

Instrument: 1998051692

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Date/Time: 8/17/1998 4:31:32 PM

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF RICHLAND ) FIRST AMENDMENT TO MASTER DEED  
 FOR WHEATON COURT

WHEREAS, the original Master Deed for Wheaton Court dated April 4, 1985 and recorded in the RMC Office for Richland County, South Carolina in Deed Book D-736 at Page 05, provided in Article XXV that it can be amended by the co-owners owning at least two-thirds of units and at least two-thirds of the total interest in the General and Limited Common Elements;

The undersigned, being the owners of two-thirds of the units, two-thirds of the total interest in the General and Limited Common Elements and two-thirds of the total value of the property in the Regime hereby enter into this First Amendment to the Master Deed for Wheaton Court and agree that said Master Deed shall be amended as follows:

1. Article IV, Apartments (Units) and General and Limited Common Elements, is amended to add the following:

Limited Common Elements means and includes:

(3) Any water or sewer lines which serve one or more but less than all units within a building.

General Common Expenses means and includes:

(1) Any expense of the Association which is a cost attributable to the general operation of the Association, a cost attributable to the maintenance or repair of a General Common Element, or an expense attributable to a service specifically billed to the Association for the benefit of all of the co-owners by a provider other than the Association and which is provided solely through one or more of the General Common Elements. General Common Elements shall include but not be limited to Administrative costs; the costs of repair and maintenance of the exteriors of the buildings, where the Association bears responsibility for repair and maintenance; the cost of repair and maintenance of the security lighting systems located on each of the buildings; the cost of the electricity utilized in the security lighting systems, even if billed through more than one meter; landscape maintenance; and the cost of garbage disposal.

Limited Common Expenses means and includes:

(1) Any expense of the Association which is a cost attributable to the maintenance or repair of a Limited Common Element or any expense which is specifically attributable to a service specifically billed to the Association for the benefit of less than all of the co-owners by a provider other than the Association and which is provided at least partially through a Limited Common Element, such as water and sewer service.

Richland County ROD 8/17/1998 16:31:32.04 Book D0152-0141  
 1998051692 John G Norris Amend. to Deed & Map  
 Fee: \$56.00 County Tax: \$0.00 State Tax: \$0.00



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**2. Article V, Ownership of Apartments and Appurtenant Interest In General Common Elements, to add the following paragraph after the second full paragraph on page 4:**

The right to share in the use of the General Common Elements shall be subject to the reasonable policies, rules and regulations of the Association which shall be established and adjusted by the Association through its Board of Directors from time to time. No individual action of the Board or granting of a variance with respect to a policy, rule or regulation shall constitute a precedent or shall amend any existing policy established by the Board for all units, unless all co-owners are notified in writing of the change in policy.

**3. Article VIII, Horizontal Property Regime Subject to Restrictions, is amended to read as follows:**

Each and every Unit and the General and Limited Common Elements shall be, and the same are hereby declared to be, subject to the restrictions, easements, conditions and covenants prescribed and established herein and such reasonable policies, rules and regulations as are adopted by the Association or its Board from time, and each is further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the Unit. No "For Sale" signs or the like shall be visible from any General or Limited Common Elements or public street or area; unless allowed by a policy, rule or regulation established by the Board of Directors of the Association controlling the use and displaying of "For Rent" and "For Sale" signs within the General and Limited Common Elements. No clothes lines shall be permitted in the yards, or across the porches or patios, and no clothing shall be draped over railings. Only window treatments with white or off-white backing shall be permitted.

**4. Article XIII Right of Grantor to Representation on Board of Directors and Other Rights and Obligations of Grantor is deleted in its entirety and left blank intentionally.**

**5. Article XIV Horizontal Property Regime to be Used for Lawful Purposes, Restriction Against Nuisances, Etc. is amended to read as follows:**

No immoral, improper, offensive or unlawful use shall be made of any Unit or of the General and Limited Common Elements, nor any part thereof, and all reasonable policies, rules and regulations established by the Association through its Board of Directors from time to time, laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Regime shall be observed. No co-owner of any Unit shall permit or suffer any thing to be done or kept in his Unit, or on the General or Limited Common Elements, which will increase the rate of insurance on the Regime, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such co-owner undertake any use or practice which shall create and constitute a nuisance to any other co-owner of a Unit, or which interferes with the peaceful possession and proper use of any other Unit or the

General and Limited Common Elements including but not limited to the depositing of trash or animal waste, or the curbing of any type of animal, on any of the General or Limited Common Elements.

6. Article XV Right of Entry into Apartments in Emergencies is amended to read as follows:

In case of any suspected or actual emergency originating in or threatening any Unit, regardless of whether the co-owner is present at the time of such emergency, the Board of Directors of the Association or any other person or firm authorized by it, or the building superintendent or managing agent, shall have the right to enter such Unit for the purpose of identifying the cause of or of remedying or abating the cause of a suspected or actual emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the co-owner of each Unit, if required by the Association, shall deposit under the control of the Association a key to such Unit and if not required by the Association, co-owner shall abide by such other policies and procedures as are established by the Association's Board of Directors from time to time which may include the requirement that all owners and occupants provide the Association with requested telephone numbers.

7. Article XVI Right of Entry for Maintenance of General Common Elements is amended to read as follows:

Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of the Common Elements, the co-owner of each Unit shall permit other co-owners or their representatives, or the duly constituted and authorized agent of the Association, to enter such Unit, provided that such entry shall be made only at reasonable times and with reasonable advance notice as established by the policy of the Association's Board of Directors from time to time.

8. Article XIX Maintenance and Repair of Apartments by Co-Owners is amended to read as follows:

Every co-owner must perform promptly all maintenance and repair work within his Unit which, if omitted, would adversely affect the Regime in its entirety or in a part belonging to other co-owners, being expressly responsible for the damages and liability which his failure to do so may engender. The co-owner of each Unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all Limited Common Expenses in addition to all air conditioning and heating equipment, hot water heaters, stoves, windows, doors, refrigerators, garbage disposals, dishwashers, fans, or other appliances or equipment including any fixtures and/or their connections or receptacles required to provide water, light, power, telephone, television, sewerage and sanitary service to his Unit and which may now or hereafter be situated in his Unit including, toilets, laboratories, sinks, tubs and showers. Such co-owner shall further be responsible and liable for maintenance, repair, and replacement of any and all window glass,

glass doors, all exterior doors and windows, wall, ceiling and floor surfaces or coverings, painting, decorating and furnishings, and all other accessories which such co-owner may desire to place or maintain in his Unit. Whenever the maintenance, repair and replacement of any items for which the co-owner of a Unit is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by Association, the proceeds of the insurance received by Association, or the Insurance Trustee hereinafter designated, shall be used for the purpose of making such maintenance, repair and replacement as shall by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. Reference is made to S.C. Code Ann. §27-31-250 (1976), and amended, which code section is controlling of the use of insurance proceeds when said code section is applicable by its terms.

**9. Article XX Maintenance and Repair of General and Limited Common Elements by the Association**, the first two paragraphs are amended to read as follows:

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the General Common Elements, including those portions thereof which contribute to the support of the structures, and all conduits, ducts, plumbing, wiring and other facilities located in the General Common Elements for the furnishing of utility service to the Units and said General Common Elements provided, however, that any utility facility or line, when it enters the exterior of a building and then serves less than all of the unit co-owners in the Association, shall become a Limited Common Element restricted to the use of those unit co-owners that are served by such facility or line. Should any incidental damage be caused to an Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair, or replacement of any General Common Elements, the Association shall, at its expense, repair such incidental damage.

Each Co-owner or group of co-owners shall be responsible for the maintenance, repair, replacement and improvement of all of the Limited Common Elements which are reserved for the use of his Unit, or their units, to the exclusion of the other Units, including but not limited to those Limited Common Elements set out in Article IV herein with the exception of the yards which shall be maintained by the Association. No maintenance, repair, replacement, or improvement may be made on the Limited Common Elements which may, in any manner, change the appearance of any portion of the structure, including but not limited to painting or other decoration, without the written consent of the Association.

**10. Article XXIII Insurance, Section C** is amended to read as follows:

General Provisions. All insurance obtained on the Units and General and Limited Common Elements by the Association shall be written in the name of the Association as trustee for the Owners, and the cost of such insurance shall be a General Common Expense. All such insurance shall be obtained from a company or companies licensed to do business in the State of

South Carolina and currently rated "A" or better by Best's Insurance Ratings. No such insurance shall be permitted to expire except upon resolution of two thirds (2/3) of the co-owners to that effect and all mortgagees. Duplicate originals of all policies of hazard insurance obtained on the Property by the Board of Directors, together with proof of payment of the premiums thereon shall be delivered upon request to any co-owner or to any person holding a security interest in a Unit.

**11. Article XXVI Remedies in Event of Default is amended to read as follows:**

The co-owner or co-owners of each Unit shall be governed by and shall comply with the provisions of this Master Deed, and the Articles and the By-Laws of the Association and its policies, rules, regulations and fines established by the Association Board as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the co-owner or co-owners of any Unit shall entitle the Association or the co-owner or co-owners of other Unit or Units the following relief:

A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of the Association, or its policies, rules and regulations, or decisions made pursuant thereto, shall be grounds for relief which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, fines, or any combination thereof and which relief may be sought by Association, or with the exception of fines, if appropriate, by any aggrieved co-owner of a Unit or both;

B. The co-owner or co-owners of each Unit shall be liable for the expense of any maintenance, repair or replacement, rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

The provisions of Sections C, D, E and F shall remain unchanged.

