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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

THE GATHERING ASSOCIATES, L.P.)
A South Carolina Limited)
Partnership)
)
)
TO)
)
THE GATHERINGS HORIZONTAL)
PROPERTY Regime I)
)
)
)

AMENDMENT
TO MASTER DEED OF
THE GATHERINGS HORIZONTAL
PROPERTY Regime I
FOR LI (51)

WHEREAS, on the 27th day of September, 1984, The Gatherings, Inc. executed a Master Deed establishing The Gatherings Horizontal Property Regime I (hereinafter sometimes referred to as the "Regime"), which Master Deed was recorded on September 27, 1984, in Deed Book 404 at Page 622 in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina (hereinafter referred to as "Master Deed"); and

WHEREAS, the said Master Deed reserved the right in favor of its Grantor, its successors, grantees or assigns, that the project be divided into a number of phases being activated by the original Master Deed with the provision that future phases of the property could be made a part of The Gatherings Horizontal Property Regime I at the election of Grantor, and upon the filing of amendments submitting said properties to said Regime; and,

WHEREAS, subsequent to the original Master Deed, numerous Amendments to Master Deed have been filed by the original Grantor the purpose of which were to add additional phases to the Regime, the most recent such Amendment of the said original Grantor being filed for Phase XXXVII (47), said Annexation Declaration being dated January 12, 1988, and being recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 494 at Page 1386 as modified by Correction to Master Deed Amendment dated February 4, 1988, and recorded in Deed Book 495 at Page 2124; and,

WHEREAS, the future phase property was described in the original Master Deed on Exhibit "A" thereto as the "Land-Master Plan Land for The Gatherings Horizontal Property Regime I"; and,

WHEREAS, on or about September 29, 1988, the original Grantor conveyed a portion of said future phase property unto The Gatherings Associates, L.P., a South Carolina limited partnership (the Declarant herein) by virtue of a deed dated September 29, 1988, and

BETHEA, JORDAN
& GRIFFIN, P.A.
ATTORNEYS AND
COUNSELORS AT LAW

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
* 600	41		158B	

recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 512 at Page 355; and,

WHEREAS, as part of said conveyance, the original Grantor, under the original Master Deed, assigned all of its rights possessed by virtue of the original Master Deed unto the Declarant herein by virtue of the aforementioned deed, by virtue of that document entitled Termination and Abandonment of Rights recorded in Deed Book 512 at Page 375, and by virtue of the Absolute Assignment recorded in Deed Book 512 at Page 386, said rights including privileges, permits, easements, licenses, approvals and all reserved rights under the aforementioned Master Deed; and,

WHEREAS, The Gatherings Associates, L.P., as Declarant herein, is the successor in interest to the original Grantor as it relates to the condominium reserved rights for the Regime and the future phase property; and,

WHEREAS, the Declarant herein has filed Amendments to Master Deed which have had the effect of adding Phases XLVIII (48), XLIX (49) and L (50), the latest Amendment having been filed January 29, 1990 for Phase L (50) in the RMC Office for Beaufort County, South Carolina, in Deed Book 545 at Page 457; and,

WHEREAS, it is the intent and desire of Grantor herein to further amend the Master Deed pursuant to its reserved rights so as to add Phase LI (51) to The Gatherings Horizontal Property Regime I.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that The Gatherings Associates, L.P., a South Carolina limited partnership ("Declarant"), as the successor in title to The Gatherings, Inc. ("Grantor") with respect to the portion of the future phase property as hereafter described, and as the Declarant herein, with its principal offices on Hilton Head Island, South Carolina, does hereby declare:

1. **RECITALS**: The hereinabove recitals are hereby incorporated by reference in this Amendment.

2. **DEFINITION OF DECLARANT**: For purposes of this Amendment, The Gatherings Associates, L.P. is referred to as the "Declarant." "Declarant" shall have the same meaning as "Grantor" as set forth in the original Master Deed.

