EXHIBIT “A”

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MASTER DEED

for

WESTGATE OFFICE PARK

HORIZONTAL PROPERTY REGIME

Charleston, South Carolina

****

Perry K. Waring, Louis L. Waring, Jr., Larry J. Ferguson, Mabel O. Ferguson, Anthony B. O'Neill, and Arthur C. McFarland hereinafter referred to as the "Grantors", as the sole owners in fee simple of the land and improvements hereinafter described, do hereby make declare, and publish their intention and desire to submit, the structures hereinbelow described, together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to a Horizontal Property Regime (hereinafter termed "Regime"), to be known as "Westgate Office Park Horizontal Property Regime", in the manner provided for by the Horizontal Property Act, title 27, Chapter 31 of The 1976 Code of Laws of South Carolina as amended (hereinafter termed the Act).

R. p. 009

Grantors set forth the following particulars:

A. Legal Description. The lands which are hereby submitted to the Horizontal Property Regime are located on Ashley River Road and Wallace School Road in the City of Charleston, County of Charleston, State of South Carolina, and described as follows:

SEE EXHIBIT A

B. Improvements. The Grantors have completed or caused to be completed on the above described parcel or land certain improvements, more particularly shown and delineated on the land survey and plat plan (Exhibit "B"). Said Exhibit "B" being incorporated herein by reference. Said improvements consist of four office units in two separate buildings. Together with this Master Deed, said Exhibit "B", constitutes a graphic description of all office units, including their identification numbers, locations, areas and dimensions, and all Common Elements (general and limited), their relative locations and approximate dimensions.

C. Office Units. The Grantors in order to implement Condominium Ownership for the above described premises, covenant and agree to and hereby do, subdivide the above

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described property horizontally into the following Freehold Estates:

1. Four separate parcels of property, being the four Office Units, together with the shares in the General and Limited Common Elements appurtenant to each Office Unit, hereinbefore and hereinafter more particularly described, and as shown graphically in Exhibit "B", referred to hereinabove. Said Exhibit delineates the dimensions of each Office Unit, the location and dimensions of the perimeter walls, and the location dimensions and area of each Office Unit with reference to established geographical points. Each of the said four Office Units consists of:

(a) the volumes or cubicles of space enclosed by the finished interior surfaces of perimeter walls and the finished surfaces of interior walls, ceilings and floors of the Office Unit, and by any doors, windows and such other structural elements that are ordinarily regarded as enclosures of space; and

(b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting however load bearing and other common facilities, and

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(c) interior stairs within the perimeter walls of any Office Unit which has both an upper and lower level, and

(d) the decorated interior surfaces of perimeter walls and the decorated surfaces of interior walls (including load bearing walls, floors and ceilings, consisting of, as the case may be, wallpaper, paint, sheetrock, carpeting, tiles and any and all other finishing materials affixed or installed as a part of the physical structure of the Office Unit, and

(e) all fixtures, appliances, mechanical systems and equipment installed in said Office Unit which are intended for the sole and exclusive use of the Office Unit. No pipes, wires, conduits, other public utility lines or installations constituting a part of the overall systems designated for the service of any other Office Unit, nor any of the structural members or portions of the building, nor any other property of any kind, including fixtures and appliances within the Office Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to a part of any individual Office Unit. The word "Office Unit" when used throughout this instrument shall be deemed to refer to each

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of the aforesaid Office Units as herein described, and shall have the same meaning as set forth in the act.

2. A description of the Common Elements of the Regime (including both the General Common elements and the Limited Common Elements) as defined herein and in the Act is as follows:

(a) The parcel of land described above, and shown in Exhibit "B" attached hereto; and

(b) Those portions of the Building not otherwise herein defined as being embraced within the four individual Office Units including but not limited to balconies, the foundations, roofs, floors, ceilings, perimeter walls and partitions, walls enclosing common pipe chases and other common facilities, slabs, entrance and exit or communication ways, pipes, wires, conduits, chimneys, air ducts and public utility lines, including the space actually occupied by the above, all as are more particularly shown in Exhibit "B" attached hereto, and

(c) All improvements to the premises constructed or to be constructed such as utilities, walkways, plants, trees, shrubbery, lawns, located on the said parcel of land; and

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(d) Parking areas as shown in Exhibit "B", attached hereto.

(e) All other elements of the Office Park, not included within the Office Units, constructed or to be constructed on the aforesaid parcel of land rationally of common use or necessary to their existence, upkeep and safety and in general, all other devices, or installations existing for common use, and

(f) All other property of the Regime, whether land, building improvements, personal property, or otherwise, except such as is included in the four Office Units as more particularly described in the subparagraph (1) hereinabove; and

(g) All assets of Westgate Office Park Landowners Maintenance Association, Inc. (a nonprofit corporation organized for the purpose of carrying out the powers, duties, and obligations of the "Council of Co-Owners" as defined in the Act); and

(h) Easements through Office Units for conduits, ducts, plumbing, and other facilities for the furnishing of utility services to Office Units and the General Common Elements; provided, however, such easements through an Office Unit

shall be only according to the plans and specifications for the Building, or as the Building is constructed, unless approved in writing by the Office Unit owner; and

(i) An easement of support in every portion of an Office Unit which contributes to the support of the Building; and

(j) Easements through the Office Units and General Common Elements for maintenance, repair and replacement of the Office Units and General Common Elements; and

(k) Installation for the furnishing of utility services to more than one Office Unit or to the General Common Elements or to an Office Unit other than the one containing the installation, which installation shall include conduits, ducts, plumbing, wiring and other facilities for the rendering of such services.

D. Common Elements. The ownership of each Office Unit shall include an undivided share in and to the Common Elements as defined and as set forth in Section Q (6). It is the intention of the Grantors hereby to provide that the Common Elements in the Regime shall be owned by the Co-Owners of the Office Units as tenants in common, the undivided share of each Co-Owner being as stated above. The

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Association shall have the power to determine the use to be made of the Common elements from time to time, provided that such use shall not discriminate against any Co-owner. The Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the Act or other provisions of this Master Deed or any exhibits hereto.

E. Limited Common Elements. Portions of the Common Elements are hereby set aside and reserved for the restricted use of certain Office Units to the exclusion of the other Office Units, and such portions shall be known and referred to herein as Limited Common Elements. The Limited Common Elements restricted to the use of certain Office Units are those portions of any walls which are deemed to be Common Elements and which are within the individual Office Units, and all windows and doors serving each Office Unit.

F. Undivided Share in Regime. The basic value of each Office Unit and the total basic value of all the Property of the Regime for the sole and exclusive purpose of determining the property rights and obligations of the Co-Owners is set forth in exhibit "C" attached hereto. The percentage (share) in the Common Elements set forth in Exhibit "C"

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shall also be the percentage appertaining to the several Office Units (and their Co-owners) in the Common Expenses and rights in the Common Surplus, and said percentage shall constitute the proportionate representation appertaining to each Office Unit for voting purposes in the Council Co-Owners (see paragraph "H" herein).

G. Office Units and Undivided Shares Inseparable. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of the Co-Ownership; any transfer, conveyance or encumbrance of an individual Office Unit shall be deemed to also transfer, convey or encumber the undivided interest of the Co-Owner in the Common Elements appertaining to the Office Unit without specifically or particularly referring to same. The Grantors, their heirs, successors and assigns and their grantees, their heirs successors and assigns, further covenant and agree that any conveyance, transfer or alienation of any Office Unit shall conclusively be deemed to include all of the interest of the Co-Owner in Westgate Office Park Landowners Maintenance Association, Inc. (the Council of Co-Owners), and any encumbrance upon any Office Unit shall also be conclusively deemed to attach

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to all of the interest of the Co-Owner of such Office Unit in the Regime. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred except as an appurtenance to his Office Unit.

H. Administration of Regime. The Regime shall be administered, supervised and managed by a Council of Co-Owners organized as a South Carolina nonprofit corporation known as Westgate Office Park Landowners Maintenance Association, Inc. (hereinafter called the "Association"), having its principal office in Charleston, South Carolina, which shall act by and on behalf of the Co-Owners of the Office Units in the Regime in accordance with this instrument, the By-Laws of the Association, annexed hereto as Exhibit "E", and in accordance with the Act, as amended. The Charter and By-Laws, attached as Exhibits "D" and "E", form an integral part of the plan of ownership herein described, shall govern the conduct and affairs of the Co-Owners of the Regime (who are members of the Association) and shall be construed in conjunction with the provisions of the Master Deed.

1. Pursuant to the Act, the Association is hereby designated as the form of administration of the Regime, and

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the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Regime, the same being more particularly set forth in the Charter and By Laws of the Association hereto attached as exhibits "D and "E". The Association shall also be empowered and is hereby empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated to it by the Co-Owners of Office Units in the Regime.

2. The Co-Owners of an Office Unit shall automatically, upon becoming the Co-Owners of an Office Unit, be a member of the Association, and shall remain a member of said Association until such time as his, her or its ownership ceases for any reason, at which time, his, her or its membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of the title to an Office Unit, neither membership in the Association nor any share in the assets of the Association shall be transferable, and any attempted transfer shall be null and void.

3. Reasonable regulations concerning the use of the property may be made and amended from time to time by the Association in the manner provided in its Charter. Copies of such regulations and amendments thereto shall be furnished by the Association to all Co-Owners of Office Units and residents of the regime upon request.

4. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Co-Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Co-Owners or Persons.

I. Restrictive and Protective Covenants, Agreements and Easement Grants. To further implement this plan of Condominium Ownership, to make feasible]e the ownership and sale of Office Unit units in the Regime, to preserve the character of the Office park, Grantors, their successors and assigns, by reason of this Master Deed, and all future Co-Owners of Office Units in the Regime by their acquisition of title thereto, covenant and agree as follows:

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No partial conveyance: Each Office Unit shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be leased, conveyed, devised, inherited, transferred or encumbered along with its allocated percentage in the Common Elements, in the same manner as any other parcel of real property, independently of all other Office Units, subject only to the provisions of this Master Deed, the Charter and By-Laws of the Association, and the Act.

2. Nuisances prohibited. No nuisances shall be allowed upon the Property of the Regime.. All parts of such Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No Co-Owner shall permit any use of his Office Unit or make any use of the Common Elements which will increase the rate of insurance upon the Property.

3. Encroachment easement. In the event that any portion of the Common Elements now or hereafter encroaches upon any Office Unit, or vice versa, or in the event that any portion of one Office Unit now or hereafter encroaches upon another Office Unit, valid easement for the

encroachment and for the maintenance of the same, so long as it stands, does and shall exist.

4. Actual location controls. In interpreting any and all provisions of this instrument, the Exhibits attached hereto, and subsequent deeds and mortgages to individual Office Units, the actual location of the Office Unit 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 as indicated on Exhibits attached hereto. To the extent that such minor variations in location do or shall exist, a valid easement therefor, and for the maintenance thereof, does and shall exist

5. Utility Easement. A valid easement does and shall continue to exist in favor of the Association throughout the Common Elements for the purpose of installation, maintenance, repair, and replacement of elevators, cable T.V. systems, 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, and as set forth in paragraph C2, hereinabove.

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6. Use of Common Elements. Each Co-Owner, tenant, or occupant of an Office Unit may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Co-Owners, tenants or occupants.

7. Right of Access. The Association shall have the irrevocable right, to be exercised by its duly authorized officer or agent, to have access to each Office Unit 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 therein necessary to prevent damage to the Common Elements or to another Office Unit.

J. Amendment of Master Deed. Neither this Master Deed nor any of its provisions shall be revoked or amended without the acquiescence of all Co-Owners and all of the record holders of encumbrances affecting any Office Unit, except as follows:

1. As provided in Paragraph E, hereinabove; or

2. The system of administration as set forth in the Charter and By-Laws may be amended and modified from time to

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time in accordance with the provisions of the Act and any other applicable provisions, of the Code of Laws of South Carolina, the Charter and By-Laws of the Association; or

3. The Grantors may make any corrective changes herein which will not adversely affect the interest of any Co-Owner or any mortgagee if such changes are necessary to correct typographical, grammatical or similar errors, or to accommodate requirements of a title insurance company or lending institution.

Except as above provided, the procedure for effecting such an amendment or revocation of the Master Deed shall be that provided for the amendment of the By-Laws except that the approval of all the Co-Owners of the Regime shall be required; and in addition thereto, the consent of each lienholder of record on any Unit in the Regime, as of the date of the adoption of any such Amendment or revocation. Any such amendment or revocation shall be executed and subscribed with the same formalities required in South Carolina for the making of Deeds, and recorded in the public records of the County of Charleston.

K. Assessments. The Co-Owner of each Office Unit is bound to contribute and shall be assessed by the Association

pro rata according to the percentage of his share in the Common Elements toward the expenses of administration and of maintenance, insurance and repair of the said Common Elements in such amounts as shall from time to time be fixed and assessed by the Association and to any other expenses that may be lawfully agreed upon, all as is more set forth in the By-Laws attached hereto and incorporated by reference herein. No Co-Owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements of the Association or by abandonment of the Office Unit owned by him any sums which have been assessed against an Office Unit but are not paid in accordance with the provisions of the By-Laws shall constitute a lien on said Office Unit prior to all other liens except only tax liens on the Office Unit in favor of any taxing authority any mortgages or other liens, duly recorded, which may encumber the Office Unit.

L. Alterations and Modifications.

1. No alteration, modification or improvement shall be made to any Office Unit or to the building nor shall any addition be made thereto, nor shall any portion thereof be

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removed which might affect the structural soundness of the Building or jeopardize the safety of any Co-Owner.

2. Nothing shall be done by the Association or any Co-Owner to impair any easement, or to change the external appearance of the Building without first obtaining the approval in writing of the Board of Directors of the Association and Co-Owners of at least seventy-five (75%) per cent of the Common Elements of the entire Regime.

3. The Association shall] have the right to make or cause to be made such alterations, modifications and improvements to the Common Elements, provided such alterations, modifications or improvements are first approved in writing by the Board of Directors of the Association and also by the Co-Owners of Sixty (60%) per cent or more of the Common Elements of the entire Regime; and the cost of such alterations, modifications or improvements shall be assessed as Common Expenses and collected from the Co-Owners of all Office Units according to their percentage of ownership of Common Elements of the entire Regime.

4. No alteration, modification or improvement as provided for in paragraphs 2 and 3 above shall interfere

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with any material right of any Co-Owner unless his prior written consent is obtained

M. Relief. Each Co-Owner, tenant and occupant of an Office Unit shall be governed by and shall comply with the terms of this Master Deed and all exhibits thereto, any regulations adopted thereunder and said documents as they may be amended from time to time. Failure to comply therewith shall entitle the Association or other Co-Owners to the following relief:

1. Such relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief, or both, which actions may be maintained by the Association, or in a proper case by an aggrieved Co-Owner.

2. A Co-Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of the Co-Owner or by that of any member of the Co-Owner's family or the Co-Owner's guests, employees, agents or lessees, but only to the extent that such expense is not met my the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use,

misuse, occupancy or abandonment of any Apartment or its appurtenances, or of the Common Elements.

3. In any proceeding arising because of an alleged default by a Co-Owner under any provisions of this Master Deed and all exhibits hereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

4. The failure of the Association or any person to enforce any covenant, restriction or other provision contained in the Act, this Master Deed and exhibits attached hereto, the regulations adopted pursuant hereto and said documents as they may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

N. Conditions of Title. The present title to the property hereby subdivided by the Grantors and the title to each Office Unit which shall be hereafter conveyed or acquired in any manner, is hereby expressly declared and made subject to the terms and provisions of this instrument and its exhibits. The acquisition of title to an Office Unit shall be conclusively deemed to mean that the acquirer approves, adopts and ratifies the provisions of this instrument, the By-Laws and Rules and Regulations of The

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Westgate Office Park Association, Inc., and will comply therewith. The covenants, agreements, and restrictions set forth therein shall be appurtenant to each Office Unit, shall run with the land and shall be binding upon the Grantors, its successors and assigns and upon all persons whomsoever (including corporate and/or business entities) claiming by, through or under the Grantors ; their heirs, executors, administrators, successors and assigns.

O. **Severability**. It is the intention of the Grantors that the provisions of this instrument and its exhibits are severable so that if any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable federal state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof is, at the time of the recording of this instrument, void, unenfcrceable as being contrary to any applicable federal, state or local law, the Grantors, its successors and assigns, and all Persons claiming by, through, or under the Grantors, covenants and agrees that any future amendments or supplements to the said By-Laws having the effect of removing said invalidity or unenforceability, shall be

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deemed to apply retroactively to this instrument thereby operating to validate the provisions of this instrument and the exhibits thereto. which otherwise might be invalid; and it is further covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

P. Captions. Captions of Titles in this document are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this document or the intent of any provision herein

Q. Definitions. The terms used in this Master Deed and in the Exhibits thereto shall have the meanings stated in the Act and as follows, unless the context otherwise requires:

1. Office Unit means a part of the property intended for independent commercial use including one or more rooms or enclosed spaces located on one or more floors (or part there of) in a Building, and with a direct exit to a public street or highway, or to a common area leading to such street or highway.

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2. Assessment means a Co-Owner's pro rata share of the Common Expenses which from time to time is assessed against a Co-Owner by the Association.

3. Association means the Council of the Co-Owners as defined by the Act and also means the Westgate Office park Association, Inc. the corporate form by which the Council of Co-Owners shall operate the Condominium.

4. Building means the structure containing one or more units.

5. Common Elements means the General and Limited the Common Elements, as defined herein and in the Act. includes:

6. General Common Elements means and includes:.

(a) The land in fee simple on which the Buildings stands;

(b) The foundations, main walls, roofs, halls, foyers, entrance and exit or communication ways;

(c) The yards and gardens;

(d) All assigned and unassigned parking spaces;

(e) The compartments or installations of central services such as power, light, gas, cold and hot water, and the like;

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(f) All other elements of the property rationally of common use or necessary to its existence or upkeep and safety.

7. Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain number of Office Units to the exclusion of the other Office Units.

8. Common Expenses means the expenses for which the Office Unit Co-Owners are liable to the Association and include:

(a) Expenses of administration; expenses of maintenance, insurance, operation, repair or replacement of the Common Elements, and of the portions of Apartments which are the responsibility of the Association;

(b) Expenses declared common expenses by provisions of this Master Deed;

(c) Any valid charge against the Regime as a Whole.

9. Common Surplus means the excess of all receipts of the Association including but not limited to assessments, over the amount of Common Expenses.

10. Co-Owner means a person, firm, corporation, partnership; association, trust or other legal entity, or

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any combination thereof, who owns an Office Unit within the Buildings.

11. Condominium Ownership means the individual ownership of a particular Office Unit in the Building and the common right to a share, with other Co-Owners, in the general and limited Common Elements of the Property

12. Institutional Mortgage, sometimes referred to as first mortgage" herein means a first mortgage originally executed and delivered to or held through assignment or Assignments by a bank or a savings and loan association, or an insurance company, or a title insurance company, or a pension trust, estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing, or a designee of any of the foregoing, or the Grantors or any of its subsidiaries.

13. Master Deed means the deed establishing and recording the Property of the Horizontal Property Regime and all exhibits thereto.

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14. Person means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

15. Property means and includes the land, the building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

16. Utility Services means and refers to, electric power, gas, hot and cold water, heating, air conditioning, garbage and sewage disposal.

R. Singular, Plural, Gender. Whenever the context so permits the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed this 30th day of October, 1996.

Perry K. Waring

Louis L. Waring, Jr.

Larry K. Ferguson

Mabel Ferguson

Anthony B. O'Neill

Arthur C. McFarland

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STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that he saw the within-named Grantors sign, seal and as their act and deed deliver the within Master Deed for the uses and purposes therein mentioned and that he with the other witness above-named witnessed the execution thereof.

Sworn to before me this 30
day of October, 1996.

Notary Public for South Carolina
My Commission Expires: July 23, 2001

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EXHIBIT "A"

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-3B on a plat entitled "Plat Showing The Subdivision of LOT B-3 located in St. Andrews Parish" made by Forsberg Engineers and dated September 13, 1991, and recorded on October 9, 1991 in the R.M.C. Office for Charleston County in Plat Book CE, Page 156. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

The Seller reserves 30 foot easements for driveways (15 feet on each side) of the boundary line separating Lot B-3A from Lot B-3B, and also a 24 foot easement for another driveway (12 feet on each side) on the westernmost boundary line of Lot B-3B which separates said lot from Lot B-1 as shown on the aforementioned plat.

BEING the same property conveyed to Perry K. Waring, Anthony B. O'Neill and Arthur C. McFarland by Louis L. Waring by deed dated June 22, 1995 and recorded in the R.M.C. Office for Charleston County in Book S256-785.

TMS No.: 351-10-00-093

AND

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-1 on a plat entitled "Plat Showing The Property Line Adjustment of Lot B-1 & B-2 Located in City of Charleston, charleston County, SC" made by Forsberg Engineers and dated December 12, 1994, and recorded in the R.M.C. Office for Charleston County in Plat Book EA, Page 662. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

Subject to a 10 foot utility easement on the eastern boundary line and a 12 foot easement for driveways separating Lot B-1 from Lot B-3A and Lot B-3B as shown on the aforementioned plat.

Being the identical property conveyed to Larry J. Ferguson, Mabel Ferguson, Perry K. Waring and Louis L. Waring, Jr. by deed of Margaret Waring Capers dated May 2, 1995 and recorded in the RMC Office for Charleston County on July 24, 1995 in Book U257 at page 004.

TMS No.: 351-10-00-066

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EXHIBIT "A" (CONTINUES)

All that certain piece, parcel and lot of land and the improvements thereon, that situate, lying and being in St. Andrews School District No. 10, County of Charleston, State aforesaid and containing the following buttings and boundaries.

BEING at an iron stake lettered "A" situated three hundred twenty (320') feet on the Northern side of Wallace School Road Southwest of the Northwest corner of the intersection of Ashley River Road and Wallace School Road, thence running S 48 degrees - 5" W. for a distance of eighty-eight (88') feet to an iron stake lettered "B" thence running N. 38 degrees 30"W for a distance of one hundred ninety-six and six-tenths (196.6) feet to an iron stake lettered "C"; thence running N. 550 degrees-30"E. for a distance of eighty-eight and fifteen hundredths (88.15') feet to an iron stake lettered "D"; and these running S 38 degrees-30"E for a distance of one hundred ninety-three (193.8') to an iron stake lettered "A" which is the point of the beginning.

Being bounded on the Northwest by lands of Charles Waring; on the Northeast by lands of Louis L. Waring, Sr. remaining; on the Southeast by Wallace School Road; and on the Southwest by lands of John Waring. Said measurements, courses, distances, and boundaries will more fully appear when reference is had to a plat of J. O'Hear Sanders, Surveyor, dated July 16, 1966 and "Showing portion of Lot "B" of the Rebecca Waring Estate, with corners lettered A, B, C, D and A about to be conveyed to Louis L. Waring, Jr.," said plat recorded in the RMC Office for Charleston County on October 12, 1966 in Plat Book V at page 48.

TMS No.: 351-10-00-039

Being the same conveyed to Louis L. Waring, Jr by deed of Louis L. Waring, Sr. by deed dated August 28, 1966 and recorded in the RMC Office for Charleston County in Book PØ86-11.

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EXHIBIT "C"

BASIC VALUE OF OFFICE UNITS

SUITE NUMBER	BASIC VALUE	PERCENTAGE
Suite 100	$ 335,000.00	27%
Suite 200	335,000.00	27%
Suite 300	162,500.00	13%
Suite 400	415,000.00	33%

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EXHIBIT D

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STATE OF SOUTH CAROLINA
SECRETARY OF STATE
JIM MILES
NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

1. The name of the nonprofit corporation is Westgate Office Park Landowners Maintenance Association, Inc.

2. The initial registered office of the nonprofit corporation is 1847 Ashley River Road, Suite 200
Street & Number,
Charleston, Charleston, South Carolina 29407
City, County, State, Zip Code

The name of the registered agent of the nonprofit corporation at that office is Arthur C. McFarland

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

a. [ ] The nonprofit corporation is a public benefit corporation.

b. [ ] The nonprofit corporation is a religious corporation.

c. [X] The nonprofit corporation is a mutual benefit corporation.

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

a. [X] This corporation will have members.

b. [ ] This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is 1847 Ashley River Road, Suite 200, Charleston, Charleston, S.C. 29407
Street & Address,
City, County, State, Zip Code

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

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

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

_____

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

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

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

_____

_____

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

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9. The name and address (with zip code) of each incorporator is as follows (only one is required):

Name	Address (with zip code)
Arthur C. McFarland	12 Magazine Street Charleston, SC 29401

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

_____ Signature of director
(only if named in articles)

_____ Signature of director
(only if named in articles)

_____ Signature of director
(only if named in articles)

11. Each incorporator must sign the articles.

Arthur C. McFarland
Signature of incorporator

_____
Signature of incorporator

_____
Signature of incorporator

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of $25.00 payable to the Secretary of State.

Form Approved by South Carolina
Secretary of State Jim Miles
June 1994

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EXHIBIT "E"

WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME

THESE BYLAWS OF WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME are promulgated pursuant to the Horizontal Property Act of South Carolina (the "Act") for the purpose of governing Co-owners Counsel (The "Association") and the administration of WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME, (The "Property), which has been submitted to a Horizontal Property Regime. The terms used herein are defined in the Master Deed by which the Property is so constituted, and these Bylaws incorporate and are subject to the Provisions of said Master Deed.

ARTICLE I

OWNERS

A. MEMBERSHIP: Every Owner shall be a member of the Association. A person who holds title to a unit merely as security for payment of a debt shall not be entitled to exercise the rights of an Owner unless such person holds a proxy conferring such rights.

B. VOTE: Each Owner shall be entitled to cast one vote for each one tenth (0.1%) of a percent of such Owner's interest in the Common Elements. Votes can be cast only at a meeting of the Council convened in accordance with the Bylaws, and in the absence of the valid proxy, an individual shall act in his own behalf, a corporation shall act by an officer, partnership shall act by any general partner, an association shall act by any associate, a trust shall act by any trustee, and any other legal entity shall act by any managing agent. The failure of an absent Owner to execute and

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return the proxy form sent to him in the mail referred to in Paragraph P of this Article shall constitute a proxy to and for the majority present and voting. When an Owner consists of two or more persons any one shall be deemed authorized to act for all or two or more persons, and any one shall be deemed authorized to act for all unless another objects, in which case the vote which such Owner would otherwise be entitled to cast may not be cast. All votes appurtenant to a single unit must be cast together and may not be split.

C. MAJORITY: "Majority of Owners" mean the Owners of fifty-one 51%) percent or more of the basic value of the property as a whole. Each Owner is entitled to cast votes in accordance with their percentage interests in the Regime Common Elements.

D. QUORUM: The presence of Owners in person or by proxy owning fifty-one (51%) percent of the basic value of the Property shall constitute a quorum for the transaction of business at meetings of the Council; provided, however, that any absent Owner who does not execute and return the proxy form sent to him in the mail referred to in Paragraph P of this Article shall be deemed to be present for the purpose of determining the presence of a quorum; and, said absent Owner's vote will be cast with the majority of those present and voting.

E. CONSENT: Any action which may be taken by a vote of the

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Owners may also be taken by written consent of such Owners.

F. ORGANIZATIONAL MEETING: The organizational meeting of the Association shall be held at such time as Declarant deems appropriate but not later than December 31, 1996. The following matters, and such other business as the Manager may deem appropriate, shall be taken up at the initial meeting;

1. Adoption of the fiscal year;
2. Approval of the budget for the fiscal year;
3. Determination of the Annual Assessment and the date upon which it is due and payable;
4. Determination of the date of the first and subsequent annual meetings; and
5. The election of the initial Regime Manager in accordance with Article II of these Bylaws.

G. ANNUAL MEETINGS: An annual meeting of the Owners shall be held on the second Tuesday of the first month of each fiscal year of the Association, beginning with the first fiscal year following the fiscal year in which the organizations meeting is held, or at such other time during each year as may be determined by a vote of the majority of the Owners. Any business which is appropriate for action of the Owners may be transacted at an annual meeting or at any special meeting.

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H. SPECIAL MEETINGS: Special meetings of the Owners may be called at any time by the Regime Manager or by written request of a majority of Owners. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Owners waive notice of any additional business.

I. NOTICE OF MEETINGS: Written notice of every annual or special meeting of the Owners stating the time and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Owner not fewer than ten (10) days nor more than thirty (30) days in advance of the meeting. Failure to give proper notice of a meeting of the Owners shall not invalidate any action taken at such meeting unless an Owner who was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Owner objects shall be void.

J. WAIVER OF NOTICE: Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may in writing waive notice of any meeting of the Owner, whether in person or by proxy, shall be deemed waiver by such Owner of notice of time, date and place thereof unless such Owner specifically objects to lake of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless

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objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

K. PLACE OF MEETING: All meeting of the Owners shall be held upon the property or at such other place within the County in which the Property is situated and convenient to the Owners as the Regime Manager may direct.

L. ADJOURNMENT: Any meeting of the Owners may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the Owners holding a majority of the votes represented at such meeting regardless of whether a quorum is present. Any business which could property be transacted at an adjourned session and no additional notice of adjourned sessions shall be required.

M. ORDER OF BUSINESS: The order of business at all meetings of the Owners shall be as follows:

1. Roll call;
2. Proof or proper notice of the meeting or waiver of notice;
3. Reading of minutes of the preceding meeting;
4. Report of the Regime Manager;
5. Report of Committees;
6. Election of Regime Manager (when required);
7. Unfinished business;
8. New business.

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N. MINUTES OF MEETING: The Regime Manager shall prepare, or cause to be prepared, and keep accurate minutes of every meeting of the Owners. Such minutes shall be made available for examination and copying by any Owner at any reasonable time.

O. WHO MAY ACT FOR AN OWNER: In the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by an officer thereof, a partnership shall act by any general partner thereof, a trust shall act by and trustee thereof, and any other legal entity shall act by and managing agent thereof. When an Owner consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Owner unless another of such persons objects, in which case such persons shall act individually in proportion to their respective interest in the units.

P. PROXIES: Any Owner may by written proxy designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Council. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Regime Manager. If at least thirty (30) days prior to a duly called meeting an Owner is informed by mail of (1) the time and place of the meeting; (2) the agenda of

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the meeting, and (3) such date as is then available relative to issues on which there will be vote and a proxy form is included in such mailing and the Owner neither attends the meeting nor returns his executed proxy then such Owner shall be deemed to have given his proxy to and for the majority present and voting.

ARTICLE II

REGIME MANAGER

A. FORM OF ADMINISTRATION: The administration of the Association and the property shall be vested in a Regime Manager elected from the Owners.

B. AUTHORIZATION AND DUTIES: The authorities and duties of the Regime Manager shall include the following:

1. To provide for the surveillance and security of the Property;
2. To provide for the maintenance, repair and replacement of the Common Elements;
3. To employ and discharge the persons necessary for the operation, maintenance, repair and replace of the Common Elements;
4. To collect from the Owners their respective share of the Common Elements;
5. To insure the property as hereinafter provided;

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6. To enact reasonable regulations governing the operation and use of the Common Elements;

7. To enforce the terms of the Act, Master Deed, and these Bylaws and the regulations promulgated pursuant thereto as hereinafter provided; and

8. To administer the Association and the Property on behalf of and for the benefit of all owners.

C. QUALIFICATION: Only an individual who is an Owner, or who together with another person or persons is an Owner, or who is an officer of an association, a trustee of a trust, or a managing agent or any other legal entity which is an Owner, or which together with another person or persons is an Owner, may be elected or continue to serve as a Regime Manager.

D. ELECTION AND TERM: That initial Regime Manager shall be elected at the organizational meeting of the Association. A plurality of the votes cast shall be sufficient to elect the Regime Manager in any election. A Regime Manager may be elected to succeed himself, and a Regime Manager shall be deemed to continue in office until his successor has been elected and has assumed office.

E. REMOVAL: A Regime Manager may be removed from office with or without cause by the affirmative vote of Owners of two-thirds (2/3) of the total interest in the Common Elements. The unexpired

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portion of the term of any Regime Manager so removed shall be filled by a new Regime Manager elected by the affirmative note of a Majority of the Owners.

F. VACANCY: Vacancy in the Regime Manager caused by reason other than the removal shall be filled by a new Regime Manager elected by the affirmative vote of a majority of the Co-owners.

G. COMPENSATION: Unless otherwise provided by a vote of two-thirds (2/3rd) of the Co-Owners the Regime Manager shall serve without compensation but shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

ARTICLE III

FINANCES

A. FISCAL YEAR: The fiscal year of the Association shall be the calendar year unless the Owners shall otherwise determine.

B. BUDGET: The Regime Manager shall prepare and submit to the Owners at each annual meeting of the Owners a proposed budget for the Association for the upcoming fiscal year. The proposed budget for the Association shall be set forth with particularity and anticipated Common Expense for the fiscal year and the amount of money needed to establish reasonable reserve for the payment of future or unforeseen Common Expenses.

C. APPROVAL OF BUDGET: The proposed budget, as it may be amended upon by motion of any Owner, shall be submitted to a vote of the

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Owners and when approved by the affirmative vote of a majority of the Owners shall become the budget for the Association for the fiscal year (The "Budget"). The terms of the Budget shall be binding upon the Regime Manager until such terms are amended by action of the Owners.

D. REGULAR ASSESSMENTS: The funds required by the Budget shall be collected from the Owners by the Regime Manager in equal monthly or quarterly assessments as the Regime Manager may determine.

E. INDIVIDUAL ASSESSMENTS: Any payments to the Association which one or more but less than all of the Owners shall be obligated to make pursuant to the terms of the Act, Master Deed for these Bylaws shall be due upon demand and shall be collected by the Regime Manager.

F. COLLECTION: Owners shall be personally liable for all assessments and shall pay the same promptly when due. The Regime Manager shall take prompt and appropriate action to collect by suit, foreclosure or other lawful method any overdue assessment. If any overdue assessment is collected by an attorney or by an action at law, the Owner owning same shall be required to pay all reasonable costs of collection including attorney's fees.

H. PENALTY: An assessment not paid within (10) days following the date when due shall bear a penalty of Five ($5.00) Dollars plus

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two (2%) percent of the assessment per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment. For purposes of this paragraph only, an unpaid assessment shall not be deemed over due until the Regime Manager has delivered to such Owner a written notice of the amount due and date due in which case no further demand shall be necessary. The Regime Manager may in its discretion waive all or any portion of a penalty imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Owner.

I. ACCOUNTS: The Regime Manager shall maintain on behalf of the Association a checking account with a state or federally chartered bank having an office in the count where the Property is situated. All funds of the Association shall be promptly deposited in one of said accounts, except that the Regime Manager may maintain a petty cash fund of not more than Fifty ($50.00)Dollars for payment of minor current expenses of the Associations. The books and records relating to any account of the Association shall be made available for examination and copying by any Owner at any reasonable time.

J. PAYMENTS: The Regime Manager shall provide for payment of all debts of the Association from the funds collected from the Owners. Expenditures specifically approved in the Budget may be paid without further approval unless the Regime Manger shall be

otherwise determined. All other expenditures which are in excess of Five Hundred and No/100 ($500.00) Dollars shall be reviewed and approved by two-thirds (2/3rd) of the Co-owners before payment is made. All checks and requirements for withdrawals drawn upon any account of the account of the Association shall be signed by the Regime Manager.

K. ACCOUNTING AND AUDITS: All books and records of the Association shall be kept in accordance with good and accepted accounting practice and an outside audit shall be made at least once a year.

ARTICLE IV

MAINTENANCE AND IMPROVEMENTS

A. MAINTENANCE BY THE REGIME MANAGER: The Regime Manager shall provide for the maintenance, repair and replacement of the Common Elements including the Limited Common Elements and shall employ and dismiss the personnel required for such maintenance, repair and replacement.

B. MAINTENANCE BY OWNERS: Each Owner shall maintain his unit, except the exterior portions thereof which are maintained by the Regime Manager in a good condition and repair.

C. DEFAULT BY OWNER: In the event that any Owner fails to perform the maintenance required by such Owner by these Bylaws or by any lawful regulation enacted pursuant hereto and such failure

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creates or permits a condition which is hazardous to life, health or property or which reasonably interferes with the rights of another Owner or which substantially detracts from the value or appearance of the Property, the Regime Manager shall, after giving such Owner reasonable notice of an opportunity to perform such maintenance, cause such maintenance to be performed and charge all reasonable expenses of so doing to such Owner by an individual assessment.

D. EXPENSES: Except as hereinafter provided, the expenses of maintenance, repair and replacement provided by the Regime Manager shall be Common Elements. The expenses of maintenance, repair or replacement which are necessitated by (I) the failure of an Owner to perform the maintenance required by the Bylaws, or by any lawful regulation enacted pursuant hereto, (ii) the willful act, neglect or abuse of an Owner, or (iii) in uninsured loss which is to be borne by an Owner in accordance with Article VII of these Bylaws shall be charge to such Owner by an individual assessment.

E. IMPROVEMENTS: The Regime Manager shall provide for the making of such improvements to the Common Elements as may be approved from time to time by the Owners. The cost of such improvements shall be Common Expenses; provided however, that no Owner shall without his consent be assessed in any one year for making of improvements to the Common Elements an amount in excess of one (1%) percent of the

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value of his unit as set forth in the Master Deed.

ARTICLE V

REPAIR AND RESTORATION

A. DECISION OF OWNERS: In the event of substantial damage to or destruction of any portion of the Property, the damage or destruction shall promptly be appraised by the Regime Manager. If more than two-thirds (2 /3) of the Property has been destroyed, the Regime Manager shall promptly call a special meeting of the Owners to determine in the manner provided in the Master Deed whether the Property shall be reconstructed. In the event that the Owner determines not to reconstruct the Property, the Secretary shall execute a certificate to that effect and cause the same to be recorded in the same manner as the Bylaws.

B. RECONSTRUCTION: Unless the Owners affirmatively determine in the manner provided in the Master Deed not to reconstruct the Property following damage or destruction thereof the Regime Manager shall promptly provide for such reconstruction. If the cost of such reconstruction exceeds Ten Thousand and No/100 ($10,000.00) Dollars, the Regime Manager shall employ an architect licensed to practice in the jurisdiction of jurisdictions in which the Property is situate to supervise the reconstruction. It shall be the duty of such architect to inspect the progress of the reconstruction at regular intervals and submit written authorization to the insurance

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trustee hereinafter defined for the payment of work performed. When an architect is not required by the terms hereof the Regime Manager may perform such inspections and submit such authorization.

C. COSTS: The Regime Manager shall employ for the purpose of reconstructing the Property, the proceeds of any insurance obtained on the Property by the Regime Manager as trustee for the Owners. If such insurance proceeds do not cover the cost of reconstruction the deficiency shall be borne by the Association as a Common Expense up to an amount equal to the sum of (I) the amount deducted pursuant to the "Loss Deductible" clause of the insurance policy plus (ii) fees and expenses of the Insurance Trustee hereinafter identified. Any deficiency in excess of such amount shall be borne by the Owners in proportion to their respective interests in the portion of the property reconstructed.

ARTICLE VI

CONDEMNATION

A. RIGHTS OF OWNERS: If any portion of the Property is condemned by any authority having the power of eminent domain, each Owner shall be entitled to receive notice of such condemnation and to participate in the proceedings incident thereto unless otherwise prohibited by law. Each Owner shall be entitled to an individual award to be determined by the value of his interest in the portion or portions of the Property condemned.

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B. DUTIES OF THE ASSOCIATION: In the event that any award is received by the Association on account of condemnation of any portion or portions of the Common Elements, the Regime Manager shall promptly pay such award to the Insurance Trustee hereinafter identified as trustee for the Owners to be disbursed in the same manner if it were insurance proceeds. The Regime Manager shall promptly call a special meeting of the Owners to determine whether any condemned portion of the Common Elements shall be replaced. If the Owners determine to replace any condemned portion for the Common Elements the Regime Manager shall provide for the replacement of such portions in the same manner as if such portions have been destroyed by casualty.

ARTICLE VII

INSURANCE

A. INSURED: Insurance policies upon the Property, covering the items described below, shall be purchased by the Council or its Manager for the benefit of the Regime, the Council and the Owners of the units and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of all Owners. Such policies and endorsements shall be deposited with and held by the Association.

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B. COVERAGE: Insurance shall cover the following when available:

(a) the replacement value of all units and Common Elements. Such coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended endorsement and against such other risks as are customarily covered with respect to buildings and improvements of any unit shall be provided by the Council, unless included in the policy without additional charges;

(b) public liability in such amounts and with such coverage as shall be determined by the Regime Manager, including, but not limited to, hired automobile and non-owned automobile coverage;

(c) workmen's compensation (if required);

(d) such other insurance as the Regime Manager from time to time determine to be desirable.

C. PREMIUMS AND DEDUCTIBLES: Premiums upon insurance policies and that portion of any covered loss not compensated for because of the deductible clause of the policy shall be paid by the Council as a Common Expense and shall be paid by the Owners in proportion to their respective interest in the Common Elements.

D. PROCEEDS: The proceeds received by the Council from any indemnity paid under the hazard insurance policy shall be held by the Regime Manager. After deduction of all reasonable expenses of the Regime Manger in administrating such proceeds, the net proceeds shall be distributed as follows:

(a) if the Property is not reconstructed as provided in Article IV of the Master Deed, then each owner shall receive a share of the proceeds proportionate to his interest in the common Elements as set forth in the Master Deed; or

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(b) if reconstruction takes place, then such proceeds shall be used to meet reconstruction costs as provided in Article IV of the Master Deed and Article X of the Bylaws, and any proceeds remaining after all the costs of reconstructing the Property have been paid shall be distributed to the Council for the benefit of all Owners.

E. INSURANCE BY OWNERS: Each Owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable: (1) hazard insurance on his unit and its contents for his own benefit, and (2) liability insurance covering accidents occurring within his unit. Any Owner who obtains hazard insurance for his own benefit shall within thirty (30) days of obtaining the same deliver to the Regime Manager a copy of the Policy of insurance.

ARTICLE VIII

RESTRICTIONS AND REGULATIONS

A. RESTRICTIONS: The use of the Property shall be subject to the following restrictions:

1. Units shall be used only as offices.

2. No Owner shall maintain or permit any nuisance within his unit or unreasonably interfere with the use and enjoyment of the Property by any other person entitled to the same by creating anywhere on the Property or permitting within his unit the creation of excessive noise, smoke or offensive odors. No person shall maintain on the Property and no Owner shall permit within his unit

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any condition which is unreasonably hazardous to the life, health or property of any other person.

3. No person shall make any additions to or perform any work upon the Common Elements or otherwise alter the Common Elements without the express authorization of the Regime Manager. No Owner shall later permit the alteration of the external appearance of any portion of his unit without express approval of the Regime Manager.

B. REGULATION: The Regime Manager shall adopt and amend from time to time such reasonable regulations (The "Regulations") governing the operation and use of the Property as he may deem necessary and desirable. It shall not be necessary to record Regulations newly adopted or the amendment or repeal of existing Regulations, but no Owner shall be bound by any newly adopted Regulations or any amendment or repeal of an existing Regulation until a copy of the same has been delivered to such Owner.

C. ENFORCEMENT: The Regime Manager shall enforce the terms of the Act, Master Deed and these Bylaws and the Regulations promulgated pursuant hereto and shall take prompt and appropriate action to correct any violations of the same. In addition to any other remedy to which the Association or Owner may be entitled, the Regime Manager may impose against an Owner reasonable fines not to exceed a total of Ten ($10.00) Dollars per day for any violation of the terms of the Act, Master Deed or these Bylaws or the

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Regulations promulgated pursuant hereto. Such fines shall be collected by individual assessment. Each day during which a violation occurs or continues shall be deemed a separate offense.

D. RESPONSIBILITY OF OWNERS: Each Owner shall be deemed responsible for the conduct of members of his staff and his tenants, agents, guests, and pets, but the responsibility of the Owner shall not receive any member of his staff or any of his tenants, agents or guests for any liability to the Association or to an Owner for their own acts.

ARTICLE IX

LIABILITIES AND INDEMNIFICATION

A. LIABILITY OF OWNERS: No Owner shall be liable upon a debt or tort of the Association for any amount in excess of such portion of the total liability as the portion of the Common Expenses which such Owner is required to pay bears to the total of the Common Elements.

B. INDEMNIFICATION AMONG OWNERS: Each Owner shall be entitled to contribution from and indemnification by every other Owner to the extent that such Owner discharge or is required to discharge any portion of any liability of the Association in excess of such Owner's proportionate share thereof, except that no Owner shall be required to provide contribution or indemnification on account of

a debt which was liquidated in amount due and payable prior to the time such Owner became an Owner.

C. LIABILITY OF REGIME MANAGERS AND OFFICERS: The Regime Manager shall not be liable to any Owner for any decision, action or omission made or performed by such Regime Manger in the course of his duties unless such Regime Manager acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Act, Master Deed or these Bylaws.

D. INDEMNIFICATION OF REGIME MANAGER: The Association shall indemnify and defend each Regime Manager from any liability claimed or imposed against him by reason of his position or actions as a Regime Manager if all of the following conditions are satisfied:

1. Such liability does not arise from the willful misconduct of the Regime Manager;

2. The Regime Manager or officer is not required to bear such liability by the terms of the Act, Master Deed or these Bylaws;

3. The Regime Manager gives the Association adequate notice of the claim or imposition of the liability to permit the Association reasonable opportunity to defend against the same; and

4. The Regime Manager cooperates with the Association in defending against the liability.

The expense of indemnifying a Regime Manager shall be Common Expense and shall be borne by all the Owners, including such Regime Managers or Officers, in proportion to their respective interests

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in the Common Elements. The Regime Manager may obtain insurance indemnifying the Regime Manager for any liability claimed or impose against him by reason of his position as Regime manager and the cost of such insurance shall be a Common Expense.

ARTICLE X

SEAL AND SIGNATURES

A. SEAL: The Association shall have a seal inscribed in the name of the Association and such other information as the Regime Manager may determine. The Regime Manager of the Association shall have custody of the seal and affix and attest the same upon such documents as the Regime Manager shall deem appropriate.

B. ATTESTATION OF DOCUMENTS: The presence of the Association seal, attested to by the Regime Manager on any contracts, conveyance or any other document executed on behalf of the Association shall attest:

1. That the Association Seal affixed to the document is in fact the seal of the Association.

2. That the Regime Manager of the Association executing the document does in fact occupy the official position indicated; that one in such position is duly authorized to execute such document on behalf of the Association; and that the signature of such Regime Manager subscribed to the document is genuine;

3. That the execution of the document on behalf of the Association has been duly authorized.

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C. CERTIFICATION OF DOCUMENTS: When the seal of the Association is affixed to any document relating to the Property or the Association and is attested by the Regime Manager, a third party without knowledge or reason to know to the contrary may rely on such documents as being what it purports to be.

D. CERTIFICATION OF ACTIONS AND FACTS: When a written statement setting forth (I) actions taken by the Owner or by the Regime Manager or (ii) facts relating to the property or the Association are determined by the Regime Manager is executed by the Regime Manager of the Association and bears the seal of the Association, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

E. ABSENCE OF SEAL: The absence of the seal of the Association from any contract, conveyance or other document executed on behalf of the Association shall not impair the validity of such contract, conveyance or document or of any action taken pursuant thereto or in reliance thereon, but the person relying on the same shall bear the burden of establishing that the execution of the same was duly authorized and accomplished on behalf of the Association.

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ARTICLE XI

AMENDMENTS

A. PROCEDURE: These Bylaws may be amended from time to time by resolution adopted by the affirmative vote of the Owners of two-thirds (2/3) of the total interest in the Common Elements. No amendment shall be effective unless and until recorded as an amendment to the Master Deed in accordance with the Action.

B. EFFECT: All Owners, tenants of Owners, employees of Owners and tenants, and any other persons that may in any way or manner use the Property or any part thereof shall be bound to abide by any amendment to these Bylaws duly adopted and recorded as specified herein.

ARTICLE XIV

MISCELLANEOUS

A. RECORD OF OWNERSHIP: Any person who acquires title to a unit, except a person who acquires title to a unity merely as security for a debt, shall promptly inform the Regime Manager of the identity of such person and the date upon the manner in which title to the unit was acquired. The Regime Manager shall maintain a record in the names of all Owners and the dates upon which they acquired title to their unit.

B. NOTICES: Any notices or documents placed in the mail receptacle or affixed to the front door of the unit by or at the

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direction of the Regime Manager shall deemed delivered to the Owner of such unit, unless the Owner of such unit has previously specified to the Regime Manager in writing another address for delivery of such notice and documents. Any notice or document addressed to the Regime Manager and delivered to the Regime Manager by or at the direction of an Owner shall be deemed delivered to the Association.

C. WAIVER: No provision of these Bylaws or of the Regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breached which may have occurred.

D. CONFLICTS: In the event of any conflict between these Bylaws and the Act, the Master Deed shall control as appropriate. In the event of a conflict between these Bylaws and the Regulations promulgated pursuant hereto, these Bylaws shall control.

E. SEVERABILITY: The provisions of these Bylaws are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability effect of the remainder hereof.

F. CAPTIONS: The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any portion hereto.

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G. GENDER AND NUMBER: All pronouns used herein shall be deemed to include the masculine, feminine, neuter, singular and plural whenever the context requires or permits.

CERTIFICATION

I, the undersigned, do hereby certify that I am the acting Regime Manager of WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME and that the foregoing By-laws of said Regime are duly adopted at a meeting of the Council of Co-owners thereof, held on the 30th day of October, 1996.

Regime Manager

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BK U284PG176

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

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

1. Property located at Ashley River Road & Wallace School Road, Charleston, SC bearing Charleston County Tax Map Number 351-10-00-093, 351-10-00-066 & 351-10-00-039, was transferred by Larry J. Ferguson, Mabel Ferguson, Anthony B. O'Neill & Arthur C. McFarland to Westgate Office Park Horizontal Property Regime on Charleston 10-30-96.

The transaction was (Check one):

____ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $_____.*

____ not an arm's length real property transaction and the fair market value of the property is $_____.*

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et.seq. because the deed is: being transferred from individuals to a corporation (exempt number 10).

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transactions as: Attorney.

I further understand that a person required to furnish this affidavit who wilfully 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.

Purchaser, Legal Representative of the Purchaser, or
Other Responsible Person Connected with the Transaction

SWORN to before me this 30th day of October 1996

Notary Public for South Carolina
My Commission Expires: July 23, 2001

*The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

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McFARLAND & ASSOCIATES

BK U284 PG 177

FILED
U284-117
97 MAY 30 AM 11:22

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee	6650
State Fee	
County Fee	
Postage	
TOTAL	66.00

TMS VERIFIED
BAC LCB
DTD 6-3-97

Recorded this 30 day of May Year 97
On Property Record Card
Roger A. Mosley
Auditor Charleston County

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EXHIBIT "B"

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FIRST AMENDMENT TO MASTER DEED FOR WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME

WHEREAS, by its Master Deed dated October 30, 1996, and recorded May 30, 1997, in the RMC Office for Charleston County in Book U284, at Page 117 and re-recorded in Book R287, at Page 175 (the "Master Deed"), Perry K. Waring, Louis L. Waring, Jr., Larry J. Ferguson, Mabel G. Ferguson, Anthony B. O'Neill and Arthur C. McFarland created and established Westgate Office Park Horizontal Property Regime; and

WHEREAS, the aforesaid Master Deed provided that a parcel of land identified as a portion of Lot B with corners lettered A-B-C-D-A, as shown on a plat recorded in the RMC Office for Charleston County in Plat Book V, page 48, was to be included as regime property; and

WHEREAS, the aforesaid parcel, reconfigured and currently designated as Lot B-2 as shown on a plat recorded in the Charleston County RMC Office in Plat Book EB, page 810 was never to have been a part of the Westgate Office Park Horizontal Property Regime but was to be an out parcel adjacent to the Westgate Office Park Horizontal Property Regime; and

WHEREAS, the owners of the condominium units within Westgate Office Park Horizontal Property Regime desire to correct the aforesaid error and set out the rights of the out parcel to use of the certain common elements of the Westgate Office Park Horizontal Property Regime;

NOW THEREFORE, the undersigned, being all of the condominium unit owners of the Westgate Office Park Horizontal Property Regime hereby amends the Master Deed as follows:

1. The Master Deed is amended to exclude from the Westgate Office Park Horizontal Property Regime the out parcel designated as Lot B-2 and more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

2. The owners of the out parcel more fully described in Paragraph 1 hereinabove, together with their heirs, successors and assigns shall have the non-exclusive right to utilize all parking areas as shown on Exhibit "B" of the Master Deed, together with all utility easements, drainage easements, walkways, ingress/egress easements, buffer easements, and any other easements as more fully shown thereon.

3. The owners of the out parcel more fully described in Paragraph 1 hereinabove, together with their heirs, successors and assigns, shall have the right to utilize one-fourth (1/4) of the Westgate Office Park Horizontal Property Regime sign located on S.C. Highway 61.

4. The owners of the out parcel shall contribute their appropriate share of the expenses for the upkeep and maintenance for their use of the common areas and sign more fully set forth in Paragraphs 2 & 3 hereinabove.

R. p. 071

5. The owners of any condominium unit in the Westgate Office Park Horizontal Property Regime, their heirs, successors and assigns shall have the non-exclusive right to utilize all parking areas, utility easements, drainage easements, walkways, ingress/egress easements, buffer easements and any other easements located on Lot B-2 as more fully shown on Exhibit B of the Master Deed.

6. All other terms and provisions of the Master Deed not modified herein shall remain in full force and effect.

WITNESS our hands and seals this 3rd day of June, in the year of our Lord two thousand five and in the two hundred and twenty-ninth year of the sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

UNIT 1, SUITE 100

Perry K. Waring

UNIT A, SUITE 300

Sarbabi Masindet

UNIT 2, SUITE 200

Arthur C. McFarland

Anthony B. O'Neill

UNIT B, SUITE 400

Larry J. Ferguson

Mabel G. Ferguson

ELECTRONICALLY FILED - 2019 Nov 18 4:39 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 072

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **ARTHUR C. MCFARLAND and ANTHONY B. O'NEILL** sign, seal, and as their act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Notary Public for South Carolina
My Commission Expires: 8/28/2011

Witness

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R. p. 073

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **PERRY K. WARING** sign, seal, and as his act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005.

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

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R. p. 074

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **LARRY J. FERGUSON and MABEL G. FERGUSON** sign, seal, and as their act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-08

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R. p. 075

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **SARBABI MASINDET** sign, seal, and as his act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

ELECTRONICALLY FILED - 2019 Nov 18 4:39 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

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Recording Fee amend 1m/p 12.00
State Fee —
County Fee —
Postage —
Total 12.00
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Bruce Berlinsky

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR
REP LDS
DATE 6/27/05
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PEGGY A. MOSELY

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

R. p. 077

ELECTRONICALLY FILED - 2020 Jan 17 2:09 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

STATE OF SOUTH CAROLINA)) COUNTY OF CHARLESTON)	IN THE COURT OF COMMON PLEAS IN THE NINTH JUDICIAL CIRCUIT CASE NO.: 2019-CP-10-6058
BAY LIGHT, LLC., Plaintiff, vs. WESTGATE OFFICE PARK LANDOWNERS MAINTENANCE ASSOCIATION, INC., Defendant.	**ANSWER**

The Defendant, Westgate Office Park Landowners Maintenance Association, Inc., in answer to Plaintiff's Complaint, would respectfully show unto this Honorable Court as follows:

1. Each and every allegation of the Complaint not hereinafter specifically admitted, qualified or explained is denied and strict and absolute proof demanded thereof.

2. Defendant admits the allegations contained in Paragraphs 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 16, 17, 21, 22, 23, 24, 31, and 33.

3. Defendant admits the allegations contained in Paragraph 15 that allege that Defendant does not own and has never owned Lot B-2 as part of the Regime; however, Defendant denies the remaining portion of Paragraph 15 and demand strict and absolute proof thereof.

4. Defendant denies the allegations contained in Paragraphs 26, 27, 28, 36, 37, 38, 39, 40, 42, and 43 and demand strict and absolute proof thereof.

WHEREFORE, Defendant prays that this Honorable Court inquire into this matter and issue its order as follows:

1. Dismiss Plaintiff's action;

2. Award Defendant attorney's fees and costs incurred in this matter; and

3. Grant such other and further relief as this Court deems fair and proper.

s/Arthur C. McFarland
Arthur C. McFarland
Bar # 3812
Attorney for Defendant
1847 Ashley River Road, Suite 200
Charleston, South Carolina 29407
843.763-3900
843.763-5347 (fax)
Email: cecilesq@aol.com

Charleston, South Carolina

January 17, 2020

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ELECTRONICALLY FILED - 2020 Feb 21 1:36 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2019-CP-10-6058
BAY LIGHT, LLC,	)	
Plaintiff,	)	
v.	)	**PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT**
WESTGATE OFFICE PARK LANDOWNERS MAINTENANCE ASSOCIATION, INC.,	)	
Defendant.	)	

PLEASE TAKE NOTICE that Plaintiff Bay Light, LLC, by and through undersigned counsel, will move before the Presiding Judge for the Court of Common Pleas in the Ninth Judicial Circuit in Charleston County, South Carolina as soon as the parties may be heard pursuant to Rule 56 of the South Carolina Rules of Civil Procedure for summary judgment as to the status of an easement Defendant Westgate Office Park Landowners Maintenance Association, Inc. claims on Plaintiff's property. Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Harris v. Anderson Cty. Sheriff's Office, 381 S.C. 357, 673 S.E.2d 423 (2009). The grounds for this Motion are as follows:

1. An easement may be established by express grant or by express reservation in a deed or other instrument. Sandy Island Corp. v. Ragsdale, 246 S.C. 414, 143 S.E.2d 803 (1965). A reservation of an easement in deed by which lands are conveyed is equivalent for purpose of creation of easement to express grant of easement by grantee of lands. Id. In this case, there is no deed or instrument conveying land that shows an easement exists on Plaintiff's

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property ("Lot B-2") for use by Defendant.

2. In its Answer, Defendant admits that the Master Deed did not convey Lot B-2 to Defendant as part of the Regime; that the Master Deed did not convey to condominium owners in the Regime any rights of ingress/egress or easements on Lot B-2; and that Defendant does not own and has never owned Lot B-2. Defendant denies Plaintiff's allegation that Defendant does not have any rights to use Lot B-2 for parking or ingress/egress access. However, the facts show an easement has never been established that would create any of these rights in Lot B-2.
3. The Master Deed through which Defendant received title to three lots and that created the Westgate Horizontal Property Regime on October 30, 1996 does not grant any easements on Lot B-2 and does not contain a plat displaying any easements. Please see attached Exhibit A.
4. Defendant rerecorded the Master Deed on July 29, 1997. The rerecorded deed is not a conveyance of land to Defendant. However, it includes a plat indicating that easements exist on Lot B-2. This plat was not in the original Master Deed that conveyed title to Defendant. Please see attached Exhibit B.
5. The First Amendment to the Master Deed filed on June 3, 2005 explicitly states the Master Deed is amended "to exclude from the Westgate Office Park Horizontal Property Regime the out parcel designated as Lot B-2...". However, in another paragraph of the Amendment, Defendant attempts to reserve rights for condominium owners in the Regime to use Lot B-2 for various easements, parking and ingress/egress access. Please see attached Exhibit C.

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6. The attempt to reserve rights in Lot B-2 as expressed in the First Amendment to the Master Deed is not a conveyance but an invalid attempt by Defendant to create rights in property it has never owned.
7. There is no issue of material fact that Defendant has never owned Lot B-2 and that the Master Deed did not convey any easements on Lot B-2 to Defendant. Further, no instrument exists that properly conveys or reserves an easement to Defendant in Lot B-2.
8. Plaintiff is entitled to judgment on the claims alleged in the Complaint as a matter of law.

This Motion is further supported by all pleadings, any affidavits filed and served in accordance with Rule 6(d), including the attached Exhibits (Master Deed, Recorded Master Deed, First Amendment to Master Deed). In addition, this motion is based upon the South Carolina Rules of Civil Procedure, the applicable law, a memorandum of law that may be submitted at or before a hearing on this motion, and any other matters the Court may permit to be presented at the hearing on this motion.

s/John A. Massalon
John A. Massalon (SC Bar #10279)
WILLS MASSALON & ALLEN LLC
Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144
jmassalon@wmalawfirm.net

ATTORNEYS FOR PLAINTIFF

CHARLESTON, SC

February 21, 2020

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EXHIBIT “A”

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MASTER DEED

for

WESTGATE OFFICE PARK

HORIZONTAL PROPERTY REGIME

Charleston, South Carolina

****

Perry K. Waring, Louis Waring, Jr., Larry J. Ferguson, Mabel W. Ferguson, Anthony B. O'Neill, and Arthur C. McFarland hereinafter referred to as the "Grantors", as the sole owners in fee simple of the land and improvements hereinafter described, do hereby make declare, and publish their intention and desire to submit, the structures hereinbelow described, together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to a Horizontal Property Regime (hereinafter termed "Regime"), to be known as "Westgate Office Park Horizontal Property Regime", in the manner provided for by the Horizontal Property Act, title 27, Chapter 31 of The 1976 Code of Laws of South Carolina as amended (hereinafter termed the Act).

R. p. 084

Grantors set forth the following particulars:

A. Legal Description. The lands which are hereby submitted to the Horizontal Property Regime are located on Ashley River Road and Wallace School Road in the City of Charleston, County of Charleston, State of South Carolina, and described as follows:

SEE EXHIBIT A

B. Improvements. The Grantors have completed or caused to be completed on the above described parcel or land certain improvements, more particularly shown and delineated on the land survey and plat plan (Exhibit "B"). Said Exhibit "B" being incorporated herein by reference. Said improvements consist of four office units in two separate buildings. Together with this Master Deed, said Exhibit "B", constitutes a graphic description of all office units, including their identification numbers, locations, areas and dimensions, and all Common Elements (general and limited), their relative locations and approximate dimensions.

C. Office Units. The Grantors in order to implement Condominium Ownership for the above described premises, covenant and agree to and hereby do, subdivide the above

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described property horizontally into the following Freehold Estates:

1. Four separate parcels of property, being the four Office Units, together with the shares in the General and Limited Common Elements appurtenant to each Office Unit, hereinbefore and hereinafter more particularly described, and as shown graphically in Exhibit "B", referred to hereinabove. Said Exhibit delineates the dimensions of each Office Unit, the location and dimensions of the perimeter walls, and the location dimensions and area of each Office Unit with reference to established geographical points. Each of the said four Office Units consists of:

(a) the volumes or cubicles of space enclosed by the finished interior surfaces of perimeter walls and the finished surfaces of interior walls, ceilings and floors of the Office Unit, and by any doors, windows and such other structural elements that are ordinarily regarded as enclosures of space; and

(b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting however load bearing and other common facilities, and

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(c) interior stairs within the perimeter walls of any Office Unit which has both an upper and lower level, and

(d) the decorated interior surfaces of perimeter walls and the decorated surfaces of interior walls (including load bearing walls, floors and ceilings, consisting of, as the case may be, wallpaper, paint, sheetrock, carpeting, tiles and any and all other finishing materials affixed or installed as a part of the physical structure of the Office Unit, and

(e) all fixtures, appliances, mechanical systems and equipment installed in said Office Unit which are intended for the sole and exclusive use of the Office Unit. No pipes, wires, conduits, other public utility lines or installations constituting a part of the overall systems designated for the service of any other Office Unit, nor any of the structural members or portions of the building, nor any other property of any kind, including fixtures and appliances within the Office Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to a part of any individual Office Unit. The word "Office Unit" when used throughout this instrument shall be deemed to refer to each

of the aforesaid Office Units as herein described, and shall have the same meaning as set forth in the act.

2. A description of the Common Elements of the Regime (including both the General Common elements and the Limited Common Elements) as defined herein and in the Act is as follows:

(a) The parcel of land described above, and shown in Exhibit "B" attached hereto; and

(b) Those portions of the Building not otherwise herein defined as being embraced within the four individual Office Units including but not limited to balconies, the foundations, roofs, floors, ceilings, perimeter walls and partitions, walls enclosing common pipe chases and other common facilities, slabs, entrance and exit or communication ways, pipes, wires, conduits, chimneys, air ducts and public utility lines, including the space actually occupied by the above, all as are more particularly shown in Exhibit "B" attached hereto, and

(c) All improvements to the premises constructed or to be constructed such as utilities, walkways, plants, trees, shrubbery, lawns, located on the said parcel of land; and

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(d) Parking areas as shown in Exhibit "B", attached hereto.

(e) All other elements of the Office Park, not included within the Office Units, constructed or to be constructed on the aforesaid parcel of land rationally of common use or necessary to their existence, upkeep and safety and in general, all other devices, or installations existing for common use, and

(f) All other property of the Regime, whether land, building improvements, personal property, or otherwise, except such as is included in the four Office Units as more particularly described in the subparagraph (1) hereinabove; and

(g) All assets of Westgate Office Park Landowners Maintenance Association, Inc. (a nonprofit corporation organized for the purpose of carrying out the powers, duties, and obligations of the "Council of Co-Owners" as defined in the Act); and

(h) Easements through Office Units for conduits, ducts, plumbing, and other facilities for the furnishing of utility services to Office Units and the General Common Elements; provided, however, such easements through an Office Unit

shall be only according to the plans and specifications for the Building, or as the Building is constructed, unless approved in writing by the Office Unit owner; and

(i) An easement of support in every portion of an Office Unit which contributes to the support of the Building; and

(j) Easements through the Office Units and General Common Elements for maintenance, repair and replacement of the Office Units and General Common Elements; and

(k) Installation for the furnishing of utility services to more than one Office Unit or to the General Common Elements or to an Office Unit other than the one containing the installation, which installation shall include conduits, ducts, plumbing, wiring and other facilities for the rendering of such services.

D. Common Elements. The ownership of each Office Unit shall include an undivided share in and to the Common Elements as defined and as set forth in Section Q (6). It is the intention of the Grantors hereby to provide that the Common Elements in the Regime shall be owned by the Co-Owners of the Office Units as tenants in common, the undivided share of each Co-Owner being as stated above. The

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Association shall have the power to determine the use to be made of the Common elements from time to time, provided that such use shall not discriminate against any Co-owner. The Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the Act or other provisions of this Master Deed or any exhibits hereto.

E. Limited Common Elements. Portions of the Common Elements are hereby set aside and reserved for the restricted use of certain Office Units to the exclusion of the other Office Units, and such portions shall be known and referred to herein as Limited Common Elements. The Limited Common Elements restricted to the use of certain Office Units are those portions of any walls which are deemed to be Common Elements and which are within the individual Office Units, and all windows and doors serving each Office Unit.

F. Undivided Share in Regime. The basic value of each Office Unit and the total basic value of all the Property of the Regime for the sole and exclusive purpose of determining the property rights and obligations of the Co-Owners is set forth in exhibit "C" attached hereto. The percentage (share) in the Common Elements set forth in Exhibit "C"

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shall also be the percentage appertaining to the several Office Units (and their Co-owners) in the Common Expenses and rights in the Common Surplus, and said percentage shall constitute the proportionate representation appertaining to each Office Unit for voting purposes in the Council Co-Owners (see paragraph "H" herein).

G. Office Units and Undivided Shares Inseparable. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of the Co-Ownership; any transfer, conveyance or encumbrance of an individual Office Unit shall be deemed to also transfer, convey or encumber the undivided interest of the Co-Owner in the Common Elements appertaining to the Office Unit without specifically or particularly referring to same. The Grantors, their heirs, successors and assigns and their grantees, their heirs successors and assigns, further covenant and agree that any conveyance, transfer or alienation of any Office Unit shall conclusively be deemed to include all of the interest of the Co-Owner in Westgate Office Park Landowners Maintenance Association, Inc. (the Council of Co-Owners), and any encumbrance upon any Office Unit shall also be conclusively deemed to attach

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to all of the interest of the Co-Owner of an Office Unit in the Regime. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred except as an appurtenance to his Office Unit.