**12. Article XXVIII Annual Reports to be Provided to Lender shall be amended to read as follows:**

So long as any institutional lender is a co-owner or holder of a mortgage encumbering a Unit in the Regime, the Association shall furnish said lender upon request with at least one copy of the annual compilation of the financial condition of the Association, including a detailed statement of annual carrying charges or income collected, and operating expense; such compilation of the financial condition of the Association to be furnished not earlier than ninety (90 days) following the end of each fiscal year and only upon the written request of a lender.

Any holder, insurer or guarantor of a first mortgage shall be entitled, upon written request, to a compilation of the financial condition of the Association for the immediately preceding fiscal year.

Any compilation of the financial condition of the Association requested pursuant to this section shall be furnished within a reasonable time following such request and at such charges as the Board of Directors of the Association may determine from time to time. Such charges shall be limited to the Association's cost of producing and providing such copy to said compilation.

The Association shall make available to Unit 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 the books, records and a compilation of the financial condition of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances and at such charges as the Board of Directors of the Association may determine from time to time. Such charges shall be limited to the Association's cost of producing and providing such copy of said compilation.

Further, it is agreed that the Appendix to the Master Deed for Wheaton Court, By-Laws of Wheaton Court Condominium Association, Inc. is amended as follows:

**1. Section 1 Identity, Section (c) is amended to read as follows:**

The office of the Association shall be at 1926 Dalloz Road, Columbia, South Carolina or such other place as the Board of Directors of the Association may designate from time to time. The mailing address of the Association shall be Post Office Box 6653, Columbia, SC 29260-6653 or such other address as the Association's Board of Directors may designate from time to time.

**2. Section 3, Annual and Special Meetings of Membership Section (a) is amended to read as follows:**

The annual members' meeting shall be held at the office of the Association or such other place as may be designated by the Board of Directors, at a time and date within the first six (6) months of the calendar year designated by the Board of Directors of the Association, provided, however, that the meeting may not be held on a legal holiday. This meeting shall be held for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. The first annual meeting shall be held in 1985.

**3. Section 4 Board of Directors Section (a) is amended to read as follows:**

Except as provided by law from time to time, the election and actions of the Board of Directors of the Association shall be as follows:

(a) The Board of Directors shall be comprised of three (3) directors. At the first annual meeting of the members held after the property identified herein has been submitted to the plan of condominium ownership and the Master Deed has been recorded in the public records of Richland County, South Carolina, the term of office for the three (3) directors shall be determined by a two-thirds (2/3) vote of the Association based on the percentage of ownership in the General Common Elements:

4. Section 4, Board of Directors, Section (j) (iv) is amended to read as follows:

To make and amend reasonable policies, rules and regulations governing the use of the property, real and personal, in the Regime, including but not limited to limitation of the number of occupants per apartment, and the control and assignment of spaces in the parking lots, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Master Deed and to establish and collect fines for non-compliance with the Master Deed, By-Laws and any reasonable policies, rules and regulations established by the Board of Directors of the Association from time to time. No action of the Board with respect to the establishing or waiving of a fine shall constitute a precedent or shall amend any existing policy established by the Board for all units, unless all co-owners are notified in writing of the change in policy.

5. Section 4, Board of Directors, Section (j) (v) is amended to read as follows:

To make available to Unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the declaration, by-laws, other rules concerning the project, and the books, records and an annual compilation of the financial condition of the Association, "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances; and at such charges as the Board of Directors of the Association may determine from time to time. Such charges shall be limited to the Association's cost of producing and providing such copy of said compilation.

6. Section 4, Board of Directors, Section (j) the first (vi) is amended to read as follows:

To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal including Apartments in the Regime, as may be necessary or convenient in the operation and management of the Regime, and in accomplishing the purposes set forth in the Master Deed; provided, however, that any agreement for professional management of the Regime, or any other contract providing for services of the Grantor, may not exceed three (3) years.

7. Section 4, Board of Directors, Section (j), the second (vi) is renumbered as (vii).

8. Section 4, Board of Directors, Section (j), (vii) is renumbered as (viii).

9. Section 4, Board of Directors, Section (j), (viii) is renumbered as (ix).

10. Section 4, Board of Directors, Section (j), (ix) is renumbered as (x).

11. Section 4, Board of Directors, Section (j) (x) is renumbered as (xd) and is amended to read as follows:

To pay all costs of power, water, sewer and other utility services as more fully set out in the Master Deed; rendered to the condominium and not billed to the owners of the separate Apartments; and

12. Section 7, Fiscal Management (a) is amended to read as follows:

The assessment roll shall be maintained in a set of accounting books or computer spread sheet in which there shall be an account for each Apartment. Such an account shall designate the name of the co-owner or co-owners, the amount of each assessment against the amounts paid upon the account and the balance due upon assessments.

13. Section 7 Fiscal Management (f) is amended to read as follows:

Fidelity bonds, unless waived by a two-thirds (2/3) vote of the ownership of the General Common Elements shall be required by the Board of Directors from all directors, officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least equal to one-third (1/3) of the total annual estimated revenues. The premiums on such bonds shall be paid by the Association as a General Common Expense.

14. Section 9, Assessments; Liability, Lien and Enforcement is amended to read as follows:

The Board of Directors for the Association, as and for the co-owners, is given the authority to administer the operation and management of the Regime, it being recognized that the delegation of such duties to one entity is in the best interests of the co-owners of all Apartments. To properly administer the operation and management of the project, Association will incur, for the mutual benefit of part or all of the co-owners of Apartments, costs and expenses which will be continuing or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "General and Limited Common Expenses. To provide the funds necessary for such proper operation and management, the said Board of Directors of the Association is hereby granted the right to make, levy and collect assessments against the co-owners of all Apartments and said Apartments. In furtherance of said grant of authority to the Board of Directors of the Association to make, levy and collect assessments to pay the costs and



expenses for the operation and management of the Regime, and fines for the enforcement of the Master Deed and By-Laws and any reasonable policies, rules and regulations established by the Board of Directors of the Association from time to time. No action of the Board with respect to the establishing or waiving of a fine shall constitute a precedent or shall amend any existing policy established by the Board for all units, unless all co-owners are notified in writing of the change in policy, the following provisions shall be operative and binding upon the co-owners of all Apartments, to wit:

(a) That portion of the assessment made by the Board of Directors which is attributable to General Common Expense levied against the co-owners of Apartments and said Apartments if a General Common Expense shall be uniform and, unless specifically otherwise provided for in the Master Deed or in these By-Laws, shall be in such proportion that the amount of assessment levied against each co-owner of an Apartment and his Apartment shall bear the same ratio to the total assessment made against all co-owners of Apartments and their Apartments as does the undivided interest in General Common Elements appurtenant to each Apartment bear to the total undivided interest in the Regime, that portion of the assessment made by the Board of Directors of the Association attributable to Limited Common Expenses shall be levied in a manner that in the opinion of the Board of Directors, best serves the needs of the Association or which applies the cost of the service provided to those who it most benefitted.

(b) The Board of Directors of Association, in establishing said annual budget for operation, management and maintenance of the project shall include therein a sum to be collected and maintained as reserve fund for replacement of General Common Elements, which reserve fund shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the General Common Elements as well as the replacement of personal property which may constitute a portion of the General Common Elements held for the joint use and benefit of all co-owners of all Apartments. The amount collected and allocated to the reserve fund for replacements from time to time shall be maintained in a separate account by Association, although nothing herein contained shall limit Association from applying any monies in such reserve fund for replacements to meet other needs or requirements of Association in operating or managing the project in the event of emergencies, or in the event the sums collected from the co-owners of Apartments are insufficient to meet the then fiscal financial requirements of the Association, but it shall not be a requirement that these monies be used for such latter purposes, as a separate assessment may be levied therefor if deemed to be preferable by the Board of Directors of the Association in the sole discretion of said Board of Directors.

(f) The payment of any fine, assessment or installment thereof due to the Association shall be in default if such fine or assessment, or any installment thereof, is not paid unto Association, on or before the due date for such payment. When in default, the Board of Directors may charge a late fee and/or accelerate the remaining installments of the annual assessment upon notice thereof to the Apartment co-owner, whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in the notice which shall not be less than ten

(10) days after the date of the notice. In the event any assessment, fine, installment, or accelerated assessments are not paid within twenty (20) days after their due date, the Association, through its Board of Directors, may proceed to enforce and collect the said assessments against the Apartment co-owner owing the same in any manner provided for by the Act, including the right of foreclosure and sale. When in default, the delinquent assessment or delinquent installment thereof due to Association shall bear interest at the highest rate allowed by law until such delinquent assessment or installment thereof, and all interest due thereon, has been paid to Association.

(g) The co-owner or co-owners of each Apartment shall be personally liable to Association for the payment of all fines, assessments, regular or special, which may be levied by Association while such party or parties are co-owner or co-owners of an Apartment in the Regime. In the event that any co-owner or co-owners are in default in payment of any fine, assessment or installment thereof owed to the Association, such co-owner or co-owners of any Apartment shall be personally liable for late fees and/or interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such late fees, fines, assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit is brought or not.

(h) No co-owner may exempt himself from liability for any assessment, late fees, or fine levied against such co-owner and his Apartment by waiver of the use or enjoyment of any of the General Common Elements, or by abandonment, or in any other manner.