3. **GENERAL NARRATIVE**: As noted above in the recitals, the Declarant herein is an assignee of the original Grantor under The Gatherings Horizontal Property Regime I. The Declarant has engaged in site redesign and land planning with respect to the development of the balance of the real property which was conveyed by Grantor as referenced above. Declarant has also modified the building type, construction techniques, and floor plans. The

architectural drawings for Phase XLVIII (48) and certain subsequent phase units, including Phases XLVIX (49) and L (50), were prepared by G. Wayne Windham, A.I.A., of the Dolphin Corporation Architectural Design Group. Accordingly, a full set of said floor plans for the revised units were attached as an exhibit to the last Amendment to Master Deed. The architectural drawings for the within Phase LI (51), have also been modified as to building type and floor plans. Said floor plans were prepared by Greg Caldwell, draftsman. A full set of the floor plans is attached to this Amendment as hereinafter described. Any further modifications will be noted in subsequent Amendments. Despite the change in floor plans and site layout so as to provide for single-unit buildings as shown for this Phase, the Declarant herein is maintaining the original intent of the Grantor that all units within the Regime shall bear the common expenses equally so that the percentage interest of each unit is identical. As reserved in the original Master Deed, the above floor plans and other design criteria may be modified by Declarant, or its successors, for future phases.

4. CREATION PHASE LI (51): Declarant does hereby elect to exercise and does hereby exercise the options and rights hereinabove referred to and more particularly set forth in the Master Deed of The Gatherings Horizontal Property Regime I recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Deed Book 404 at Page 622, et seq., to amend said Master Deed to include the Phase LI (51) property more particularly described and set forth in **EXHIBIT "A"** hereto as a part of the Regime in such a way that, effective upon the filing of this Amendment, the property included in The Gatherings Horizontal Property Regime I shall be as described in **EXHIBIT "B"** hereto, which description includes the Phase I through Phase LI (51) properties. Further, Exhibit "B-1" reflects the remaining acreage owned by Declarant which may be the subject of future phases and subsequent Amendments.

5. LAND: Declarant is the sole owner of the land described in **EXHIBIT "A"** herein, which land is shown on a plat of an as-built survey prepared by Coastal Surveying Company, said plat being designated as **EXHIBIT "C"** to this Amendment attached hereto and incorporated herein.

6. PHASE LI (51) PROPERTY; REGIME: Declarant, by duly executing this Amendment to the Master Deed, does hereby submit the Land referred to in Paragraph 5, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Master Deed, as amended, and the provisions of the Horizontal Property Act of the State of South Carolina (hereinafter the "Act"), and does hereby state that it proposes to make the property a part of The Gatherings Horizontal Property Regime I to be governed by the provisions of the

aforementioned Master Deed, as amended, and the provisions of the Horizontal Property Act of South Carolina.

7. IMPROVEMENTS: The improvements constructed on and forming a part of the Property are constructed in accordance with the floor plans identified as EXHIBIT "D" to this Amendment for Phase LI (51), which floor plans are incorporated herein by reference. Said plans were prepared by Greg Caldwell, Draftsman. Also attached to this Amendment as EXHIBIT "E" is a Certificate by an architect that the buildings constructed on the Phase LI (51) Property, was constructed substantially in accordance with said plans.

8. UNITS:

8.1 General Description. The property within Phase LI (51) which is being added to and combined with Phases I through L (50) of the Regime includes two (2) two (2) story buildings each containing one (1) individual dwelling unit (hereinafter referred to as "Unit") which is to be used for residential purposes. The buildings were built in a wood frame construction method, with an asphalt shingle roof. All interior and exterior walls are constructed with wood studs with plywood sheathing and beveled cypress wood exterior with gypsum board interior. The Unit is capable of individual utilization on account of having its own exits to the common elements of the Property, and a particular and exclusive property right thereto, and also an undivided interest in the general and limited common elements of the property, as set forth in the Master Deed to said Regime described above, and as hereinafter set forth, necessary for their adequate use and enjoyment (hereinafter referred to as "Common Elements"), all of the above in accordance with the Horizontal Property Act of South Carolina.

8.2 Unit Numbers. Said Units are numbered 98 and 99 and are also known as 98 and 99 Sutherland Way.

8.3 Walk Through Description: A "walk through" description of the Units is as follows:

Each Unit is a single family dwelling raised to an elevation of approximately 18 feet with parking below the first floor. The parking area has a concrete floor and over 7 feet of headroom.

Each Unit has two floors with approximately 900 square feet on the first floor and approximately 520 square feet on the second floor totaling 1,420 square feet of heated space.