H. Administration of Regime. The Regime shall be administered, supervised and managed by a Council of Co-Owners organized as a South Carolina nonprofit corporation known as Westgate Office Park Landowners Maintenance Association, Inc. (hereinafter called the "Association"), having its principal office in Charleston, South Carolina, which shall act by and on behalf of the Co-Owners of the Office Units in the Regime in accordance with this instrument, the By-Laws of the Association, annexed hereto as Exhibit "E", and in accordance with the Act, as amended. The Charter and By-Laws, attached as Exhibits "D" and "E", form an integral part of the plan of ownership herein described, shall govern the conduct and affairs of the Co-Owners of the Regime (who are members of the Association) and shall be construed in conjunction with the provisions of the Master Deed.

1. Pursuant to the Act, the Association is hereby designated as the form of administration of the Regime, and

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the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Regime, the same being more particularly set forth in the Charter and By Laws of the Association hereto attached as exhibits "D and "E". The Association shall also be empowered and is hereby empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated to it by the Co-Owners of Office Units in the Regime.

2. The Co-Owners of an Office Unit shall automatically, upon becoming the Co-Owners of an Office Unit, be a member of the Association, and shall remain a member of said Association until such time as his, her or its ownership ceases for any reason, at which time, his, her or its membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of the title to an Office Unit, neither membership in the Association nor any share in the assets of the Association shall be transferable, and any attempted transfer shall be null and void.

3. Reasonable regulations concerning the use of the property may be made and amended from time to time by the Association in the manner provided in its Charter. Copies of such regulations and amendments thereto shall be furnished by the Association to all Co-Owners of Office Units and residents of the regime upon request.

4. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Co-Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Co-Owners or Persons.

I. **Restrictive and Protective Covenants, Agreements and Easement Grants.** To further implement this plan of Condominium Ownership, to make feasible]e the ownership and sale of Office Unit units in the Regime, to preserve the character of the Office park, Grantors, their successors and assigns, by reason of this Master Deed, and all future Co-Owners of Office Units in the Regime by their acquisition of title thereto, covenant and agree as follows:

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No partial conveyance: Each Office Unit shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be leased, conveyed, devised, inherited, transferred or encumbered along with its allocated percentage in the Common Elements, in the same manner as any other parcel of real property, independently of all other Office Units, subject only to the provisions of this Master Deed, the Charter and By-Laws of the Association, and the Act.

2. Nuisances prohibited. No nuisances shall be allowed upon the Property of the Regime.. All parts of such Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No Co-Owner shall permit any use of his Office Unit or make any use of the Common Elements which will increase the rate of insurance upon the Property.

3. Encroachment easement. In the event that any portion of the Common Elements now or hereafter encroaches upon any Office Unit, or vice versa, or in the event that any portion of one Office Unit now or hereafter encroaches upon another Office Unit, valid easement for the

encroachment and for the maintenance of the same, so long as it stands, does and shall exist.

4. Actual location controls. In interpreting any and all provisions of this instrument, the Exhibits attached hereto, and subsequent deeds and mortgages to individual Office Units, the actual location of the Office Unit 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 as indicated on Exhibits attached hereto. To the extent that such minor variations in location do or shall exist, a valid easement therefor, and for the maintenance thereof, does and shall exist

5. Utility Easement. A valid easement does and shall continue to exist in favor of the Association throughout the Common Elements for the purpose of installation, maintenance, repair, and replacement of elevators, cable T.V. systems, 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, and as set forth in paragraph C2, hereinabove.

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6. Use of Common Elements. Each Co-Owner, tenant, or occupant of an Office Unit may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Co-Owners, tenants or occupants.

7. Right of Access. The Association shall have the irrevocable right, to be exercised by its duly authorized officer or agent, to have access to each Office Unit 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 therein necessary to prevent damage to the Common Elements or to another Office Unit.

J. Amendment of Master Deed. Neither this Master Deed nor any of its provisions shall be revoked or amended without the acquiescence of all Co-Owners and all of the record holders of encumbrances affecting any Office Unit, except as follows:

1. As provided in Paragraph E, hereinabove; or

2. The system of administration as set forth in the Charter and By-Laws may be amended and modified from time to

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time in accordance with the provisions of the Act and any other applicable provisions, of the Code of Laws of South Carolina, the Charter and By-Laws of the Association; or

3. The Grantors may make any corrective changes herein which will not adversely affect the interest of any Co-Owner or any mortgagee if such changes are necessary to correct typographical, grammatical or similar errors, or to accommodate requirements of a title insurance company or lending institution.

Except as above provided, the procedure for effecting such an amendment or revocation of the Master Deed shall be that provided for the amendment of the By-Laws except that the approval of all the Co-Owners of the Regime shall be required; and in addition thereto, the consent of each lienholder of record on any Unit in the Regime, as of the date of the adoption of any such Amendment or revocation. Any such amendment or revocation shall be executed and subscribed with the same formalities required in South Carolina for the making of Deeds, and recorded in the public records of the County of Charleston.

K. Assessments. The Co-Owner of each Office Unit is bound to contribute and shall be assessed by the Association

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pro rata according to the percentage of his share in the Common Elements toward the expenses of administration and of maintenance, insurance and repair of the said Common Elements in such amounts as shall from time to time be fixed and assessed by the Association and to any other expenses that may be lawfully agreed upon, all as is more set forth in the By-Laws attached hereto and incorporated by reference herein. No Co-Owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements of the Association or by abandonment of the Office Unit owned by him any sums which have been assessed against an Office Unit but are not paid in accordance with the provisions of the By-Laws shall constitute a lien on said Office Unit prior to all other liens except only tax liens on the Office Unit in favor of any taxing authority any mortgages or other liens, duly recorded, which may encumber the Office Unit.

L. Alterations and Modifications.

1. No alteration, modification or improvement shall be made to any Office Unit or to the building nor shall any addition be made thereto, nor shall any portion thereof be

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removed which might affect the structural soundness of the Building or jeopardize the safety of any Co-Owner.

2. Nothing shall be done by the Association or any Co-Owner to impair any easement, or to change the external appearance of the Building without first obtaining the approval in writing of the Board of Directors of the Association and Co-Owners of at least seventy-five (75%) per cent of the Common Elements of the entire Regime.

3. The Association shall] have the right to make or cause to be made such alterations, modifications and improvements to the Common Elements, provided such alterations, modifications or improvements are first approved in writing by the Board of Directors of the Association and also by the Co-Owners of Sixty (60%) per cent or more of the Common Elements of the entire Regime; and the cost of such alterations, modifications or improvements shall be assessed as Common Expenses and collected from the Co-Owners of all Office Units according to their percentage of ownership of Common Elements of the entire Regime.

4. No alteration, modification or improvement as provided for in paragraphs 2 and 3 above shall interfere

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with any material right of any Co-Owner unless his prior written consent is obtained

M. Relief. Each Co-Owner, tenant and occupant of an Office Unit shall be governed by and shall comply with the terms of this Master Deed and all exhibits thereto, any regulations adopted thereunder and said documents as they may be amended from time to time. Failure to comply therewith shall entitle the Association or other Co-Owners to the following relief:

1. Such relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief, or both, which actions may be maintained by the Association, or in a proper case by an aggrieved Co-Owner.

2. A Co-Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of the Co-Owner or by that of any member of the Co-Owner's family or the Co-Owner's guests, employees, agents or lessees, but only to the extent that such expense is not met my the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use,

misuse, occupancy or abandonment of any Apartment or its appurtenances, or of the Common Elements.

3. In any proceeding arising because of an alleged default by a Co-Owner under any provisions of this Master Deed and all exhibits hereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

4. The failure of the Association or any person to enforce any covenant, restriction or other provision contained in the Act, this Master Deed and exhibits attached hereto, the regulations adopted pursuant hereto and said documents as they may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

N. Conditions of Title. The present title to the property hereby subdivided by the Grantors and the title to each Office Unit which shall be hereafter conveyed or acquired in any manner, is hereby expressly declared and made subject to the terms and provisions of this instrument and its exhibits. The acquisition of title to an Office Unit shall be conclusively deemed to mean that the acquirer approves, adopts and ratifies the provisions of this instrument, the By-Laws and Rules and Regulations of The

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Westgate Office Park Association, Inc., and will comply therewith. The covenants, agreements, and restrictions set forth therein shall be appurtenant to each Office Unit, shall run with the land and shall be binding upon the Grantors, its successors and assigns and upon all persons whomsoever (including corporate and/or business entities) claiming by, through or under the Grantors ; their heirs, executors, administrators, successors and assigns.

O. **Severability**. It is the intention of the Grantors that the provisions of this instrument and its exhibits are severable so that if any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable federal state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof is, at the time of the recording of this instrument, void, unenforceable as being contrary to any applicable federal, state or local law, the Grantors, its successors and assigns, and all Persons claiming by, through, or under the Grantors, covenants and agrees that any future amendments or supplements to the said By-Laws having the effect of removing said invalidity or unenforceability, shall be

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deemed to apply retroactively to this instrument thereby operating to validate the provisions of this instrument and the exhibits thereto. which otherwise might be invalid; and it is further covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

P. Captions. Captions of Titles in this document are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this document or the intent of any provision herein

Q. Definitions. The terms used in this Master Deed and in the Exhibits thereto shall have the meanings stated in the Act and as follows, unless the context otherwise requires:

1. Office Unit means a part of the property intended for independent commercial use including one or more rooms or enclosed spaces located on one or more floors (or part there of) in a Building, and with a direct exit to a public street or highway, or to a common area leading to such street or highway.

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2. Assessment means a Co-Owner's pro rata share of the Common Expenses which from time to time is assessed against a Co-Owner by the Association.

3. Association means the Council of the Co-Owners as defined by the Act and also means the Westgate Office park Association, Inc. the corporate form by which the Council of Co-Owners shall operate the Condominium.

4. Building means the structure containing one or more units.

5. Common Elements means the General and Limited the Common Elements, as defined herein and in the Act. includes:

6. General Common Elements means and includes:.

(a) The land in fee simple on which the Buildings stands;

(b) The foundations, main walls, roofs, halls, foyers, entrance and exit or communication ways;

(c) The yards and gardens;

(d) All assigned and unassigned parking spaces;

(e) The compartments or installations of central services such as power, light, gas, cold and hot water, and the like;

(f) All other elements of the property rationally of common use or necessary to its existence or upkeep and safety.

7. Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain number of Office Units to the exclusion of the other Office Units.

8. Common Expenses means the expenses for which the Office Unit Co-Owners are liable to the Association and include:

(a) Expenses of administration; expenses of maintenance, insurance, operation, repair or replacement of the Common Elements, and of the portions of Apartments which are the responsibility of the Association;

(b) Expenses declared common expenses by provisions of this Master Deed;

(c) Any valid charge against the Regime as a Whole.

9. Common Surplus means the excess of all receipts of the Association including but not limited to assessments, over the amount of Common Expenses.

10. Co-Owner means a person, firm, corporation, partnership; association, trust or other legal entity, or

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any combination thereof, who owns an Office Unit within the Buildings.

11. Condominium Ownership means the individual ownership of a particular Office Unit in the Building and the common right to a share, with other Co-Owners, in the general and limited Common Elements of the Property

12. Institutional Mortgage, sometimes referred to as first mortgage" herein means a first mortgage originally executed and delivered to or held through assignment or Assignments by a bank or a savings and loan association, or an insurance company, or a title insurance company, or a pension trust, estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing, or a designee of any of the foregoing, or the Grantors or any of its subsidiaries.

13. Master Deed means the deed establishing and recording the Property of the Horizontal Property Regime and all exhibits thereto.

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14. Person means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

15. Property means and includes the land, the building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

16. Utility Services means and refers to, electric power, gas, hot and cold water, heating, air conditioning, garbage and sewage disposal.

R. Singular, Plural, Gender. Whenever the context so permits the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed this 30th day of October, 1996.

Perry K. Waring

Louis L. Waring, Jr.

Larry D. Ferguson

Mabel Ferguson

Anthony B. O'Neill

Arthur C. McFarland

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STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that he saw the within-named Grantors sign, seal and as their act and deed deliver the within Master Deed for the uses and purposes therein mentioned and that he with the other witness above-named witnessed the execution thereof.

Tillie Starling

Sworn to before me this 30 day of October, 1996.

Notary Public for South Carolina
My Commission Expires: July 23, 2001

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EXHIBIT "A"

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-3B on a plat entitled "Plat Showing The Subdivision of LOT B-3 located in St. Andrews Parish" made by Forsberg Engineers and dated September 13, 1991, and recorded on October 9, 1991 in the R.M.C. Office for Charleston County in Plat Book CE, Page 156. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

The Seller reserves 30 foot easements for driveways (15 feet on each side) of the boundary line separating Lot B-3A from Lot B-3B, and also a 24 foot easement for another driveway (12 feet on each side) on the westernmost boundary line of Lot B-3B which separates said lot from Lot B-1 as shown on the aforementioned plat.

BEING the same property conveyed to Perry K. Waring, Anthony B. O'Neill and Arthur C. McFarland by Louis L. Waring by deed dated June 22, 1995 and recorded in the R.M.C. Office for Charleston County in Book S256-785.

TMS No.: 351-10-00-093

AND

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-1 on a plat entitled "Plat Showing The Property Line Adjustment of Lot B-1 & B-2 Located in City of Charleston, charleston County, SC" made by Forsberg Engineers and dated December 12, 1994, and recorded in the R.M.C. Office for Charleston County in Plat Book EA, Page 662. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

Subject to a 10 foot utility easement on the eastern boundary line and a 12 foot easement for driveways separating Lot B-1 from Lot B-3A and Lot B-3B as shown on the aforementioned plat.

Being the identical property conveyed to Larry J. Ferguson, Mabel Ferguson, Perry K. Waring and Louis L. Waring, Jr. by deed of Margaret Waring Capers dated May 2, 1995 and recorded in the RMC Office for Charleston County on July 24, 1995 in Book U257 at page 004.

TMS No.: 351-10-00-066

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EXHIBIT "A" (CONTINUES)

All that certain piece, parcel and lot of land and the improvements thereon, that situate, lying and being in St. Andrews School District No. 10, County of Charleston, State aforesaid and containing the following buttings and boundaries.

BEING at an iron stake lettered "A" situated three hundred twenty (320') feet on the Northern side of Wallace School Road Southwest of the Northwest corner of the intersection of Ashley River Road and Wallace School Road, thence running S 48 degrees - 5" W. for a distance of eighty-eight (88') feet to an iron stake lettered "B" thence running N. 38 degrees 30"W for a distance of one hundred ninety-six and six-tenths (196.6) feet to an iron stake lettered "C"; thence running N. 550 degrees-30"E. for a distance of eighty-eight and fifteen hundredths (88.15') feet to an iron stake lettered "D"; and these running S 38 degrees-30"E for a distance of one hundred ninety-three (193.8') to an iron stake lettered "A" which is the point of the beginning.

Being bounded on the Northwest by lands of Charles Waring; on the Northeast by lands of Louis L. Waring, Sr. remaining; on the Southeast by Wallace School Road; and on the Southwest by lands of John Waring. Said measurements, courses, distances, and boundaries will more fully appear when reference is had to a plat of J. O'Hear Sanders, Surveyor, dated July 16, 1966 and "Showing portion of Lot "B" of the Rebecca Waring Estate, with corners lettered A, B, C, D and A about to be conveyed to Louis L. Waring, Jr.," said plat recorded in the RMC Office for Charleston County on October 12, 1966 in Plat Book V at page 48.

TMS No.: 351-10-00-039

Being the same conveyed to Louis L. Waring, Jr by deed of Louis L. Waring, Sr. by deed dated August 28, 1966 and recorded in the RMC Office for Charleston County in Book PØ86-11.

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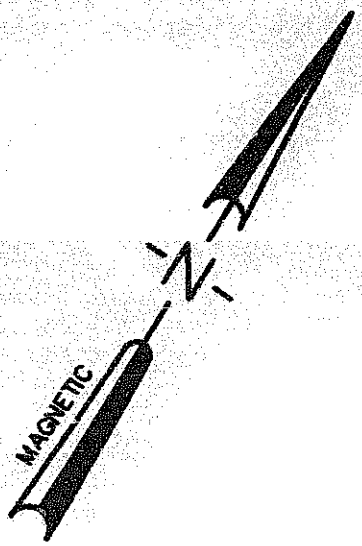

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FILED FOR RECORD IN MECKLENBURG COUNTY, NC
FEB 21 2001 08:38 AM
CAROLYN C. PEARSON
REGISTER OF DEEDS
BY: [illegible]
DEPUTY
BOOK 12284 PAGE 0147 - 0158
FEE $ 0.00

EXHIBIT "C"

BASIC VALUE OF OFFICE UNITS

SUITE NUMBER	BASIC VALUE	PERCENTAGE
Suite 100	$ 335,000.00	27%
Suite 200	335,000.00	27%
Suite 300	162,500.00	13%
Suite 400	415,000.00	33%

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EXHIBIT D

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STATE OF SOUTH CAROLINA
SECRETARY OF STATE
JIM MILES
NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

1. The name of the nonprofit corporation is Westgate Office Park Landowners Maintenance Association, Inc.

2. The initial registered office of the nonprofit corporation is 1847 Ashley River Road, Suite 200
Street & Number,
Charleston, Charleston, South Carolina 29407
City, County, State, Zip Code

The name of the registered agent of the nonprofit corporation at that office is Arthur C. McFarland

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

a. [ ] The nonprofit corporation is a public benefit corporation.

b. [ ] The nonprofit corporation is a religious corporation.

c. [X] The nonprofit corporation is a mutual benefit corporation.

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

a. [X] This corporation will have members.

b. [ ] This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is 1847 Ashley River Road, Suite
Street & Address,
200, Charleston, Charleston, S.C. 29407
City, County, State, Zip Code

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

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

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

_____

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

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

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

_____

_____

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

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9. The name and address (with zip code) of each incorporator is as follows (only one is required):

Name	Address (with zip code)
Arthur C. McFarland	12 Magazine Street Charleston, SC 29401

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

_____ Signature of director
(only if named in articles)

_____ Signature of director
(only if named in articles)

_____ Signature of director
(only if named in articles)

11. Each incorporator must sign the articles.

Arthur C. McFarland
Signature of incorporator

_____
Signature of incorporator

_____
Signature of incorporator

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of $25.00 payable to the Secretary of State.

Form Approved by South Carolina
Secretary of State Jim Miles
June 1994

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EXHIBIT "E"

WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME

THESE BYLAWS OF WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME are promulgated pursuant to the Horizontal Property Act of South Carolina (the "Act") for the purpose of governing Co-owners Counsel (The "Association") and the administration of WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME, (The "Property), which has been submitted to a Horizontal Property Regime. The terms used herein are defined in the Master Deed by which the Property is so constituted, and these Bylaws incorporate and are subject to the Provisions of said Master Deed.

ARTICLE I

OWNERS

A. MEMBERSHIP: Every Owner shall be a member of the Association. A person who holds title to a unit merely as security for payment of a debt shall not be entitled to exercise the rights of an Owner unless such person holds a proxy conferring such rights.

B. VOTE: Each Owner shall be entitled to cast one vote for each one tenth (0.1%) of a percent of such Owner's interest in the Common Elements. Votes can be cast only at a meeting of the Council convened in accordance with the Bylaws, and in the absence of the valid proxy, an individual shall act in his own behalf, a corporation shall act by an officer, partnership shall act by any general partner, an association shall act by any associate, a trust shall act by any trustee, and any other legal entity shall act by any managing agent. The failure of an absent Owner to execute and

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return the proxy form sent to him in the mail referred to in Paragraph P of this Article shall constitute a proxy to and for the majority present and voting. When an Owner consists of two or more persons any one shall be deemed authorized to act for all or two or more persons, and any one shall be deemed authorized to act for all unless another objects, in which case the vote which such Owner would otherwise be entitled to cast may not be cast. All votes appurtenant to a single unit must be cast together and may not be split.

C. MAJORITY: "Majority of Owners" mean the Owners of fifty-one 51%) percent or more of the basic value of the property as a whole. Each Owner is entitled to cast votes in accordance with their percentage interests in the Regime Common Elements.

D. QUORUM: The presence of Owners in person or by proxy owning fifty-one (51%) percent of the basic value of the Property shall constitute a quorum for the transaction of business at meetings of the Council; provided, however, that any absent Owner who does not execute and return the proxy form sent to him in the mail referred to in Paragraph P of this Article shall be deemed to be present for the purpose of determining the presence of a quorum; and, said absent Owner's vote will be cast with the majority of those present and voting.

E. CONSENT: Any action which may be taken by a vote of the

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Owners may also be taken by written consent of such Owners.

F. ORGANIZATIONAL MEETING: The organizational meeting of the Association shall be held at such time as Declarant deems appropriate but not later than December 31, 1996. The following matters, and such other business as the Manager may deem appropriate, shall be taken up at the initial meeting;

1. Adoption of the fiscal year;

2. Approval of the budget for the fiscal year;

3. Determination of the Annual Assessment and the date upon which it is due and payable;

4. Determination of the date of the first and subsequent annual meetings; and

5. The election of the initial Regime Manager in accordance with Article II of these Bylaws.

G. ANNUAL MEETINGS: An annual meeting of the Owners shall be held on the second Tuesday of the first month of each fiscal year of the Association, beginning with the first fiscal year following the fiscal year in which the organizations meeting is held, or at such other time during each year as may be determined by a vote of the majority of the Owners. Any business which is appropriate for action of the Owners may be transacted at an annual meeting or at any special meeting.

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H. SPECIAL MEETINGS: Special meetings of the Owners may be called at any time by the Regime Manager or by written request of a majority of Owners. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Owners waive notice of any additional business.

I. NOTICE OF MEETINGS: Written notice of every annual or special meeting of the Owners stating the time and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Owner not fewer than ten (10) days nor more than thirty (30) days in advance of the meeting. Failure to give proper notice of a meeting of the Owners shall not invalidate any action taken at such meeting unless an Owner who was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Owner objects shall be void.

J. WAIVER OF NOTICE: Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may in writing waive notice of any meeting of the Owner, whether in person or by proxy, shall be deemed waiver by such Owner of notice of time, date and place thereof unless such Owner specifically objects to lake of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless

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objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

K. PLACE OF MEETING: All meeting of the Owners shall be held upon the property or at such other place within the County in which the Property is situated and convenient to the Owners as the Regime Manager may direct.

L. ADJOURNMENT: Any meeting of the Owners may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the Owners holding a majority of the votes represented at such meeting regardless of whether a quorum is present. Any business which could property be transacted at an adjourned session and no additional notice of adjourned sessions shall be required.

M. ORDER OF BUSINESS: The order of business at all meetings of the Owners shall be as follows:

1. Roll call;
2. Proof or proper notice of the meeting or waiver of notice;
3. Reading of minutes of the preceding meeting;
4. Report of the Regime Manager;
5. Report of Committees;
6. Election of Regime Manager (when required);
7. Unfinished business;
8. New business.

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N. MINUTES OF MEETING: The Regime Manager shall prepare, or cause to be prepared, and keep accurate minutes of every meeting of the Owners. Such minutes shall be made available for examination and copying by any Owner at any reasonable time.

O. WHO MAY ACT FOR AN OWNER: In the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by an officer thereof, a partnership shall act by any general partner thereof, a trust shall act by and trustee thereof, and any other legal entity shall act by and managing agent thereof. When an Owner consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Owner unless another of such persons objects, in which case such persons shall act individually in proportion to their respective interest in the units.

P. PROXIES: Any Owner may by written proxy designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Council. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Regime Manager. If at least thirty (30) days prior to a duly called meeting an Owner is informed by mail of (1) the time and place of the meeting; (2) the agenda of

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the meeting, and (3) such date as is then available relative to issues on which there will be vote and a proxy form is included in such mailing and the Owner neither attends the meeting nor returns his executed proxy then such Owner shall be deemed to have given his proxy to and for the majority present and voting.

ARTICLE II

REGIME MANAGER

A. FORM OF ADMINISTRATION: The administration of the Association and the property shall be vested in a Regime Manager elected from the Owners.

B. AUTHORIZATION AND DUTIES: The authorities and duties of the Regime Manager shall include the following:

1. To provide for the surveillance and security of the Property;
2. To provide for the maintenance, repair and replacement of the Common Elements;
3. To employ and discharge the persons necessary for the operation, maintenance, repair and replace of the Common Elements;
4. To collect from the Owners their respective share of the Common Elements;
5. To insure the property as hereinafter provided;

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6. To enact reasonable regulations governing the operation and use of the Common Elements;

7. To enforce the terms of the Act, Master Deed, and these Bylaws and the regulations promulgated pursuant thereto as hereinafter provided; and

8. To administer the Association and the Property on behalf of and for the benefit of all owners.

C. QUALIFICATION: Only an individual who is an Owner, or who together with another person or persons is an Owner, or who is an officer of an association, a trustee of a trust, or a managing agent or any other legal entity which is an Owner, or which together with another person or persons is an Owner, may be elected or continue to serve as a Regime Manager.

D. ELECTION AND TERM: That initial Regime Manager shall be elected at the organizational meeting of the Association. A plurality of the votes cast shall be sufficient to elect the Regime Manager in any election. A Regime Manager may be elected to succeed himself, and a Regime Manager shall be deemed to continue in office until his successor has been elected and has assumed office.

E. REMOVAL: A Regime Manager may be removed from office with or without cause by the affirmative vote of Owners of two-thirds (2/3) of the total interest in the Common Elements. The unexpired

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portion of the term of any Regime Manager so removed shall be filled by a new Regime Manager elected by the affirmative note of a Majority of the Owners.

F. VACANCY: Vacancy in the Regime Manager caused by reason other than the removal shall be filled by a new Regime Manager elected by the affirmative vote of a majority of the Co-owners.

G. COMPENSATION: Unless otherwise provided by a vote of two-thirds (2/3rd) of the Co-Owners the Regime Manager shall serve without compensation but shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

ARTICLE III

FINANCES

A. FISCAL YEAR: The fiscal year of the Association shall be the calendar year unless the Owners shall otherwise determine.

B. BUDGET: The Regime Manager shall prepare and submit to the Owners at each annual meeting of the Owners a proposed budget for the Association for the upcoming fiscal year. The proposed budget for the Association shall be set forth with particularity and anticipated Common Expense for the fiscal year and the amount of money needed to establish reasonable reserve for the payment of future or unforeseen Common Expenses.

C. APPROVAL OF BUDGET: The proposed budget, as it may be amended upon by motion of any Owner, shall be submitted to a vote of the

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Owners and when approved by the affirmative vote of a majority of the Owners shall become the budget for the Association for the fiscal year (The "Budget"). The terms of the Budget shall be binding upon the Regime Manager until such terms are amended by action of the Owners.

D. REGULAR ASSESSMENTS: The funds required by the Budget shall be collected from the Owners by the Regime Manager in equal monthly or quarterly assessments as the Regime Manager may determine.

E. INDIVIDUAL ASSESSMENTS: Any payments to the Association which one or more but less than all of the Owners shall be obligated to make pursuant to the terms of the Act, Master Deed for these Bylaws shall be due upon demand and shall be collected by the Regime Manager.

F. COLLECTION: Owners shall be personally liable for all assessments and shall pay the same promptly when due. The Regime Manager shall take prompt and appropriate action to collect by suit, foreclosure or other lawful method any overdue assessment. If any overdue assessment is collected by an attorney or by an action at law, the Owner owning same shall be required to pay all reasonable costs of collection including attorney's fees.

H. PENALTY: An assessment not paid within (10) days following the date when due shall bear a penalty of Five ($5.00) Dollars plus

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two (2%) percent of the assessment per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment. For purposes of this paragraph only, an unpaid assessment shall not be deemed over due until the Regime Manager has delivered to such Owner a written notice of the amount due and date due in which case no further demand shall be necessary. The Regime Manager may in its discretion waive all or any portion of a penalty imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Owner.

I. ACCOUNTS: The Regime Manager shall maintain on behalf of the Association a checking account with a state or federally chartered bank having an office in the count where the Property is situated. All funds of the Association shall be promptly deposited in one of said accounts, except that the Regime Manager may maintain a petty cash fund of not more than Fifty ($50.00)Dollars for payment of minor current expenses of the Associations. The books and records relating to any account of the Association shall be made available for examination and copying by any Owner at any reasonable time.

J. PAYMENTS: The Regime Manager shall provide for payment of all debts of the Association from the funds collected from the Owners. Expenditures specifically approved in the Budget may be paid without further approval unless the Regime Manger shall be

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otherwise determined. All other expenditures which are in excess of Five Hundred and No/100 ($500.00) Dollars shall be reviewed and approved by two-thirds (2/3rd) of the Co-owners before payment is made. All checks and requirements for withdrawals drawn upon any account of the account of the Association shall be signed by the Regime Manager.

K. ACCOUNTING AND AUDITS: All books and records of the Association shall be kept in accordance with good and accepted accounting practice and an outside audit shall be made at least once a year.

ARTICLE IV

MAINTENANCE AND IMPROVEMENTS

A. MAINTENANCE BY THE REGIME MANAGER: The Regime Manager shall provide for the maintenance, repair and replacement of the Common Elements including the Limited Common Elements and shall employ and dismiss the personnel required for such maintenance, repair and replacement.

B. MAINTENANCE BY OWNERS: Each Owner shall maintain his unit, except the exterior portions thereof which are maintained by the Regime Manager in a good condition and repair.

C. DEFAULT BY OWNER: In the event that any Owner fails to perform the maintenance required by such Owner by these Bylaws or by any lawful regulation enacted pursuant hereto and such failure

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creates or permits a condition which is hazardous to life, health or property or which reasonably interferes with the rights of another Owner or which substantially detracts from the value or appearance of the Property, the Regime Manager shall, after giving such Owner reasonable notice of an opportunity to perform such maintenance, cause such maintenance to be performed and charge all reasonable expenses of so doing to such Owner by an individual assessment.

D. EXPENSES: Except as hereinafter provided, the expenses of maintenance, repair and replacement provided by the Regime Manager shall be Common Elements. The expenses of maintenance, repair or replacement which are necessitated by (I) the failure of an Owner to perform the maintenance required by the Bylaws, or by any lawful regulation enacted pursuant hereto, (ii) the willful act, neglect or abuse of an Owner, or (iii) in uninsured loss which is to be borne by an Owner in accordance with Article VII of these Bylaws shall be charge to such Owner by an individual assessment.

E. IMPROVEMENTS: The Regime Manager shall provide for the making of such improvements to the Common Elements as may be approved from time to time by the Owners. The cost of such improvements shall be Common Expenses; provided however, that no Owner shall without his consent be assessed in any one year for making of improvements to the Common Elements an amount in excess of one (1%) percent of the

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value of his unit as set forth in the Master Deed.

ARTICLE V

REPAIR AND RESTORATION

A. DECISION OF OWNERS: In the event of substantial damage to or destruction of any portion of the Property, the damage or destruction shall promptly be appraised by the Regime Manager. If more than two-thirds (2 /3) of the Property has been destroyed, the Regime Manager shall promptly call a special meeting of the Owners to determine in the manner provided in the Master Deed whether the Property shall be reconstructed. In the event that the Owner determines not to reconstruct the Property, the Secretary shall execute a certificate to that effect and cause the same to be recorded in the same manner as the Bylaws.

B. RECONSTRUCTION: Unless the Owners affirmatively determine in the manner provided in the Master Deed not to reconstruct the Property following damage or destruction thereof the Regime Manager shall promptly provide for such reconstruction. If the cost of such reconstruction exceeds Ten Thousand and No/100 ($10,000.00) Dollars, the Regime Manager shall employ an architect licensed to practice in the jurisdiction of jurisdictions in which the Property is situate to supervise the reconstruction. It shall be the duty of such architect to inspect the progress of the reconstruction at regular intervals and submit written authorization to the insurance

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trustee hereinafter defined for the payment of work performed. When an architect is not required by the terms hereof the Regime Manager may perform such inspections and submit such authorization.

C. COSTS: The Regime Manager shall employ for the purpose of reconstructing the Property, the proceeds of any insurance obtained on the Property by the Regime Manager as trustee for the Owners. If such insurance proceeds do not cover the cost of reconstruction the deficiency shall be borne by the Association as a Common Expense up to an amount equal to the sum of (I) the amount deducted pursuant to the "Loss Deductible" clause of the insurance policy plus (ii) fees and expenses of the Insurance Trustee hereinafter identified. Any deficiency in excess of such amount shall be borne by the Owners in proportion to their respective interests in the portion of the property reconstructed.

ARTICLE VI

CONDEMNATION

A. RIGHTS OF OWNERS: If any portion of the Property is condemned by any authority having the power of eminent domain, each Owner shall be entitled to receive notice of such condemnation and to participate in the proceedings incident thereto unless otherwise prohibited by law. Each Owner shall be entitled to an individual award to be determined by the value of his interest in the portion or portions of the Property condemned.

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B. DUTIES OF THE ASSOCIATION: In the event that any award is received by the Association on account of condemnation of any portion or portions of the Common Elements, the Regime Manager shall promptly pay such award to the Insurance Trustee hereinafter identified as trustee for the Owners to be disbursed in the same manner if it were insurance proceeds. The Regime Manager shall promptly call a special meeting of the Owners to determine whether any condemned portion of the Common Elements shall be replaced. If the Owners determine to replace any condemned portion for the Common Elements the Regime Manager shall provide for the replacement of such portions in the same manner as if such portions have been destroyed by casualty.

ARTICLE VII

INSURANCE

A. INSURED: Insurance policies upon the Property, covering the items described below, shall be purchased by the Council or its Manager for the benefit of the Regime, the Council and the Owners of the units and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of all Owners. Such policies and endorsements shall be deposited with and held by the Association.

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B. COVERAGE: Insurance shall cover the following when available:

(a) the replacement value of all units and Common Elements. Such coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended endorsement and against such other risks as are customarily covered with respect to buildings and improvements of any unit shall be provided by the Council, unless included in the policy without additional charges;

(b) public liability in such amounts and with such coverage as shall be determined by the Regime Manager, including, but not limited to, hired automobile and non-owned automobile coverage;

(c) workmen's compensation (if required);

(d) such other insurance as the Regime Manager from time to time determine to be desirable.

C. PREMIUMS AND DEDUCTIBLES: Premiums upon insurance policies and that portion of any covered loss not compensated for because of the deductible clause of the policy shall be paid by the Council as a Common Expense and shall be paid by the Owners in proportion to their respective interest in the Common Elements.

D. PROCEEDS: The proceeds received by the Council from any indemnity paid under the hazard insurance policy shall be held by the Regime Manager. After deduction of all reasonable expenses of the Regime Manger in administrating such proceeds, the net proceeds shall be distributed as follows:

(a) if the Property is not reconstructed as provided in Article IV of the Master Deed, then each owner shall receive a share of the proceeds proportionate to his interest in the common Elements as set forth in the Master Deed; or

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(b) if reconstruction takes place, then such proceeds shall be used to meet reconstruction costs as provided in Article IV of the Master Deed and Article X of the Bylaws, and any proceeds remaining after all the costs of reconstructing the Property have been paid shall be distributed to the Council for the benefit of all Owners.

E. INSURANCE BY OWNERS: Each Owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable: (1) hazard insurance on his unit and its contents for his own benefit, and (2) liability insurance covering accidents occurring within his unit. Any Owner who obtains hazard insurance for his own benefit shall within thirty (30) days of obtaining the same deliver to the Regime Manager a copy of the Policy of insurance.

ARTICLE VIII

RESTRICTIONS AND REGULATIONS

A. RESTRICTIONS: The use of the Property shall be subject to the following restrictions:

1. Units shall be used only as offices.

2. No Owner shall maintain or permit any nuisance within his unit or unreasonably interfere with the use and enjoyment of the Property by any other person entitled to the same by creating anywhere on the Property or permitting within his unit the creation of excessive noise, smoke or offensive odors. No person shall maintain on the Property and no Owner shall permit within his unit

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any condition which is unreasonably hazardous to the life, health or property of any other person.

3. No person shall make any additions to or perform any work upon the Common Elements or otherwise alter the Common Elements without the express authorization of the Regime Manager. No Owner shall later permit the alteration of the external appearance of any portion of his unit without express approval of the Regime Manager.

B. REGULATION: The Regime Manager shall adopt and amend from time to time such reasonable regulations (The "Regulations") governing the operation and use of the Property as he may deem necessary and desirable. It shall not be necessary to record Regulations newly adopted or the amendment or repeal of existing Regulations, but no Owner shall be bound by any newly adopted Regulations or any amendment or repeal of an existing Regulation until a copy of the same has been delivered to such Owner.

C. ENFORCEMENT: The Regime Manager shall enforce the terms of the Act, Master Deed and these Bylaws and the Regulations promulgated pursuant hereto and shall take prompt and appropriate action to correct any violations of the same. In addition to any other remedy to which the Association or Owner may be entitled, the Regime Manager may impose against an Owner reasonable fines not to exceed a total of Ten ($10.00) Dollars per day for any violation of the terms of the Act, Master Deed or these Bylaws or the

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Regulations promulgated pursuant hereto. Such fines shall be collected by individual assessment. Each day during which a violation occurs or continues shall be deemed a separate offense.

D. RESPONSIBILITY OF OWNERS: Each Owner shall be deemed responsible for the conduct of members of his staff and his tenants, agents, guests, and pets, but the responsibility of the Owner shall not receive any member of his staff or any of his tenants, agents or guests for any liability to the Association or to an Owner for their own acts.

ARTICLE IX

LIABILITIES AND INDEMNIFICATION

A. LIABILITY OF OWNERS: No Owner shall be liable upon a debt or tort of the Association for any amount in excess of such portion of the total liability as the portion of the Common Expenses which such Owner is required to pay bears to the total of the Common Elements.

B. INDEMNIFICATION AMONG OWNERS: Each Owner shall be entitled to contribution from and indemnification by every other Owner to the extent that such Owner discharge or is required to discharge any portion of any liability of the Association in excess of such Owner's proportionate share thereof, except that no Owner shall be required to provide contribution or indemnification on account of

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a debt which was liquidated in amount due and payable prior to the time such Owner became an Owner.

C. LIABILITY OF REGIME MANAGERS AND OFFICERS: The Regime Manager shall not be liable to any Owner for any decision, action or omission made or performed by such Regime Manger in the course of his duties unless such Regime Manager acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Act, Master Deed or these Bylaws.

D. INDEMNIFICATION OF REGIME MANAGER: The Association shall indemnify and defend each Regime Manager from any liability claimed or imposed against him by reason of his position or actions as a Regime Manager if all of the following conditions are satisfied:

1. Such liability does not arise from the willful misconduct of the Regime Manager;

2. The Regime Manager or officer is not required to bear such liability by the terms of the Act, Master Deed or these Bylaws;

3. The Regime Manager gives the Association adequate notice of the claim or imposition of the liability to permit the Association reasonable opportunity to defend against the same; and

4. The Regime Manager cooperates with the Association in defending against the liability.

The expense of indemnifying a Regime Manager shall be Common Expense and shall be borne by all the Owners, including such Regime Managers or Officers, in proportion to their respective interests

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in the Common Elements. The Regime Manager may obtain insurance indemnifying the Regime Manager for any liability claimed or impose against him by reason of his position as Regime manager and the cost of such insurance shall be a Common Expense.

ARTICLE X

SEAL AND SIGNATURES

A. SEAL: The Association shall have a seal inscribed in the name of the Association and such other information as the Regime Manager may determine. The Regime Manager of the Association shall have custody of the seal and affix and attest the same upon such documents as the Regime Manager shall deem appropriate.

B. ATTESTATION OF DOCUMENTS: The presence of the Association seal, attested to by the Regime Manager on any contracts, conveyance or any other document executed on behalf of the Association shall attest:

1. That the Association Seal affixed to the document is in fact the seal of the Association.

2. That the Regime Manager of the Association executing the document does in fact occupy the official position indicated; that one in such position is duly authorized to execute such document on behalf of the Association; and that the signature of such Regime Manager subscribed to the document is genuine;

3. That the execution of the document on behalf of the Association has been duly authorized.

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C. CERTIFICATION OF DOCUMENTS: When the seal of the Association is affixed to any document relating to the Property or the Association and is attested by the Regime Manager, a third party without knowledge or reason to know to the contrary may rely on such documents as being what it purports to be.

D. CERTIFICATION OF ACTIONS AND FACTS: When a written statement setting forth (I) actions taken by the Owner or by the Regime Manager or (ii) facts relating to the property or the Association are determined by the Regime Manager is executed by the Regime Manager of the Association and bears the seal of the Association, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

E. ABSENCE OF SEAL: The absence of the seal of the Association from any contract, conveyance or other document executed on behalf of the Association shall not impair the validity of such contract, conveyance or document or of any action taken pursuant thereto or in reliance thereon, but the person relying on the same shall bear the burden of establishing that the execution of the same was duly authorized and accomplished on behalf of the Association.

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ARTICLE XI

AMENDMENTS

A. **PROCEDURE:** These Bylaws may be amended from time to time by resolution adopted by the affirmative vote of the Owners of two-thirds (2/3) of the total interest in the Common Elements. No amendment shall be effective unless and until recorded as an amendment to the Master Deed in accordance with the Action.

B. **EFFECT:** All Owners, tenants of Owners, employees of Owners and tenants, and any other persons that may in any way or manner use the Property or any part thereof shall be bound to abide by any amendment to these Bylaws duly adopted and recorded as specified herein.

ARTICLE XIV

MISCELLANEOUS

A. **RECORD OF OWNERSHIP:** Any person who acquires title to a unit, except a person who acquires title to a unity merely as security for a debt, shall promptly inform the Regime Manager of the identity of such person and the date upon the manner in which title to the unit was acquired. The Regime Manager shall maintain a record in the names of all Owners and the dates upon which they acquired title to their unit.

B. **NOTICES:** Any notices or documents placed in the mail receptacle or affixed to the front door of the unit by or at the

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direction of the Regime Manager shall deemed delivered to the Owner of such unit, unless the Owner of such unit has previously specified to the Regime Manager in writing another address for delivery of such notice and documents. Any notice or document addressed to the Regime Manager and delivered to the Regime Manager by or at the direction of an Owner shall be deemed delivered to the Association.

C. WAIVER: No provision of these Bylaws or of the Regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breached which may have occurred.

D. CONFLICTS: In the event of any conflict between these Bylaws and the Act, the Master Deed shall control as appropriate. In the event of a conflict between these Bylaws and the Regulations promulgated pursuant hereto, these Bylaws shall control.

E. SEVERABILITY: The provisions of these Bylaws are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability effect of the remainder hereof.

F. CAPTIONS: The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any portion hereto.

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G. GENDER AND NUMBER: All pronouns used herein shall be deemed to include the masculine, feminine, neuter, singular and plural whenever the context requires or permits.

CERTIFICATION

I, the undersigned, do hereby certify that I am the acting Regime Manager of WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME and that the foregoing By-laws of said Regime are duly adopted at a meeting of the Council of Co-owners thereof, held on the 30th day of October, 1996.

Regime Manager

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BK U284PG176

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

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

1. Property located at Ashley River Road & Wallace School Road, Charleston, SC bearing Charleston County Tax Map Number 351-10-00-033, 351-10-00-066 & 351-10-00-039, was transferred by Larry J. Ferguson, Mabel Ferguson, Perry K. Waring, Louis Waring, Jr., Anthony B. O'Neill & Arthur C. McFarland to Westgate Office Park Horizontal Property Regime on Charleston 10-30-96.

The transaction was (Check one):

____ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $_____.*

____ not an arm's length real property transaction and the fair market value of the property is $_____.*

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et.seq. because the deed is: being transferred from individuals to a corporation (exempt number 10).

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transactions as: Attorney.

I further understand that a person required to furnish this affidavit who wilfully 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.

Purchaser, Legal Representative of the Purchaser, or
Other Responsible Person Connected with the Transaction

SWORN to before me this 30th day of October 1996

Notary Public for South Carolina
My Commission Expires: July 23, 2001

*The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

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McFARLAND & ASSOCIATES

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee	66.00
State Fee	
County Fee	
Postage	
TOTAL	66.00

TMS VERIFIED
BAC LCS
DTD 6-3-97

Recorded this 30 day of May Year 97
On Property Record Card

Roger A. Mosley
Auditor Charleston County

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EXHIBIT "B"

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Re-Recorded

BK R 287PG175 BK U284PG117

WHERE[illegible] hereby re-recorded
to add Lot B on Goes [illegible] plans for the
four u[illegible] n K. Miehe, registered
archit[illegible] tently omitted. See Exh. F &G.

Waiving -3/15/198[illegible]
Recorded 3/19/19[illegible]
- Perry and Faith sale to [illegible]
Charleston County

Charleston [illegible]

Perry K. Waring, Louis Waring, Jr., Larry J. Ferguson, Mabel Ferguson, Anthony B. O'Neill, and Arthur C. McFarland hereinafter referred to as the "Grantors", as the sole owners in fee simple of the land and improvements hereinafter described, do hereby make declare, and publish their intention and desire to submit, the structures hereinbelow described, together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to a Horizontal Property Regime (hereinafter termed "Regime"), to be known as "Westgate Office Park Horizontal Property Regime", in the manner provided for by the Horizontal Property Act, title 27, Chapter 31 of The 1976 Code of Laws of South Carolina as amended (hereinafter termed the Act).

351-10-0-95 thru 98

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Grantors set forth the following particulars:

A. Legal Description. The lands which are hereby submitted to the Horizontal Property Regime are located on Ashley River Road and Wallace School Road in the City of Charleston, County of Charleston, State of South Carolina, and described as follows:

SEE EXHIBIT A

B. Improvements. The Grantors have completed or caused to be completed on the above described parcel or land certain improvements, more particularly shown and delineated on the land survey and plat plan (Exhibit "B"). Said Exhibit "B" being incorporated herein by reference. Said improvements consist of four office units in two separate buildings. Together with this Master Deed, said Exhibit "B", constitutes a graphic description of all office units, including their identification numbers, locations, areas and dimensions, and all Common Elements (general and limited), their relative locations and approximate dimensions.

C. Office Units. The Grantors in order to implement Condominium Ownership for the above described premises, covenant and agree to and hereby do, subdivide the above

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described property horizontally into the following Freehold Estates:

1. Four separate parcels of property, being the four Office Units, together with the shares in the General and Limited Common Elements appurtenant to each Office Unit, hereinbefore and hereinafter more particularly described, and as shown graphically in Exhibit "B", referred to hereinabove. Said Exhibit delineates the dimensions of each Office Unit, the location and dimensions of the perimeter walls, and the location dimensions and area of each Office Unit with reference to established geographical points. Each of the said four Office Units consists of:

(a) the volumes or cubicles of space enclosed by the finished interior surfaces of perimeter walls and the finished surfaces of interior walls, ceilings and floors of the Office Unit, and by any doors, windows and such other structural elements that are ordinarily regarded as enclosures of space; and

(b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting however load bearing and other common facilities, and

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(c) interior stairs within the perimeter walls of any Office Unit which has both an upper and lower level, and

(d) the decorated interior surfaces of perimeter walls and the decorated surfaces of interior walls (including load bearing walls, floors and ceilings, consisting of, as the case may be, wallpaper, paint, sheetrock, carpeting, tiles and any and all other finishing materials affixed or installed as a part of the physical structure of the Office Unit, and

(e) all fixtures, appliances, mechanical systems and equipment installed in said Office Unit which are intended for the sole and exclusive use of the Office Unit. No pipes, wires, conduits, other public utility lines or installations constituting a part of the overall systems designated for the service of any other Office Unit, nor any of the structural members or portions of the building, nor any other property of any kind, including fixtures and appliances within the Office Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to a part of any individual Office Unit. The word "Office Unit" when used throughout this instrument shall be deemed to refer to each

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of the aforesaid Office Units as herein described, and shall have the same meaning as set forth in the act.

2. A description of the Common Elements of the Regime (including both the General Common elements and the Limited Common Elements) as defined herein and in the Act is as follows:

(a) The parcel of land described above, and shown in Exhibit "B" attached hereto; and

(b) Those portions of the Building not otherwise herein defined as being embraced within the four individual Office Units including but not limited to balconies, the foundations, roofs, floors, ceilings, perimeter walls and partitions, walls enclosing common pipe chases and other common facilities, slabs, entrance and exit or communication ways, pipes, wires, conduits, chimneys, air ducts and public utility lines, including the space actually occupied by the above, all as are more particularly shown in Exhibit "B" attached hereto, and

(c) All improvements to the premises constructed or to be constructed such as utilities, walkways, plants, trees, shrubbery, lawns, located on the said parcel of land; and

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(d) Parking areas as shown in Exhibit "B", attached hereto.

(e) All other elements of the Office Park, not included within the Office Units, constructed or to be constructed on the aforesaid parcel of land rationally of common use or necessary to their existence, upkeep and safety and in general, all other devices, or installations existing for common use, and

(f) All other property of the Regime, whether land, building improvements, personal property, or otherwise, except such as is included in the four Office Units as more particularly described in the subparagraph (1) hereinabove; and

(g) All assets of Westgate Office Park Landowners Maintenance Association, Inc. (a nonprofit corporation organized for the purpose of carrying out the powers, duties, and obligations of the "Council of Co-Owners" as defined in the Act); and

(h) Easements through Office Units for conduits, ducts, plumbing, and other facilities for the furnishing of utility services to Office Units and the General Common Elements; provided, however, such easements through an Office Unit

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shall be only according to the plans and specifications for the Building, or as the Building is constructed, unless approved in writing by the Office Unit owner; and

(i) An easement of support in every portion of an Office Unit which contributes to the support of the Building; and

(j) Easements through the Office Units and General Common Elements for maintenance, repair and replacement of the Office Units and General Common Elements; and

(k) Installation for the furnishing of utility services to more than one Office Unit or to the General Common Elements or to an Office Unit other than the one containing the installation, which installation shall include conduits, ducts, plumbing, wiring and other facilities for the rendering of such services.

D. Common Elements. The ownership of each Office Unit shall include an undivided share in and to the Common Elements as defined and as set forth in Section Q (6). It is the intention of the Grantors hereby to provide that the Common Elements in the Regime shall be owned by the Co-Owners of the Office Units as tenants in common, the undivided share of each Co-Owner being as stated above. The

Association shall have the power to determine the use to be made of the Common elements from time to time, provided that such use shall not discriminate against any Co-owner. The Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the Act or other provisions of this Master Deed or any exhibits hereto.

E. Limited Common Elements. Portions of the Common Elements are hereby set aside and reserved for the restricted use of certain Office Units to the exclusion of the other Office Units, and such portions shall be known and referred to herein as Limited Common Elements. The Limited Common Elements restricted to the use of certain Office Units are those portions of any walls which are deemed to be Common Elements and which are within the individual Office Units, and all windows and doors serving each Office Unit.

F. Undivided Share in Regime. The basic value of each Office Unit and the total basic value of all the Property of the Regime for the sole and exclusive purpose of determining the property rights and obligations of the Co-Owners is set forth in exhibit "C" attached hereto. The percentage (share) in the Common Elements set forth in Exhibit "C"

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shall also be the percentage appertaining to the several Office Units (and their Co-owners) in the Common Expenses and rights in the Common Surplus, and said percentage shall constitute the proportionate representation appertaining to each Office Unit for voting purposes in the Council Co-Owners (see paragraph "H" herein).

G. Office Units and Undivided Shares Inseparable. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of the Co-Ownership; any transfer, conveyance or encumbrance of an individual Office Unit shall be deemed to also transfer, convey or encumber the undivided interest of the Co-Owner in the Common Elements appertaining to the Office Unit without specifically or particularly referring to same. The Grantors, their heirs, successors and assigns and their grantees, their heirs successors and assigns, further covenant and agree that any conveyance, transfer or alienation of any Office Unit shall conclusively be deemed to include all of the interest of the Co-Owner in Westgate Office Park Landowners Maintenance Association, Inc. (the Council of Co-Owners), and any encumbrance upon any Office Unit shall also be conclusively deemed to attach

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BK R 287PG184

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to all of the interest of the Co-Owner of such Office Unit in the Regime. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred except as an appurtenance to his Office Unit.

H. Administration of Regime. The Regime shall be administered, supervised and managed by a Council of Co-Owners organized as a South Carolina nonprofit corporation known as Westgate Office Park Landowners Maintenance Association, Inc. (hereinafter called the "Association"), having its principal office in Charleston, South Carolina, which shall act by and on behalf of the Co-Owners of the Office Units in the Regime in accordance with this instrument, the By-Laws of the Association, annexed hereto as Exhibit "E", and in accordance with the Act, as amended. The Charter and By-Laws, attached as Exhibits "D" and "E", form an integral part of the plan of ownership herein described, shall govern the conduct and affairs of the Co-Owners of the Regime (who are members of the Association) and shall be construed in conjunction with the provisions of the Master Deed.

1. Pursuant to the Act, the Association is hereby designated as the form of administration of the Regime, and

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the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Regime, the same being more particularly set forth in the Charter and By Laws of the Association hereto attached as exhibits "D and "E". The Association shall also be empowered and is hereby empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated to it by the Co-Owners of Office Units in the Regime.

2. The Co-Owners of an Office Unit shall automatically, upon becoming the Co-Owners of an Office Unit, be a member of the Association, and shall remain a member of said Association until such time as his, her or its ownership ceases for any reason, at which time, his, her or its membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of the title to an Office Unit, neither membership in the Association nor any share in the assets of the Association shall be transferable, and any attempted transfer shall be null and void.

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3. Reasonable regulations concerning the use of the property may be made and amended from time to time by the Association in the manner provided in its Charter. Copies of such regulations and amendments thereto shall be furnished by the Association to all Co-Owners of Office Units and residents of the regime upon request.

4. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Co-Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Co-Owners or Persons.

I. Restrictive and Protective Covenants, Agreements and Easement Grants. To further implement this plan of Condominium Ownership, to make feasible]e the ownership and sale of Office Unit units in the Regime, to preserve the character of the Office park, Grantors, their successors and assigns, by reason of this Master Deed, and a11 future Co-Owners of Office Units in the Regime by their acquisition of title thereto, covenant and agree as follows:

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No partial conveyance: Each Office Unit shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be leased, conveyed, devised, inherited, transferred or encumbered along with its allocated percentage in the Common Elements, in the same manner as any other parcel of real property, independently of all other Office Units, subject only to the provisions of this Master Deed, the Charter and By-Laws of the Association, and the Act.

2. Nuisances prohibited. No nuisances shall be allowed upon the Property of the Regime.. All parts of such Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No Co-Owner shall permit any use of his Office Unit or make any use of the Common Elements which will increase the rate of insurance upon the Property.

3. Encroachment easement. In the event that any portion of the Common Elements now or hereafter encroaches upon any Office Unit, or vice versa, or in the event that any portion of one Office Unit now or hereafter encroaches upon another Office Unit, valid easement for the

encroachment and for the maintenance of the same, so long as it stands, does and shall exist.

4. Actual location controls. In interpreting any and all provisions of this instrument, the Exhibits attached hereto, and subsequent deeds and mortgages to individual Office Units, the actual location of the Office Unit 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 as indicated on Exhibits attached hereto. To the extent that such minor variations in location do or shall exist, a valid easement therefor, and for the maintenance thereof, does and shall exist

5. Utility Easement. A valid easement does and shall continue to exist in favor of the Association throughout the Common Elements for the purpose of installation, maintenance, repair, and replacement of elevators, cable T.V. systems, 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, and as set forth in paragraph C2, hereinabove.

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6. Use of Common Elements. Each Co-Owner, tenant, or occupant of an Office Unit may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Co-Owners, tenants or occupants.

7. Right of Access. The Association shall have the irrevocable right, to be exercised by its duly authorized officer or agent, to have access to each Office Unit 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 therein necessary to prevent damage to the Common Elements or to another Office Unit.

J. Amendment of Master Deed. Neither this Master Deed nor any of its provisions shall be revoked or amended without the acquiescence of all Co-Owners and all of the record holders of encumbrances affecting any Office Unit, except as follows:

1. As provided in Paragraph E, hereinabove; or

2. The system of administration as set forth in the Charter and By-Laws may be amended and modified from time to

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time in accordance with the provisions of the Act and any other applicable provisions, of the Code of Laws of South Carolina, the Charter and By-Laws of the Association; or

3. The Grantors may make any corrective changes herein which will not adversely affect the interest of any Co-Owner or any mortgagee if such changes are necessary to correct typographical, grammatical or similar errors, or to accommodate requirements of a title insurance company or lending institution.

Except as above provided, the procedure for effecting such an amendment or revocation of the Master Deed shall be that provided for the amendment of the By-Laws except that the approval of all the Co-Owners of the Regime shall be required; and in addition thereto, the consent of each lienholder of record on any Unit in the Regime, as of the date of the adoption of any such Amendment or revocation. Any such amendment or revocation shall be executed and subscribed with the same formalities required in South Carolina for the making of Deeds, and recorded in the public records of the County of Charleston.

K. Assessments. The Co-Owner of each Office Unit is bound to contribute and shall be assessed by the Association

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pro rata according to the percentage of his share in the Common Elements toward the expenses of administration and of maintenance, insurance and repair of the said Common Elements in such amounts as shall from time to time be fixed and assessed by the Association and to any other expenses that may be lawfully agreed upon, all as is more set forth in the By-Laws attached hereto and incorporated by reference herein. No Co-Owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements of the Association or by abandonment of the Office Unit owned by him any sums which have been assessed against an Office Unit but are not paid in accordance with the provisions of the By-Laws shall constitute a lien on said Office Unit prior to all other liens except only tax liens on the Office Unit in favor of any taxing authority any mortgages or other liens, duly recorded, which may encumber the Office Unit.

L. Alterations and Modifications.

1. No alteration, modification or improvement shall be made to any Office Unit or to the building nor shall any addition be made thereto, nor shall any portion thereof be

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removed which might affect the structural soundness of the Building or jeopardize the safety of any Co-Owner.

2. Nothing shall be done by the Association or any Co-Owner to impair any easement, or to change the external appearance of the Building without first obtaining the approval in writing of the Board of Directors of the Association and Co-Owners of at least seventy-five (75%) per cent of the Common Elements of the entire Regime.

3. The Association shall] have the right to make or cause to be made such alterations, modifications and improvements to the Common Elements, provided such alterations, modifications or improvements are first approved in writing by the Board of Directors of the Association and also by the Co-Owners of Sixty (60%) per cent or more of the Common Elements of the entire Regime; and the cost of such alterations, modifications or improvements shall be assessed as Common Expenses and collected from the Co-Owners of all Office Units according to their percentage of ownership of Common Elements of the entire Regime.

4. No alteration, modification or improvement as provided for in paragraphs 2 and 3 above shall interfere

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with any material right of any Co-Owner unless his prior written consent is obtained

M. Relief. Each Co-Owner, tenant and occupant of an Office Unit shall be governed by and shall comply with the terms of this Master Deed and all exhibits thereto, any regulations adopted thereunder and said documents as they may be amended from time to time. Failure to comply therewith shall entitle the Association or other Co-Owners to the following relief:

1. Such relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief, or both, which actions may be maintained by the Association, or in a proper case by an aggrieved Co-Owner.

2. A Co-Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of the Co-Owner or by that of any member of the Co-Owner's family or the Co-Owner's guests, employees, agents or lessees, but only to the extent that such expense is not met my the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use,

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misuse, occupancy or abandonment of any Apartment or its appurtenances, or of the Common Elements.

3. In any proceeding arising because of an alleged default by a Co-Owner under any provisions of this Master Deed and all exhibits hereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

4. The failure of the Association or any person to enforce any covenant, restriction or other provision contained in the Act, this Master Deed and exhibits attached hereto, the regulations adopted pursuant hereto and said documents as they may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

N. Conditions of Title. The present title to the property hereby subdivided by the Grantors and the title to each Office Unit which shall be hereafter conveyed or acquired in any manner, is hereby expressly declared and made subject to the terms and provisions of this instrument and its exhibits. The acquisition of title to an Office Unit shall be conclusively deemed to mean that the acquirer approves, adopts and ratifies the provisions of this instrument, the By-Laws and Rules and Regulations of The

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Westgate Office Park Association, Inc., and will comply therewith. The covenants, agreements, and restrictions set forth therein shall be appurtenant to each Office Unit, shall run with the land and shall be binding upon the Grantors, its successors and assigns and upon all persons whomsoever (including corporate and/or business entities) claiming by, through or under the Grantors ; their heirs, executors, administrators, successors and assigns.

O. **Severability**. It is the intention of the Grantors that the provisions of this instrument and its exhibits are severable so that if any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable federal state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof is, at the time of the recording of this instrument, void, unenforceable as being contrary to any applicable federal, state or local law, the Grantors, its successors and assigns, and all Persons claiming by, through, or under the Grantors, covenants and agrees that any future amendments or supplements to the said By-Laws having the effect of removing said invalidity or unenforceability, shall be

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deemed to apply retroactively to this instrument thereby operating to validate the provisions of this instrument and the exhibits thereto. which otherwise might be invalid; and it is further covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

P. Captions. Captions of Titles in this document are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this document or the intent of any provision herein

Q. Definitions. The terms used in this Master Deed and in the Exhibits thereto shall have the meanings stated in the Act and as follows, unless the context otherwise requires:

1. Office Unit means a part of the property intended for independent commercial use including one or more rooms or enclosed spaces located on one or more floors (or part there of) in a Building, and with a direct exit to a public street or highway, or to a common area leading to such street or highway.

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2. Assessment means a Co-Owner's pro rata share of the Common Expenses which from time to time is assessed against a Co-Owner by the Association.

3. Association means the Council of the Co-Owners as defined by the Act and also means the Westgate Office park Association, Inc. the corporate form by which the Council of Co-Owners shall operate the Condominium.

4. Building means the structure containing one or more units.

5. Common Elements means the General and Limited the Common Elements, as defined herein and in the Act. includes:

6. General Common Elements means and includes:.

(a) The land in fee simple on which the Buildings stands;

(b) The foundations, main walls, roofs, halls, foyers, entrance and exit or communication ways;

(c) The yards and gardens;

(d) A11 assigned and unassigned parking spaces;

(e) The compartments or installations of central services such as power, light, gas, cold and hot water, and the like;

(f) All other elements of the property rationally of common use or necessary to its existence or upkeep and safety.

7. Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain number of Office Units to the exclusion of the other Office Units.

8. Common Expenses means the expenses for which the Office Unit Co-Owners are liable to the Association and include:

(a) Expenses of administration; expenses of maintenance, insurance, operation, repair or replacement of the Common Elements, and of the portions of Apartments which are the responsibility of the Association;

(b) Expenses declared common expenses by provisions of this Master Deed;

(c) Any valid charge against the Regime as a Whole.

9. Common Surplus means the excess of all receipts of the Association including but not limited to assessments, over the amount of Common Expenses.

10. Co-Owner means a person, firm, corporation, partnership; association, trust or other legal entity, or

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any combination thereof, who owns an Office Unit within the Buildings.

11. Condominium Ownership means the individual ownership of a particular Office Unit in the Building and the common right to a share, with other Co-Owners, in the general and limited Common Elements of the Property

12. Institutional Mortgage, sometimes referred to as first mortgage" herein means a first mortgage originally executed and delivered to or held through assignment or Assignments by a bank or a savings and loan association, or an insurance company, or a title insurance company, or a pension trust, estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing, or a designee of any of the foregoing, or the Grantors or any of its subsidiaries.

13. Master Deed means the deed establishing and recording the Property of the Horizontal Property Regime and all exhibits thereto.

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BK R 287PG200

14. Person means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

15. Property means and includes the land, the building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

16. Utility Services means and refers to, electric power, gas, hot and cold water, heating, air conditioning, garbage and sewage disposal.

R. Singular, Plural, Gender. Whenever the context so permits the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed this 30th day of October, 1996.

Perry K. Waring

Louis L. Waring, Jr.

Larry D. Ferguson

Mabel Ferguson

Anthony B. O'Neill

Arthur C. McFarland

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BK R 287PG201

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STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that he saw the within-named Grantors sign, seal and as their act and deed deliver the within Master Deed for the uses and purposes therein mentioned and that he with the other witness above-named witnessed the execution thereof.

Sworn to before me this 30
day of October 1996.

Notary Public for South Carolina
My Commission Expires: July 23, 2001

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EXHIBIT "A"

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-3B on a plat entitled "Plat Showing The Subdivision of LOT B-3 located in St. Andrews Parish" made by Forsberg Engineers and dated September 13, 1991, and recorded on October 9, 1991 in the R.M.C. Office for Charleston County in Plat Book CE, Page 156. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

The Seller reserves 30 foot easements for driveways (15 feet on each side) of the boundary line separating Lot B-3A from Lot B-3B, and also a 24 foot easement for another driveway (12 feet on each side) on the westernmost boundary line of Lot B-3B which separates said lot from Lot B-1 as shown on the aforementioned plat.

BEING the same property conveyed to Perry K. Waring, Anthony B. O'Neill and Arthur C. McFarland by Louis L. Waring by deed dated June 22, 1995 and recorded in the R.M.C. Office for Charleston County in Book S256-785.

TMS No.: 351-10-00-093

AND

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-1 on a plat entitled "Plat Showing The Property Line Adjustment of Lot B-1 & B-2 Located in City of Charleston, charleston County, SC" made by Forsberg Engineers and dated December 12, 1994, and recorded in the R.M.C. Office for Charleston County in Plat Book EA, Page 662. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

Subject to a 10 foot utility easement on the eastern boundary line and a 12 foot easement for driveways separating Lot B-1 from Lot B-3A and Lot B-3B as shown on the aforementioned plat.

Being the identical property conveyed to Larry J. Ferguson, Mabel Ferguson, Perry K. Waring and Louis L. Waring, Jr. by deed of Margaret Waring Capers dated May 2, 1995 and recorded in the RMC Office for Charleston County on July 24, 1995 in Book U257 at page 004.

TMS No.: 351-10-00-066

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BK R 287 PG 203

BK U284 PG 145

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EXHIBIT "A" (CONTINUES)

All that certain piece, parcel and lot of land and the improvements thereon, that situate, lying and being in St. Andrews School District No. 10, County of Charleston, State aforesaid and containing the following buttings and boundaries.

BEING at an iron stake lettered "A" situated three hundred twenty (320') feet on the Northern side of Wallace School Road Southwest of the Northwest corner of the intersection of Ashley River Road and Wallace School Road, thence running S 48 degrees - 5" W. for a distance of eighty-eight (88') feet to an iron stake lettered "B" thence running N. 38 degrees 30"W for a distance of one hundred ninety-six and six-tenths (196.6) feet to an iron stake lettered "C"; thence running N. 550 degrees-30"E. for a distance of eighty-eight and fifteen hundredths (88.15') feet to an iron stake lettered "D"; and these running S 38 degrees-30"E for a distance of one hundred ninety-three (193.8') to an iron stake lettered "A" which is the point of the beginning.

Being bounded on the Northwest by lands of Charles Waring; on the Northeast by lands of Louis L. Waring, Sr. remaining; on the Southeast by Wallace School Road; and on the Southwest by lands of John Waring. Said measurements, courses, distances, and boundaries will more fully appear when reference is had to a plat of J. O'Hear Sanders, Surveyor, dated July 16, 1966 and "Showing portion of Lot "B" of the Rebecca Waring Estate, with corners lettered A, B, C, D and A about to be conveyed to Louis L. Waring, Jr.," said plat recorded in the RMC Office for Charleston County on October 12, 1966 in Plat Book V at page 48.

TMS No.: 351-10-00-039

Being the same conveyed to Louis L. Waring, Jr by deed of Louis L. Waring, Sr. by deed dated August 28, 1966 and recorded in the RMC Office for Charleston County in Book PØ86-11.