(i) Recognizing that the necessity for providing proper operation and management of the project entails the continuing payment of costs and expenses therefor which results in benefit to all the co-owners of Apartments, and that the payment of such General and Limited Common Expense represented by the assessments levied and collected by Association is necessary in order to preserve and protect the investment of the co-owner of each Apartment, the Association is hereby granted a lien upon such Apartment and its appurtenant undivided interest in General Common Elements, which lien shall secure and does secure the monies due for all assessments and fines now or hereafter levied against the co-owner of each Apartment, which lien shall also secure interest, if any, which may be due on the amount of any delinquent fines and assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said Apartment and its appurtenant undivided interest in the General Common Elements. The lien granted to Association may be foreclosed in the same manner as mortgages may be foreclosed in the State of South Carolina, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the co-owner of any Apartment from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a receiver for said Apartment. The rental required to be paid shall be equal to the rental charged on comparable type of Apartments in Columbia, South Carolina. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by

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the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the highest rate allowed by law on any such advance made for such purpose. All persons firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Apartment, are hereby placed on notice of the lien granted to Association, and shall acquire such interest in any Apartment expressly subject to such lien. The lien shall be subordinate to all mortgages or other liens duly recorded prior to the filing of the lien encumbering the Apartment.

(j) The lien herein granted unto Association shall be effective from and after the time of recording in the public records of Richland County, South Carolina, a claim of lien stating the description of the Apartment encumbered thereby, the name of the record co-owner, the amount and the date when due, and the lien shall include only assessments as accelerated, and fines, late fees, which are due and payable when the claim of lien is recorded, plus interest, costs, attorney fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same be satisfied of record.

(k) In the event that any person, firm or corporation shall acquire title to any Apartment and its appurtenant undivided interest in the Common Elements by virtue of any foreclosure, judicial sale or deed in lieu of foreclosure involving a mortgage recorded prior to the recording of a claim of lien for assessments, or fines, and late fees, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments, fines, and late fees as shall accrue and become due and payable for said Apartment and its appurtenant undivided interest in General Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments or fines and late fees which where in default and delinquent at the time it acquires such title. In the event of the acquisition of title to an Apartment by foreclosure, judicial sale or deed in lieu of foreclosure, any fines, late fees, and assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all co-owners of all Apartments as part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent fines, late fees, or assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

(l) Whenever any Apartment may be sold or mortgage by the co-owner thereof, which sale shall be concluded only upon compliance with other provisions of these By-Laws, Association, upon written request of the co-owner of such Apartment shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment, fine or late fee which shall be due and payable to Association by the owner of such Apartment. Such statement shall be executed by an officer of the Association and any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, and Association shall be bound by such statement. Any holder of any mortgage on any Apartment shall have the right at all reasonable times and frequency to inquire as to the past due status of any fines, late fees, or assessment payments, and the Association shall, upon

request, promptly notify any such mortgagee when any fines, late fees, or assessment payment becomes more than sixty (60) days past due, or when any default in the performance of any obligation required by the Master Deed or these By-Laws as to such Apartment is not cured within sixty (60) days.

(m) In the event that an Apartment is to be sold or mortgage at the time when payment of any assessment against the co-owner of said Apartment and such Apartment due to Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the proceeds of such purchase or mortgage proceeds, shall be applied by the purchaser or mortgagee first to payment of any then delinquent fine, late fee, or assessment or installment thereof due to Association before the payment of any proceeds of purchase or mortgage proceeds to the co-owner of any Apartment who is responsible for payment of such delinquent fine, late fee, or assessment.

(n) Institution of a suit at law to attempt to effect the collection of payment of delinquent fines, late fees, or assessments shall not be deemed to be an election by Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing it.

The provisions of 9(c), (d), and (e) shall remain unchanged.

IN WITNESS WHEREOF, the undersigned has(ve) executed this First Amendment on the date below their signature.

SEE PAGES 13 THROUGH 40 FOR SIGNATURE PAGES

Instrument: 1998051692

Book/Page: R152: 153

Date/Time: 8/17/1998 4:31:32 PM

Building 103 Unit A

Signed, seal and delivered  
in the presence of:

William J. Hopkins  
Witness  
Charles J. Griffin  
Witness

William J. Hopkins  
Witness  
Charles J. Griffin  
Witness

Electa A. Anderson  
Signature: First Owner (as appearing on deed)

Date: 12-22-97

Electa A. Anderson  
(Print name as above)

Lois H. Anderson  
Signature: Additional Owner (as appearing on deed)

Date: Dec. 22, 1997

Lois H. Anderson  
(Print name as above)

STATE OF South Carolina )  
(State where signed) )  
COUNTY OF Richland )  
(County where signed)

ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Electa ANDERSON & Lois ANDERSON  
(Print name) personally appeared before me this day and

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 22 day of December, 1997.

M. Judson Smith  
Notary Public for South Carolina

My Commission Expires: 2/28/99

MARION JUDSON SMITH  
Printed name of Notary (Attach seal if signed other than in South Carolina)

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Building 105 Unit ASigned, seal and delivered  
in the presence of:W. D. Hopkins  
WitnessCharles D. Anderson  
WitnessW. D. Hopkins  
WitnessCharles D. Anderson  
WitnessElecta Anderson  
Signature: First Owner (as appearing on deed)Date: 12-22-97Electa A. Anderson  
(Print name as above)Lois H. Anderson  
Signature: Additional Owner (as appearing on deed)Date: Dec. 22, 1997Lois H. Anderson  
(Print name as above)STATE OF South Carolina )  
(State where signed) )  
COUNTY OF Richland )  
(County where signed) )ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Electa Anderson & Lois Anderson  
(Print name) personally appeared before me this day and

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 22 day of December, 1997.M. Judson Smith  
Notary Public for South CarolinaMy Commission Expires: 2/28/99Marion Judson Smith  
Printed name of Notary (Attach seal if signed other than in South Carolina)

14

Richland County ROD

Richland County Auditor Paul Browley 2007

Instrument: 1998051692

Book/Page: R152: 155

Date/Time: 8/17/1998 4:31:32 PM

Building 107 Unit ASigned, seal and delivered  
in the presence of:William D. Hopkins  
WitnessCharles D. Anderson  
WitnessWilliam D. Hopkins  
WitnessCharles D. Anderson  
WitnessElecta Anderson  
Signature: First Owner (as appearing on deed)Date: 12-22-97Electa A. Anderson  
(Print name as above)Lois H. Anderson  
Signature: Additional Owner (as appearing on deed)Date: Dec. 22, 1997Lois H. Anderson  
(Print name as above)STATE OF South Carolina )  
(State where signed) )  
COUNTY OF Richland )  
(County where signed)ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Electa Anderson & Lois Anderson  
(Print name) personally appeared before me this day and

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 22 day of December, 1997.M. Jackson Smith  
Notary Public for South CarolinaMy Commission Expires: 2/28/99Marcion Jackson Smith  
Printed name of Notary (Attach seal if signed other than in South Carolina)

15

Richland County ROD

Richland County Auditor Paul Brawley 2007

Building 103 Unit BSigned, seal and delivered  
in the presence of:Wendy D. Hopkins  
WitnessCharles D. Hopkins  
WitnessWendy D. Hopkins  
WitnessCharles D. Hopkins  
WitnessElecta Anderson  
Signature: First Owner (as appearing on deed)Date: 12-22-97Electa A. Anderson  
(Print name as above)Lois H. Anderson  
Signature: Additional Owner (as appearing on deed)Date: Dec. 22, 1997Lois H. Anderson  
(Print name as above)STATE OF South Carolina )  
(State where signed) )  
COUNTY OF Richland )  
(County where signed)

## ACKNOWLEDGMENT

S.C. sec. 30-5-30

(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Electa Anderson & Lois Anderson  
(Print name) personally appeared before me this day and

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 22 day of December, 1997.M. Judson Smith  
Notary Public for South CarolinaMy Commission Expires: 2/28/99Marion Judson Smith  
Printed name of Notary (Attach seal if signed other than in South Carolina)

16



Instrument: 1998051692

Book/Page: R152 : 157

Date/Time: 8/17/1998 4:31:32 PM

Building 105 Unit B

Signed, seal and delivered  
in the presence of:

[Signature]  
Witness  
Emile B. Jamel  
Witness

Witness

Witness

Ange Perez  
Signature: First Owner (as appearing on deed)

Date: Jan 12, 98

ANGIE PEREZ  
(Print name as above)

N/A  
Signature: Additional Owner (as appearing on deed)

Date: N/A

(Print name as above)

STATE OF South Carolina )  
(State where signed) )  
COUNTY OF Richland )  
(County where signed)

ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Ange Perez, personally appeared before me this day and  
(Print name)

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 12<sup>th</sup> day of January, 1998

Mary Suzette Adams  
Notary Public for South Carolina

My Commission Expires: 10-17-2000

(Printed name of Notary (Attach seal if signed other than in South Carolina))

17

Richland County ROD

Richland County Auditor Paul Browley 2007

Instrument: 1998051692

Book/Page: R152: 158

Date/Time: 8/17/1998 4:31:32 PM

Feb-18-98 05:49P Jud Smith / MJS Inc:

803-782-0480

P.02

Building 107 Unit BSigned, seal and delivered  
in the presence of:Kim M. Smith  
WitnessHope Q. Daniels  
Witness

Witness

Witness

[Signature]  
Signature: First Owner (as appearing on deed)Date: 03/17/98Kevin T. Adams  
(Print name as above)

Signature: Additional Owner (as appearing on deed)

Date:

(Print name as above)

STATE OF South Carolina

(State where signed)

COUNTY OF Lexington

(County where signed)

ACKNOWLEDGMENT

S.C. sec. 30-3-30

(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Kevin T. Adams  
(Print name), personally appeared before me this day and

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 17<sup>th</sup> day of March 1998Kim M. Smith  
Notary Public for South CarolinaMy Commission Expires: 10-11-05Kim M. Smith  
Printed name of Notary (Attach seal if signed other than in South Carolina)

18

Richland County ROD

Richland County Auditor Paul Brawley 2007

Mar-03-98 07:04P Jud Smith / MJS Inc.