The first floor consists of:

<u>Room</u>	<u>Approximate Square Feet</u>
Foyer	20
Kitchen*	130
Dining Room	130
Living Room	199
Utility Room	56
Master Bedroom	196
Master Bath/Laundry	65
Half Bath/Powder Room (Unit 98 only)	25
Closets	39
Porches	112

*Unit 98 only has a pantry cabinet in kitchen.

The second floor consists of:

Bedroom 2	196
Bedroom 3	184
Full Bath	49
Closets	102

The Unit is equipped with a dishwasher, range, and refrigerator and is built to meet the specifications of Palmetto Electric's "GOOD CENTS PROGRAM".

The only difference between Units 98 and 99 lies with the exterior front and rear stairway entrances wherein the Units have either direct or angled exterior stairways.

8.4 Owners' Responsibilities for Maintenance and Repair:

In the event that the Association determines that any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, cleaning, repair or replacement of items for which he is responsible under the Master Deed, as amended, then, in that event, except in the event of an emergency situation, the Association shall give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement at such Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, cleaning, repair or replacement deemed necessary.

Except in the event of emergency situation, such Owner shall have fifteen (15) days in which to complete said maintenance, cleaning, repair or replacement in a good and workmanlike manner or, in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete said maintenance, cleaning, repair or replacement in a good and workmanlike manner.

In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide any such maintenance, cleaning, repair or replacement at such Owner's sole cost and expense, and said cost shall be added to and become a part of the assessment to which such Owner and his Unit are subject and shall become a lien against such Unit as provided in the Master Deed and By-Laws of The Gatherings Horizontal Property Regime I.

By virtue of the above, the Association in no way accepts any duty or obligation to perform items of maintenance and repair which are the responsibility of Owners, and any actions taken pursuant to this policy shall be at the discretion of the Association and its Board.

9. ACREAGE (This Phase): The Property comprising Phase LI (51) and being hereby added to the Property of the Regime has a total of 0.360 acres, of which 2,187.1 square feet will constitute and be occupied by the Units and a total of approximately 13,494.5 square feet will constitute the remainder of the common elements.

10. TOTAL PROPERTY (Combined): The Gatherings Horizontal Property Regime I, subsequent to the filing of this Amendment and including the Phase I through LI (51) properties, will consist of a total of sixty-five (65) Units on property which has been heretofore defined in the original Master Deed, previous Amendments, and in this Amendment.

11. COMMON ELEMENTS: The common elements of the Phase LI (51) property will be generally as defined in the Act and in the original Master Deed and include the following:

11.1 The General Common Elements:

11.1.1 The Property, excluding the limited common elements and the Unit, and including, but not limited to the land on which the Unit is constructed, the foundations, roofs, gutters, exterior siding, and finish, fascia, sheathing, perimeter walls, walls and partitions separating units, foundation cross beams, external stair towers, and landings, service yard gates, walls separating Unit, load-bearing interior walls, slabs, concrete floors, mechanical chases, pipes, flues, wires, conduits, air ducts, and public utility lines located within floors or elsewhere in the building other than within the Unit, including the space actually occupied by the above.

11.1.2 The security gazebo, recreational area and facilities, all parking areas, street signs, storm drainage, retention ponds, gutters, mailbox receptacles and area, and retaining walls located on the Property.

11.1.3 All roads, ramps, walkways, paths, trees, shrubs, yards, service yards (except such parts as are designated as limited common elements), irrigation systems, gardens, etc.

11.1.4 All installations, and area occupying same, outside of the Unit for services such as power, light, telephone, television, water and other similar utilities.

11.1.5 All sewer, drainage and irrigation pipes, excluding those which are the property of the utility company.

11.1.6 Such easements as described in EXHIBIT "A" to this Amendment and those easements through the Unit for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Unit, general common elements and limited common elements and easements for access, maintenance, repair, reconstruction or replacement of structural members, equipment, installations and appurtenances, and for all other service necessary or convenient to the existence, maintenance, safety and use of the property, whether or not such easements are erected during construction of the condominium property or during reconstruction of all or any part thereof, except such easements as may be defined as "Limited Common Elements."

11.1.7 All areas not designated as a limited common element and not lying within the boundary of a Unit and all other elements of the Property constructed or to be constructed on the Property, rationally of common use or necessary to the existence, upkeep and safety of the Property and in general all other devices or installations existing for common use.

