

20 PB
26
McNair
24651

BEAUFORT COUNTY SC - ROD
BK 3425 Pgs 1684-1703
FILE NUM 2015045419
08/31/2015 12:06:16 PM
REC'D BY pbaxley RCPT# 786305
RECORDING FEES \$26.00

THE 1188 CENTRE HORIZONTAL PROPERTY REGIME

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

BLACK DIAMOND, LLC,)
a South Carolina Limited Liability Company)

TO)

THE 1188 CENTRE)
HORIZONTAL PROPERTY REGIME)

**FOURTH AMENDMENT
TO
MASTER DEED OF THE 1188 CENTRE
HORIZONTAL PROPERTY REGIME

(For Phase 3C)**

WHEREAS, on the 26th day of May, 2004, Black Diamond, LLC, executed a certain Master Deed establishing The 1188 Centre Horizontal Property Regime, which Master Deed was recorded on the 27th day of May, 2004, in Book 1962 at Page 1627 and in Plat Book 98 at Page 43 and Plat Book 99 at Page 136 in the Official Land Records for Beaufort County, South Carolina; and

WHEREAS, said Master Deed reserved the right at the sole option of the Declarant, its successors, grantees or assigns, that said project could be divided into one or more phases, Phase 1 being established by the aforementioned Master Deed with the provision that future phases of said property could be made a part of The 1188 Centre Horizontal Property Regime at the election of the Declarant and upon the filing of an Amendment submitting said property to said Regime; and

WHEREAS, the Declarant executed and filed the First Amendment to Master Deed, which First Amendment was recorded on December 28, 2004, in Book 2074 at Page 1516; and

WHEREAS, Declarant has previously added Phase 3A to the Regime by virtue of the recording of the Second Amendment to Master Deed on March 15, 2005, in Book 2112, at Page 2059, and Plat Book 105, at Page 85; and

WHEREAS, Declarant has previously added Phase 3B to the Regime by virtue of the recording of the Third Amendment to Master Deed on March 15, 2005, in Book 2112, at Page 2073, and Plat Book 105, at Page 85; and

WHEREAS, it is the intent and desire of Declarant herein to further amend the Master Deed pursuant to its reserved rights so as to add a sub-stage of Future Phase 3, to be known as Phase 3C to the Regime.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Black Diamond LLC, a South Carolina limited liability company, with its principal offices on Hilton Head Island, South Carolina, hereinafter referred to as "Declarant" does hereby declare:

1. Exercise By Declarant.

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 1188 Centre Horizontal Property Regime recorded in the Official Land Records for Beaufort County, South Carolina, in Book 1962 at Page 1627, et seq., as amended in Book 2074 at Page 1516 (hereinafter "Master Deed"), to amend said Master Deed to

include the Phase 3C Property more particularly described and set forth in **Exhibit "A"** hereto as a part of The 1188 Centre Horizontal Property Regime (hereinafter "Regime") in such a way that the said Regime shall be composed of the properties formerly designated as Phase 1, Phase 3A, Phase 3B and now Phase 3C. Effective upon the filing of this Amendment, the property included in the Regime includes the Phase 1, Phase 3A, Phase 3B and Phase 3C properties.

2. Land.

Declarant is the sole owner of the land described in **Exhibit "A"** herein, which land is shown on a plat thereof, said plat being referenced in paragraph 4 and more fully described in **Exhibit "A"** and being incorporated by reference having been recorded in the Official Land Records for Beaufort County, South Carolina, in Plat Book 141 at Page 116.

3. Submission to Act.

Declarant does hereby, by duly executing this Fourth Amendment to the Master Deed (hereinafter referred to as "Fourth Amendment" or "this Amendment") of the Property Regime, submit the land referred to in Section 2, together with the existing improvements and such improvements to be erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Master Deed and the provisions of the Horizontal Property Act of the State of South Carolina (the "Act") and does hereby state that it proposes to make the Property a part of the Regime to be governed by the provisions of the aforementioned Master Deed and the provisions of the Act.