803-782-0480

P.04

Building 109 Unit BSigned, seal and delivered  
in the presence of:Witness Dan K. HrusWitness Linda Schaeffer

Signature/First Owner (as appearing on deed)

Date: 3-16-98Signature Craig Thomas Ness  
(Print name as above)

Witness

Signature: Additional Owner (as appearing on deed)

Witness

Date:

(Print name as above)

STATE OF SC )  
(State where signed) )  
COUNTY OF \_\_\_\_\_ )  
(County where signed, )ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Craig Thomas Ness, personally appeared before me this day and  
(Print name)

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 16 day of MARCH, 1998.Signature M. Judson Smith  
Notary Public for South CarolinaMy Commission Expires: 2/28/99Signature Marion Judson Smith  
Print name of Notary (Attach seal if signed other than in South Carolina)

19

Richland County Auditor Paul Brawley 2007

Instrument: 1998051692

Book/Page: R152 : 160

Date/Time: 8/17/1998 4:31:32 PM

Building 103 Unit C

Signed, seal and delivered  
in the presence of:

Charles J. Haines  
Witness

Joan R. Haines  
Witness

Witness

Witness

Margaret Jeanine Skinner  
Signature: First Owner (as appearing on deed)

Date: January 10, 1998

Margaret Jeanine Skinner  
(Print name as above)

Signature: Additional Owner (as appearing on deed)

Date: \_\_\_\_\_

(Print name as above)

STATE OF South Carolina )  
(State where signed) )  
COUNTY OF Richland )  
(County where signed)

ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Margaret Jeanine Skinner  
(Print name) personally appeared before me this day and  
acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 10<sup>th</sup> day of JANUARY, 1998.

M. Jackson Smith  
Notary Public for South Carolina

My Commission Expires: 2/28/99

MARION J. SMITH  
Printed name of Notary (Attach seal if signed other than in South Carolina)

20

Richland County ROD

Richland County Auditor Paul Browley 2007

Instrument: 1998051692

Book/Page: R152: 161

DateTime: 8/17/1998 4:31:32 PM

Building 107 Unit C

Signed, seal and delivered  
in the presence of:

Raymond E. McDonald  
Witness

Sylvia J. Williams  
Witness

Raymond E. McDonald  
Witness

Sylvia J. Williams  
Witness

Don K. Clements  
Signature: First Owner (as appearing on deed)

Date: 1-6-98

Don K. CLEMENTS  
(Print name as above)

Esther A. Clements  
Signature: Additional Owner (as appearing on deed)

Date: 1-6-98

ESTHER A. CLEMENTS  
(Print name as above)

STATE OF Virginia )  
(State where signed) )  
COUNTY OF  Giles  )  
(County where signed)

ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Don K. Clements & Esther A. Clements personally appeared before me this day and  
(Print name)

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 6th day of January, 1998.

Dreama W. Hayes  
Notary Public for Virginia

My Commission Expires: 6-30-2001

Dreama W. Hayes  
Printed name of Notary (Attach seal if signed other than in South Carolina)

21

Richland County ROD

Richland County Auditor Paul Braxley 2007

Instrument: 1998051692

Book/Page: R152 : 162

Date/Time: 8/17/1998 4:31:32 PM

Building 109 Unit CSigned, seal and delivered  
in the presence of:

Witness

Witness

Witness

Witness

Thomas Ervin Duncan  
Signature: First Owner (as appearing on deed)Date: 1/22/98Thomas ERVIN DUNCAN  
(Print name as above)

Signature: Additional Owner (as appearing on deed)

Date: \_\_\_\_\_

(Print name as above)

STATE OF South Carolina

(State where signed)

COUNTY OF Lexington

(County where signed)

ACKNOWLEDGMENT

S.C. sec. 30-5-30

(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

THOMAS ERVIN DUNCAN, personally appeared before me this day and  
(Print name)

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 1<sup>st</sup> day of JANUARY, 1998.M. Jackson Smith  
Notary Public for South CarolinaMy Commission Expires: 2/28/99TUD SMITH  
Printed name of Notary (Attach seal if signed other than in South Carolina)

22

Richland County ROD

Richland County Auditor Paul Brawley 2007

Instrument: 1998051692

Book/Page: R152 : 163

Date/Time: 8/17/1998 4:31:32 PM

Lender Endorsement of the First Amendment  
To The Master Deed For Wheaton Court

Unit: 109-C      Owner: Thomas Erwin Duncan

By executing below, the undersigned representative of First Union Mortgage Corporation, being the first mortgage holder for Unit 109-C Thornwell Court, located in Columbia, S.C. and owned by Thomas Erwin Duncan, does hereby acknowledge receipt of the proposed changes to the Master Deed and Bylaws of the Wheaton Court Homeowner's Association, does signify that he or she has been granted the authority to execute this document by First Union Mortgage Corporation and does attest to the fact that First Union Mortgage Corporation does hereby grant its consent to the changes outlined in this document.

Silvia Spivey  
Witness  
[Signature]  
Witness

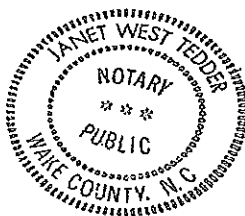
Nancy Davis  
First Union Mortgage Corporation

Date: 5-29-98

State of North Carolina )      Acknowledgment  
(State where signed) )      S.C. sec. 30-5-30  
County of Wake )      (Effective January 1, 1995)  
(County where Signed)

I, Notary Public for Wake Co., NC do hereby certify that  
Karen Davis personally appeared before me this  
(print name of individual signing)  
day and acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 29<sup>th</sup> day of May, 1997/8



[Signature]  
Notary Public for Wake Co., NC

My Commission Expires: 6-07-2000

Janet West Tedder  
Printed name of Notary (Seal if signed in state other than S.C.)

23

Richland County Auditor Paul Brantley 2007

Instrument: 1998051692

Book/Page: R152 : 164

Date/Time: 8/17/1998 4:31:32 PM

Building 103 Unit DSigned, seal and delivered  
in the presence of:Willie J. Perkins  
WitnessCharles D. Perkins  
WitnessWillie J. Perkins  
WitnessCharles D. Perkins  
WitnessElecta A. Anderson  
Signature: First Owner (as appearing on deed)Date: 12-22-97Electa A. Anderson  
(Print name as above)Lois H. Anderson  
Signature: Additional Owner (as appearing on deed)Date: Dec. 22, 1997Lois H. Anderson  
(Print name as above)STATE OF South Carolina )

(State where signed)

COUNTY OF Richland )

(County where signed)

ACKNOWLEDGMENT

S.C. sec. 30-5-30

(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Electa Anderson & Lois Anderson personally appeared before me this day and  
(Print name)

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 22 day of December, 1997.M. Jason Smith  
Notary Public for South CarolinaMy Commission Expires: 2/28/99Marion Jason Smith  
Printed name of Notary (Attach seal if signed other than in South Carolina)

24

Richland County Auditor Paul Braxley 2007



Instrument: 1998051692

Book/Pages: R152 : 165

Date/Time: 8/17/1998 4:31:32 PM

Building 105 Unit DSigned, seal and delivered  
in the presence of:

Sara J. Carter  
Witness

Carol M. Hawley  
Witness

Darryl L. Zini  
Signature: First Owner (as appearing on deed)

Date: 1/10/98

DARRYL L. ZINI  
(Print name as above)

Witness

Signature: Additional Owner (as appearing on deed)

Date: \_\_\_\_\_

Witness

(Print name as above)

STATE OF South Carolina )  
(State where signed)

COUNTY OF Kershaw )  
(County where signed)

ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Darryl L. Zini  
(Print name), personally appeared before me this day and  
acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 10th day of JANUARY, 1998.

M. Judson Smith  
Notary Public for South Carolina

My Commission Expires: 2/28/99

MARION JUDSON SMITH  
Printed name of Notary (Attach seal if signed other than in South Carolina)

25

Richland County ROD

Richland County Auditor Paul Brawley 2007

Lender Endorsement of the First Amendment  
To The Master Deed For Wheaton Court

# 3800387

Unit: 105-D Owner: Darryl L. Zini

By executing below, the undersigned representative of Fleet Mortgage Group, being the first mortgage holder for Unit 103-D Thornwell Court, located in Columbia, S.C. and owned by Darryl L. Zini, does hereby acknowledge receipt of the proposed changes to the Master Deed and Bylaws of the Wheaton Court Homeowner's Association, does signify that he or she has been granted the authority to execute this document by Fleet Mortgage Group and does attest to the fact that Fleet Mortgage Group does hereby grant its consent to the changes outlined in this document.

Carol Krasnick  
Witness  
Carol Krasnick  
Witness

[Signature]  
Fleet Mortgage Group  
Date: June 9, 1998

State of Wisconsin )  
(State where signed)  
County of Milwaukee )  
(County where Signed)

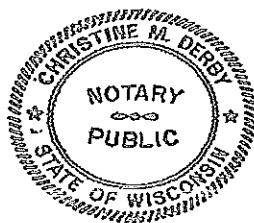
Acknowledgment  
S.C. sec. 30-5-30  
(Effective January 1, 1995)

I, Notary Public for Wisconsin do hereby certify that  
Joan W. Leach, personally appeared before me this  
(print name of individual signing)  
day and acknowledged the due execution of this foregoing instrument.  
Witness my hand and seal this 9 day of June, 1997.

Christine M. Derby  
Notary Public for Wisconsin

My Commission Expires: November 8, 1998

Christine M. Derby  
Printed name of Notary (Seal if signed in state other than S.C.)