11.2 Combined Common Elements: The Common Elements of the Property, both General and Limited, and including the Phase I through Phase LI (51) Property, shall be as set forth in the Master Deed, the provisions of which are incorporated herein and made a part hereof in the same manner as if the same were expressly set forth herein except as herein modified or amended.

12. PERCENTAGE OF INTEREST IN UNITS: The percentage of title and interest appurtenant to each Unit and the Unit Owner's title and interest in the Common Elements (both General and Limited) of the Property (Phase I through Phase LI (51)) of the Regime and their share in the profits and common monthly expenses as well as proportionate representation for voting purposes in the meetings of The Gatherings Homeowners' Association, Inc. (hereinafter usually referred to as "Association") of the Regime is based upon the proportionate value of each Unit to the value of the total Property (all Phases) as set forth in EXHIBIT "D" to the original Master Deed and, effective with the filing of this Amendment, shall be 1.538%, determined by dividing sixty-five (65) Units into one hundred (100%). The proportionate representation for voting purposes and the percentage of the undivided interests in the

Common Elements (both General and Limited) provided in this paragraph shall not be altered without the acquiescence of the co-owners representing the Unit expressed in a duly recorded amendment to the Master Deed for said Regime or by an amendment filed by the Declarant in accordance with the reservations set forth in the Master Deed.

13. REAFFIRMATION OF MASTER DEED PROVISIONS: As the sole purpose of this Amendment is to add the Phase LI (51) Property to The Gatherings Horizontal Property Regime I so as to make it an integral part of said Regime, all provisions of the Master Deed, as recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina which are not modified herein, are expressly incorporated into and reaffirmed by this Amendment in the same manner as if the same were expressly set forth herein. Specifically referenced are the reservation of rights of the Declarant to add additional Units to the Regime pursuant to said Master Deed and any amendments to said Master Deed. This Amendment is intended to comply with the provisions of the aforementioned Master Deed, as amended, and the Horizontal Property Act of South Carolina. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Amendment shall not affect the validity or enforceability of the remaining portions thereof and in such event, all of the other provisions of the Amendment shall continue in full force and effect as if such invalid provision had never been included therein.

14. EXHIBITS: All Exhibits to this Amendment to Master Deed shall be an integral part of this instrument. Reference is made to the **EXHIBIT "F"** Joinder of Mortgagee, which is attached hereto and incorporated herein.

IN WITNESS WHEREOF, THE GATHERINGS ASSOCIATES, L.P. has caused these presents to be executed this 11th day of September, in the year of Our Lord One Thousand Nine Hundred Ninety-One and in the Two Hundred and Sixteenth Year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

THE GATHERINGS ASSOCIATES, L.P.
A South Carolina Limited
Partnership

By: HILTON HEAD PLANTATION
REAL ESTATE COMPANY, INC.,
GENERAL PARTNER

Teresa C. Gault

By: Robert T. Kolb
President

B. Jane Gorka

Attest: James H. Nicksa

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

P R O B A T E

BEFORE ME PERSONALLY APPEARED Teresa C. Gault, who states on oath that s/he saw the within named HILTON HEAD PLANTATION REAL ESTATE COMPANY, INC., GENERAL PARTNER FOR THE GATHERINGS ASSOCIATES, L.P., by Robert T. Kolb, its President and James H. Nicksa, as its Secretary, as its act and deed, sign, seal and deliver the within instrument, that s/he with B. Jane Gorka witnessed the execution thereof.

Teresa C. Gault

SWORN to before me this 11th
day of September, 1991.

B. Jane Gorka (L.S.)
Notary Public for South Carolina

My Commission Expires: My Commission Expires August 7, 1997

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SCHEDULE OF EXHIBITS
TO AMENDMENT TO MASTER DEED
THE GATHERINGS HORIZONTAL PROPERTY REGIME I

<u>Exhibit</u>	<u>Description</u>
"A"	Legal Description Phase LI (51) Land
"B"	Legal Description (Phase I Through Phase LI (51) Land) and Future Phase Property
"C"	As Built Survey of Phase LI (51) Land
"D"	Floor Plans for Phase LI (51) Unit
"E"	Certificate of Architect
"F"	Joinder of Mortgagee