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BK R 287PG205

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EXHIBIT "C"

BASIC VALUE OF OFFICE UNITS

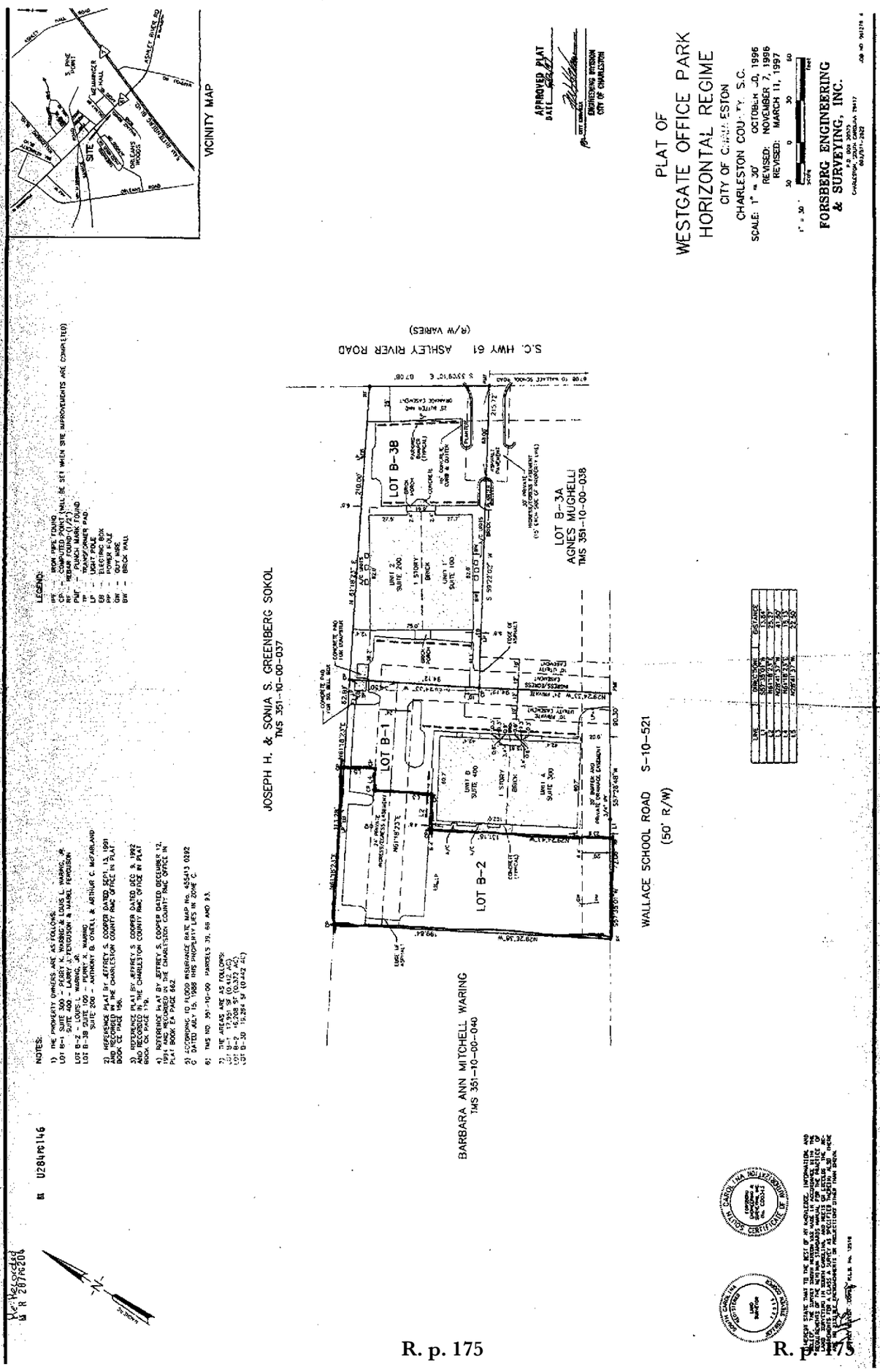

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EXHIBIT D

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
JIM MILES
NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

BK U284PG148
Re-Recorded
BK R 287PG206

1. The name of the nonprofit corporation is Westgate Office Park Landowners Maintenance Association, Inc.

2. The initial registered office of the nonprofit corporation is 1847 Ashley River Road, Suite 200
Street & Number,
Charleston, Charleston, South Carolina 29407
City, County, State, Zip Code

The name of the registered agent of the nonprofit corporation at that office is Arthur C. McFarland

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

a. [ ] The nonprofit corporation is a public benefit corporation.

b. [ ] The nonprofit corporation is a religious corporation.

c. [X] The nonprofit corporation is a mutual benefit corporation.

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

a. [X] This corporation will have members.

b. [ ] This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is 1847 Ashley River Road, Suite
Street & Address,
200, Charleston, Charleston, S.C. 29407
City, County, State, Zip Code

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

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

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

_____

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

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

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

_____

_____

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

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BK U284 PG 149
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BK R 287 PG 207

9. The name and address (with zip code) of each incorporator is as follows (only one is required):

Name	Address (with zip code)
Arthur C. McFarland	12 Magazine Street Charleston, SC 29401

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

_____ Signature of director
(only if named in articles)

_____ Signature of director
(only if named in articles)

_____ Signature of director
(only if named in articles)

11. Each incorporator must sign the articles.

Arthur C. McFarland
Signature of incorporator

_____
Signature of incorporator

_____
Signature of incorporator

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of $25.00 payable to the Secretary of State.

Form Approved by South Carolina
Secretary of State Jim Miles
June 1994

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EXHIBIT "E"

WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME

THESE BYLAWS OF WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME are promulgated pursuant to the Horizontal Property Act of South Carolina (the "Act") for the purpose of governing Co-owners Counsel (The "Association") and the administration of WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME, (The "Property), which has been submitted to a Horizontal Property Regime. The terms used herein are defined in the Master Deed by which the Property is so constituted, and these Bylaws incorporate and are subject to the Provisions of said Master Deed.

ARTICLE I

OWNERS

A. **MEMBERSHIP:** Every Owner shall be a member of the Association. A person who holds title to a unit merely as security for payment of a debt shall not be entitled to exercise the rights of an Owner unless such person holds a proxy conferring such rights.

B. VOTE: Each Owner shall be entitled to cast one vote for each one tenth (0.1%) of a percent of such Owner's interest in the Common Elements. Votes can be cast only at a meeting of the Council convened in accordance with the Bylaws, and in the absence of the valid proxy, an individual shall act in his own behalf, a corporation shall act by an officer, partnership shall act by any general partner, an association shall act by any associate, a trust shall act by any trustee, and any other legal entity shall act by any managing agent. The failure of an absent Owner to execute and

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return the proxy form sent to him in the mail referred to in Paragraph P of this Article shall constitute a proxy to and for the majority present and voting. When an Owner consists of two or more persons any one shall be deemed authorized to act for all or two or more persons, and any one shall be deemed authorized to act for all unless another objects, in which case the vote which such Owner would otherwise be entitled to cast may not be cast. All votes appurtenant to a single unit must be cast together and may not be split.

C. MAJORITY: "Majority of Owners" mean the Owners of fifty-one 51%) percent or more of the basic value of the property as a whole. Each Owner is entitled to cast votes in accordance with their percentage interests in the Regime Common Elements.

D. QUORUM: The presence of Owners in person or by proxy owning fifty-one (51%) percent of the basic value of the Property shall constitute a quorum for the transaction of business at meetings of the Council; provided, however, that any absent Owner who does not execute and return the proxy form sent to him in the mail referred to in Paragraph P of this Article shall be deemed to be present for the purpose of determining the presence of a quorum; and, said absent Owner's vote will be cast with the majority of those present and voting.

E. CONSENT: Any action which may be taken by a vote of the

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Owners may also be taken by written consent of such Owners.

F. ORGANIZATIONAL MEETING: The organizational meeting of the Association shall be held at such time as Declarant deems appropriate but not later than December 31, 1996. The following matters, and such other business as the Manager may deem appropriate, shall be taken up at the initial meeting;

1. Adoption of the fiscal year;
2. Approval of the budget for the fiscal year;
3. Determination of the Annual Assessment and the date upon which it is due and payable;
4. Determination of the date of the first and subsequent annual meetings; and
5. The election of the initial Regime Manager in accordance with Article II of these Bylaws.

G. ANNUAL MEETINGS: An annual meeting of the Owners shall be held on the second Tuesday of the first month of each fiscal year of the Association, beginning with the first fiscal year following the fiscal year in which the organizations meeting is held, or at such other time during each year as may be determined by a vote of the majority of the Owners. Any business which is appropriate for action of the Owners may be transacted at an annual meeting or at any special meeting.

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H. SPECIAL MEETINGS: Special meetings of the Owners may be called at any time by the Regime Manager or by written request of a majority of Owners. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Owners waive notice of any additional business.

I. NOTICE OF MEETINGS: Written notice of every annual or special meeting of the Owners stating the time and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Owner not fewer than ten (10) days nor more than thirty (30) days in advance of the meeting. Failure to give proper notice of a meeting of the Owners shall not invalidate any action taken at such meeting unless an Owner who was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Owner objects shall be void.

J. WAIVER OF NOTICE: Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may in writing waive notice of any meeting of the Owner, whether in person or by proxy, shall be deemed waiver by such Owner of notice of time, date and place thereof unless such Owner specifically objects to lake of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless

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objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

K. PLACE OF MEETING: All meeting of the Owners shall be held upon the property or at such other place within the County in which the Property is situated and convenient to the Owners as the Regime Manager may direct.

L. ADJOURNMENT: Any meeting of the Owners may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the Owners holding a majority of the votes represented at such meeting regardless of whether a quorum is present. Any business which could property be transacted at an adjourned session and no additional notice of adjourned sessions shall be required.

M. ORDER OF BUSINESS: The order of business at all meetings of the Owners shall be as follows:

1. Roll call;
2. Proof or proper notice of the meeting or waiver of notice;
3. Reading of minutes of the preceding meeting;
4. Report of the Regime Manager;
5. Report of Committees;
6. Election of Regime Manager (when required);
7. Unfinished business;
8. New business.

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N. MINUTES OF MEETING: The Regime Manager shall prepare, or cause to be prepared, and keep accurate minutes of every meeting of the Owners. Such minutes shall be made available for examination and copying by any Owner at any reasonable time.

O. WHO MAY ACT FOR AN OWNER: In the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by an officer thereof, a partnership shall act by any general partner thereof, a trust shall act by and trustee thereof, and any other legal entity shall act by and managing agent thereof. When an Owner consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Owner unless another of such persons objects, in which case such persons shall act individually in proportion to their respective interest in the units.

P. PROXIES: Any Owner may by written proxy designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Council. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Regime Manager. If at least thirty (30) days prior to a duly called meeting an Owner is informed by mail of (1) the time and place of the meeting; (2) the agenda of

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the meeting, and (3) such date as is then available relative to issues on which there will be vote and a proxy form is included in such mailing and the Owner neither attends the meeting nor returns his executed proxy then such Owner shall be deemed to have given his proxy to and for the majority present and voting.

ARTICLE II

REGIME MANAGER

A. FORM OF ADMINISTRATION: The administration of the Association and the property shall be vested in a Regime Manager elected from the Owners.

B. AUTHORIZATION AND DUTIES: The authorities and duties of the Regime Manager shall include the following:

1. To provide for the surveillance and security of the Property;
2. To provide for the maintenance, repair and replacement of the Common Elements;
3. To employ and discharge the persons necessary for the operation, maintenance, repair and replace of the Common Elements;
4. To collect from the Owners their respective share of the Common Elements;
5. To insure the property as hereinafter provided;

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6. To enact reasonable regulations governing the operation and use of the Common Elements;

7. To enforce the terms of the Act, Master Deed, and these Bylaws and the regulations promulgated pursuant thereto as hereinafter provided; and

8. To administer the Association and the Property on behalf of and for the benefit of all owners.

C. QUALIFICATION: Only an individual who is an Owner, or who together with another person or persons is an Owner, or who is an officer of an association, a trustee of a trust, or a managing agent or any other legal entity which is an Owner, or which together with another person or persons is an Owner, may be elected or continue to serve as a Regime Manager.

D. ELECTION AND TERM: That initial Regime Manager shall be elected at the organizational meeting of the Association. A plurality of the votes cast shall be sufficient to elect the Regime Manager in any election. A Regime Manager may be elected to succeed himself, and a Regime Manager shall be deemed to continue in office until his successor has been elected and has assumed office.

E. REMOVAL: A Regime Manager may be removed from office with or without cause by the affirmative vote of Owners of two-thirds (2/3) of the total interest in the Common Elements. The unexpired

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portion of the term of any Regime Manager so removed shall be filled by a new Regime Manager elected by the affirmative note of a Majority of the Owners.

F. VACANCY: Vacancy in the Regime Manager caused by reason other than the removal shall be filled by a new Regime Manager elected by the affirmative vote of a majority of the Co-owners.

G. COMPENSATION: Unless otherwise provided by a vote of two-thirds (2/3rd) of the Co-Owners the Regime Manager shall serve without compensation but shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

ARTICLE III

FINANCES

A. FISCAL YEAR: The fiscal year of the Association shall be the calendar year unless the Owners shall otherwise determine.

B. BUDGET: The Regime Manager shall prepare and submit to the Owners at each annual meeting of the Owners a proposed budget for the Association for the upcoming fiscal year. The proposed budget for the Association shall be set forth with particularity and anticipated Common Expense for the fiscal year and the amount of money needed to establish reasonable reserve for the payment of future or unforeseen Common Expenses.

C. APPROVAL OF BUDGET: The proposed budget, as it may be amended upon by motion of any Owner, shall be submitted to a vote of the

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Owners and when approved by the affirmative vote of a majority of the Owners shall become the budget for the Association for the fiscal year (The "Budget"). The terms of the Budget shall be binding upon the Regime Manager until such terms are amended by action of the Owners.

D. REGULAR ASSESSMENTS: The funds required by the Budget shall be collected from the Owners by the Regime Manager in equal monthly or quarterly assessments as the Regime Manager may determine.

E. INDIVIDUAL ASSESSMENTS: Any payments to the Association which one or more but less than all of the Owners shall be obligated to make pursuant to the terms of the Act, Master Deed for these Bylaws shall be due upon demand and shall be collected by the Regime Manager.

F. COLLECTION: Owners shall be personally liable for all assessments and shall pay the same promptly when due. The Regime Manager shall take prompt and appropriate action to collect by suit, foreclosure or other lawful method any overdue assessment. If any overdue assessment is collected by an attorney or by an action at law, the Owner owning same shall be required to pay all reasonable costs of collection including attorney's fees.

H. PENALTY: An assessment not paid within (10) days following the date when due shall bear a penalty of Five ($5.00) Dollars plus

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two (2%) percent of the assessment per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment. For purposes of this paragraph only, an unpaid assessment shall not be deemed over due until the Regime Manager has delivered to such Owner a written notice of the amount due and date due in which case no further demand shall be necessary. The Regime Manager may in its discretion waive all or any portion of a penalty imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Owner.

I. ACCOUNTS: The Regime Manager shall maintain on behalf of the Association a checking account with a state or federally chartered bank having an office in the count where the Property is situated. All funds of the Association shall be promptly deposited in one of said accounts, except that the Regime Manager may maintain a petty cash fund of not more than Fifty ($50.00)Dollars for payment of minor current expenses of the Associations. The books and records relating to any account of the Association shall be made available for examination and copying by any Owner at any reasonable time.

J. PAYMENTS: The Regime Manager shall provide for payment of all debts of the Association from the funds collected from the Owners. Expenditures specifically approved in the Budget may be paid without further approval unless the Regime Manger shall be

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otherwise determined. All other expenditures which are in excess of Five Hundred and No/100 ($500.00) Dollars shall be reviewed and approved by two-thirds (2/3rd) of the Co-owners before payment is made. All checks and requirements for withdrawals drawn upon any account of the account of the Association shall be signed by the Regime Manager.

K. ACCOUNTING AND AUDITS: All books and records of the Association shall be kept in accordance with good and accepted accounting practice and an outside audit shall be made at least once a year.

ARTICLE IV

MAINTENANCE AND IMPROVEMENTS

A. MAINTENANCE BY THE REGIME MANAGER: The Regime Manager shall provide for the maintenance, repair and replacement of the Common Elements including the Limited Common Elements and shall employ and dismiss the personnel required for such maintenance, repair and replacement.

B. MAINTENANCE BY OWNERS: Each Owner shall maintain his unit, except the exterior portions thereof which are maintained by the Regime Manager in a good condition and repair.

C. DEFAULT BY OWNER: In the event that any Owner fails to perform the maintenance required by such Owner by these Bylaws or by any lawful regulation enacted pursuant hereto and such failure

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creates or permits a condition which is hazardous to life, health or property or which reasonably interferes with the rights of another Owner or which substantially detracts from the value or appearance of the Property, the Regime Manager shall, after giving such Owner reasonable notice of an opportunity to perform such maintenance, cause such maintenance to be performed and charge all reasonable expenses of so doing to such Owner by an individual assessment.

D. EXPENSES: Except as hereinafter provided, the expenses of maintenance, repair and replacement provided by the Regime Manager shall be Common Elements. The expenses of maintenance, repair or replacement which are necessitated by (I) the failure of an Owner to perform the maintenance required by the Bylaws, or by any lawful regulation enacted pursuant hereto, (ii) the willful act, neglect or abuse of an Owner, or (iii) in uninsured loss which is to be borne by an Owner in accordance with Article VII of these Bylaws shall be charge to such Owner by an individual assessment.

E. IMPROVEMENTS: The Regime Manager shall provide for the making of such improvements to the Common Elements as may be approved from time to time by the Owners. The cost of such improvements shall be Common Expenses; provided however, that no Owner shall without his consent be assessed in any one year for making of improvements to the Common Elements an amount in excess of one (1%) percent of the

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value of his unit as set forth in the Master Deed.

ARTICLE V

REPAIR AND RESTORATION

A. DECISION OF OWNERS: In the event of substantial damage to or destruction of any portion of the Property, the damage or destruction shall promptly be appraised by the Regime Manager. If more than two-thirds (2 /3) of the Property has been destroyed, the Regime Manager shall promptly call a special meeting of the Owners to determine in the manner provided in the Master Deed whether the Property shall be reconstructed. In the event that the Owner determines not to reconstruct the Property, the Secretary shall execute a certificate to that effect and cause the same to be recorded in the same manner as the Bylaws.

B. RECONSTRUCTION: Unless the Owners affirmatively determine in the manner provided in the Master Deed not to reconstruct the Property following damage or destruction thereof the Regime Manager shall promptly provide for such reconstruction. If the cost of such reconstruction exceeds Ten Thousand and No/100 ($10,000.00) Dollars, the Regime Manager shall employ an architect licensed to practice in the jurisdiction of jurisdictions in which the Property is situate to supervise the reconstruction. It shall be the duty of such architect to inspect the progress of the reconstruction at regular intervals and submit written authorization to the insurance

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trustee hereinafter defined for the payment of work performed. When an architect is not required by the terms hereof the Regime Manager may perform such inspections and submit such authorization.

C. COSTS: The Regime Manager shall employ for the purpose of reconstructing the Property, the proceeds of any insurance obtained on the Property by the Regime Manager as trustee for the Owners. If such insurance proceeds do not cover the cost of reconstruction the deficiency shall be borne by the Association as a Common Expense up to an amount equal to the sum of (I) the amount deducted pursuant to the "Loss Deductible" clause of the insurance policy plus (ii) fees and expenses of the Insurance Trustee hereinafter identified. Any deficiency in excess of such amount shall be borne by the Owners in proportion to their respective interests in the portion of the property reconstructed.

ARTICLE VI

CONDEMNATION

A. RIGHTS OF OWNERS: If any portion of the Property is condemned by any authority having the power of eminent domain, each Owner shall be entitled to receive notice of such condemnation and to participate in the proceedings incident thereto unless otherwise prohibited by law. Each Owner shall be entitled to an individual award to be determined by the value of his interest in the portion or portions of the Property condemned.

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B. DUTIES OF THE ASSOCIATION: In the event that any award is received by the Association on account of condemnation of any portion or portions of the Common Elements, the Regime Manager shall promptly pay such award to the Insurance Trustee hereinafter identified as trustee for the Owners to be disbursed in the same manner if it were insurance proceeds. The Regime Manager shall promptly call a special meeting of the Owners to determine whether any condemned portion of the Common Elements shall be replaced. If the Owners determine to replace any condemned portion for the Common Elements the Regime Manager shall provide for the replacement of such portions in the same manner as if such portions have been destroyed by casualty.

ARTICLE VII

INSURANCE

A. INSURED: Insurance policies upon the Property, covering the items described below, shall be purchased by the Council or its Manager for the benefit of the Regime, the Council and the Owners of the units and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of all Owners. Such policies and endorsements shall be deposited with and held by the Association.

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B. COVERAGE: Insurance shall cover the following when available:

(a) the replacement value of all units and Common Elements. Such coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended endorsement and against such other risks as are customarily covered with respect to buildings and improvements of any unit shall be provided by the Council, unless included in the policy without additional charges;

(b) public liability in such amounts and with such coverage as shall be determined by the Regime Manager, including, but not limited to, hired automobile and non-owned automobile coverage;

(c) workmen's compensation (if required);

(d) such other insurance as the Regime Manager from time to time determine to be desirable.

C. PREMIUMS AND DEDUCTIBLES: Premiums upon insurance policies and that portion of any covered loss not compensated for because of the deductible clause of the policy shall be paid by the Council as a Common Expense and shall be paid by the Owners in proportion to their respective interest in the Common Elements.

D. PROCEEDS: The proceeds received by the Council from any indemnity paid under the hazard insurance policy shall be held by the Regime Manager. After deduction of all reasonable expenses of the Regime Manger in administrating such proceeds, the net proceeds shall be distributed as follows:

(a) if the Property is not reconstructed as provided in Article IV of the Master Deed, then each owner shall receive a share of the proceeds proportionate to his interest in the common Elements as set forth in the Master Deed; or

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(b) if reconstruction takes place, then such proceeds shall be used to meet reconstruction costs as provided in Article IV of the Master Deed and Article X of the Bylaws, and any proceeds remaining after all the costs of reconstructing the Property have been paid shall be distributed to the Council for the benefit of all Owners.

E. INSURANCE BY OWNERS: Each Owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable: (1) hazard insurance on his unit and its contents for his own benefit, and (2) liability insurance covering accidents occurring within his unit. Any Owner who obtains hazard insurance for his own benefit shall within thirty (30) days of obtaining the same deliver to the Regime Manager a copy of the Policy of insurance.

ARTICLE VIII

RESTRICTIONS AND REGULATIONS

A. RESTRICTIONS: The use of the Property shall be subject to the following restrictions:

1. Units shall be used only as offices.

2. No Owner shall maintain or permit any nuisance within his unit or unreasonably interfere with the use and enjoyment of the Property by any other person entitled to the same by creating anywhere on the Property or permitting within his unit the creation of excessive noise, smoke or offensive odors. No person shall maintain on the Property and no Owner shall permit within his unit

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any condition which is unreasonably hazardous to the life, health or property of any other person.

3. No person shall make any additions to or perform any work upon the Common Elements or otherwise alter the Common Elements without the express authorization of the Regime Manager. No Owner shall later permit the alteration of the external appearance of any portion of his unit without express approval of the Regime Manager.

B. REGULATION: The Regime Manager shall adopt and amend from time to time such reasonable regulations (The "Regulations") governing the operation and use of the Property as he may deem necessary and desirable. It shall not be necessary to record Regulations newly adopted or the amendment or repeal of existing Regulations, but no Owner shall be bound by any newly adopted Regulations or any amendment or repeal of an existing Regulation until a copy of the same has been delivered to such Owner.

C. ENFORCEMENT: The Regime Manager shall enforce the terms of the Act, Master Deed and these Bylaws and the Regulations promulgated pursuant hereto and shall take prompt and appropriate action to correct any violations of the same. In addition to any other remedy to which the Association or Owner may be entitled, the Regime Manager may impose against an Owner reasonable fines not to exceed a total of Ten ($10.00) Dollars per day for any violation of the terms of the Act, Master Deed or these Bylaws or the

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Regulations promulgated pursuant hereto. Such fines shall be collected by individual assessment. Each day during which a violation occurs or continues shall be deemed a separate offense.

D. RESPONSIBILITY OF OWNERS: Each Owner shall be deemed responsible for the conduct of members of his staff and his tenants, agents, guests, and pets, but the responsibility of the Owner shall not receive any member of his staff or any of his tenants, agents or guests for any liability to the Association or to an Owner for their own acts.

ARTICLE IX

LIABILITIES AND INDEMNIFICATION

A. LIABILITY OF OWNERS: No Owner shall be liable upon a debt or tort of the Association for any amount in excess of such portion of the total liability as the portion of the Common Expenses which such Owner is required to pay bears to the total of the Common Elements.

B. INDEMNIFICATION AMONG OWNERS: Each Owner shall be entitled to contribution from and indemnification by every other Owner to the extent that such Owner discharge or is required to discharge any portion of any liability of the Association in excess of such Owner's proportionate share thereof, except that no Owner shall be required to provide contribution or indemnification on account of

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a debt which was liquidated in amount due and payable prior to the time such Owner became an Owner.

C. LIABILITY OF REGIME MANAGERS AND OFFICERS: The Regime Manager shall not be liable to any Owner for any decision, action or omission made or performed by such Regime Manger in the course of his duties unless such Regime Manager acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Act, Master Deed or these Bylaws.

D. INDEMNIFICATION OF REGIME MANAGER: The Association shall indemnify and defend each Regime Manager from any liability claimed or imposed against him by reason of his position or actions as a Regime Manager if all of the following conditions are satisfied:

1. Such liability does not arise from the willful misconduct of the Regime Manager;

2. The Regime Manager or officer is not required to bear such liability by the terms of the Act, Master Deed or these Bylaws;

3. The Regime Manager gives the Association adequate notice of the claim or imposition of the liability to permit the Association reasonable opportunity to defend against the same; and

4. The Regime Manager cooperates with the Association in defending against the liability.

The expense of indemnifying a Regime Manager shall be Common Expense and shall be borne by all the Owners, including such Regime Managers or Officers, in proportion to their respective interests

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in the Common Elements. The Regime Manager may obtain insurance indemnifying the Regime Manager for any liability claimed or impose against him by reason of his position as Regime manager and the cost of such insurance shall be a Common Expense.

ARTICLE X

SEAL AND SIGNATURES

A. SEAL: The Association shall have a seal inscribed in the name of the Association and such other information as the Regime Manager may determine. The Regime Manager of the Association shall have custody of the seal and affix and attest the same upon such documents as the Regime Manager shall deem appropriate.

B. ATTESTATION OF DOCUMENTS: The presence of the Association seal, attested to by the Regime Manager on any contracts, conveyance or any other document executed on behalf of the Association shall attest:

1. That the Association Seal affixed to the document is in fact the seal of the Association.

2. That the Regime Manager of the Association executing the document does in fact occupy the official position indicated; that one in such position is duly authorized to execute such document on behalf of the Association; and that the signature of such Regime Manager subscribed to the document is genuine;

3. That the execution of the document on behalf of the Association has been duly authorized.

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C. CERTIFICATION OF DOCUMENTS: When the seal of the Association is affixed to any document relating to the Property or the Association and is attested by the Regime Manager, a third party without knowledge or reason to know to the contrary may rely on such documents as being what it purports to be.

D. CERTIFICATION OF ACTIONS AND FACTS: When a written statement setting forth (I) actions taken by the Owner or by the Regime Manager or (ii) facts relating to the property or the Association are determined by the Regime Manager is executed by the Regime Manager of the Association and bears the seal of the Association, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

E. ABSENCE OF SEAL: The absence of the seal of the Association from any contract, conveyance or other document executed on behalf of the Association shall not impair the validity of such contract, conveyance or document or of any action taken pursuant thereto or in reliance thereon, but the person relying on the same shall bear the burden of establishing that the execution of the same was duly authorized and accomplished on behalf of the Association.

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ARTICLE XI

AMENDMENTS

A. PROCEDURE: These Bylaws may be amended from time to time by resolution adopted by the affirmative vote of the Owners of two-thirds (2/3) of the total interest in the Common Elements. No amendment shall be effective unless and until recorded as an amendment to the Master Deed in accordance with the Action.

B. EFFECT: All Owners, tenants of Owners, employees of Owners and tenants, and any other persons that may in any way or manner use the Property or any part thereof shall be bound to abide by any amendment to these Bylaws duly adopted and recorded as specified herein.

ARTICLE XIV

MISCELLANEOUS

A. RECORD OF OWNERSHIP: Any person who acquires title to a unit, except a person who acquires title to a unity merely as security for a debt, shall promptly inform the Regime Manager of the identity of such person and the date upon the manner in which title to the unit was acquired. The Regime Manager shall maintain a record in the names of all Owners and the dates upon which they acquired title to their unit.

B. NOTICES: Any notices or documents placed in the mail receptacle or affixed to the front door of the unit by or at the

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direction of the Regime Manager shall deemed delivered to the Owner of such unit, unless the Owner of such unit has previously specified to the Regime Manager in writing another address for delivery of such notice and documents. Any notice or document addressed to the Regime Manager and delivered to the Regime Manager by or at the direction of an Owner shall be deemed delivered to the Association.

C. WAIVER: No provision of these Bylaws or of the Regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breached which may have occurred.

D. CONFLICTS: In the event of any conflict between these Bylaws and the Act, the Master Deed shall control as appropriate. In the event of a conflict between these Bylaws and the Regulations promulgated pursuant hereto, these Bylaws shall control.

E. SEVERABILITY: The provisions of these Bylaws are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability effect of the remainder hereof.

F. CAPTIONS: The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any portion hereto.

ELECTRONICALLY FILED - 2020 Feb 21 1:36 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

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G. GENDER AND NUMBER: All pronouns used herein shall be deemed to include the masculine, feminine, neuter, singular and plural whenever the context requires or permits.

CERTIFICATION

I, the undersigned, do hereby certify that I am the acting Regime Manager of WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME and that the foregoing By-laws of said Regime are duly adopted at a meeting of the Council of Co-owners thereof, held on the 30th day of October, 1996.

Regime Manager

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BK U284PG176

Re-recorded

BK R 287PG234

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

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

1. Property located at Ashley River Road & Wallace School Road, Charleston, SC bearing Charleston County Tax Map Number 351-10-00-033, 351-10-00-066 & 351-10-00-039, was transferred by Perry K. Waring, Louis Waring, Jr., Larry J. Ferguson, Mabel Ferguson, Anthony B. O'Neill & Arthur C. McFarland to Westgate Office Park Horizontal Property Regime on Charleston 10-30-96.

The transaction was (Check one):

____ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $_____.*

____ not an arm's length real property transaction and the fair market value of the property is $_____.*

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et.seq. because the deed is: being transferred from individuals to a corporation (exempt number 10).

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transactions as: Attorney.

I further understand that a person required to furnish this affidavit who wilfully 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.

Arthur C. McFarland

Purchaser, Legal Representative of the Purchaser, or
Other Responsible Person Connected with the Transaction

SWORN to before me this 30th **day of** October **19** 96

Notary Public for South Carolina

My Commission Expires: July 23, 2001

*The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

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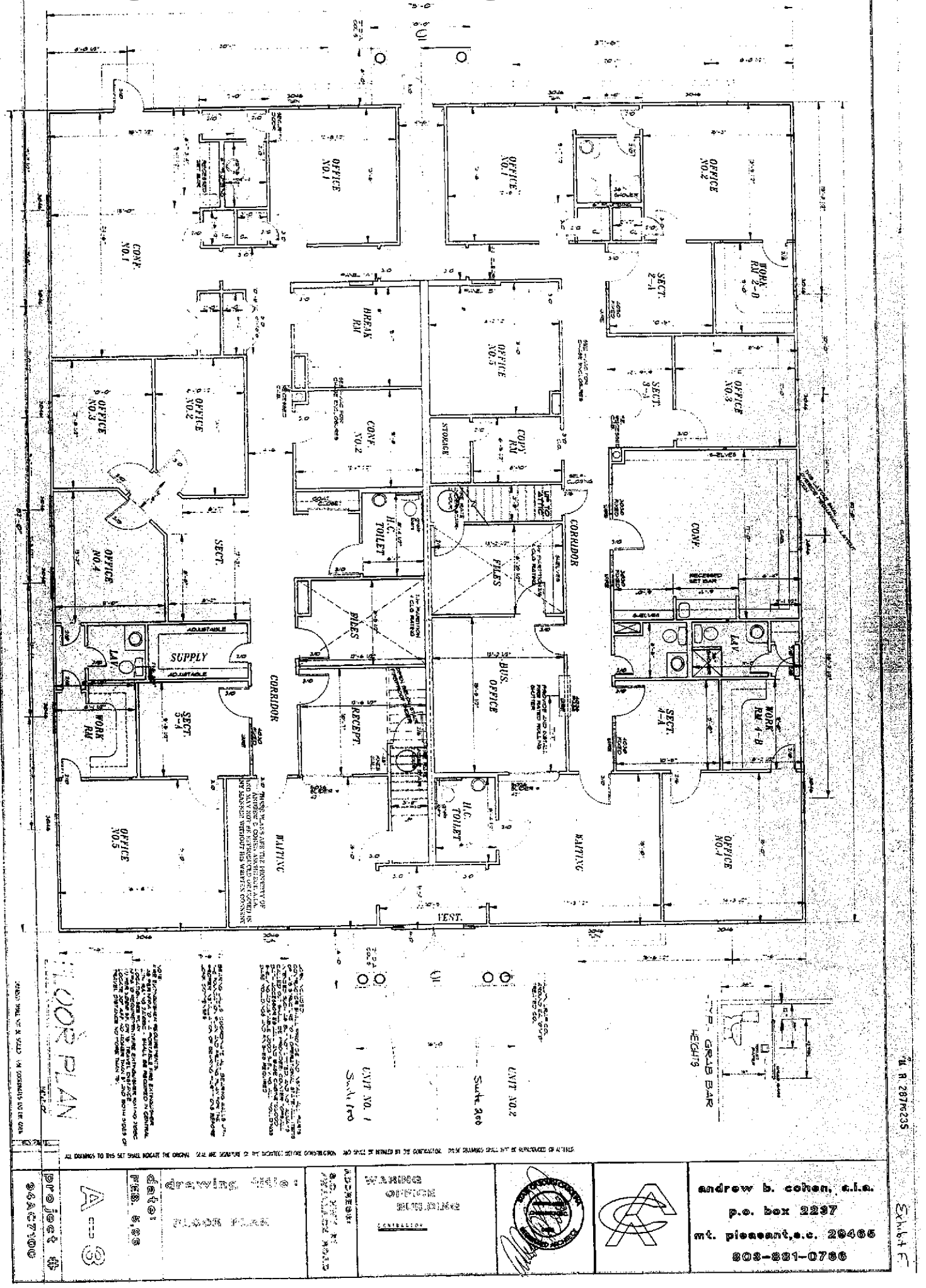
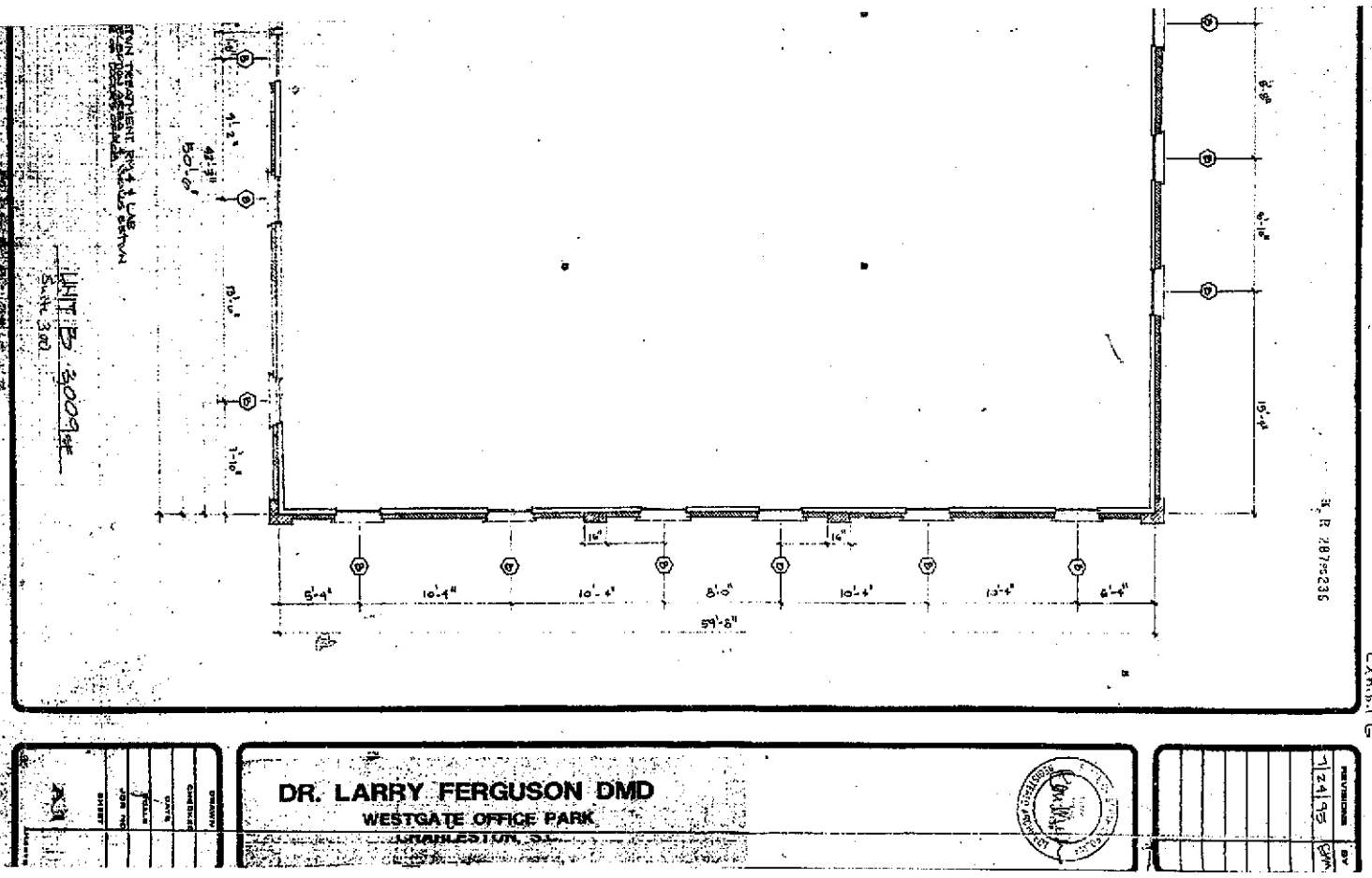
R. p. 204

ELECTRONICALLY FILED - 2020-Feb-21 1:36 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 205





McFARLAND & ASSOCIATES

BK U284PG177

Re-Recorded
BK R 287PG237

FILED
U284-117
97 MAY 30 AM 11:22
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee	66.00 A
State Fee	
County Fee	
Postage	
TOTAL	66.00 A

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Plan

Subd I
CFBV

TMS VERIFIED
BAC LCB
DTD 6-3-97

Recorded this 30 day of May Year 97
On Property Record Card
Peggy A. Mosley
Auditor Charleston County

Re-Recorded
FILED
R287-175
97 JUL 29 PM 3:18
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

re-Rec

Recording Fee	68.00
State Fee	
County Fee	
Postage	
TOTAL	68.00 B

TMS VERIFIED
BAC LC
DTD 7-31-97

Recorded this 29 day of Jul Year 97
On Property Record Card
Peggy A. Mosley
Auditor Charleston County

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ELECTRONICALLY FILED - 2020 Feb 21 1:36 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

EXHIBIT "C"

R. p. 207

ELECTRONICALLY FILED - 2020 Nov 28 1:30 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FIRST AMENDMENT TO MASTER DEED FOR WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME

WHEREAS, by its Master Deed dated October 30, 1996, and recorded May 30, 1997, in the RMC Office for Charleston County in Book U284, at Page 117 and re-recorded in Book R287, at Page 175 (the "Master Deed"), Perry K. Waring, Louis L. Waring, Jr., Larry J. Ferguson, Mabel G. Ferguson, Anthony B. O'Neill and Arthur C. McFarland created and established Westgate Office Park Horizontal Property Regime; and

WHEREAS, the aforesaid Master Deed provided that a parcel of land identified as a portion of Lot B with corners lettered A-B-C-D-A, as shown on a plat recorded in the RMC Office for Charleston County in Plat Book V, page 48, was to be included as regime property; and

WHEREAS, the aforesaid parcel, reconfigured and currently designated as Lot B-2 as shown on a plat recorded in the Charleston County RMC Office in Plat Book EB, page 810 was never to have been a part of the Westgate Office Park Horizontal Property Regime but was to be an out parcel adjacent to the Westgate Office Park Horizontal Property Regime; and

WHEREAS, the owners of the condominium units within Westgate Office Park Horizontal Property Regime desire to correct the aforesaid error and set out the rights of the out parcel to use of the certain common elements of the Westgate Office Park Horizontal Property Regime;

NOW THEREFORE, the undersigned, being all of the condominium unit owners of the Westgate Office Park Horizontal Property Regime hereby amends the Master Deed as follows:

1. The Master Deed is amended to exclude from the Westgate Office Park Horizontal Property Regime the out parcel designated as Lot B-2 and more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

2. The owners of the out parcel more fully described in Paragraph 1 hereinabove, together with their heirs, successors and assigns shall have the non-exclusive right to utilize all parking areas as shown on Exhibit "B" of the Master Deed, together with all utility easements, drainage easements, walkways, ingress/egress easements, buffer easements, and any other easements as more fully shown thereon.

3. The owners of the out parcel more fully described in Paragraph 1 hereinabove, together with their heirs, successors and assigns, shall have the right to utilize one-fourth (1/4) of the Westgate Office Park Horizontal Property Regime sign located on S.C. Highway 61.

4. The owners of the out parcel shall contribute their appropriate share of the expenses for the upkeep and maintenance for their use of the common areas and sign more fully set forth in Paragraphs 2 & 3 hereinabove.

R. p. 208

5. The owners of any condominium unit in the Westgate Office Park Horizontal Property Regime, their heirs, successors and assigns shall have the non-exclusive right to utilize all parking areas, utility easements, drainage easements, walkways, ingress/egress easements, buffer easements and any other easements located on Lot B-2 as more fully shown on Exhibit B of the Master Deed.

6. All other terms and provisions of the Master Deed not modified herein shall remain in full force and effect.

WITNESS our hands and seals this 3rd day of June, in the year of our Lord two thousand five and in the two hundred and twenty-ninth year of the sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

UNIT 1, SUITE 100

Perry K. Waring

UNIT A, SUITE 300

Sarbabi Masindet

UNIT 2, SUITE 200

Arthur C. McFarland

Anthony B. O'Neill

UNIT B, SUITE 400

Larry J. Ferguson

Mabel G. Ferguson

ELECTRONICALLY FILED - 2020 Nov 28 1:30 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 209

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **ARTHUR C. MCFARLAND and ANTHONY B. O'NEILL** sign, seal, and as their act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Notary Public for South Carolina
My Commission Expires: 8/28/2011

Witness

ELECTRONICALLY FILED - 2020 Nov 28 1:30 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 210

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **PERRY K. WARING** sign, seal, and as his act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005.

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

ELECTRONICALLY FILED - 2020 Nov 28 1:30 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 211

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **LARRY J. FERGUSON and MABEL G. FERGUSON** sign, seal, and as their act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-08

ELECTRONICALLY FILED - 2019 Nov 28 1:30 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 212

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **SARBABI MASINDET** sign, seal, and as his act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

ELECTRONICALLY FILED - 2020 Feb 28 1:30 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

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ELECTRONICALLY FILED - 2020 Nov 28 1:30 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

RECORDER'S PAGE

This page must remain with the Original Document

BK Z539PG450

Bruce Berlinsky

Recording Fee amend 1m/p 12.00

State Fee —

County Fee —

Postage —

Total 12.00

A

FILED

Z 539-444

2005 JUN -8 AM 8:56

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR

REP LDS

DATE 6/27/05

R

RECEIVED FROM RMC

JUN 27 2005

PEGGY A. MOSELY, DEPUTY

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

R. p. 214

ELECTRONICALLY FILED - 2020 Jun 12 12:58 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON BAY LIGHT, LLC PLAINTIFF, VS. WESTGATE OFFICE PARK LANDOWNERS' MAINTENANCE ASSOCIATION, INC. DEFENDANT.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO. 2019-CP-10-06058 **NOTICE OF MOTION** **AND** **MOTION FOR CONTINUANCE**

TO: JOHN A. MASSALON, ATTORNEY FOR PLAINTIFF:

You Will Please Take Notice, Westgate Office Park Landowners' Maintenance Association, Inc. by and through its undersigned counsel, will move before this Honorable Court for a Motion for Continuance from the June 15, 2020 Term of Court.

The Plaintiff requests a four week continuance as Counsel was formally retained this weekand will need to assess the pleadings, facts and become acquainted with the relevant issues in this matter.

Therefore, Plaintiff respectfully requests that this Court grant its Motion for Continuance.

DATE: JUNE 12, 2020
CHARLESTON, SOUTH CAROLINA

LAW OFFICES OF ERIKA V. HARRISON
S/ERIKA V. HARRISON
ERIKA V. HARRISON
SC BAR NO: 73024
92 LINE ST.
CHARLESTON, SC 29403
(843) 302-1900 [T]
ERIKA@ERIKAHARRISON.COM
ATTORNEY FOR DEFENDANT

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1006058

Bay Light Llc
PLAINTIFF(S)

Westgate Office Park Landowners Maintenance Association Inc
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

The Plaintiff's Motion for Summary Judgment is GRANTED.

ORDER INFORMATION

This order ☑ ends ☐ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/20/2020 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2020 Jul 21 3:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

Court Reporter:

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

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Charleston Common Pleas

Case Caption: Bay Light Llc VS Westgate Office Park Landowners Maintenance Association Inc

Case Number: 2019CP1006058

Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

R. p. 218

ELECTRONICALLY FILED - 2020 Jul 27 7:45 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO. 2019-CP-10-06058
BAY LIGHT, LLC PLAINTIFF, VS. WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME DEFENDANT.	NOTICE OF MOTION AND MOTION FOR RECONSIDERATION

YOU will please take notice, the Defendant Westgate Office Park Horizontal Property Regime (the "Defendant Westgate"), by and through its undersigned attorney, will move before this Honorable Court on the tenth (10th) day following service of this motion, or as soon thereafter as counsel may be heard, for an Order to reconsider pursuant to Rule 59(e), SCRP. S.C. R. R.CP Rule 59(e).

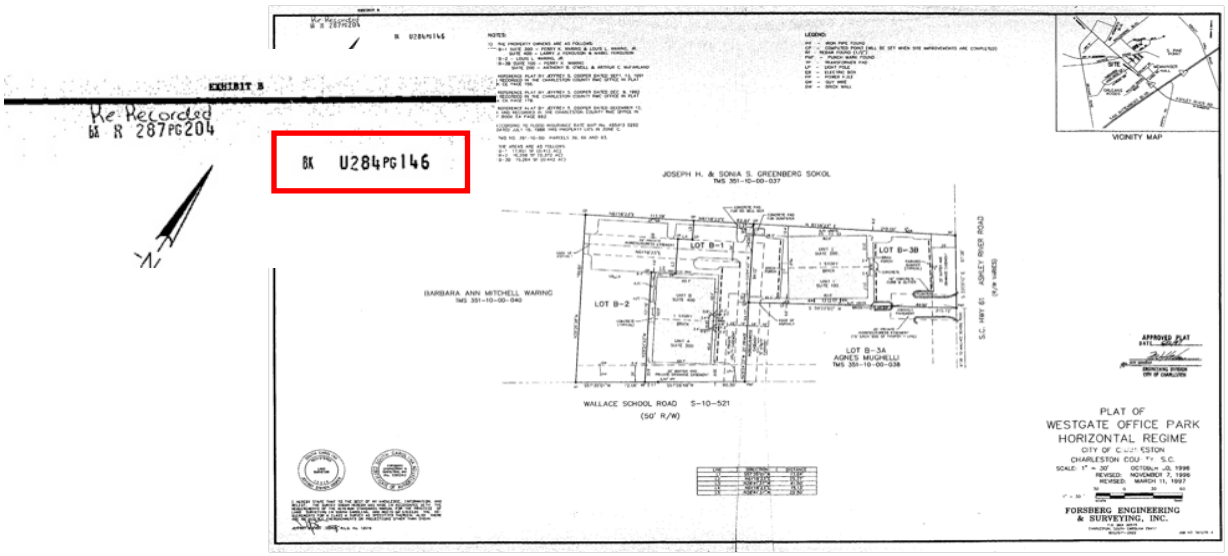
The Defendant requests this court to reconsider its order granting Plaintiff's Motion for Summary Judgment on the following grounds:

I. A Plat was attached to the Original Master Deed of the Westgate Horizontal Property Regime.

The Original Master Deed dated October 30, 1996 and recorded on May 30, 1997 in Book U284 at Page 117 (hereinafter the "May 1997 Master Deed") did include a plat as required by S.C. Code of Laws § 27-31-110. The Plat attached to May 1997 Master Deed was identified as "Exhibit B" and stamped "**BK U 284PG146**" (emphasis added). The Recorder of the May 1997 Master Deed Re-Recorded the Original Master on July 29, 1997 at Book R287 at Page 175 (hereinafter the "Re-Recorded Master Deed") for the purposes of including the floor plans of the four buildings. Attached to the Re-Recorded Master Deed was a Plat marked "Exhibit B" Re-Recorded and stamped **BK R 287PG204** (emphasis added). The Plat attached to the Re-Recorded Master Deed is

ELECTRONICALLY FILED - 2020 Jul 27 7:45 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

the same plat that was attached to the May 1997 Master Deed (Exh. A hereinafter "Re-Recorded Plat"). The Re-Recorded Plat is marked twice, first with the book and page from the original recording and again with the book and page from the re-recordings. The 1997 Master Deed describes and depicts all three properties (Lot B-1, Lot B-2 and Lot B-3B) that were submitted to create the Westgate Office Park Horizontal Property Regime. Where a deed describes land as it is shown on a certain plat, such plat becomes part of the deed for the purpose of showing the boundaries, metes, courses[,] and distances of the property conveyed. Hoyler v. State, 428 S.C. 279, 290, 833 S.E.2d 845, 851 (Ct. App. 2019). The Plat identifies in its "notes" s the "Property Owners as follows" "Lot B-1 Suite 300 Perry K. Waring and Louis L. Waring. Jr. Suite 400 Larry Ferguson and Mabel Ferguson, Lot B-2 Louis Waring, Lot B-3B Suite 100 Perry K. Waring, Suite 200 Anthony O'Neil and Arthur McFarland" Therefore, the property description identified as Exhibit A in the Original Master Deed identified as by TMS No. 351-10-00-039 is LOT B-2. Therefore, the the property and easements across Lot B-2 became part of the Defendant Westgate. Plaintiff's proposition that the original Master Deed did not convey Lot B-2 or includes a Plat showing easements exist across Lot B-2 is incorrect.



ELECTRONICALLY FILED - 2020 Jul 27 7:45 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

II. The First Amendment to the Master Deed is a valid instrument releasing Lot B-2 from the Regime subject to certain covenants and restrictions as the use of Common Areas and Easements.

If the Court finds that the Original Master Deed is valid as the Plat and a Description of Lot B-2 was included, with the Master Deed; thus, it would follow that that the First Amendment to the Master Deed dated June 8, 2005 is a valid instrument. The consent of all the co-owner was necessary to remove Lot B-2 from the regime. The removal of the property was accompanied with covenants, restrictions, and easements, which the Co-Owners were permitted to do as the Defendant Westgate property did included Lot B-2 and the owners were consenting to its removal. When interpreting a deed, the primary rule of constructing the deed is to ascertain and effectuate the parties' intentions, unless that intention contravenes some well-settled rule of law or public policy. *Sandy Island Corp.*, 246 S.C. at 420, 143 S.E.2d at 806. "The intention of the grantor must be found within the four corners of the deed." *K & A Acquisition Grp., LLC v. Island Pointe, LLC*, 383 S.C. 563, 581, 682 S.E.2d 252, 262 (2009).

Once the Property was formally submitted the First Amendment was required to remove it from the regime. The Recitals state the following:

> WHEREAS, the aforesaid Master Deed provided that a parcel of land identified as a portion of Lot B with comers lettered A-B-C-D-A, **as shown on a plat recorded in the RMC Office for Charleston County in Plat Book V, page 48, was to be included as regime property, and**
>
> WHEREAS, the aforesaid parcel, reconfigured and currently designated as Lot B-2 as shown on a plat recorded in the Charleston County RMC Office in Plat Book EB, page 810 **was never to have been a part of the Westgate Office Park Horizontal Property Regime but was to be an out parcel adjacent to the Westgate Office Park Horizontal Property Regime; and**
>
> WHEREAS, the owners of the condominium units within Westgate Office Park Horizontal Property **Regime desire to correct the aforesaid error and set out the rights of the out parcel to use of the certain common elements of the Westgate Office Park Horizontal Property Regime;**

Regardless of whether it was not to have been included does not mean it was not included. The four corners of the Master Deed included Lot B-2; therefore the consent to remove Lot B-2 was necessary.

CONCLUSION

The Defendant respectfully requests the Court to reconsider its grant of the Motion for Summary Judgment on the following grounds. The Defendant believe a genuine issue of fact does exists. Moreover, the facts the Defendant questioned, that is validity of the Original Master Deed is now in dispute evidence by the following:

1. A Plat was attached to the Original Master Deed recorded on May 30, 1997 and is the same plat that was "re-recorded" on July 29, 1997.

2. Lot B-2 became part of Defendant Westgate and the First Amendment to the Master Deed recorded on June 8, 2005 released Lot B-2 subject to certain terms and condition.

The Defendant reserves the right to supplement this motion with additional memoranda and exhibits.

LAW OFFICES OF ERIKA V. HARRISON

/S/ERIKA V. HARRISON

ERIKA V. HARRISON
SC BAR NO: 73024
92 LINE ST.
CHARLESTON, SC 29403
(843) 302-1900 [TELE]
(843) 819-2527 [MOBILE]
ERIKA@ERIKAHARRISON.COM
ATTORNEY FOR THE DEFENDANT

DATE: JULY 27, 2020
CHARLESTON, SOUTH CAROLINA

ELECTRONICALLY FILED - 2020 Jul 27 7:45 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

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Re-Recorded
BK R 287PG202

BK U284PG144

EXHIBIT "A"

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-3B on a plat entitled "Plat Showing The Subdivision of LOT B-3 located in St. Andrews Parish" made by Forsberg Engineers and dated September 13, 1991, and recorded on October 9, 1991 in the R.M.C. Office for Charleston County in Plat Book CE, Page 156. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

The Seller reserves 30 foot easements for driveways (15 feet on each side) of the boundary line separating Lot B-3A from Lot B-3B, and also a 24 foot easement for another driveway (12 feet on each side) on the westernmost boundary line of Lot B-3B which separates said lot from Lot B-1 as shown on the aforementioned plat.

BEING the same property conveyed to Perry K. Waring, Anthony B. O'Neill and Arthur C. McFarland by Louis L. Waring by deed dated June 22, 1995 and recorded in the R.M.C. Office for Charleston County in Book S256-785.

TMS No.: 351-10-00-093

AND

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-1 on a plat entitled "Plat Showing The Property Line Adjustment of Lot B-1 & B-2 Located in City of Charleston, charleston County, SC" made by Forsberg Engineers and dated December 12, 1994, and recorded in the R.M.C. Office for Charleston County in Plat Book EA, Page 662. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

Subject to a 10 foot utility easement on the eastern boundary line and a 12 foot easement for driveways separating Lot B-1 from Lot B-3A and Lot B-3B as shown on the aforementioned plat.

Being the identical property conveyed to Larry J. Ferguson, Mabel Ferguson, Perry K. Waring and Louis L. Waring, Jr. by deed of Margaret Waring Capers dated May 2, 1995 and recorded in the RMC Office for Charleston County on July 24, 1995 in Book U257 at page 004.

TMS No.: 351-10-00-066

R. p. 223

ELECTRONICALLY FILED - 2020 Jul 27 7:45 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

Re-Recorded
BK R 287 PG 203

BK U284 PG 145

EXHIBIT "A" (CONTINUES)

All that certain piece, parcel and lot of land and the improvements thereon, that situate, lying and being in St. Andrews School District No. 10, County of Charleston, State aforesaid and containing the following buttings and boundaries.

BEING at an iron stake lettered "A" situated three hundred twenty (320') feet on the Northern side of Wallace School Road Southwest of the Northwest corner of the intersection of Ashley River Road and Wallace School Road, thence running S 48 degrees - 5" W. for a distance of eighty-eight (88') feet to an iron stake lettered "B" thence running N. 38 degrees 30"W for a distance of one hundred ninety-six and six-tenths (196.6) feet to an iron stake lettered "C"; thence running N. 550 degrees-30"E. for a distance of eighty-eight and fifteen hundredths (88.15') feet to an iron stake lettered "D"; and these running S 38 degrees-30"E for a distance of one hundred ninety-three (193.8') to an iron stake lettered "A" which is the point of the beginning.

Being bounded on the Northwest by lands of Charles Waring; on the Northeast by lands of Louis L. Waring, Sr. remaining; on the Southeast by Wallace School Road; and on the Southwest by lands of John Waring. Said measurements, courses, distances, and boundaries will more fully appear when reference is had to a plat of J. O'Hear Sanders, Surveyor, dated July 16, 1966 and "Showing portion of Lot "B" of the Rebecca Waring Estate, with corners lettered A, B, C, D and A about to be conveyed to Louis L. Waring, Jr.," said plat recorded in the RMC Office for Charleston County on October 12, 1966 in Plat Book V at page 48.

TMS No.: 351-10-00-039

Being the same conveyed to Louis L. Waring, Jr by deed of Louis L. Waring, Sr. by deed dated August 28, 1966 and recorded in the RMC Office for Charleston County in Book PØ86-11.

R. p. 224

EXHIBIT B

Re-Recorded
BK R 287PG204

BK U284PG146

NOTES:

1) THE PROPERTY OWNERS ARE AS FOLLOWS:
LOT B-1 SUITE 300 – PERRY K. WARING & LOUIS L. WARING, JR.
SUITE 400 – LARRY J. FERGUSON & MABEL FERGUSON
LOT B-2 – LOUIS L. WARING, JR.
LOT B-3B SUITE 100 – PERRY K. WARING
SUITE 200 – ANTHONY B. O'NEILL & ARTHUR C. McFARLAND

2) REFERENCE PLAT BY JEFFREY S. COOPER DATED SEPT. 13, 1991 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CE PAGE 156.

3) REFERENCE PLAT BY JEFFREY S. COOPER DATED DEC 9, 1992 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CK PAGE 179.

4) REFERENCE PLAT BY JEFFREY S. COOPER DATED DECEMBER 12, 1994 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EA PAGE 662.

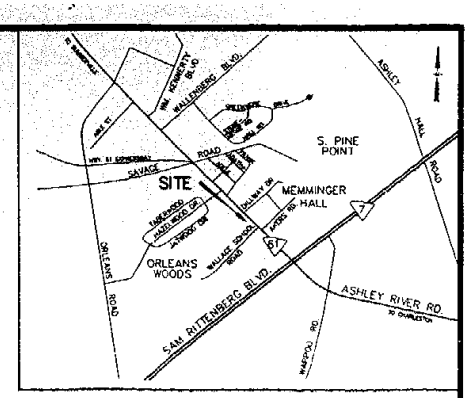
5) ACCORDING TO FLOOD INSURANCE RATE MAP No. 455413 0292 C DATED JULY 15, 1988 THIS PROPERTY LIES IN ZONE C.

6) TMS NO. 351-10-00 PARCELS 39, 66 AND 93.

7) THE AREAS ARE AS FOLLOWS:
LOT B-1 17,991 SF (0.412 AC)
LOT B-2 16,208 SF (0.372 AC)
LOT B-3B 19,264 SF (0.442 AC)

LEGEND:

IPF – IRON PIPE FOUND
CP – COMPUTED POINT (WILL BE SET WHEN SITE IMPROVEMENTS ARE COMPLETED)
RF – REBAR FOUND (1/2")
PMF – PUNCH MARK FOUND
TP – TRANSFORMER PAD
LP – LIGHT POLE
EB – ELECTRIC BOX
PP – POWER POLE
GW – GUY WIRE
BW – BRICK WALL



VICINITY MAP

JOSEPH H. & SONIA S. GREENBERG SOKOL
TMS 351-10-00-037

BARBARA ANN MITCHELL WARING
TMS 351-10-00-040

LOT B-2

LOT B-1

LOT B-3B

LOT B-3A
AGNES MUGHELLI
TMS 351-10-00-038

S.C. HWY 61 ASHLEY RIVER ROAD (R/W VARIES)

WALLACE SCHOOL ROAD S-10-521
(50' R/W)

LINE	DIRECTION	DISTANCE
L1	S57°35'01"W	13.84'
L2	N61°18'23"E	25.27'
L3	N28°41'37"W	41.50'
L4	N61°18'23"E	15.13'
L5	N28°41'37"W	22.50'

SOUTH CAROLINA REGISTERED LAND SURVEYOR 12516 JEFFREY STEVEN COOPER

SOUTH CAROLINA FORSBERG ENGINEERING & SURVEYING, INC. No. C00343 CERTIFICATE OF AUTHORIZATION

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

JEFFREY STEVEN COOPER R.L.S. No. 12516

APPROVED PLAT
DATE 6/24/97
FOR CITY ENGINEER
ENGINEERING DIVISION
CITY OF CHARLESTON

PLAT OF
WESTGATE OFFICE PARK
HORIZONTAL REGIME

CITY OF CHARLESTON
CHARLESTON COUNTY, S.C.
SCALE: 1" = 30' OCTOBER 30, 1996
REVISED: NOVEMBER 7, 1996
REVISED: MARCH 11, 1997

1" = 30' 30 0 30 60 scale feet

FORSBERG ENGINEERING & SURVEYING, INC.
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
803/571-2022

JOB NO 961276.4

R. p. 225

ELECTRONICALLY FILED - 2020 Jul 27 7:45 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

Re-record to add Exhibits "A" and "B"

BK Z539PG444

RE-RECORD
BK R 609PG525

STATE OF SOUTH CAROLINA)
) **FIRST AMENDMENT TO MASTER DEED**
) **FOR WESTGATE OFFICE PARK**
COUNTY OF CHARLESTON) **HORIZONTAL PROPERTY REGIME**

WHEREAS, by its Master Deed dated October 30, 1996, and recorded May 30, 1997, in the RMC Office for Charleston County in Book U284, at Page 117 and re-recorded in Book R287, at Page 175 (the "Master Deed"), Perry K. Waring, Louis L. Waring, Jr., Larry J. Ferguson, Mabel G. Ferguson, Anthony B. O'Neill and Arthur C. McFarland created and established Westgate Office Park Horizontal Property Regime; and

WHEREAS, the aforesaid Master Deed provided that a parcel of land identified as a portion of Lot B with corners lettered A-B-C-D-A, as shown on a plat recorded in the RMC Office for Charleston County in Plat Book V, page 48, was to be included as regime property, and

WHEREAS, the aforesaid parcel, reconfigured and currently designated as Lot B-2 as shown on a plat recorded in the Charleston County RMC Office in Plat Book EB, page 810 was never to have been a part of the Westgate Office Park Horizontal Property Regime but was to be an out parcel adjacent to the Westgate Office Park Horizontal Property Regime; and

WHEREAS, the owners of the condominium units within Westgate Office Park Horizontal Property Regime desire to correct the aforesaid error and set out the rights of the out parcel to use of the certain common elements of the Westgate Office Park Horizontal Property Regime;

NOW THEREFORE, the undersigned, being all of the condominium unit owners of the Westgate Office Park Horizontal Property Regime hereby amends the Master Deed as follows:

1. The Master Deed is amended to exclude from the Westgate Office Park Horizontal Property Regime the out parcel designated as Lot B-2 and more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

2. The owners of the out parcel more fully described in Paragraph 1 hereinabove, together with their heirs, successors and assigns shall have the non-exclusive right to utilize all parking areas as shown on Exhibit "B" of the Master Deed, together with all utility easements, drainage easements, walkways, ingress/egress easements, buffer easements, and any other easements as more fully shown thereon.

3. The owners of the out parcel more fully described in Paragraph 1 hereinabove, together with their heirs, successors and assigns, shall have the right to utilize one-fourth (1/4) of the Westgate Office Park Horizontal Property Regime sign located on S.C. Highway 61.

4. The owners of the out parcel shall contribute their appropriate share of the expenses for the upkeep and maintenance for their use of the common areas and sign more fully set forth in Paragraphs 2 & 3 hereinabove.

R. p. 226

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5. The owners of any condominium unit in the Westgate Office Park Horizontal Property Regime, their heirs, successors and assigns shall have the non-exclusive right to utilize all parking areas, utility easements, drainage easements, walkways, ingress/egress easements, buffer easements and any other easements located on Lot B-2 as more fully shown on Exhibit B of the Master Deed.

6. All other terms and provisions of the Master Deed not modified herein shall remain in full force and effect.

WITNESS our hands and seals this 3rd day of June, in the year of our Lord two thousand five and in the two hundred and twenty-ninth year of the sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

UNIT 1, SUITE 100

Perry K. Waring

UNIT A, SUITE 300

Sarbabi Masindet

UNIT 2, SUITE 200

Arthur C. McFarland

Anthony B. O'Neill

UNIT B, SUITE 400

Larry J. Ferguson

Mabel G. Ferguson

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RE-RECORD
BK R 609PG527

BK Z539PG446

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **ARTHUR C. MCFARLAND and ANTHONY B. O'NEILL** sign, seal, and as their act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Notary Public for South Carolina
My Commission Expires: 8/28/2011

Witness

ELECTRONICALLY FILED - 2020 Jul 27 7:45 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 228

BK Z539PG447

RE-RECORD
BK R 609PG528

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **PERRY K. WARING** sign, seal, and as his act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005.

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

ELECTRONICALLY FILED - 2020 Jul 27 7:45 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 229

RE-RECORD BK R 609PG529

BK Z539PG448

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **LARRY J. FERGUSON and MABEL G. FERGUSON** sign, seal, and as their act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

ELECTRONICALLY FILED - 2020 Jul 27 7:45 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 230

RE-RECORD
BK R 609PG530 BK Z539PG449

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **SARBABI MASINDET** sign, seal, and as his act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

ELECTRONICALLY FILED - 2020 Jul 27 7:45 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 231

ELECTRONICALLY FILED - 2020 Jul 27 7:45 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

Exhibit "A"

ALL that lot, piece or parcel of land, situate, lying and being in the County of Charleston, State of South Carolina, and designated as **Lot B-2** on a map entitled "Plat of Westgate Office Park Horizontal Regime, City of Charleston, Charleston County, S.C.," made by Forsberg Engineering & Surveying, Inc. dated October 30, 1996, and revised November 7, 1996, and March 11, 1997, and recorded May 12, 1997, in the Charleston County RMC Office in Plat Book EB, at Page 810, reference to which is hereby craved for a more complete description.

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

BEING the same property conveyed to Perry Keith Waring and Donna Waring by deed of Louis L. Waring, Jr., dated March 5, 1998, and recorded March 19, 1998, in Book G299, at Page 203, in the RMC Office for Charleston County.

