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David Hamilton, Clerk of Court
York County, NC

MASTER DEED

OF

OMNI MEDICAL CENTER

HORIZONTAL PROPERTY REGIME

Developed by:

HERLONG ASSOCIATES, a North Carolina General Partnership
1100 East Morehead Street
Charlotte, North Carolina 28204

Consisting of:

Master Deed
Exhibit A: Property Description
Exhibit A-1: Survey
Exhibit B: Plans
Exhibit C: Common Area Percentage Interests
Exhibit D: By Laws
Exhibit E: Architect's Certification

Prepared by:

Ralph C. Harris, Jr.
Matthew J. Lester

PARHAM HELMS HARRIS BLYTHE & MORTON
6100 Fairview Road, Suite 1200
Charlotte, North Carolina 28204

RECORDED
YORK COUNTY
TAX ASSESSOR'S OFFICE

DATE 9-24-04
TAX MAP NO. 593-8-1-25 d
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STATE OF SOUTH CAROLINA
COUNTY OF YORK

**MASTER DEED
FOR
OMNI MEDICAL CENTER
HORIZONTAL PROPERTY REGIME**

KNOW ALL MEN BY THESE PRESENTS, that this Master Deed is made on the date hereinafter set forth by HERLONG ASSOCIATES, a North Carolina general partnership (hereinafter called "Grantor");

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of all that certain piece, parcel or lot of land lying, being and situate in Town of Rock Hill, York County, South Carolina, being shown and designated as is described on Exhibit A attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, Grantor desires to submit the Property to the provisions of the Horizontal Property Act, 1976 South Carolina Code of Laws section 27-31-10 et. seq., as amended (hereinafter sometimes referred to as the "Act") thereby creating a Horizontal Property Regime known as OMNI MEDICAL CENTER HORIZONTAL PROPERTY REGIME (hereinafter referred to as the "Regime"); and

WHEREAS, Grantor desires to publish a plan for the individual ownership of the several Units and the ownership of individual interest in that real property hereinafter defined as "General Common Elements" and "Limited Common Elements"; and

WHEREAS, Grantor desires to convey the Property pursuant and subject to certain protective covenants, conditions and restrictions, reservations, liens and charges hereinafter set forth;

NOW, THEREFORE, Grantor hereby submits the Property to the provisions of the Horizontal Property Act, 1976 South Carolina Code of Laws Section 27-31-10 et. seq., as amended, and hereby publishes its plan as to the division of the Property, the imposition of covenants, conditions, restrictions, reservations, imposition of covenants, conditions, restrictions, reservations, liens and charges thereon and the individual ownership thereof. Grantor hereby specifies that this Master Deed shall constitute covenants, conditions, restrictions, which shall run with the Property and shall bind and inure to the benefit of Grantor, his successors and assigns, and all subsequent owners of any interest in the Property, their grantees, successors, heirs, executors, administrators, devisees or assigns.

ADDITIONAL PHASES AND EASEMENTS THEREFORE:

In addition to the lands with improvements thereon in Phase I, the GRANTOR may construct additional Units or Common Elements on property contiguous or near or within the property described in Exhibit "A-1" or on any portion of the Common Elements now or hereafter existing and submit same to the Omni Medical Center Horizontal Property Regime in an additional phase not to exceed two (2) total phases (including Phase I). Further, an easement is hereby reserved in favor of Grantor, its successors and assigns, over all Common Elements now or hereafter existing for purposes of constructing and submitting an additional phase thereon. The additional property shall be referred to as "Phase II". If constructed and submitted, Phase II shall consist of not more than six (6) additional Units. Also, a non-exclusive easement for parking may be submitted as all or part of Phase II which would be a Common Element for all Unit Owners. Further the fee simple title to additional property maybe submitted as a Common Element for parking as all or a part of either Phases regardless of whether or not such property is subject to an easement for parking which has previously been submitted as a Common Element. The layout and floor plan of Units in Phase II, if submitted, shall be in the Grantor's discretion. In the event the Grantor exercises its right and option to add Phase II, the property of said Phase will become an integral part of Omni Medical Center Horizontal Property Regime once the appropriate amendments to this Master Deed have been filed as hereinafter provided. Further, there is reserved by the Grantor, for itself, its successors and/or assigns, in, over, across, under and upon the properties now or hereafter shown as Phases I and II all easements and rights of ingress and egress necessary and convenient for the construction of the said Phase II, which said easements shall remain in full force and effect for such time as the Grantor retains the option of submitting the said Phase II to the Horizontal Property Regime.

The Grantor hereby reserves unto itself, its successors or assigns, the right and option, to be exercised at its sole discretion, to submit Phase II to the provisions of this Master Deed, thereby causing such Phase to become and be a part of Omni Medical Center Horizontal Property Regime. The Grantor may elect to exercise this right and option no later than September 1, 2024. The said Phase II shall be added only upon execution by the Grantor, its successors or assigns, within the time specified herein, of an amendment or amendments to this Master Deed which shall be filed of record in the Office of the Clerk of Court for York County, South Carolina. Any such amendment shall expressly submit such Phase to all the provisions of this Master Deed and By-Laws of Omni Medical Center Horizontal Property Regime made a part hereof as either or both may be amended. Upon the exercise, if any, of this right or option, the provisions of this Master Deed and all exhibits hereto shall then be construed and understood as embracing Phase I (the basic "property" herein defined) and any future Phase so submitted, as appropriate, together with all improvements then or thereafter constructed. Should the Grantor fail to exercise its right or option within the time specified herein, then in that event, said option shall expire and be of no further force and effect.

Although the site plan or other plans for Omni Medical Center Horizontal Property Regime may show or depict certain amenities to the constructed as part of Omni Medical Center Horizontal Property Regime, the Grantor shall have no obligation to construct any such amenities until such time, if at all, that the Grantor exercises its option to submit the phase containing such amenities. In the event that the Grantor does not construct and submit Phase II to the terms and provisions of this Master Deed thereby making it a part of Omni Medical

Center Horizontal Property Regime, the Grantor shall have no obligation whatsoever to construct any amenity associated with that phase to the Horizontal Property Regime as provided in this paragraph. To the extent the proportionate amount of Common Expenses is deemed to be substantially increased by the submission of an easement for or the fee simple title to related facilities, it is hereby disclosed that expenses normally associated with the use of such facilities may be expected if the same are constructed and submitted. The right to submit the additional Phase II to Omni Medical Center Horizontal Property Regime is assignable by the Grantor, its successors and assigns. If Grantor elects to assign such right, the assignee shall be solely responsible therefore including, but not limited to, the quality of construction and compliance with this Master Deed.

The Grantor shall be under no obligation to construct or submit Phase II. The construction and submission of Phase II shall be at the sole option of the Grantor.

Each Phase shall be depicted on a map or plat showing the boundaries of the Phase and the location thereon of all improvements, amenities, parking, etc. Phase I and each additional Phase, as constructed and submitted, shall constitute the entirety of the Regime, and the Regime, the Association (as herein defined) and the Owners of Units shall not acquire any rights as to any properties not depicted thereon and not specifically submitted to the provisions of this Master Deed. The "site plan", "floor plans", and all other Exhibits attached hereto, incorporated herein and/or associated herewith which depict or refer to any Phase which has not been specifically made a part hereof by amendment as herein provided shall be of no force or effect until such Phase has been incorporated herein by amendment. No such "site plan", etc. shall constitute a warranty or representation that any additional phase will be constructed or submitted or that any amenity is or will be constructed or submitted. Until such time as an additional Phase is added by amendment as herein required, all real estate upon which an additional Phase may be added may be used for any lawful purpose by the Owner thereof.

All of the rights, easements and reservations set forth above or elsewhere in this Master Deed relative to submission of additional Phases(s) shall inure to the benefit of the Grantor, and the successors and assigns of the Grantor.

ARTICLE I

DEFINITIONS

Section 1. Definitions. Unless defined herein or unless the context requires otherwise, the words defined in Section 27-31-10 of the Act, when used in this Master Deed or any amendment hereto shall have the meaning therein provided; the following words when used in this Master Deed or any amendment hereto, unless the context requires otherwise, shall have the following meanings:

(a) "Act" means the Horizontal Property Act, 1976 South Carolina Code of laws, Section 27-31-10 et. seq., as amended, and as may be further amended from time to time.

(b) "Apartment" shall have the meaning ascribed in Section 27-31-20(a) of the Act and shall mean a part of the Property intended for a type of independent use and as more particularly defined in Article III, Section 2, and shall further be synonymous and used interchangeably with the term "Unit" hereinafter defined.

(c) "Assessment" means an owner's share of the common expenses assessed against such owner and his Unit from time to time by the Association in the manner hereinafter provided.