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September 10, 1991

EXHIBIT "A"
TO AMENDMENT TO MASTER DEED
OF
THE GATHERINGS HORIZONTAL PROPERTY REGIME I
LEGAL DESCRIPTION OF LAND

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 0.360 acres, more or less, and being more particularly shown and described a parcel of 0.360 acres comprising Phase LI (51) of The Gatherings Horizontal Property Regime I, on a plat entitled "An As Built Plat of Phase LI (51) The Gatherings Horizontal Property Regime (Units 98 & 99) 0.36 Acres, A Section of The Gatherings, Bluffton Township, Beaufort County, South Carolina," said plat prepared by Coastal Surveying Company, Inc., Michael R. Dunigan, S.C.R.L.S. #11905, which plat is dated September 3, 1991 and recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 42 at Page 2. Said property is described as to the courses and distances, metes and bounds, as follows:

The Point of Commencement for the 0.360 acre parcel shall be the concrete monument being found on the north side of a 40' right-of-way known as Sutherland Way near the southwest corner of the Phase XLVIII (48) Property of The Gatherings Horizontal Property Regime; proceeding from said Point of Commencement S33°00'00"W for a distance of 40.00 feet to a point which marks the Point of Beginning; from said Point of Beginning proceeding S57°00'00"E for a distance of 123.00 feet to a concrete monument; thence proceeding S33°00'00"W for a distance of 103.05 feet to a concrete monument; thence proceeding N66°59'21"W for a distance of 2.55 feet to a concrete monument; thence proceeding N05°31'13"W for a distance of 27.94 feet to a point; thence proceeding N89°43'46"W for a distance of 29.30 feet to a point; thence proceeding S31°09'28"W for a distance of 27.63 feet to a point; thence proceeding N56°59'34"W for a distance of 14.55 feet to a concrete monument; thence proceeding S33°00'00"W for a distance of 21.48 feet to a point; thence proceeding N57°00'00"W for a distance of 65.00 feet to a point; thence proceeding N33°00'00"E for a distance of 151.48 feet to the point which marks the Point of Beginning.

If there be any discrepancies between the above courses and distances description and the aforementioned plat of record, said plat shall be controlling.

The property intended to be described herein is a portion of the same property conveyed to the within Grantor by deed of The

Exhibit "A" Amendment to Master Deed The Gatherings
Horizontal Property Regime I - Page 1

Gatherings, Inc. dated September 28, 1989, and recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 512 at Page 355.

SAVE AND EXCEPT THEREFROM, the right of ingress and egress unto the Grantor herein, its successors, assigns and grantees.

FURTHER, SAVE AND EXCEPT THEREFROM, the right of ingress and egress over and across all walkways shown on the above described plat, said reservation being unto the Grantor herein its successors and assigns and grantees.

FURTHER, SAVE AND EXCEPT from the above-described Property title to and ownership of all water and sewer lines located on said Parcel or hereafter installed thereon, together with all pipes, pumps, pumping station or other equipment or facilities located thereon, together with an easement to such lines, equipment or facilities to allow for the maintenance, repair or replacement of such lines, facilities or equipment or for the purpose of installing additional lines, equipment or facilities thereon from time to time.

FURTHER, the Grantor expressly reserves the right to improve the Property by completion of construction, improvement to the Units as needed, clearing, constructing parking facilities on the presently unimproved portions of, and adjacent to, the Property, said parking facilities on the Property to be utilized for future phases as well as previous phases, if applicable, pertaining to The Gatherings Horizontal Property Regime I.

FURTHER, Grantor expressly reserves the right to install lines, equipment and facilities for utility purposes and to grant easements over the Property for the installation of additional lines, equipment or facilities for utility or drainage purposes from time to time.

FURTHER, Grantor reserves the right to locate future phase buildings on a portion of the Common Elements of the Regime so as to produce an overall positive site plan for the project once completed.

FURTHER, Grantor does likewise reserve unto itself, its successors or assigns the right to grant similar easements as described hereinabove to future phases of The Gatherings Horizontal Property Regime I over and across the Property.

FURTHER, SAVE AND EXCEPT the express reservation of an easement appurtenant in favor of the Grantor herein for the use of any recreational amenities now and hereafter existing located on the Recreational Area, as described in the Master Deed and earlier Amendments, if any, thereto, and any future Recreational Areas,

Exhibit "A" Amendment to Master Deed The Gatherings
Horizontal Property Regime I - Page 2

said easement to be appurtenant to the Phase LI (51) Property as more particularly described with reference to EXHIBIT "B" attached to this Amendment to Master Deed, whether or not said properties become a part of The Gatherings Horizontal Property Regime I; it being further understood that Grantor expressly reserves the right to grant an easement of use of said amenities to its successors and assigns.