26

Richland County ROD

Richland County Auditor Paul Bramley 2007

Building 105 Unit E

Signed, seal and delivered  
in the presence of:

Wileen D. Hopkins  
Witness

Charles D. [Signature]  
Witness

Wileen D. Hopkins  
Witness

Charles D. [Signature]  
Witness

[Signature]  
Signature: First Owner (as appearing on deed)

Date: 12-22-97

Electa A. Anderson  
(Print name as above)

Lois H. Anderson  
Signature: Additional Owner (as appearing on deed)

Date: Dec. 22, 1997

Lois H. Anderson  
(Print name as above)

STATE OF South Carolina )  
(State where signed) )  
COUNTY OF Richland )  
(County where signed)

ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Electa Anderson & Lois Anderson  
(Print name), personally appeared before me this day and

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 22 day of December, 1997.

M. Judson Smith  
Notary Public for South Carolina

My Commission Expires: 2/28/99

Mason Judson Smith  
Printed name of Notary (Attach seal if signed other than in South Carolina)

27

Richland County ROD

Richland County Auditor Paul Brawley 2007

Instrument: 1998051692

Book/Page: R152 : 168

Date/Time: 8/17/1998 4:31:32 PM

Building 107 Unit ESigned, seal and delivered  
in the presence of:Eileen Anderson  
WitnessLaw A. Anderson  
WitnessCharles D. Anderson  
Signature: First Owner (as appearing on deed)

Date: \_\_\_\_\_

(Print name as above)

Witness

Signature: Additional Owner (as appearing on deed)

Date: \_\_\_\_\_

Witness

(Print name as above)

STATE OF South Carolina )  
(State where signed) )  
COUNTY OF Richland )  
(County where signed)ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Charles D. Anderson, personally appeared before me this day and  
(Print name)

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 22 day of December, 1997.M. Judson Smith  
Notary Public for South CarolinaMy Commission Expires: 2/28/97Manson Judson Smith  
Printed name of Notary (Attach seal if signed other than in South Carolina)

28

Richland County ROD

Richland County Auditor Paul Brawley 2007

Instrument: 1998051692

Book/Page: R152 : 169

Date/Time: 8/17/1998 4:31:32 PM

Building 109 Unit FSigned, seal and delivered  
in the presence of:

M. Martha Johnston  
Witness

Bonita Watts  
Witness

Witness

Witness

Walter L. Partick  
Signature: First Owner (as appearing on deed)

Date: 1/2/98

WALTER L. PARTICK  
(Print name as above)

Signature: Additional Owner (as appearing on deed)

Date: \_\_\_\_\_

(Print name as above)

STATE OF South Carolina  
(State where signed)

COUNTY OF Richland  
(County where signed)

ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Walter L. Partick  
(Print name), personally appeared before me this day and  
acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 2 day of JANUARY, 1998

M. Jackson Smith  
Notary Public for South Carolina

My Commission Expires: 2/28/99

Marion Jackson Smith  
Printed name of Notary (Attach seal if signed other than in South Carolina)

29

Richland County ROD

Richland County Auditor Paul Brawley 2007

Instrument: 1998051692

Book/Page: R152: 170

Date/Time: 8/17/1999 4:31:32 PM

Building 105 Unit F

Signed, seal and delivered  
in the presence of:

Ector Anderson  
Witness

Bobbi L. Hawks  
Witness

Witness

Witness

Michael R. Thigpen  
Signature: First Owner (as appearing on deed)

Date: December 8, 1997

Michael R. Thigpen  
(Print name as above)

Signature: Additional Owner (as appearing on deed)

Date: \_\_\_\_\_

(Print name as above)

STATE OF South Carolina

(State where signed)

COUNTY OF Richland

(County where signed)

ACKNOWLEDGEMENT

S.C. sec. 30-5-30

(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Michael R. Thigpen, personally appeared before me this day and

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 8th day of December, 1997.

M. Judson Smith  
Notary Public for South Carolina

My Commission Expires: 2/28/99

30

Richland County ROD

Richland County Auditor Paul Brawley 2007

Instrument: 1998051692

Book/Page: R152 : 171

Date/Time: 8/17/1998 4:31:32 PM

Building 107 Unit FSigned, seal and delivered  
in the presence of:Harriett N. Rooy  
WitnessMartha L. Jones  
Witness

Witness

Witness

Susan C. Schultz  
Signature: First Owner (as appearing on deed)Date: January 15<sup>th</sup> 1998Susan C. Schultz  
(Print name as above)

Signature: Additional Owner (as appearing on deed)

Date: \_\_\_\_\_

(Print name as above)

STATE OF South Carolina )

(State where signed)

COUNTY OF Richland )

(County where signed)

ACKNOWLEDGMENT

S.C. sec. 30-5-30

(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

SUSAN C. SCHULTZ, personally appeared before me this day and  
(Print name)

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 15<sup>th</sup> day of January, 1998.Donna Carman  
Notary Public for S.C.My Commission Expires: 12/7/2002DONNA CARMAN  
Printed name of Notary (Attach seal if signed other than in South Carolina)

31

Richland County ROD

Richland County Auditor Paul Brawley 2007

Instrument: 1998051692

Book/Page: R152: 172

Date/Time: 8/17/1998 4:31:32 PM

**Lender Endorsement of the First Amendment  
To The Master Deed For Wheaton Court**

Unit: 107-F      Owner: Susan C. Schultz

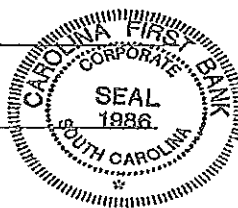
By executing below, the undersigned representative of Carolina First Bank, being the first mortgage holder for Unit 107-F Thornwell Court, located in Columbia, S.C. and owned by Susan C. Schultz, does hereby acknowledge receipt of the proposed changes to the Master Deed and Bylaws of the Wheaton Court Homeowner's Association, does signify that he or she has been granted the authority to execute this document by Carolina First Bank and does attest to the fact that Carolina First Bank does hereby grant its consent to the changes outlined in this document.

[Signature]  
Witness

[Signature]  
Carolina First Bank

[Signature]  
Witness

Date: 5/26/98



State of South Carolina )  
(State where signed) )  
County of Richland )  
(County where Signed)

Acknowledgment  
S.C. sec. 30-5-30  
(Effective January 1, 1995)

I, Notary Public for RICHLAND COUNTY do hereby certify that  
DEBBRAH R. KYZER, personally appeared before me this  
(print name of individual signing)

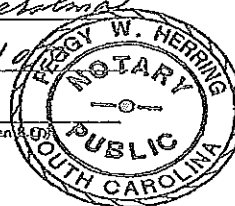
day and acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 25 day of may, 1998.

[Signature]  
Notary Public for South Carolina

My Commission Expires: 2/11/99

PEGGY W. HERRING  
Printed name of Notary (Seal if signed in state other than S.C.)



32

Richland County ROD

Richland County Auditor Paul Brawley 2007



Instrument: 1998051692

Book/Page: R152 : 173

Date/Time: 8/17/1998 4:31:32 PM

Building 109 Unit F

Signed, seal and delivered  
in the presence of:

Betty R. Crosscope  
Witness  
Amie Flachs  
Witness

L. Louise Bryant  
Witness  
Cindy Happel  
Witness

[Signature]  
Signature: First Owner (as appearing on deed)

Date: January 11, 1998

[Signature]  
(Print name as above)

Signature: Additional Owner (as appearing on deed)

Date: \_\_\_\_\_

(Print name as above)

STATE OF South Carolina )  
(State where signed) )  
COUNTY OF Richland )  
(County where signed)

ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Catherine J. Crosscope personally appeared before me this day and  
(Print name)

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 11 day of JANUARY, 1998.

[Signature]  
Notary Public for South Carolina

My Commission Expires: 2/28/99

Marion Tusson Smirk  
Printed name of Notary (Attach seal if signed other than in South Carolina)

33

Richland County ROD

Richland County Auditor Paul Brawley 2007

Building 107 Unit GSigned, seal and delivered  
in the presence of:Jessie R. Long  
WitnessFrances M. Finch  
Witness

Witness

Witness

Maria Cathleen Beauzay  
Signature: First Owner (as appearing on deed)Date: March 4, 1998MARIA CATHLEEN BEAUZAY  
(Print name as above)

Signature: Additional Owner (as appearing on deed)

Date: \_\_\_\_\_

(Print name as above)

STATE OF SOUTH CAROLINA )  
(State where signed)  
COUNTY OF RICHLAND )  
(County where signed)ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

MARIA CATHERINE BEAUZAY, personally appeared before me this day and  
(Print name)

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 4 day of MARCH, 1998.M. Judson Smith  
Notary Public for South CarolinaMy Commission Expires: 2/28/99MARION JUDSON SMITH  
Printed name of Notary (Attach seal if signed other than in South Carolina)

34

Richland County ROD

Richland County Auditor Paul Brawley 2007

Lender Endorsement of the First Amendment  
To The Master Deed For Wheaton Court

Unit: 107-G Owner: Maria Catherine Beauzay

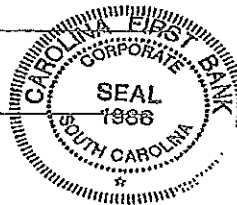
By executing below, the undersigned representative of Carolina First Bank, being the first mortgage holder for Unit 107-G Thornwell Court, located in Columbia, S.C. and owned by Maria Catherine Beauzay, does hereby acknowledge receipt of the proposed changes to the Master Deed and Bylaws of the Wheaton Court Homeowner's Association, does signify that he or she has been granted the authority to execute this document by Carolina First Bank and does attest to the fact that Carolina First Bank does hereby grant its consent to the changes outlined in this document.