(d) "Association" means OMNI MEDICAL CENTER OWNERS' ASSOCIATION, INC., an association of and limited to Owners of the Units located in OMNI MEDICAL CENTER HORIZONTAL PROPERTY REGIME in the form of a non-profit, non-stock membership corporation organized under the laws of the State of South Carolina.

(e) "Board of Directors" or "Board" means the Board of Directors of OMNI MEDICAL CENTER OWNERS' ASSOCIATION, INC. and "director" or "directors" means a member or members of the Board.

(f) "Condominium ownership" means the individual ownership of a Unit and the common right to share, with other co-owners, in the General and Limited Common Elements of the Property.

(g) "Co-Owners" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns a Unit or any interest therein within the building.

(h) "Common Elements" means and includes collectively General Common Elements and Limited Common Elements, as hereinafter defined.

(i) "Common Expenses" means and includes (a) all expenses incident to the administration, maintenance, repair and replacement of the General Common Elements and the Limited Common Elements, after excluding therefrom such expenses which are the responsibility of a Unit Owner as set forth in Section 2 of Article VIII hereof; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Unit Owners; and (c) expenses declared to be Common Expenses by the Act or the Condominium Documents.

(j) "Condominium Documents" means and includes the Master Deed and the By-Laws and all exhibits and attachments to the foregoing, all as amended from time to time.

(k) "Condominium Property" or "Property" means and includes all the property submitted to the Horizontal Property Act by this Master Deed and shall further have the meaning ascribed to "Property" in Section 27-331-20(k) of the Act.

(l) "General Common Elements" shall mean and include generally all of the Horizontal Property Regime property after excluding the Units and the Limited Common Elements and more specifically:

- (1) the land on which the buildings stand;
- (2) the foundations, main walls, load bearing wall, roofs, walkways, non-reserved parking areas; and entrance and exit or communications ways;
- (3) all yards, open spaces and gardens, if any, except as otherwise provided or stipulated and non-excluded as Limited Common Elements;
- (4) the compartments or installations of central services such as power, light, gas, cold and hot water, sewerage, refrigeration, reservoirs, water tanks and pumps, and the like;
- (5) all devices or installations existing for common use;
- (6) all other elements of the Property rationally of common use or necessary to its existence, upkeep and safety, as well as all those Common Elements enumerated in Article III, Section 3 as General Common Elements and not embraced within the definition of Limited Common Elements.

(m) "Grantor" shall mean and refer to HERLONG ASSOCIATES, a North Carolina general partnership.

(n) "Limited Common Elements" means and includes those Common Elements which are agreed upon by all the Co-Owners to be reserved for the use of a certain number of Units to the exclusion of the other Units.

(o) "Mortgage" shall include chattel mortgage, bill of sale to secure debt, deed to secure debt, security agreements and financing statements and any and all other similar instruments given to secure the payment of an indebtedness.

(p) "Owner" means the record owner, whether one or more persons, of fee simple title in and to any Unit excluding, however, those persons having such interest merely as security for the performance of an obligation.

(q) "Percentage Interest" means the percentage of undivided interest each Unit Owner owns as tenant in the Common Areas and Facilities.

(r) "Regime" shall mean and refer to the Omni Medical Center Horizontal Property Regime.

(s) "Survey Plat" or "Surveys" means and includes the As-Built Survey of condominiums of OMNI MEDICAL CENTER, by HUGH E. WHITE, JR., RLS, dated 9/21/04 which will be filed for record in the Office of the Clerk of Court for York County, South Carolina, simultaneously with the filing for record of this Master Deed and a reduced copy of which is attached hereto as EXHIBIT "A-1".

(t) "OMNI MEDICAL CENTER" or "The Commons" shall mean and refer to OMNI MEDICAL CENTER Horizontal Property Regime which has been developed on real property now owned by Grantor in York County, South Carolina.

(u) "Unit" shall mean and be synonymous with "Apartment" as hereinabove defined.

(v) "Unit Owner" shall mean and be synonymous with "Owner" as hereinabove defined.

(w) "Plans" means and includes the architectural plans of the Units erected or to be erected on the Condominium Property which will be filed for record in the Office of the Clerk of Court for York County, South Carolina, simultaneously with the filing for record of this Master Deed and which Plans are more particularly detailed in EXHIBIT "B", attached hereto and made a part hereof. An architect's certification of the Plans is attached hereto as Exhibit "E".

The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

ARTICLE II

OMNI MEDICAL CENTER HORIZONTAL PROPERTY REGIME

Section 1. Responsibility for Administration. The administration of Omni Medical Center Horizontal Property Regime, the maintenance, repair, replacement and operation of the General Common Elements and Limited Common Elements as herein provided, and those acts required of the Association by the Condominium Documents shall be the responsibility of the Association. Such administration shall be in strict accordance with the provisions of the Act, this Master Deed, and the By-Laws of the Association.

Section 2. Agreements. The Association shall be and hereby is authorized to enter into such agreements, including without limitation, management contracts, as it may deem necessary or desirable for the administration and operation of the Condominium Property. Each Owner by acquiring or holding an interest in any Unit thereby agrees to be bound by the terms and conditions of all such agreements entered into by the Board of

Directors on behalf of the Association. A copy of all such agreements shall be made available at the office of the Association for review by each Owner.

ARTICLE III

PROPERTY RIGHTS

Section 1. Development Plan. Phase I of the Property subject to this Master Deed is more particularly shown and delineated on the Survey and plot plan entitled OMNI MEDICAL CENTER attached as EXHIBIT "A-1" and the Plans attached as EXHIBIT "B," said EXHIBITS being incorporated herein by reference. The improvements in Phase I include two (2) building containing a total of twelve (12) office units and Limited Common Elements and General Common Elements. Together with this Master Deed, said EXHIBIT "B" constitutes a graphic description of all Units including their identification numbers, locations, areas, and dimensions, and all Common Elements (General and Limited), their relative locations and approximate dimensions. Also shown on this plot plan is the area designated Phase II, that may be added by the Grantor pursuant to the terms and conditions contained in this Master Deed.

Section 2. Units. Each Unit, together with its Percentage interest in the General Common Elements and the Limited Common Elements, shall for all purposes constitute a separate parcel of real property which, subject to the provisions of this Master Deed, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of the Act and this Master Deed, shall be entitled to the exclusive ownership and possession of his Unit.

The Grantor, in order to implement condominium ownership of the above-described premises, covenants and agrees to, and hereby does, subdivide the above-described project Property vertically and horizontally into the following Freehold Estate:

(a) Eleven (11) separate parcels of property, being the eleven (11) office Units, designated as Units 101, 102, 103 (which may be divided into Units 103 and 104), 105, 106, 201, 202, 203, 204, 205 and 206, respectively, together with the shares in the General and Limited Common Elements appurtenant to each Unit, hereinbefore and hereinafter more particularly described, and as shown graphically in EXHIBITS "A-1" and "C", attached hereto. Said Exhibits delineate the dimensions of each Unit at floor level, the location and dimension of the perimeter walls, and the locations, dimension and area of each Unit with reference to established geographical points. Each of the said Units consisting of:

(1) the volumes or cubicles of space enclosed by the unfinished interior surfaces of perimeter walls and the unfinished surfaces of interior walls, ceiling and floors of the Unit, and by any vents, chimneys, doors, windows and such other structural elements that are ordinarily regarded as enclosures of space;

(2) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting, however, load bearing walls and those interior walls and those interior walls and partitions enclosing the common pipe chases and other common facilities;

(3) the decorated interior surfaces of perimeter walls and the decorated surfaces of interior walls (including load bearing walls, chimneys, and walls enclosing the common pipe chases), floors and ceilings, consisting of, as the case may be, wall paper, paint, plaster, carpeting, tiles, and any and all other finishing materials affixed or installed as a part of the physical structure of the Unit;

(4) windows and exterior doors and door jams; and

(5) all fixtures, appliances, mechanical systems and equipment installed in said Unit which are intended for the sole and exclusive use of the Unit. No pipes, wires, conduits or other public utility lines or installations constituting a part of the over-all systems designated for the service of any other Unit building, nor any other property of any kind, including fixtures and appliances within the Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any individual Unit. The word "office" when used throughout this instrument shall be deemed to refer to each of the aforesaid Units as herein described, and shall have the same meaning as set forth in the Act.

Section 3. Common Elements.