The above property is submitted to The Gatherings Horizontal Property Regime I subject to all existing utility easements and other matters of record in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina.

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EXHIBIT "B"
TO AMENDMENT TO MASTER DEED
OF
THE GATHERINGS HORIZONTAL PROPERTY REGIME I
LEGAL DESCRIPTION OF PHASE I
THROUGH PHASE LI (51) LAND

All those certain pieces, parcels or lots of land with all improvements thereon situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being more particularly shown and described as Phases I through XXXXVII (47) as shown on that plat surveyed for The Gatherings, Inc. by Sea Island Engineering, Inc., Benjamin Wilson, S.C.R.L.S. #5424 dated September 14, 1984, and last revised August 15, 1988, said plat having been recorded in the RMC Office for Beaufort County, South Carolina in Plat Book 33 at Page 202; and,

ALSO, ALL that certain piece, parcel or tract of land comprising Phases XLVIII (48), XLIX (49) and L (50) with all improvements thereon, lying and being in Bluffton Township, Beaufort County, South Carolina as shown on that plat surveyed for The Gatherings, Inc. by Sea Island Engineering, Inc., M.A. Dunham, S.C.P.L.S. #11590 dated July 20, 1989, and last revised July 31, 1989, said plat having been recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 37 at Page 178.

ALSO, ALL that certain piece, parcel or tract of land comprising Phase LI (51) with all improvements thereon, said property being more fully described with reference to the plat attached hereto and incorporated herein as Exhibit "C" which plat is recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 42 at Page 2.

For a more detailed description as to metes and bounds, courses and distances of said phases, reference is made to the above mentioned plats of record.

EXHIBIT "B-1"
FUTURE PHASE PROPERTY

The future phase property of Declarant referenced in this Amendment is more particularly described with reference to that certain deed from The Gatherings, Inc. in favor of Declarant, said deed dated September 28, 1989, and recorded September 30, 1989, in the RMC Office for Beaufort County, South Carolina, in Deed Book 512 at Page 355, said property being described as the 2.179 acre Parcel A, 5.606 acre Parcel B, 0.175 acre Parcel C, and 0.135 acre Parcel D, save and except therefrom the Phase XLVIII (48), Phase XLIX (49), Phase L (50), and Phase LI (51) Property.

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BETHEA, JORDAN
 & GRIFFIN, P.A.
 ATTORNEYS AND
 COUNSELORS AT LAW

Exhibit "B" Amendment to Master Deed The Gatherings
 Horizontal Property Regime I - Page 1

EXHIBIT "D"
TO AMENDMENT TO MASTER DEED
OF
THE GATHERINGS HORIZONTAL PROPERTY REGIME I
FLOOR PLANS FOR PHASE LI (51) UNITS

The following is the language for Exhibit D:

Attached hereto and incorporated herein are floor plans and elevations for The Gatherings Phase LI (51) Units as prepared by John Tilton, as residential designer, and Greg Caldwell, Draftsman. The following sheets are attached:

<u>Sheet Nos.</u>	<u>Description</u>
1	Unit 99 Foundation Plans, Floor Plans, Front, Rear and Left Side Elevations, last revised August 30, 1991.
2	Unit 99 Typical Wall Section, Electrical Plans, Right Side Elevations, last revised August 30, 1991.
A-1	Unit 98 Typical Wall Section, Floor Plans, Transverse Section.
A-2	Unit 98 Elevations.
E-1	Unit 98 Foundation and Electrical Plans.

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EXHIBIT "E"
TO AMENDMENT TO MASTER DEED
OF
THE GATHERINGS HORIZONTAL PROPERTY REGIME I
ARCHITECT'S CERTIFICATE

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This is to certify that PHASE LI (51) of THE GATHERINGS HORIZONTAL PROPERTY REGIME, consisting of two (2) two (2) story buildings each containing one (1) individual dwelling unit numbered Units 98 and 99, are built in substantial compliance with the Floor Plans and Specifications attached to the Master Deed Amendment submitting the unit to the overall Regime to which said Master Deed Amendment this Certificate is attached, except for minor variations which are customary in projects of this nature.