TMS No : 351-10-00-099

R. p. 232

Exhibit "B"

EXHIBIT B

Re Recorded
BK R 287PG204

BK U284PG146

NOTES:

1) THE PROPERTY OWNERS ARE AS FOLLOWS:
LOT B-1 SUITE 300 - PERRY K. WARING & LOUIS L. WARING JR.
SUITE 400 - LARRY J. FERGUSON & MABEL FERGUSON
LOT B-2 - LOUIS L. WARING, JR.
LOT B-3B SUITE 100 - PERRY K. WARING
SUITE 200 - ANTHONY B. O'NEILL & ARTHUR C. McFARLAND

2) REFERENCE PLAT BY JEFFREY S. COOPER DATED SEPT 13, 1991 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CE PAGE 156

3) REFERENCE PLAT BY JEFFREY S. COOPER DATED DEC 8, 1992 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CH PAGE 178

4) REFERENCE PLAT BY JEFFREY S. COOPER DATED DECEMBER 12 1994 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EA PAGE 682

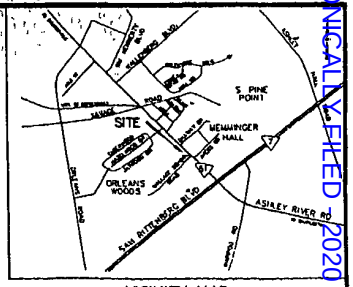
5) ACCORDING TO FLOOD INSURANCE RATE MAP No 455413 0292 C DATED JULY 15 1988 THIS PROPERTY LIES IN ZONE C.

6) TMS NO 351-10-00 PARCELS 39 66 AND 93.

7) THE AREAS ARE AS FOLLOWS:
LOT B-1 17 951 SF (0.412 AC)
LOT B-2 16 208 SF (0.372 AC)
LOT B-3B 19 284 SF (0.442 AC)

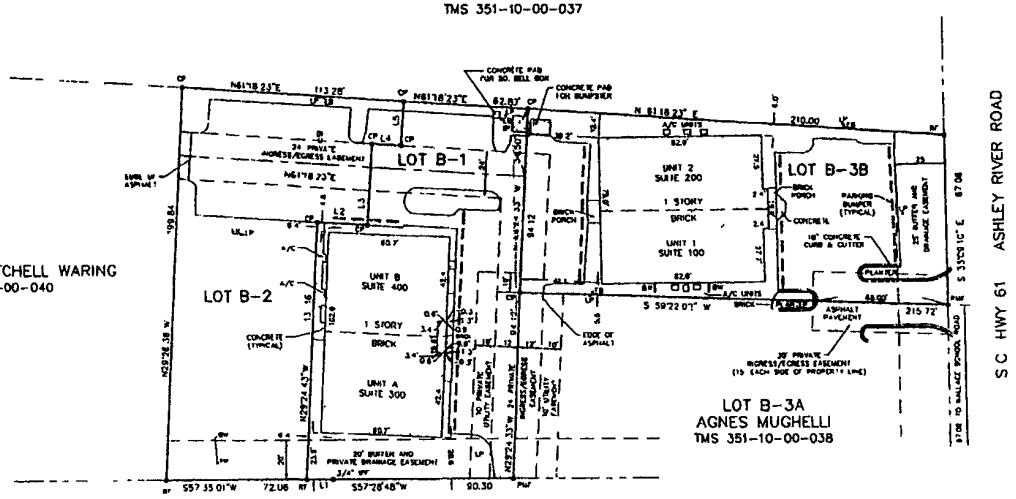
LEGEND

IPF	- IRON PIPE FOUND
CP	- COMPUTED POINT (WILL BE SET WHEN SITE IMPROVEMENTS ARE COMPLETED)
RF	- REBAR FOUND (1/2")
PKF	- PUNCH MARK FOUND
TP	- TRANSFORMER PAD
LP	- LIGHT POLE
EB	- ELECTRIC BOX
PP	- POWER POLE
OW	- GUY WIRE
BW	- BRICK WALL



VICINITY MAP

JOSEPH H. & SONIA S GREENBERG SOKOL
TMS 351-10-00-037



BARBARA ANN MITCHELL WARING
TMS 351-10-00-040

S C HWY 61 ASHLEY RIVER ROAD (R/W VARIES)

WALLACE SCHOOL ROAD S-10-521
(50' R/W)

LINE	DIRECTION	DISTANCE
L1	S57°35'01"W	13.84'
L2	N61°18'23"E	35.27'
L3	N28°41'37"W	41.50'
L4	N61°18'23"E	15.13'
L5	N28°41'37"W	23.50'

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

JEFFREY STEVEN COOPER R.L.S. No. 12518

BK R 609PG532

APPROVED PLAT
DATE 8/8/97
CITY ENGINEER
ENGINEERING DIVISION
CITY OF CHARLESTON

PLAT OF
WESTGATE OFFICE PARK
HORIZONTAL REGIME
CITY OF CHARLESTON
CHARLESTON COUNTY SC
SCALE 1" = 30' OCTOBER 30, 1996
REVISED NOVEMBER 7, 1996
REVISED MARCH 11, 1997

1" = 30' scale 30 0 30 60 feet

FORSBERG ENGINEERING & SURVEYING, INC.
P.O. BOX 30575
CHARLESTON SOUTH CAROLINA 29417
803/871-2822
JOB NO 9518

ELECTRONICALLY FILED - 2020 Jul 27 7:45 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 233

RE-RECORD BK R 609PG533

BK Z539PG450

RECORDER'S PAGE

This page must remain with the Original Document

Bruce Berlinsky

Recording Fee	amend 1/m/0 12.00
State Fee	-
County Fee	-
Postage	-
Total	12.00 A

FILED

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2005 JUN -8 AM 8:56

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR

REP LDS

DATE 6/27/05

R

RECEIVED FROM RMC

JUN 27 2005

PEGGY A. MOSELEY
AUDITOR

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BK R 609PG534

RE-RECORD

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

FILED

December 21, 2006

2:42:34 PM

BK R 609PG525

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Krawcheck & Davidson
Attorneys at Law
9 State Street
Charleston SC 29401

DESCRIPTION	AMOUNT Re-Record
Recording Fee	$ 15.00
State Fee	
County Fee	
Postage	
TOTAL	$ 15.00

$ Amount (in thousands):

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PEGGY A MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR
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DATE DEC 28 2006

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1006058

Bay Light Llc
PLAINTIFF(S)

Westgate Office Park Landowners Maintenance Association Inc
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

The Motion to Reconsider is Denied. A hearing is not necessary.

ORDER INFORMATION

This order ☑ ends ☐ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/05/2020 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

R. p. 236

ELECTRONICALLY FILED - 2020 Aug 05 2:15 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

Court Reporter:

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

ELECTRONICALLY FILED - 2020 Aug 05 2:15 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 237

ELECTRONICALLY FILED - 2020 Aug 05 2:15 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

Charleston Common Pleas

Case Caption: Bay Light Llc VS Westgate Office Park Landowners Maintenance Association Inc

Case Number: 2019CP1006058

Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

R. p. 238

ELECTRONICALLY FILED - 2020 Aug 18 10:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2019-CP-10-6058
BAY LIGHT, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**ORDER**
	)	
WESTGATE OFFICE PARK LANDOWNERS MAINTENANCE ASSOCIATION, INC.,	)	
	)	
Defendant.	)	
	)	

This matter came before the Court at a hearing on June 25, 2020 on the motion for summary judgment filed by Plaintiff Bay Light, LLC ("Plaintiff"). After considering the pleadings and other matters of record, the motion and accompanying exhibits submitted by Plaintiff's counsel, the arguments of counsel and the Defendant's motion for reconsideration, I find that Plaintiff is entitled to summary judgment and that the motion for reconsideration should be denied.

Plaintiff filed the present lawsuit seeking a declaratory judgment and injunction to require Regime owners to cease parking on Plaintiff's property. In its Answer, Defendant admitted that the Master Deed did not convey Lot B-2 to Defendant as part of the Regime; that the Master Deed did not convey to condominium owners in the Regime any rights of ingress/egress or easements on Lot B-2; and that Defendant does not own and has never owned Lot B-2. While Defendant denied Plaintiff's allegation that Defendant does not have any rights to use Lot B-2 for parking or ingress/egress access; the undisputed facts show an easement has never been established that would create any of these rights in Lot B-2. Plaintiff filed a motion for summary judgment on

ELECTRONICALLY FILED - 2020 Aug 18 10:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

February 21, 2020.

Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Harris v. Anderson Cty. Sheriff's Office, 381 S.C. 357, 673 S.E.2d 423 (2009). An easement may be established by express grant or by express reservation in a deed or other instrument. Sandy Island Corp. v. Ragsdale, 246 S.C. 414, 143 S.E.2d 803 (1965). A reservation of an easement in a deed by which lands are conveyed is equivalent for purpose of creation of easement to express grant of easement by grantee of lands. Id.

The Plaintiff owns the real property located on Wallace School Road in Charleston County, South Carolina (TMS# 351-10-00-099) on a plat referred to as "Lot B-2," and Defendant owns three neighboring lots (TMS # 351-10-00-039; TMS # 351-10-00-066; and TMS # 351-10-00-093) pursuant to a Master Deed conveying title to various parcels of real estate on October 30, 1996 and which created the Horizontal Property Regime known as Westgate Office Park Horizontal Property Regime. Defendant rerecorded the Master Deed on July 29, 1997. Neither the original Master Deed nor the re-recorded deed constitutes a conveyance of land or an interest in land to Defendant. Likewise, the plat referencing easements on Lot B-2 did not convey an interest in Lot B-2 to Defendant.

The First Amendment to the Master Deed filed on June 3, 2005 explicitly states the Master Deed is amended "to exclude from the Westgate Office Park Horizontal Property Regime the out parcel designated as Lot B-2...". However, in another paragraph of the Amendment, Defendant attempts to reserve rights for condominium owners in the Regime to use Lot B-2 for various easements, parking and ingress/egress access. The attempt to reserve rights in Lot B-2 as

ELECTRONICALLY FILED - 2020 Aug 18 10:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

expressed in the First Amendment to the Master Deed is not a conveyance but an invalid attempt by Defendant to create rights in property it has never owned. Plaintiff is entitled to judgment on the claims alleged in the Complaint as a matter of law.

The legal authority cited in Defendant's motion for reconsideration does not compel a different result. In Hoyer v. Slate the Court of Appeals held that "[w]here a deed describes land as it is shown on a certain plat, such plat becomes part of the deed for the purpose of showing the boundaries, metes, courses and distances of the property conveyed." Hoyer v. Slate, 428 S.C. 279, 290, 833 S.E.2d 845, 851 (Ct. App. 2019). The case relied on by Defendant stands for the proposition that land can be described by a plat for the purposes of showing boundaries, metes, courses and distances of the property conveyed by deed. However, that case does not provide that a plat itself can create or convey an interest in real estate. In other words, just because Lot B-2 is shown on a plat does not mean a deed conveying other neighboring lots is sufficient to convey rights to Defendant in Lot B-2.

Now therefore, IT IS ORDERED that the Plaintiff's motion for summary judgment is **GRANTED** and the Defendant's motion to reconsider is **DENIED**.

AND IT IS SO ORDERED.

This ____ day of August, 2020.

_____
Ninth Judicial Circuit

Charleston, South Carolina

ELECTRONICALLY FILED - 2020 Aug 18 10:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

Charleston Common Pleas

Case Caption: Bay Light Llc VS Westgate Office Park Landowners Maintenance Association Inc

Case Number: 2019CP1006058

Type: Order/Summary Judgment

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

R. p. 242

THE LAW OFFICE OF
ERIKA V. HARRISON
PERSISTENCE • PERSEVERANCE • PERSONAL SERVICE

92 LINE STREET | CHARLESTON | SOUTH CAROLINA | 29403
T | 843.302.1900 F | ERIKA@ERIKAHARRISON.COM

ELECTRONICALLY FILED - 2020 Aug 19 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

VIA EMAIL
The Honorable Julie J. Armstrong
100 Broad St.
Charleston, SC 29401

August 19, 2020

Re: Bay Light, LLC v. Westgate Office Park Horizontal Property Regime
Case No.: 2019 -CP-10-6058

Dear Ms. Armstrong:

I am formally requesting the attached letter be filed with the Court. I understand the filing was rejected and the clerk's office requested an "signature" and explanation for the purposed of theleter.

Briefly, Plaintiff's counsel submitted a proposed order and I requested an opportunity to provide the court with my comments. Inadvertently, the proposed order was signed prior to providing my comments to the court. Based on my call with the Court, Judge Price intends on filing an order to vacate the entry of Plaintiff's proposed order and will review my comments. The comments to order are for purposes of ensuring the record of this matter is complete.

With kindest regards,

Yours truly
s/Erika V. Harrison

EVH:evh

THE LAW OFFICE OF
ERIKA V. HARRISON
PERSISTENCE • PERSEVERANCE • PERSONAL SERVICE
92 LINE STREET | CHARLESTON | SOUTH CAROLINA | 29403
T | 843.302.1900 F | ERIKA@ERIKAHARRISON.COM

ELECTRONICALLY FILED - 2020 Aug 19 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

VIA EMAIL
The Honorable Bentley Price
100 Broad Street, Suite 432.
Charleston, SC 29401

August 19, 2020

Re: Bay Light, LLC v. Westgate Office Park Horizontal Property Regime
Case No.: 2019 -CP-10-6058
EVH File No.: 2019-CP-10-6058

Dear Judge Price:

This Court granted Plaintiff's Motion for Summary Judgment and denied Defendant's Motion to Reconsider and filed form 4 Orders. This Court's Orders were final Judgments, at the time it filed the orders, it determined a written order was not required and did not request the parties to prepare an order. The Plaintiff has submitted a proposed order for the Court consideration; however, the Defendant requests the Court to retain the status quo. If the Court is inclined to enter a more formal written order, the Defendant requests the Court to consider the below and modify Plaintiff's proposed order or prepare its own order setting forth its specific findings of facts and conclusion of law.

A. Defendant requests this court to take Judicial Notice of recorded documents located in the Charleston County Register Deed's Office and the Auditor's Office.

1. All recorded documents referencing the "Westgate Office Park"

	Date	Location	Document
1	May 12, 1997	Plat Book EB Page 810	A Plat of the Westgate Office Park
2	May 30, 1997	Book V284 Page 582	Declaration of Protective Covenant Restrictions and Conditions Westgate Office Park Landowners Maintenance Association
3.	May 30, 1997	Book U284 at Page 117.	Master Deed of Westgate Office Park Horizontal Property Regime.
3	July 29, 1997	Book R 287 Page 175	Re-Recorded Master Deed for Westgate Office Park Horizontal Property Regime
4	June 8, 2005	Book Z539 Page 444	First Amendment to the Master Deed for Westgate Office Park Horizontal Property

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5.	Dec. 21, 2005	Book R609 Page 525	Re-recorded First Amendment to the Master Deed for Westgate Office Park Horizontal Property Regime

2. All recorded documents referencing the property conveyed in1966 to Louis Waring, Jr.

	Date	Location	Document
1,		Charleston County Auditor's Office	Property Record Card
2.	July 16, 1966	Plat Book V Page 48	Plat of Showing Portion of Lot B from points A-B-C-D-A.
3.	Aug. 28, 1966	Book P086 Page 11	Deed of Waring to Louis Waring, Jr. of portion of Lot B between points "A-B-C-D-A"
4	June 7, 1989	Book BW Page 45	Plat of Lot B-1 owned by Abraham Waring and Margaret C. Waring, Lot B-2 owned by Louis J. Waring Jr. and Lot B-3, owned by Geneva Waring.
5	July 21, 1994	Plat Book EA Page 662	Plat Showing the Property Line Adjustment of Lot B-1 and Lot B-2
	Reference Notes No. 1: "Property Owned by Margaret Capers (Lot B-1) and Louis L. Waring Jr. (LOT B-2)		
	Note: "Easements Shown hereon are for the use of and to be maintained by Westgate Office Park"		
6.	May 2, 1995	U257 Page 004	Margaret Capers Waring Deed of Lot B-1 to Louis L. Waring, Jr, and Perry K. Waring, Larry and Mabel Ferguson
7	May 12, 1997	Plat Book EB at Page 810	A Plat of the Westgate Office Park
	Reference Notes No. 1: Lot B-2 Owned by Louis L. Waring, Jr.		
7.	March 5, 1998	Book G299 Page 20.	Louis J. Waring, Jr.'s Deed of Lot B -2 to Perry K. Waring and Donna Waring
8.	June 8, 2005	Book Z539 Page 444	First Amendment to Westgate Master Deed
	Recorded at 8:56am by Bruce Berlinksy See Page Z539PG418		
9.	June 8, 2005	Z539 Page 415	Perry K. and Donna Waring Deed of Lot B-2, et. al. to Calvary Chapel
	Recorded at 8:58 by Bruce Berlinsky See Page Z539PG450		

B. Plaintiff's Declaratory Judgment Action's underlying issue is based in equity.

Plaintiff filed a Declaratory Judgment Action. Actions for declaratory judgment are neither legal nor equitable; instead, the nature of the action depends on the underlying issues. Reyhani v. Stone Creek Cove

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Condo. II Horizontal Prop. Regime, 329 S.C. 206, 211, 494 S.E.2d 465, 468 (Ct. App. 1997); citing Felts v. Richland County, 303 S.C. 354, 400 S.E.2d 781 (1991). The interpretation of a deed is an equitable matter. Id. citing, Heritage Fed. Sav. & Loan Ass'n v. Eagle Lake & Golf Condo., 318 S.C. 535, 539, 458 S.E.2d 561, 564 (Ct. App. 1995). Wayburn v. Smith, 263 S.C. 518, 211 S.E.2d 560 (1975), citing Hann v. Carolina Cas. Ins. Co., 252 S.C. 518, 167 S.E.2d 420 (1969); Wolf v. Hayes, 161 S.C. 293, 159 S.E. 620 (1931). Based on the allegations contained in Plaintiff's complaint, the basis of its Motion for Summary Judgment, and Defendant's Motion to Reconsider, the underlying issues require an interpretation of Defendant's Master Deed and the "allied documents", which include the plats, declaration of covenants and the underlying deeds and plats for the properties allegedly subject to the Master Deed.

C. The Standard for Summary Judgment.

Summary judgment is appropriate when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law." Id. at 122, 708 S.E.2d at 769. "When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." Id. (citation omitted).

"It is a question of law for the court whether the language of a contract is ambiguous." S.C. Dep't of Nat. Res. v. Town of McClellanville, 345 S.C. 617, 623, 550 S.E.2d 299, 302-03 (2001).

"A [deed] is ambiguous when the terms of the [deed] are reasonably susceptible of more than one interpretation." Id. at 623, 550 S.E.2d at 302.

"In construing a deed, the intention of the grantor must be ascertained and effectuated, unless that contravenes some well settled rule of law or public policy." K & A Acquis. Grp., L.L.C. v. Island Pointe, L.L.C., 383 S.C. 563, 581, 682 S.E.2d 252, 262 (2009) (internal quotation marks and citations omitted). "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." Id. (citation omitted). "When the [deed] is ambiguous the court may take into consideration the circumstances surrounding its execution in determining the intent." Williams v. Teran, Inc., 266 S.C. 55, 59, 221 S.E.2d 526, 528 (1976).

D. Plaintiff's Lot B-2 is not the property conveyed to Louis Waring, Jr. in 1966 and described in the 1966 Plat as "a Portion of Lot B between points A-B-C-D-A"

1. Plaintiff's order states: *"The Plaintiff owns the real property located on Wallace School Road in Charleston County, South Carolina (TMS# 351-10-00-099) on a plat referred to as "Lot B-2," and Defendant owns three neighboring lots (TMS # 351-10-00-039; TMS # 351-10-00-066; and TMS # 351-10-00-093)"*

2. Three properties were purportedly submitted to the regime:

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a. Lot B-3B (TMS No. 351-10-0-093) ("Property 1")

b. Lot B-1 (TMS. No. 351-10-00-66) ("Property 2")

c. Lot "Showing portion of Lot "B" with corners lettered A, B, C, D, and A" (TMS. No. 351-10-039) ("Property 3")

3. Plaintiff's property, Lot B-2 is identified in Property Identification /Tax Map System No. by TMS No. 351-10-00-099.

4. The Defendant argued Plaintiff's property, Lot B-2 is the same as Property 3 based on the plat attached as Exhibit B to the Master Deed and the notes on the Plat.

5. Property 2 submitted to the regime is Lot B-1. The property description in Exhibit A to the Master Deed for Lot B-1 is derived from a 1994 Plat which depicted a "Plat Showing the Property Line Adjustment of Lot B-1 and Lot B-2 located in the City of Charleston." recorded in Plat Book EA Page 662.

6. The 1994 Plat specifically labels Lot B-2 as being owned by Louis Waring, Jr and identified as TMS No. 351-10-00-039.

7. The Property Record Card on file with the Charleston County's Auditor's office and the notes, indicate Property 3 was re-surveyed and a new plat was recorded in Book BW at Page 48 and the "legal [was] changed from "Pt. Lot B to Lot B-2" .(See. Attached)

8. The property card's last two notes state: "Prev. mapped as Lot B-2, Condo Maser File by Master Deed U284-117 delete [Property Identification #] 351-10-066 and 093 and combine it with this card for 1999, New acerage for this card 1.23 ac. Hi. West Gate Park" (See. Attached)

9. Although the property description for Property 3 based on the 1966 plat was re-surveyed in 1989 and its legal identification was changed to Lot B-2 and the 1994 Plat by which Lot B-1was conveyed identified Lot B-2 as being owned by Louis Waring and having TMS No. 351-10-00-039, the court will need conclude it is not the same Lot B-2 conveyed to the Plaintiff.

10. The court may need to find Property 3's description in the Master Deed is described is ambiguous and its boundaries could not be ascertained despite all the information on record. Brownlee v. Miller, 208 S.C. 252, 261, 37 S.E.2d 658, 662 (1946) ("As that is certain which can be made certain, the description, if it will enable a person of ordinary prudence acting in good fact and making inquiries, which the description would suggest to him to identify the land, is sufficient") Brownlee v. Miller, 208 S.C. 252, 261, 37 S.E.2d 658, 662 (1946). The court would need to find that a person investigating the title could not ascertain from Property 3's description in Exhibit A to the Master Deed, the property's particular boundaries, even with the other two property descriptions in

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Exhibit A and referenced plats, as well as the Plat attached as Exhibit B to Defendant's Master Deed. The Court may need find as a matter of law, Plaintiffs search of the record on file and review of the same would not reasonably lead Plaintiff to conclude Lot B-2 was not the property conveyed in 1966 to Louis Waring, Jr. and submitted to the Regime.

11. Plaintiff's property is identified as having TMS NO. 35-10-00-099 and its property description is derived from the 1997 Plat of Westgate Office Park Horizontal Regime, which is the same plat recorded with the Defendant's Master Deed as Exhibit B and noted as being owned by Louis Waring, Jr.

12. The property identified as Lot B-2 with TMS NO. 351-10-00-099 was first conveyed by Louis Waring Jr. to Perry K. Waring and Donna Waring in 1989 and are Plaintiff's predecessor in title.

13. The court may need to find the recorded deeds and plats and the auditor's property record card, which Defendants argue is evidence that Property 3 described in the Master Deed is Lot B-2 is in fact not the same Lot B-2 conveyed to Plaintiff.

14. The court may need to specifically address the assignment of a TMS No. as sufficient to describe property in a deed and that the assignment of a new TMS number, creates a new lot or results in an ambiguity in the property being described. Lot B-2 which was owned by Louis Waring, Jr. and identified on the 1989, 994 and 1997 Plat was assigned a TMS No. ending in 039. The lot identified and described as Lot B-2 being owed by Louis Waring, Jr. was assigned a new TMS number ending in 099. Therefore, the court may need to conclude that once a new TMS No. was assigned to Lot B-2 it was no longer the same property submitted to the Regime or identified on the 1994 Plat and identified on the 1997 Plat, which was also attached to the Master Deed as Exhibit B.

E. <u>The creation of a regime does include the conveyance of land</u>

Plaintiff's Proposed Order concludes "Neither the Original Master Deed nor the re-recorded Master Deed constitutes a conveyance of land or an interest Lot B-2 to Defendant". The Defendant believes Plaintiff's statement is requesting the court to adopt certain findings and conclusion.

1. The submission of property to create a common interest community, i.e. a condominium pursuant to the Horizontal Property Regime Act, S.C. Code Ann. §27-31-30 et. al. is not a conveyance of land.

2. Although a Condominium Ownership as defined in § 27-31-20 includes "the common right to a share, with other co-owners, in the general and limited common elements of the property" excluded from the General Common Elements is "the land whether leased or in fee simple". § 27-31-20 (f)(1).

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3. The Property as defined in § 27-31-20(k) does not actually include the land whether leasehold or in fee simple and whether or not submerged, (2) the building, all improvements, and structures on the land, in existence or to be constructed, and (3) all easements, rights, and appurtenances belonging thereto.

4. Defendant believes Plaintiff is requesting this court to conclude that after property is submitted to a regime the owners of the property retain a "fee simple" interest in the property and the Co-Owners of a unit do not have a common right or an undivided interest in the Regime's underlying property. § 27-31-30, 60 and 70.

5. The 3 properties described in Exhibit A to Defendant's Master Deed as Lot B-1, Lot B-3B and the Lot described as "portion of Lot B from A-B-C-D-A", which Defendant argues is Lot B-2 were not conveyed to the regime and easements do not exist across these Lot B-1, Lot B-3B and the Lot described as "portion of Lot B from A-B-C-D-A".

6. The Defendant requests this court to distinguish the present cased from Reyhani v. Stone Creek Cove Condo. II Horizontal Prop. Regime, 329 S.C. 206, 494 S.E.2d 465 (S.C. Ct. App. 1997), Reyhani found a landowner did not have a fee simple title to a lot of land originally designated in the master deed as condominiums or common elements merely because a paragraph of a later agreement between the bank and the homeowners' association gave the bank the right to further develop the land, because under S.C. Code Ann. § 27-31-70 and S.C. Code Ann. § 27-31-130, once common elements were set aside and vested in the co-owners, such co-owners could not be unilaterally deprived of their interests by the actions of the developer. Id. The Court may need to conclude Lot B-2 was submitted to the regime; however, the First Amendment to the Master Deed indicates this was a mistake. The removal (waiver) of property mistakenly included in a regime does not require the consent of all the Co-Owners. If a property is inadvertently included it may be unilaterally removed by the owner or their successor in interest. If the court does conclude consent is required, the removal of the property, may not be subject to and conditions, conditions, including grants of express or implied easements.

Moreover, 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.'" *Windham v. Riddle*, 381 S.C. 192, 201, 672 S.E.2d 578, 582 (2009) (quoting *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." *Id.* at 201, 672 S.E.2d at 583 (quoting Gardner v. Mozingo, 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.* (quoting Gardner, 293 S.C. at 25, 358 S.E.2d at 392).

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The record indicates Perry K. Waring and Louis Waring, Jr. were the owners of Lot B-1 when the regime was formed. Also, the record indicates Perry K. Waring is the current Owner of Unit 1 in the Regime and the predecessor in title to Plaintiff's Lot B-2. The Defendant requests this court to address its decision to not infer any intentions by:

- Louis Waring to grant any easements expressed or implied across Lot B-2 to the Regime when he conveyed it to his son.
- Perry K. Waring to memorialize and maintain the status quo of the ingress/egress, parking and maintenance of the property prior to conveying Lot B-2 to Calvary Chapel and grant any express easements to Lot B-2 which the First Amendment to the Master Deed purports to grant Lot B-2's successors in title.

Finally, if the above possible presumptions from Plaintiff's conclusory statement exceed the Court's finding, the Defendant asks the court to specifically state its finding facts and conclusions as a matter of law as to the legal effect the Master Deed did or did not have upon Lot B-2.

F. Pleadings and Discovery

Plaintiffs' Motion is based on the admissions and denials in Defendant's answer Counsel for Defendant who originally filed the Answer is a potential fact witness, thus a conflict of interest may potentially exist. Counsel was the drafter and recorder of the Master Deed for the underlying dispute, the owner of Property Lot B-3B which was submitted to create the regime, the drafter of the deed conveying Lot B-2 from Louis Waring to Perry K. Waring, Plaintiff's predecessor in title, one of the co-owners consenting to the First Amendment to the Master Deed, is a current Co-Owner in the Regime. The Answer filed did not assert any defenses, affirmative defenses or compulsory counterclaims. Present Counsel entered a notice of appearance after a hearing on Plaintiff's Motion for Summary Judgment was scheduled; for hearing thus, the opportunity to engage in discovery, ascertain the history, file motions to Amend the Answer, Join additional parties or to interplead on behalf of Co-Owner was not afforded to counsel.

Further, any evidence, arguments or interpretations which current Defendant counsel presents as creating a genuine issue of fact, an indisputable fact or of which the court may take judicial notice does not reform the original Answer. The Answer on file Admits the following:

¶ Paragraph 13 of the Complaint "The Master Deed did not convey Lot B-2 to Defendants as part of the Regime."

¶ Paragraph 14 The Master Deed did not Convey to condominium owners in the Regime any rights of ingress/owners,

As to ¶ Paragraph 15 of the Complaint "The Defendant does not own and has never owned Lot B-2 as part of the Regime nor does Defendant have any rights to use Lot B-2 for parking or ingress/egress access, the Answer filed states "Defendant Admits the allegations contained in

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Paragraph 15 that allege that Defendant does not own and has never owned Lot B-2 as part of the Regime; however, Defendant denies the remaining portion of Paragraph 15. . ."

Based on the facts and the recorded documents, this court arguably out equity has the ability recognize these admissions may be a mistake and could be corrected by amending the Answer. Yet, based on granting Plaintiff's Motion for Summary Judgment, the court is electing not to ac and will allow the answers to the allegations stand "as-is" even though the fact in the record are contrary to the admissions. While current counsel's review of the documents and record on file would have arguably resulted in a Motion to Amend the Answer. Even though current counsel for Defendant filed a Motion to Reconsider granting Summary Judgment in favor of Plaintiff Based the evidence in the record which represented a question of fact as to certain grounds of Plaintiff's motion, i.e. the Master Deed was invalid because it originally did not contain a plat granting or displaying easements,. The Motion to Reconsider presented the plat attached the original master which showed the easements and supported the premise the Master Deed did conform to requirements since the property was described and a "map or plat" showing the regime's boundaries was attached; operating as a conveyance; thus, an issue of fact was raised.

> " ¶ 3. The Master Deed through which Defendant received title to three lots and that created the Westgate Horizontal Property Regime on October 30, 1996 does not grant any easements on Lot B-2 and does not contain a plat displaying any easements." (Plts Mtn for Summary Judgment filed Feb. 21, 2020)
>
> ¶ 4. Defendant rerecorded the Master Deed on July 29, 1997. The rerecorded deed is not a conveyance of land to the Defendant. However, it includes 4a plat indicating that easements exist on Lot B-2This plat was not in the original Master Deed that conveyed title to Defendant." (Plts Mtn for Summary Judgment filed Feb. 21, 2020)
>
> ¶ 7. The Master Deed did not convey any easements on lot B-2 to Defendant. . . . No instrument exists that conveys property or reserves an easement to Defendant in Lot B-2. . ." (Plts Mtn for Summary Judgment filed Feb. 21, 2020)

The Defendant believed providing to the Court evidence of the plat purportedly not recorded with the Master Deed now substantiated the position easements did exists across Lot B-2 and it was originally conveyed to the Regime and the First Amendment to the Master Deed addresses the regime's ownership of Lot B-2 and the co-owner's consent to remove the property from the regime but subject to certain conditions was ample evidence for the court to reconsider its findings. However, the court denied Defendant's motion. The Defendant request the Court to include in order identifying the originally recorded Plat was not persuasive enough to reconsider its finding in favor of the Plaintiff. If the court the Court declines to consider the evidence, which created a genuine issue of fact, solely because it contradicted the admissions in the Answer Defendant's prior counsel filed and the court deemed those admissions as dispositive and controlling on the issues before the court.

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G. Easements

The Defendant requests this court to make a finding that if the reservation of rights across Lot B-2 as expressed in the First Amendment does not exist then the following reservations benefiting Lot B-2 do not exists:

> 2. The owners of Lot B-2 do not have a "non-exclusive right to utilize the parking areas shown the on the Plat attached as Exhibit B. together with all "utility easements, drainage easements, walkways, ingress/egress easements, buffer easements and any other easements:
>
> 3. The owner of Lot B-2 does not have the right to utilize one-fourth ¼ of the Westgate Office Park Horizontal Property Regime sign"

Additionally, the Court finds that although the owners of Lot B-1 received title to pursuant to the 1994 Plat and submitted the property to form the Regime. The Regime is not a successor in interest in title and any easements depicted and dedicated on the Plat were not granted.

Generally, when a deed references a plat that contains an easement, an implied easement arises even though the deed itself is silent. Gooldy v. Storage Ctr.-Platt Springs, LLC, 422 S.C. 332, 338-39, 811 S.E.2d 779, 782 (2018) (citing McAllister v. Smiley, 301 S.C. 10, 12, 389 S.E.2d 857, 859 (1990)). Stated differently, a presumption of an implied easement arises unless rebutted by a specific, contrary intention by the grantor. Newington Plantation Estates Ass'n v. Newington Plantation Estates, 318 S.C. 362, 365, 458 S.E.2d 36, 38 (1995) ("Absent evidence of the seller's intent to the contrary, a conveyance of land that references a map depicting streets conveys to the purchaser, as a matter of law, a private easement by implication with respect to those streets, whether or not there is a dedication to public use.").

H. The Declaration and Covenants recorded prior to the Master Deed

Taking into consideration the Court's decision, the Court may need to make certain finding relating to the Declaration of Protective Covenant Restrictions and Conditions Westgate Office Park Landowners Maintenance Association recorded in Deed Book V284 Page 582 (the "Declarations'). The Declaration were recorded prior to the Master Deed. The Court would potentially need to find the three properties described in Exhibit A to the Declarations are the same properties described in Exhibit A to the Master Deed.

Property, whether subject to the Horizontal Property Act, may, of course, be governed by restrictive covenants. Real covenants have been defined as "agreements . . . to do, or refrain from doing, certain things with respect to real property." Queen's Grant II Horizontal Prop. Regime v. Greenwood Dev. Corp., 368 S.C. 342, 361, 628 S.E.2d 902, 913 (Ct. App. 2006) 20 Am. Jur. 2d Covenants, Conditions, and Restrictions § 1 (2005). Therefore, covenants, "in a sense are contractual in nature and bind the parties thereto in the same manner as would any other contract." Id.; (citing Seabrook Island Prop. Owners Assoc.

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v. Pelzer, 292 S.C. 343, 356 S.E.2d 411 (Ct. App. 1987)). Restrictive covenants will be enforced unless they are indefinite or contravene public policy. *Id.* (citing Sea Pines Plantation Co. v. Wells, 294 S.C. 266, 270, 363 S.E.2d 891, 894 (1987)).

The court may need to determine if the third Property described in Exhibit A to the Declarations is the same property described in the Master Deed which forms the basis of this DJ action. If it does deem it necessary to make a finding on this matter, then presumably it would need find for the all the reasons is may set forth in its order to find Plaintiff's lot is not subject to Master Deed are the same reasons Plaintiff's lot is not subject to the Declaration.

Conclusion

Defendant respectfully requests this court to consider the above before signing Plaintiff's proposed order in its current form. The information above would allow for a complete record on appeal and a clear understanding of the specific factual findings and conclusions, which supports granting Summary Judgment in favor of Plaintiff and denying Defendant's Motion to Reconsider.

With kindest regards,

Yours truly,

Erika V. Harrison

EVH:evh
cc: John Massalon (via email)

REAL PROPERTY RECORD

CHARLESTON COUNTY, S. C.

1.	T. M. No. 351 — 10 — 0 LOT 39	GEOGRAPHICAL AREA	CITY OF CHARLESTON ~~ST. ANDREWS FSD~~					TAX DISTRICT NO.	4-3 X
2.	TITLE OF OWNERSHIP	DATE OF MO. DAY YR.	DEED BOOK	DEED PAGE	$ INDICATED PURCHASE PRICE	CODE	MAILING ADDRESS		
3.	WARING, Louis L., Jr. (1)	10-66	P86	11					
4.	WARING, Perry Keith and Donna	3-19-98	G299	203	85,000		1847 Ashley River Rd Ste 100 29407		
5.	WESTGATE OFFICE PARK	5-30-97	U284	117			1847 Ashley River Rd Chas SC 29407		
6.									
7.									
8.									
9.									

10. PROPERTY LOCATION: Wallace School RD, — SUBDIVISION: WESTGATE OFFICE PARK

11. Lot B-2 CONDO MASTER FILE — Block — Tract No. — Parcel No. — Other

12. ACREAGE: High Land 1.23 — Marsh Land — Total Acres 1.23 — ACREAGE TAKEN FROM: DEED ( ), PLAT (✓), COMPUTATIONS ( )

13. MEASUREMENTS: Road Frontage 176.20 × 199.84 386.08 × 87.08 × 215.72 94.12 X

14. PLATS RECORDED IN: V-48, N86-290, BW-48, Y184-751, EB-810, Y283-476, U284-117 (Master Deed) — COPY OF CURRENT PLAT IN TAX MAP WORK SHEET FOLDER ✓

15. PT LT B WARING V 48 .39 ac

16.	YEAR ASSESSMENT FOR:	1968	1971	COMPUTERIZED								3/25/98
17.	LAND ASSESSMENT $	25	110							COMPUTERIZED		
18.	BUILDING ASSESSMENT $	1200	1100	OCT 17 1989			COMPUTERIZED			3-31-94		
19.	TOTAL ASSESSMENT $	1225	1210	By			CHECKED 5-22-81				11-5-79 SP	X
20.	NUMBER OF BUILDINGS	1	1									
21.	TOTAL APPRAISED VALUE $		21,300									

22.	BUILDING PERMIT ISSUING AUTHORITY	PERMIT NUMBER	DATE OF MO. DAY YR.	DESCRIPTION OF WORK	ESTIMATED COST AS TAKEN FROM PERMIT $	1960-68 TAX MAP CODE
23.						TMS 84 BLOCK 1 LOT 2A
24.						
25.						"X" IN LAST COLUMN, SEE REVERSE SIDE FOR ADDITIONAL REMARKS

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LINE #19--file #2538 dtd 11-21-67, for 1967 asmt change

LINE #13--Per re-survey plat BW-48, the measurements are changed from 88 x 196.6 x 88.2 x 193.8 to 88 x 199.9 x 88 x 194.3, and the legal is changed from Pt. Lot B to Lot B-2 for 1990. 8-3-89 sw

LINE #1--Previously mapped in St. Andrews PSD district 6-2, annexed to City of Charleston, district 6-3 for 1994 by ordinance no. 1993-292, ratified on 08-31-93. 3/15/94 cdf

LINE# 12--Prev. mapped as Lt. B-2,By Plat EB-810 portion seperated and added to the following PID# 351-10-00-066, 097, and 098 for 1998, legal for this card is Lot B-2 Westgate Office Park. 8-11-9 lbs

LINE# 12--Prev. mapped as Lot B-2, Westgate Office Park, Per mapping this is now known as Westgate Office Park Condo Master File. 7-15-98 lbs

LINE# 12--Prev. mapped as Lot B-2 Condo Master File By Master Deed U284-117 delete Pid# 351-10-00-066 and 093 and combine it with this card for 1999, New acreage for this card 1.23 ac. hi. West Gate Park 11-12-99 lbs

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1006058

Bay Light Llc
PLAINTIFF(S)

Westgate Office Park Landowners Maintenance Association Inc
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

Judge Price's previous order granting summary judgment is vacated. If the parties would like a formal order they should feel free to submit one for our review.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/20/2020 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

R. p. 256

ELECTRONICALLY FILED - 2020 Aug 20 4:40 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

Court Reporter:

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

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Charleston Common Pleas

Case Caption: Bay Light Llc VS Westgate Office Park Landowners Maintenance Association Inc

Case Number: 2019CP1006058

Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

R. p. 258

ELECTRONICALLY FILED - 2020 Aug 24 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

WILLS MASSALON & ALLEN LLC

97 Broad Street • Charleston, SC 29401 • Post Office Box 859 • Charleston, SC 29402
Phone: 843-727-1144 • Fax: 843-727-7696 • www.wmalawfirm.net

August 24, 2020

Direct Dial: (843) 793-6039

VIA E-MAIL AND ECF
The Honorable Bentley Price
Charleston County Judicial Center
100 Broad Street, Suite 432
Charleston, SC 29401
bpricelc@sccourts.org

RE: Bay Light, LLC v. Westgate Office Park Landowners Maintenance Association, Inc.
Case No.: 2019-CP-10-6058
Our File No.: 2267-1

Dear Judge Price:

Following receipt of Ms. Harrison's comments on the proposed order granting summary judgment in the above-referenced matter that was previously signed and vacated, we are re-submitting that same order for the Court's consideration. Please see the attached proposed order, also being submitted via ECF. If you have any questions, please do not hesitate to contact me.

With kind regards, I am

Sincerely,

WILLS MASSALON & ALLEN LLC

John Massalon

John A. Massalon
jmassalon@wmalawfirm.net

JAM/cb
Enclosure

cc: Dr. Terri Southard (via e-mail)
Erika V. Harrison, Esquire (via e-mail)

WILLS MASSALON & ALLEN LLC

97 Broad Street • Charleston, SC 29401 • Post Office Box 859 • Charleston, SC 29402
Phone: 843-727-1144 • Fax: 843-727-7696 • www.wmalawfirm.net

August 28, 2020

Direct Dial: (843) 793-6039

VIA E-MAIL AND ECF
The Honorable Bentley Price
Charleston County Judicial Center
100 Broad Street, Suite 432
Charleston, SC 29401
bpricelc@sccourts.org

RE: Bay Light, LLC v. Westgate Office Park Landowners Maintenance Association, Inc.
Case No.: 2019-CP-10-6058
Our File No.: 2267-1

Dear Judge Price:

I am in receipt of Ms. Harrison's proposed order filed on August 27, 2020. The Defendant's proposed order does not memorialize the Court's decision to grant summary judgment as indicated in the Form 4 order dated July 21, 2020 granting summary judgment to Plaintiff. Therefore, I request that the Court reject Defendant's proposed order and sign the Plaintiff's proposed order which I resubmitted on August 24th and filed via ECF. If you have any questions, please do not hesitate to contact me.

With kind regards, I am

Sincerely,

WILLS MASSALON & ALLEN LLC

John Massalon

John A. Massalon
jmassalon@wmalawfirm.net

cc: Dr. Terri Southard (via e-mail)
Erika V. Harrison, Esquire (via e-mail)

ELECTRONICALLY FILED - 2020 Aug 31 12:55 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

EHV | THE LAW OFFICE OF
ERIKA V. HARRISON
PERSISTENCE • PERSEVERANCE • PERSONAL SERVICE

92 LINE STREET | CHARLESTON | SOUTH CAROLINA | 29403
T | 843.302.1900 F | ERIKA@ERIKAHARRISON.COM

VIA EMAIL
The Honorable Julie J. Armstrong
100 Broad St.
Charleston, SC 29401

August 31, 20

Re: Bay Light, LLC v. Westgate Office Park Horizontal Property Regime
Case No.: 2019 -CP-10-6058

Dear Ms. Armstrong:

I am formally requesting the attached letter be filed with the Court along with the letter to the court and the "Revised Order". The purpose of the letter is to respond to Plaintiff's letter filed with the Court on August 31, 2020.

With kindest regards,

Yours truly
s/Erika V. Harrison

EVH:evh

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R. p. 261

ELECTRONICALLY FILED - 2020 Aug 31 12:55 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

EHV | THE LAW OFFICE OF
ERIKA V. HARRISON
PERSISTENCE • PERSEVERANCE • PERSONAL SERVICE

92 LINE STREET | CHARLESTON | SOUTH CAROLINA | 29403
T | 843.302.1900 F | ERIKA@ERIKAHARRISON.COM

VIA Email
The Honorable Bentley Price
100 Broad Street, Suite 432.
Charleston, SC 29401

August 31, 2020

Re: Bay Light, LLC v. Westgate Office Park Horizontal Property Regime
Case No.: 2019 -CP-10-6058

Dear Judge Price:

This letter in response to Plaintiff's Letter filed on August 31, 2020. In its letter Plaintiff states:

> *"The Defendant's proposed order does not memorialize the Court's decision to grant summary judgment as indicated in the Form 4 order dated July 21, 2020 granting summary judgment to Plaintiff."*

I believe Plaintiff's concern was addressed in the first paragraph of Defendant's proposed order filed with the Court.

My interpretation of the August 20, 2020 Form 4 Order articulating its request to present proposed orders and indicating "This Order does not end the case" was the Court exercising its discretion and broad powers to rescind the entry of order on July 21, 2020 granting Plaintiff's Motion for Summary Judgment.

Please find attached the revised the first paragraph of Defendant's proposed order which addresses the basis for drafting an order which proposes denying Plaintiff's Motion for Summary Judgment.

With kindest regards,

Yours truly,

Erika V. Harrison

EVH:evh
cc: John A. Massalon *(via email)*

/Users/erikaharrison/Dropbox/Clio/Harrison, Erika/14.Harriso.00002/Potential Client/WestgateHPR/LtrPrice_OrderRevised.docx

ELECTRONICALLY FILED - 2020 Aug 31 12:55 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO. 2019-CP-10-06058
BAY LIGHT, LLC PLAINTIFF, VS. WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME DEFENDANT.	**ORDER DENYING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

Plaintiff's filed a Motion for Summary Judgment, which this Court granted on July 21, 2020 and filed a Form 4 (the box checked note "This ends the case") Defendant's Counsel filed a Motion to Reconsider which this Court denied on August 5, 2020 and filed a Form 4 (the box checked notes "This ends the case"). Plaintiff submitted a proposed formal written order granting Plaintiff's Motion for Summary Judgment and Denying Defendant's Motion for Reconsideration. On August 18, 2020, the Court signed and filed the proposed Order Granting Plaintiff's Motion for Summary Judgment and Denying Defendant's Motion for Reconsideration prior the Defendant's counsel submitting comments. Defendant submitted their comments in the interim and requested this Court to vacate the Order Granting Plaintiff's Motion for Summary Judgment and Denying Defendant's Motion for Reconsideration. Based on Defendant's comments to Plaintiff's proposed order, this Court now vacates its original entry of its order granting Summary Judgment in favor of the Plaintiff on July 21, 2020 This Court's August 20, 2020 Form 4 Order vacating the grant of summary judgment noted "***This order does not end the case"*** (emphasis added) and ordered both parties to submit their proposed order for the court's review.

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Declaratory Judgment

The Plaintiff moved for summary judgment on its Declaratory Judgment Action. Actions for declaratory judgment are neither legal nor equitable; instead, the nature of the action depends on the underlying issues. Reyhani v. Stone Creek Cove Condo. II Horizontal Prop. Regime, 329 S.C. 206, 211, 494 S.E.2d 465, 468 (Ct. App. 1997); citing Felts v. Richland County, 303 S.C. 354, 400 S.E.2d 781 (1991). The interpretation of a deed is an equitable matter. Id. citing, Heritage Fed. Sav. & Loan Ass'n v. Eagle Lake & Golf Condo., 318 S.C. 535, 539, 458 S.E.2d 561, 564 (Ct. App. 1995). Wayburn v. Smith, 263 S.C. 518, 211 S.E.2d 560 (1975), citing Hann v. Carolina Cas. Ins. Co., 252 S.C. 518, 167 S.E.2d 420 (1969); Wolf v. Hayes, 161 S.C. 293, 159 S.E. 620 (1931). The allegations in the Plaintiff's Complaint and the basis of its Motion for Summary Judgment require an interpretation of Defendant's Master Deed and the "allied documents", which includes the plats, declaration of covenants and the underlying deeds and plats for the properties allegedly submitted to form the regime. This Court finds this is matter based in equity.

Standard of Review for Summary Judgment

The Supreme Court in Bluestein v. Town of Sullivan's Island set forth this Court's standard of review pursuant to Rule 56. SCRCP. Bluestein v. Town of Sullivan's Island, 429 S.C. 458, 462-463, 839 S.E.2d 879, 881 (2019).

> "Summary judgment is appropriate when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law. When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party. It is a question of law for the court whether the language of a contract is ambiguous. A [deed] is ambiguous when the terms of the [deed] are reasonably susceptible of more than one interpretation. In construing a deed, the intention of the grantor must be ascertained and effectuated, unless that contravenes some well settled rule of law or public policy. 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. When the [deed] is ambiguous the court

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> may take into consideration the circumstances surrounding its execution in determining the intent."

Id. (citations omitted).

Findings of Fact and Conclusions of Law

The owners of three separate lots executed the Westgate Office Park Regime Master Deed in 1996 and the same was recorded on May 31, 1997. The Master Deed's Property Description, separately describes: (1) Lot B-3B (TMS No. 351-10-0-093) owned by Perry K. Waring, Anthony B. O'Neil, and Arthur C. McFarland, ("Parcel 1"), (2) Lot B-1 (TMS. No. 351-10-00-66) owned by Larry J. Ferguson, Mabel Ferguson, Perry K. Waring, and Louis L. Waring, Jr. ("Parcel 2); and (3) a Lot identified as a "Portion of Lot B, with corners lettered A, B, C, D, and A" (TMS. No. 351-10-039) ("Parcel 3") owned by Louis L. Waring, Jr. Also attached to the Master Deed is Exhibit B, a "A Plat of the Westgate Office Park" depicting the regime's property boundaries, for Lot B-3B, Lot B-1 and Lot B-2. This exhibit depicts the location of easements across each lot, the location of suites, notes the property owners, and collectively all the parcel TMS No. submitted to the regime 39, 66 and 93, and the square footage of each Parcel. The Plat specifically identifies Louis L. Waring, Jr. and Perry K. Waring as the Co-Owners of Suite 300 located on Lot B-1 and Louis L. Waring, Jr as the sole owner of Lot B-2. At the time a Regime's Master Deed is filed, there must be attached a plat showing the property's boundary. S.C. Code Ann. § 27-31-110. The statute defines "Property" means and includes (1) the land whether leasehold or in fee simple and whether or not submerged, (2) the building, all improvements, and structures on the land, in existence or to be constructed, and (3) all easements, rights, and appurtenances belonging thereto" S.C. Code Ann. § 27-31-20. The Plaintiff contends a plat was not recorded with the original Master Deed therefore all subsequent re-recordings and amendments creating easements across Lot B-2 are invalid. The Defendant presented evidence of the of a Plat being attached to the Master Deed based upon the Re-Recorded Master Deed's Exhibit B being marked with the original Master Deed's Book and Page

Number from the Charleston County Register Deed's Office. Therefore, this Court finds a genuine issue of material fact Lot B-2 being submitted a to create the Defendant regime and the Regime's property including all the easements depicted across Lot B-2 for the benefit of the Regime's co-owners.

The Plaintiff asserts their property identified as Lot B-2 which is noted as having TMS No. 351-10-00-099 is not Parcel 3 because it is not identified as Lot B-2 and its TMS No. is 351-10-00-039. Contrary to Plaintiff's assertion the facts in the record indicate Parcel 3 is Lot B-2. Plaintiff's Lot B-2 is the same lot solely owned by Louis J. Waring, Jr as described as that "Portion of Lot B with corners A-B-C-D-A". The Court takes judicial notice of the public record for Parcel. The public records confirms the lot was resurveyed and the lot was renamed Lot B-2 in 1989 Secondly, Defendant points to Parcel 2's property description in the Master Deed. Parcel 2 is described from a plat recorded in 1994 of the property Line Adjustment of Lot B-1 and Lot B-2. Further, this 1994 Plat notes easements depicted across Lot B-2 are for Westgate Office Park. Additionally, this plat shows Lot B-2 as being owned by Louis Waring, Jr. and identified with a TMS No. ending in 39. The Lot B-2 on the 1994 Plat has generally the same boundaries in the Plat from which Plaintiff's property description is described which is also the same Plat attached to the Defendant's Master Deed. Lastly, one of the Plaintiff's predecessor in title is Louis J. Waring, Jr.'s son and daughter in law, Perry K. Waring and Donna Waring. There is no other conveyance by Louis Waring Jr. of the lot deeded to him in 1966 except for its submission to the regime. The Court finds a genuine issue of material fact exists as to Plaintiff's Lot B-2 being the same lot submitted to the Regime based on the property description and plats of record and easements existing across a Lot B-2 for the benefit of the successors in interest to Lot B-1 and the easements dedicated to Defendant Westgate Office Park.

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Finally, the Plaintiff asserts the Defendant's answer to the complaint is an admission Lot B-2 was not originally part of the regime; however, Defendant clearly asserts the record disputes the position the regime "never" owned the property and that any easement across Lot B-2 by the recording of submission of the property to the regime by the recording of the Master Deed and the First Amendment to the Master Deed are not valid. Further, Plantiff asserts the First Amendment's attempts to create an easement is not valid because the recitals indicate Lot B-2 was not to have been included but was solely an out parcel. Yet, even it was not to be included in the regime, the Court of Appeals has addressed the waiver (removal) of property from a regime. Once common elements, such as easements and parking, were set aside and vested in the co-owners, such co-owners could not be unilaterally deprived of their interests. Reyhani v. Stone Creek Cove Condo. II Horizontal Prop. Regime, 329 S.C. 206, 494 S.E.2d 465 (S.C. Ct. App. 1997). Consent is required; however, the Court finds there is a genuine issue of material fact as to the ability of Co-Owners to subject the removal or waiver of property from a regime to certain restrictions and easements.

Based on the foregoing, the Court finds there are genuine issues of fact; therefore, the Plaintiff's Motion for Summary Judgment is **DENIED.**

THE HONORABLE BENTLEY PRICE
NINTH JUDICIAL CIRCUIT
COURT OF COMMON PLEAS

DATE:
CHARLESTON, SOUTH CAROLINA

ELECTRONICALLY FILED - 2020 Sep 01 12:55 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO. 2019-CP-10-06058
BAY LIGHT, LLC PLAINTIFF, VS. WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME DEFENDANT.	**NOTICE OF MOTION** **AND** **MOTION TO AMEND ANSWER**

NOW COMES the Defendant Westgate Office Park Horizontal Property Regime, by and through their undersigned counsel and hereby moves this Court for an order pursuant to Rule 15, SCRCP, granting Defendant leave to file an Amended Answer to Plaintiff's Complaint. Generally, courts are encouraged to grant leave to amend the pleadings when justice so requires and does not prejudice any other party. Patton v. Miller, 420 S.C. 471, 489-90, 804 S.E.2d 252, 261-62 (2017) (citing Parker v. Spartanburg Sanitary Sewer Dist., 362 S.C. 276, 286, 607 S.E.2d 711, 717 (Ct. App. 2005) and Jarrell v. Seaboard Sys. R.R., Inc., 294 S.C. 183, 186, 363 S.E.2d 398, 399 (Ct. App. 1987)). The Defendant's Motion to Amend is based upon the following:

A. Defendants retained new counsel. After a careful review, counsel believes it is necessary to amend the answer. At a very a minimum, Defendant's Counsel requests leave to amend the answer to certain allegations in Plaintiff's Complaint.

Plaintiff's Complaint alleges in Paragraph 13 and 14 the following:

> "¶ 13. The Master Deed did not convey Lot B-2 to Defendant as part of the Regime '
>
> ¶ 14. The Master Deed did not convey to condominium owners in the Regime any rights of ingress/egress or easements on Lot B-2."

Defendant's Answer states:

> "¶ 3. Defendant admits the allegations in Paragraphs. . . 13, 14. . ."

Plaintiff's Complaint alleges in Paragraph 15 the following:

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> "¶ 15. Defendant Does not own and has never owned Lot B-2 as part of the Regime nor does Defendant have any rights to use Lot B-2 for parking or ingress /egress. "

Defendant's Answer states:

> ¶4 "Defendant Admits the allegations contained in paragraph 15 that allege that Defendant does not own and has never owned Lot B-2 as apart of the Regime; however, Defendant denies the remaining portion of Paragraph 15. . ."

B. Defendant's Counsel believes ¶ 13, 14, and 15 of Plaintiff's complaint were inadvertently admitted. A search of the Charleston County Auditor and Register of Deeds (the "Public Record") suggests a different answer/response was warranted. (Exh. A). Defendant's present counsel believes the Public Record contradicts Plaintiff's allegations in ¶ 13, 14, and 15 and it is necessary to deny Plaintiff's allegations without any reservations or caveats.

C. The Public Record indicates Louis Waring, Jr. owned Lot B-2, the property in dispute, submitted it to the Defendant regime and the subjected it to certain uses, restrictions, easements for ingress/egress, and parking and other conditions for the benefit of Defendant Regime and its co-owners.

D. Finally, Defendant's counsel believes it is necessary to assert available defenses (counterclaims).

The Defendant respectfully requests this Court to grant its Motion to Amend its Answer. This motion may be supplemented with additional supporting exhibits, affidavits and/or memoranda.

LAW OFFICES OF ERIKA V. HARRISON

/S/ERIKA V. HARRISON
ERIKA V. HARRISON
SC BAR NO: 73024
92 LINE ST.
CHARLESTON, SC 29403
(843) 302-1900 [TELE]
(843) 819-2527 [MOBILE]
ERIKA@ERIKAHARRISON.COM
ATTORNEY FOR THE DEFENDANT

DATE: AUGUST 31,2020
CHARLESTON, SOUTH CAROLINA

ELECTRONICALLY FILED - 2020 Sep 01 12:55 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

EXHIBIT A

TITLE HISTORY AND PUBLIC RECORDS SEARCH

1. Public Records referencing "Westgate Office Park"

	Date	Location	Document
1	May 12, 1997	Plat Book EB Page 810	A Plat of the Westgate Office Park
2	May 30, 1997	Book V284 Page 582	Declaration of Protective Covenant Restrictions and Conditions Westgate Office Park Landowners Maintenance Association
3.	May 30, 1997	Book U284 at Page 117	Master Deed of Westgate Office Park Horizontal Property Regime.
3	July 29, 1997	Book R 287 Page 175	Re-Recorded Master Deed for Westgate Office Park Horizontal Property Regime
4	June 8, 2005	Book Z539 Page 444	First Amendment to the Master Deed for Westgate Office Park Horizontal Property
5.	Dec. 21, 2005	Book R609 Page 525	Re-recorded First Amendment to the Master Deed for Westgate Office Park Horizontal Property Regime

2. Public Records referencing the property conveyed in1966 to Louis Waring, Jr.

	Date	Location	Document
1,		Charleston County Auditor's Office	Property Record Card
2	July 16, 1966	Plat Book V Page 48	Plat of Showing Portion of Lot B from points A-B-C-D-A.
3.	Aug. 28, 1966	Book P086 Page 11	Deed of Waring to Louis Waring, Jr. of portion of Lot B between points "A-B-C-D-A"
4	June 7, 1989	Book BW Page 45	Plat of Lot B-1 owned by Abraham Waring and Margaret C. Waring, Lot B-2 owned by Louis J. Waring Jr. and Lot B-3, owned by Geneva Waring.
5	July 21, 1994	Plat Book EA Page 662	Plat Showing the Property Line Adjustment of Lot B-1 and Lot B-2

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	Reference Notes No. 1: "Property Owned by Margaret Capers (Lot B-1) and Louis L. Waring Jr. (LOT B-2)		
	Note: "Easements Shown hereon are for the use of and to be maintained by Westgate Office Park"		
6.	May 2, 1995	U257 Page 004	Margaret Capers Waring Deed of Lot B-1 to Louis L. Waring, Jr, and Perry K. Waring, Larry and Mabel Ferguson
7	May 12, 1997	Plat Book EB at Page 810	A Plat of the Westgate Office Park
	Reference Notes No. 1: Lot B-2 Owned by Louis L. Waring, Jr.		
7.	March 5, 1998	Book G299 Page 20.	Louis J. Waring, Jr.'s Deed of Lot B -2 to Perry K. Waring and Donna Waring
8.	June 8, 2005	Book Z539 Page 444	First Amendment to Westgate Master Deed
	Recorded at 8:56am by Bruce Berlinksy See Page Z539PG418		
9.	June 8, 2005	Z539 Page 415	Perry K. and Donna Waring Deed of Lot B-2, et. al. to Calvary Chapel

Recorded at 8:58 by Bruce Berlinsky See Page Z539PG450

ELECTRONICALLY FILED - 2020 Sep 01 7:25 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO. 2019-CP-10-06058
BAY LIGHT, LLC PLAINTIFF, VS. WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME DEFENDANT.	**NOTICE OF MOTION** **AND** **MOTION TO INTERVENE**

NOW COMES, individually, Perry K. Waring ("Waring"), Arthur C. McFarland ("McFarland') , Anthony B. O'Neil ("O'Neil"), Larry J. Ferguson and Mabel Ferguson, (the "Fergusons"), Sarbabi Masindet ("Masindet"), and Ashley Hall LLC ("Ashley Hall LLC") by their undersigned counsel, to move this Court pursuant to Rule 17 and 24 for an Order granting leave for these parties to intervene in this matter. The parties' motion is based upon the following:

A. Prior to the creation of the Westgate Office Park Horizontal Regime, Waring, McFarland, O'Neil, and the Fergusons, (collectively the "Developers") were identified as the Developers of the Westgate Office Park Landowner's Maintenance Association.[1] The Developers subjected the property to the "Declaration of Protective Covenants Restrictions and Conditions Westgate Office Park Landowner's Maintenance Association" dated October 30, 1996 and recorded May 30, 1997 in Book V284 at Page 582 (hereinafter the "Covenants"). Exh. A.

B. The Westgate Office Park Regime council of Co-Owners was formally known as the Westgate Office Park Landowner's Maintenance Association, Inc., a South Carolina nonprofit corporation. Article of Incorporation were filed on June 10, 1997 and forfeiture was filed on December 28, 1998. Exh. B. The current co-owners are:

Unit/Suite	Owner
Unit 100	Perry K. Waring
Unit 200	Arthur C. McFarland and Anthony O'Neil
Unit 300	Sarbabi Masindet
Unit 400	Ashley Hall, LLC

[1] Also identified as a Developer in the Covenants was Louis Waring, Jr. who is now deceased.

ELECTRONICALLY FILED - 2020 Sep 01 7:25 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

C. The Regime cannot adequately represent the Developers' and Co-Owners' interests in Plaintiff's property, Lot B-2. The Developers subjected Lot B-2 to the Covenants (and the Defendant Regime). Further, the covenants have not been terminated and Lot B-2 is still subject to the Covenants. Moreover, the Co-Owners in the Regime have an undivided interest in the Regime's common element's; however, each unit owner's interest and use in the easement and common elements across Lot B-2 may differ. Additionally, the council of co-owners is not de facto an unincorporated association as there is no formal organization which represents the Co-Owners' interests.

Based on the above, the parties respectfully request this Court grant their motion to intervene and join as Defendants in this matter. Further, the parties may supplement this motion with affidavits, memoranda and exhibits.

LAW OFFICES OF ERIKA V. HARRISON

/S/ERIKA V. HARRISON
ERIKA V. HARRISON
SC BAR NO: 73024
92 LINE ST.
CHARLESTON, SC 29403
(843) 302-1900 [TELE]
(843) 819-2527 [MOBILE]
ERIKA@ERIKAHARRISON.COM
ATTORNEY FOR PERRY K. WARING, ARTHUR C. MCFARLAND, ANTHONY B. O'NEIL LARRY J. FERGUSON, MABEL FERGUSON, SARBABI MASINDET AND ASHLEY HALL LLC

DATE: AUGUST 31, 2020
CHARLESTON, SOUTH CAROLINA

ELECTRONICALLY FILED - 2020 Sep 01 7:25 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

DECLARATION OF PROTECTIVE COVENANTS RESTRICTIONS AND CONDITIONS WESTGATE OFFICE PARK LANDOWNERS MAINTENANCE ASSOCIATION

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THIS DECLARATION OF PROTECTIVE COVENANTS is made and published this 30th day of October, 1996, by LARRY J. FERGUSON, MABEL FERGUSON, ARTHUR C. MCFARLAND, ANTHONY B. O'NEILL, PERRY K. WARING and LOUIS WARING, II (hereinafter referred to as the "Developer".)

W I T N E S S E T H :

WHEREAS, the Developer is the owner of the real property described in this Declaration and desires to create thereon a planned professional office park; and

WHEREAS, the Developer desires to subject the real property described in this Declaration, together with such additions as may hereafter be made, as provided in these Declarations, to the covenants, restrictions, conditions, easements and affirmative obligations hereinafter set forth, each and all of which is and are hereby declared to be the benefit of said property and each and every owner of any and all parts thereof;

NOW, THEREFORE, the Developer declares that the real property described in this Declaration and any additions thereto as may hereafter be made pursuant to this Declaration is and shall be held and transferred, sold, conveyed, mortgaged or otherwise encumbered, given, donated, leased, occupied and used subject to all of the covenants, restrictions, conditions, easements and obligations herein set forth whether or not said covenants, restrictions, conditions, easements and obligations, are or may be set forth in future deeds to said real property or to portions thereof. Said covenants, restrictions, conditions, easements and obligations are to run with the land and shall be binding on the Developer and all persons claiming under the Developer until the expiration of a term of ten (10) years from the date this Declaration is filed for record with the Register of Mesne Conveyance for Charleston County, South Carolina, at which time said covenants shall be automatically extended for successive periods of five (5) years each unless by a seventy-five (75%) per cent vote of the then owners of tracts in said area signified by their executing an instrument to the effect duly recorded in the R.M.C. Office for Charleston County, it is agreed to revoke said covenants or to amend them in whole or in part.

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ARTICLE I

DEFINITIONS

Section 1. "Declaration" shall mean the within instrument as well as the covenants, restrictions, easements, changes, obligations and other provisions hereof as they may from time to time be amended as provided herein.

Section 2. "Supplementary Declaration" shall mean and refer to any declaration of protective covenants, restrictions and conditions which may be recorded by the Developer, which extends the provisions of this Declaration to one or more parcels or tracts or real property and which contains provisions for such tract or parcel of real property that are complementary to this Declaration.

Section 3. "Developer" shall mean and refer to LARRY J. FERGUSON, MABEL FERGUSON, ARTHUR C. MCFARLAND, ANTHONY B. O'NEILL, LOUIS WARING and PERRY K. WARING their successors and assigns.

Section 4. "Property" shall mean the real property shown as _____ as shown on a Plat thereof by _____ entitled "_____ dated October ____, 1996, and recorded in the R. M.C. Office for Charleston County in Plat Book _____, at Page _____. Said subdivision shall be known as WESTGATE OFFICE PARK.

Section 5. "Architectural Control Committee" or "Committee" shall mean and refer to that committee described in Article III hereof.

Section 6. "Building" shall mean and refer to any structure or portion of a structure situate upon the property.

Section 7. "Tract" shall mean and refer to any parcel or land shown upon the recorded subdivision plat or plats of the property.

Section 8. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of Court for Charleston County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entity or entities of fee simple title to any Tract, but the term "Owner" shall not mean or refer to any mortgages or holder of a security deed, its successors or assigns unless and until such mortgage or holder of a security deed has acquired title pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure and has held such title for a period of one year, and the term "Owner" shall not mean or refer to any lessee or tenant of any Owner.

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Section 7. "Tract" shall mean and refer to any parcel or land shown upon the recorded subdivision plat or plats of the property.

Section 8. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of Court for Charleston County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entity or entities of fee simple title to any Tract, but the term "Owner" shall not mean or refer to any mortgages or holder of a security deed, its successors or assigns unless and until such mortgage or holder of a security deed has acquired title pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure and has held such title for a period of one year, and the term "Owner" shall not mean or refer to any lessee or tenant of any Owner.

Section 9. "Association" shall mean the Westgate Professional Park Cluster Association.

ARTICLE II

USE

No tract shall be use except for Commercial, Professional, Restaurant, or Office Buildings purposes, or a direct support facility to such uses. Only one Building may be erected on any Tract.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Guidelines. (a) It is the intent of the Developer that each building be individually designed in harmony with its surrounding and to be aesthetically pleasing to all public views. Considerations shall include quality of buildings and scale with other buildings in the vicinity; respect for the appropriate relationships with the natural features of the Tract; and thoughtful planning of external functions, including provisions for sufficient off-street parking and screening of utility areas. It is the Developer's intent to stress building compatibility with its environmental in style, scale, site location, texture and color.