(a) Percentage Interest. The Unit Owners shall own the General Common Elements and Limited Common Elements as tenants in common with each Unit having appurtenant thereto the Percentage Interest in said General Common Elements and Limited Common Elements as set forth in EXHIBIT "C" attached hereto and incorporated herein by reference; provided, however, the use of the Limited Common Elements shall be restricted as set forth in this Article III. The Percentage Interest appurtenant to each Unit has been determined by dividing the stated value of such Unit by the aggregate value of all of the Units. The stated Percentage Interest and stated values are permanent in character and cannot be altered without the consent of all (100%) of the Unit Owners expressed in an amendment to the Master Deed duly recorded. If Grantor exercises its Development Right to create additional Units and Limited Common Elements, the Amendment to the Master Deed required by this Master Deed shall contain a new allocation of Common Elements Interests, which shall be substituted for Exhibit C attached hereto. The Common Elements Interests shall be used to allocate each Unit's share of Common Expenses, and the division of proceeds, if any, resulting from any casualty loss or eminent domain proceedings.

(b) General Common Elements. A description of the General Common Elements of the Regime as defined herein and in the Act is as follows:

(1) The parcel of land described on a Plat of OMNI MEDICAL CENTER dated 9.21, ~~2004~~, by Hugh E. White, Jr., Registered Surveyor in EXHIBIT "A-1" attached hereto;

(2) Those portions of the building containing the office Units not otherwise herein defined as being embraced within the individual Units, including but not limited to the foundation, roofs, floors, ceilings, perimeter walls of Units, load bearing interior walls and partitions, wall enclosing common pipe chases and other common facilities, pipes, wires, conduits, chimneys, air ducts and public utility lines, including the space actually occupied by the above;

(3) All improvements to the premises, other than those constituting Limited Common Elements, constructed or to be constructed, such as driveways, unreserved parking areas, walkways, trees, shrubbery, and lawns;

(4) All other elements of the buildings, not included within the 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, other than those constituting Limited Common Elements;

(5) All other property of the Regime, other than property constituting Limited Common Elements whether land, building, improvements, personal property, or otherwise, except such as is included in the Units as more particularly described in Article III, Section 2 herein next above;

(6) All assets of OMNI MEDICAL CENTER OWNERS' ASSOCIATION, INC. (a corporation organized for the purpose of carrying out the powers, duties, and obligations of the "council of Co-Owners" as defined in the Act);

(7) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements;

(8) An easement of support in every portion of a Unit which contributes to the support of the building;

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

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

(c) Inseparability of Percentage Interests. The Percentage Interest in the General Common Elements and the Limited Common Elements cannot be separated from the Unit to which it appertains and shall be automatically conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed or other instrument conveying title to the Unit.

(d) No Partition. The General Common Elements and Limited Common Elements shall remain undivided and no right to partition the same of any part thereof shall exist except as provided in the Horizontal Property Act, the By-Laws, and this master Deed.

(e) Use of General Common Elements. The Unit Owners may use the General Common Elements in accordance with the purpose for which they are intended without hindering the exercise of or encroaching upon the rights of other Unit Owners. The Board of Directors shall, if any question arises, determine the purpose for which a part of the General Common Elements is intended to be used. The Board shall have the right to promulgate rules and regulations limiting the use of the General Common Elements to Unit Owners and their employees, guests, and business invitees as well as to provide for the exclusive use of a part of the General Common Elements by a Unit Owner and his employees, guests and business invitees for special occasions which exclusive use may be conditioned, among other things, upon the payment of a fee. Any Owner may delegate, in accordance with the provisions of this Master Deed and the By-Laws, his right to use the General Common Elements to the immediate members his employees, invitees or to his tenants who occupy his Unit.

(f) Limited Common Elements. Portions of the Common Elements are hereby set aside and reserved for the restricted and exclusive use of certain Units to be known and referred to herein as Limited Common Elements.

Section 4. Relocation of Boundaries; Subdivision; Partitioning.

(a) Relocation of Boundaries Between Adjoining Units. The boundaries between adjoining Units may be relocated upon application to the Association by the Owners of such adjoining Units ("Adjoining Owners") and upon approval by the Association of such application; provided, however, that no such relocation of

boundaries shall be binding upon any Mortgagee holding a Mortgage on any Unit whose boundaries are relocated, unless consented to in writing by such Mortgagee. Any such application to the Association must be in such form and contain such information as may be reasonably required by the Association, and shall be accompanied by, a plat detailing the proposed relocation of boundaries. Unless the Association determines within thirty (30) days after submission to it of the application that the proposed relocation of boundaries is unreasonable, the application shall be deemed approved. Any relocation of boundaries also shall result in a corresponding reallocation of the interests in the Common Elements allocated to each Unit. Upon approval of the proposed relocation of boundaries, the Association shall cause to be prepared and filed, at the Adjoining Owners' expense, an amendment to this Declaration and a plat which identifies the Units involved, describes and depicts the altered boundaries, and gives the dimensions of the altered Units. Such amendment shall also contain operative words of conveyance and be signed by the Adjoining Owners and consented to by their Mortgagees, if any, and shall be indexed by the Public Registrar in the names of the Adjoining Owners.

(b) Subdivision of Units. No Unit may be subdivided. Notwithstanding the foregoing, the Developer reserves the right to subdivide Unit 103 into Units 103 and 104 by recording the appropriate documents required by this Master Deed. The resulting units shall have the prorata undivided interest in the common areas and facilities that such resulting unit or units have to the undivided interest that was appurtenant to the original unit or units.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Unit is and shall be subject to a lien and permanent charge in favor of the Association for the annual and special Assessments set forth in Section 2 and 3 of this Article IV. Each Assessment together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the Unit against which it relates, and shall also be the joint and several personal obligation of each Owner of such Unit at the time Assessment comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Unit, and each and every Owner by acquiring or holding an interest in any Unit thereby covenants to pay such amount to the Association when the same shall become due. The purchaser of a Unit at a judicial or foreclosure sale shall be liable only for the Assessments coming due after the date of such sale.

Section 2. Annual Assessments. No later than December 1 of each calendar year, the Board of Directors shall set the annual Assessments for the next ensuing year by estimating the Common Expenses to be incurred during the

immediately succeeding calendar year and shall prorate such Common Expenses among the Owners of the Units in accordance with the Percentage Interests appurtenant to such Units, and shall give written notice to each Unit for such immediately succeeding calendar year. If the Board of Directors of the Association fail to set the Assessments for any upcoming year in the aforesaid manner, the Annual Assessments for such year shall remain what they were for the immediately preceding year. The annual Assessments levied by the Association shall be collected by the Treasurer as provided in Section 4 of this Article.

The annual Assessments shall not be used to pay for the following:

(a) Casualty insurance of individual Owners on their possessions within the Units, and liability insurance of such Owners insuring themselves and their business activities, which shall be the sole responsibility of such Owners.

(b) Telephone, water, sewer, natural gas, electrical and other utility charges for each Unit which shall also be the sole responsibility of the Owners of such Units.

(c) Owners' Association dues attributable to the Property which are payable to the Omni Medical Center Owners' Association, Inc. pursuant to the Declaration of Covenants, Conditions and Restrictions for Omni Medical Center.

Grantor anticipates that ad valorem taxes and other governmental assessments, if any, upon the Property will be assessed by the taxing authority upon the Unit Owners, and that each assessment will include the assessed value of the Unit and of the undivided interest of the Unit Owner in the General Common Elements and the Limited Common Elements. Any such taxes and governmental assessments upon the Property which are not so assessed shall be included in the Association's budget as a recurring expense and shall be paid by the Association as a Common Expense. Each Unit Owner is responsible for making his own return of taxes and such return shall include such Owner's undivided interest in the Common Elements and Limited Common Elements as such undivided interest is determined by law for purposes of returning taxes. If no provision is made by law or the taxing authorities for the determination of an Owner's share of the undivided interest in Facilities, each Owner shall return that percentage of the undivided interest in the Common Elements and Limited Common Elements attributable to his Unit under EXHIBIT "C".

Section 3. Special Assessments. In addition to the annual Assessments, the Association may levy in any calendar year, special Assessments for the purpose of supplementing the annual Assessments if the same are inadequate to pay the Common Expenses and of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of the Limited Common Elements, the Common Elements, including the necessary fixtures and personal property related thereto; provided, however, that any such special Assessment shall have the assent of a majority of the votes represented, in person or by proxy, at a meeting, at which a quorum is present, duly called for the express purposes of approving such expenditure, written notice of which shall be sent to all Owners not less than

ten (10) days nor more than sixty (60) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Special Assessments shall be fixed against the Units according to their Percentage Interests; the period of the Assessment and manner of payment shall be determined by the Board.

Section 4. Date of Commencement of Annual Assessments; Due Dates. Although the annual Assessment is calculated on a calendar year basis, each Owner of a Unit shall be obligated to pay to the Treasurer of the Association such Assessments in equal monthly installments on or before the first day of each month during such calendar year, or in such other reasonable manner as the Board of Directors shall designate.

The annual Assessments provided in this Article IV shall, as to each Unit, commence upon the conveyance thereof (the "commencement date"). The first monthly payment of the annual Assessments for each such Unit shall be an amount (rounding to the nearest whole dollar) equal to the monthly payment for the fiscal year in progress on such commencement date, divided by the number of days in the month of conveyance, and multiplied by the number of days then remaining in such month.