By: [Signature]

Certificate No. 203

Certified to this 6th day of
September, 1991.

Mary S. Bowie (L.S.)
Notary Public for South Carolina

My Commission Expires:
MARY S. BOWIE
Notary Public, South Carolina
My Commission Expires June 26, 2000

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EXHIBIT "F"
TO AMENDMENT TO MASTER DEED
OF
THE GATHERINGS HORIZONTAL PROPERTY REGIME I

STATE OF SOUTH CAROLINA	)	
	)	JOINDER OF MORTGAGEE
COUNTY OF BEAUFORT	)	

WHEREAS, SOUTH CAROLINA NATIONAL BANK is the owner and holder of a mortgage loan upon certain real property located on Hilton Head Island, South Carolina, described on **EXHIBIT "A"** to the within Amendment to Master Deed of **THE GATHERINGS HORIZONTAL PROPERTY REGIME I** (hereinafter sometimes referred to as the "Regime"); and

WHEREAS, said loan is a construction loan in the principal sum of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS, which mortgage is dated September 29, 1988, and recorded on September 30, 1988, in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Mortgage Book 429 at Page 2133, as modified in Mortgage Book 453 at Page 9; Mortgage Book 473 at Page 487 and Mortgage Book 477 at Page 2377.

NOW, KNOW ALL MEN BY THESE PRESENTS, that SOUTH CAROLINA NATIONAL BANK joins in the foregoing Amendment to Master Deed of The Gatherings Horizontal Property Regime I and the provisions of the Horizontal Property Act of South Carolina for the sole purpose of consenting to the addition by the Grantor of a phase to the Regime on the property upon which it has a lien; the mortgagee makes no representations or warranties as to the validity of the documents creating the Regime nor the development and physical construction of the Regime itself; the mortgagee agrees that the lien of said mortgage and the assignment of Contracts of Sale proceeds on that portion of the property hereinbefore set out shall hereafter be upon the following described property on Hilton Head Island, Beaufort County, South Carolina:

All those certain Units, to wit, Units 98 and 99, of The Gatherings Horizontal Property Regime I, Phase LI (51), a condominium regime according to the foregoing Amendment to Master Deed thereof to which this Joinder is attached, together with all of the undivided shares in the Common Elements appertaining to said Units, all of which said Units are located on the real property more particularly described on **EXHIBIT "A"** to the said Amendment to Master Deed of The Gatherings Associates, a South Carolina limited partnership, to which this Joinder is attached.

Exhibit "E" Amendment to Master Deed The Gatherings Horizontal
Property Regime - Page 1

This Joinder of Mortgagee shall in no way affect or diminish the liens of the existing mortgages on the remaining portions of the property described in the aforementioned mortgage described hereinabove.

IN WITNESS WHEREOF, the undersigned has executed this Joinder this 28th day of August, 1991.

WITNESSES:

SOUTH CAROLINA NATIONAL BANK

Brenda K. Mason

By: [Signature] Vice President

Maria F. Shepard

Attest: Mary Ann Matter Asst. V.P.

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF BEAUFORT)

BEFORE ME PERSONALLY APPEARED Brenda K. Mason, who, on oath, says that s/he saw the within named SOUTH CAROLINA NATIONAL BANK, by Dorold F. Sanders its Vice President as its act and deed, sign, seal and deliver the within Instrument, and Mary Ann Matter, its Asst. Vice President, attest the same, and that s/he with Maria F. Shepard witnessed the execution thereof.

Brenda K. Mason

SWORN to before me this 28th

day of August, 1991.

Maria F. Shepard (L.S.)
Notary Public for South Carolina

My Commission Expires: 10-10-98

RECORDED THIS 4th DAY
OF October 1991
IN BOOK X PAGE 658
FEES, \$ 11.00
AUDITOR [Signature] BEAUFORT COUNTY, S. C.

C:\GATHERINGS2\DOC\GATEXF4.AMD

Exhibit "E" Amendment to Master Deed The Gatherings Horizontal Property Regime - Page 2

FILED AT	BEAUFORT COUNTY S.C.	RECORDED IN BOOK
9:19		583
O'CLOCK	SEP 12 1991	PAGE 242
A		
<u>[Signature]</u> REGISTER OF MESNE CONVEYANCES		