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(b) The exterior of all Buildings, and including all site work and a reasonably sufficient amount of landscaping, must be completed within one year after beginning construction of the Building unless such requirement shall result in great hardship to the Owner or builder due to strikes, fires, national emergencies or natural calamities.

(c) It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of Buildings or grounds which shall tend to decease the beauty of any specific tract or the Property as a whole.

(d) each Owner shall provide paved, off-street parking prior to the occupancy of the Building constructed on each tract.

(e) Each Owner shall provide receptacles for trash and garbage in a screened area not generally visible from any street. In addition, service yards shall be screened from view. Plans delineating the size, design, texture, appearance and location of any fences and screening devices or medium must be approved by the Committee prior to construction.

(f) All utilities and services shall be placed underground from the property line or easement to any building on a tract. In routing utilities and services from the easement to the property line, no pavement section may be cut or in any way damaged without the prior approval of the Developer.

(g) Zoning restrictions applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive shall apply.

(h) Walkways shall be provided from all buildings to parking area according to design guidelines established by the Architectural Control Committee. It is the intention of the Developer that pedestrian circulation through all subdivisions of the Property is to be encouraged through the cooperation of Tract Owners and the Developer reserves the right to establish easements to accomplish this purpose.

Section 2. Approval by the Architectural Control Committee. No Building, wall, fence, walkway, paved area or sign shall be constructed, erected, altered or placed on any portion of

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the Property unless the construction, erection, placement or alteration of such shall have been approved in writing by the Architectural Control Committee. The Architectural Control Committee shall have sole discretion in approving all construction in every detail, including construction methods and practice and standards of design. The Architectural Control Committee may establish written or illustrated guidelines establishing common design and construction requirements as an instrument for carrying out its duties and as information to be used in preparing designs for each lot. The Architectural Control Committee shall decide whether to approve the construction of any Building in accordance with the following procedures:

(a) Before any Building, wall, fence, walkway, paved area or sign may be constructed, erected, altered or placed on any of the Property, the following information and materials shall be submitted by the Owner or Owner's agent to the Architectural Control Committee (hereinafter collectively referred to as the "Plans"): (I) A site plan showing the tract boundaries, existing topographic features, the proposed location of the Building, the finished floor elevation, and all proposed site improvements including utilities, driveways, parking lot(s), walkways, drainage feature, landscaping, etc: (ii) Floor plan(s) of the building to scale, fully dimensioned; (iii) North, South, East and West exterior elevation drawings of the Building at same scale as the plan(s), together with a schedule listing the proposed exterior materials and colors; (iv) Exterior materials and color samples or completed manufacturer's information for the proposed exterior building materials; (v) A construction schedule; and (vi) Any other information that the Architectural Control Committee may reasonably require. One copy of the Plans will be retained by the Committee for its records.

(b) Within thirty (30) days after the receipt of the Plans, the Architectural Control Committee shall determine whether the proposed building is of suitable quality of workmanship and materials and whether the proposed exterior design, location and elevation of the building will be harmonious with existing buildings and topography. After making such determination, the Architectural Control Committee shall do one of the following, which action may be approved by a majority of its members:

(i) Approve in writing the construction of the Building, in which event the Owner may commence construction of a

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Building in accordance with the information and material furnished to the Architectural Control Committee.

(ii) Disapprove in writing the construction of the Building, stating the cause of such disapproval. In the event the Architectural Control Committee disapproves the proposed construction of any Building on any Tract no building may be erected or placed on the said Tract without the Plans being resubmitted to the Architectural Control Committee by the Owner of said Tract and the Architectural Control Committee's approving such construction in accordance with the procedure set forth herein. The Committee may refuse to approve the Plans of any building for the reason, including purely aesthetic considerations, which in the sole discretion of the Committee has a reasonable basis in the Declaration.

(iii) In the event the Architectural Control Committee shall fail to approve or disapprove in writing the Plans which the Owner or its Owner's agent has submitted within the said thirty (30) days period, then the Owner shall there upon be deemed to be authorized to commence construction of the proposed Building on the said Tract provided that all construction work so performed on the Tract shall be only in accordance with the Plans submitted.

(iv) In order to assure that all construction and alteration work is performed in accordance with the Plans approved for such purpose by the Architectural Control Committee, the Architectural Control Committee, its agents and representatives, shall be permitted to enter upon any Tract and any portion of the Property from time to time while any construction or alteration work is in progress and inspect the improvements being constructed or altered thereon. In order to effectuate the foregoing, each Tract shall be subject to a license, exercisable by each and every member of the Architectural Control Committee, and the agents and representatives of the Architectural Control Committee, to enter and go upon each Tract for the purpose of inspecting all improvements being constructed or altered thereon.

Section 3. Architectural Control Committee; Membership and Term.

(a) The Architectural Control Committee shall consist of all owners.

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(b) Any action shall be considered by all three members of the Committee. In every instance requiring a vote by the Committee, a simple majority vote shall suffice.

(c) The authority of the Architectural Control Committee shall terminate and said Committee shall cease to exist at such time as the Developer shall file for record in the R.M.C. Office for Charleston County, South Carolina, a Certificate stating that the Architectural Control Committee is abolished.

Section 4. The Architectural Control Committee shall have the duty, the power and authority to enforce compliance with the Declaration by the Owner of any Tract in the performance of construction or alteration work thereon and may enforce compliance by any proceeding at law or in equity against the Owner of said Tract performing or causing to be performed said unauthorized work or against any person or persons violating or attempting to violate any covenant, restrictions or requirement herein either to restrain said violation or to recover damages. The failure by the Architectural Control Committee to prosecute an action for noncompliance with this Declaration shall in no event be deemed a waiver of its right to do so thereafter nor shall said failure to act preclude an action by any Owner of any Tract to enforce compliance with this Declaration.

ARTICLE IV

EASEMENTS AND COVENANTS WITH RESPECT THE PROPERTY

The Developer covenants and promises for itself and its successors and assigns in title to the Property that it will subject those area of the Property designated "Easement" "Parking and Ingress/Egress Easement" areas on the attached plat to mutually reciprocal rights of easements in favor of such portions of said property as shall be designated on the attached plat or otherwise designated herein and that it and its successors and assigns in title to the Property shall be subject to the burdens of said Easements as they affect the Property of the Developer, its successors and assigns in title thereto. Those areas designated "Easement" areas shall be for the benefit of the Owners of all Tracts into which the Property is or may be subdivided for sidewalks and for the construction, erection, installment, maintenance and use of electric, gas, sanitary sewer, water and drain lines and the pipes, poles, wires, cables and conduits by

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(2) That the areas designated on said plat by the words "Parking and Ingress/Egress and Easement" shall be subject to the following limitations as to use:

(a) No buildings or other structures shall be permitted or erected on said areas.

(b) No obstruction shall be placed or permitted on said areas which would prevent or impair the full use of said areas for parking.

(c) The Parking and Ingress/Egress Easement areas designated on said plat are for the non-exclusive use and benefit of the Owners, and it is hereby declared that said allocation and use by the removal of parking congestion in the neighborhood is for the mutual advantage and benefit of all Tracts in said Subdivision.

The aforesaid covenants, restrictions and limitations shall be covenants running with the land and shall be binding on the Developer, its successors and assigns in title to long said Tracts are subdivided for common commercial use as herein provided.

These covenants, restrictions and limitations are subject to amendment or revocation only by the written consent of all of the following:

(a) Developer

(b) The Owner of the particular Tract or Tracts in connection with which it is desired to alter, change, modify or revoke these restrictions, including the Owner or Owners of all Tracts whose rights are affected by said proposed change.

(c) The Owner or holder of any mortgage covering said Tract or Tracts in connection with which it is desired to alter, change, modify or revoke these restrictions.

ARTICLE V

NUISANCES

No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or which may become a source of annoyance or nuisance to any Owner.

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which or through which they may be operated as well as wires, cables and conduits for communication by telephone by cable television or by security signal or monitoring lines, together with such transformers, switch boxes, valves and appurtenance as may be desirable in the use and operation of said utility or communication lines. Those areas designated "Parking and "Ingress/Egress Easement" areas shall be for the parking of automobiles, and motor vehicles on a non-exclusive basis as to the Owners, agents, servants, customers and other invitees to said Tracts.

This covenants and promise runs with the land and by placing this Declaration on the public records, the Developer declares that provision for said Easements shall be incorporated by reference in such deeds and leases as the Developer hereafter may make of said property or of subdivisions thereof and that said Property or Subdivisions thereof shall be subject to the burden of said Easements and shall enjoy the benefit thereof whether or not said Easements are specifically reserved or specifically granted in future deeds which it may make of said Property or of portions thereof.

Furthermore, in implementing its proposed plan and scheme for the development of this Property and to ensure full enjoyment of the Easements to be created hereunder, the Developer covenants and agrees that said Property and Subdivisions thereof shall be subject to the following restrictions, limitations and rights as to future use of said premises:

(1) That the areas shown on said plat and designated "Easement" shall be subject to the following limitations and conditions as to use:

(a) That no buildings or other structures shall be permitted or erected on said areas.

(b) That no obstruction shall be placed or permitted on said areas so as to prevent the full access and use of said areas as a right-of-way for ingress, egress and regress for the benefit of all Tracts comprising the property covered by this Declaration.

(c) That no use shall be made of said areas except as walkways and the location of underground utility pipes and lines and facilities incidental thereto for the benefit of said Tracts shown on said plat.

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ARTICLE VI

TEMPORARY STRUCTURES

No Building of a temporary character shall be placed upon any Tract or any portion of the Property at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any building or to any shelters maintained by the Developer.

ARTICLE VII

SIGNS

No signs or other form of advertising of any kind shall be erected, placed or maintained on any part of the Property without approval of the Architectural Control Committee, nor shall any advertising, so approved, be changed without said approval.

ARTICLE VIII

GARBAGE AND REFUSE DISPOSAL

No Tract shall be used or maintained as a dumping ground for trash, garbage or rubbish or for the outdoor storage of equipment or materials. Trash, garbage or other waste shall not be kept except in sanitary containers, which shall be screened from view from the streets and adjoining Tracts. No trash, rubbish, garbage or other waste shall be incinerated, burned or otherwise disposed of on any Tract.

ARTICLE IX

COMBINATION/SUBDIVISION OF TRACTS

Unless approved by the Developer, there shall be no combination and/or subdivision of any Tract or Tracts which produce any tract or tracts smaller in area than any of the original Tracts. In the event of the combination or the subdivision by the Developer or any Owner by permission of the Developer of one or more Tracts, the Easements created in this Declaration and referred to on applicable plats of the Property prior to the transaction, and specifically including the Easements provided for in Article IV hereof, shall exist on the resulting Tracts.

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ARTICLE X

TERM AND AMENDMENTS

The covenants, restrictions and conditions set forth in this Declaration shall run with and bind each Tract and the Property as a whole and shall inure to the benefit of and be enforceable by the Owners of any Tracts or any one or more of them, their respective legal representatives, heirs, successors and assigns entitled to said Property for a term of ten (10)years from the date this Declaration is filed for record with the R.M.C. Office for Charleston County, South Carolina, and thereafter for successive terms of five (5) years unless at the end of any one of said periods the Owners of at least seventy-five (75%) per cent of the Tracts, by an instrument signed by them, agree to modify, amend or revoke the within Declaration in whole or in part. Every purchaser or grantee of any interest in any Tract forming a part of the Property by acceptance of a deed or other conveyance thereto thereby agrees that the covenants, restrictions and conditions of this Declaration shall be binding upon him as provided herein. In the event that the Architectural Control Committee is abolished in accordance with Article III, Section 3, above, this Declaration shall be amended as to said Committee solely upon the execution and filing by the Developer or the Committee of the Certificate required by Article III, Section 3© above.

ARTICLE XI

PROFESSIONAL PARK CLUSTER DECLARATION

Section 1. General. Promptly upon the recording hereof the Developer will apply for a Charter of a non-profit corporation under the laws of the State of South Carolina to be called "Westgate Office Park Cluster Association, Inc."

Membership in said Association shall be limited to Owners of Tracts and every person by the purchase of a Tract automatically becomes a member of said non-profit corporation and is thereby entitled to participate as a member of said corporation during the period of said ownership. The purpose of said corporation is to provide an organizational framework for fulfilling the joint maintenance responsibilities which the Owners of Tracts assume by the purchase of said Tracts subject to the within Declaration. Westgate Office Park shall be referred to herein as the "Professional Park Association".

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Section 2. Powers and Functions. The Association shall be empowered to assess a periodic charge on Owners of all Tracts for the payment of the necessary expenses for the operation of the Association, for lighting, improving and maintaining the common areas within said Property and for such other purposes as the Members of the Association may deem necessary for the general benefit of Owners of Tracts comprising said Property. The amount of the charge or assessment payable by each Tract Owner shall be on an equal basis. The date of payment of said assessments shall be as determined by Members of the Association. In determining action to be taken by the Association, a majority vote of the members shall govern, with each Tract Owner having one vote for each Tract owned. The Association may adopt such By-Laws stipulating the Officers of the Association, their tenure and their functions and may adopt such rules for the governments of the membership with respect to those portions of the Property held by the members subject to joint easements, provided such rules are not in conflict with the provisions hereof. The Association may by its agents or employees enter upon the joint easement areas of any Tract for carrying out any of the functions or responsibilities set out herein. The Association is authorized to take legal action for the enforcement of the joint easement rights of Tract Owners under this Declaration for the enforcement of covenants herein contained and for the collection of contributions assessed against Tract Owners for the maintenance and enjoyment of the joint Property.

Section 3. Charges. The Professional Park Association shall be empowered to assess a periodic charge on the Owners for the necessary expenses for the operation of the Professional Park Association, for improving and maintaining the Parking and Ingress/Egress Easement areas within said Property for landscaping and maintaining the landscaping of open areas and for such other purposes as the Members of the Professional Park Association may deem necessary for the general benefit of Owners of said Tracts laid out on the above mentioned plat. The amount of the charge of assessment payable by each Tract Owner shall be apportioned on the following basis:

Proportionate share of ownership in Westgate Office Park

The date of payment of said assessment shall be as determined by Members of the Professional Park Association. In

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determining action to be taken by the Professional Park Association, a majority vote of the Members shall govern, with each Tract Owner having one vote for each Tract owned. The Professional Park Association may adopt such By-Laws stipulating the Officers of the Professional park Association, their tenure and their functions and may adopt such rules for the governments of the membership with respect to those portions of the Property held by the Members subject to joint easements, provided such rules are not in conflict with the provisions hereof. The Professional Park Association may by its agents or employees enter upon the joint easement areas of any Tract for carrying out any of the functions or responsibilities set out herein. The Professional Park Association is authorized to take legal action for the enforcement of the joint easement rights of Tract Owners under this Declaration for the endorsement of covenants herein contained and for the collection of contributions assessed against Tract Owners for the maintenance and enjoyment of joint Property.

Section 4. Nothing herein contained shall prohibit the adoption by the Owners of any other group of Tracts in the Property of mutual covenants, restrictions, easements or other provisions governing the use, repair, maintenance and improvements within said cluster or group of Tracts or shall prohibit the providing for Easements or for the repair and maintenance of improvements within the area of said cluster or for regulating the termination of amendment of said covenants, restrictions and easements, provided said covenants, agreements and provisions are not in conflict with the within Declaration.

Section 5. A cluster declaration may incorporate within its scope adjoining real property not subject to the within Declaration.

ARTICLE XII

COMMON AREAS

Section 1. Common Areas shall be those areas designated and conveyed as such from time to time by the Developer to the Association.

Section 2. The Developer hereby covenants that it will convey by one or more conveyances by quite claim deed the title to the common areas to the Association. Said deeds shall be subject to covenants and restrictions on use duly recorded in the

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Office of the Register of Mesne Conveyance for Charleston County, South Carolina, which shall include the following provisions.

In Order to preserve and enhance the property values of the WESTGATE OFFICE PARK, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with the standards appropriate to a high quality commercial subdivision.

Section 3. Said covenants and restrictions shall run with the land and be binding upon the Association, its easement of enjoyment, in and to the Common Areas and such easements shall be appurtenant to and shall pass with title to every Tract.

ARTICLE XIII

MISCELLANEOUS REQUIREMENTS

Section 1. No building may be occupied prior to completion or its exterior, including paving of the parking area and landscaping of the area of the tract surrounding the building.

Section 2. No exposed above-ground tanks shall be permitted for the storage of fuel, water or other substances.

Section 3. No trees over six (6) inches in diameter at breast height may be removed from any Tract without the permission of the Committee.

ARTICLE XIV

ENFORCEMENT

This Declaration may be enforced by the Owner of any Tract or any portion of the Property, and such enforcement shall be of any proceeding at law or in equity against any person or persons of other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. The failure by any Owner to enforce any covenant, restriction, or condition set forth in this Declaration shall in no event be deemed a waiver of a right to do so thereafter.

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ARTICLE XV

SEVERABILITY

The invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

ARTICLE XVI

CAPTIONS AND CATCH LINES

The captions and catch lines use in this instrument are for convenience of reference only and shall not limit or otherwise affect any of the term of this Declaration.

ARTICLE XVII

PROPERTY DESCRIPTION

The real property which is and shall be held, transferred, sold, conveyed, mortgaged or otherwise encumbered, given, donated, leased, occupied and used subject to this Declaration is described as follows:

SEE EXHIBIT "A" ATTACHED

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants, Restrictions and Conditions to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

IN THE PRESENCE OF:

By: _____
Larry J. Ferguson

By: _____
Mable Ferguson

By: _____
Arthur C. McFarland

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BK V284PG597

Vernell Fraser

Nellie Starling

By: Anthony B. O'Neill

By: Perry K. Waring

By: Louis Waring, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the above witness and made oath that (s)he was present and saw the within named LARRY J. FERGUSON, MABLE FERGUSON, ARTHUR C. MCFARLAND, ANTHONY B. O'NEILL, PERRY K. WARING and LOUIS WARING, sign, seal and as their acts and deeds deliver the within written Declaration of Protective Covenants, Restrictions and Conditions, and that (s)he with the other witness witnessed the execution thereof.

Vernell Fraser

SWORN to before me this 30th

day of October, 1996

Nellie Starling

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: May 16 2006

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EXHIBIT "A"

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-3B on a plat entitled "Plat Showing The Subdivision of LOT B-3 located in St. Andrews Parish" made by Forsberg Engineers and dated September 13, 1991, and recorded on October 9, 1991 in the R.M.C. Office for Charleston County in Plat Book CE, Page 156. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

The Seller reserves 30 foot easements for driveways (15 feet on each side) of the boundary line separating Lot B-3A from Lot B-3B, and also a 24 foot easement for another driveway (12 feet on each side) on the westernmost boundary line of Lot B-3B which separates said lot from Lot B-1 as shown on the aforementioned plat.

BEING the same property conveyed to Perry K. Waring, Anthony B. O'Neill and Arthur C. McFarland by Louis L. Waring by deed dated June 22, 1995 and recorded in the R.M.C. Office for Charleston County in Book

TMS No.: 351-10-00-093

AND

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-1 on a plat entitled "Plat Showing The Property Line Adjustment of Lot B-1 & B-2 Located in City of Charleston, charleston County, SC" made by Forsberg Engineers and dated December 12, 1994, and recorded in the R.M.C. Office for Charleston County in Plat Book EA, Page 662. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

Subject to a 10 foot utility easement on the eastern boundary line and a 12 foot easement for driveways separating Lot B-1 from Lot B-3A and Lot B-3B as shown on the aforementioned plat.

Being the identical property conveyed to Larry J. Ferguson, Mabel Ferguson, Perry K. Waring and Louis L. Waring, Jr. by deed of Margaret Waring Capers dated May 2, 1995 and recorded in the RMC Office for Charleston County on July 24, 1995 in Book H137 at page 130.

TMS No.: 351-10-00-066

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EXHIBIT "A" (CONTINUES)

All that certain piece, parcel and lot of land and the improvements thereon, that situate, lying and being in St. Andrews School District No. 10, County of Charleston, State aforesaid and containing the following buttings and boundaries.

BEING at an iron stake lettered "A" situated three hundred twenty (320') feet on the Northern side of Wallace School Road Southwest of the Northwest corner of the intersection of Ashley River Road and Wallace School Road, thence running S 48 degrees - 5" W. for a distance of eighty-eight (88') feet to an iron stake lettered "B" thence running N. 38 degrees 30"W for a distance of one hundred ninety-six and six-tenths (196.6) feet to an iron stake lettered "C"; thence running N. 550 degrees-30"E. for a distance of eighty-eight and fifteen hundredths (88.15') feet to an iron stake lettered "D"; and these running S 38 degrees-30"E for a distance of one hundred ninety-three (193.8') to an iron stake lettered "A" which is the point of the beginning.

Being bounded on the Northwest by lands of Charles Waring; on the Northeast by lands of Louis L. Waring, Sr. remaining; on the Southeast by Wallace School Road; and on the Southwest by lands of John Waring. Said measurements, courses, distances, and boundaries will more fully appear when reference is had to a plat of J. O'Hear Sanders, Surveyor, dated July 16, 1966 and "Showing portion of Lot "B" of the Rebecca Waring Estate, with corners lettered A, B, C, D and A about to be conveyed to Louis L. Waring, Jr.," said plat recorded in the RMC Office for Charleston County on October 12, 1966 in Plat Book V at page 48.

TMS No.: 351-10-00-039

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McFARLAND & ASSOCIATES

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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South Carolina Secretary of State

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WESTGATE OFFICE PARK LANDOWNERS MAINTENANCE ASSOCIATION, INC.

Corporate Information

Entity Type: Nonprofit

Status: Forfeited

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 06/10/1997

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: 12/28/1998

Registered Agent

Agent: ARTHUR C MCFARLAND

Address: 1847 ASHLEY RIVER RD
CHARLESTON, South Carolina 29407

Official Documents On File

Filing Type	Filing Date
Forfeiture	12/28/1998
Incorporation	06/10/1997

For filing questions please contact us at **803-734-2158**

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)))	IN THE COURT OF COMMON PLEAS IN THE NINTH JUDICIAL CIRCUIT CASE NO.: 2019-CP-10-6058
BAY LIGHT, LLC, Plaintiff, v. WESTGATE OFFICE PARK LANDOWNERS MAINTENANCE ASSOCIATION, INC., Defendant.	))))))))))))	**ORDER**

This matter came before the Court at a hearing on June 25, 2020 on the motion for summary judgment filed by Plaintiff Bay Light, LLC ("Plaintiff"). After considering the pleadings and other matters of record, the motion and accompanying exhibits submitted by Plaintiff's counsel, the arguments of counsel and the Defendant's motion for reconsideration, I find that Plaintiff is entitled to summary judgment and that the motion for reconsideration should be denied.

Plaintiff filed the present lawsuit seeking a declaratory judgment and injunction to require Regime owners to cease parking on Plaintiff's property. In its Answer, Defendant admitted that the Master Deed did not convey Lot B-2 to Defendant as part of the Regime; that the Master Deed did not convey to condominium owners in the Regime any rights of ingress/egress or easements on Lot B-2; and that Defendant does not own and has never owned Lot B-2. While Defendant denied Plaintiff's allegation that Defendant does not have any rights to use Lot B-2 for parking or ingress/egress access; the undisputed facts show an easement has never been established that would create any of these rights in Lot B-2. Plaintiff filed a motion for summary judgment on

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February 21, 2020.

Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Harris v. Anderson Cty. Sheriff's Office, 381 S.C. 357, 673 S.E.2d 423 (2009). An easement may be established by express grant or by express reservation in a deed or other instrument. Sandy Island Corp. v. Ragsdale, 246 S.C. 414, 143 S.E.2d 803 (1965). A reservation of an easement in a deed by which lands are conveyed is equivalent for purpose of creation of easement to express grant of easement by grantee of lands. Id.

The Plaintiff owns the real property located on Wallace School Road in Charleston County, South Carolina (TMS# 351-10-00-099) on a plat referred to as "Lot B-2," and Defendant owns three neighboring lots (TMS # 351-10-00-039; TMS # 351-10-00-066; and TMS # 351-10-00-093) pursuant to a Master Deed conveying title to various parcels of real estate on October 30, 1996 and which created the Horizontal Property Regime known as Westgate Office Park Horizontal Property Regime. Defendant rerecorded the Master Deed on July 29, 1997. Neither the original Master Deed nor the re-recorded deed constitutes a conveyance of land or an interest in land to Defendant. Likewise, the plat referencing easements on Lot B-2 did not convey an interest in Lot B-2 to Defendant.

The First Amendment to the Master Deed filed on June 3, 2005 explicitly states the Master Deed is amended "to exclude from the Westgate Office Park Horizontal Property Regime the out parcel designated as Lot B-2...". However, in another paragraph of the Amendment, Defendant attempts to reserve rights for condominium owners in the Regime to use Lot B-2 for various easements, parking and ingress/egress access. The attempt to reserve rights in Lot B-2 as

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expressed in the First Amendment to the Master Deed is not a conveyance but an invalid attempt by Defendant to create rights in property it has never owned. Plaintiff is entitled to judgment on the claims alleged in the Complaint as a matter of law.

The legal authority cited in Defendant's motion for reconsideration does not compel a different result. In Hoyer v. Slate the Court of Appeals held that "[w]here a deed describes land as it is shown on a certain plat, such plat becomes part of the deed for the purpose of showing the boundaries, metes, courses and distances of the property conveyed." Hoyer v. Slate, 428 S.C. 279, 290, 833 S.E.2d 845, 851 (Ct. App. 2019). The case relied on by Defendant stands for the proposition that land can be described by a plat for the purposes of showing boundaries, metes, courses and distances of the property conveyed by deed. However, that case does not provide that a plat itself can create or convey an interest in real estate. In other words, just because Lot B-2 is shown on a plat does not mean a deed conveying other neighboring lots is sufficient to convey rights to Defendant in Lot B-2.

Now therefore, IT IS ORDERED that the Plaintiff's motion for summary judgment is **GRANTED** and the Defendant's motion to reconsider is **DENIED**.

AND IT IS SO ORDERED.

This ____ day of August, 2020.

_____
Ninth Judicial Circuit

Charleston, South Carolina

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Charleston Common Pleas

Case Caption: Bay Light Llc VS Westgate Office Park Landowners Maintenance Association Inc

Case Number: 2019CP1006058

Type: Order/Summary Judgment

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO. 2019-CP-10-06058
BAY LIGHT, LLC PLAINTIFF, vs. WESTGATE OFFICE PARK LANDOWNERS MAINTENANCE ASSOCIATION INC. DEFENDANT.	**NOTICE OF MOTIONS** **AND** **MOTION FOR RECONSIDERATION** **MOTION FOR RELIEF FROM JUDGMENT OR ORDER**

TO: JOHN MASSALON, ATTORNEY FOR PLAINTIFF, BAY LIGHT, LLC

You will please take notice, the Defendant Westgate Office Park Landowners Maintenance Association, Inc., (hereinafter "Defendant" or "Westgate") by and through its undersigned attorney, will move before this Honorable Court on the tenth (10th) day following service of this motion, or as soon thereafter as counsel may be heard, for an Order pursuant to Rules 59 and 60 SCRCP granting Defendant's Motion on one or more of the following grounds:

I. <u>The Court's Order is against a Defendant that has been defunct for 23 years.</u>

The Defendant, Westgate Office Park Landowner's Maintenance Association, Inc., was incorporated on June 10, 1997 and forfeited on December 28, 1997 (Exh. 1). Pursuant to the Master Deed, this corporation was established to act on behalf of the council of co-owners ("Co-Owners") of the Westgate Office Park Horizontal Property Regime ("Regime"). Plaintiff named only *one* Defendant, an organization which has been defunct for nearly 23 years. The Defendant has been dissolved for two decades; thus, it cannot represent the interest of the Regime's Co-Owners. Moreover, this Order should not be enforced against the Regime and its Co-Owners, whom Plaintiff did not name as individual Defendants; yet, they are the real parties in interest to this action. A motion to Intervene and Joinder of Parties was filed on behalf of the following individuals: Perry K. Waring, Arthur C. McFarland, Anthony B. O'Neil, Larry J. Ferguson, Mabel Ferguson, Sarbabi Masindet, and Ashley Hall LLC. Yet, this motion was rendered moot upon the entry of the September 17, 2020, Order Granting Plaintiff's Motion for Summary Judgment and Denying Defendant's Motion to Reconsider. For the reason stated herein, the Defendant request this Court to set aside its judgment.

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II. Defendant's Answer inadvertently and mistakenly admitted ¶13, ¶14 and ¶15 of the Plaintiff's Complaint.

The Court's Order considered the admissions in the Answer to Plaintiff's Complaint as factually dispositive of the issue the Regime's Co-Owners were never granted an easement across Plaintiff's property, Lot B-2.

> "In its Answer, Defendant admitted that the Master Deed did not convey Lot B-2 to Defendant as part of the Regime; that the Master Deed did not convey to condominium owners in the Regime any rights of ingress/egress or easements on Lot B-2; and that Defendant does not own and has never owned Lot B-2. While Defendant denied Plaintiff's allegation that Defendant does not have any rights to use Lot B-2 for parking or ingress/egress access; the undisputed facts show an easement has never been established that would create any of these rights in Lot B-2."

(Order dated and filed on 9/17/2020) Yet, the subsequent pleadings and filings (Motion to Reconsider, Def.'s Letter to the Court, Motion to Amend the Answer, and Motions to Intervene and Joinder of Real Parties in Interest) consistently deny the below allegations in Plaintiff's Complaint:

> ¶13. The Master Deed did not convey Lot B-2 to Defendant as part of the Regime.
>
> ¶14. The Master Deed did not convey to condominium owners in the Regime any rights of ingress/egress or easements on Lot B-2.
>
> ¶15. Defendant Does not own and has never owned Lot B-2 as part of the Regime nor does Defendant have any rights to use Lot B-2 for parking or ingress /egress.

(See Plt. Complaint ¶¶13-15, Def. Ans. ¶¶3-4, and Order Granting Summary Judgment and Denying Motion to Reconsider filed September 17, 2020).

The Regime's Co-Owners proffered to the Court, a list identifying all the documents in the public record, that is, documents recorded in the Charleston County Register of Deed's Office and the Auditor's Office supporting its position that the admissions were inadvertent and a mistake. (Exh. 2 through Exh.14) These documents refute Plaintiff's allegations that: (a) the Maser Deed did not convey Lot B-2 to the Regime; (b) the Master Deed did not convey rights of ingress/egress and parking to the Regime's Co-Owners; and (c) the Regime and its Co-Owners' never owned Lot B-2. Since the basis for granting Summary Judgment was based mistaken and inadvertent admissions, the Regime and the Co-Owners' request this Court to set aside the Order and grant leave to amend the Answer and intervene in this action.

III. Plaintiff's property, Lot B-2 is one of the three (3) parcels originally conveyed to the Regime.

The Order concludes Plaintiff's Lot is *not* one of the three (3) parcels conveyed to the regime. This finding is solely based on the Tax Map System Number ("TMS No.") Plaintiff's lot is currently assigned, 351-00-10-099. At all times, Plaintiff's property, Lot B-2, was the same Lot B-2 which Louis Waring, Jr. owned from 1966 until he conveyed it to the regime in 1996 ending in "039". The Property Record Card, the Plats of Record dating back to 1989, and even the Plat by which Plaintiff property is described identifies Louis Waring, Jr. as owning Lot B-2 and being assigned a TMS No. ending in "039". From the public record, it is easy to ascertain that the Louis Waring, Jr. property submitted to the Regime and Plaintiff's property are the

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same, regardless of the fact it was reassigned a new TMS No. Describing property solely by a TMS No is highly unreliable; thus, generally, property is conveyed either by reference to a plat or its boundaries in order to sufficiently identify the property. Brownlee v. Miller, 208 S.C. 252, 261, 37 S.E.2d 658, 662 (1946) ("As that is certain which can be made certain, the description, if it will enable a person of ordinary prudence acting in good fact and making inquiries, which the description would suggest to him to identify the land, is sufficient") Brownlee v. Miller, 208 S.C. 252, 261, 37 S.E.2d 658, 662 (1946). The Regime and Co-Owners' request this Court to alter its Judgment and reconsider its Order finding Lot B-2 is the one of the three lots conveyed to the Regime.

IV. The Public Record evidences Louis Waring, Jr.'s intent to grant easements across Lot B-2 for the benefit of the Regime and its Co-Owners.

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." Windham v. Riddle, 381 S.C. 192, 201, 672 S.E.2d 578, 582 (2009) (quoting 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." Id. at 201, 672 S.E.2d at 583 (quoting Gardner v. Mozingo, 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. (quoting Gardner, 293 S.C. at 25, 358 S.E.2d at 392).

The record evidences Louis Waring, Jr. intent to grant an easement to the Regime and Co-Owner's. He was one of the original developers of the Regime, the Plats depicting easements across Lot B-2 were recorded with his consent, and conveyed his interest in Lot B-2 to his son, who also owned Unit 1 in the Regime. The Regime's Co-Owner request this court to set aside its judgment and the Order based the existence of a genuine issue of fact.

V. Plaintiff's Motion for Summary Judgment rested upon invalidating the creation of the Regime based upon a Plat not being attached to the Original Master Deed.

In the Regime's Motion to Reconsider, it presented the Plat which was marked with the Register of Deed's book and page number from when the Master Deed was originally recorded and subsequently re-recorded. The evidence of the Plat negated Plaintiff's argument regarding the validity of the Regime. Further, the First Amendment to the Master Deed operated as the consent of the Regime's Co-Owners' to remove Lot B-2 from the Regime, but Lot B-2's removal from the Regime was subject to certain terms and conditions. The Horizontal Property Regime Act, grants condominium co-owners' an undivided interest in a regime property, which includes easements. The Court of Appeals has found that once common elements, such as easements and parking, were set aside and vested in the co-owners, such co-owners could not be unilaterally deprived of their interests. Reyhani v. Stone Creek Cove Condo. II Horizontal Prop. Regime, 329 S.C. 206, 494 S.E.2d 465 (S.C. Ct. App. 1997). Based on the Master Deed conforming to the Horizontal Property Regime Act, the

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Regime and its Co-Owners request the Court to set aside its Order granting summary judgment based on this premise.

VI. The Declaration and Covenants which exists across the Property create an easement separate and apart from the actual Master Deed.

The Declaration of Protective Covenant Restrictions and Conditions Westgate Office Park Landowners Maintenance Association recorded May 30, 1997 in Deed Book V284 Page 582 (the "Covenants") and the Court's Judgment render an inconsistent result. The Covenants grant an express easement for parking and ingress/egress across Lot B-2. Property, whether subject to the Horizontal Property Act, may, of course, be governed by restrictive covenants. Real covenants have been defined as "agreements . . . to do, or refrain from doing, certain things with respect to real property." Queen's Grant II Horizontal Prop. Regime v. Greenwood Dev. Corp., 368 S.C. 342, 361, 628 S.E.2d 902, 913 (Ct. App. 2006) 20 Am. Jur. 2d Covenants, Conditions, and Restrictions § 1 (2005). Therefore, covenants, "in a sense are contractual in nature and bind the parties thereto in the same manner as would any other contract." Id.; (citing Seabrook Island Prop. Owners Assoc. v. Pelzer, 292 S.C. 343, 356 S.E.2d 411 (Ct. App. 1987)). Restrictive covenants will be enforced unless they are indefinite or contravene public policy. Id. (citing Sea Pines Plantation Co. v. Wells, 294 S.C. 266, 270, 363 S.E.2d 891, 894 (1987)). Therefore, the Regime's Co-Owners request this Court to set aside it Order as it will result in an inconsistency since the Plaintiff only filed a DJ action to determine only the validity of the easement granted by the Master Deed but ***not*** the Covenants.

VII. The Regime received an easement across Lot B-2 as the successor in interest to the Owners of Lot B-1.

The Owners of Lot B-1 received title pursuant to the 1994 Plat, which depicted an easement across Lot B-2 for the benefit of Lot B-1. When the owner's conveyed Lot B-1 to the Regime, the Regime and its Co-Owners received an easement across Lot B-2 as a successor in interest. As successor in interest, the Regime is entitled to rely upon the deeds and plats of record to determine their rights. Murrells Inlet Corp. v. Ward, 378 S.C. 225, 236, 662 S.E.2d 452, 457 (Ct. App. 2008). Moreover, recording an easement is evidence of an intent to grant that easement to any future lot owners and the conveyance referencing the plat signifies the right to use the easement to its full extent as indicated, unless specifically excluded. Id. citing Newington Plantation Ests. Assns. v. Newington Plantation Ests., 318 S.C. 362, 365, 458 S.E.2d 36, 38 (1995) (As to the grantor, who conveyed the property with reference to the plat, and the grantee and his successors, the dedication of the easement is complete at the time the conveyance is made.). The Regime's Co-Owners requests this Court to reconsider its judgment based upon it being the successor in interest (title) to Lot B-1 which was granted an easement across Lot B-2 as referenced in the 1994 Plat and Deed.

VIII. The Order is silent as to the existence of or extinguishment of Plaintiff's easement across the Regime's Property.

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The Order is silent on the existence of an easement across the Regime's property. Based on the First Amendment to the Master Deed, it formally waives Lot B-2 from the Regime; however, it expressly grants cross easements to maintain the "status quo", that is, the owner of Lot B-2 may use the Regime's Property (Lot B-1 and Lot B-3B for ingress/egress and parking) and the same benefits are extended to the Regime. Although the Order finds an easement does not exist across Lot B-2, it is silent on the existence of an easement across the Regime (Lot B-1 and Lot B-3B) for the benefit of subsequent owners of Lot B-2. The Regime and Co-Owners request this Court to either set aside its judgment or amend its judgment to find an easement does not exist across the Regime's property.

Conclusion

The Defendant (the Regime and Co-Owners) respectfully request this Court grant set aside its judgment granting Plaintiff's Motion for Summary Judgment and Denying Defendant's Motion to Reconsider for the following reasons and the September 17, 2020 Order on one or more of the following grounds:

a. The Defendant was dissolved on December 28, 1997; therefore, it is unable to represent the interest of the Co-Owners' of the Regime. Moreover, the judgment is unenforceable against the Regime's Co-Owners as they were not named as parties in this matter.
b. Plaintiff's Motion for Summary Judgment was premised upon invalidating Regime because the Master Deed did not meet the requirements of the Horizontal Property Regime Act, that is, it a "map or plat" depicting the boundaries of the Regime's property was not attached. Yet, the Defendant's Motion to Reconsider presented undisputed evidence which refuted the basis of Plaintiff's Motion.
c. The Answer admits ¶¶13 through 15 of the Plaintiff's Complaint; however, Defendant's counsel has demonstrated these allegations were inadvertently and mistakenly admitted. All subsequent pleadings and filings on behalf of Defendant and the Regime's Co-Owner's consistently denies these allegations and the admissions are inconsistent with documents recorded in the Charleston County Register of Deeds and the Auditor's Office.
d. There exists a conflict between the Judgment and the public record. The Declaration of Protective Covenant Restrictions and Conditions Westgate Office Park Landowners Maintenance Association which are recorded in Deed Book V284 Page 582 grant the same express easements for ingress/egress and parking, yet the Plaintiff only filed its D.J. Action to declare invalid the easements purportedly granted the Regimes Co-Owners by the Master Deed and the First Amendment to the Master Deed.

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e. Alter and Amend its Order's to find that Plaintiff's property, Lot B-2 is the same property solely owned by Louis Waring, Jr. and described in Exhibit A to the Master Deed and the recorded plats.

f. Find the interpretation of the deeds, Master Deed, and plats of record does create a genuine issue of fact.

g. Amend the Judgment to include a finding that the easements the Master Deed and the First Amendment purportedly granted to Lot B-2 across the Regime's property, which included Lot B-1 and Lot B-3B are invalid.

h. Amend its Judgment to find the Regime's Co-Owners do have an easement across Lot B-2 as successor in interest and title to the former Owners of Lot B-1. Further, amend to the Judgment to find Lot B-1 was conveyed by reference to a Plat and the owners and acquired the use.

LAW OFFICES OF ERIKA V. HARRISON

S/Erika V. Harrison
BAR NO: 73024
ERIKA V. HARRISON
92 LINE ST.
CHARLESTON, SC 29403
(843) 302-1900 |T
ERIKA@ERIKAHARRISON.COM
ATTORNEY FOR DEFENDANT

DATE: Sept. 28, 2020
CHARLESTON, SOUTH CAROLINA

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE
Sep 28 2020
REFERENCE ID: 622188
SECRETARY OF STATE OF SOUTH CAROLINA

DEPARTMENT OF STATE

COLUMBIA, SOUTH CAROLINA

DECLARATION OF DISSOLUTION BY FORFEITURE

F

Date of Dissolution DECEMBER 28, 1998

WESTGATE OFFICE PARK LANDOWNERS
MAINTENANCE ASSOCIATION INC
1847 ASHLEY RIVER RD STE 100
CHARLESTON SC 29407

Whereas, Section 33-14-200, of the 1976 Code of Laws of S.C., as amended, provides for the dissolution of a corporation by forfeiture if the corporation has failed to:

(1) File its annual report on or before the date on which such report is due, or

(2) Pay its franchise tax or income tax on or before the date on which such tax is due and payable, or

(3) Appoint and maintain a registered agent in this State, or

(4) Notify the office of The Secretary of State of a change in its registered agent or registered office, or

(5) The corporation's period of duration stated in its Articles of Incorporation expires.

AND WHEREAS, IT APPEARS FROM THE RECORDS IN THIS OFFICE, AFTER DUE NOTICE, THAT THE ABOVE NAMED CORPORATION HAS FAILED TO MEET REQUIREMENTS OF NOS. 1 AND/OR 2 ABOVE SET FORTH.

NOW THEREFORE, UNDER THE AUTHORITY OF SAID ACT, THE CHARTER IS HEREBY DECLARED FORFEITED AND DISSOLVED THIS DATE.

Inquiries concerning this administrative dissolution should be directed to the SC Department of Revenue, P.O. Box 125, Columbia, SC 29214, Attn: Corporate Section.

Jim Miles
Secretary of State

SOS-2 (Rev 4/94) 3119

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DECLARATION OF PROTECTIVE COVENANTS RESTRICTIONS AND CONDITIONS WESTGATE OFFICE PARK LANDOWNERS MAINTENANCE ASSOCIATION

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THIS DECLARATION OF PROTECTIVE COVENANTS is made and published this 30th day of October, 1996, by LARRY J. FERGUSON, MABEL FERGUSON, ARTHUR C. MCFARLAND, ANTHONY B. O'NEILL, PERRY K. WARING and LOUIS WARING, II (hereinafter referred to as the "Developer".)

W I T N E S S E T H :

WHEREAS, the Developer is the owner of the real property described in this Declaration and desires to create thereon a planned professional office park; and

WHEREAS, the Developer desires to subject the real property described in this Declaration, together with such additions as may hereafter be made, as provided in these Declarations, to the covenants, restrictions, conditions, easements and affirmative obligations hereinafter set forth, each and all of which is and are hereby declared to be the benefit of said property and each and every owner of any and all parts thereof;

NOW, THEREFORE, the Developer declares that the real property described in this Declaration and any additions thereto as may hereafter be made pursuant to this Declaration is and shall be held and transferred, sold, conveyed, mortgaged or otherwise encumbered, given, donated, leased, occupied and used subject to all of the covenants, restrictions, conditions, easements and obligations herein set forth whether or not said covenants, restrictions, conditions, easements and obligations, are or may be set forth in future deeds to said real property or to portions thereof. Said covenants, restrictions, conditions, easements and obligations are to run with the land and shall be binding on the Developer and all persons claiming under the Developer until the expiration of a term of ten (10) years from the date this Declaration is filed for record with the Register of Mesne Conveyance for Charleston County, South Carolina, at which time said covenants shall be automatically extended for successive periods of five (5) years each unless by a seventy-five (75%) per cent vote of the then owners of tracts in said area signified by their executing an instrument to the effect duly recorded in the R.M.C. Office for Charleston County, it is agreed to revoke said covenants or to amend them in whole or in part.

R. p. 305

ARTICLE I

DEFINITIONS

Section 1. "Declaration" shall mean the within instrument as well as the covenants, restrictions, easements, changes, obligations and other provisions hereof as they may from time to time be amended as provided herein.

Section 2. "Supplementary Declaration" shall mean and refer to any declaration of protective covenants, restrictions and conditions which may be recorded by the Developer, which extends the provisions of this Declaration to one or more parcels or tracts or real property and which contains provisions for such tract or parcel of real property that are complementary to this Declaration.

Section 3. "Developer" shall mean and refer to LARRY J. FERGUSON, MABEL FERGUSON, ARTHUR C. MCFARLAND, ANTHONY B. O'NEILL, LOUIS WARING and PERRY K. WARING their successors and assigns.

Section 4. "Property" shall mean the real property shown as _____ as shown on a Plat thereof by _____ entitled "_____ dated October ____, 1996, and recorded in the R. M.C. Office for Charleston County in Plat Book _____, at Page _____. Said subdivision shall be known as WESTGATE OFFICE PARK.

Section 5. "Architectural Control Committee" or "Committee" shall mean and refer to that committee described in Article III hereof.

Section 6. "Building" shall mean and refer to any structure or portion of a structure situate upon the property.

Section 7. "Tract" shall mean and refer to any parcel or land shown upon the recorded subdivision plat or plats of the property.

Section 8. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of Court for Charleston County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entity or entities of fee simple title to any Tract, but the term "Owner" shall not mean or refer to any mortgages or holder of a security deed, its successors or assigns unless and until such mortgage or holder of a security deed has acquired title pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure and has held such title for a period of one year, and the term "Owner" shall not mean or refer to any lessee or tenant of any Owner.

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Section 7. "Tract" shall mean and refer to any parcel or land shown upon the recorded subdivision plat or plats of the property.

Section 8. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of Court for Charleston County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entity or entities of fee simple title to any Tract, but the term "Owner" shall not mean or refer to any mortgages or holder of a security deed, its successors or assigns unless and until such mortgage or holder of a security deed has acquired title pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure and has held such title for a period of one year, and the term "Owner" shall not mean or refer to any lessee or tenant of any Owner.

Section 9. "Association" shall mean the Westgate Professional Park Cluster Association.

ARTICLE II

USE

No tract shall be use except for Commercial, Professional, Restaurant, or Office Buildings purposes, or a direct support facility to such uses. Only one Building may be erected on any Tract.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Guidelines. (a) It is the intent of the Developer that each building be individually designed in harmony with its surrounding and to be aesthetically pleasing to all public views. Considerations shall include quality of buildings and scale with other buildings in the vicinity; respect for the appropriate relationships with the natural features of the Tract; and thoughtful planning of external functions, including provisions for sufficient off-street parking and screening of utility areas. It is the Developer's intent to stress building compatibility with its environmental in style, scale, site location, texture and color.

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(b) The exterior of all Buildings, and including all site work and a reasonably sufficient amount of landscaping, must be completed within one year after beginning construction of the Building unless such requirement shall result in great hardship to the Owner or builder due to strikes, fires, national emergencies or natural calamities.

(c) It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of Buildings or grounds which shall tend to decease the beauty of any specific tract or the Property as a whole.

(d) each Owner shall provide paved, off-street parking prior to the occupancy of the Building constructed on each tract.

(e) Each Owner shall provide receptacles for trash and garbage in a screened area not generally visible from any street. In addition, service yards shall be screened from view. Plans delineating the size, design, texture, appearance and location of any fences and screening devices or medium must be approved by the Committee prior to construction.

(f) All utilities and services shall be placed underground from the property line or easement to any building on a tract. In routing utilities and services from the easement to the property line, no pavement section may be cut or in any way damaged without the prior approval of the Developer.

(g) Zoning restrictions applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive shall apply.

(h) Walkways shall be provided from all buildings to parking area according to design guidelines established by the Architectural Control Committee. It is the intention of the Developer that pedestrian circulation through all subdivisions of the Property is to be encouraged through the cooperation of Tract Owners and the Developer reserves the right to establish easements to accomplish this purpose.

Section 2. Approval by the Architectural Control Committee. No Building, wall, fence, walkway, paved area or sign shall be constructed, erected, altered or placed on any portion of

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the Property unless the construction, erection, placement or alteration of such shall have been approved in writing by the Architectural Control Committee. The Architectural Control Committee shall have sole discretion in approving all construction in every detail, including construction methods and practice and standards of design. The Architectural Control Committee may establish written or illustrated guidelines establishing common design and construction requirements as an instrument for carrying out its duties and as information to be used in preparing designs for each lot. The Architectural Control Committee shall decide whether to approve the construction of any Building in accordance with the following procedures:

(a) Before any Building, wall, fence, walkway, paved area or sign may be constructed, erected, altered or placed on any of the Property, the following information and materials shall be submitted by the Owner or Owner's agent to the Architectural Control Committee (hereinafter collectively referred to as the "Plans"): (I) A site plan showing the tract boundaries, existing topographic features, the proposed location of the Building, the finished floor elevation, and all proposed site improvements including utilities, driveways, parking lot(s), walkways, drainage feature, landscaping, etc: (ii) Floor plan(s) of the building to scale, fully dimensioned; (iii) North, South, East and West exterior elevation drawings of the Building at same scale as the plan(s), together with a schedule listing the proposed exterior materials and colors; (iv) Exterior materials and color samples or completed manufacturer's information for the proposed exterior building materials; (v) A construction schedule; and (vi) Any other information that the Architectural Control Committee may reasonably require. One copy of the Plans will be retained by the Committee for its records.

(b) Within thirty (30) days after the receipt of the Plans, the Architectural Control Committee shall determine whether the proposed building is of suitable quality of workmanship and materials and whether the proposed exterior design, location and elevation of the building will be harmonious with existing buildings and topography. After making such determination, the Architectural Control Committee shall do one of the following, which action may be approved by a majority of its members:

(i) Approve in writing the construction of the Building, in which event the Owner may commence construction of a

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Building in accordance with the information and material furnished to the Architectural Control Committee.

(ii) Disapprove in writing the construction of the Building, stating the cause of such disapproval. In the event the Architectural Control Committee disapproves the proposed construction of any Building on any Tract no building may be erected or placed on the said Tract without the Plans being resubmitted to the Architectural Control Committee by the Owner of said Tract and the Architectural Control Committee's approving such construction in accordance with the procedure set forth herein. The Committee may refuse to approve the Plans of any building for the reason, including purely aesthetic considerations, which in the sole discretion of the Committee has a reasonable basis in the Declaration.

(iii) In the event the Architectural Control Committee shall fail to approve or disapprove in writing the Plans which the Owner or its Owner's agent has submitted within the said thirty (30) days period, then the Owner shall there upon be deemed to be authorized to commence construction of the proposed Building on the said Tract provided that all construction work so performed on the Tract shall be only in accordance with the Plans submitted.

(iv) In order to assure that all construction and alteration work is performed in accordance with the Plans approved for such purpose by the Architectural Control Committee, the Architectural Control Committee, its agents and representatives, shall be permitted to enter upon any Tract and any portion of the Property from time to time while any construction or alteration work is in progress and inspect the improvements being constructed or altered thereon. In order to effectuate the foregoing, each Tract shall be subject to a license, exercisable by each and every member of the Architectural Control Committee, and the agents and representatives of the Architectural Control Committee, to enter and go upon each Tract for the purpose of inspecting all improvements being constructed or altered thereon.

Section 3. Architectural Control Committee; Membership and Term.

(a) The Architectural Control Committee shall consist of all owners.

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(b) Any action shall be considered by all three members of the Committee. In every instance requiring a vote by the Committee, a simple majority vote shall suffice.

(c) The authority of the Architectural Control Committee shall terminate and said Committee shall cease to exist at such time as the Developer shall file for record in the R.M.C. Office for Charleston County, South Carolina, a Certificate stating that the Architectural Control Committee is abolished.

Section 4. The Architectural Control Committee shall have the duty, the power and authority to enforce compliance with the Declaration by the Owner of any Tract in the performance of construction or alteration work thereon and may enforce compliance by any proceeding at law or in equity against the Owner of said Tract performing or causing to be performed said unauthorized work or against any person or persons violating or attempting to violate any covenant, restrictions or requirement herein either to restrain said violation or to recover damages. The failure by the Architectural Control Committee to prosecute an action for noncompliance with this Declaration shall in no event be deemed a waiver of its right to do so thereafter nor shall said failure to act preclude an action by any Owner of any Tract to enforce compliance with this Declaration.

ARTICLE IV

EASEMENTS AND COVENANTS WITH RESPECT THE PROPERTY

The Developer covenants and promises for itself and its successors and assigns in title to the Property that it will subject those area of the Property designated "Easement" "Parking and Ingress/Egress Easement" areas on the attached plat to mutually reciprocal rights of easements in favor of such portions of said property as shall be designated on the attached plat or otherwise designated herein and that it and its successors and assigns in title to the Property shall be subject to the burdens of said Easements as they affect the Property of the Developer, its successors and assigns in title thereto. Those areas designated "Easement" areas shall be for the benefit of the Owners of all Tracts into which the Property is or may be subdivided for sidewalks and for the construction, erection, installment, maintenance and use of electric, gas, sanitary sewer, water and drain lines and the pipes, poles, wires, cables and conduits by

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(2) That the areas designated on said plat by the words "Parking and Ingress/Egress and Easement" shall be subject to the following limitations as to use:

(a) No buildings or other structures shall be permitted or erected on said areas.

(b) No obstruction shall be placed or permitted on said areas which would prevent or impair the full use of said areas for parking.

(c) The Parking and Ingress/Egress Easement areas designated on said plat are for the non-exclusive use and benefit of the Owners, and it is hereby declared that said allocation and use by the removal of parking congestion in the neighborhood is for the mutual advantage and benefit of all Tracts in said Subdivision.

The aforesaid covenants, restrictions and limitations shall be covenants running with the land and shall be binding on the Developer, its successors and assigns in title to long said Tracts are subdivided for common commercial use as herein provided.

These covenants, restrictions and limitations are subject to amendment or revocation only by the written consent of all of the following:

(a) Developer

(b) The Owner of the particular Tract or Tracts in connection with which it is desired to alter, change, modify or revoke these restrictions, including the Owner or Owners of all Tracts whose rights are affected by said proposed change.

(c) The Owner or holder of any mortgage covering said Tract or Tracts in connection with which it is desired to alter, change, modify or revoke these restrictions.

ARTICLE V

NUISANCES

No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or which may become a source of annoyance or nuisance to any Owner.

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which or through which they may be operated as well as wires, cables and conduits for communication by telephone by cable television or by security signal or monitoring lines, together with such transformers, switch boxes, valves and appurtenance as may be desirable in the use and operation of said utility or communication lines. Those areas designated "Parking and "Ingress/Egress Easement" areas shall be for the parking of automobiles, and motor vehicles on a non-exclusive basis as to the Owners, agents, servants, customers and other invitees to said Tracts.

This covenants and promise runs with the land and by placing this Declaration on the public records, the Developer declares that provision for said Easements shall be incorporated by reference in such deeds and leases as the Developer hereafter may make of said property or of subdivisions thereof and that said Property or Subdivisions thereof shall be subject to the burden of said Easements and shall enjoy the benefit thereof whether or not said Easements are specifically reserved or specifically granted in future deeds which it may make of said Property or of portions thereof.

Furthermore, in implementing its proposed plan and scheme for the development of this Property and to ensure full enjoyment of the Easements to be created hereunder, the Developer covenants and agrees that said Property and Subdivisions thereof shall be subject to the following restrictions, limitations and rights as to future use of said premises:

(1) That the areas shown on said plat and designated "Easement" shall be subject to the following limitations and conditions as to use:

(a) That no buildings or other structures shall be permitted or erected on said areas.

(b) That no obstruction shall be placed or permitted on said areas so as to prevent the full access and use of said areas as a right-of-way for ingress, egress and regress for the benefit of all Tracts comprising the property covered by this Declaration.

(c) That no use shall be made of said areas except as walkways and the location of underground utility pipes and lines and facilities incidental thereto for the benefit of said Tracts shown on said plat.

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ARTICLE VI

TEMPORARY STRUCTURES

No Building of a temporary character shall be placed upon any Tract or any portion of the Property at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any building or to any shelters maintained by the Developer.

ARTICLE VII

SIGNS

No signs or other form of advertising of any kind shall be erected, placed or maintained on any part of the Property without approval of the Architectural Control Committee, nor shall any advertising, so approved, be changed without said approval.

ARTICLE VIII

GARBAGE AND REFUSE DISPOSAL

No Tract shall be used or maintained as a dumping ground for trash, garbage or rubbish or for the outdoor storage of equipment or materials. Trash, garbage or other waste shall not be kept except in sanitary containers, which shall be screened from view from the streets and adjoining Tracts. No trash, rubbish, garbage or other waste shall be incinerated, burned or otherwise disposed of on any Tract.

ARTICLE IX

COMBINATION/SUBDIVISION OF TRACTS

Unless approved by the Developer, there shall be no combination and/or subdivision of any Tract or Tracts which produce any tract or tracts smaller in area than any of the original Tracts. In the event of the combination or the subdivision by the Developer or any Owner by permission of the Developer of one or more Tracts, the Easements created in this Declaration and referred to on applicable plats of the Property prior to the transaction, and specifically including the Easements provided for in Article IV hereof, shall exist on the resulting Tracts.

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ARTICLE X

TERM AND AMENDMENTS

The covenants, restrictions and conditions set forth in this Declaration shall run with and bind each Tract and the Property as a whole and shall inure to the benefit of and be enforceable by the Owners of any Tracts or any one or more of them, their respective legal representatives, heirs, successors and assigns entitled to said Property for a term of ten (10)years from the date this Declaration is filed for record with the R.M.C. Office for Charleston County, South Carolina, and thereafter for successive terms of five (5) years unless at the end of any one of said periods the Owners of at least seventy-five (75%) per cent of the Tracts, by an instrument signed by them, agree to modify, amend or revoke the within Declaration in whole or in part. Every purchaser or grantee of any interest in any Tract forming a part of the Property by acceptance of a deed or other conveyance thereto thereby agrees that the covenants, restrictions and conditions of this Declaration shall be binding upon him as provided herein. In the event that the Architectural Control Committee is abolished in accordance with Article III, Section 3, above, this Declaration shall be amended as to said Committee solely upon the execution and filing by the Developer or the Committee of the Certificate required by Article III, Section 3© above.

ARTICLE XI

PROFESSIONAL PARK CLUSTER DECLARATION

Section 1. General. Promptly upon the recording hereof the Developer will apply for a Charter of a non-profit corporation under the laws of the State of South Carolina to be called "Westgate Office Park Cluster Association, Inc."

Membership in said Association shall be limited to Owners of Tracts and every person by the purchase of a Tract automatically becomes a member of said non-profit corporation and is thereby entitled to participate as a member of said corporation during the period of said ownership. The purpose of said corporation is to provide an organizational framework for fulfilling the joint maintenance responsibilities which the Owners of Tracts assume by the purchase of said Tracts subject to the within Declaration. Westgate Office Park shall be referred to herein as the "Professional Park Association".

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Section 2. Powers and Functions. The Association shall be empowered to assess a periodic charge on Owners of all Tracts for the payment of the necessary expenses for the operation of the Association, for lighting, improving and maintaining the common areas within said Property and for such other purposes as the Members of the Association may deem necessary for the general benefit of Owners of Tracts comprising said Property. The amount of the charge or assessment payable by each Tract Owner shall be on an equal basis. The date of payment of said assessments shall be as determined by Members of the Association. In determining action to be taken by the Association, a majority vote of the members shall govern, with each Tract Owner having one vote for each Tract owned. The Association may adopt such By-Laws stipulating the Officers of the Association, their tenure and their functions and may adopt such rules for the governments of the membership with respect to those portions of the Property held by the members subject to joint easements, provided such rules are not in conflict with the provisions hereof. The Association may by its agents or employees enter upon the joint easement areas of any Tract for carrying out any of the functions or responsibilities set out herein. The Association is authorized to take legal action for the enforcement of the joint easement rights of Tract Owners under this Declaration for the enforcement of covenants herein contained and for the collection of contributions assessed against Tract Owners for the maintenance and enjoyment of the joint Property.

Section 3. Charges. The Professional Park Association shall be empowered to assess a periodic charge on the Owners for the necessary expenses for the operation of the Professional Park Association, for improving and maintaining the Parking and Ingress/Egress Easement areas within said Property for landscaping and maintaining the landscaping of open areas and for such other purposes as the Members of the Professional Park Association may deem necessary for the general benefit of Owners of said Tracts laid out on the above mentioned plat. The amount of the charge of assessment payable by each Tract Owner shall be apportioned on the following basis:

Proportionate share of ownership in Westgate Office Park

The date of payment of said assessment shall be as determined by Members of the Professional Park Association. In

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determining action to be taken by the Professional Park Association, a majority vote of the Members shall govern, with each Tract Owner having one vote for each Tract owned. The Professional Park Association may adopt such By-Laws stipulating the Officers of the Professional park Association, their tenure and their functions and may adopt such rules for the governments of the membership with respect to those portions of the Property held by the Members subject to joint easements, provided such rules are not in conflict with the provisions hereof. The Professional Park Association may by its agents or employees enter upon the joint easement areas of any Tract for carrying out any of the functions or responsibilities set out herein. The Professional Park Association is authorized to take legal action for the enforcement of the joint easement rights of Tract Owners under this Declaration for the endorsement of covenants herein contained and for the collection of contributions assessed against Tract Owners for the maintenance and enjoyment of joint Property.

Section 4. Nothing herein contained shall prohibit the adoption by the Owners of any other group of Tracts in the Property of mutual covenants, restrictions, easements or other provisions governing the use, repair, maintenance and improvements within said cluster or group of Tracts or shall prohibit the providing for Easements or for the repair and maintenance of improvements within the area of said cluster or for regulating the termination of amendment of said covenants, restrictions and easements, provided said covenants, agreements and provisions are not in conflict with the within Declaration.

Section 5. A cluster declaration may incorporate within its scope adjoining real property not subject to the within Declaration.

ARTICLE XII

COMMON AREAS

Section 1. Common Areas shall be those areas designated and conveyed as such from time to time by the Developer to the Association.

Section 2. The Developer hereby covenants that it will convey by one or more conveyances by quite claim deed the title to the common areas to the Association. Said deeds shall be subject to covenants and restrictions on use duly recorded in the

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Office of the Register of Mesne Conveyance for Charleston County, South Carolina, which shall include the following provisions.

In Order to preserve and enhance the property values of the WESTGATE OFFICE PARK, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with the standards appropriate to a high quality commercial subdivision.

Section 3. Said covenants and restrictions shall run with the land and be binding upon the Association, its easement of enjoyment, in and to the Common Areas and such easements shall be appurtenant to and shall pass with title to every Tract.

ARTICLE XIII

MISCELLANEOUS REQUIREMENTS

Section 1. No building may be occupied prior to completion or its exterior, including paving of the parking area and landscaping of the area of the tract surrounding the building.

Section 2. No exposed above-ground tanks shall be permitted for the storage of fuel, water or other substances.

Section 3. No trees over six (6) inches in diameter at breast height may be removed from any Tract without the permission of the Committee.

ARTICLE XIV

ENFORCEMENT

This Declaration may be enforced by the Owner of any Tract or any portion of the Property, and such enforcement shall be of any proceeding at law or in equity against any person or persons of other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. The failure by any Owner to enforce any covenant, restriction, or condition set forth in this Declaration shall in no event be deemed a waiver of a right to do so thereafter.

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ARTICLE XV

SEVERABILITY

The invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

ARTICLE XVI

CAPTIONS AND CATCH LINES

The captions and catch lines use in this instrument are for convenience of reference only and shall not limit or otherwise affect any of the term of this Declaration.

ARTICLE XVII

PROPERTY DESCRIPTION

The real property which is and shall be held, transferred, sold, conveyed, mortgaged or otherwise encumbered, given, donated, leased, occupied and used subject to this Declaration is described as follows:

SEE EXHIBIT "A" ATTACHED

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants, Restrictions and Conditions to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

IN THE PRESENCE OF:

By: _____
Larry J. Ferguson

By: _____
Mable Ferguson

By: _____
Arthur C. McFarland

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BK V284PG597

Vernell Fraser

Nellie Starling

By: Anthony B. O'Neill

By: Perry K. Waring

By: Louis Waring, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the above witness and made oath that (s)he was present and saw the within named LARRY J. FERGUSON, MABLE FERGUSON, ARTHUR C. MCFARLAND, ANTHONY B. O'NEILL, PERRY K. WARING and LOUIS WARING, sign, seal and as their acts and deeds deliver the within written Declaration of Protective Covenants, Restrictions and Conditions, and that (s)he with the other witness witnessed the execution thereof.

Vernell Fraser

SWORN to before me this 30th

day of October, 1996

Nellie Starling

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: May 16 2006

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EXHIBIT "A"

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-3B on a plat entitled "Plat Showing The Subdivision of LOT B-3 located in St. Andrews Parish" made by Forsberg Engineers and dated September 13, 1991, and recorded on October 9, 1991 in the R.M.C. Office for Charleston County in Plat Book CE, Page 156. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

The Seller reserves 30 foot easements for driveways (15 feet on each side) of the boundary line separating Lot B-3A from Lot B-3B, and also a 24 foot easement for another driveway (12 feet on each side) on the westernmost boundary line of Lot B-3B which separates said lot from Lot B-1 as shown on the aforementioned plat.

BEING the same property conveyed to Perry K. Waring, Anthony B. O'Neill and Arthur C. McFarland by Louis L. Waring by deed dated June 22, 1995 and recorded in the R.M.C. Office for Charleston County in Book

TMS No.: 351-10-00-093

AND

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-1 on a plat entitled "Plat Showing The Property Line Adjustment of Lot B-1 & B-2 Located in City of Charleston, charleston County, SC" made by Forsberg Engineers and dated December 12, 1994, and recorded in the R.M.C. Office for Charleston County in Plat Book EA, Page 662. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

Subject to a 10 foot utility easement on the eastern boundary line and a 12 foot easement for driveways separating Lot B-1 from Lot B-3A and Lot B-3B as shown on the aforementioned plat.

Being the identical property conveyed to Larry J. Ferguson, Mabel Ferguson, Perry K. Waring and Louis L. Waring, Jr. by deed of Margaret Waring Capers dated May 2, 1995 and recorded in the RMC Office for Charleston County on July 24, 1995 in Book H137 at page 130.

TMS No.: 351-10-00-066

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EXHIBIT "A" (CONTINUES)

All that certain piece, parcel and lot of land and the improvements thereon, that situate, lying and being in St. Andrews School District No. 10, County of Charleston, State aforesaid and containing the following buttings and boundaries.

BEING at an iron stake lettered "A" situated three hundred twenty (320') feet on the Northern side of Wallace School Road Southwest of the Northwest corner of the intersection of Ashley River Road and Wallace School Road, thence running S 48 degrees - 5" W. for a distance of eighty-eight (88') feet to an iron stake lettered "B" thence running N. 38 degrees 30"W for a distance of one hundred ninety-six and six-tenths (196.6) feet to an iron stake lettered "C"; thence running N. 550 degrees-30"E. for a distance of eighty-eight and fifteen hundredths (88.15') feet to an iron stake lettered "D"; and these running S 38 degrees-30"E for a distance of one hundred ninety-three (193.8') to an iron stake lettered "A" which is the point of the beginning.

Being bounded on the Northwest by lands of Charles Waring; on the Northeast by lands of Louis L. Waring, Sr. remaining; on the Southeast by Wallace School Road; and on the Southwest by lands of John Waring. Said measurements, courses, distances, and boundaries will more fully appear when reference is had to a plat of J. O'Hear Sanders, Surveyor, dated July 16, 1966 and "Showing portion of Lot "B" of the Rebecca Waring Estate, with corners lettered A, B, C, D and A about to be conveyed to Louis L. Waring, Jr.," said plat recorded in the RMC Office for Charleston County on October 12, 1966 in Plat Book V at page 48.