The Association shall, upon demand at any time, furnish to any Unit Owner liable for any such Assessment a certificate in writing signed by an officer of the Association, setting forth whether the same has been paid. A reasonable charge, as determined by the Board, may be made for the issuance of such certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 5. Effect of Non-Payment of Assessments. The Personal Obligation of the Owner; the Lien; Remedies of Grantor. If an Assessment is not paid on the date when due, as hereinabove provided, then such Assessment together with such interest thereon and any cost of collection thereof as hereafter provided, shall be a charge and continuing lien on the Unit to which it relates, and shall bind such Property in hands of the Unit Owner, his heirs, legal representatives, successors, and assigns. Assessments, however, shall remain his personal obligation and if prior Unit Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such prior Unit Owner and his successor in title who assumes such liabilities shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Unit Owner and his successors in title creating the relationship or principal and surety as between themselves other than one by virtue of which such prior Unit Owner and his successor in title would be jointly and severally liable to pay such amounts.

Any such Assessment not paid by the 10th of the month within such Assessment is due shall bear interest from such date (the "delinquency date") at the maximum legal rate allowable under South Carolina law. The Association may bring legal action against the Unit Owner personally obligated to pay the same or foreclose its lien against the Unit to which it relates or pursue either such course at the same time or successively. In any such event, the Association shall also be entitled to recover a reasonable attorneys' fee and all other costs of

collection. Each Unit Owner, by his acceptance of a deed or other conveyance to an Unit, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. The Association shall have the power to bid in the Unit at any foreclosure sale and to acquire, hold, lease, Mortgage and convey the same. No Unit Owner may be relieved from liability from the Assessments provided for herein by abandonment of his Unit or otherwise.

Section 6. Subordination of the Charges and Liens to Mortgages.

(a) The lien and permanent charge for the annual and special Assessments (together thereon and any cost of collection) authorized herein with respect to any Unit is hereby made subordinate to the lien of any mortgagee or his assigns placed on such Unit if, but only if all such Assessments with respect to such Unit having a due date on or prior to the date such Mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to Assessments authorized hereunder having a due date subsequent to the date such Mortgage is filed for a record and prior to the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the mortgaged property pursuant to any foreclosure proceeding or proceeding in lieu of foreclosure or the sale under power contained in such Mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Unit Owner of the mortgaged property of his personal obligation to pay all Assessments coming due at a time when he is the Unit Owner; shall not relieve such property from when he is the Unit Owner; shall not relieve such property from the lien and permanent charge provided for herein (except as to the extent such subordinated lien and permanent charge is extinguished as a result of such subordination or against a mortgagee or such mortgagees, assignee, or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a foreclosure sale, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Unit Owner of such property of any personal obligation, or relieve subsequent Unit Owners from liability for any Assessment coming due after such sale or transfer.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Board of Directors or its authorized agent shall obtain and maintain the following types of insurance to the extent such insurance can be obtained:

(a) Hazard Insurance. A "master" or "blanket" type of insurance policy, with premiums being paid as a common expense. The policy must cover all of the General and Limited Common Elements that are normally included in coverage. This includes fixtures and building service equipment and common personal property and supplies belonging to the Owners' Association.

(1) The policy may, at the option of the Board of Directors, also cover fixtures, equipment and other personal property inside individual Units if they will be financed by real estate mortgages encumbering the Unit;

(2) This policy must insure against loss or damage by fire or other hazards normally covered by the standard extended coverage endorsement and the standard "all risk" endorsement; and

(3) The policy shall include but not necessarily be limited to coverage insuring against loss or damage by fire or other hazards including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover 100% of the replacement cost of any repair, reconstruction or replacement of the project facilities including the individual Units in the event of damage or destruction from any such hazard. The following endorsements or reasonable equivalents shall be required, if available:

(i) **Agreed Amount and Inflation Guard Endorsement**, when it can be obtained;

(ii) In addition, the policy should provide that (a) any Insurance Trust Agreement will be recognized; (b) the right of subrogation against Unit Owners will be waived; (c) the insurance will not be prejudiced by an acts or omissions of individual Unit Owners that are not under the control of the Owners' Association; and (d) the policy will be primary, even if a Unit Owner has other insurance that covers the same loss. These requirements are usually covered by a **Special Condominium Endorsement**.

(4) It should also require the insurer to notify in writing the Owners' Association or insurance trustee and each list Mortgage holder named in the Mortgage clause at least 10 days before it cancels or substantially changes a condominium project's coverage.

(b) Liability Insurance. A comprehensive general liability insurance policy covering the General Common Elements, Limited Common Elements, all public ways and other area under it supervision. The insurance should also cover any commercial spaces owned by the Association, if any, even if leased to others. The liability policy should provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence.

The liability insurance should provide coverage for (i) bodily injury and property damage that results from the operation, maintenance or use of the project's Common Elements; and (ii) any legal liability that results from law suits related to employment contracts in which the Owners' Association is a party.

The policy should provide for at least 10 days' written notice to the Owners' Association before the insurer can cancel or substantially modify it. This notice must also be given to each holder of a first Mortgage on an individual Unit in the project.

(c) Flood Insurance. If any part of the project is in a special flood hazard area (as defined by the Federal Emergency Management Agency) the Owners' Association must maintain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as a common expense. The policy should cover the buildings and any other property located within the designated hazard area.

The amount of insurance should be at least equal to the lesser of (i) 100% of the current replacement cost of all buildings and other insurable property located in the flood hazard area; or (ii) the maximum coverage available for the Property under the National Flood Insurance Program.

All of the foregoing insurance policies shall comply with the provisions hereinafter set forth.

(1) All policies shall be written with a company licensed to do business in the State of South Carolina and holding a rating of "AAA" or better by Best's Insurance Reports.

(2) Insurance policies should show the named insured as OMNI MEDICAL CENTER Owners' Association, Inc., an Association of Co-Owners of Units in OMNI MEDICAL CENTER, a South Carolina Horizontal Property Regime, for the use and benefit of the individual Owners, and their mortgagees, as their interests may appear.

The "loss payable" clause should show the Owners' Association and the insurance trustee as a trustee for each Unit Owner and the holder of each Unit's Mortgage.

The policy must also contain the standard Mortgage clause and must name any mortgagee and when applicable either RNMA or the servicers for the Mortgages held by FNMA on Units in the project. When a servicer is named as the mortgagee, its name should be followed by the phrase "its successors and assigns".

(3) All policies shall be for the benefit of the Unit Owners and their mortgagees as their interests may appear.

(4) Provisions shall be made for the issuance of a certificate of insurance to each Owner and his mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the particular Owner's Unit.

(5) The original of all policies and endorsements thereto shall be deposited with the Trustee which shall hold them subject to the provisions of Section 3 of this Article V.

(6) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Board of Directors or its duly authorized agent; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations related thereto.

(7) In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Board of Directors hereunder be affected or diminished by insurance purchased by individual Owners or their mortgagees.

(8) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Board of Directors may have in force on the Property at any particular time.

(9) Any Owner who obtains an individual insurance policy covering any portion of the Property, other than on personal property belonging to such Owner and on improvements and betterments made by such an Owner at his expense, shall file a copy of such policy with the Board of Directors within 30 days after purchase of such insurance.

(10) Each Owner at his expense may obtain on his Unit or the contents thereof title insurance, liability insurance, theft and other insurance covering improvements, betterments and personal property damage and loss.

(11) The Board of Directors shall conduct an annual insurance review for the purposes of determining the full insurable value of the entire Property including all dwellings, the Limited Common Elements and the General Common Elements, without respect the depreciation, of all improvements on the Property (with the execution of improvements and betterments made by the respective Owners at their expense) by one or more qualified persons.

(12) The Board of Directors or its duly authorized agent shall make reasonable efforts to secure insurance policies that will provide for the following: (a) a waiver of subrogation by the insurer as to any claims against the Board of Directors, its duly authorized agents and the Owners and their respective servants, agents and guests; (b) a waiver of insurer's right to repair or reconstruction instead of paying

cash; (c) a waiver of insurer's right to cancel, invalidate or suspend the policy on account of the cost of fewer than five Owners or the conduct of any director, officer or employee of the Association or its duly authorized agent without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, any Owner or mortgagee; and (d) that any "other insurance" clause in the master policy or policies exclude individual Owners' policies from consideration.

(13) Each Owner shall be required to notify the Board of Directors of all improvements made by such Owner to his Unit, the value of which is in excess of Five Thousand Dollars (\$5,000.00).