[Signature]  
Witness

[Signature]  
Carolina First Bank

[Signature]  
Witness

Date: 5/26/98



State of South Carolina )  
(State where signed) )  
County of Richland )  
(County where Signed)

Acknowledgment  
S.C. sec. 30-5-30  
(Effective January 1, 1995)

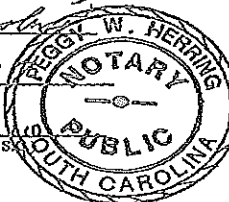
I, Notary Public for Richland County do hereby certify that  
DEBORAH R. KYZER, personally appeared before me this  
(print name of individual signing)  
day and acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 26 day of may, 1998.

[Signature]  
Notary Public for South Carolina

My Commission Expires: 2/11/00

PEGGY W. HERRING  
Printed name of Notary (Seal if signed in state other than S.C.)



35

Richland County ROD

Richland County Auditor Paul Brawley 2007

Instrument: 1998051692

Book/Page: R152:176

Date/Time: 8/17/1998 4:31:32 PM

Building 109 Unit GSigned, seal and delivered  
in the presence of:Sandra H. House  
WitnessMelanie Simon  
WitnessSandra H. House  
WitnessMelanie Simon  
WitnessWilliam M. Perreyclear Jr.  
Signature: First Owner (as appearing on deed)Date: Dec. 22, 1997William M. Perreyclear Jr.  
(Print name as above)Anna D. Perreyclear  
Signature: Additional Owner (as appearing on deed)Date: Dec. 22, 1997Anna D. Perreyclear  
(Print name as above)STATE OF South Carolina )  
(State where signed) )  
COUNTY OF Lexington )  
(County where signed)ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)I, a Notary Public for South Carolina do hereby certify that William M. Perreyclear Jr.  
and Anna D. Perreyclear, personally appeared before me this day and  
(Print name)

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 22 day of December, 1997.Debra Shoemaker  
Notary Public for South CarolinaMy Commission Expires: April 7, 2007Debra Shoemaker  
Printed name of Notary (Attach seal if signed other than in South Carolina)

36

Richland County ROD

Richland County Auditor Paul Brawley 2007

Instrument: 1998051692

Book/Page: R152 : 177

Date/Time: 8/17/1998 4:31:32 PM

Building 103 Unit H

Signed, seal and delivered  
in the presence of:

Willie D. Diggins  
Witness  
Charles D. Diggins  
Witness

Willie D. Diggins  
Witness  
Charles D. Diggins  
Witness

Electa Anderson  
Signature: First Owner (as appearing on deed)  
Date: 12-22-97

Electa A. Anderson  
(Print name as above)  
Lois H. Anderson  
Signature: Additional Owner (as appearing on deed)  
Date: Dec. 22, 1997  
Lois H. Anderson  
(Print name as above)

STATE OF South Carolina )  
(State where signed) )  
COUNTY OF Richland )  
(County where signed)

ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that  
Electa Anderson & Lois Anderson  
(Print name), personally appeared before me this day and  
acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 22 day of December, 1997.

M. Jackson Smith  
Notary Public for South Carolina  
My Commission Expires: 2/28/99  
MARION JUDSON SMITH  
Printed name of Notary (Attach seal if signed other than in South Carolina)

37

Richland County ROD

Richland County Auditor Paul Browley 2007

Instrument: 1998051692

Book/Page: R152 : 178

Date/Time: 8/17/1998 4:31:32 PM

Building 107 Unit HSigned, seal and delivered  
in the presence of:John A. Kelly  
Witness[Signature]  
Witness

Witness

Witness

Donald E. Farmer  
Signature: First Owner (as appearing on deed)Date: 3-25-98Donald E. Farmer  
(Print name as above)

Signature: Additional Owner (as appearing on deed)

Date: \_\_\_\_\_

(Print name as above)

STATE OF \_\_\_\_\_ )  
(State where signed) )  
COUNTY OF \_\_\_\_\_ )  
(County where signed)ACKNOWLEDGMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Donald E. Farmer  
(Print name), personally appeared before me this day and

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 25 day of MARCH, 1997.M. Judson Smith  
Notary Public for South CarolinaMy Commission Expires: 4/28/99MARION JUDSON SMITH  
Printed name of Notary (Attach seal if signed other than in South Carolina)

38

Richland County ROD

Richland County Auditor Paul Brawley 2007

Instrument: 1998051692

Book/Page: R152 : 179

Date/Time: 8/17/1998 4:31:32 PM

Building 109 Unit 14Signed, seal and delivered  
in the presence of:Karen Madison  
WitnessJames Braxton  
Witness

Witness

Witness

Bobbi L. Hawks  
Signature: First Owner (as appearing on deed)Date: 12-24-97Bobbi L. Hawks  
(Print name as above)

Signature: Additional Owner (as appearing on deed)

Date:

(Print name as above)

STATE OF South Carolina )  
(State where signed)  
COUNTY OF Richland )  
(County where signed)ACKNOWLEDGEMENT  
S.C. sec. 30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina do hereby certify that

Bobbi L. Hawks  
(Print name), personally appeared before me this day and

acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 24 day of December, 1997.M. Judson Smith  
Notary Public for South CarolinaMy Commission Expires: 2/28/99

39

**Lender Endorsement of the First Amendment  
To The Master Deed For Wheaton Court**

Unit: 109-H Owner: Bobbie L. Hawks

By executing below, the undersigned representative of First Union Mortgage Corporation, being the first mortgage holder for Unit 109-H Thornwell Court, located in Columbia, S.C. and owned by Bobbie L. Hawks, does hereby acknowledge receipt of the proposed changes to the Master Deed and Bylaws of the Wheaton Court Homeowner's Association, does signify that he or she has been granted the authority to execute this document by First Union Mortgage Corporation and does attest to the fact that First Union Mortgage Corporation does hereby grant its consent to the changes outlined in this document.

Salma Seferin  
Witness  
Bruce Hill  
Witness

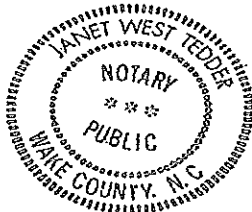
Naren Davis  
First Union Mortgage Corporation  
Date: 5-29-98

State of North Carolina )  
(State where signed)  
County of Wake )  
(County where Signed)

Acknowledgment  
S.C. sec. 30-5-30  
(Effective January 1, 1995)

I, Notary Public for Wake Co., NC do hereby certify that  
Karen Davis personally appeared before me this  
(print name of individual signing)  
day and acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 29th day of May, 1998



Janet West Tedder  
Notary Public for Wake Co., NC

My Commission Expires: 6-07-2000  
Janet West Tedder  
Printed name of Notary (Seal if signed in state other than S.C.)

40

Richland County ROD

Richland County Auditor Paul Brawley 2007



## Affidavit

I, Marion Judson Smith, Treasurer of the Wheaton Court Homeowners Association, do hereby attest :

- (a) that the Wheaton Court Homeowners Association did send by U.S. mail to each of the 32 property owners of Wheaton Court the request for approval of the amendment to the Master Deed and Bylaws of Wheaton Court to which this affidavit is attached;
- (b) that the written approval of 66 2/3% of the ownership interest in the common elements is required by the Master Deed and Bylaws of Wheaton Court to approve said amendment, that the properly executed signature pages recorded herewith (spreadsheet attached) were received by the Wheaton Court Homeowners Association and that the approval evidenced by these signature pages does constitute 72.34 % of the ownership interest in the Common Elements;
- (c) that there are presently 30 first mortgage holders encumbering the 32 apartments that make up Wheaton Court, that the written approval or the lack of response within 30 days from the posting of the attached notices to and requests for approval from these mortgage holders by 66 2/3% (20) of the first mortgage holders encumbering units in Wheaton Court is required by the Master Deed and Bylaws of Wheaton Court to approve said amendment;
- (d) that the Wheaton Court Homeowners Association did send by U.S. mail the attached correspondence, addressed to the twenty (21) mortgage lenders referenced above at addresses provided by the owners of the respective units (see spreadsheet), and that the six (6) responses are the complete response to the above referenced notice and request for approval received from the first mortgage holders encumbering units in Wheaton Court.

M. Judson Smith 7/15/98  
M. Judson Smith, Treasurer, Wheaton Court HOA

Personally appeared before me this 15 day of July, 1998, the undersigned, , did affirm:

State of South CAROLINA )  
(State where signed) )  
County of Richland )  
(County where Signed)

Acknowledgment  
S.C. sec. 30-5-30  
(Effective January 1, 1995)

I, Notary Public for Richland, South Carolina hereby certify that M. Judson Smith, Treasurer of the Wheaton Court Homeowners Association personally appeared before me this day and acknowledged the due execution of this foregoing instrument.