TMS No.: 351-10-00-039

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McFARLAND & ASSOCIATES

FILED

V284-582

97 MAY 30 AM 11:23

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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NOTES:

1) THE PROPERTY OWNERS ARE AS FOLLOWS:
LOT B-1 SUITE 300 – PERRY K. WARING & LOUIS L. WARING, JR.
SUITE 400 – LARRY J. FERGUSON & MABEL FERGUSON
LOT B-2 – LOUIS L. WARING, JR.
LOT B-3B SUITE 100 – PERRY K. WARING
SUITE 200 – ANTHONY B. O'NEILL & ARTHUR C. McFARLAND

2) REFERENCE PLAT BY JEFFREY S. COOPER DATED SEPT. 13, 1991 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CE PAGE 156.

3) REFERENCE PLAT BY JEFFREY S. COOPER DATED DEC. 9, 1992 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CK PAGE 179.

4) REFERENCE PLAT BY JEFFREY S. COOPER DATED DECEMBER 12, 1994 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EA PAGE 662.

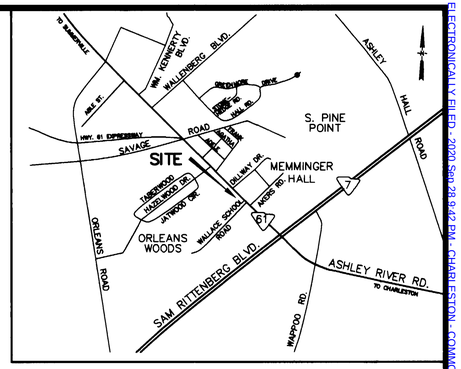
5) ACCORDING TO FLOOD INSURANCE RATE MAP No. 455413 0292 G DATED JULY 15, 1988 THIS PROPERTY LIES IN ZONE C.

6) TMS NO. 351-10-00 PARCELS 39, 66 AND 93.

7) THE AREAS ARE AS FOLLOWS:
LOT B-1 17,951 SF (0.412 AC)
LOT B-2 16,208 SF (0.372 AC)
LOT B-3B 19,264 SF (0.442 AC)

LEGEND:

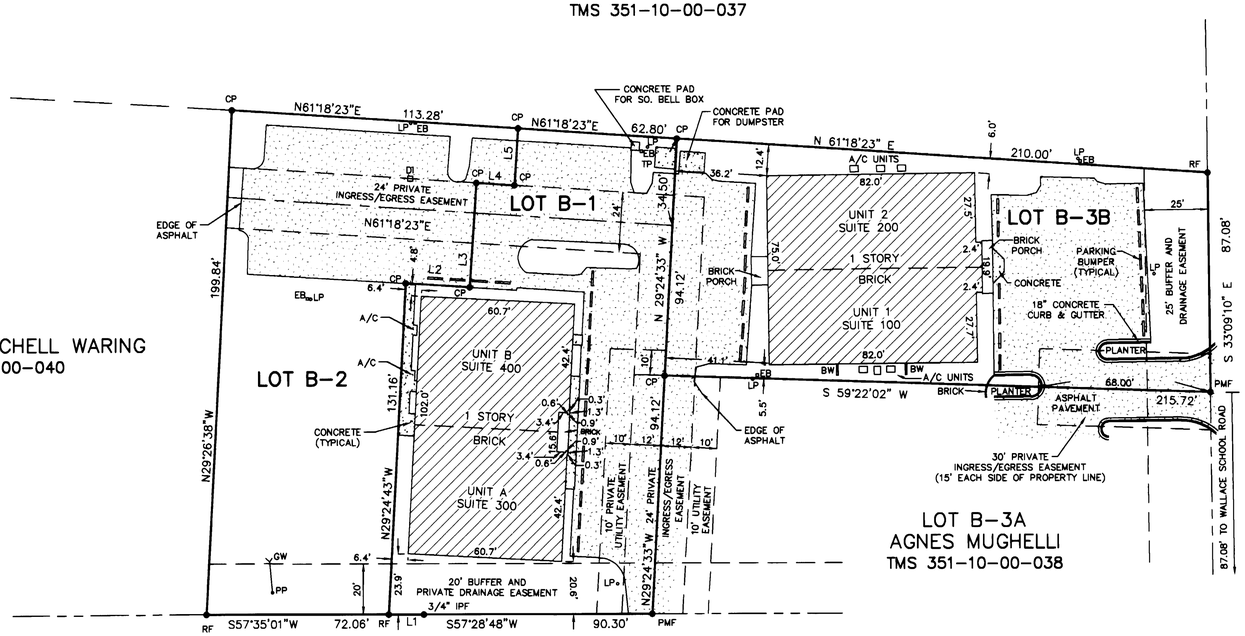
IPF – IRON PIPE FOUND
CP – COMPUTED POINT (WILL BE SET WHEN SITE IMPROVEMENTS ARE COMPLETED)
RF – REBAR FOUND (1/2")
PMF – PUNCH MARK FOUND
TP – TRANSFORMER PAD
LP – LIGHT POLE
EB – ELECTRIC BOX
PP – POWER POLE
GW – GUY WIRE
BW – BRICK WALL



VICINITY MAP

JOSEPH H. & SONIA S. GREENBERG SOKOL
TMS 351-10-00-037

BARBARA ANN MITCHELL WARING
TMS 351-10-00-040



WALLACE SCHOOL ROAD S-10-521
(50' R/W)

S.C. HWY 61 ASHLEY RIVER ROAD
(R/W VARIES)

LINE	DIRECTION	DISTANCE
L1	S57°35'01"W	13.84'
L2	N61°18'23"E	25.27'
L3	N28°41'37"W	41.50'
L4	N61°18'23"E	15.13'
L5	N28°41'37"W	22.50'

4:15 12 EB 810 MAY 97 11
26 5 99
McFarland & O'Neill White

APPROVED PLAT
DATE 5/12/97
FOR CITY ENGINEER
ENGINEERING DIVISION
CITY OF CHARLESTON

SOUTH CAROLINA REGISTERED LAND SURVEYOR 12516 JEFFREY STEVEN COOPER

SOUTH CAROLINA FORSBERG ENGINEERING & SURVEYING, INC. No. C00343 CERTIFICATE OF AUTHORIZATION

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

JEFFREY STEVEN COOPER, R.L.S. No. 12516

PLAT OF
WESTGATE OFFICE PARK
HORIZONTAL REGIME

CITY OF CHARLESTON
CHARLESTON COUNTY, S.C.

SCALE: 1" = 30' OCTOBER 30, 1996
REVISED: NOVEMBER 7, 1996
REVISED: MARCH 11, 1997

30 0 30 60
1" = 30 ' scale feet

FORSBERG ENGINEERING & SURVEYING, INC.
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
803/571-2622

JOB NO. 961276-4

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MASTER DEED

for

WESTGATE OFFICE PARK

HORIZONTAL PROPERTY REGIME

Charleston, South Carolina

****

Perry K. Waring, Louis L. Waring, Jr., Larry J. Ferguson, Mabel O. Ferguson, Anthony B. O'Neill, and Arthur C. McFarland hereinafter referred to as the "Grantors", as the sole owners in fee simple of the land and improvements hereinafter described, do hereby make declare, and publish their intention and desire to submit, the structures hereinbelow described, together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to a Horizontal Property Regime (hereinafter termed "Regime"), to be known as "Westgate Office Park Horizontal Property Regime", in the manner provided for by the Horizontal Property Act, title 27, Chapter 31 of The 1976 Code of Laws of South Carolina as amended (hereinafter termed the Act).

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Grantors set forth the following particulars:

A. Legal Description. The lands which are hereby submitted to the Horizontal Property Regime are located on Ashley River Road and Wallace School Road in the City of Charleston, County of Charleston, State of South Carolina, and described as follows:

SEE EXHIBIT A

B. Improvements. The Grantors have completed or caused to be completed on the above described parcel or land certain improvements, more particularly shown and delineated on the land survey and plat plan (Exhibit "B"). Said Exhibit "B" being incorporated herein by reference. Said improvements consist of four office units in two separate buildings. Together with this Master Deed, said Exhibit "B", constitutes a graphic description of all office units, including their identification numbers, locations, areas and dimensions, and all Common Elements (general and limited), their relative locations and approximate dimensions.

C. Office Units. The Grantors in order to implement Condominium Ownership for the above described premises, covenant and agree to and hereby do, subdivide the above

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described property horizontally into the following Freehold Estates:

1. Four separate parcels of property, being the four Office Units, together with the shares in the General and Limited Common Elements appurtenant to each Office Unit, hereinbefore and hereinafter more particularly described, and as shown graphically in Exhibit "B", referred to hereinabove. Said Exhibit delineates the dimensions of each Office Unit, the location and dimensions of the perimeter walls, and the location dimensions and area of each Office Unit with reference to established geographical points. Each of the said four Office Units consists of:

(a) the volumes or cubicles of space enclosed by the finished interior surfaces of perimeter walls and the finished surfaces of interior walls, ceilings and floors of the Office Unit, and by any doors, windows and such other structural elements that are ordinarily regarded as enclosures of space; and

(b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting however load bearing and other common facilities, and

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(c) interior stairs within the perimeter walls of any Office Unit which has both an upper and lower level, and

(d) the decorated interior surfaces of perimeter walls and the decorated surfaces of interior walls (including load bearing walls, floors and ceilings, consisting of, as the case may be, wallpaper, paint, sheetrock, carpeting, tiles and any and all other finishing materials affixed or installed as a part of the physical structure of the Office Unit, and

(e) all fixtures, appliances, mechanical systems and equipment installed in said Office Unit which are intended for the sole and exclusive use of the Office Unit. No pipes, wires, conduits, other public utility lines or installations constituting a part of the overall systems designated for the service of any other Office Unit, nor any of the structural members or portions of the building, nor any other property of any kind, including fixtures and appliances within the Office Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to a part of any individual Office Unit. The word "Office Unit" when used throughout this instrument shall be deemed to refer to each

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of the aforesaid Office Units as herein described, and shall have the same meaning as set forth in the act.

2. A description of the Common Elements of the Regime (including both the General Common elements and the Limited Common Elements) as defined herein and in the Act is as follows:

(a) The parcel of land described above, and shown in Exhibit "B" attached hereto; and

(b) Those portions of the Building not otherwise herein defined as being embraced within the four individual Office Units including but not limited to balconies, the foundations, roofs, floors, ceilings, perimeter walls and partitions, walls enclosing common pipe chases and other common facilities, slabs, entrance and exit or communication ways, pipes, wires, conduits, chimneys, air ducts and public utility lines, including the space actually occupied by the above, all as are more particularly shown in Exhibit "B" attached hereto, and

(c) All improvements to the premises constructed or to be constructed such as utilities, walkways, plants, trees, shrubbery, lawns, located on the said parcel of land; and

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(d) Parking areas as shown in Exhibit "B", attached hereto.

(e) All other elements of the Office Park, not included within the Office Units, constructed or to be constructed on the aforesaid parcel of land rationally of common use or necessary to their existence, upkeep and safety and in general, all other devices, or installations existing for common use, and

(f) All other property of the Regime, whether land, building improvements, personal property, or otherwise, except such as is included in the four Office Units as more particularly described in the subparagraph (1) hereinabove; and

(g) All assets of Westgate Office Park Landowners Maintenance Association, Inc. (a nonprofit corporation organized for the purpose of carrying out the powers, duties, and obligations of the "Council of Co-Owners" as defined in the Act); and

(h) Easements through Office Units for conduits, ducts, plumbing, and other facilities for the furnishing of utility services to Office Units and the General Common Elements; provided, however, such easements through an Office Unit

shall be only according to the plans and specifications for the Building, or as the Building is constructed, unless approved in writing by the Office Unit owner; and

(i) An easement of support in every portion of an Office Unit which contributes to the support of the Building; and

(j) Easements through the Office Units and General Common Elements for maintenance, repair and replacement of the Office Units and General Common Elements; and

(k) Installation for the furnishing of utility services to more than one Office Unit or to the General Common Elements or to an Office Unit other than the one containing the installation, which installation shall include conduits, ducts, plumbing, wiring and other facilities for the rendering of such services.

D. Common Elements. The ownership of each Office Unit shall include an undivided share in and to the Common Elements as defined and as set forth in Section Q (6). It is the intention of the Grantors hereby to provide that the Common Elements in the Regime shall be owned by the Co-Owners of the Office Units as tenants in common, the undivided share of each Co-Owner being as stated above. The

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Association shall have the power to determine the use to be made of the Common elements from time to time, provided that such use shall not discriminate against any Co-owner. The Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the Act or other provisions of this Master Deed or any exhibits hereto.

E. Limited Common Elements. Portions of the Common Elements are hereby set aside and reserved for the restricted use of certain Office Units to the exclusion of the other Office Units, and such portions shall be known and referred to herein as Limited Common Elements. The Limited Common Elements restricted to the use of certain Office Units are those portions of any walls which are deemed to be Common Elements and which are within the individual Office Units, and all windows and doors serving each Office Unit.

F. Undivided Share in Regime. The basic value of each Office Unit and the total basic value of all the Property of the Regime for the sole and exclusive purpose of determining the property rights and obligations of the Co-Owners is set forth in exhibit "C" attached hereto. The percentage (share) in the Common Elements set forth in Exhibit "C"

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shall also be the percentage appertaining to the several Office Units (and their Co-owners) in the Common Expenses and rights in the Common Surplus, and said percentage shall constitute the proportionate representation appertaining to each Office Unit for voting purposes in the Council Co-Owners (see paragraph "H" herein).

G. Office Units and Undivided Shares Inseparable. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of the Co-Ownership; any transfer, conveyance or encumbrance of an individual Office Unit shall be deemed to also transfer, convey or encumber the undivided interest of the Co-Owner in the Common Elements appertaining to the Office Unit without specifically or particularly referring to same. The Grantors, their heirs, successors and assigns and their grantees, their heirs successors and assigns, further covenant and agree that any conveyance, transfer or alienation of any Office Unit shall conclusively be deemed to include all of the interest of the Co-Owner in Westgate Office Park Landowners Maintenance Association, Inc. (the Council of Co-Owners), and any encumbrance upon any Office Unit shall also be conclusively deemed to attach

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to all of the interest of the Co-Owner of such Office Unit in the Regime. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred except as an appurtenance to his Office Unit.

H. Administration of Regime. The Regime shall be administered, supervised and managed by a Council of Co-Owners organized as a South Carolina nonprofit corporation known as Westgate Office Park Landowners Maintenance Association, Inc. (hereinafter called the "Association"), having its principal office in Charleston, South Carolina, which shall act by and on behalf of the Co-Owners of the Office Units in the Regime in accordance with this instrument, the By-Laws of the Association, annexed hereto as Exhibit "E", and in accordance with the Act, as amended. The Charter and By-Laws, attached as Exhibits "D" and "E", form an integral part of the plan of ownership herein described, shall govern the conduct and affairs of the Co-Owners of the Regime (who are members of the Association) and shall be construed in conjunction with the provisions of the Master Deed.

1. Pursuant to the Act, the Association is hereby designated as the form of administration of the Regime, and

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the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Regime, the same being more particularly set forth in the Charter and By Laws of the Association hereto attached as exhibits "D and "E". The Association shall also be empowered and is hereby empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated to it by the Co-Owners of Office Units in the Regime.

2. The Co-Owners of an Office Unit shall automatically, upon becoming the Co-Owners of an Office Unit, be a member of the Association, and shall remain a member of said Association until such time as his, her or its ownership ceases for any reason, at which time, his, her or its membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of the title to an Office Unit, neither membership in the Association nor any share in the assets of the Association shall be transferable, and any attempted transfer shall be null and void.

3. Reasonable regulations concerning the use of the property may be made and amended from time to time by the Association in the manner provided in its Charter. Copies of such regulations and amendments thereto shall be furnished by the Association to all Co-Owners of Office Units and residents of the regime upon request.

4. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Co-Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Co-Owners or Persons.

I. Restrictive and Protective Covenants, Agreements and Easement Grants. To further implement this plan of Condominium Ownership, to make feasible]e the ownership and sale of Office Unit units in the Regime, to preserve the character of the Office park, Grantors, their successors and assigns, by reason of this Master Deed, and all future Co-Owners of Office Units in the Regime by their acquisition of title thereto, covenant and agree as follows:

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No partial conveyance: Each Office Unit shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be leased, conveyed, devised, inherited, transferred or encumbered along with its allocated percentage in the Common Elements, in the same manner as any other parcel of real property, independently of all other Office Units, subject only to the provisions of this Master Deed, the Charter and By-Laws of the Association, and the Act.

2. Nuisances prohibited. No nuisances shall be allowed upon the Property of the Regime.. All parts of such Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No Co-Owner shall permit any use of his Office Unit or make any use of the Common Elements which will increase the rate of insurance upon the Property.

3. Encroachment easement. In the event that any portion of the Common Elements now or hereafter encroaches upon any Office Unit, or vice versa, or in the event that any portion of one Office Unit now or hereafter encroaches upon another Office Unit, valid easement for the

encroachment and for the maintenance of the same, so long as it stands, does and shall exist.

4. Actual location controls. In interpreting any and all provisions of this instrument, the Exhibits attached hereto, and subsequent deeds and mortgages to individual Office Units, the actual location of the Office Unit 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 as indicated on Exhibits attached hereto. To the extent that such minor variations in location do or shall exist, a valid easement therefor, and for the maintenance thereof, does and shall exist

5. Utility Easement. A valid easement does and shall continue to exist in favor of the Association throughout the Common Elements for the purpose of installation, maintenance, repair, and replacement of elevators, cable T.V. systems, 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, and as set forth in paragraph C2, hereinabove.

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6. Use of Common Elements. Each Co-Owner, tenant, or occupant of an Office Unit may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Co-Owners, tenants or occupants.

7. Right of Access. The Association shall have the irrevocable right, to be exercised by its duly authorized officer or agent, to have access to each Office Unit 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 therein necessary to prevent damage to the Common Elements or to another Office Unit.

J. Amendment of Master Deed. Neither this Master Deed nor any of its provisions shall be revoked or amended without the acquiescence of all Co-Owners and all of the record holders of encumbrances affecting any Office Unit, except as follows:

1. As provided in Paragraph E, hereinabove; or

2. The system of administration as set forth in the Charter and By-Laws may be amended and modified from time to

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time in accordance with the provisions of the Act and any other applicable provisions, of the Code of Laws of South Carolina, the Charter and By-Laws of the Association; or

3. The Grantors may make any corrective changes herein which will not adversely affect the interest of any Co-Owner or any mortgagee if such changes are necessary to correct typographical, grammatical or similar errors, or to accommodate requirements of a title insurance company or lending institution.

Except as above provided, the procedure for effecting such an amendment or revocation of the Master Deed shall be that provided for the amendment of the By-Laws except that the approval of all the Co-Owners of the Regime shall be required; and in addition thereto, the consent of each lienholder of record on any Unit in the Regime, as of the date of the adoption of any such Amendment or revocation. Any such amendment or revocation shall be executed and subscribed with the same formalities required in South Carolina for the making of Deeds, and recorded in the public records of the County of Charleston.

K. Assessments. The Co-Owner of each Office Unit is bound to contribute and shall be assessed by the Association

pro rata according to the percentage of his share in the Common Elements toward the expenses of administration and of maintenance, insurance and repair of the said Common Elements in such amounts as shall from time to time be fixed and assessed by the Association and to any other expenses that may be lawfully agreed upon, all as is more set forth in the By-Laws attached hereto and incorporated by reference herein. No Co-Owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements of the Association or by abandonment of the Office Unit owned by him any sums which have been assessed against an Office Unit but are not paid in accordance with the provisions of the By-Laws shall constitute a lien on said Office Unit prior to all other liens except only tax liens on the Office Unit in favor of any taxing authority any mortgages or other liens, duly recorded, which may encumber the Office Unit.

L. Alterations and Modifications.

1. No alteration, modification or improvement shall be made to any Office Unit or to the building nor shall any addition be made thereto, nor shall any portion thereof be

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removed which might affect the structural soundness of the Building or jeopardize the safety of any Co-Owner.

2. Nothing shall be done by the Association or any Co-Owner to impair any easement, or to change the external appearance of the Building without first obtaining the approval in writing of the Board of Directors of the Association and Co-Owners of at least seventy-five (75%) per cent of the Common Elements of the entire Regime.

3. The Association shall] have the right to make or cause to be made such alterations, modifications and improvements to the Common Elements, provided such alterations, modifications or improvements are first approved in writing by the Board of Directors of the Association and also by the Co-Owners of Sixty (60%) per cent or more of the Common Elements of the entire Regime; and the cost of such alterations, modifications or improvements shall be assessed as Common Expenses and collected from the Co-Owners of all Office Units according to their percentage of ownership of Common Elements of the entire Regime.

4. No alteration, modification or improvement as provided for in paragraphs 2 and 3 above shall interfere

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with any material right of any Co-Owner unless his prior written consent is obtained

M. Relief. Each Co-Owner, tenant and occupant of an Office Unit shall be governed by and shall comply with the terms of this Master Deed and all exhibits thereto, any regulations adopted thereunder and said documents as they may be amended from time to time. Failure to comply therewith shall entitle the Association or other Co-Owners to the following relief:

1. Such relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief, or both, which actions may be maintained by the Association, or in a proper case by an aggrieved Co-Owner.

2. A Co-Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of the Co-Owner or by that of any member of the Co-Owner's family or the Co-Owner's guests, employees, agents or lessees, but only to the extent that such expense is not met my the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use,

misuse, occupancy or abandonment of any Apartment or its appurtenances, or of the Common Elements.

3. In any proceeding arising because of an alleged default by a Co-Owner under any provisions of this Master Deed and all exhibits hereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

4. The failure of the Association or any person to enforce any covenant, restriction or other provision contained in the Act, this Master Deed and exhibits attached hereto, the regulations adopted pursuant hereto and said documents as they may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

N. Conditions of Title. The present title to the property hereby subdivided by the Grantors and the title to each Office Unit which shall be hereafter conveyed or acquired in any manner, is hereby expressly declared and made subject to the terms and provisions of this instrument and its exhibits. The acquisition of title to an Office Unit shall be conclusively deemed to mean that the acquirer approves, adopts and ratifies the provisions of this instrument, the By-Laws and Rules and Regulations of The

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Westgate Office Park Association, Inc., and will comply therewith. The covenants, agreements, and restrictions set forth therein shall be appurtenant to each Office Unit, shall run with the land and shall be binding upon the Grantors, its successors and assigns and upon all persons whomsoever (including corporate and/or business entities) claiming by, through or under the Grantors ; their heirs, executors, administrators, successors and assigns.

O. **Severability**. It is the intention of the Grantors that the provisions of this instrument and its exhibits are severable so that if any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable federal state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof is, at the time of the recording of this instrument, void, unenfcrceable as being contrary to any applicable federal, state or local law, the Grantors, its successors and assigns, and all Persons claiming by, through, or under the Grantors, covenants and agrees that any future amendments or supplements to the said By-Laws having the effect of removing said invalidity or unenforceability, shall be

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deemed to apply retroactively to this instrument thereby operating to validate the provisions of this instrument and the exhibits thereto. which otherwise might be invalid; and it is further covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

P. Captions. Captions of Titles in this document are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this document or the intent of any provision herein

Q. Definitions. The terms used in this Master Deed and in the Exhibits thereto shall have the meanings stated in the Act and as follows, unless the context otherwise requires:

1. Office Unit means a part of the property intended for independent commercial use including one or more rooms or enclosed spaces located on one or more floors (or part there of) in a Building, and with a direct exit to a public street or highway, or to a common area leading to such street or highway.

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2. Assessment means a Co-Owner's pro rata share of the Common Expenses which from time to time is assessed against a Co-Owner by the Association.

3. Association means the Council of the Co-Owners as defined by the Act and also means the Westgate Office park Association, Inc. the corporate form by which the Council of Co-Owners shall operate the Condominium.

4. Building means the structure containing one or more units.

5. Common Elements means the General and Limited the Common Elements, as defined herein and in the Act. includes:

6. General Common Elements means and includes:.

(a) The land in fee simple on which the Buildings stands;

(b) The foundations, main walls, roofs, halls, foyers, entrance and exit or communication ways;

(c) The yards and gardens;

(d) All assigned and unassigned parking spaces;

(e) The compartments or installations of central services such as power, light, gas, cold and hot water, and the like;

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(f) All other elements of the property rationally of common use or necessary to its existence or upkeep and safety.

7. Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain number of Office Units to the exclusion of the other Office Units.

8. Common Expenses means the expenses for which the Office Unit Co-Owners are liable to the Association and include:

(a) Expenses of administration; expenses of maintenance, insurance, operation, repair or replacement of the Common Elements, and of the portions of Apartments which are the responsibility of the Association;

(b) Expenses declared common expenses by provisions of this Master Deed;

(c) Any valid charge against the Regime as a Whole.

9. Common Surplus means the excess of all receipts of the Association including but not limited to assessments, over the amount of Common Expenses.

10. Co-Owner means a person, firm, corporation, partnership; association, trust or other legal entity, or

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any combination thereof, who owns an Office Unit within the Buildings.

11. Condominium Ownership means the individual ownership of a particular Office Unit in the Building and the common right to a share, with other Co-Owners, in the general and limited Common Elements of the Property

12. Institutional Mortgage, sometimes referred to as first mortgage" herein means a first mortgage originally executed and delivered to or held through assignment or Assignments by a bank or a savings and loan association, or an insurance company, or a title insurance company, or a pension trust, estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing, or a designee of any of the foregoing, or the Grantors or any of its subsidiaries.

13. Master Deed means the deed establishing and recording the Property of the Horizontal Property Regime and all exhibits thereto.

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14. Person means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

15. Property means and includes the land, the building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

16. Utility Services means and refers to, electric power, gas, hot and cold water, heating, air conditioning, garbage and sewage disposal.

R. Singular, Plural, Gender. Whenever the context so permits the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed this 30th day of October, 1996.

Perry K. Waring

Louis L. Waring, Jr.

Larry K. Ferguson

Mabel Ferguson

Anthony B. O'Neill

Arthur C. McFarland

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STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that he saw the within-named Grantors sign, seal and as their act and deed deliver the within Master Deed for the uses and purposes therein mentioned and that he with the other witness above-named witnessed the execution thereof.

Sworn to before me this 30
day of October, 1996.

Notary Public for South Carolina
My Commission Expires: July 23, 2001

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EXHIBIT "A"

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-3B on a plat entitled "Plat Showing The Subdivision of LOT B-3 located in St. Andrews Parish" made by Forsberg Engineers and dated September 13, 1991, and recorded on October 9, 1991 in the R.M.C. Office for Charleston County in Plat Book CE, Page 156. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

The Seller reserves 30 foot easements for driveways (15 feet on each side) of the boundary line separating Lot B-3A from Lot B-3B, and also a 24 foot easement for another driveway (12 feet on each side) on the westernmost boundary line of Lot B-3B which separates said lot from Lot B-1 as shown on the aforementioned plat.

BEING the same property conveyed to Perry K. Waring, Anthony B. O'Neill and Arthur C. McFarland by Louis L. Waring by deed dated June 22, 1995 and recorded in the R.M.C. Office for Charleston County in Book S256-785.

TMS No.: 351-10-00-093

AND

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-1 on a plat entitled "Plat Showing The Property Line Adjustment of Lot B-1 & B-2 Located in City of Charleston, charleston County, SC" made by Forsberg Engineers and dated December 12, 1994, and recorded in the R.M.C. Office for Charleston County in Plat Book EA, Page 662. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

Subject to a 10 foot utility easement on the eastern boundary line and a 12 foot easement for driveways separating Lot B-1 from Lot B-3A and Lot B-3B as shown on the aforementioned plat.

Being the identical property conveyed to Larry J. Ferguson, Mabel Ferguson, Perry K. Waring and Louis L. Waring, Jr. by deed of Margaret Waring Capers dated May 2, 1995 and recorded in the RMC Office for Charleston County on July 24, 1995 in Book U257 at page 004.

TMS No.: 351-10-00-066

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EXHIBIT "A" (CONTINUES)

All that certain piece, parcel and lot of land and the improvements thereon, that situate, lying and being in St. Andrews School District No. 10, County of Charleston, State aforesaid and containing the following buttings and boundaries.

BEING at an iron stake lettered "A" situated three hundred twenty (320') feet on the Northern side of Wallace School Road Southwest of the Northwest corner of the intersection of Ashley River Road and Wallace School Road, thence running S 48 degrees - 5" W. for a distance of eighty-eight (88') feet to an iron stake lettered "B" thence running N. 38 degrees 30"W for a distance of one hundred ninety-six and six-tenths (196.6) feet to an iron stake lettered "C"; thence running N. 550 degrees-30"E. for a distance of eighty-eight and fifteen hundredths (88.15') feet to an iron stake lettered "D"; and these running S 38 degrees-30"E for a distance of one hundred ninety-three (193.8') to an iron stake lettered "A" which is the point of the beginning.

Being bounded on the Northwest by lands of Charles Waring; on the Northeast by lands of Louis L. Waring, Sr. remaining; on the Southeast by Wallace School Road; and on the Southwest by lands of John Waring. Said measurements, courses, distances, and boundaries will more fully appear when reference is had to a plat of J. O'Hear Sanders, Surveyor, dated July 16, 1966 and "Showing portion of Lot "B" of the Rebecca Waring Estate, with corners lettered A, B, C, D and A about to be conveyed to Louis L. Waring, Jr.," said plat recorded in the RMC Office for Charleston County on October 12, 1966 in Plat Book V at page 48.

TMS No.: 351-10-00-039

Being the same conveyed to Louis L. Waring, Jr by deed of Louis L. Waring, Sr. by deed dated August 28, 1966 and recorded in the RMC Office for Charleston County in Book PØ86-11.

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EXHIBIT "C"

BASIC VALUE OF OFFICE UNITS

SUITE NUMBER	BASIC VALUE	PERCENTAGE
Suite 100	$ 335,000.00	27%
Suite 200	335,000.00	27%
Suite 300	162,500.00	13%
Suite 400	415,000.00	33%

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EXHIBIT D

BK U284PG148

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
JIM MILES
NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

1. The name of the nonprofit corporation is Westgate Office Park Landowners Maintenance Association, Inc.

2. The initial registered office of the nonprofit corporation is 1847 Ashley River Road, Suite 200
Street & Number,
Charleston, Charleston, South Carolina 29407
City, County, State, Zip Code

The name of the registered agent of the nonprofit corporation at that office is Arthur C. McFarland

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

a. [ ] The nonprofit corporation is a public benefit corporation.

b. [ ] The nonprofit corporation is a religious corporation.

c. [X] The nonprofit corporation is a mutual benefit corporation.

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

a. [X] This corporation will have members.

b. [ ] This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is 1847 Ashley River Road, Suite 200, Charleston, Charleston, S.C. 29407
Street & Address,
City, County, State, Zip Code

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

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

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

_____

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

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

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

_____

_____

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

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9. The name and address (with zip code) of each incorporator is as follows (only one is required):

Name	Address (with zip code)
Arthur C. McFarland	12 Magazine Street Charleston, SC 29401

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

_____ Signature of director
(only if named in articles)

_____ Signature of director
(only if named in articles)

_____ Signature of director
(only if named in articles)

11. Each incorporator must sign the articles.

Arthur C. McFarland
Signature of incorporator

_____
Signature of incorporator

_____
Signature of incorporator

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.

2. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.

3. This form must be accompanied by the filing fee of $25.00 payable to the Secretary of State.

Form Approved by South Carolina
Secretary of State Jim Miles
June 1994

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EXHIBIT "E"

WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME

THESE BYLAWS OF WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME are promulgated pursuant to the Horizontal Property Act of South Carolina (the "Act") for the purpose of governing Co-owners Counsel (The "Association") and the administration of WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME, (The "Property), which has been submitted to a Horizontal Property Regime. The terms used herein are defined in the Master Deed by which the Property is so constituted, and these Bylaws incorporate and are subject to the Provisions of said Master Deed.

ARTICLE I

OWNERS

A. MEMBERSHIP: Every Owner shall be a member of the Association. A person who holds title to a unit merely as security for payment of a debt shall not be entitled to exercise the rights of an Owner unless such person holds a proxy conferring such rights.

B. VOTE: Each Owner shall be entitled to cast one vote for each one tenth (0.1%) of a percent of such Owner's interest in the Common Elements. Votes can be cast only at a meeting of the Council convened in accordance with the Bylaws, and in the absence of the valid proxy, an individual shall act in his own behalf, a corporation shall act by an officer, partnership shall act by any general partner, an association shall act by any associate, a trust shall act by any trustee, and any other legal entity shall act by any managing agent. The failure of an absent Owner to execute and

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return the proxy form sent to him in the mail referred to in Paragraph P of this Article shall constitute a proxy to and for the majority present and voting. When an Owner consists of two or more persons any one shall be deemed authorized to act for all or two or more persons, and any one shall be deemed authorized to act for all unless another objects, in which case the vote which such Owner would otherwise be entitled to cast may not be cast. All votes appurtenant to a single unit must be cast together and may not be split.

C. MAJORITY: "Majority of Owners" mean the Owners of fifty-one 51%) percent or more of the basic value of the property as a whole. Each Owner is entitled to cast votes in accordance with their percentage interests in the Regime Common Elements.

D. QUORUM: The presence of Owners in person or by proxy owning fifty-one (51%) percent of the basic value of the Property shall constitute a quorum for the transaction of business at meetings of the Council; provided, however, that any absent Owner who does not execute and return the proxy form sent to him in the mail referred to in Paragraph P of this Article shall be deemed to be present for the purpose of determining the presence of a quorum; and, said absent Owner's vote will be cast with the majority of those present and voting.

E. CONSENT: Any action which may be taken by a vote of the

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Owners may also be taken by written consent of such Owners.

F. ORGANIZATIONAL MEETING: The organizational meeting of the Association shall be held at such time as Declarant deems appropriate but not later than December 31, 1996. The following matters, and such other business as the Manager may deem appropriate, shall be taken up at the initial meeting;

1. Adoption of the fiscal year;
2. Approval of the budget for the fiscal year;
3. Determination of the Annual Assessment and the date upon which it is due and payable;
4. Determination of the date of the first and subsequent annual meetings; and
5. The election of the initial Regime Manager in accordance with Article II of these Bylaws.

G. ANNUAL MEETINGS: An annual meeting of the Owners shall be held on the second Tuesday of the first month of each fiscal year of the Association, beginning with the first fiscal year following the fiscal year in which the organizations meeting is held, or at such other time during each year as may be determined by a vote of the majority of the Owners. Any business which is appropriate for action of the Owners may be transacted at an annual meeting or at any special meeting.

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BK U284PG153

H. SPECIAL MEETINGS: Special meetings of the Owners may be called at any time by the Regime Manager or by written request of a majority of Owners. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Owners waive notice of any additional business.

I. NOTICE OF MEETINGS: Written notice of every annual or special meeting of the Owners stating the time and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Owner not fewer than ten (10) days nor more than thirty (30) days in advance of the meeting. Failure to give proper notice of a meeting of the Owners shall not invalidate any action taken at such meeting unless an Owner who was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Owner objects shall be void.

J. WAIVER OF NOTICE: Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may in writing waive notice of any meeting of the Owner, whether in person or by proxy, shall be deemed waiver by such Owner of notice of time, date and place thereof unless such Owner specifically objects to lake of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless

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objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

K. PLACE OF MEETING: All meeting of the Owners shall be held upon the property or at such other place within the County in which the Property is situated and convenient to the Owners as the Regime Manager may direct.

L. ADJOURNMENT: Any meeting of the Owners may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the Owners holding a majority of the votes represented at such meeting regardless of whether a quorum is present. Any business which could property be transacted at an adjourned session and no additional notice of adjourned sessions shall be required.

M. ORDER OF BUSINESS: The order of business at all meetings of the Owners shall be as follows:

1. Roll call;
2. Proof or proper notice of the meeting or waiver of notice;
3. Reading of minutes of the preceding meeting;
4. Report of the Regime Manager;
5. Report of Committees;
6. Election of Regime Manager (when required);
7. Unfinished business;
8. New business.

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N. MINUTES OF MEETING: The Regime Manager shall prepare, or cause to be prepared, and keep accurate minutes of every meeting of the Owners. Such minutes shall be made available for examination and copying by any Owner at any reasonable time.

O. WHO MAY ACT FOR AN OWNER: In the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by an officer thereof, a partnership shall act by any general partner thereof, a trust shall act by and trustee thereof, and any other legal entity shall act by and managing agent thereof. When an Owner consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Owner unless another of such persons objects, in which case such persons shall act individually in proportion to their respective interest in the units.

P. PROXIES: Any Owner may by written proxy designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Council. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Regime Manager. If at least thirty (30) days prior to a duly called meeting an Owner is informed by mail of (1) the time and place of the meeting; (2) the agenda of

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the meeting, and (3) such date as is then available relative to issues on which there will be vote and a proxy form is included in such mailing and the Owner neither attends the meeting nor returns his executed proxy then such Owner shall be deemed to have given his proxy to and for the majority present and voting.

ARTICLE II

REGIME MANAGER

A. FORM OF ADMINISTRATION: The administration of the Association and the property shall be vested in a Regime Manager elected from the Owners.

B. AUTHORIZATION AND DUTIES: The authorities and duties of the Regime Manager shall include the following:

1. To provide for the surveillance and security of the Property;
2. To provide for the maintenance, repair and replacement of the Common Elements;
3. To employ and discharge the persons necessary for the operation, maintenance, repair and replace of the Common Elements;
4. To collect from the Owners their respective share of the Common Elements;
5. To insure the property as hereinafter provided;

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6. To enact reasonable regulations governing the operation and use of the Common Elements;

7. To enforce the terms of the Act, Master Deed, and these Bylaws and the regulations promulgated pursuant thereto as hereinafter provided; and

8. To administer the Association and the Property on behalf of and for the benefit of all owners.

C. QUALIFICATION: Only an individual who is an Owner, or who together with another person or persons is an Owner, or who is an officer of an association, a trustee of a trust, or a managing agent or any other legal entity which is an Owner, or which together with another person or persons is an Owner, may be elected or continue to serve as a Regime Manager.

D. ELECTION AND TERM: That initial Regime Manager shall be elected at the organizational meeting of the Association. A plurality of the votes cast shall be sufficient to elect the Regime Manager in any election. A Regime Manager may be elected to succeed himself, and a Regime Manager shall be deemed to continue in office until his successor has been elected and has assumed office.

E. REMOVAL: A Regime Manager may be removed from office with or without cause by the affirmative vote of Owners of two-thirds (2/3) of the total interest in the Common Elements. The unexpired

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portion of the term of any Regime Manager so removed shall be filled by a new Regime Manager elected by the affirmative note of a Majority of the Owners.

F. VACANCY: Vacancy in the Regime Manager caused by reason other than the removal shall be filled by a new Regime Manager elected by the affirmative vote of a majority of the Co-owners.

G. COMPENSATION: Unless otherwise provided by a vote of two-thirds (2/3rd) of the Co-Owners the Regime Manager shall serve without compensation but shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

ARTICLE III

FINANCES

A. FISCAL YEAR: The fiscal year of the Association shall be the calendar year unless the Owners shall otherwise determine.

B. BUDGET: The Regime Manager shall prepare and submit to the Owners at each annual meeting of the Owners a proposed budget for the Association for the upcoming fiscal year. The proposed budget for the Association shall be set forth with particularity and anticipated Common Expense for the fiscal year and the amount of money needed to establish reasonable reserve for the payment of future or unforeseen Common Expenses.

C. APPROVAL OF BUDGET: The proposed budget, as it may be amended upon by motion of any Owner, shall be submitted to a vote of the

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Owners and when approved by the affirmative vote of a majority of the Owners shall become the budget for the Association for the fiscal year (The "Budget"). The terms of the Budget shall be binding upon the Regime Manager until such terms are amended by action of the Owners.

D. REGULAR ASSESSMENTS: The funds required by the Budget shall be collected from the Owners by the Regime Manager in equal monthly or quarterly assessments as the Regime Manager may determine.

E. INDIVIDUAL ASSESSMENTS: Any payments to the Association which one or more but less than all of the Owners shall be obligated to make pursuant to the terms of the Act, Master Deed for these Bylaws shall be due upon demand and shall be collected by the Regime Manager.

F. COLLECTION: Owners shall be personally liable for all assessments and shall pay the same promptly when due. The Regime Manager shall take prompt and appropriate action to collect by suit, foreclosure or other lawful method any overdue assessment. If any overdue assessment is collected by an attorney or by an action at law, the Owner owning same shall be required to pay all reasonable costs of collection including attorney's fees.

H. PENALTY: An assessment not paid within (10) days following the date when due shall bear a penalty of Five ($5.00) Dollars plus

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two (2%) percent of the assessment per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment. For purposes of this paragraph only, an unpaid assessment shall not be deemed over due until the Regime Manager has delivered to such Owner a written notice of the amount due and date due in which case no further demand shall be necessary. The Regime Manager may in its discretion waive all or any portion of a penalty imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Owner.

I. ACCOUNTS: The Regime Manager shall maintain on behalf of the Association a checking account with a state or federally chartered bank having an office in the count where the Property is situated. All funds of the Association shall be promptly deposited in one of said accounts, except that the Regime Manager may maintain a petty cash fund of not more than Fifty ($50.00)Dollars for payment of minor current expenses of the Associations. The books and records relating to any account of the Association shall be made available for examination and copying by any Owner at any reasonable time.

J. PAYMENTS: The Regime Manager shall provide for payment of all debts of the Association from the funds collected from the Owners. Expenditures specifically approved in the Budget may be paid without further approval unless the Regime Manger shall be

otherwise determined. All other expenditures which are in excess of Five Hundred and No/100 ($500.00) Dollars shall be reviewed and approved by two-thirds (2/3rd) of the Co-owners before payment is made. All checks and requirements for withdrawals drawn upon any account of the account of the Association shall be signed by the Regime Manager.

K. ACCOUNTING AND AUDITS: All books and records of the Association shall be kept in accordance with good and accepted accounting practice and an outside audit shall be made at least once a year.

ARTICLE IV

MAINTENANCE AND IMPROVEMENTS

A. MAINTENANCE BY THE REGIME MANAGER: The Regime Manager shall provide for the maintenance, repair and replacement of the Common Elements including the Limited Common Elements and shall employ and dismiss the personnel required for such maintenance, repair and replacement.

B. MAINTENANCE BY OWNERS: Each Owner shall maintain his unit, except the exterior portions thereof which are maintained by the Regime Manager in a good condition and repair.

C. DEFAULT BY OWNER: In the event that any Owner fails to perform the maintenance required by such Owner by these Bylaws or by any lawful regulation enacted pursuant hereto and such failure

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creates or permits a condition which is hazardous to life, health or property or which reasonably interferes with the rights of another Owner or which substantially detracts from the value or appearance of the Property, the Regime Manager shall, after giving such Owner reasonable notice of an opportunity to perform such maintenance, cause such maintenance to be performed and charge all reasonable expenses of so doing to such Owner by an individual assessment.

D. EXPENSES: Except as hereinafter provided, the expenses of maintenance, repair and replacement provided by the Regime Manager shall be Common Elements. The expenses of maintenance, repair or replacement which are necessitated by (I) the failure of an Owner to perform the maintenance required by the Bylaws, or by any lawful regulation enacted pursuant hereto, (ii) the willful act, neglect or abuse of an Owner, or (iii) in uninsured loss which is to be borne by an Owner in accordance with Article VII of these Bylaws shall be charge to such Owner by an individual assessment.

E. IMPROVEMENTS: The Regime Manager shall provide for the making of such improvements to the Common Elements as may be approved from time to time by the Owners. The cost of such improvements shall be Common Expenses; provided however, that no Owner shall without his consent be assessed in any one year for making of improvements to the Common Elements an amount in excess of one (1%) percent of the

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value of his unit as set forth in the Master Deed.

ARTICLE V

REPAIR AND RESTORATION

A. DECISION OF OWNERS: In the event of substantial damage to or destruction of any portion of the Property, the damage or destruction shall promptly be appraised by the Regime Manager. If more than two-thirds (2 /3) of the Property has been destroyed, the Regime Manager shall promptly call a special meeting of the Owners to determine in the manner provided in the Master Deed whether the Property shall be reconstructed. In the event that the Owner determines not to reconstruct the Property, the Secretary shall execute a certificate to that effect and cause the same to be recorded in the same manner as the Bylaws.

B. RECONSTRUCTION: Unless the Owners affirmatively determine in the manner provided in the Master Deed not to reconstruct the Property following damage or destruction thereof the Regime Manager shall promptly provide for such reconstruction. If the cost of such reconstruction exceeds Ten Thousand and No/100 ($10,000.00) Dollars, the Regime Manager shall employ an architect licensed to practice in the jurisdiction of jurisdictions in which the Property is situate to supervise the reconstruction. It shall be the duty of such architect to inspect the progress of the reconstruction at regular intervals and submit written authorization to the insurance

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trustee hereinafter defined for the payment of work performed. When an architect is not required by the terms hereof the Regime Manager may perform such inspections and submit such authorization.

C. COSTS: The Regime Manager shall employ for the purpose of reconstructing the Property, the proceeds of any insurance obtained on the Property by the Regime Manager as trustee for the Owners. If such insurance proceeds do not cover the cost of reconstruction the deficiency shall be borne by the Association as a Common Expense up to an amount equal to the sum of (I) the amount deducted pursuant to the "Loss Deductible" clause of the insurance policy plus (ii) fees and expenses of the Insurance Trustee hereinafter identified. Any deficiency in excess of such amount shall be borne by the Owners in proportion to their respective interests in the portion of the property reconstructed.

ARTICLE VI

CONDEMNATION

A. RIGHTS OF OWNERS: If any portion of the Property is condemned by any authority having the power of eminent domain, each Owner shall be entitled to receive notice of such condemnation and to participate in the proceedings incident thereto unless otherwise prohibited by law. Each Owner shall be entitled to an individual award to be determined by the value of his interest in the portion or portions of the Property condemned.

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B. DUTIES OF THE ASSOCIATION: In the event that any award is received by the Association on account of condemnation of any portion or portions of the Common Elements, the Regime Manager shall promptly pay such award to the Insurance Trustee hereinafter identified as trustee for the Owners to be disbursed in the same manner if it were insurance proceeds. The Regime Manager shall promptly call a special meeting of the Owners to determine whether any condemned portion of the Common Elements shall be replaced. If the Owners determine to replace any condemned portion for the Common Elements the Regime Manager shall provide for the replacement of such portions in the same manner as if such portions have been destroyed by casualty.

ARTICLE VII

INSURANCE

A. INSURED: Insurance policies upon the Property, covering the items described below, shall be purchased by the Council or its Manager for the benefit of the Regime, the Council and the Owners of the units and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of all Owners. Such policies and endorsements shall be deposited with and held by the Association.

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B. COVERAGE: Insurance shall cover the following when available:

(a) the replacement value of all units and Common Elements. Such coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended endorsement and against such other risks as are customarily covered with respect to buildings and improvements of any unit shall be provided by the Council, unless included in the policy without additional charges;

(b) public liability in such amounts and with such coverage as shall be determined by the Regime Manager, including, but not limited to, hired automobile and non-owned automobile coverage;

(c) workmen's compensation (if required);

(d) such other insurance as the Regime Manager from time to time determine to be desirable.

C. PREMIUMS AND DEDUCTIBLES: Premiums upon insurance policies and that portion of any covered loss not compensated for because of the deductible clause of the policy shall be paid by the Council as a Common Expense and shall be paid by the Owners in proportion to their respective interest in the Common Elements.

D. PROCEEDS: The proceeds received by the Council from any indemnity paid under the hazard insurance policy shall be held by the Regime Manager. After deduction of all reasonable expenses of the Regime Manger in administrating such proceeds, the net proceeds shall be distributed as follows:

(a) if the Property is not reconstructed as provided in Article IV of the Master Deed, then each owner shall receive a share of the proceeds proportionate to his interest in the common Elements as set forth in the Master Deed; or

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(b) if reconstruction takes place, then such proceeds shall be used to meet reconstruction costs as provided in Article IV of the Master Deed and Article X of the Bylaws, and any proceeds remaining after all the costs of reconstructing the Property have been paid shall be distributed to the Council for the benefit of all Owners.

E. INSURANCE BY OWNERS: Each Owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable: (1) hazard insurance on his unit and its contents for his own benefit, and (2) liability insurance covering accidents occurring within his unit. Any Owner who obtains hazard insurance for his own benefit shall within thirty (30) days of obtaining the same deliver to the Regime Manager a copy of the Policy of insurance.

ARTICLE VIII

RESTRICTIONS AND REGULATIONS

A. RESTRICTIONS: The use of the Property shall be subject to the following restrictions:

1. Units shall be used only as offices.

2. No Owner shall maintain or permit any nuisance within his unit or unreasonably interfere with the use and enjoyment of the Property by any other person entitled to the same by creating anywhere on the Property or permitting within his unit the creation of excessive noise, smoke or offensive odors. No person shall maintain on the Property and no Owner shall permit within his unit

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any condition which is unreasonably hazardous to the life, health or property of any other person.

3. No person shall make any additions to or perform any work upon the Common Elements or otherwise alter the Common Elements without the express authorization of the Regime Manager. No Owner shall later permit the alteration of the external appearance of any portion of his unit without express approval of the Regime Manager.

B. REGULATION: The Regime Manager shall adopt and amend from time to time such reasonable regulations (The "Regulations") governing the operation and use of the Property as he may deem necessary and desirable. It shall not be necessary to record Regulations newly adopted or the amendment or repeal of existing Regulations, but no Owner shall be bound by any newly adopted Regulations or any amendment or repeal of an existing Regulation until a copy of the same has been delivered to such Owner.

C. ENFORCEMENT: The Regime Manager shall enforce the terms of the Act, Master Deed and these Bylaws and the Regulations promulgated pursuant hereto and shall take prompt and appropriate action to correct any violations of the same. In addition to any other remedy to which the Association or Owner may be entitled, the Regime Manager may impose against an Owner reasonable fines not to exceed a total of Ten ($10.00) Dollars per day for any violation of the terms of the Act, Master Deed or these Bylaws or the

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Regulations promulgated pursuant hereto. Such fines shall be collected by individual assessment. Each day during which a violation occurs or continues shall be deemed a separate offense.

D. RESPONSIBILITY OF OWNERS: Each Owner shall be deemed responsible for the conduct of members of his staff and his tenants, agents, guests, and pets, but the responsibility of the Owner shall not receive any member of his staff or any of his tenants, agents or guests for any liability to the Association or to an Owner for their own acts.

ARTICLE IX

LIABILITIES AND INDEMNIFICATION

A. LIABILITY OF OWNERS: No Owner shall be liable upon a debt or tort of the Association for any amount in excess of such portion of the total liability as the portion of the Common Expenses which such Owner is required to pay bears to the total of the Common Elements.

B. INDEMNIFICATION AMONG OWNERS: Each Owner shall be entitled to contribution from and indemnification by every other Owner to the extent that such Owner discharge or is required to discharge any portion of any liability of the Association in excess of such Owner's proportionate share thereof, except that no Owner shall be required to provide contribution or indemnification on account of

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a debt which was liquidated in amount due and payable prior to the time such Owner became an Owner.

C. LIABILITY OF REGIME MANAGERS AND OFFICERS: The Regime Manager shall not be liable to any Owner for any decision, action or omission made or performed by such Regime Manger in the course of his duties unless such Regime Manager acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Act, Master Deed or these Bylaws.

D. INDEMNIFICATION OF REGIME MANAGER: The Association shall indemnify and defend each Regime Manager from any liability claimed or imposed against him by reason of his position or actions as a Regime Manager if all of the following conditions are satisfied:

1. Such liability does not arise from the willful misconduct of the Regime Manager;

2. The Regime Manager or officer is not required to bear such liability by the terms of the Act, Master Deed or these Bylaws;

3. The Regime Manager gives the Association adequate notice of the claim or imposition of the liability to permit the Association reasonable opportunity to defend against the same; and

4. The Regime Manager cooperates with the Association in defending against the liability.

The expense of indemnifying a Regime Manager shall be Common Expense and shall be borne by all the Owners, including such Regime Managers or Officers, in proportion to their respective interests

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in the Common Elements. The Regime Manager may obtain insurance indemnifying the Regime Manager for any liability claimed or impose against him by reason of his position as Regime manager and the cost of such insurance shall be a Common Expense.

ARTICLE X

SEAL AND SIGNATURES

A. SEAL: The Association shall have a seal inscribed in the name of the Association and such other information as the Regime Manager may determine. The Regime Manager of the Association shall have custody of the seal and affix and attest the same upon such documents as the Regime Manager shall deem appropriate.

B. ATTESTATION OF DOCUMENTS: The presence of the Association seal, attested to by the Regime Manager on any contracts, conveyance or any other document executed on behalf of the Association shall attest:

1. That the Association Seal affixed to the document is in fact the seal of the Association.

2. That the Regime Manager of the Association executing the document does in fact occupy the official position indicated; that one in such position is duly authorized to execute such document on behalf of the Association; and that the signature of such Regime Manager subscribed to the document is genuine;

3. That the execution of the document on behalf of the Association has been duly authorized.

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C. CERTIFICATION OF DOCUMENTS: When the seal of the Association is affixed to any document relating to the Property or the Association and is attested by the Regime Manager, a third party without knowledge or reason to know to the contrary may rely on such documents as being what it purports to be.

D. CERTIFICATION OF ACTIONS AND FACTS: When a written statement setting forth (I) actions taken by the Owner or by the Regime Manager or (ii) facts relating to the property or the Association are determined by the Regime Manager is executed by the Regime Manager of the Association and bears the seal of the Association, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

E. ABSENCE OF SEAL: The absence of the seal of the Association from any contract, conveyance or other document executed on behalf of the Association shall not impair the validity of such contract, conveyance or document or of any action taken pursuant thereto or in reliance thereon, but the person relying on the same shall bear the burden of establishing that the execution of the same was duly authorized and accomplished on behalf of the Association.

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ARTICLE XI

AMENDMENTS

A. PROCEDURE: These Bylaws may be amended from time to time by resolution adopted by the affirmative vote of the Owners of two-thirds (2/3) of the total interest in the Common Elements. No amendment shall be effective unless and until recorded as an amendment to the Master Deed in accordance with the Action.

B. EFFECT: All Owners, tenants of Owners, employees of Owners and tenants, and any other persons that may in any way or manner use the Property or any part thereof shall be bound to abide by any amendment to these Bylaws duly adopted and recorded as specified herein.

ARTICLE XIV

MISCELLANEOUS

A. RECORD OF OWNERSHIP: Any person who acquires title to a unit, except a person who acquires title to a unity merely as security for a debt, shall promptly inform the Regime Manager of the identity of such person and the date upon the manner in which title to the unit was acquired. The Regime Manager shall maintain a record in the names of all Owners and the dates upon which they acquired title to their unit.

B. NOTICES: Any notices or documents placed in the mail receptacle or affixed to the front door of the unit by or at the

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direction of the Regime Manager shall deemed delivered to the Owner of such unit, unless the Owner of such unit has previously specified to the Regime Manager in writing another address for delivery of such notice and documents. Any notice or document addressed to the Regime Manager and delivered to the Regime Manager by or at the direction of an Owner shall be deemed delivered to the Association.

C. WAIVER: No provision of these Bylaws or of the Regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breached which may have occurred.

D. CONFLICTS: In the event of any conflict between these Bylaws and the Act, the Master Deed shall control as appropriate. In the event of a conflict between these Bylaws and the Regulations promulgated pursuant hereto, these Bylaws shall control.

E. SEVERABILITY: The provisions of these Bylaws are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability effect of the remainder hereof.

F. CAPTIONS: The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any portion hereto.

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G. GENDER AND NUMBER: All pronouns used herein shall be deemed to include the masculine, feminine, neuter, singular and plural whenever the context requires or permits.

CERTIFICATION

I, the undersigned, do hereby certify that I am the acting Regime Manager of WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME and that the foregoing By-laws of said Regime are duly adopted at a meeting of the Council of Co-owners thereof, held on the 30th day of October, 1996.

Regime Manager

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

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

1. Property located at Ashley River Road & Wallace School Road, Charleston, SC bearing Charleston County Tax Map Number 351-10-00-093, 351-10-00-066 & 351-10-00-039 was transferred by Larry J. Ferguson, Mabel Ferguson, Anthony B. O'Neill & Arthur C. McFarland to Westgate Office Park Horizontal Property Regime on Charleston 10-30-96.

The transaction was (Check one):

____ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $_____.*

____ not an arm's length real property transaction and the fair market value of the property is $_____.*

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et.seq. because the deed is: being transferred from individuals to a corporation (exempt number 10).

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transactions as: Attorney.

I further understand that a person required to furnish this affidavit who wilfully 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.

Purchaser, Legal Representative of the Purchaser, or
Other Responsible Person Connected with the Transaction

SWORN to before me this 30th day of October 1996

Notary Public for South Carolina
My Commission Expires: July 23, 2001

*The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

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McFARLAND & ASSOCIATES

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FILED
U284-117
97 MAY 30 AM 11:22

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee	6600
State Fee	
County Fee	
Postage	
TOTAL	66.00

TMS VERIFIED
BAC LCB
DTD 6-3-97

Recorded this 30 day of May Year 97
On Property Record Card
Roger A. Mosley
Auditor Charleston County

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Re-Recorded

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WHEREAS, the within Master Deed is hereby re-recorded to add certified architectural floor plans for the four units & Andrew B. Cohen and Ben K. Miehe, registered architects which plans were inadvertently omitted. See Exh. F &G.

MASTER DEED

for

WESTGATE OFFICE PARK

HORIZONTAL PROPERTY REGIME

Charleston, South Carolina

****

Perry K. Waring, Louis L. Waring, Jr., Larry J. Ferguson, Mabel B. Ferguson, Anthony B. O'Neill, and Arthur C. McFarland hereinafter referred to as the "Grantors", as the sole owners in fee simple of the land and improvements hereinafter described, do hereby make declare, and publish their intention and desire to submit, the structures hereinbelow described, together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to a Horizontal Property Regime (hereinafter termed "Regime"), to be known as "Westgate Office Park Horizontal Property Regime", in the manner provided for by the Horizontal Property Act, title 27, Chapter 31 of The 1976 Code of Laws of South Carolina as amended (hereinafter termed the Act).

351-10-0-95 thru 98

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Grantors set forth the following particulars:

A. Legal Description. The lands which are hereby submitted to the Horizontal Property Regime are located on Ashley River Road and Wallace School Road in the City of Charleston, County of Charleston, State of South Carolina, and described as follows:

SEE EXHIBIT A

B. Improvements. The Grantors have completed or caused to be completed on the above described parcel or land certain improvements, more particularly shown and delineated on the land survey and plat plan (Exhibit "B"). Said Exhibit "B" being incorporated herein by reference. Said improvements consist of four office units in two separate buildings. Together with this Master Deed, said Exhibit "B", constitutes a graphic description of all office units, including their identification numbers, locations, areas and dimensions, and all Common Elements (general and limited), their relative locations and approximate dimensions.

C. Office Units. The Grantors in order to implement Condominium Ownership for the above described premises, covenant and agree to and hereby do, subdivide the above

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described property horizontally into the following Freehold Estates:

1. Four separate parcels of property, being the four Office Units, together with the shares in the General and Limited Common Elements appurtenant to each Office Unit, hereinbefore and hereinafter more particularly described, and as shown graphically in Exhibit "B", referred to hereinabove. Said Exhibit delineates the dimensions of each Office Unit, the location and dimensions of the perimeter walls, and the location dimensions and area of each Office Unit with reference to established geographical points. Each of the said four Office Units consists of:

(a) the volumes or cubicles of space enclosed by the finished interior surfaces of perimeter walls and the finished surfaces of interior walls, ceilings and floors of the Office Unit, and by any doors, windows and such other structural elements that are ordinarily regarded as enclosures of space; and

(b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting however load bearing and other common facilities, and

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(c) interior stairs within the perimeter walls of any Office Unit which has both an upper and lower level, and

(d) the decorated interior surfaces of perimeter walls and the decorated surfaces of interior walls (including load bearing walls, floors and ceilings, consisting of, as the case may be, wallpaper, paint, sheetrock, carpeting, tiles and any and all other finishing materials affixed or installed as a part of the physical structure of the Office Unit, and

(e) all fixtures, appliances, mechanical systems and equipment installed in said Office Unit which are intended for the sole and exclusive use of the Office Unit. No pipes, wires, conduits, other public utility lines or installations constituting a part of the overall systems designated for the service of any other Office Unit, nor any of the structural members or portions of the building, nor any other property of any kind, including fixtures and appliances within the Office Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to a part of any individual Office Unit. The word "Office Unit" when used throughout this instrument shall be deemed to refer to each

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of the aforesaid Office Units as herein described, and shall have the same meaning as set forth in the act.

2. A description of the Common Elements of the Regime (including both the General Common elements and the Limited Common Elements) as defined herein and in the Act is as follows:

(a) The parcel of land described above, and shown in Exhibit "B" attached hereto; and

(b) Those portions of the Building not otherwise herein defined as being embraced within the four individual Office Units including but not limited to balconies, the foundations, roofs, floors, ceilings, perimeter walls and partitions, walls enclosing common pipe chases and other common facilities, slabs, entrance and exit or communication ways, pipes, wires, conduits, chimneys, air ducts and public utility lines, including the space actually occupied by the above, all as are more particularly shown in Exhibit "B" attached hereto, and

(c) All improvements to the premises constructed or to be constructed such as utilities, walkways, plants, trees, shrubbery, lawns, located on the said parcel of land; and

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(d) Parking areas as shown in Exhibit "B", attached hereto.

(e) All other elements of the Office Park, not included within the Office Units, constructed or to be constructed on the aforesaid parcel of land rationally of common use or necessary to their existence, upkeep and safety and in general, all other devices, or installations existing for common use, and

(f) All other property of the Regime, whether land, building improvements, personal property, or otherwise, except such as is included in the four Office Units as more particularly described in the subparagraph (1) hereinabove; and

(g) All assets of Westgate Office Park Landowners Maintenance Association, Inc. (a nonprofit corporation organized for the purpose of carrying out the powers, duties, and obligations of the "Council of Co-Owners" as defined in the Act); and

(h) Easements through Office Units for conduits, ducts, plumbing, and other facilities for the furnishing of utility services to Office Units and the General Common Elements; provided, however, such easements through an Office Unit

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shall be only according to the plans and specifications for the Building, or as the Building is constructed, unless approved in writing by the Office Unit owner; and

(i) An easement of support in every portion of an Office Unit which contributes to the support of the Building; and

(j) Easements through the Office Units and General Common Elements for maintenance, repair and replacement of the Office Units and General Common Elements; and

(k) Installation for the furnishing of utility services to more than one Office Unit or to the General Common Elements or to an Office Unit other than the one containing the installation, which installation shall include conduits, ducts, plumbing, wiring and other facilities for the rendering of such services.

D. Common Elements. The ownership of each Office Unit shall include an undivided share in and to the Common Elements as defined and as set forth in Section Q (6). It is the intention of the Grantors hereby to provide that the Common Elements in the Regime shall be owned by the Co-Owners of the Office Units as tenants in common, the undivided share of each Co-Owner being as stated above. The

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Association shall have the power to determine the use to be made of the Common elements from time to time, provided that such use shall not discriminate against any Co-owner. The Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the Act or other provisions of this Master Deed or any exhibits hereto.

E. Limited Common Elements. Portions of the Common Elements are hereby set aside and reserved for the restricted use of certain Office Units to the exclusion of the other Office Units, and such portions shall be known and referred to herein as Limited Common Elements. The Limited Common Elements restricted to the use of certain Office Units are those portions of any walls which are deemed to be Common Elements and which are within the individual Office Units, and all windows and doors serving each Office Unit.

F. Undivided Share in Regime. The basic value of each Office Unit and the total basic value of all the Property of the Regime for the sole and exclusive purpose of determining the property rights and obligations of the Co-Owners is set forth in exhibit "C" attached hereto. The percentage (share) in the Common Elements set forth in Exhibit "C"

shall also be the percentage appertaining to the several Office Units (and their Co-owners) in the Common Expenses and rights in the Common Surplus, and said percentage shall constitute the proportionate representation appertaining to each Office Unit for voting purposes in the Council Co-Owners (see paragraph "H" herein).

G. Office Units and Undivided Shares Inseparable. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of the Co-Ownership; any transfer, conveyance or encumbrance of an individual Office Unit shall be deemed to also transfer, convey or encumber the undivided interest of the Co-Owner in the Common Elements appertaining to the Office Unit without specifically or particularly referring to same. The Grantors, their heirs, successors and assigns and their grantees, their heirs successors and assigns, further covenant and agree that any conveyance, transfer or alienation of any Office Unit shall conclusively be deemed to include all of the interest of the Co-Owner in Westgate Office Park Landowners Maintenance Association, Inc. (the Council of Co-Owners), and any encumbrance upon any Office Unit shall also be conclusively deemed to attach

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to all of the interest of the Co-Owner of such Office Unit in the Regime. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred except as an appurtenance to his Office Unit.

H. Administration of Regime. The Regime shall be administered, supervised and managed by a Council of Co-Owners organized as a South Carolina nonprofit corporation known as Westgate Office Park Landowners Maintenance Association, Inc. (hereinafter called the "Association"), having its principal office in Charleston, South Carolina, which shall act by and on behalf of the Co-Owners of the Office Units in the Regime in accordance with this instrument, the By-Laws of the Association, annexed hereto as Exhibit "E", and in accordance with the Act, as amended. The Charter and By-Laws, attached as Exhibits "D" and "E", form an integral part of the plan of ownership herein described, shall govern the conduct and affairs of the Co-Owners of the Regime (who are members of the Association) and shall be construed in conjunction with the provisions of the Master Deed.

1. Pursuant to the Act, the Association is hereby designated as the form of administration of the Regime, and

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the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Regime, the same being more particularly set forth in the Charter and By Laws of the Association hereto attached as exhibits "D and "E". The Association shall also be empowered and is hereby empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated to it by the Co-Owners of Office Units in the Regime.

2. The Co-Owners of an Office Unit shall automatically, upon becoming the Co-Owners of an Office Unit, be a member of the Association, and shall remain a member of said Association until such time as his, her or its ownership ceases for any reason, at which time, his, her or its membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of the title to an Office Unit, neither membership in the Association nor any share in the assets of the Association shall be transferable, and any attempted transfer shall be null and void.

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3. Reasonable regulations concerning the use of the property may be made and amended from time to time by the Association in the manner provided in its Charter. Copies of such regulations and amendments thereto shall be furnished by the Association to all Co-Owners of Office Units and residents of the regime upon request.

4. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Co-Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Co-Owners or Persons.

I. Restrictive and Protective Covenants, Agreements and Easement Grants. To further implement this plan of Condominium Ownership, to make feasible]e the ownership and sale of Office Unit units in the Regime, to preserve the character of the Office park, Grantors, their successors and assigns, by reason of this Master Deed, and a11 future Co-Owners of Office Units in the Regime by their acquisition of title thereto, covenant and agree as follows:

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No partial conveyance: Each Office Unit shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be leased, conveyed, devised, inherited, transferred or encumbered along with its allocated percentage in the Common Elements, in the same manner as any other parcel of real property, independently of all other Office Units, subject only to the provisions of this Master Deed, the Charter and By-Laws of the Association, and the Act.

2. Nuisances prohibited. No nuisances shall be allowed upon the Property of the Regime.. All parts of such Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No Co-Owner shall permit any use of his Office Unit or make any use of the Common Elements which will increase the rate of insurance upon the Property.

3. Encroachment easement. In the event that any portion of the Common Elements now or hereafter encroaches upon any Office Unit, or vice versa, or in the event that any portion of one Office Unit now or hereafter encroaches upon another Office Unit, valid easement for the

encroachment and for the maintenance of the same, so long as it stands, does and shall exist.