Section 2. No Partition. There shall be no judicial partition of the Property or any part thereof, and Grantor and every person acquiring any interest in the Property or any part thereof shall acquire the same subject to this master Deed and shall be deemed to have waived any right to seek any such judicial partition until the happening of the conditions set forth in Section 4 of this Article V in the case of damage or destruction or until the Property has been removed from the provision of the Act as provided for in this Master Deed.

Section 3. Association as Trustee.

(a) All insurance policies purchased by and in the name of the Association by the Board of Directors shall provide that proceeds covering property losses shall be paid to the Association as Trustee. The Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor shall the Trustee have any obligation to inspect the Property to determine whether a loss has been sustained or to file any claim or claims against any insurer to any other person.

(b) Among other things, the duty of Trustee shall be to receive proceeds delivered to it and to hold such proceeds in trust for the benefit of the Owners and their mortgagees for the purpose of reconstruction, repair and replacement or distribution as the case may be. An undivided share of such proceeds on account of damage or destruction to the General Common Elements and Limited Common Elements shall be allocated and assigned for the Owners in accordance with the Percentage interest appurtenant to their Units. Proceeds on account of damage or destruction to Units, and the income derived therefrom shall be allocated and assigned for the Owners of the damaged or destroyed Units in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such Owner. In the event that a mortgagee endorsement has been issued as to any particular Unit, the share of such Unit Owner shall be held in trust for such Owner and his mortgagee as their interests may appear.

(c) Proceeds of insurance policies received by the Trustee shall be disbursed as follows:

(1) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be paid into the Trust Fund for the benefit of all Owners;

(2) If it is determined, as provided in Section 4 of this Article V, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such person as therein provided; and

(3) Any and all disbursements of funds by the Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and attested by the Secretary or Assistant Secretary directing the Trustee to make the disbursements.

If the damage or destruction is to the General Common Elements and/or to the Limited Common Elements, and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee known by the Insurance Trustee to have the largest interest in or lien upon such General Common Elements and/or Limited Common Elements. If the damage or destruction is to one or more Units and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee or mortgagees, if any, known by the Trustee to have an interest in or lien upon such Unit or Units. The Trustee shall not incur liability to any Owner, mortgagee or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

Section 4. Damage and Destruction.

(a) Immediately after all or any part of the Property covered by insurance writing in the name of the Association is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty with each Unit, the General Common Elements and the Limited Common Elements having the same vertical and horizontal boundaries as before.

(b) Any such damage or destruction to an Unit which does not render such Unit untenable shall be repaired unless all the Owners unanimously agree in writing not to repair, reconstruct or rebuild the Property in accordance with provisions of the Act. Any such damage or destruction which renders any Unit untenable or uninhabitable, or any such damage or destruction to the General Common Elements and Limited Common Elements, shall be repaired and reconstructed unless at least seventy-five (75%) percent of the total vote of the Association, evidenced by a written agreement, within 60 days after the casualty vote not to repair or reconstruct. If for any reason the amount of the insurance proceeds to be paid as a result of such amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction are not made available to the Association within said period of 60 days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said extension of time shall not exceed 90 days. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed.

In the event of damage or destruction of the whole or more than two-thirds (2/3) of the Property, reconstruction shall not be compulsory. In such case and unless otherwise unanimously agreed upon by the Unit Owners, the net proceeds of the insurance on the Property shall be delivered, pro-rata, to the Unit Owners entitled to it in accordance with a decision of seventy-five (75%) percent of the Unit Owners.

(c) In the event that it is determined by the Association in the manner prescribed above the damage or destruction shall not be repaired or reconstructed, then and in that event (i) the Property shall be deemed to be owned by the Unit Owners as tenants in common, (ii) the undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be equal to the Percentage Interest appurtenant to each Unit, (iii) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of Percentage Interest of the Unit Owner, and (iv) the Property shall be subject to an action for partition at the instance of any Unit Owner, in which event the net proceeds of sale shall be paid to the Trustee. Said net proceeds of sale, together with the net proceeds of the insurance on the Property, shall be considered as one fund which, after paying all expenses of the Trustee, shall be divided among all of the Unit Owners in a percentage equal to the Percentage Interest appurtenant to their Units, after first paying out of the respective share of the Unit Owners, to the extent sufficient for such purpose, all liens on the undivided interest in the Property owned by each Unit Owner. Disbursements to such Owner shall be made pursuant to certificates provided for in Section 3 of this Article V.

Section 5. Repair and Reconstruction.

(a) If the damage or destruction for which the insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall levy a special Assessment against the Owners of damaged or affected Units in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional Assessments may be made at any time during or following the completion of any repair or reconstruction. That portion of such Assessments levied against each such Unit Owner shall be equal to that percentage computed by dividing the Percentage Interest appurtenant to such Owner's Unit by the total of the Percentage Interests appurtenant to all Units affected.

(b) Any and all sums paid to the Association under and by virtue of those special Assessments provided for in paragraph (a) of this Section shall be deposited by the Association with the Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee shall be disbursed as provided in Section 3 of this Article V.

Section 6. Association as Agent. Each Owner by acquiring or holding an interest, equitable or legal, in any Unit thereby expressly accepts and acknowledges the irrevocable appointment of the Association as his, her or its duly appointed agent for each Owner and for each Owner of any other interest in the Regime Property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment or satisfaction of claims.

ARTICLE VI

CONDEMNATION

Section 1. General. Whenever all or any part of the Property shall be taken by any authority having the power of eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceeding incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Trustee, as hereinafter provided in this Article VI.

Section 2. General Common Elements. If the taking is confined to the General Common Elements on which improvements shall have been constructed and if at least seventy-five (75%) percent of the total vote of the Association and their respective mortgagees shall decide within 60 days after such taking to replace said improvements, or any part thereof, on the remaining land included in the General Common Elements and according to plans therefor to be approved by the Association, then the Board of Directors shall arrange for such replacement and the Trustee shall disburse the proceeds of such award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the Property is to be repaired or reconstructed as provided for in Article V hereof; subject, however to the right hereby reserved to the Association which may be exercised by a majority or the total vote thereof to provide by it (after payment of all costs

incident to such replacement) to the Owners or their respective mortgagees or any one or more of them and their mortgagee in amounts disproportionate to the Percentages Interest appurtenant to their Units established herein, which disproportionate amounts shall correspond with the disproportionate damages sustained by the Owners or any one of more of them as the Association may determine. If at least seventy five (75%) percent of the total vote of the Association and their respective mortgages shall not decide within 60 days after such taking to replace such improvements or if the taking in improvement shall have been constructed, then the Association or the Trustee, as the case may be, shall disburse the proceeds of the award in the manner hereinabove provided for the disbursement of the remaining proceeds of an award after payment of all costs reserved to the Association to provide for the disbursement by the Trustee of the remaining proceeds held by it to the Owners in disproportionate amounts.

Section 3. Units. If the taking includes one or more Units, any part or parts thereof or the Limited Common Elements, or parts thereof, to which an Unit has exclusive use then the award shall be disbursed and all related matters, including, without limitation, alteration of the Percentage Interest appurtenant to each Unit, shall be handled pursuant and in accordance with the consent of all Owners expressed in a duly recorded amendment to this Master Deed. In the event that such an amendment shall not be recorded within 90 days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall be repaired or reconstructed as provided for in Section 4 of Article V herein, whereupon the development will be terminated in the manner therein prescribed.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Approval Required for Changes. To preserve the original architectural appearance of OMNIMEDICAL CENTER Horizontal Property Regime, after the purchase of an Unit from Grantor, its successors and assigns, no exterior construction of any nature whatsoever, except as specified in the Condominium Document, shall be commenced or maintained upon any building, including without limitation, the Limited Common Elements nor shall there be any change, modification or alteration of any nature whatsoever of the design and appearance of any of the exterior surfaces or facades, nor shall any Owner paint, decorate, or change the color of any exterior surface, color of the exterior lights, nor shall any Owner install, erect or attach to any part of the exterior any sign of any kind whatsoever, nor shall any exterior addition or change, including without Limitation the generality of the foregoing, the erection or construction of any fence or wall, be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors of the Association or by an architectural committee composed of three or more representation appointed by the Board. Failure of the Board, or its designated committee to approve or disapprove such plans and specifications within thirty (30) days after their being submitted to it shall constitute approval.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Responsibility of Association. Except as specifically provided to the contrary herein, the Association shall maintain, repair and replace, at its expense, all parts of the General Common Elements and Limited Common Elements whether located inside or outside of the Unit, the cost of which shall be charged to the Unit Owners as a Common Expense subject to the provisions of Section 2 of this Article VIII. The Association shall have the irrevocable right, to be exercised by the Board of Directors, or its agent, to have access to each Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the General Common Elements and/or Limited Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the General Common Elements, Limited Common Elements or to other Units.