Witness my hand and seal this 15 day of July, 1998

R. M. Linger  
Notary Public for South Carolina

My Commission Expires: 1-23-99

R. M. Linger  
Printed name of Notary (Seal if signed in state other than S.C.)

Richland County ROD

Richland County Auditor Paul Brawley 2007

## Approval of Document Changes

Approved			
Unit	Ownership	Name	Approval
107-E	3.2788	Adams	3.2788
107-E	3.2788	Anderson C	3.2788
103-A	3.2788	Anderson E	3.2788
103-B	3.2788	Anderson E	3.2788
103-D	3.2788	Anderson E	3.2788
103-H	3.2788	Anderson E	3.2788
105-A	3.2788	Anderson E	3.2788
105-E	3.2788	Anderson E	3.2788
107-A	3.2788	Anderson E	3.2788
107-G	3.2788	Beauzay	3.2788
107-C	3.2788	Clements	3.2788
109-C	2.6836	Duncan	2.6836
107-H	3.2788	Farmer	3.2788
109-H	2.6836	Hawks	2.6836
109-B	2.6836	Ness	2.6836
103-F	3.2788	Patrich	3.2788
109-F	2.6836	Peacock	2.6836
105-B	3.2788	Perez	3.2788
109-G	2.6836	Perreyclear	2.6836
107-F	3.2788	Schultz	3.2788
103-C	3.2788	Skinner	3.2788
105-F	3.2788	Thigpen	3.2788
105-D	3.2788	Zini	3.2788
			72.34%
Uncommitted			
Unit	Ownership	Name	
105-G	3.2788	Craft	
103-G	3.2788	Jordan	
105-H	3.2788	Parker	
109-D	2.6836	Salter	
109-E	2.6836	Salter	
103-E	3.2788	Seabrooks	
107-D	3.2788	Singleton	
109-A	2.6836	Thompson	
105-C	3.2788	White	
	27.66%		

Currently have  
40.7783 %

Richland County ROD

Richland County Auditor Paul Brawley 2007

Richland County Auditor Paul Brawley 2007

107-B	Kevin T. Adams	First Palmetto Savings Bank	Attn. Kevin Adams	P.O. Box 883	Immo	SC	29063
107-E	Charles Anderson	No Loan					
108-A	Eleda A. and Lois H. Anderson	First Palmetto Savings Bank	Attn. Kevin Adams	P.O. Box 883	Immo	SC	29063
103-B	Eleda A. and Lois H. Anderson	First Palmetto Savings Bank	Attn. Kevin Adams	P.O. Box 883	Immo	SC	29063
103-D	Eleda A. and Lois H. Anderson	First Palmetto Savings Bank	Attn. Kevin Adams	P.O. Box 883	Immo	SC	29063
103-H	Eleda A. and Lois H. Anderson	First Palmetto Savings Bank	Attn. Kevin Adams	P.O. Box 883	Immo	SC	29063
105-A	Eleda A. and Lois H. Anderson	First Palmetto Savings Bank	Attn. Kevin Adams	P.O. Box 883	Immo	SC	29063
105-E	Eleda A. and Lois H. Anderson	First Palmetto Savings Bank	Attn. Kevin Adams	P.O. Box 883	Immo	SC	29063
107-A	Eleda A. and Lois H. Anderson	First Palmetto Savings Bank	Attn. Kevin Adams	P.O. Box 883	Immo	SC	29063
107-G	Maria Catherine Beauregard	Carolina First	P.O. Box 12005		Columbia	SC	29211
107-C	Don K. Clements						
105-G	A. Craft						
108-C	Thomas Edwin Duncan	First Union Mortgage Corp.	Customer Services Dept.	P.O. Box 900001	Raleigh	NC	27675-90000
107-H	Donald E. Farmer	S.C. State Housing Authority	P.O. Box 2326		Columbia	SC	29202
108-H	Bobbie L. Hawkins	First Union Mortgage Corp.	Customer Services Dept.	P.O. Box 900001	Raleigh	NC	27675-90000
103-G	Jacque Jordan						
109-B	Craig Thomas Ness	First Union Mortgage Corp.	Customer Service Dept.	P.O. Box 900001	Raleigh	NC	27675-90000
105-H	Don Parker						
103-F	Walter L. Patch	No Loan					
109-F	Catherine J. Patterson						
105-B	Angie Perez	S.C. State Housing Authority	P.O. Box 2326		Columbia	SC	29202
108-G	William M. and Anna D. Perry	First Union Mortgage Corp.	Customer Service Dept.	P.O. Box 900001	Raleigh	NC	27675-90000
109-D	Carols Salter						
109-E	Carols Salter						
107-F	Susan C. Schultz	Carolina First	P.O. Box 12005		Columbia	SC	29211
103-E	Sonya Seabrooks						
107-D	Angela Singleton	United Companies	P.O. Box 224807		Dallas	Texas	75222-4807
105-F	Margaret Jeanine Skinner						
109-A	Michael R. Thompson	Nationsbank of South Carolina	P.O. Box 105737		Atlanta	GA	30348-5737
105-C	Scott Thompson	First Union Mortgage Corp.	Customer Service Dept.	P.O. Box 900001	Raleigh	NC	27675-90000
105-D	Darryl L. White	First Mortgage Group	P.O. Box 3139		Milwaukee	Wisconsin	53201-3139
	Zini						

NationsBank of South Carolina  
P.O. Box 105737  
Atlanta, Ga. 30348-5737

5/16/98

Dear Mortgage Holder:

The proposed changes to the Master Deed and Bylaws of the Wheaton Court Homeowners Association which are attached to this correspondence have been approved by more than the required two-thirds (2/3) vote of the members of the Association. The purpose of these changes is to simplify the language in the documents for the Association's members, to provide the very small number of owners (three to five) who choose to involve themselves in the operation of the Association with a more clear definition of the authority granted to the Association and its Board and of the tools that are available to control the environment within the physical community. In addition, it is hoped that these proposed changes afford this very small group of volunteers the opportunity to operate the Association with less administrative constraint and that they help to reduce the general cost of operation. The changes were prepared with the help of the Association's attorney, Richard M. Unger.

The final step in this process is the required approval of two-thirds of the mortgage holders within the community. Attached to the last page of the document is a signature page for each unit, or for each of the units, on which you hold a mortgage. Please be so kind as to review the document and to execute and return the signature page to me at the following address: Jud Smith, MJS Inc., Treasurer, Wheaton Court Homeowners Association, P.O. Box 6653: Columbia, S.C., 20260-6653. Should you disagree with the changes, in total or in part, please send notice detailing the areas in which you disagree and the reasons for that disagreement to the same address. Should you have questions regarding these changes I can be reached by telephone at (803) 782-7418. My fax number is (803) 782-0480.

Each Mortgage Holder package has been sent to the lending institution and address provided by the owner of the unit. Failure to respond to this request within a thirty (30) day period from the date of posting of this correspondence will result in forfeiture of a mortgage holder's right of consent. Should the Association not receive a response to this request by 5:00 PM on June 16, 1998, the Association's Board will view the lack of a response as an affirmative vote. Thank you in advance for your attention to this matter.

Yours truly,

Jud Smith, MJS Inc.

Address

Unit 105-F Thomwell Court, Columbia, SC, 29205

Owner

Michael R. Thigpen

Richland County ROD

Richland County Auditor Paul Brawley 2007

S.C. State Housing Authority  
P.O. Box 2326  
Columbia, S.C. 29202

5/16/98

Dear Mortgage Holder:

The proposed changes to the Master Deed and Bylaws of the Wheaton Court Homeowners Association which are attached to this correspondence have been approved by more than the required two-thirds (2/3) vote of the members of the Association. The purpose of these changes is to simplify the language in the documents for the Association's members, to provide the very small number of owners (three to five) who choose to involve themselves in the operation of the Association with a more clear definition of the authority granted to the Association and its Board and of the tools that are available to control the environment within the physical community. In addition, it is hoped that these proposed changes afford this very small group of volunteers the opportunity to operate the Association with less administrative constraint and that they help to reduce the general cost of operation. The changes were prepared with the help of the Association's attorney, Richard M. Unger.

The final step in this process is the required approval of two-thirds of the mortgage holders within the community. Attached to the last page of the document is a signature page for each unit, or for each of the units, on which you hold a mortgage. Please be so kind as to review the document and to execute and return the signature page to me at the following address: Jud Smith, MJS Inc., Treasurer, Wheaton Court Homeowners Association, P.O. Box 6653: Columbia, S.C., 20260-6653. Should you disagree with the changes, in total or in part, please send notice detailing the areas in which you disagree and the reasons for that disagreement to the same address. Should you have questions regarding these changes I can be reached by telephone at (803) 782-7418. My fax number is (803) 782-0480.

Each Mortgage Holder package has been sent to the lending institution and address provided by the owner of the unit. Failure to respond to this request within a thirty (30) day period from the date of posting of this correspondence will result in forfeiture of a mortgage holder's right of consent. Should the Association not receive a response to this request by 5:00 PM on June 16, 1998, the Association's Board will view the lack of a response as an affirmative vote. Thank you in advance for your attention to this matter.

Yours truly,

Jud Smith, MJS Inc.

Address

Unit 109-F Thornwell Court, Columbia, SC, 29205  
Unit 105-B Thornwell Court, Columbia, SC, 29205  
Unit 107-H Thornwell Court, Columbia, SC, 29205

Owner ..

Catherine J. Crosscops (Peacock)  
Angie Perez  
Donald E. Farmer

Richard County ROD

Richard County Auditor Paul Brawley 2007

Fleet Mortgage Group  
P.O. Box 3139  
Milwaukee, Wisconsin 53201-3139

5/18/98

Dear Mortgage Holder:

The proposed changes to the Master Deed and Bylaws of the Wheaton Court Homeowners Association which are attached to this correspondence have been approved by more than the required two-thirds (2/3) vote of the members of the Association. The purpose of these changes is to simplify the language in the documents for the Association's members, to provide the very small number of owners (three to five) who choose to involve themselves in the operation of the Association with a more clear definition of the authority granted to the Association and its Board and of the tools that are available to control the environment within the physical community. In addition, it is hoped that these proposed changes afford this very small group of volunteers the opportunity to operate the Association with less administrative constraint and that they help to reduce the general cost of operation. The changes were prepared with the help of the Association's attorney, Richard M. Unger.

The final step in this process is the required approval of two-thirds of the mortgage holders within the community. Attached to the last page of the document is a signature page for each unit, or for each of the units, on which you hold a mortgage. Please be so kind as to review the document and to execute and return the signature page to me at the following address: Jud Smith, MJS Inc., Treasurer, Wheaton Court Homeowners Association, P.O. Box 6653: Columbia, S.C., 29260-6653. Should you disagree with the changes, in total or in part, please send notice detailing the areas in which you disagree and the reasons for that disagreement to the same address. Should you have questions regarding these changes I can be reached by telephone at (803) 782-7418. My fax number is (803) 782-0480.