4. Actual location controls. In interpreting any and all provisions of this instrument, the Exhibits attached hereto, and subsequent deeds and mortgages to individual Office Units, the actual location of the Office Unit 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 as indicated on Exhibits attached hereto. To the extent that such minor variations in location do or shall exist, a valid easement therefor, and for the maintenance thereof, does and shall exist

5. Utility Easement. A valid easement does and shall continue to exist in favor of the Association throughout the Common Elements for the purpose of installation, maintenance, repair, and replacement of elevators, cable T.V. systems, 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, and as set forth in paragraph C2, hereinabove.

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6. Use of Common Elements. Each Co-Owner, tenant, or occupant of an Office Unit may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Co-Owners, tenants or occupants.

7. Right of Access. The Association shall have the irrevocable right, to be exercised by its duly authorized officer or agent, to have access to each Office Unit 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 therein necessary to prevent damage to the Common Elements or to another Office Unit.

J. Amendment of Master Deed. Neither this Master Deed nor any of its provisions shall be revoked or amended without the acquiescence of all Co-Owners and all of the record holders of encumbrances affecting any Office Unit, except as follows:

1. As provided in Paragraph E, hereinabove; or

2. The system of administration as set forth in the Charter and By-Laws may be amended and modified from time to

time in accordance with the provisions of the Act and any other applicable provisions, of the Code of Laws of South Carolina, the Charter and By-Laws of the Association; or

3. The Grantors may make any corrective changes herein which will not adversely affect the interest of any Co-Owner or any mortgagee if such changes are necessary to correct typographical, grammatical or similar errors, or to accommodate requirements of a title insurance company or lending institution.

Except as above provided, the procedure for effecting such an amendment or revocation of the Master Deed shall be that provided for the amendment of the By-Laws except that the approval of all the Co-Owners of the Regime shall be required; and in addition thereto, the consent of each lienholder of record on any Unit in the Regime, as of the date of the adoption of any such Amendment or revocation. Any such amendment or revocation shall be executed and subscribed with the same formalities required in South Carolina for the making of Deeds, and recorded in the public records of the County of Charleston.

K. Assessments. The Co-Owner of each Office Unit is bound to contribute and shall be assessed by the Association

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pro rata according to the percentage of his share in the Common Elements toward the expenses of administration and of maintenance, insurance and repair of the said Common Elements in such amounts as shall from time to time be fixed and assessed by the Association and to any other expenses that may be lawfully agreed upon, all as is more set forth in the By-Laws attached hereto and incorporated by reference herein. No Co-Owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements of the Association or by abandonment of the Office Unit owned by him any sums which have been assessed against an Office Unit but are not paid in accordance with the provisions of the By-Laws shall constitute a lien on said Office Unit prior to all other liens except only tax liens on the Office Unit in favor of any taxing authority any mortgages or other liens, duly recorded, which may encumber the Office Unit.

L. Alterations and Modifications.

1. No alteration, modification or improvement shall be made to any Office Unit or to the building nor shall any addition be made thereto, nor shall any portion thereof be

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removed which might affect the structural soundness of the Building or jeopardize the safety of any Co-Owner.

2. Nothing shall be done by the Association or any Co-Owner to impair any easement, or to change the external appearance of the Building without first obtaining the approval in writing of the Board of Directors of the Association and Co-Owners of at least seventy-five (75%) per cent of the Common Elements of the entire Regime.

3. The Association shall] have the right to make or cause to be made such alterations, modifications and improvements to the Common Elements, provided such alterations, modifications or improvements are first approved in writing by the Board of Directors of the Association and also by the Co-Owners of Sixty (60%) per cent or more of the Common Elements of the entire Regime; and the cost of such alterations, modifications or improvements shall be assessed as Common Expenses and collected from the Co-Owners of all Office Units according to their percentage of ownership of Common Elements of the entire Regime.

4. No alteration, modification or improvement as provided for in paragraphs 2 and 3 above shall interfere

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with any material right of any Co-Owner unless his prior written consent is obtained

M. Relief. Each Co-Owner, tenant and occupant of an Office Unit shall be governed by and shall comply with the terms of this Master Deed and all exhibits thereto, any regulations adopted thereunder and said documents as they may be amended from time to time. Failure to comply therewith shall entitle the Association or other Co-Owners to the following relief:

1. Such relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief, or both, which actions may be maintained by the Association, or in a proper case by an aggrieved Co-Owner.

2. A Co-Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of the Co-Owner or by that of any member of the Co-Owner's family or the Co-Owner's guests, employees, agents or lessees, but only to the extent that such expense is not met my the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use,

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misuse, occupancy or abandonment of any Apartment or its appurtenances, or of the Common Elements.

3. In any proceeding arising because of an alleged default by a Co-Owner under any provisions of this Master Deed and all exhibits hereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

4. The failure of the Association or any person to enforce any covenant, restriction or other provision contained in the Act, this Master Deed and exhibits attached hereto, the regulations adopted pursuant hereto and said documents as they may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

N. Conditions of Title. The present title to the property hereby subdivided by the Grantors and the title to each Office Unit which shall be hereafter conveyed or acquired in any manner, is hereby expressly declared and made subject to the terms and provisions of this instrument and its exhibits. The acquisition of title to an Office Unit shall be conclusively deemed to mean that the acquirer approves, adopts and ratifies the provisions of this instrument, the By-Laws and Rules and Regulations of The

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Re-Recorded
BK R 287PG195

Westgate Office Park Association, Inc., and will comply therewith. The covenants, agreements, and restrictions set forth therein shall be appurtenant to each Office Unit, shall run with the land and shall be binding upon the Grantors, its successors and assigns and upon all persons whomsoever (including corporate and/or business entities) claiming by, through or under the Grantors ; their heirs, executors, administrators, successors and assigns.

O. Severability. It is the intention of the Grantors that the provisions of this instrument and its exhibits are severable so that if any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable federal state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof is, at the time of the recording of this instrument, void, unenforceable as being contrary to any applicable federal, state or local law, the Grantors, its successors and assigns, and all Persons claiming by, through, or under the Grantors, covenants and agrees that any future amendments or supplements to the said By-Laws having the effect of removing said invalidity or unenforceability, shall be

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Re-Recorded
BK R 287PG196

deemed to apply retroactively to this instrument thereby operating to validate the provisions of this instrument and the exhibits thereto. which otherwise might be invalid; and it is further covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

P. Captions. Captions of Titles in this document are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this document or the intent of any provision herein

Q. Definitions. The terms used in this Master Deed and in the Exhibits thereto shall have the meanings stated in the Act and as follows, unless the context otherwise requires:

1. Office Unit means a part of the property intended for independent commercial use including one or more rooms or enclosed spaces located on one or more floors (or part there of) in a Building, and with a direct exit to a public street or highway, or to a common area leading to such street or highway.

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2. Assessment means a Co-Owner's pro rata share of the Common Expenses which from time to time is assessed against a Co-Owner by the Association.

3. Association means the Council of the Co-Owners as defined by the Act and also means the Westgate Office park Association, Inc. the corporate form by which the Council of Co-Owners shall operate the Condominium.

4. Building means the structure containing one or more units.

5. Common Elements means the General and Limited the Common Elements, as defined herein and in the Act. includes:

6. General Common Elements means and includes:.

(a) The land in fee simple on which the Buildings stands;

(b) The foundations, main walls, roofs, halls, foyers, entrance and exit or communication ways;

(c) The yards and gardens;

(d) A11 assigned and unassigned parking spaces;

(e) The compartments or installations of central services such as power, light, gas, cold and hot water, and the like;

(f) All other elements of the property rationally of common use or necessary to its existence or upkeep and safety.

7. Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain number of Office Units to the exclusion of the other Office Units.

8. Common Expenses means the expenses for which the Office Unit Co-Owners are liable to the Association and include:

(a) Expenses of administration; expenses of maintenance, insurance, operation, repair or replacement of the Common Elements, and of the portions of Apartments which are the responsibility of the Association;

(b) Expenses declared common expenses by provisions of this Master Deed;

(c) Any valid charge against the Regime as a Whole.

9. Common Surplus means the excess of all receipts of the Association including but not limited to assessments, over the amount of Common Expenses.

10. Co-Owner means a person, firm, corporation, partnership; association, trust or other legal entity, or

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any combination thereof, who owns an Office Unit within the Buildings.

11. Condominium Ownership means the individual ownership of a particular Office Unit in the Building and the common right to a share, with other Co-Owners, in the general and limited Common Elements of the Property

12. Institutional Mortgage, sometimes referred to as first mortgage" herein means a first mortgage originally executed and delivered to or held through assignment or Assignments by a bank or a savings and loan association, or an insurance company, or a title insurance company, or a pension trust, estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing, or a designee of any of the foregoing, or the Grantors or any of its subsidiaries.

13. Master Deed means the deed establishing and recording the Property of the Horizontal Property Regime and all exhibits thereto.

Re-Recorded
BK R 287PG200

14. Person means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

15. Property means and includes the land, the building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

16. Utility Services means and refers to, electric power, gas, hot and cold water, heating, air conditioning, garbage and sewage disposal.

R. Singular, Plural, Gender. Whenever the context so permits the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed this 30th day of October, 1996.

Perry K. Waring

Louis L. Waring, Jr.

Larry D. Ferguson

Mabel Ferguson

Anthony B. O'Neill

Arthur C. McFarland

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BK R 287PG201

BK U284PG143

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that he saw the within-named Grantors sign, seal and as their act and deed deliver the within Master Deed for the uses and purposes therein mentioned and that he with the other witness above-named witnessed the execution thereof.

Sworn to before me this 30 day of October, 1996.

Notary Public for South Carolina
My Commission Expires: July 23, 2001

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BK R 287PG202

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EXHIBIT "A"

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-3B on a plat entitled "Plat Showing The Subdivision of LOT B-3 located in St. Andrews Parish" made by Forsberg Engineers and dated September 13, 1991, and recorded on October 9, 1991 in the R.M.C. Office for Charleston County in Plat Book CE, Page 156. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

The Seller reserves 30 foot easements for driveways (15 feet on each side) of the boundary line separating Lot B-3A from Lot B-3B, and also a 24 foot easement for another driveway (12 feet on each side) on the westernmost boundary line of Lot B-3B which separates said lot from Lot B-1 as shown on the aforementioned plat.

BEING the same property conveyed to Perry K. Waring, Anthony B. O'Neill and Arthur C. McFarland by Louis L. Waring by deed dated June 22, 1995 and recorded in the R.M.C. Office for Charleston County in Book S256-785.

TMS No.: 351-10-00-093

AND

ALL THAT certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as LOT B-1 on a plat entitled "Plat Showing The Property Line Adjustment of Lot B-1 & B-2 Located in City of Charleston, charleston County, SC" made by Forsberg Engineers and dated December 12, 1994, and recorded in the R.M.C. Office for Charleston County in Plat Book EA, Page 662. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat reference to which is craved for a more complete and accurate description.

Subject to a 10 foot utility easement on the eastern boundary line and a 12 foot easement for driveways separating Lot B-1 from Lot B-3A and Lot B-3B as shown on the aforementioned plat.

Being the identical property conveyed to Larry J. Ferguson, Mabel Ferguson, Perry K. Waring and Louis L. Waring, Jr. by deed of Margaret Waring Capers dated May 2, 1995 and recorded in the RMC Office for Charleston County on July 24, 1995 in Book U257 at page 004.

TMS No.: 351-10-00-066

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Re-Recorded
BK R 287PG203

BK U284PG145

EXHIBIT "A" (CONTINUES)

All that certain piece, parcel and lot of land and the improvements thereon, that situate, lying and being in St. Andrews School District No. 10, County of Charleston, State aforesaid and containing the following buttings and boundaries.

BEING at an iron stake lettered "A" situated three hundred twenty (320') feet on the Northern side of Wallace School Road Southwest of the Northwest corner of the intersection of Ashley River Road and Wallace School Road, thence running S 48 degrees - 5" W. for a distance of eighty-eight (88') feet to an iron stake lettered "B" thence running N. 38 degrees 30"W for a distance of one hundred ninety-six and six-tenths (196.6) feet to an iron stake lettered "C"; thence running N. 550 degrees-30"E. for a distance of eighty-eight and fifteen hundredths (88.15') feet to an iron stake lettered "D"; and these running S 38 degrees-30"E for a distance of one hundred ninety-three (193.8') to an iron stake lettered "A" which is the point of the beginning.

Being bounded on the Northwest by lands of Charles Waring; on the Northeast by lands of Louis L. Waring, Sr. remaining; on the Southeast by Wallace School Road; and on the Southwest by lands of John Waring. Said measurements, courses, distances, and boundaries will more fully appear when reference is had to a plat of J. O'Hear Sanders, Surveyor, dated July 16, 1966 and "Showing portion of Lot "B" of the Rebecca Waring Estate, with corners lettered A, B, C, D and A about to be conveyed to Louis L. Waring, Jr.," said plat recorded in the RMC Office for Charleston County on October 12, 1966 in Plat Book V at page 48.

TMS No.: 351-10-00-039

Being the same conveyed to Louis L. Waring, Jr by deed of Louis L. Waring, Sr. by deed dated August 28, 1966 and recorded in the RMC Office for Charleston County in Book PØ86-11.

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EXHIBIT B

Re-Recorded
BK R 287PG204

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NOTES:

1) THE PROPERTY OWNERS ARE AS FOLLOWS:
LOT B-1 SUITE 300 – PERRY K. WARING & LOUIS L. WARING, JR.
SUITE 400 – LARRY J. FERGUSON & MABEL FERGUSON
LOT B-2 – LOUIS L. WARING, JR.
LOT B-3B SUITE 100 – PERRY K. WARING
SUITE 200 – ANTHONY B. O'NEILL & ARTHUR C. McFARLAND

2) REFERENCE PLAT BY JEFFREY S. COOPER DATED SEPT. 13, 1991 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CE PAGE 156.

3) REFERENCE PLAT BY JEFFREY S. COOPER DATED DEC. 9, 1992 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CK PAGE 179.

4) REFERENCE PLAT BY JEFFREY S. COOPER DATED DECEMBER 12, 1994 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EA PAGE 662.

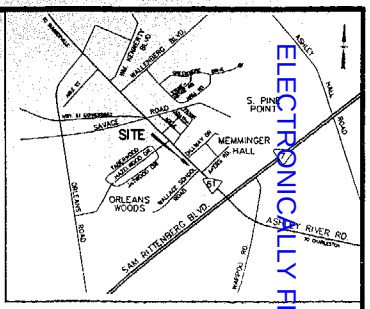
5) ACCORDING TO FLOOD INSURANCE RATE MAP No. 455413 0292 C DATED JULY 15, 1988 THIS PROPERTY LIES IN ZONE C.

6) TMS NO. 351-10-00 PARCELS 39, 66 AND 93.

7) THE AREAS ARE AS FOLLOWS:
LOT B-1 17,951 SF (0.412 AC)
LOT B-2 16,208 SF (0.372 AC)
LOT B-3B 19,264 SF (0.442 AC)

LEGEND:

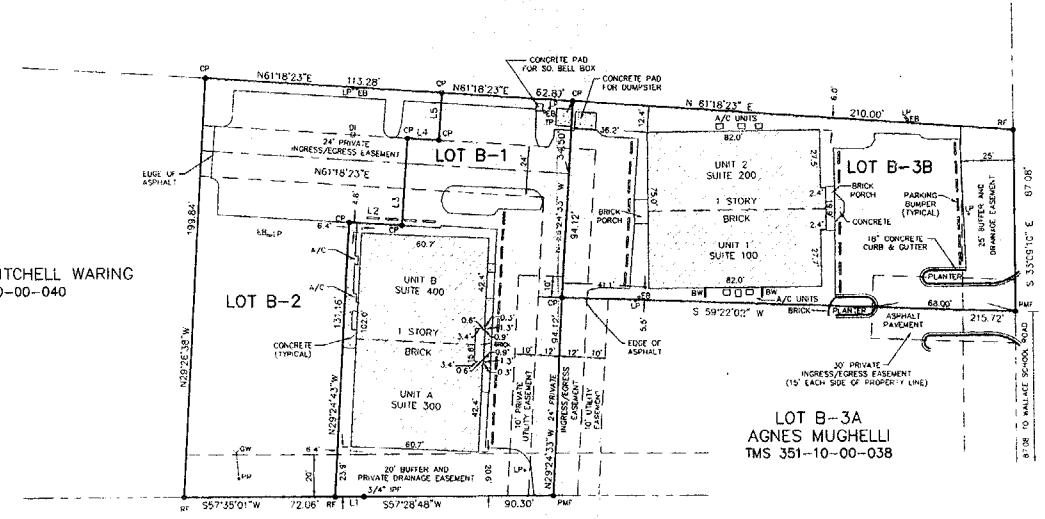
IPF – IRON PIPE FOUND
CP – COMPUTED POINT (WILL BE SET WHEN SITE IMPROVEMENTS ARE COMPLETED)
RF – REBAR FOUND (1/2")
PMF – PUNCH MARK FOUND
TP – TRANSFORMER PAD
LP – LIGHT POLE
EB – ELECTRIC BOX
PP – POWER POLE
GW – GUY WIRE
BW – BRICK WALL



VICINITY MAP

JOSEPH H. & SONIA S. GREENBERG SOKOL
TMS 351-10-00-037

BARBARA ANN MITCHELL WARING
TMS 351-10-00-040



LINE	DIRECTION	DISTANCE
L1	S57°35'01"W	13.84'
L2	N61°18'23"E	25.27'
L3	N28°41'37"W	41.50'
L4	N61°18'23"E	15.13'
L5	N28°41'37"W	22.50'

APPROVED PLAT
DATE 6/8/97
CITY ENGINEER
ENGINEERING DIVISION
CITY OF CHARLESTON

PLAT OF
WESTGATE OFFICE PARK
HORIZONTAL REGIME
CITY OF CHARLESTON
CHARLESTON COUNTY, S.C.
SCALE: 1" = 30' OCTOBER 30, 1996
REVISED: NOVEMBER 7, 1996
REVISED: MARCH 11, 1997

1" = 30' 30 0 30 scale feet

FORSBERG ENGINEERING & SURVEYING, INC.
CHARLESTON, SOUTH CAROLINA 29417
803/571-2022
JOB NO. 961276-4

SOUTH CAROLINA REGISTERED LAND SURVEYOR 12516 JEFFREY STEVEN COOPER

FORSBERG ENGINEERING & SURVEYING, INC. No. C00343 CERTIFICATE OF AUTHORIZATION

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

JEFFREY STEVEN COOPER R.L.S. No. 12516

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Re-Recorded
BK R 287PG205

BK U284PG147

EXHIBIT "C"

BASIC VALUE OF OFFICE UNITS

SUITE NUMBER	BASIC VALUE	PERCENTAGE
Suite 100	$ 335,000.00	27%
Suite 200	335,000.00	27%
Suite 300	162,500.00	13%
Suite 400	415,000.00	33%

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EXHIBIT D

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
JIM MILES
NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

BK U284 PG 148
Re-Recorded
BK R 287 PG 206

1. **The name of the nonprofit corporation is** Westgate Office Park Landowners Maintenance Association, Inc.

2. **The initial registered office of the nonprofit corporation is** 1847 Ashley River Road, Suite 200
Street & Number,
Charleston, Charleston, South Carolina 29407
City, County, State, Zip Code

The name of the registered agent of the nonprofit corporation at that office is Arthur C. McFarland

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

a. [ ] **The nonprofit corporation is a public benefit corporation.**

b. [ ] **The nonprofit corporation is a religious corporation.**

c. [X] **The nonprofit corporation is a mutual benefit corporation.**

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

a. [X] **This corporation will have members.**

b. [ ] **This corporation will not have members.**

5. **The address of the principal office of the nonprofit corporation is** 1847 Ashley River Road, Suite 200, Charleston, Charleston, S.C. 29407
Street & Address, City, County, State, Zip Code

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

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

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

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

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

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

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

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BK U284 PG 149
Re-Recorded
BK R 287 PG 207

9. The name and address (with zip code) of each incorporator is as follows (only one is required):

Name	Address (with zip code)
Arthur C. McFarland	12 Magazine Street Charleston, SC 29401

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

_____ Signature of director
(only if named in articles)

_____ Signature of director
(only if named in articles)

_____ Signature of director
(only if named in articles)

11. Each incorporator must sign the articles.

Arthur C. McFarland
Signature of incorporator

_____
Signature of incorporator

_____
Signature of incorporator

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of $25.00 payable to the Secretary of State.

Form Approved by South Carolina
Secretary of State Jim Miles
June 1994

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Re-Recorded
BK R 287PG208 BK U284PG150

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EXHIBIT "E"

WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME

THESE BYLAWS OF WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME are promulgated pursuant to the Horizontal Property Act of South Carolina (the "Act") for the purpose of governing Co-owners Counsel (The "Association") and the administration of WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME, (The "Property), which has been submitted to a Horizontal Property Regime. The terms used herein are defined in the Master Deed by which the Property is so constituted, and these Bylaws incorporate and are subject to the Provisions of said Master Deed.

ARTICLE I

OWNERS

A. **MEMBERSHIP:** Every Owner shall be a member of the Association. A person who holds title to a unit merely as security for payment of a debt shall not be entitled to exercise the rights of an Owner unless such person holds a proxy conferring such rights.

B. VOTE: Each Owner shall be entitled to cast one vote for each one tenth (0.1%) of a percent of such Owner's interest in the Common Elements. Votes can be cast only at a meeting of the Council convened in accordance with the Bylaws, and in the absence of the valid proxy, an individual shall act in his own behalf, a corporation shall act by an officer, partnership shall act by any general partner, an association shall act by any associate, a trust shall act by any trustee, and any other legal entity shall act by any managing agent. The failure of an absent Owner to execute and

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return the proxy form sent to him in the mail referred to in Paragraph P of this Article shall constitute a proxy to and for the majority present and voting. When an Owner consists of two or more persons any one shall be deemed authorized to act for all or two or more persons, and any one shall be deemed authorized to act for all unless another objects, in which case the vote which such Owner would otherwise be entitled to cast may not be cast. All votes appurtenant to a single unit must be cast together and may not be split.

C. MAJORITY: "Majority of Owners" mean the Owners of fifty-one 51%) percent or more of the basic value of the property as a whole. Each Owner is entitled to cast votes in accordance with their percentage interests in the Regime Common Elements.

D. QUORUM: The presence of Owners in person or by proxy owning fifty-one (51%) percent of the basic value of the Property shall constitute a quorum for the transaction of business at meetings of the Council; provided, however, that any absent Owner who does not execute and return the proxy form sent to him in the mail referred to in Paragraph P of this Article shall be deemed to be present for the purpose of determining the presence of a quorum; and, said absent Owner's vote will be cast with the majority of those present and voting.

E. CONSENT: Any action which may be taken by a vote of the

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Owners may also be taken by written consent of such Owners.

F. ORGANIZATIONAL MEETING: The organizational meeting of the Association shall be held at such time as Declarant deems appropriate but not later than December 31, 1996. The following matters, and such other business as the Manager may deem appropriate, shall be taken up at the initial meeting;

1. Adoption of the fiscal year;
2. Approval of the budget for the fiscal year;
3. Determination of the Annual Assessment and the date upon which it is due and payable;
4. Determination of the date of the first and subsequent annual meetings; and
5. The election of the initial Regime Manager in accordance with Article II of these Bylaws.

G. ANNUAL MEETINGS: An annual meeting of the Owners shall be held on the second Tuesday of the first month of each fiscal year of the Association, beginning with the first fiscal year following the fiscal year in which the organizations meeting is held, or at such other time during each year as may be determined by a vote of the majority of the Owners. Any business which is appropriate for action of the Owners may be transacted at an annual meeting or at any special meeting.

R. p. 421

BK U284PG153

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BK R 287PG211

H. SPECIAL MEETINGS: Special meetings of the Owners may be called at any time by the Regime Manager or by written request of a majority of Owners. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Owners waive notice of any additional business.

I. NOTICE OF MEETINGS: Written notice of every annual or special meeting of the Owners stating the time and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Owner not fewer than ten (10) days nor more than thirty (30) days in advance of the meeting. Failure to give proper notice of a meeting of the Owners shall not invalidate any action taken at such meeting unless an Owner who was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Owner objects shall be void.

J. WAIVER OF NOTICE: Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may in writing waive notice of any meeting of the Owner, whether in person or by proxy, shall be deemed waiver by such Owner of notice of time, date and place thereof unless such Owner specifically objects to lake of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless

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objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

K. PLACE OF MEETING: All meeting of the Owners shall be held upon the property or at such other place within the County in which the Property is situated and convenient to the Owners as the Regime Manager may direct.

L. ADJOURNMENT: Any meeting of the Owners may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the Owners holding a majority of the votes represented at such meeting regardless of whether a quorum is present. Any business which could property be transacted at an adjourned session and no additional notice of adjourned sessions shall be required.

M. ORDER OF BUSINESS: The order of business at all meetings of the Owners shall be as follows:

1. Roll call;
2. Proof or proper notice of the meeting or waiver of notice;
3. Reading of minutes of the preceding meeting;
4. Report of the Regime Manager;
5. Report of Committees;
6. Election of Regime Manager (when required);
7. Unfinished business;
8. New business.

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N. MINUTES OF MEETING: The Regime Manager shall prepare, or cause to be prepared, and keep accurate minutes of every meeting of the Owners. Such minutes shall be made available for examination and copying by any Owner at any reasonable time.

O. WHO MAY ACT FOR AN OWNER: In the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by an officer thereof, a partnership shall act by any general partner thereof, a trust shall act by and trustee thereof, and any other legal entity shall act by and managing agent thereof. When an Owner consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Owner unless another of such persons objects, in which case such persons shall act individually in proportion to their respective interest in the units.

P. PROXIES: Any Owner may by written proxy designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Council. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Regime Manager. If at least thirty (30) days prior to a duly called meeting an Owner is informed by mail of (1) the time and place of the meeting; (2) the agenda of

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the meeting, and (3) such date as is then available relative to issues on which there will be vote and a proxy form is included in such mailing and the Owner neither attends the meeting nor returns his executed proxy then such Owner shall be deemed to have given his proxy to and for the majority present and voting.

ARTICLE II

REGIME MANAGER

A. FORM OF ADMINISTRATION: The administration of the Association and the property shall be vested in a Regime Manager elected from the Owners.

B. AUTHORIZATION AND DUTIES: The authorities and duties of the Regime Manager shall include the following:

1. To provide for the surveillance and security of the Property;
2. To provide for the maintenance, repair and replacement of the Common Elements;
3. To employ and discharge the persons necessary for the operation, maintenance, repair and replace of the Common Elements;
4. To collect from the Owners their respective share of the Common Elements;
5. To insure the property as hereinafter provided;

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6. To enact reasonable regulations governing the operation and use of the Common Elements;

7. To enforce the terms of the Act, Master Deed, and these Bylaws and the regulations promulgated pursuant thereto as hereinafter provided; and

8. To administer the Association and the Property on behalf of and for the benefit of all owners.

C. QUALIFICATION: Only an individual who is an Owner, or who together with another person or persons is an Owner, or who is an officer of an association, a trustee of a trust, or a managing agent or any other legal entity which is an Owner, or which together with another person or persons is an Owner, may be elected or continue to serve as a Regime Manager.

D. ELECTION AND TERM: That initial Regime Manager shall be elected at the organizational meeting of the Association. A plurality of the votes cast shall be sufficient to elect the Regime Manager in any election. A Regime Manager may be elected to succeed himself, and a Regime Manager shall be deemed to continue in office until his successor has been elected and has assumed office.

E. REMOVAL: A Regime Manager may be removed from office with or without cause by the affirmative vote of Owners of two-thirds (2/3) of the total interest in the Common Elements. The unexpired

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portion of the term of any Regime Manager so removed shall be filled by a new Regime Manager elected by the affirmative note of a Majority of the Owners.

F. VACANCY: Vacancy in the Regime Manager caused by reason other than the removal shall be filled by a new Regime Manager elected by the affirmative vote of a majority of the Co-owners.

G. COMPENSATION: Unless otherwise provided by a vote of two-thirds (2/3rd) of the Co-Owners the Regime Manager shall serve without compensation but shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

ARTICLE III

FINANCES

A. FISCAL YEAR: The fiscal year of the Association shall be the calendar year unless the Owners shall otherwise determine.

B. BUDGET: The Regime Manager shall prepare and submit to the Owners at each annual meeting of the Owners a proposed budget for the Association for the upcoming fiscal year. The proposed budget for the Association shall be set forth with particularity and anticipated Common Expense for the fiscal year and the amount of money needed to establish reasonable reserve for the payment of future or unforeseen Common Expenses.

C. APPROVAL OF BUDGET: The proposed budget, as it may be amended upon by motion of any Owner, shall be submitted to a vote of the

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Owners and when approved by the affirmative vote of a majority of the Owners shall become the budget for the Association for the fiscal year (The "Budget"). The terms of the Budget shall be binding upon the Regime Manager until such terms are amended by action of the Owners.

D. REGULAR ASSESSMENTS: The funds required by the Budget shall be collected from the Owners by the Regime Manager in equal monthly or quarterly assessments as the Regime Manager may determine.

E. INDIVIDUAL ASSESSMENTS: Any payments to the Association which one or more but less than all of the Owners shall be obligated to make pursuant to the terms of the Act, Master Deed for these Bylaws shall be due upon demand and shall be collected by the Regime Manager.

F. COLLECTION: Owners shall be personally liable for all assessments and shall pay the same promptly when due. The Regime Manager shall take prompt and appropriate action to collect by suit, foreclosure or other lawful method any overdue assessment. If any overdue assessment is collected by an attorney or by an action at law, the Owner owning same shall be required to pay all reasonable costs of collection including attorney's fees.

H. PENALTY: An assessment not paid within (10) days following the date when due shall bear a penalty of Five ($5.00) Dollars plus

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two (2%) percent of the assessment per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment. For purposes of this paragraph only, an unpaid assessment shall not be deemed over due until the Regime Manager has delivered to such Owner a written notice of the amount due and date due in which case no further demand shall be necessary. The Regime Manager may in its discretion waive all or any portion of a penalty imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Owner.

I. ACCOUNTS: The Regime Manager shall maintain on behalf of the Association a checking account with a state or federally chartered bank having an office in the count where the Property is situated. All funds of the Association shall be promptly deposited in one of said accounts, except that the Regime Manager may maintain a petty cash fund of not more than Fifty ($50.00)Dollars for payment of minor current expenses of the Associations. The books and records relating to any account of the Association shall be made available for examination and copying by any Owner at any reasonable time.

J. PAYMENTS: The Regime Manager shall provide for payment of all debts of the Association from the funds collected from the Owners. Expenditures specifically approved in the Budget may be paid without further approval unless the Regime Manger shall be

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otherwise determined. All other expenditures which are in excess of Five Hundred and No/100 ($500.00) Dollars shall be reviewed and approved by two-thirds (2/3rd) of the Co-owners before payment is made. All checks and requirements for withdrawals drawn upon any account of the account of the Association shall be signed by the Regime Manager.

K. ACCOUNTING AND AUDITS: All books and records of the Association shall be kept in accordance with good and accepted accounting practice and an outside audit shall be made at least once a year.

ARTICLE IV

MAINTENANCE AND IMPROVEMENTS

A. MAINTENANCE BY THE REGIME MANAGER: The Regime Manager shall provide for the maintenance, repair and replacement of the Common Elements including the Limited Common Elements and shall employ and dismiss the personnel required for such maintenance, repair and replacement.

B. MAINTENANCE BY OWNERS: Each Owner shall maintain his unit, except the exterior portions thereof which are maintained by the Regime Manager in a good condition and repair.

C. DEFAULT BY OWNER: In the event that any Owner fails to perform the maintenance required by such Owner by these Bylaws or by any lawful regulation enacted pursuant hereto and such failure

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creates or permits a condition which is hazardous to life, health or property or which reasonably interferes with the rights of another Owner or which substantially detracts from the value or appearance of the Property, the Regime Manager shall, after giving such Owner reasonable notice of an opportunity to perform such maintenance, cause such maintenance to be performed and charge all reasonable expenses of so doing to such Owner by an individual assessment.

D. EXPENSES: Except as hereinafter provided, the expenses of maintenance, repair and replacement provided by the Regime Manager shall be Common Elements. The expenses of maintenance, repair or replacement which are necessitated by (I) the failure of an Owner to perform the maintenance required by the Bylaws, or by any lawful regulation enacted pursuant hereto, (ii) the willful act, neglect or abuse of an Owner, or (iii) in uninsured loss which is to be borne by an Owner in accordance with Article VII of these Bylaws shall be charge to such Owner by an individual assessment.

E. IMPROVEMENTS: The Regime Manager shall provide for the making of such improvements to the Common Elements as may be approved from time to time by the Owners. The cost of such improvements shall be Common Expenses; provided however, that no Owner shall without his consent be assessed in any one year for making of improvements to the Common Elements an amount in excess of one (1%) percent of the

value of his unit as set forth in the Master Deed.

ARTICLE V

REPAIR AND RESTORATION

A. DECISION OF OWNERS: In the event of substantial damage to or destruction of any portion of the Property, the damage or destruction shall promptly be appraised by the Regime Manager. If more than two-thirds (2 /3) of the Property has been destroyed, the Regime Manager shall promptly call a special meeting of the Owners to determine in the manner provided in the Master Deed whether the Property shall be reconstructed. In the event that the Owner determines not to reconstruct the Property, the Secretary shall execute a certificate to that effect and cause the same to be recorded in the same manner as the Bylaws.

B. RECONSTRUCTION: Unless the Owners affirmatively determine in the manner provided in the Master Deed not to reconstruct the Property following damage or destruction thereof the Regime Manager shall promptly provide for such reconstruction. If the cost of such reconstruction exceeds Ten Thousand and No/100 ($10,000.00) Dollars, the Regime Manager shall employ an architect licensed to practice in the jurisdiction of jurisdictions in which the Property is situate to supervise the reconstruction. It shall be the duty of such architect to inspect the progress of the reconstruction at regular intervals and submit written authorization to the insurance

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trustee hereinafter defined for the payment of work performed. When an architect is not required by the terms hereof the Regime Manager may perform such inspections and submit such authorization.

C. COSTS: The Regime Manager shall employ for the purpose of reconstructing the Property, the proceeds of any insurance obtained on the Property by the Regime Manager as trustee for the Owners. If such insurance proceeds do not cover the cost of reconstruction the deficiency shall be borne by the Association as a Common Expense up to an amount equal to the sum of (I) the amount deducted pursuant to the "Loss Deductible" clause of the insurance policy plus (ii) fees and expenses of the Insurance Trustee hereinafter identified. Any deficiency in excess of such amount shall be borne by the Owners in proportion to their respective interests in the portion of the property reconstructed.

ARTICLE VI

CONDEMNATION

A. RIGHTS OF OWNERS: If any portion of the Property is condemned by any authority having the power of eminent domain, each Owner shall be entitled to receive notice of such condemnation and to participate in the proceedings incident thereto unless otherwise prohibited by law. Each Owner shall be entitled to an individual award to be determined by the value of his interest in the portion or portions of the Property condemned.

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B. DUTIES OF THE ASSOCIATION: In the event that any award is received by the Association on account of condemnation of any portion or portions of the Common Elements, the Regime Manager shall promptly pay such award to the Insurance Trustee hereinafter identified as trustee for the Owners to be disbursed in the same manner if it were insurance proceeds. The Regime Manager shall promptly call a special meeting of the Owners to determine whether any condemned portion of the Common Elements shall be replaced. If the Owners determine to replace any condemned portion for the Common Elements the Regime Manager shall provide for the replacement of such portions in the same manner as if such portions have been destroyed by casualty.

ARTICLE VII

INSURANCE

A. INSURED: Insurance policies upon the Property, covering the items described below, shall be purchased by the Council or its Manager for the benefit of the Regime, the Council and the Owners of the units and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of all Owners. Such policies and endorsements shall be deposited with and held by the Association.

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B. COVERAGE: Insurance shall cover the following when available:

(a) the replacement value of all units and Common Elements. Such coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended endorsement and against such other risks as are customarily covered with respect to buildings and improvements of any unit shall be provided by the Council, unless included in the policy without additional charges;

(b) public liability in such amounts and with such coverage as shall be determined by the Regime Manager, including, but not limited to, hired automobile and non-owned automobile coverage;

(c) workmen's compensation (if required);

(d) such other insurance as the Regime Manager from time to time determine to be desirable.

C. PREMIUMS AND DEDUCTIBLES: Premiums upon insurance policies and that portion of any covered loss not compensated for because of the deductible clause of the policy shall be paid by the Council as a Common Expense and shall be paid by the Owners in proportion to their respective interest in the Common Elements.

D. PROCEEDS: The proceeds received by the Council from any indemnity paid under the hazard insurance policy shall be held by the Regime Manager. After deduction of all reasonable expenses of the Regime Manger in administrating such proceeds, the net proceeds shall be distributed as follows:

(a) if the Property is not reconstructed as provided in Article IV of the Master Deed, then each owner shall receive a share of the proceeds proportionate to his interest in the common Elements as set forth in the Master Deed; or

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(b) if reconstruction takes place, then such proceeds shall be used to meet reconstruction costs as provided in Article IV of the Master Deed and Article X of the Bylaws, and any proceeds remaining after all the costs of reconstructing the Property have been paid shall be distributed to the Council for the benefit of all Owners.

E. INSURANCE BY OWNERS: Each Owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable: (1) hazard insurance on his unit and its contents for his own benefit, and (2) liability insurance covering accidents occurring within his unit. Any Owner who obtains hazard insurance for his own benefit shall within thirty (30) days of obtaining the same deliver to the Regime Manager a copy of the Policy of insurance.

ARTICLE VIII

RESTRICTIONS AND REGULATIONS

A. RESTRICTIONS: The use of the Property shall be subject to the following restrictions:

1. Units shall be used only as offices.

2. No Owner shall maintain or permit any nuisance within his unit or unreasonably interfere with the use and enjoyment of the Property by any other person entitled to the same by creating anywhere on the Property or permitting within his unit the creation of excessive noise, smoke or offensive odors. No person shall maintain on the Property and no Owner shall permit within his unit

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any condition which is unreasonably hazardous to the life, health or property of any other person.

3. No person shall make any additions to or perform any work upon the Common Elements or otherwise alter the Common Elements without the express authorization of the Regime Manager. No Owner shall later permit the alteration of the external appearance of any portion of his unit without express approval of the Regime Manager.

B. REGULATION: The Regime Manager shall adopt and amend from time to time such reasonable regulations (The "Regulations") governing the operation and use of the Property as he may deem necessary and desirable. It shall not be necessary to record Regulations newly adopted or the amendment or repeal of existing Regulations, but no Owner shall be bound by any newly adopted Regulations or any amendment or repeal of an existing Regulation until a copy of the same has been delivered to such Owner.

C. ENFORCEMENT: The Regime Manager shall enforce the terms of the Act, Master Deed and these Bylaws and the Regulations promulgated pursuant hereto and shall take prompt and appropriate action to correct any violations of the same. In addition to any other remedy to which the Association or Owner may be entitled, the Regime Manager may impose against an Owner reasonable fines not to exceed a total of Ten ($10.00) Dollars per day for any violation of the terms of the Act, Master Deed or these Bylaws or the

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Regulations promulgated pursuant hereto. Such fines shall be collected by individual assessment. Each day during which a violation occurs or continues shall be deemed a separate offense.

D. RESPONSIBILITY OF OWNERS: Each Owner shall be deemed responsible for the conduct of members of his staff and his tenants, agents, guests, and pets, but the responsibility of the Owner shall not receive any member of his staff or any of his tenants, agents or guests for any liability to the Association or to an Owner for their own acts.

ARTICLE IX

LIABILITIES AND INDEMNIFICATION

A. LIABILITY OF OWNERS: No Owner shall be liable upon a debt or tort of the Association for any amount in excess of such portion of the total liability as the portion of the Common Expenses which such Owner is required to pay bears to the total of the Common Elements.

B. INDEMNIFICATION AMONG OWNERS: Each Owner shall be entitled to contribution from and indemnification by every other Owner to the extent that such Owner discharge or is required to discharge any portion of any liability of the Association in excess of such Owner's proportionate share thereof, except that no Owner shall be required to provide contribution or indemnification on account of

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a debt which was liquidated in amount due and payable prior to the time such Owner became an Owner.

C. LIABILITY OF REGIME MANAGERS AND OFFICERS: The Regime Manager shall not be liable to any Owner for any decision, action or omission made or performed by such Regime Manger in the course of his duties unless such Regime Manager acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Act, Master Deed or these Bylaws.

D. INDEMNIFICATION OF REGIME MANAGER: The Association shall indemnify and defend each Regime Manager from any liability claimed or imposed against him by reason of his position or actions as a Regime Manager if all of the following conditions are satisfied:

1. Such liability does not arise from the willful misconduct of the Regime Manager;

2. The Regime Manager or officer is not required to bear such liability by the terms of the Act, Master Deed or these Bylaws;

3. The Regime Manager gives the Association adequate notice of the claim or imposition of the liability to permit the Association reasonable opportunity to defend against the same; and

4. The Regime Manager cooperates with the Association in defending against the liability.

The expense of indemnifying a Regime Manager shall be Common Expense and shall be borne by all the Owners, including such Regime Managers or Officers, in proportion to their respective interests

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in the Common Elements. The Regime Manager may obtain insurance indemnifying the Regime Manager for any liability claimed or impose against him by reason of his position as Regime manager and the cost of such insurance shall be a Common Expense.

ARTICLE X

SEAL AND SIGNATURES

A. SEAL: The Association shall have a seal inscribed in the name of the Association and such other information as the Regime Manager may determine. The Regime Manager of the Association shall have custody of the seal and affix and attest the same upon such documents as the Regime Manager shall deem appropriate.

B. ATTESTATION OF DOCUMENTS: The presence of the Association seal, attested to by the Regime Manager on any contracts, conveyance or any other document executed on behalf of the Association shall attest:

1. That the Association Seal affixed to the document is in fact the seal of the Association.

2. That the Regime Manager of the Association executing the document does in fact occupy the official position indicated; that one in such position is duly authorized to execute such document on behalf of the Association; and that the signature of such Regime Manager subscribed to the document is genuine;

3. That the execution of the document on behalf of the Association has been duly authorized.

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C. CERTIFICATION OF DOCUMENTS: When the seal of the Association is affixed to any document relating to the Property or the Association and is attested by the Regime Manager, a third party without knowledge or reason to know to the contrary may rely on such documents as being what it purports to be.

D. CERTIFICATION OF ACTIONS AND FACTS: When a written statement setting forth (I) actions taken by the Owner or by the Regime Manager or (ii) facts relating to the property or the Association are determined by the Regime Manager is executed by the Regime Manager of the Association and bears the seal of the Association, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

E. ABSENCE OF SEAL: The absence of the seal of the Association from any contract, conveyance or other document executed on behalf of the Association shall not impair the validity of such contract, conveyance or document or of any action taken pursuant thereto or in reliance thereon, but the person relying on the same shall bear the burden of establishing that the execution of the same was duly authorized and accomplished on behalf of the Association.

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ARTICLE XI

AMENDMENTS

A. PROCEDURE: These Bylaws may be amended from time to time by resolution adopted by the affirmative vote of the Owners of two-thirds (2/3) of the total interest in the Common Elements. No amendment shall be effective unless and until recorded as an amendment to the Master Deed in accordance with the Action.

B. EFFECT: All Owners, tenants of Owners, employees of Owners and tenants, and any other persons that may in any way or manner use the Property or any part thereof shall be bound to abide by any amendment to these Bylaws duly adopted and recorded as specified herein.

ARTICLE XIV

MISCELLANEOUS

A. RECORD OF OWNERSHIP: Any person who acquires title to a unit, except a person who acquires title to a unity merely as security for a debt, shall promptly inform the Regime Manager of the identity of such person and the date upon the manner in which title to the unit was acquired. The Regime Manager shall maintain a record in the names of all Owners and the dates upon which they acquired title to their unit.

B. NOTICES: Any notices or documents placed in the mail receptacle or affixed to the front door of the unit by or at the

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direction of the Regime Manager shall deemed delivered to the Owner of such unit, unless the Owner of such unit has previously specified to the Regime Manager in writing another address for delivery of such notice and documents. Any notice or document addressed to the Regime Manager and delivered to the Regime Manager by or at the direction of an Owner shall be deemed delivered to the Association.

C. WAIVER: No provision of these Bylaws or of the Regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breached which may have occurred.

D. CONFLICTS: In the event of any conflict between these Bylaws and the Act, the Master Deed shall control as appropriate. In the event of a conflict between these Bylaws and the Regulations promulgated pursuant hereto, these Bylaws shall control.

E. SEVERABILITY: The provisions of these Bylaws are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability effect of the remainder hereof.

F. CAPTIONS: The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any portion hereto.

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G. GENDER AND NUMBER: All pronouns used herein shall be deemed to include the masculine, feminine, neuter, singular and plural whenever the context requires or permits.

CERTIFICATION

I, the undersigned, do hereby certify that I am the acting Regime Manager of WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME and that the foregoing By-laws of said Regime are duly adopted at a meeting of the Council of Co-owners thereof, held on the 30th day of October, 1996.

Regime Manager

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

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

1. Property located at Ashley River Road & Wallace School Road, Charleston, SC bearing Charleston County Tax Map Number 351-10-00-093, 351-10-00-066 & 351-10-00-039, was transferred by Larry J. Ferguson, Mabel Ferguson, Perry K. Waring, Louis Waring, Jr., Anthony B. O'Neill, & Arthur C. McFarland to Westgate Office Park Horizontal Property Regime on Charleston 10-30-96.

The transaction was (Check one):

____ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $_____.*

____ not an arm's length real property transaction and the fair market value of the property is $_____.*

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et.seq. because the deed is: being transferred from individuals to a corporation (exempt number 10).

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transactions as: Attorney.

I further understand that a person required to furnish this affidavit who wilfully 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.

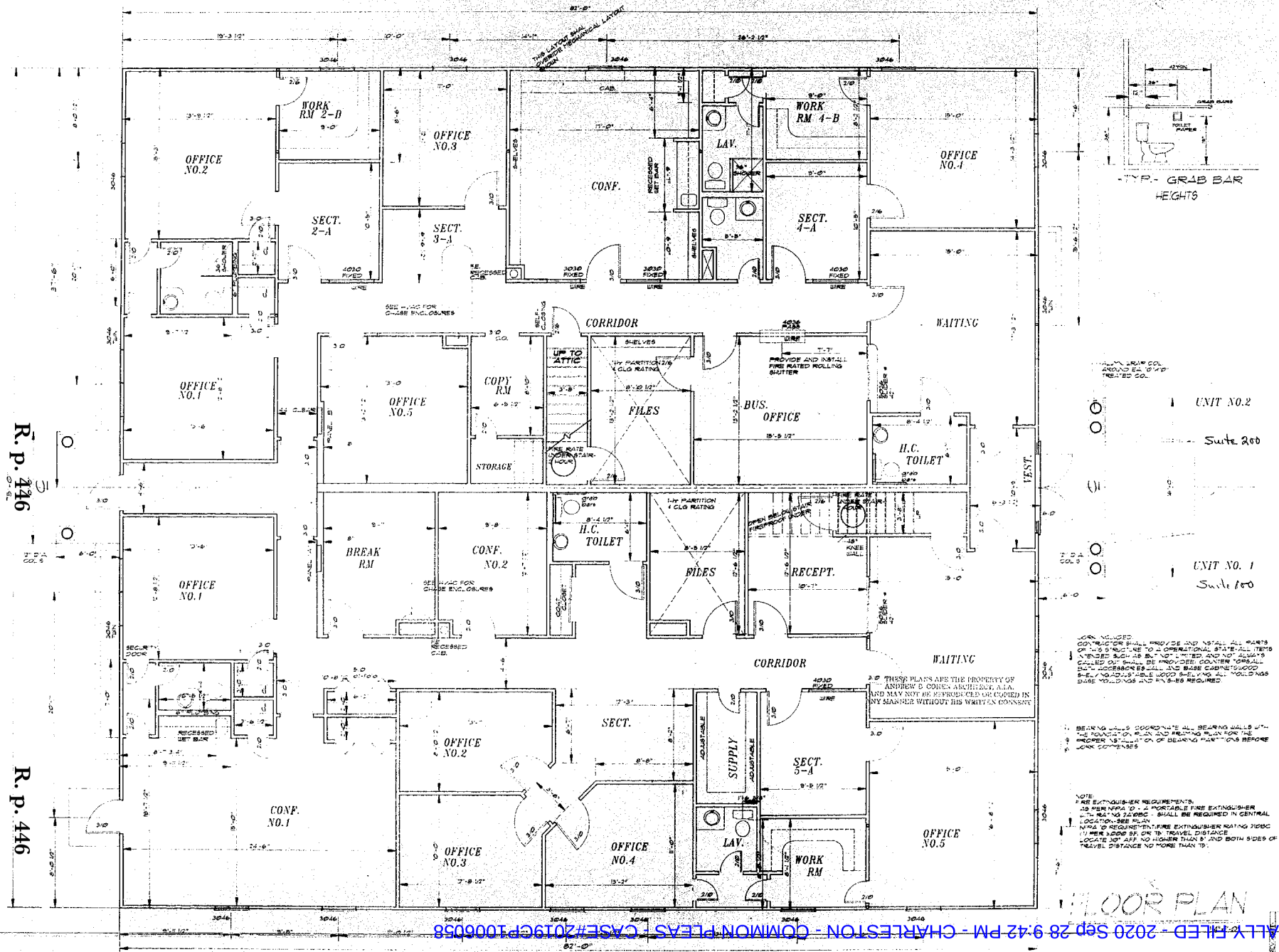
Arthur C. McFarland
Purchaser, Legal Representative of the Purchaser, or
Other Responsible Person Connected with the Transaction

SWORN to before me this 30th **day of** October **19** 96

Notary Public for South Carolina
My Commission Expires: July 23, 2001

*The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

R. p. 445



R. p. 446

R. p. 446

andrew b. cohen, a.i.a.
p.o. box 2287
mt. pleasant,s.c. 29465
803-881-0786

WARING OFFICE BUILDING

ADDRESS:
S.C. HWY 61
WALLACE ROAD

drawing title:
FLOOR PLAN

date:
FEB. 5,96

A-3

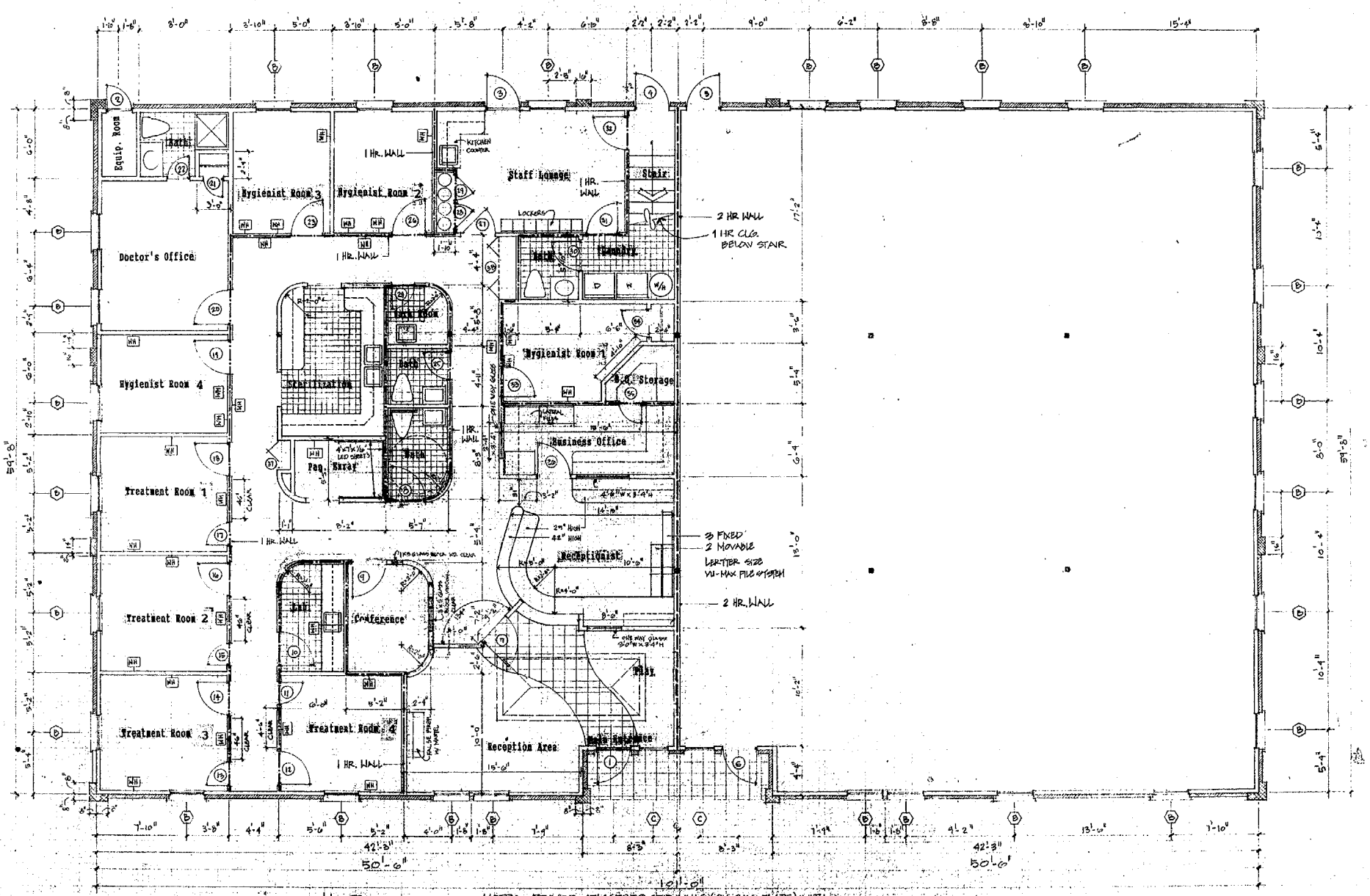
project #
94AC7100

THESE PLANS ARE THE PROPERTY OF ANDREW B COHEN ARCHITECT, A.I.A. AND MAY NOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN CONSENT

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

Exhibit G

BK R 287PG235



WH PROVIDE SOLID 2x14" BLOCKING AND VERIFY LOCATION W/ EQU. SUPPLIER

NOTE:
REFER TO SHEET A-6 FOR RATED WALL ASSEMBLY DETAILS
2 HR. WALL
1 HR. WALL

NOTE: PROVIDE STAGGERED STUD WALLS (OR 2x6 PLATE) WITH SOUND BATT INSULATION AT THE FOLLOWING AREAS:
1. WALL BETWN TREATMENT RM 4 & LAB
2. WALL BETWN TREATMENT RM 1, TREATMENT RM 2, AND RECEPTION AREA
3. WALLS BETWN HYGIENE RM 1, 2, 3 & 4, BATH/LAUNDRY, & PERIMETER OF DOORS OPENS.

FLOOR PLAN 6019 SF

SCALE: 1/4"=1'-0"

UNIT A 3009 SF
SUITE 410

UNIT B 3009 SF

REVISIONS	BY
7/24/98	CMA

DR. LARRY FERGUSON DMD
WESTGATE OFFICE PARK
CHARLESTON, S.C.

DRAWN
CHECKED
DATE
SCALE
JOB NO
SHEET

R. p. 447

R. p. 447

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

McFARLAND & ASSOCIATES

BK U284 PG 177

Re-Recorded
BK R 287 PG 237

FILED
U284-117
97 MAY 30 AM 11:22
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee 66.00
State Fee
County Fee
Postage
TOTAL 66.00

TMS VERIFIED
BAC LCB
DTD 6-3-97

Recorded this 30 day of May Year 97
On Property Record Card
Peggy A. Mosley
Auditor Charleston County

Re-Recorded
FILED
R287-175
97 JUL 29 PM 3:18
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Re-Rec
Recording Fee 68.00
State Fee
County Fee
Postage
TOTAL 68.00 B

TMS VERIFIED
BAC LC
DTD 7-31-97

Recorded this 29 day of Jul Year 97
On Property Record Card
Peggy A. Mosley
Auditor Charleston County

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R. p. 448

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FIRST AMENDMENT TO MASTER DEED FOR WESTGATE OFFICE PARK HORIZONTAL PROPERTY REGIME

WHEREAS, by its Master Deed dated October 30, 1996, and recorded May 30, 1997, in the RMC Office for Charleston County in Book U284, at Page 117 and re-recorded in Book R287, at Page 175 (the "Master Deed"), Perry K. Waring, Louis L. Waring, Jr., Larry J. Ferguson, Mabel G. Ferguson, Anthony B. O'Neill and Arthur C. McFarland created and established Westgate Office Park Horizontal Property Regime; and

WHEREAS, the aforesaid Master Deed provided that a parcel of land identified as a portion of Lot B with corners lettered A-B-C-D-A, as shown on a plat recorded in the RMC Office for Charleston County in Plat Book V, page 48, was to be included as regime property; and

WHEREAS, the aforesaid parcel, reconfigured and currently designated as Lot B-2 as shown on a plat recorded in the Charleston County RMC Office in Plat Book EB, page 810 was never to have been a part of the Westgate Office Park Horizontal Property Regime but was to be an out parcel adjacent to the Westgate Office Park Horizontal Property Regime; and

WHEREAS, the owners of the condominium units within Westgate Office Park Horizontal Property Regime desire to correct the aforesaid error and set out the rights of the out parcel to use of the certain common elements of the Westgate Office Park Horizontal Property Regime;

NOW THEREFORE, the undersigned, being all of the condominium unit owners of the Westgate Office Park Horizontal Property Regime hereby amends the Master Deed as follows:

1. The Master Deed is amended to exclude from the Westgate Office Park Horizontal Property Regime the out parcel designated as Lot B-2 and more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

2. The owners of the out parcel more fully described in Paragraph 1 hereinabove, together with their heirs, successors and assigns shall have the non-exclusive right to utilize all parking areas as shown on Exhibit "B" of the Master Deed, together with all utility easements, drainage easements, walkways, ingress/egress easements, buffer easements, and any other easements as more fully shown thereon.

3. The owners of the out parcel more fully described in Paragraph 1 hereinabove, together with their heirs, successors and assigns, shall have the right to utilize one-fourth (1/4) of the Westgate Office Park Horizontal Property Regime sign located on S.C. Highway 61.

4. The owners of the out parcel shall contribute their appropriate share of the expenses for the upkeep and maintenance for their use of the common areas and sign more fully set forth in Paragraphs 2 & 3 hereinabove.

R. p. 449

5. The owners of any condominium unit in the Westgate Office Park Horizontal Property Regime, their heirs, successors and assigns shall have the non-exclusive right to utilize all parking areas, utility easements, drainage easements, walkways, ingress/egress easements, buffer easements and any other easements located on Lot B-2 as more fully shown on Exhibit B of the Master Deed.

6. All other terms and provisions of the Master Deed not modified herein shall remain in full force and effect.

WITNESS our hands and seals this 3rd day of June, in the year of our Lord two thousand five and in the two hundred and twenty-ninth year of the sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

UNIT 1, SUITE 100

Perry K. Waring

UNIT A, SUITE 300

Sarbabi Masindet

UNIT 2, SUITE 200

Arthur C. McFarland

Anthony B. O'Neill

UNIT B, SUITE 400

Larry J. Ferguson

Mabel G. Ferguson

R. p. 450

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **ARTHUR C. MCFARLAND and ANTHONY B. O'NEILL** sign, seal, and as their act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Notary Public for South Carolina
My Commission Expires: 8/28/2011

Witness

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 451

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **PERRY K. WARING** sign, seal, and as his act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005.

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 452

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **LARRY J. FERGUSON and MABEL G. FERGUSON** sign, seal, and as their act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 453

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **SARBABI MASINDET** sign, seal, and as his act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 454

RECORDER'S PAGE
This page must remain with the Original Document

BK Z539PG450

Bruce Berlinsky

Recording Fee amend 1 m/d 12.00
State Fee —
County Fee —
Postage —
Total 12.00
A

FILED
Z 539-444
2005 JUN -8 AM 8:56
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED
BY ASSESSOR
REP LDS
DATE 6/27/05
R

RECEIVED FROM RMC
JUN 27 2005
PEGGY A. MOSELEY
PRIOR

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

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 455

Re-record to add Exhibits "A" and "B"

BK Z539PG444

RE-RECORD
BK R 609PG525

STATE OF SOUTH CAROLINA)
) **FIRST AMENDMENT TO MASTER DEED**
) **FOR WESTGATE OFFICE PARK**
COUNTY OF CHARLESTON) **HORIZONTAL PROPERTY REGIME**

WHEREAS, by its Master Deed dated October 30, 1996, and recorded May 30, 1997, in the RMC Office for Charleston County in Book U284, at Page 117 and re-recorded in Book R287, at Page 175 (the "Master Deed"), Perry K. Waring, Louis L. Waring, Jr., Larry J. Ferguson, Mabel G. Ferguson, Anthony B. O'Neill and Arthur C. McFarland created and established Westgate Office Park Horizontal Property Regime; and

WHEREAS, the aforesaid Master Deed provided that a parcel of land identified as a portion of Lot B with corners lettered A-B-C-D-A, as shown on a plat recorded in the RMC Office for Charleston County in Plat Book V, page 48, was to be included as regime property, and

WHEREAS, the aforesaid parcel, reconfigured and currently designated as Lot B-2 as shown on a plat recorded in the Charleston County RMC Office in Plat Book EB, page 810 was never to have been a part of the Westgate Office Park Horizontal Property Regime but was to be an out parcel adjacent to the Westgate Office Park Horizontal Property Regime; and

WHEREAS, the owners of the condominium units within Westgate Office Park Horizontal Property Regime desire to correct the aforesaid error and set out the rights of the out parcel to use of the certain common elements of the Westgate Office Park Horizontal Property Regime;

NOW THEREFORE, the undersigned, being all of the condominium unit owners of the Westgate Office Park Horizontal Property Regime hereby amends the Master Deed as follows:

1. The Master Deed is amended to exclude from the Westgate Office Park Horizontal Property Regime the out parcel designated as Lot B-2 and more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

2. The owners of the out parcel more fully described in Paragraph 1 hereinabove, together with their heirs, successors and assigns shall have the non-exclusive right to utilize all parking areas as shown on Exhibit "B" of the Master Deed, together with all utility easements, drainage easements, walkways, ingress/egress easements, buffer easements, and any other easements as more fully shown thereon.

3. The owners of the out parcel more fully described in Paragraph 1 hereinabove, together with their heirs, successors and assigns, shall have the right to utilize one-fourth (1/4) of the Westgate Office Park Horizontal Property Regime sign located on S.C. Highway 61.

4. The owners of the out parcel shall contribute their appropriate share of the expenses for the upkeep and maintenance for their use of the common areas and sign more fully set forth in Paragraphs 2 & 3 hereinabove.

R. p. 456

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5. The owners of any condominium unit in the Westgate Office Park Horizontal Property Regime, their heirs, successors and assigns shall have the non-exclusive right to utilize all parking areas, utility easements, drainage easements, walkways, ingress/egress easements, buffer easements and any other easements located on Lot B-2 as more fully shown on Exhibit B of the Master Deed.

6. All other terms and provisions of the Master Deed not modified herein shall remain in full force and effect.

WITNESS our hands and seals this 3rd day of June, in the year of our Lord two thousand five and in the two hundred and twenty-ninth year of the sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

UNIT 1, SUITE 100

Perry K. Waring

UNIT A, SUITE 300

Sarbabi Masindet

UNIT 2, SUITE 200

Arthur C. McFarland

Anthony B. O'Neill

UNIT B, SUITE 400

Larry J. Ferguson

Mabel G. Ferguson

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RE-RECORD
BK R 609PG527

BK Z539PG446

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **ARTHUR C. MCFARLAND and ANTHONY B. O'NEILL** sign, seal, and as their act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
30 day of June, 2005

Notary Public for South Carolina
My Commission Expires: 8/28/2011

Witness

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 458

BK Z539PG447

RE-RECORD
BK R 609PG528

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **PERRY K. WARING** sign, seal, and as his act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005.

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 459

RE-RECORD BK R 609PG529

BK Z539PG448

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **LARRY J. FERGUSON and MABEL G. FERGUSON** sign, seal, and as their act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

R. p. 460

RE-RECORD
BK R 609PG530 BK Z539PG449

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **SARBABI MASINDET** sign, seal, and as his act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
3rd day of June, 2005

Witness

Notary Public for South Carolina
My Commission Expires: 2-10-09

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

Exhibit "A"

ALL that lot, piece or parcel of land, situate, lying and being in the County of Charleston, State of South Carolina, and designated as **Lot B-2** on a map entitled "Plat of Westgate Office Park Horizontal Regime, City of Charleston, Charleston County, S.C.," made by Forsberg Engineering & Surveying, Inc. dated October 30, 1996, and revised November 7, 1996, and March 11, 1997, and recorded May 12, 1997, in the Charleston County RMC Office in Plat Book EB, at Page 810, reference to which is hereby craved for a more complete description.

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

BEING the same property conveyed to Perry Keith Waring and Donna Waring by deed of Louis L. Waring, Jr., dated March 5, 1998, and recorded March 19, 1998, in Book G299, at Page 203, in the RMC Office for Charleston County.

TMS No : 351-10-00-099

R. p. 462

Exhibit "B"

EXHIBIT B

Re Recorded
BK R 287PG204

BK U284PG146

NOTES:

1) THE PROPERTY OWNERS ARE AS FOLLOWS:
LOT B-1 SUITE 300 - PERRY K. WARING & LOUIS L. WARING JR.
SUITE 400 - LARRY J. FERGUSON & MABEL FERGUSON
LOT B-2 - LOUIS L. WARING, JR.
LOT B-3B SUITE 100 - PERRY K. WARING
SUITE 200 - ANTHONY B. O'NEILL & ARTHUR C. McFARLAND

2) REFERENCE PLAT BY JEFFREY S. COOPER DATED SEPT 13, 1991 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CE PAGE 156

3) REFERENCE PLAT BY JEFFREY S. COOPER DATED DEC 8, 1992 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CH PAGE 179

4) REFERENCE PLAT BY JEFFREY S. COOPER DATED DECEMBER 12 1994 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EA PAGE 682

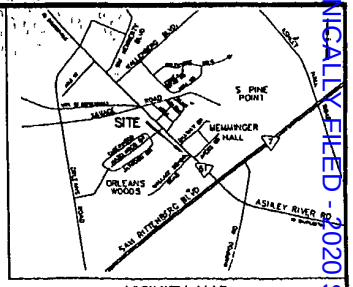
5) ACCORDING TO FLOOD INSURANCE RATE MAP No 455413 0292 C DATED JULY 15 1988 THIS PROPERTY LIES IN ZONE C.

6) TMS NO 351-10-00 PARCELS 39 66 AND 93.