Section 2. Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in Section 1 of this Article VIII is caused through the willful or negligent act of an Owner, his employees, guests or invitees the cost of which is not covered or paid for by insurance then to the cost, both direct and indirect, of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner and his Unit is subject. Each Owner shall maintain, repair and replace at his own expense all portions of his Unit which may become in need thereof, including the heating and air-conditioning system for such Unit, all bathroom and kitchen fixtures and appliances, light fixtures, interior non-loadbearing walls, carpeting, drapes and other items within the Unit. Each Owner shall, at his own expense, keep the Limited Common Elements to which his Unit has exclusive access and to which he has exclusive use clean and neat. If the Owner does not make those repairs to be made by him within thirty (30) days from written demand from the Association, the same may be repaired by the Association and the cost thereof shall be assessed against the Unit owned by such Owner.

ARTICLE IX

UNIT RESTRICTION

Section 1. Office Purposes. The Building and all Units contained therein shall be restricted exclusively for uses that are permitted under the zoning ordinances of the town of Rock Hill and York County.

Section 2. Nuisance. No advertising signs, billboards, unsightly object, or nuisances shall be erected, placed or permitted to remain on the Property, nor shall the Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit.

Section 3. Garbage Cans, Etc. All garbage cans and similar items shall be kept screened so as to conceal them from view of neighboring Units.

Section 4. Exterior Antennas. No exterior television or radio antennas shall be placed on any improvement without prior written approval of the Board of Directors.

Section 5. Leasing of Units. Any lease of a Unit or portion thereof shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the Master Deed and other Condominium Documents and that any failure by the lessee to comply with all of the terms of such Condominium Documents shall constitute a default under the lease. No Unit may be leased for a period shorter than thirty (30) days.

Section 6. Timesharing Not Permitted. No Unit within the subject Regime shall be used for, or submitted to timesharing.

ARTICLE X

EASEMENTS

Section 1. Encroachments. If any portion of the General Common Elements and/or the Limited Common Elements encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the General Common Elements and/or the Limited Common Elements as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any Unit, any adjoining Unit, or any adjoining part of the General Common Elements and/or the Limited Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the General Common Elements and/or the Limited Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the General Common Elements and/or Limited Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

Section 2. Other. There is hereby granted to the Association, its directors, officers, agents and employees and to any Manager employed by the Association as provided for in Section 2 of Article II hereof, and to all policemen, firemen, ambulance personnel and all similar emergency personnel an easement to enter upon the Property or any part thereof in the Property performance of their respective duties. Except in the event of emergencies, the right under this Section 2 of Article X shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

The Board of Directors may hereafter grant easements for utility purposes for the benefit of the Property including the rights to install, lay, maintain, repair, or replace water

lines, pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits and wires, and television cables, wires and antennas, over, under, along, and on any portion of the Common Elements; and each Co-Owner hereby grants the Board of Directors an irrevocable power of attorney to execute, acknowledge and record for and in the name of each Co-Owner, such instruments as may be necessary to effectuate the foregoing.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Amendment. Amendments to this Master Deed, except as herein expressly provided to the contrary, shall be proposed by the Board of Directors or by any Member of the Association in accordance with the following procedure:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered.

(b) Adoption. The Master Deed may be amended at any time and from time to time after notice as hereinabove provided has been given by a vote of not less than seventy-five (75%) percent of the total vote of the Association; provided, however, that if the Association shall vote to amend the By-Laws in any respect, such amendment shall be set forth in an amendment to this Master Deed and shall be valid when approved by a vote of not less than seventy-five (75%) percent of the total vote of the Association.

(c) Recording. A copy of each amendment provided for in this Section 1 shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when recorded.

Section 2. Termination. The Regime may be terminated and the Property removed from the provisions of the Act in the following manner:

(a) Agreement. All of the Unit Owners may remove the Property from the provisions of the Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred so as to affect and be a lien upon only the Percentage Interest appurtenant to the Unit subject to such lien.

(b) Destruction. In the event it is determined in the manner provided in Section 4 of Article V hereof, that the Property shall not be repaired or reconstructed after casualty, the Regime will be terminated and the Condominium Documents revoked. The determination not to repair or reconstruct after casualty shall be

evidenced by a certificate of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded.

(c) Condemnation. In the event that one or more Units, any part or parts thereof, or the Limited Common Elements, or parts thereof, to which an Unit has exclusive use shall be taken by any authority having the power of eminent domain and the consent of all Owners as provided in Section 3 of Article VI hereof, shall not be expressed in an amendment to this Master Deed duly recorded within 90 days after such taking, the Regime will be terminated and the Condominium Documents revoked. Such taking shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded.

(d) Ownership After Termination. After termination of the Regime, the rights of the Unit Owners and their respective mortgagees and lienholders shall be determined in the manner provided in Section 4 of Article V hereof.

Section 3. Covenants Running with the Land. All provisions of this Master Deed shall be construed to be covenants running with the land, and with every part thereof and interest therein including, but not limited to, every Unit and the appurtenances thereto; and each and every provision of the Master Deed shall bind and inure to the benefit of all Unit Owners and claimants of the land or any part thereof of interest therein, and their heirs, executors, administrators, successors and assigns.

Section 4. Duration. If, and so long as, South Carolina law limits the period during which covenants restricting lands to certain uses may run, it shall be the duty of the Board of Directors to cause the covenants contained herein, as amended from time to time, to be extended when necessary by filing a document bearing the signatures of a majority of the then Owners reaffirming and newly adopting the Master Deed and covenants then existing in the order that the same may continue to be covenants running with the land. Such adoption by a majority shall be binding on all, and each Owner of any Unit, by acceptance of a deed therefor, is deemed to agree that the Master Deed and covenants may be extended as provided in this Section 4.

Section 5. By-Laws. A true copy of the By-Laws of the Association, which together with this Master Deed shall govern the administration of the Regime, is attached hereto as EXHIBIT "D" and, by reference, made a part hereof.

Section 6. Enforcement. Each Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Master Deed or in the deed to his Unit. Failure to comply with any of the same or injunctive relief, or both maintainable by the Board of Directors on behalf of the Association or by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Severability. Invalidation of any covenant, condition, restriction or other provision of this Master Deed or the By-Laws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 8. Perpetuities and Restraints on Alienation. If any of the covenants, conditions, restrictions or other provisions of this Master Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until 21 years after the death of the last survivors of the now living descendants of Everette B. Curlee and Ilease Cornwell, the general partners of the Grantor herein.

Section 9. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 10. Headings. The headings appearing herein are intended for purposes of convenience only and are not to be considered in construing this instrument.

ARTICLE XII

ASSIGNED VALUE AND UNIT VOTE

(Section 1.) Unit and Property Values. EXHIBIT "C" attached hereto shows the value of each Unit as of the date this Master Deed is recorded and the percentage of undivided interest in the General Common Elements and Limited Common Elements appurtenant to such Unit for all purposes. The value of the Property is equal to the total value of all Units together with the value of the Percentage Interest in the General Common Elements and Limited Common Elements appurtenant to such Units, all as shown on EXHIBIT "C".

(Section 2.) Unit Votes. Each Unit shall be entitled to a vote in the Association and for all other purposes herein equivalent to the Percentage Interest appurtenant to such Unit and such vote shall be exercisable by the Owner or Owners of such Unit through the Member assigned to represent such Unit pursuant to Section 3 of Article I of the By-Laws.

ARTICLE XIII

Section 1. Lender's Notices and Information. The Association shall make available to Unit estate owners and lenders, and to holders, insurers or guarantors of any first Mortgage, current copies of the Master Deed, By-Laws, other rules concerning the project and books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit estate number or address, any such eligible Mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its Mortgage;
- (b) Any 60-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the Mortgage;
- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association;
- (d) Any proposed action that requires the consent of a specified percentage of Mortgage holders.

Section 2. Reserves and Working Capital. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements and those Limited Common Elements which the Association may be obligated to maintain. The fund shall be and is maintained out of regular Assessments for Common Expenses.

A working capital fund is required for the initial months of the project operation equal to at least a two months' Assessment for each Unit estate. Each Unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Unit and maintained in an account for the use and benefit of the Association. (The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of regular Assessments).

Section 3. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, road and other purposes reasonably necessary or useful for the Property maintenance and operation of the Property.

IN WITNESS WHEREOF, Grantors has executed this Master Deed this 13th
day of September, 2004.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness
Gary W. Downer
Witness

HERLONG ASSOCIATES

By: [Signature]
Everette B. Curlee, General Partner

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

PERSONALLY appeared before me, Gary W. Downer and made oath
that he saw the within named Everette B. Curlee, as General Partner of HERLONG
ASSOCIATES, a North Carolina general partnership, sign, seal and as the act and deed of
said partnership, deliver the within Written Master Deed; and that he with
Joel W. Deese witnessed the execution thereof.