Each Mortgage Holder package has been sent to the lending institution and address provided by the owner of the unit. Failure to respond to this request within a thirty (30) day period from the date of posting of this correspondence will result in forfeiture of a mortgage holder's right of consent. Should the Association not receive a response to this request by 5:00 PM on June 19, 1998, the Association's Board will view the lack of a response as an affirmative vote. Thank you in advance for your attention to this matter.

Yours truly,

Jud Smith, MJS Inc.

Address

Unit 105-D Thornwell Court, Columbia, SC, 29205

Owner

Darryl L. Zini

Richland County ROD

Richland County Auditor Paul Brawley 2007

United Companies Lending Co.  
4041 Essen Ln,  
Suite 101  
Baton Rouge, La. 70809

6/1/98

Dear Mortgage Holder: .

The proposed changes to the Master Deed and Bylaws of the Wheaton Court Homeowners Association which are attached to this correspondence have been approved by more than the required two-thirds (2/3) vote of the members of the Association. The purpose of these changes is to simplify the language in the documents for the Association's members, to provide the very small number of owners (three to five) who choose to involve themselves in the operation of the Association with a more clear definition of the authority granted to the Association and its Board and of the tools that are available to control the environment within the physical community. In addition, it is hoped that these proposed changes afford this very small group of volunteers the opportunity to operate the Association with less administrative constraint and that they help to reduce the general cost of operation. The changes were prepared with the help of the Association's attorney, Richard M. Unger.

The final step in this process is the required approval of two-thirds of the mortgage holders within the community. Attached to the last page of the document is a signature page for each unit, or for each of the units, on which you hold a mortgage. Please be so kind as to review the document and to execute and return the signature page to me at the following address: Jud Smith, MJS Inc., Treasurer, Wheaton Court Homeowners Association, P.O. Box 6653: Columbia, S.C., 20260-6653. Should you disagree with the changes, in total or in part, please send notice detailing the areas in which you disagree and the reasons for that disagreement to the same address. Should you have questions regarding these changes I can be reached by telephone at (803) 782-7418. My fax number is (803) 782-0480.

Each Mortgage Holder package has been sent to the lending institution and address provided by the owner of the unit. Failure to respond to this request within a thirty (30) day period from the date of posting of this correspondence will result in forfeiture of a mortgage holder's right of consent. Should the Association not receive a response to this request by 5:00 PM on July 2, 1998, the Association's Board will view the lack of a response as an affirmative vote. Thank you in advance for your attention to this matter.

Yours truly,

Jud Smith, MJS Inc.

Address

Unit 107-D Thornwell Court, Columbia, SC, 29205

Owner

Angela Singleton

Richland County ROD

Richland County Auditor Paul Browley 2007

First Union Mortgage Corp.  
Customer Loan Service Center  
P.O. Box 900001  
Raleigh, N.C. 27675-90000

5/16/98

Dear Mortgage Holder:

The proposed changes to the Master Deed and Bylaws of the Wheaton Court Homeowners Association which are attached to this correspondence have been approved by more than the required two-thirds (2/3) vote of the members of the Association. The purpose of these changes is to simplify the language in the documents for the Association's members, to provide the very small number of owners (three to five) who choose to involve themselves in the operation of the Association with a more clear definition of the authority granted to the Association and its Board and of the tools that are available to control the environment within the physical community. In addition, it is hoped that these proposed changes afford this very small group of volunteers the opportunity to operate the Association with less administrative constraint and that they help to reduce the general cost of operation. The changes were prepared with the help of the Association's attorney, Richard M. Unger.

The final step in this process is the required approval of two-thirds of the mortgage holders within the community. Attached to the last page of the document is a signature page for each unit, or for each of the units, on which you hold a mortgage. Please be so kind as to review the document and to execute and return the signature page to me at the following address: Jud Smith, MJS Inc., Treasurer, Wheaton Court Homeowners Association, P.O. Box 6653: Columbia, S.C., 20260-6653. Should you disagree with the changes, in total or in part, please send notice detailing the areas in which you disagree and the reasons for that disagreement to the same address. Should you have questions regarding these changes I can be reached by telephone at (803) 782-7418. My fax number is (803) 782-0480.

Each Mortgage Holder package has been sent to the lending institution and address provided by the owner of the unit. Failure to respond to this request within a thirty (30) day period from the date of posting of this correspondence will result in forfeiture of a mortgage holder's right of consent. Should the Association not receive a response to this request by 5:00 PM on June 16, 1998, the Association's Board will view the lack of a response as an affirmative vote. Thank you in advance for your attention to this matter.

Yours truly,

Jud Smith, MJS Inc.

Address	Owner
Unit 109-C Thornwell Court, Columbia, SC, 29205	Thomas Erwin Duncan
Unit 109-H Thornwell Court, Columbia, SC, 29205	Bobbie L. Hawks
Unit 109-B Thornwell Court, Columbia, SC, 29205	Craig Thomas Ness
Unit 109-G Thornwell Court, Columbia, SC, 29205	William M. and Anna D. Perryclear

Richland County ROD

Richland County Auditor Paul Brawley 2007



First Union Mortgage Corp.  
Customer Loan Service Center  
P.O. Box 900001  
Raleigh, N.C. 27675-90000

5/16/98

Dear Mortgage Holder:

The proposed changes to the Master Deed and Bylaws of the Wheaton Court Homeowners Association which are attached to this correspondence have been approved by more than the required two-thirds (2/3) vote of the members of the Association. The purpose of these changes is to simplify the language in the documents for the Association's members, to provide the very small number of owners (three to five) who choose to involve themselves in the operation of the Association with a more clear definition of the authority granted to the Association and its Board and of the tools that are available to control the environment within the physical community. In addition, it is hoped that these proposed changes afford this very small group of volunteers the opportunity to operate the Association with less administrative constraint and that they help to reduce the general cost of operation. The changes were prepared with the help of the Association's attorney, Richard M. Unger.

The final step in this process is the required approval of two-thirds of the mortgage holders within the community. Attached to the last page of the document is a signature page for each unit, or for each of the units, on which you hold a mortgage. Please be so kind as to review the document and to execute and return the signature page to me at the following address: Jud Smith, MJS Inc., Treasurer, Wheaton Court Homeowners Association, P.O. Box 6653: Columbia, S.C., 29260-6653. Should you disagree with the changes, in total or in part, please send notice detailing the areas in which you disagree and the reasons for that disagreement to the same address. Should you have questions regarding these changes I can be reached by telephone at (803) 782-7418. My fax number is (803) 782-0480.

Each Mortgage Holder package has been sent to the lending institution and address provided by the owner of the unit. Failure to respond to this request within a thirty (30) day period from the date of posting of this correspondence will result in forfeiture of a mortgage holder's right of consent. Should the Association not receive a response to this request by 5:00 PM on June 19, 1998, the Association's Board will view the lack of a response as an affirmative vote. Thank you in advance for your attention to this matter.

Yours truly,

Jud Smith, MJS Inc.

AddressOwner

Unit 109-A Thomwell Court, Columbia, SC, 29205

Irvin Thompson

Richland County ROD

Richland County Auditor Paul Brawley 2007

Carolina First  
P.O. Box 12005  
Columbia, S.C. 29211

5/165/98

Dear Mortgage Holder:

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Yours truly,

Jud Smith, MJS Inc.

Owner

Address

Unit 107-G Thomwell Court, Columbia, SC, 29205  
Unit 107-F Thomwell Court, Columbia, SC, 29205

Maria Catherine Beauzay  
Susan C. Schultz

Richland County ROD

Richland County Auditor Paul Brawley 2007

First Palmetto Savings Bank  
P.O. Box 883  
Irmo, S.C. 29063  
Attn. Kevin Adams

5/16/98

Dear Mortgage Holder:

The proposed changes to the Master Deed and Bylaws of the Wheaton Court Homeowners Association which are attached to this correspondence have been approved by more than the required two-thirds (2/3) vote of the members of the Association. The purpose of these changes is to simplify the language in the documents for the Association's members, to provide the very small number of owners (three to five) who choose to involve themselves in the operation of the Association with a more clear definition of the authority granted to the Association and its Board and of the tools that are available to control the environment within the physical community. In addition, it is hoped that these proposed changes afford this very small group of volunteers the opportunity to operate the Association with less administrative constraint and that they help to reduce the general cost of operation. The changes were prepared with the help of the Association's attorney, Richard M. Unger.

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Yours truly,

Jud Smith, MJS Inc.

Address

Unit 107-B Thornwell Court, Columbia, SC, 29205  
Unit 103-A Thornwell Court, Columbia, SC, 29205  
Unit 103-B Thornwell Court, Columbia, SC, 29205  
Unit 103-D Thornwell Court, Columbia, SC, 29205  
Unit 103-H Thornwell Court, Columbia, SC, 29205  
Unit 105-A Thornwell Court, Columbia, SC, 29205  
Unit 105-B Thornwell Court, Columbia, SC, 29205  
Unit 107-A Thornwell Court, Columbia, SC, 29205

Owner

Kevin T. Adams  
Electa A. and Lois H. Anderson  
Electa A. and Lois H. Anderson  
Electa A. and Lois H. Anderson  
Electa A. and Lois H. Anderson  
Electa A. and Lois H. Anderson  
Electa A. and Lois H. Anderson  
Electa A. and Lois H. Anderson

Richland County Auditor Paul Bramley 2007

Richland County ROD