7) THE AREAS ARE AS FOLLOWS:
LOT B-1 17 951 SF (0.412 AC)
LOT B-2 16 208 SF (0.372 AC)
LOT B-3B 19 284 SF (0.442 AC)

LEGEND

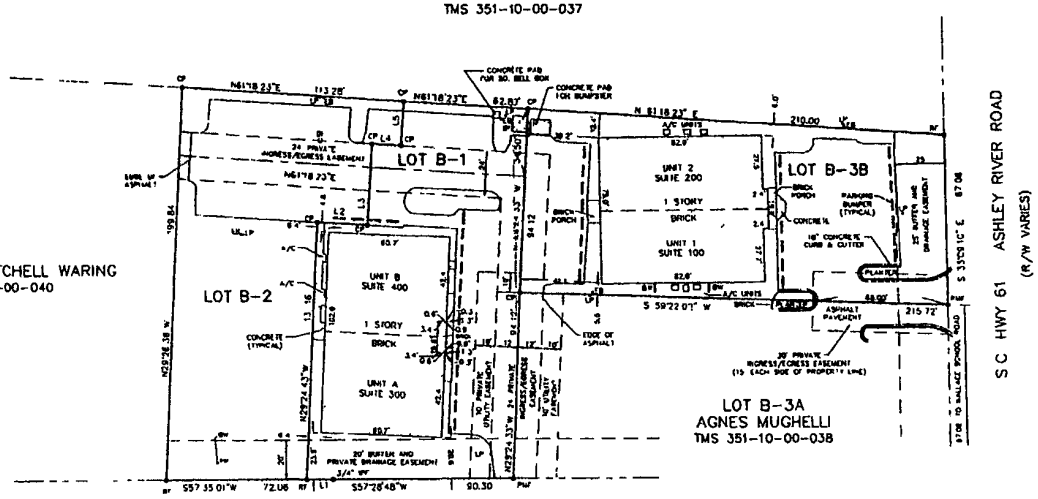
IPF - IRON PIPE FOUND
CP "•" COMPUTED POINT (WILL BE SET WHEN SITE IMPROVEMENTS ARE COMPLETED)
RF - REBAR FOUND (1/2")
PMF - PUNCH MARK FOUND
TP - TRANSFORMER PAD
LP - LIGHT POLE
EB - ELECTRIC BOX
PP - POWER POLE
GW - GUY WIRE
BW - BRICK WALL



VICINITY MAP

JOSEPH H. & SONIA S GREENBERG SOKOL
TMS 351-10-00-037

BARBARA ANN MITCHELL WARING
TMS 351-10-00-040



WALLACE SCHOOL ROAD S-10-521
(50' R/W)

LINE	DIRECTION	DISTANCE
L1	S57°35'01"W	13.84'
L2	N61°18'23"E	35.27'
L3	N28°41'37"W	41.50'
L4	N61°18'23"E	15.13'
L5	N28°41'37"W	23.50'

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

JEFFREY STEVEN COOPER R.L.S. No. 12518

BK R 609PG532

APPROVED PLAT
DATE 6/8/97
ENGINEERING DIVISION
CITY OF CHARLESTON

PLAT OF
WESTGATE OFFICE PARK
HORIZONTAL REGIME
CITY OF CHARLESTON
CHARLESTON COUNTY SC
SCALE 1" = 30' OCTOBER 30, 1996
REVISED NOVEMBER 7, 1996
REVISED MARCH 11, 1997

1" = 30' scale 30 0 30 60 feet

FORSBERG ENGINEERING & SURVEYING, INC.
P.O. BOX 30575
CHARLESTON SOUTH CAROLINA 29417
803/871-2822
JOB NO 9612

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

RE-RECORD BK R 609PG533

BK Z539PG450

RECORDER'S PAGE

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Bruce Berlinsky

Recording Fee	amend 1m/D 12.00
State Fee	-
County Fee	-
Postage	-
Total	12.00 A

FILED

Z 539-444

2005 JUN -8 AM 8:56

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR

REP LDS

DATE 6/27/05

R

RECEIVED FROM RMC

JUN 27 2005

PEGGY A. MOSELEY
AUDITOR

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BK R 609PG534

RE-RECORD

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

FILED

December 21, 2006

2:42:34 PM

BK R 609PG525

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Krawcheck & Davidson
Attorneys at Law
9 State Street
Charleston SC 29401

RECEIVED FROM RMC

JAN - 2 2007

PEGGY A MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP

DATE DEC 28 2006

DESCRIPTION	AMOUNT Re-Record
Recording Fee	$ 15.00
State Fee	
County Fee	
Postage	
TOTAL	$ 15.00

$ Amount (in thousands):

DRAWER: A - bmm

DO NOT STAMP BELOW THIS LINE

ELECTRONICALLY FILED - 2020 Sep 28 9:42 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

REAL PROPERTY RECORD

CHARLESTON COUNTY, S. C.

1. T. M. No. 351 — 10 — 0 | LOT 39 | GEOGRAPHICAL AREA: CITY OF CHARLESTON ~~ST. ANDREWS FSD~~ | TAX DISTRICT NO. 4-3 X

2. TITLE OF OWNERSHIP	DATE OF MO. DAY YR.	DEED BOOK	DEED PAGE	$ INDICATED PURCHASE PRICE	CODE	MAILING ADDRESS
3. WARING, Louis L., Jr. (1)	10-66	P86	11			
4. WARING, Perry Keith and Donna	3-19-98	G299	203	85,000		1847 Ashley River Rd Ste 100 29407
5. WESTGATE OFFICE PARK	5-30-97	U284	117			1847 Ashley River Rd Chas SC 29407
6.						
7.						
8.						
9.						

10. PROPERTY LOCATION: Wallace School RD, | SUBDIVISION: WESTGATE OFFICE PARK

11. Lot B-2 CONDO MASTER FILE | Block | Tract No. | Parcel No. | Other

12. ACREAGE: High Land 1.23 | Marsh Land | Total Acres 1.23 | ACREAGE TAKEN FROM: DEED ( ), PLAT (✓), COMPUTATIONS ( )

13. MEASUREMENTS: Road Frontage 176.20 × 199.84 386.08 × 87.08 × 215.72 94.12 X

14. PLATS RECORDED IN: V-48, N86-290, BW-48, Y184-751, EB-810, Y283-476, U284-117 (Master Deed) | COPY OF CURRENT PLAT IN TAX MAP WORK SHEET FOLDER ✓

15. PT LT B WARING V 48 .39 ac

16. YEAR ASSESSMENT FOR:	1968	1971	COMPUTERIZED								3/25/98	
17. LAND ASSESSMENT $	25	110							COMPUTERIZED			
18. BUILDING ASSESSMENT $	1200	1100	OCT 17 1989			COMPUTERIZED			3-31-94			
19. TOTAL ASSESSMENT $	1225	1210	By			CHECKED 5-22-81				11-5-79 SP		X
20. NUMBER OF BUILDINGS	1	1										
21. TOTAL APPRAISED VALUE $		21,300										

22. BUILDING PERMIT ISSUING AUTHORITY	PERMIT NUMBER	DATE OF MO. DAY YR.	DESCRIPTION OF WORK	ESTIMATED COST AS TAKEN FROM PERMIT $	1960-68 TAX MAP CODE
23.					TMS 84 BLOCK 1 LOT 2A
24.					
25.					"X" IN LAST COLUMN, SEE REVERSE SIDE FOR ADDITIONAL REMARKS

R. p. 466

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LINE #19--file #2538 dtd 11-21-67, for 1967 asmt change

LINE #13--Per re-survey plat BW-48, the measurements are changed from 88 x 196.6 x 88.2 x 193.8 to 88 x 199.9 x 88 x 194.3, and the legal is changed from Pt. Lot B to Lot B-2 for 1990. 8-3-89 sw

LINE #1--Previously mapped in St. Andrews PSD district 6-2, annexed to City of Charleston, district 6-3 for 1994 by ordinance no. 1993-292, ratified on 08-31-93. 3/15/94 cdf

LINE# 12--Prev. mapped as Lt. B-2,By Plat EB-810 portion seperated and added to the following PID# 351-10-00-066, 097, and 098 for 1998, legal for this card is Lot B-2 Westgate Office Park. 8-11-9 lbs

LINE# 12--Prev. mapped as Lot B-2, Westgate Office Park, Per mapping this is now known as Westgate Office Park Condo Master File. 7-15-98 lbs

LINE# 12--Prev. mapped as Lot B-2 Condo Master File By Master Deed U284-117 delete Pid# 351-10-00-066 and 093 and combine it with this card for 1999, New acreage for this card 1.23 ac. hi. West Gate Park 11-12-99 lbs

R. p. 467

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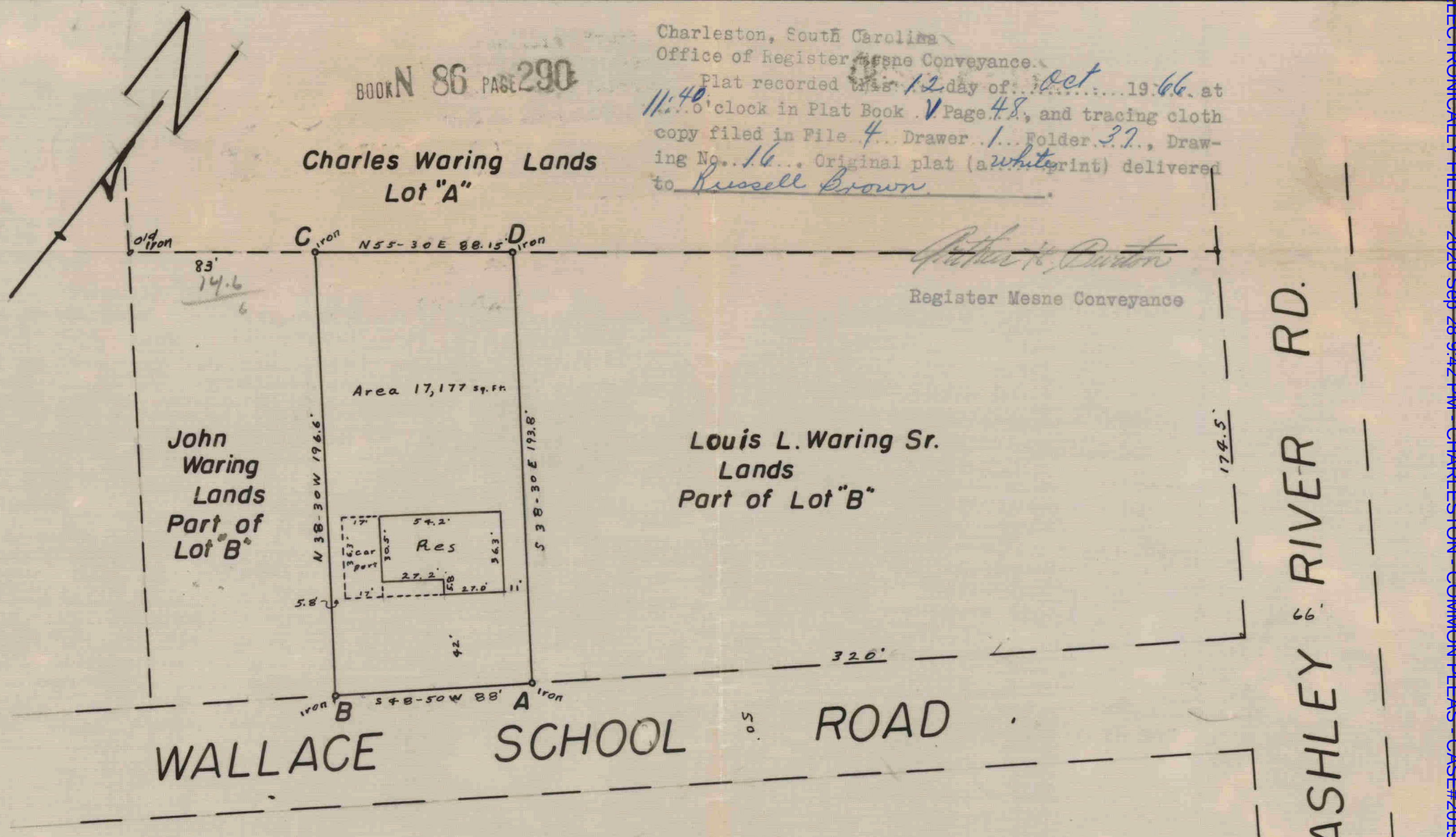
BOOK N 86 PAGE 290

Charleston, South Carolina
Office of Register Mesne Conveyance.
Plat recorded this 12 day of Oct 19 66 at 11:40 o'clock in Plat Book V Page 48, and tracing cloth copy filed in File 4 Drawer 1 Folder 37, Drawing No. 16, Original plat (a white print) delivered to Russell Brown.

Arthur K. Burton
Register Mesne Conveyance



I, J. O'Hear Sanders, Jr. a registered surveyor in the State of S.C. do hereby certify that this is a true and correct survey made on the ground to an accuracy of 1:3219 and that all necessary markers have been installed.

J. O'Hear Sanders Jr.
Surveyor S.C. Reg 499

State of South Carolina
County of Charleston

Showing portion of Lot "B", of the Rebecca Waring Estate, with corners lettered A, B, C, D and A about to be conveyed to Louis L. Waring Jr.

July 16, 1966

Scale 1" = 60'

J. O'Hear Sanders, Jr.
Surveyor S. C. Reg. 499

R. p. 468

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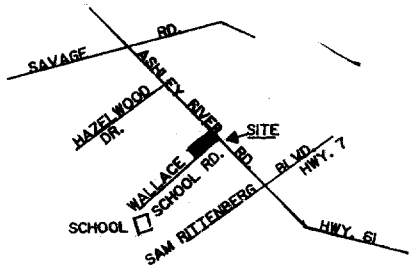
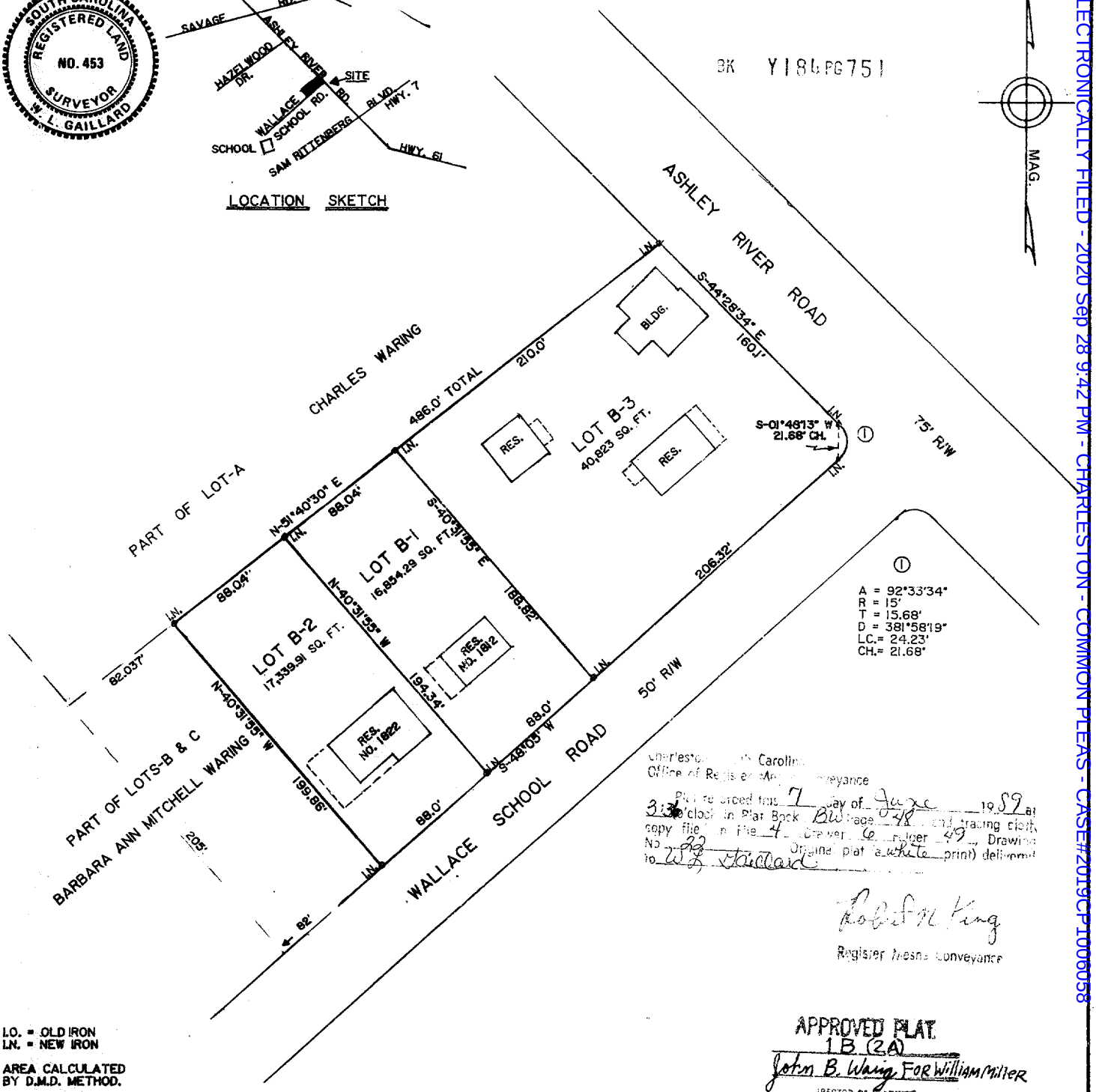
SOUTH CAROLINA REGISTERED LAND SURVEYOR NO. 453 W. L. GAILLARD

BK Y184PG751



LOCATION SKETCH



Charleston South Carolina
Office of Register Mesne Conveyance

Received this 7 day of June 19 89 at 3:30 o'clock in Plat Book BU page 048 and tracing cloth copy filed in File 4 Drawer 6 Folder 49, Drawing No 23 Original plat (white print) delivered to W L Gaillard

Robert M. King
Register Mesne Conveyance

L.O. = OLD IRON
L.N. = NEW IRON

AREA CALCULATED BY D.M.D. METHOD.

DEED REF.
BOOK P-86, PG. 9.
BOOK P-86, PG. 11.
BOOK X-130, PG. 83.

APPROVED PLAT
1 B (2A)
John B. Waring FOR William Miller
DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD
13336 APPL. # APRIL 24, 1989 DATE

0' 60' 120'

COUNTY OF CHARLESTON
STATE OF SOUTH CAROLINA
W. L. GAILLARD, REG. SURV. NO. 453
DATE FEB. 16, 1989 SCALE: 1" = 60 '

I, W. L. GAILLARD, a registered surveyor of the State of South Carolina, do hereby certify that I have surveyed the property shown hereon, that this plat shows the true dimensions of the property, that all necessary markers have been located, and the precision is one: 10,000 W.L. Gaillard

PLAT OF

LOT B-1 OWNED BY- ABRAHAM WARING & MARGARET C. WARING
LOT B-2 OWNED BY- LOUIS L. WARING, JR.
LOT B-3 OWNED BY- GENEVA WARING

ST. ANDREWS PARISH T.M.S. 351-10-00-38, 39 & 66

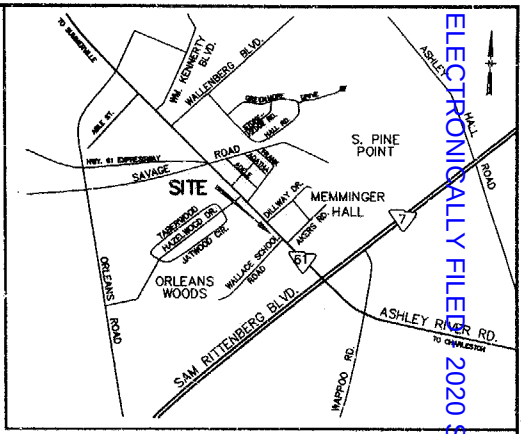
N79389

R. P. 469 R. P. 469

ENGINEERING DIVISION
CITY OF CHARLESTON
PLAT APPROVED 7-20-95
CITY ENGINEER
P & Z _____ BOA 12-4-94
ZONING _____

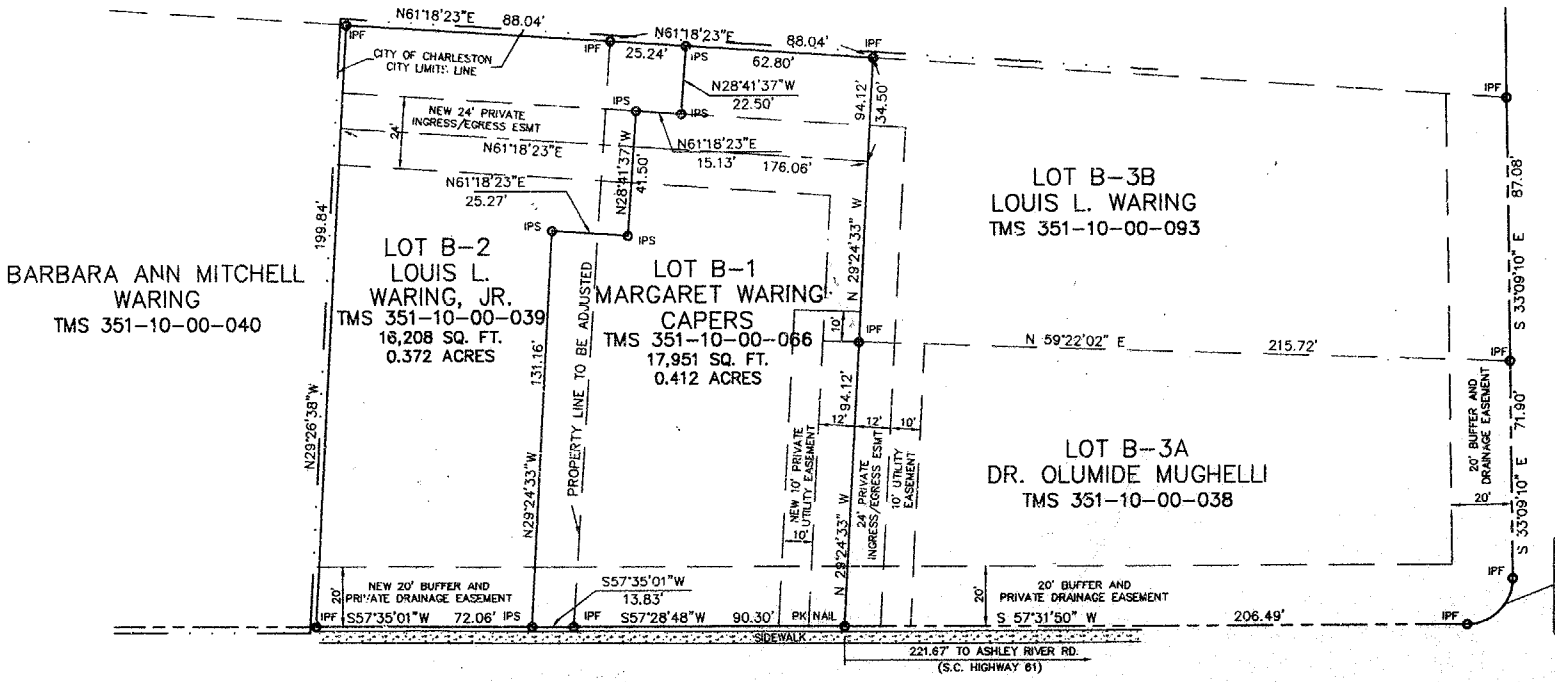
BK R 257PG662

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 21 day of July 19 95
1:58 o'clock in Plat Book EH page 1002 and tracing cloth copy filed in File 2 Drawer 4 Folder 44, Drawing No. 13 Original plat (a white print) delivered to City of Chas
Register Mesne Conveyance



VICINITY MAP

JOSEPH H. & SONIA S. GREENBERG SOKOL
TMS 351-10-00-037



WALLACE SCHOOL ROAD S-10-521
(50' R/W)

BARBARA ANN MITCHELL WARING
TMS 351-10-00-040

Delta=90°41'01"
R=15.00'
T=15.18'
L=23.74'
Ch=21.34'
ChB=S 12°11'19" W

NOTES:

1) PROPERTY OWNED BY MARGARET CAPERS (LOT B-1) AND LOUIS L. WARING, JR. (LOT B-2).

2) PUBLIC WATER AND SEWER ARE AVAILABLE.

3) TOTAL ACREAGE LOT B-1 = 0.412 ACRES, 17,951 SQ. FT.
TOTAL ACREAGE LOT B-2 = 0.372 ACRES, 16,208 SQ. FT.

4) REFERENCE PLAT BY W.L. GAILLARD DATED FEBRUARY 16, 1989 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BW PAGE 48.

5) REFERENCE PLAT BY A.L. GLEN DATED AUGUST 1956 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK L PAGE 197.

6) REFERENCE PLAT BY MOSES A. THOMAS DATED APRIL 28, 1986 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BJ PAGE 66.

7) REFERENCE S.C. DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION DOCKETS 10.692 & 10.670.

8) REFERENCE PLAT BY JEFFREY S. COOPER DATED SEPT. 13, 1991 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CE PAGE 156.

9) REFERENCE PLAT BY JEFFREY S. COOPER DATED DEC. 9, 1992 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CK PAGE 179.

10) ACCORDING TO FLOOD INSURANCE RATE MAP No. 455413 0291 G DATED JULY 15, 1988 THIS PROPERTY LIES IN ZONE C.

11) TMS NO. 351-10-00 PARCELS 39 & 66.

NOTE:
EASEMENTS SHOWN HEREON ARE FOR THE USE OF AND TO BE MAINTAINED BY WESTGATE OFFICE PARK.

LEGEND:
IPF - IRON PIPE FOUND (1/2" REBAR)
IPS - IRON PIPE SET (5/8" REBAR)

PLAT
SHOWING THE
PROPERTY LINE ADJUSTMENT OF
LOT B-1 & LOT B-2
LOCATED IN
CITY OF CHARLESTON
CHARLESTON COUNTY, S.C.

SCALE: 1" = 30' DECEMBER 12, 1994

30 0 30 60
1" = 30' scale feet

SOUTH CAROLINA REGISTERED LAND SURVEYOR 12516 JEFFREY STEVEN COOPER

SOUTH CAROLINA FORSBERG ENGINEERING & SURVEYING, INC. No. C00343 CERTIFICATE OF AUTHORIZATION

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

JEFFREY STEVEN COOPER, R.L.S. No. 12516

FORSBERG ENGINEERING & SURVEYING, INC.
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
803/571-2822

JOB NO. 941276-2

R. p. 470

R. p. 470

ELECTRONICALLY FILED 2020 Sep 28 9:42 PM CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

ELECTRONICALLY FILED - 2020 Sep 28 9:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, LOUIS L. WARING, JR., in the State aforesaid, County aforesaid, for and in consideration of the sum of **EIGHTY-FIVE THOUSAND AND NO/100 ($85,000.00) DOLLARS** to me in hand paid at and before the sealing of these presents by **PERRY KEITH WARING,** in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **PERRY KEITH WARING** and **DONNA WARING**, their Heirs and Assigns the following described property:

All that lot, piece or parcel of land, situate, lying and being in the County of Charleston, State aforesaid, and designated as Lot B-2 on a map entitled "Plat of Westgate Office Park Horizontal Regime, City of Charleston, Charleston County, S.C.," made by Forsberg Engineering & Surveying, Inc. dated October 30, 1996 and revised November 7, 1996 and March 11, 1997 and recorded May 12, 1997 in Charleston County RMC Office in Plat Book EB at page 810, reference to which is hereby craved for a more complete description.

Being a portion of the property conveyed to Louis L. Waring, Jr. by deed of Louis L. Waring, Sr. and John H. Waring dated August 29, 1966 and recorded October 21, 1966 in Charleston County RMC Office in Book P86 at page 11.

TMS No.: 351-10-00-039

Grantee's Address: 1847 Ashley River Road, Suite 100
Charleston, S.C. 29407

TOGETHER with all and singular, the Rights, Members, hereditament 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 **PERRY KEITH WARING** and **DONNA WARING**, their Heirs and Assigns forever.

AND I do hereby bind myself and my Heirs, Executors, Administrators and Assigns to warrant and forever defend, all and singular, the said Premises unto the said **PERRY KEITH WARING** and **DONNA WARING**, their Heirs and Assigns, against me and my Heirs, and all persons whosoever lawfully claiming, or to claim the same or any part thereof.

R. p. 471

WITNESS my Hand and Seal this 5th day of March, in the year of our Lord one thousand nine hundred ninety-eight and in the two hundred twenty-first year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Rotha Lee Kinlock

Vernell Rivers

Louis Waring, Jr.

LOUIS L. WARING, JR.

* aka Louis Waring, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the witness above-named and made oath that (s)he saw the within named **LOUIS L. WARING, JR.*** sign, seal and as his act and deed deliver the within written Deed, and that (s)he with the other witness above-named witnesses the execution thereof.

SWORN TO before me this 5th day of March, 1998.

Rotha Lee Kinlock

Vernell Rivers

NOTARY PUBLIC OF SOUTH CAROLINA
MY COMMISSION EXPIRES: July 23, 2001

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R. p. 472

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT

BK G 299PG205

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 is being transferred BY Louis L. Waring, Jr. aka Louis Waring, Jr.
TO Perry Keith Waring and Donna Waring ON 3/5/98

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 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 $ 85,000.00.
   (b) _____ The fee is computed on the fair market value of the realty which is $_____
   (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $ _____.

5. Check YES__ or NO 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) $85,000.00 the amount listed in item 4 above
   (b) -0- the amount listed in item 5 above (no amount place zero)
   (c) $85,000.00 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 : Attorney

8. I understand that a person required to furnish this affidavit who wilfully 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.

Arthur C. McFarland
Grantor, Grantee, or Legal Representative connected with this transaction

Arthur C. McFarland
Print or Type Name here

Sworn to before me this 5th day of March 1998

Notary Public for South Carolina
My Commission Expires: July 23, 2001

R. p. 473

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McFarland & O'Neill
P.O. Box 80549
Chas SC. 29416-
0549
(ED

BK G 299 PG 206

FILED
G299-203
98 MAR 19 AM 9:09
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee	10.00
State Fee	221.00
County Fee	93.50
Postage	
TOTAL	324.50 B

PID VERIFIED
ASSR MOM
DTD 3/23/98

Recorded this 19 day of Mar Year 98
On Property Record Card
Peggy A. Moseley
Auditor Charleston County

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R. p. 474

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

WHEREAS, Perry Keith Waring and Donna Waring are the owners of Lot B-2 as more fully described hereinbelow; and

WHEREAS, Perry Keith Waring is the owner of Part of Lot B, Part of Lot C, and Part of Lot C-1 as more fully described hereinbelow; and

WHEREAS, Perry Keith Waring and Donna Waring are desirous of conveying the below described property to the Grantors herein;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT WE, **PERRY KEITH WARING and DONNA WARING**, in the State aforesaid for/and in consideration of the sum of TWO HUNDRED EIGHTY-FIVE THOUSAND and 00/100 DOLLARS ($285,000.00), to us in hand paid at and before the sealing of these presents by **CHARLESTON CALVARY CHAPEL**, in the State aforesaid the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **CHARLESTON CALVARY CHAPEL**, its successors and assigns, all of our right, title, and interest in the following described property:

ALL that lot, piece or parcel of land, situate, lying and being in the County of Charleston, State of South Carolina, and designated as **Lot B-2** on a map entitled "Plat of Westgate Office Park Horizontal Regime, City of Charleston, Charleston County, S.C.," made by Forsberg Engineering & Surveying, Inc. dated October 30, 1996, and revised November 7, 1996, and March 11, 1997, and recorded May 12, 1997, in the Charleston County RMC Office in Plat Book EB, at Page 810, reference to which is hereby craved for a more complete description.

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

BEING the identical property conveyed Perry Keith Waring and Donna Waring by deed of Louis L. Waring, Jr. dated March 5, 1998, and recorded March 19, 1998, in Book G299, at Page 203, in the RMC Office for Charleston County.

TMS No.: 351-10-00-0_99

AND

ALL that lot, piece or parcel of land, situate, lying and being in the County of Charleston, State of South Carolina, and designated as **Part of Lot B, Part of Lot C, and Part of Lot C-1** as shown on a plat entitled "Plat Showing the Proposed Re-Subdivision of Lots "C-1", "C-2", "Part of Lot B", and "Part of Lot C", Located on Wallace School Road, St. Andrews Parish, Charleston County, S.C.," made by Moses A. Thomas, Inc. dated April 28, 1986, and recorded June 20, 1986, in the Charleston County RMC Office in Plat Book BJ, at Page 66. Said lot having such size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

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

BEING the identical property conveyed to Perry Keith Waring, Gerald Foster and Allan Rashford

R. p. 475

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by deed of Deadra L. Jefferson dated February 16, 1995, and recorded February 22, 1995, in the RMC Office for Charleston County in Book U252, at Page 078; thereafter Gerald Foster conveyed his undivided one-third (1/3) interest to Perry Keith Waring and Allan Rashford by deed dated September 29, 1998, and recorded October 9, 1998, in the Charleston County RMC Office in Book M312, at page 231; thereafter Allan A. Rashford a/k/a Allan Rashford conveyed his undivided one-half (1/2) interest to Perry Keith Waring by deed dated July 2, 2001, and recorded July 12, 2001, in Book N376, at Page 141, in the RMC Office for Charleston County.

TMS No.: 351-10-00-040

GRANTEE'S ADDRESS: 445 Savannah Highway
Charleston, SC 29407

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

TO HAVE AND TO HOLD, all and singular, the said Premises unto the said **CHARLESTON CALVARY CHAPEL**, its successors and assigns forever.

AND we do hereby bind ourselves and our heirs and assigns, executors and administrators, to warrant and forever defend all and singular, the said Premises unto the said **CHARLESTON CALVARY CHAPEL**, its successors and assigns, against us and our heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hand and seal this 3rd day of June, 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:

PERRY KEITH WARING

DONNA WARING

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named PERRY KEITH WARING and DONNA WARING sign, seal, and as their act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this 3rd day of June, 2005.

Witness

Notary Public for South Carolina
My Commission Expires: 8/2/11

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R. p. 476

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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 is located at 1830 Wallace School Road, SC, bearing Charleston County Tax Map Number 351-10-00-039 & 351-10-00-___ by Perry Keith Waring and Donna Waring on June 3, 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 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 * (If exempt, please skip items 4-7 and go to item 8 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 money or money's worth in the amount of $285,000.00.
   (b) _____ The fee is computed on the fair market value of the realty which is $_____.
   (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES____ or NO__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) ___x___ *the amount listed in item 4 above.*
   (b) _____ the amount listed in item 5 above (no amount place zero)
   (c) _____ 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: Settlement Attorney

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty to a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Bruce A. Berlinsky, P.A.

SWORN to before me this
3rd day of June, 2005.

Notary Public for South Carolina
My Commission Expires: 11/2/08

R. p. 477

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RECORDER'S PAGE
This page must remain with the Original Document

BK Z539PG418

Recording Fee 10.00
State Fee 741.00
County Fee 313.50
Postage
Total 1064.50
A

Bruce Berlinsky

FILED
Z539-415
2005 JUN -8 AM 8:58
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR
REP
DATE 6/27/05

RECEIVED FROM RMC
JUN 27 2005
PEGGY A. MOSELEY

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

ELECTRONICALLY FILED - 2020 Sep 17 1:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

February 21, 2020.

Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Harris v. Anderson Cty. Sheriff's Office, 381 S.C. 357, 673 S.E.2d 423 (2009). An easement may be established by express grant or by express reservation in a deed or other instrument. Sandy Island Corp. v. Ragsdale, 246 S.C. 414, 143 S.E.2d 803 (1965). A reservation of an easement in a deed by which lands are conveyed is equivalent for purpose of creation of easement to express grant of easement by grantee of lands. Id.

The Plaintiff owns the real property located on Wallace School Road in Charleston County, South Carolina (TMS# 351-10-00-099) on a plat referred to as "Lot B-2," and Defendant owns three neighboring lots (TMS # 351-10-00-039; TMS # 351-10-00-066; and TMS # 351-10-00-093) pursuant to a Master Deed conveying title to various parcels of real estate on October 30, 1996 and which created the Horizontal Property Regime known as Westgate Office Park Horizontal Property Regime. Defendant rerecorded the Master Deed on July 29, 1997. Neither the original Master Deed nor the re-recorded deed constitutes a conveyance of land or an interest in land to Defendant. Likewise, the plat referencing easements on Lot B-2 did not convey an interest in Lot B-2 to Defendant.

The First Amendment to the Master Deed filed on June 3, 2005 explicitly states the Master Deed is amended "to exclude from the Westgate Office Park Horizontal Property Regime the out parcel designated as Lot B-2...". However, in another paragraph of the Amendment, Defendant attempts to reserve rights for condominium owners in the Regime to use Lot B-2 for various easements, parking and ingress/egress access. The attempt to reserve rights in Lot B-2 as

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expressed in the First Amendment to the Master Deed is not a conveyance but an invalid attempt by Defendant to create rights in property it has never owned. Plaintiff is entitled to judgment on the claims alleged in the Complaint as a matter of law.

The legal authority cited in Defendant's motion for reconsideration does not compel a different result. In Hoyer v. Slate the Court of Appeals held that "[w]here a deed describes land as it is shown on a certain plat, such plat becomes part of the deed for the purpose of showing the boundaries, metes, courses and distances of the property conveyed." Hoyer v. Slate, 428 S.C. 279, 290, 833 S.E.2d 845, 851 (Ct. App. 2019). The case relied on by Defendant stands for the proposition that land can be described by a plat for the purposes of showing boundaries, metes, courses and distances of the property conveyed by deed. However, that case does not provide that a plat itself can create or convey an interest in real estate. In other words, just because Lot B-2 is shown on a plat does not mean a deed conveying other neighboring lots is sufficient to convey rights to Defendant in Lot B-2.

Now therefore, IT IS ORDERED that the Plaintiff's motion for summary judgment is **GRANTED** and the Defendant's motion to reconsider is **DENIED**.

AND IT IS SO ORDERED.

This ____ day of August, 2020.

_____
Ninth Judicial Circuit

Charleston, South Carolina

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1006058

Bay Light Llc
PLAINTIFF(S)

Westgate Office Park Landowners Maintenance Association Inc
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

Defendant's Motion to Reconsider is denied. No further motions to reconsider shall be filed in this matter.

ORDER INFORMATION

This order ☑ ends ☐ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/21/2020 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

R. p. 481

ELECTRONICALLY FILED - 2020 Dec 22 11:03 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

Court Reporter:

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

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R. p. 482

ELECTRONICALLY FILED - 2020 Dec 22 11:03 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006058

Charleston Common Pleas

Case Caption: Bay Light Llc VS Westgate Office Park Landowners Maintenance Association Inc

Case Number: 2019CP1006058

Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

R. p. 483

STATE OF SOUTH CAROLINA	)	COURT OF GENERAL SESSIONS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	
Bay Light, LLC	)	CASE NO. 2019-CP-10-06058
	)	
PLAINTIFF,	)	TRANSCRIPT OF RECORD
	)	
VS.	)	ORIGINAL
	)	
Westgate Office Park Landowner's Maintenance Association, Inc.,	)	
	)	
DEFENDANT.	)	
_____	)	

June 15, 2020

Charleston, South Carolina, via Zoom

B E F O R E:

The Honorable Bentley Price

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

John Massalon, Esquire
For the Plaintiff

Erika Harrison, Esquire
For the Defense

Certified Transcript Provided For: Erika V. Harrison

I N D E X

HEARING -- 03

EXHIBITS - None Proffered

CERTIFICATION OF TRANSCRIPT -- 10

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.

THE COURT: And what is this pertaining to; this is a what?

MR. MASSALON: Well, Judge, we have got -- I filed a motion for summary judgment which prompted this. And Ms. Harrison filed a motion for a continuance Thursday or Friday of last week.

And if you don't mind I would be happy to go first. And I don't want to step on anybody's toes, but ---

THE COURT: That is fine.

Ms. Harrison, are you prepared to go forward or no?

MS. HARRISON: No -- no, Your Honor, I am not prepared to go forward on the motion for summary judgment, primarily because my client retained me last week -- the latter part of last week.

Even though the party that responded is Arthur McFarland, Judge McFarland, who responded on behalf of the defendants, I think he -- his preference is that I undertake the representation of the matter.

THE COURT: Are you independent counsel, meaning you are not with that same firm?

MS. HARRISON: Right, I am not with that same firm. I have my own law firm.

THE COURT: Right. And so the plaintiff just hired you?

MS. HARRISON: Yes, Your Honor.

MR. MASSALON: She represents the defendant, Judge.

THE COURT: I mean ---

MS. HARRISON: I'm sorry. Not the plaintiff. I'm sorry. Excuse me.

THE COURT: The defendant. So what type of cause of action is this, Mr. Massalon?

MR. MASSALON: It is basically a cause of action for a declaratory judgment and an injunction. And, as I told Ms. Harrison, - we talked just a few moments before we got on the phone - I realize that we are beginning, middle or end of a pandemic. I do not want to be a jerk about this one bit. And I won't be.

My clients bought this -- one of my clients is a vet and he bought this to build an office. And I won't try to jump into the merits, but it is basically a lawsuit about what -- there is a document in the chain of title that is frustrating his efforts.

So he is obviously anxious to get this going, and the motion has been pending since February and all of those things. But, again, I do not want to disrespect Ms. Harrison or the Court by being unreasonable about it.

And I am prepared to tell you my side of it if you would like to hear it and give her more time after this to submit something.

We did just get our ADR notice. And I would love the opportunity to get in front of somebody and talk to them

about our side of this.

If you want to order us to mediation - not being too presumptuous - and reschedule this. Whatever Your Honor would like to do.

But, again, my client was I would say already past the point of frustration by the time they got to me; and so they are very anxious to get this done.

THE COURT: What is the -- when was this filed?

MR. MASSALON: Ooh, I could look, Judge. But I know just because we got the ADR motion it must have been at least 300 days ago.

THE COURT: Oh, goodness.

MR. MASSALON: Because I think that -- but I can look real quick if you would like me to.

THE COURT: Well, Ms. Harrison, do you have any objection to just moving this to my docket sometime next week; or is that still not going to be enough time?

I understand Mr. Massalon is trying to be judicious about this and nice, but ---

MS. HARRISON: And I do understand him trying to be judicious about it, Your Honor. I think in my request I think all I need probably is a good no more than four weeks just so that I -- because I think there are a couple of parties that are independent of being named in his pleadings that I want to make sure either I am not -- don't necessarily

need to be named. And then in addition to that just preparing a brief or a responsive reply to his pleading. And then I think in some of our discussions that were ancillary to having this call today what is kind of the gist of what his client's needs or wants are.

Because, you know, in talking to John and understanding sometimes what the issues are it may not necessarily be about this particular easement; it may just be fundamentally what can he do with the property based upon what the City of Charleston is telling him.

And, John, I may be speaking out of turn on that issue but.

THE COURT: And I want y'all to talk about -- that is fine. But of course my concern is who is the defendant in this case.

MR. MASSALON: The defendant is Westgate Horizontal Property Regime. And ---

THE COURT: And they have been -- they have been on notice for 300 days concerning this though, correct?

MR. MASSALON: I just checked. It looks like we filed the complaint in November of '19. So I am bad at math, but I don't know how long ago that was. It has been a while. And, again ---

THE COURT: Counsel -- did they have counsel before Ms. Harrison?

MR. MASSALON: Well, Judge McFarland did answer for the Regime. And I don't remember -- Erica may remember when that was. But they did file an -- or he filed an answer for the Regime and told me at that time that I think they were going to be retaining counsel. And I can look if I can go off screen for a second and tell you when that was.

So, again, I -- my client is anxious. And frankly although I don't have a motion for an injunction pending I suggested to Ms. Harrison that if they would agree just to stop parking on it until we can get this motion rescheduled frankly that would be something that would make my client reassured about this.

But, again, I know she hasn't had a chance to confer with her client about it because I just proposed it to her about 30 minutes ago.

THE COURT: All right.

MR. MASSALON: So I'm sure she hasn't talked to them about it.

THE COURT: Let's do this. Ms. Harrison, I want to give you all the opportunity you can to kind of catch up with this; but I don't want -- I don't want the defendants to be able to just to say, oh, well, it has been 300 days, it is time to get a lawyer and Mr. Massalon's client be prejudiced by that.

So I am going to give y'all to next week to get back to

me. So what we will do is we will have a status conference next - it doesn't matter - Tuesday, Wednesday or Thursday. I will have my law clerk email y'all, put you on a thread. And we will just talk about it again next week and see if y'all are able to get something arranged. And if so then I will be happy to continue it out for, you know, the three or four weeks. But if not then we may need to try to get something moved sooner than later.

MS. HARRISON: Yes, Your Honor. Yes. And just as an aside as to, you know, even though I understand Judge McFarland, the one of the issues that kind of, you know, presented itself is that Judge McFarland was the draftee -- drafter of the documents themselves, and so that puts a quan- -- even though he has answered he is also the drafter of the documents that are in question.

THE COURT: He became a witness.

MR. MASSALON: I was not aware of that. But I can see how that could get sticky if you were ---

THE COURT: Yeah, it makes him a witness at this point so. All right. That sounds good.

Y'all talk and we will -- I will reach out to you and we will get back together sometime next week, okay.

MR. MASSALON: Okay.

MS. HARRISON: Okay.

MR. MASSALON: Thank you, Judge.

MS. HARRISON: Thank you.

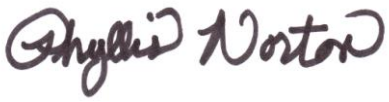
(WHEREUPON, the hearing concluded.)

(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 June 15, 2020.

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



PHYLLIS NORTON, CVR

Date: March 21, 2021

Certified Transcript Provided For: Erika V. Harrison

Certification Reference #2021-0321 Original

STATE OF SOUTH CAROLINA	)	THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	DOCKET NO. 2019-CP-10-6058
	)	
	)	
	)	
BAY LIGHT, LLC	)	
	)	
Plaintiff	)	
	)	
vs.	)	
	)	
WESTGATE OFFICE PARK LANDOWNERS MAINTENANCE ASSOCIATION, INC.	)	
	)	
Defendants	)	
	)	
	)	
	)	
_____	)	TRANSCRIPT OF RECORD

June 25, 2020
Zoom videoconferencing

B E F O R E:

THE HONORABLE BENTLEY PRICE, JUDGE

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

JOHN A. MASSALON, ESQ.
Attorney for the Plaintiff

ERIKA V. HARRISON, ESQ.
Attorney for the Defendants

JOYCE C. RUEGER,
Certified Verbatim Reporter-Master
Circuit Court Reporter

[Certified Transcript Provided for: Erika V. Harrison, Esq.]

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No Exhibits were introduced

PROCEEDINGS

THE COURT: All right. Good afternoon. I have read the memorandums and so I've remember that we continued this because someone was new to the case and I said well good; this will give you the opportunity to see if y'all can work it out. So, that's the last I remember so where are we at?

MS. HARRISON: I'll let John you know take the lead because I think at the end of that conversation I told you that I was going to have to file a substitution consent order because one of the parties, one of the attorneys actually is a witness and a unit owner in the HOA. So, it was best that they not actually represent the HOA.

THE COURT: Right. Because I believe they even drafted the documents ---

MS. HARRISON: --- yes ---

THE COURT: --- somewhat; I remember that. Okay. All right, Mr. Massalon?

MR. MASSALON: Good morning Judge. And just for appearance purposes for the court reporter I am John Massalon here for the plaintiff. And Carissa Steichen, my associate, is with me but off camera. She's sitting at the table in my office. And as you've referred to Judge we made a Motion for Summary Judgment asking the

Court to find that the easement that is the subject of this or that there is no easement that applies to my client's property. And during the last hearing Ms. Harrison appeared but I don't think she had actually entered an appearance for the defendants. She has since done that.

And she and I have talked for a little while yesterday; half hour or 45 minutes. We do not have an agreement on any resolution. It's my understanding, and I'll let her speak for herself that she hasn't been able to corral the owners of the regime to talk about this. So we don't have an agreement on the use.

And as I said last time and I'll say again my clients are impatient to get this issue resolved and so I'm prepared to argue the motion. I am also sympathetic to Ms. Harrison's position as a new lawyer in the case. I don't want to be unprofessional to her in light of that.

So what I would suggest, Your Honor, is subject to whatever you would like me to do I'd be glad to give you our position on the motion. If Ms. Harrison needs some time afterwards to submit anything, at least from me that would not be a concern.

We also have gotten our mediation deadline but we don't have a mediation. We're willing to mediate and I

told Ms. Harrison that yesterday. So, if you want to order us to mediate before you decide the motion again, that would also be fine. We're just looking for some movement and some process on this and so far we have not gotten it.

THE COURT: Well, let's do out of an abundance of time I mean I'm here, she's here, you're here; let's go ahead and hear your Motion for Summary Judgment and then I'll make my decision and let's move on if you want to do that. So, I'll be happy to hear from you.

MR. MASSALON: All right. Thank you, Judge. You said you had read the pleadings. I won't belabor them but just to summarize a couple of points. My client is Bay Light, LLC and they've purchased what is known as Lot B-2 on Wallace School Road. And if Your Honor will permit me to share my screen. I don't think I can do it unless you let me but I was going to just show you the plat quickly so that I can talk about it at the same time if I could do that.

[Whereupon, the Court confers with the law clerk]

MR. MASSALON: May I share a screen please?

THE COURT: All right. You're good to go.

[Whereupon, the plat is shown on screen]

MR. MASSALON: And Your Honor, hopefully everybody can see this plat. And just for your reference Your

Honor where I'm moving my cursor [indicates] is Highway 61. Wallace School Road here [indicates] is across the bottom.

And for a little more reference if you're familiar with where the Barnes and Noble and Harris Teeter is at Savannah Highway and Sam Rittenberg this would be just behind that on -- I'm sorry, Highway 61 and Sam Rittenberg this would be just behind that on Highway 61; kind of across from where that car wash is. So that's kind of where the general area is.

THE COURT: Yeah, I think my buddy, Brackish Bow Ties rents from Lot what's unit A and B.

MR. MASSALON: Very good. Okay, you know exactly where it is.

THE COURT: Yeah, I've been there a couple of times.

MR. MASSALON: This, and I've -- this [indicates] is not part of the plat but I've traced around the Lot B-2 here [indicates] on the left side; that's my client's lot. And they purchased that lot. And my client is a veterinarian. He practices over on Savannah Highway right now. But he bought this lot to build an office and move over there.

Now, the West Gate shopping -- I'm sorry, the Westgate Office Park is basically everything else over

here. It was set up in 1996. And they recorded a master deed in 1997. This plat here [indicates] was not part of the originally recorded master deed. They re-recorded the master deed sometime after that and it included this plat that we're looking at here.

Now, again if you'll look, and I'll blow it up just a little bit; it's not super clear but you see up at the top of this there is a reference on this plat to an ingress egress easement. It's not very clear but that's what it says.

We are not aware of any other easement. There is no easement of record. There are no easements that I have seen recorded anywhere about this lot. Lot B-2 is not part of Westgate. It never has been a part of Westgate. And actually in 2005 another document was recorded in which the members of the regime confirmed that Lot B-2 is not part of Westgate and attempted to reserve this easement here [indicates] for ingress egress and parking. And as you can clearly see this plat, whatever it is, it does not make any reference to parking.

So, the issue that we have raised, Your Honor, is it's our view that there is no easement that is encumbering Lot B-2. As I said it's not part of the regime and never has been part of the regime. The only thing in the public record is this one plat that is

attached to the re-recorded master deed that refers to an easement. But as far as we can tell it does not exist. So, we filed this lawsuit asking for declaratory judgment that says there is no easement on Lot B-2.

The current problem that my client has is he tells me that currently somebody either the tenants or the employees or the customers of Westgate park all over this lot. Not just back here [indicates] where it shows the ingress egress easement but all over it. And before he can proceed with his development he tells me he needs to get this issue clarified.

I won't belabor the law on summary judgment because I know you've heard it many times. But we're entitled to summary judgment if there is no genuine issue of fact. And the law says that the judgment, that we should be granted judgment. Under Rule 56(e) when we make a Motion for Summary Judgment the adverse party is not entitled to just rely on the allegations of its pleadings.

All we've got in this case, Your Honor, I've sure you've had a chance to look at the answer is just kind of a general denial; it's not a verified answer. We have no affidavits, no evidence, nothing in response to the summary judgment. And I think Rule 56(e) clearly says when we make a motion and raise this issue its incumbent on the adverse party to do something to present that

there is a genuine issue of fact. And so I think the matter before you is we've got a plat that refers to an easement, no easement documents. The property that is supposedly burdened by it isn't part of this regime and never has been. And so for those reasons Your Honor we believe we're entitled to an order declaring that there is no easement on Lot B-2 and that my client can use it as he's allowed to under the land use and zoning regulations. So that's it from me, Judge.

THE COURT: All right. Ms. Harrison, anything that you'd like to add or would you just withhold your arguments until we've made a decision on what we're going to do?

MS. HARRISON: Thank you, Your Honor. I'd actually like to withhold my argument because I think there are a couple of things that need to be handled. First of all, as John indicated or I indicated earlier is that Arthur McFarland is the person who submitted the pleadings and he is a unit owner along with councilman Keith Waring, Doctor Masindet, Tony O'Neill who is another attorney and they're all owners.

And I have scheduled a Zoom conference call with them to get them all together in the same room so to speak but obviously with the events of last week and this week that became somewhat an impossibility. So we are

scheduled to meet this afternoon to discuss the merits as well as the arguments.

Specifically one of the issues that deals with Lot B-2 is that Lot B-2 obviously used to belong to Louis Waring, Mr. Waring's father, and all these properties you know Lot B-2 and Lot B-3 were Mr. Waring's properties.

And so there is some concern that he wants to maintain those easements. And so with me coming in as counsel for the Westgate and representing the individual unit owners they want to be able to preserve their rights to either amend the pleadings and/or third party in to this matter.

So, with that being said with doing substitution of consent counsel and notice of appearance I would ask John as we discussed that I do think there is an opportunity here to mediate because really this mainly deals with a matter of land use and entitlements and what the scope of that opportunity is.

And I do understand that the easement may present a burden to the property but obviously I have a unit owner and an HOA that believes that they still require the use of that easement and never rescinded that right or that ownership right specifically as to Mr. Waring.

And so I would ask that the Court would allow us, allow me to present an argument via briefs within -- by

July -- what is today's date? Today is June 25th; before -- on or after July the 15th. But also allow us an opportunity to mediate because I do think there is a solution here that can be presented that shows, that will resolve plaintiff's concerns and as well as defendants and the unit owners concerns.

THE COURT: All right Ms. Harrison as you have already indicated Mr. Massalon is a very respectful and an easy attorney to work with and obviously does not want me to hinder you in any way by ruling on this with you just getting into it and still not having the opportunity to speak to all your clients.

So what I'm going to do Ms. Harrison is I'm going to help you out as well so what I would do I know Tony and I know some of those guys that own those units just tell them that, say Judge Price, we heard the arguments of Mr. Massalon and he indicated that he had already read everything.

Mr. Massalon put on a great presentation and the Judge was very inclined to grant that Motion for Summary Judgment but for the fact that I had just gotten in this case and they were extending me a courtesy to respond. And let's see what that gets them to do, okay. And I'll give y'all an opportunity to mediate. So you have two weeks from today's date to submit your brief and I will

make a ruling, but in that meantime I would certainly try to get together and see if y'all can come up with a resolution.

MR. MASSALON: Thank you, Judge.

THE COURT: All right.

MS. HARRISON: Thank you.

THE COURT: Yes ma'am Ms. Harrison just feel free to whenever you file it just make sure that you send a copy to my law clerk so I can read it.

MS. HARRISON: All right. And Your Honor just to make sure I understand correctly so there would not be an opportunity to file a Motion to Amend the answer. You would only expect a filing on a reply to the brief.

THE COURT: For right now let's just tell them that. But I'm never going to snuff out your opportunity to ask me to allow you to amend. But let's just see if we can get some -- hold their feet to the fire a little bit to get a resolution.

And the only reason I'm doing that Ms. Harrison is this is a man who is trying to put you know he's got a property he owns and he wants to put his veterinarian and he's just sitting around waiting on these people to figure out where they're going to park their cars and that seems kind of a ridiculous thing and ---

MS. HARRISON: --- right, and I ---

THE COURT: --- that we can all agree on and get a resolution to it sooner than later. So, just tell them that I was being unreasonable. I don't mind; it don't hurt my feelings.

MS. HARRISON: Yes, Your Honor, yes. And John and I kind of talked about that issue of what's the use and how much and what parking is required etcetera. So, I think we can get there.

THE LAW CLERK: Okay. I just emailed Lisa Chapman and told her docket wise what he just ruled. I don't know if she is going to decide to complete the motion and just remove it or if she is going to say it makes more sense to continue it.

So if y'all get re-noticed for it it's just a procedural thing; it has nothing to do with this. But if you don't and you see it closed out that means he's made a ruling obviously and it's off the roster.

MS. HARRISON: Okay.

THE COURT: I just wanted y'all to know that in case anything weird happens.

MR. MASSALON: And I understand and if anything weird happens that will be what usually happens and so I understand.

THE COURT: All right. Y'all just keep me posted and let me know. As soon as I get a chance to read it

we'll hopefully either have a decision made or I'll make one. All right, thanks.

MS. HARRISON: Thank you.

MR. MASSALON: Thanks.

********END OF TRANSCRIPT OF RECORD********

C E R T I F I C A T E

I, the undersigned, Joyce C. Rueger, Official Circuit Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is, to the best of my ability, a complete Transcript of Record of the proceedings had, using Zoom videoconferencing, and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina on the 25th day of June, 2020.

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

March 2, 2021

_____

Joyce C. Rueger, CVR-M
Court Reporter

BP0738104

PGS: 5

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, ***CHILDREN'S HOPE II, LLC,*** *(hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of* ***ONE HUNDRED THOUSAND AND 00/100 ($100,000.00) DOLLARS, and subject to the restrictions, exceptions and limitations as set forth hereinafter, if any,*** *to the Grantor paid by* ***BAY LIGHT, LLC,*** *(hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto* ***BAY LIGHT, LLC,*** *its Successors and/or Assigns, forever, in fee simple, the following described property, to-wit:*

ALL that lot, piece or parcel of land, situate, lying and being in the County of Charleston, State of South Carolina, and designated as Lot B-2 on a map entitled "Plat of Westgate Office Park Horizontal Regime, City of Charleston, Charleston County, S.C.", made by Forsberg Engineering & Surveying, Inc. dated October 30, 1996, and revised November 7, 1996, and March 11, 1997, and recorded May 12, 1997, in the Charleston County RMC Office in Plat Book EB, at Page 810, reference to which is hereby craved for a more complete description.

BEING the same property conveyed to Children's Hope II, LLC by deed of Charleston Calvary Chapel dated November 19, 2006 and recorded in the Charleston County RMC Office on December 21, 2006 in Book P609 at Page 812.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way, and all other matters affecting subject property, of record in the Office of the RMC for Charleston County, South Carolina.

Grantees' Address: ***1925 Savannah Highway***
Charleston, SC 29407

TMS Number: ***351-10-00-099***

Payne Law Firm, LLC
280 Seven Farms Drive, Suite A
Daniel Island, SC 29492

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 ***BAY LIGHT, LLC,*** *its Successors and/or Assigns forever.*

And the Grantor does hereby bind the Grantor and the Grantor's Successors and/or Assigns, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantees hereinabove named and the Grantee's Successors and/or Assigns against the Grantor and the Grantor's Successors and/or Assigns against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my hand and seal this 27th day of July in the year of our Lord Two Thousand Eighteen (2018) and in the Two Hundred Forty Third (243rd) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CHILDREN'S HOPE II, LLC

Witness #1

by M. CHASE PAYNE, AUTHORIZED AGENT

Melissa Wellman

Witness #2

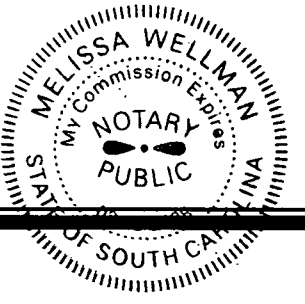
NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BERKELEY)

THE FOREGOING instrument was acknowledged before me Children's Hope II, LLC, by M. Chase Payne, Authorized Agent, on this the 27th day of July, 2018.

Melissa Wellman

Notary Public for: South Carolina
My Commission expires: 6-29-28
2018-187KM-B/Bay Light, LLC



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STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF CHARLESTON)

Date of Transfer of Title
July 27, 2018

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 is being transferred by Children's Hope II, LLC* TO Bay Light, LLC ON 07/27/18.

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 n/a_) (Explanation, if required: n/a 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 $100,000.00
(b)____The fee is computed on the fair market value of the realty, which is n/a
(c)__The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a

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 n/a.

6. The DEED Recording Fee is computed as follows:

(a)	$100,000.00	the amount listed in Item #4 above
(b)	0.00	the amount listed on Item #5 above (no amount, please zero)
(c)	$100,000.00	subtract Line 6(b) from Line 6(a) and place the result here.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor or 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.

Grantor or Grantee*

SWORN to before me this
07/27/18

M. Chase Payne
Print or Type Name Here authorized agent

Notary Public for South Carolina
My Commission expires:

KIMBERLY MILLER
NOTARY PUBLIC
My Commission Expires:
August 21, 2022
SOUTH CAROLINA

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RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

Filed By:

PAYNE LAW FIRM LLC
280 SEVEN FARMS DRIVE
SUITE A
DANIEL ISLAND, SC 29492 (BULLET COURIER)

RECORDED

Date:	August 3, 2018
Time:	2:45:48 PM

Book	Page	DocType
0738	104	Deed

Elaine H. Bozman, Register
Charleston County, SC

MAKER:
CHILDREN'S HOPE II

Note:

RECIPIENT:
BAY LIGHT LLC

# of Pages: 5

Original Book:

Original Page:

Recording Fee	$ 10.00
State Fee	$ 260.00
County Fee	$ 110.00
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 380.00

AUDITOR STAMP HERE

RECEIVED From ROD
Aug 09, 2018
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP MKD
DATE 08/09/2018
4

DRAWER Drawer 4
CLERK SLW

0738
Book

104
Page

08/03/2018
Recorded Date

5
Pgs

Original Book

Original Page

D
Doc Type

14:45:48
Recorded Time

R. p. 513

Re-recorded Book 86 PAGE 11 Form 14—Title to Real Estate Revised 1925

RECD. CHARLESTON, S. C.

STATE OF SOUTH CAROLINA,

BOOK N 86 PAGE 290

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Louis L. Waring, Sr. and John H. Waring

of the State aforesaid, for and in consideration of the sum of Love and Affection in the sum of Ten($10.00)---------- DOLLARS, to me in hand paid at and before the sealing of these presents by Louis L. Waring, Jr. in the State aforesaid, and 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 Louis L. Waring, Jr., his heirs and assigns forever, the following described property:

ALL that certain piece, parcel and lot of land and the improvements thereon, situate lying and being St. Andrews School District No. 12, County of Charleston, State aforesaid and containing the following courses and boundaries.

BEGINNING at an iron stake lettered "A" situated three hundred ternty (320') feet on the northern side of Wallace School Road southwest of the northwest corner of the intersection of Ashley River Road and Wallace School Road, thence running S.48°-50" W. for a distance of eighty-eight (88) feet to an iron stake lettered "B"; thence running N.38°-30" W. for a distance of One hundred ninety-six and six tenth (196.6) feet to an iron stake lettered "C"; thence running N. 55°-30"E. for a distance of eighty-eight and fifteen hundredth (88.15') feet to an iron stake lettered "D"; and thence running S.38°-30"E. for a distance of one hundred ninety-three and eight tenth (193.8') feet to an iron stake lettered "A" which is the point of beginning.

Being Bounded on the northwest by lands of Charles Waring; on the northeast by lands of Louis L. Waring, Sr. remaining; on the southeast by Wallace School Road; and on the southwest by lands of John Waring. Said measurements, courses, distances and boundaries will more fully appear when reference is had to a plat of J. O'Hear Sanders, Surveyor, dated July 16, 1966, and "Showing portion of Lot "B" of the Rebecca Waring Estate, with corners lettered A,B,C,D and A about to be conveyed to Louis L. Waring, Jr." which is to be recorded herewith and made a part hereof as if fully setforth herein.

BEING a portion of the same premises heretc conveyed to Louis L. Waring, Sr. by deed of Joseph Waring dated July 7, 1959 and recorded in deed Book P-68, at page 215, and also the eastern

R. p. 514

portion of a lot measuring One hundred (100') feet on the front line and One hundred ninety-eightand nine tenth (198.9') feet in depth which was heretofore conveyed to John Waring by Deed of Louis Waring (Louis Waring,Sr.) dated August 31, 1959, and recorded in the Charleston County R. M. C. Office in Book P, page 295.

The lot of land herein conveyed consists of two strips of land, one measuring eighteen and five tenths(18.5') feet on the front line, fourteen and six tenths (14.6') feet on the back line and one hundred ninety-six and six tenths (196.6') feet in depths, more or less which is taken from the Eastern portion of the premises heretofore conveyed to John H. Waring by deed of Louis L. Waring, Sr., as aforesaid; and one measuring sixty-nine and five tenths (69.5') feet on the front line, seventy-three and four tenths (73.4') feet on the back line and one hundred ninety-three and eight tenths (193.8') feet in depth, more or less, which is taken from the Western portion of the premises remaining of Louis L. Waring, Sr., as aforesaid. Said Lot have a total measurement of eighty-eight (88') feet on the front line, one hundred ninety-six and six tenths (196.6') feet on the Western line, eighty-eight and fourteen hundredths (88.14') feet on the back line, and one hundred ninety-three and eight tenths (193.8') feet on the Eastern line as shown on the Plat heretofore made a part hereof.

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

Louis L. Waring, Jr., his **Heirs and Assigns forever.**

AND we do hereby bind ourselves, our Heirs, our Executors and Administrators, to warrant and forever defend. all and singular, the said Premises unto the said Louis L. Waring, Jr., his Heirs and Assigns, against us and our Heirs, all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals, this 29th day of August in the year of our Lord one thousand nine hundred and sixty-six and in the one hundred and ninety-one year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Emily Brown
Russell Brown

Louis L. Waring, Sr. (L. S.)
John H. Waring (L. S.)

THE STATE OF SOUTH CAROLINA,
Charleston County.

PERSONALLY appeared before me Emily Brown and made oath that she saw the within named Louis L. Waring, Sr. and John H. Waring sign, seal, and as his act and deed, deliver the within written Deed, and that she with Russell Brown witnessed the execution thereof.

SWORN to before me, this 29th day of August A. D. 1966

Russell Brown (SEAL)
Notary Public of South Carolina

Emily Brown

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA,
Charleston County.

I, Russell Brown, a Notary Public for South Carolina do hereby certify unto all whom it may concern, that Mrs. Geneva Waring, Sr. the wife of the within named Louis L. Waring, Sr. did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Louis L. Waring, Jr., his Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 29th day of August Anno Domini 1966

Russell Brown (SEAL)
Notary Public of South Carolina

Geneva Waring

Re-recorded BOOK P 86 PAGE 11
BOOK N 86 PAGE 290

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, Russell Brown, a Notary Public for South Carolina do hereby certify unto all it may concern, that Mrs. Ethel Waring the wife of the within named John H. Waring did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread of fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Louis L. Waring, Jr., ~~and Ethel Waring~~, his Heirs and assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 29th day of August, Anno Domino 1966.

Russell Brown (SEAL)
Notary Public for South Carolina

Ethel Waring
Mrs. Ethel Waring

Re-
Filed Indexed and Recorded
Oct. 21 1966 12:05
DATE TIME
Book 086 Page 11
Register Mesne Conveyance
Charleston County, S. C

State of South Carolina,
COUNTY OF CHARLESTON

LOUIS L. WARING, JR.

TO

TITLE TO REAL ESTATE

Filed ..... day
of ..... A. D. 19....
at ..... o'clock
and recorded in Book ....., Fee, $
Page ....., R. M. C. or Clerk Court C. P. & G. S.
..... County, S. C.

Recorded this 12th day
of October 1966
in Book Y 23 Page 793.
Fee, $ Gertrude Hunter
Auditor Charleston County, S. C.

WALKER, EVANS & DEWELL CO., CHARLESTON, S. C.

Russell Brown 4¢H
V-48
4-1-37-16
plat 2.00 1.00

Filed Indexed and Recorded
Oct. 12 1966 11:40
DATE TIME
Book 086 Page 290
Register Mesne Conveyance
Charleston County, S. C

Re-record 2.00