SWORN to before me this 15th
day of September, 2004.

Gary W. Downer
Witness

Garry S. Hancock
Notary Public for North Carolina
My Commission Expires: January 3, 2009

EXHIBIT A

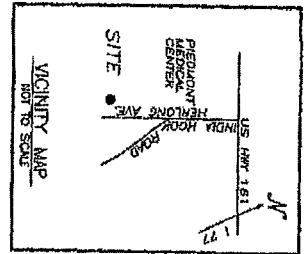
To MASTER DEED of

OMNI MEDICAL CENTER HORIZONTAL PROPERTY REGIME

PROPERTY DESCRIPTION

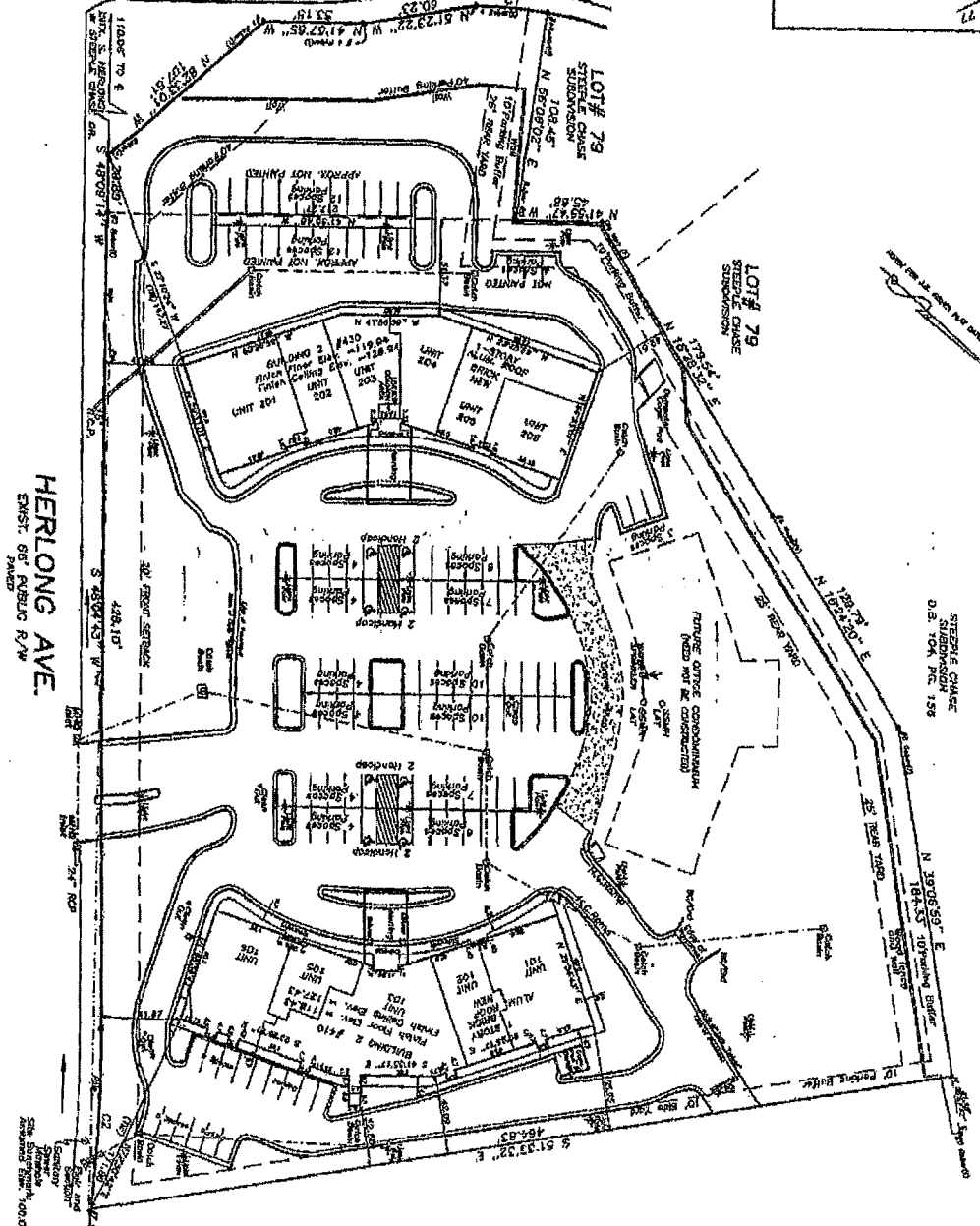
All that certain piece, parcel or tract of land lying, being and situated in the city of Rock Hill, York County, South Carolina according to plat of property of Herlong Associates drawn by Hugh E. White, Jr., SCRLS, dated 9-21-, 2004 and recorded in Plat Book C-320 at page 4 of the York County, South Carolina, Public Registry, and being more particularly described as follows:

BEGINNING at a point on the northwestern edge of the right of way for South Herlong Avenue (r/w = 66 feet), said point being located N 48-09-14 E 110.06 feet as measured from the intersection of the northwestern margin of South Herlong Avenue (if extended) with the centerline of Steeplechase Drive; thence N 82-33-34 W 107.81 feet to a #4 rebar on the northeastern margin of Steeplechase Drive; thence with the northeastern margin of Steeplechase Drive: (1) N 41-57-55 W 53.15 feet to a #4 rebar; (2) N 51-23-22 W 60.23 feet to a #4 rebar; (3) with the arc of a circular curve to the right having a radius of 270.58 feet (chord=N37-58-12 W, 38.08 feet) an arc distance of 38.11 feet to a point in the line of Steeplechase Subdivision; thence with five lines of said Steeplechase Subdivision: (1) N 56-06-02 E 108.45 feet to a rebar; (2) N 41-5-47 W 45.68 feet to an old iron; (3) N 16-28-32 E 179.54 feet to a #4 rebar; (4) N 16-24-20 E 129.79 feet to a #5 rebar; (5) N 39-06-59 E 184.33 feet to a point; thence S 51-33-32 E 464.83 feet to a #7 rebar on the northwestern margin of South Herlong Avenue; thence with said margin in a southwesterly direction: (1) with the arc of a circular curve to the left having a radius of 1024.85 feet (chord = S 50-42-31 W, 95.23 feet) and arc distance of 95.27 feet; (2) S 48-04-43 W 428.10 feet to a #5 rebar; (3) S 48-09-14 W 29.89 feet to the point and place of the beginning.



Steeplechase Drive
EXIST. 66' PUBLIC R/W
PAVED

HERLONG AVE
EXIST. 66' PUBLIC R/W
PAVED



FOR ORIGINAL, SEE PLAT BOOK C-320 PAGE 4



1/4" = 100'	1/8" = 50'	1/16" = 25'	1/32" = 12.5'
1/4" = 100'	1/8" = 50'	1/16" = 25'	1/32" = 12.5'

LEGEND
LAND/CONTRACT
0 = SETBACK
THIS PROPERTY DOES NOT LIE WITHIN ANY FLOOD-PRONE HAZARD AREA.

APPROXIMATELY
CARLISLE & FLEISCHER
PLAT 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

1. THESE STONE MARKS TO BE SET BY AN APPROVED SURVEYOR AND SHALL BE THE SWAYER BOOK, SERIAL AND ORIGINAL SURVEYING RECORD, FILED IN THE OFFICE OF THE REGISTER OF DEEDS, YORK COUNTY, SOUTH CAROLINA, AND SHALL BE CONSIDERED AS THE BASIS OF ALL SUBSEQUENT SURVEYS. THESE STONE MARKS SHALL BE SET AND MAINTAINED AT ALL TIMES AND SHALL BE CONSIDERED AS THE BASIS OF ALL SUBSEQUENT SURVEYS. THESE STONE MARKS SHALL BE SET AND MAINTAINED AT ALL TIMES AND SHALL BE CONSIDERED AS THE BASIS OF ALL SUBSEQUENT SURVEYS.



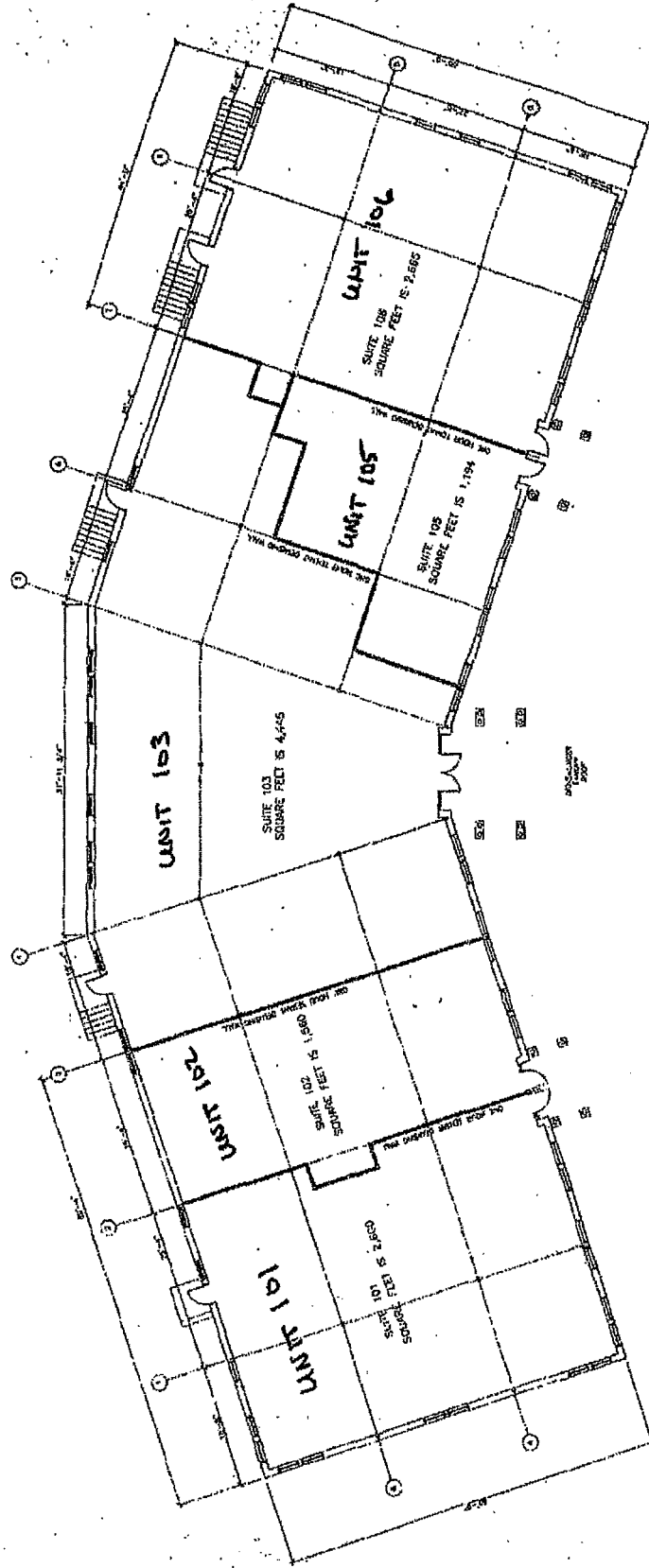
Ted Richard Brown, PLLC
 Architectural Services
 1100 East Wendover Street, Suite 100
 Charlotte, NC 28204



BUILDING 'A'
 MASTER PLAN
 410 SOUTH HERLONG AVENUE
 CHARLOTTE, NC 28204

Project No. 04110
 Scale: 1/8" = 1'-0"
 Date: 02/25/09
 1100 EAST WENDOVER STREET, SUITE 100
 CHARLOTTE, NC 28204
 FLOOR PLAN

T-1



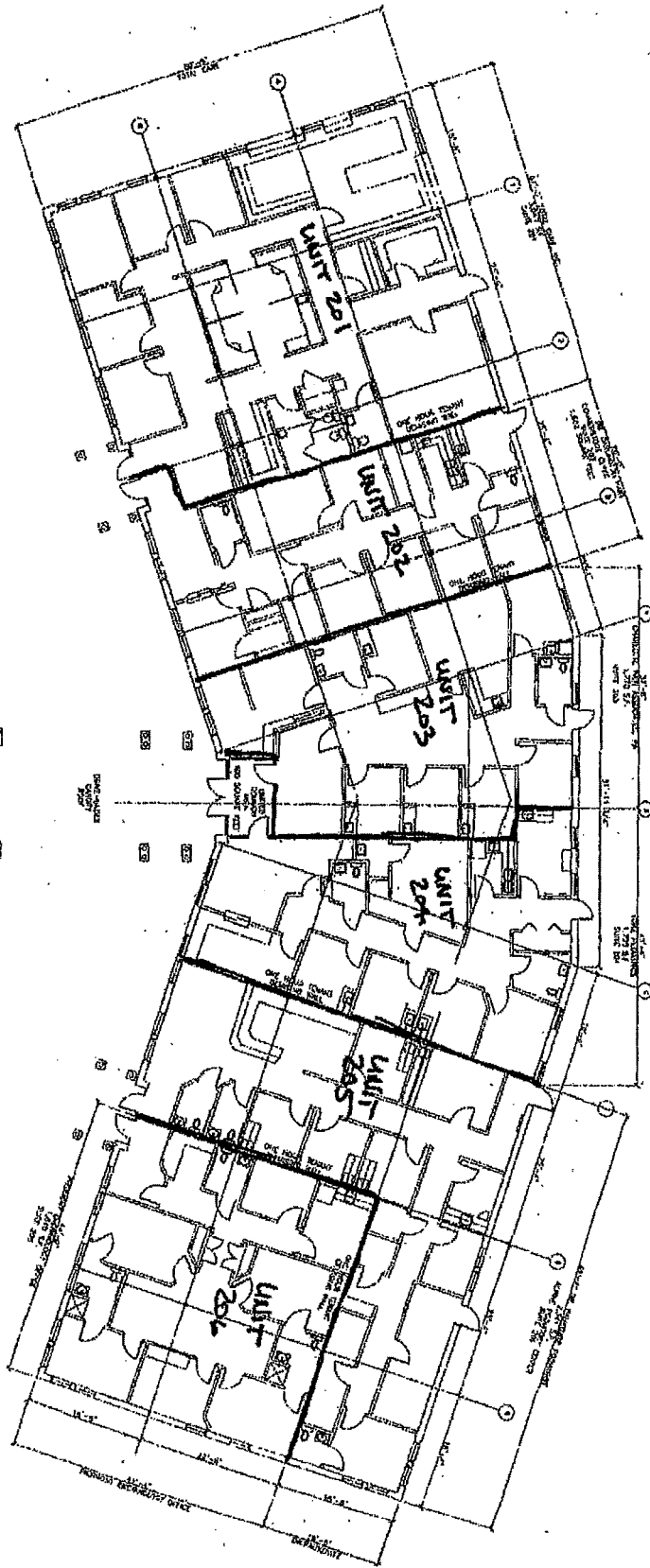
1 MASTER FLOOR PLAN (BUILDING 'A')
 11 OMNI MEDICAL CENTER

410 SOUTH HERLONG AVENUE

THIS BUILDING HAS 12,465 TOTAL SQUARE FEET
 PLUS FRONT CANOPY ROOFS

FOR ORIGINAL SEE PL) Book C-320 Page 5

EXHIBIT B



1 MASTER FLOOR PLAN (BUILDING "C")
 2 OMNI MEDICAL CENTER

430 SOUTH HERLONG AVENUE

THIS BUILDING CONTAINS 12,465 SQUARE FEET PLUS FRONT CANOPY PORCHES.

FOR DETAILS SEE PL) BOOK 320 PAGE 6

Ted Richard Brown, PLLC
Architectural Services
 1100 East Morehead Street, Suite 400
 Charlotte, NC 28204
 Phone (704) 330-1111, Fax (704) 330-1111

**BUILDING "C"
 MASTER PLAN**
 430 SOUTH HERLONG AVENUE
 ROCK HILL, SOUTH CAROLINA



Project No. 14430
 Scale: 1/8" = 1'-0"
 Date: 08/14/01
 Master Floor Plan

**EXHIBIT C
TO
MASTER DEED
FOR
OMNI MEDICAL CENTER HORIZONTAL PROPERTY REGIME**

Percentage Interests in Common and Limited Common Elements

The percentage of undivided interest appurtenant to each unit in Phase I in the General Common Elements and Limited Common Elements has been determined by the ratio of the value of the individual unit as the same bears to the value of the whole property (which values have been assigned in accordance with the statutory requirements) all of which are as follows:

<u>Unit</u>	<u>Statutory Value</u>	<u>Phase I Percentage</u>	<u>Maximum Percentage if Phase II added</u>
101	\$325,000.00	10.47%	6.97%
102	\$195,000.00	6.30%	4.21%
103	\$555,750.00	17.9%	11.92%
105	\$149,250.00	4.80%	3.22%
106	\$333,125.00	10.73%	7.14%
201	\$380,875.00	12.27%	8.17%
202	\$200,250.00	6.45%	4.32%
203	\$221,250.00	7.13%	4.76%
204	\$224,375.00	7.23%	4.82%
205	\$292,625.00	9.43%	6.28%
206	<u>\$226,250.00</u>	<u>7.29%</u>	4.86%
Totals:	\$3,103,750.00	100%	