4. Survey/Plans.

The existing improvements constructed on and forming a part of the Property are depicted in the approximate locations on the survey described on Exhibit A prepared by Surveying Consultants, Terry G. Hatchell, S.C.R.L.S #11059, said survey being dated August 25, 2015 and entitled "A Plat of The 1188 Centre Horizontal Property Regime Phase 3C" (the "**Plat**"), said Plat being incorporated by reference. Future improvements to be constructed on and forming a part of the Property are to be improved and/or constructed in the approximate locations depicted on said Plat as "Proposed Area for Future Improvements".

The building plans for the existing Building shell (the "**Plans**") were prepared by Lee & Parker, Architects, duly licensed to practice in the State of South Carolina under Registration No. 04023. Certain portions of the aforementioned Plans are attached hereto and incorporated herein as **Exhibit "B"**.

5. Improvements.

Section 5.1. The Property within Phase 3C which is being added to and combined with the Phase 1 3A and 3B Property of the Regime will include one (1) Unit to be used for business or commercial purposes on an approximate 2.975 acre tract (hereinafter referred to as "Unit CC"), as more fully described below. The initial basic construction for the existing Building shell on Unit CC is steel frame on spread footings, masonry with metal roofing. Some exterior walls for the shell are and/or will be constructed of metal studs and gypsum sheathing and stucco and brick cladding. Future Buildings, if any, constructed on Unit CC will be of similar construction materials and the design will be generally consistent with the appearance of the other existing Buildings located on other Units in the Regime. Unit CC will be capable of individual utilization on account of having its own exit 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 and as hereinafter set forth, necessary for its adequate use and enjoyment (hereinafter referred to as "Common Elements"), all of the above in accordance with the Act.

Section 5.2. The existing Building shell location for the aforementioned Unit CC is more particularly shown on the Plat attached hereto as **Exhibit "A"**. Future improvements to be constructed will be located on other portions of the Unit referred to as "Area for Proposed Building Sites and Future Cross Easement Areas"

on the Plat. These improvements, both existing and to be constructed, together with the Unit designation and square footage of area in said Unit, and likewise together with the description of Unit boundaries as set forth in Section 5.4 of the Master Deed, shall constitute a complete description of the Units to be contained within the Regime. Declarant acknowledges that the plans for improvements to the existing Building shell and plans for any other Buildings or improvements to be located on Unit CC are subject to further revision and that the attachment of the Plat hereto is not intended to limit, and in no way limits, any owner of Unit CC to make alterations to its Building and/or to construct other improvements, such as Building(s), subject to the provisions of the Master Deed, including those provided in Section 5.8.

Section 5.3. The individual Unit CC is more particularly described on **Exhibit "A"** attached to and incorporated herein.

Section 5.4. In accordance with the Declarant's overall development and construction plan and Phase designation, as outlined in the Master Deed, the other reserved Future Phases are not being added to the Regime at the present time. Rather, Phase 3C only is being added at the present time and the Phases 2, 4, 5 and/or 6 Units may be added to the Regime in the future. It is noted for the record that Declarant has reserved the right in the Master Deed to take the phases out of sequence, and continues to reserve said right to add any or all of the Future Phase Property to the Regime at some later date.

Section 5.5. The improvements, both horizontal and vertical, to the Phase 3C Property being added to the Regime currently are, as of the filing of this Amendment, either partially constructed and/or are proposed for construction. Accordingly, the descriptions of the General and Limited Common Elements and Unit CC are proposed descriptions and as referenced above are depicted on the Plat. In interpreting the Plat, or any deed or other instrument affecting any of the improvements or Unit, the boundaries of the existing Building or future Buildings constructed on the Unit which is constructed in substantial accordance with the Plat shall be conclusively presumed to be the actual boundaries rather than the description expressed in the Plat, regardless of the settling or lateral movement of the Building, and regardless of minor variances between boundaries shown on the Plat and those of the Building or Unit.

Section 5.6. As noted on the Plat referenced on Exhibit "A", a portion of the Building shell and the attached covered wood decking located on Unit CC encroaches on to the adjacent Common Elements in certain locations. Declarant declares that such encroachment is permissible, consistent with the terms of Section 15.9 of the Master Deed, and a valid easement shall exist for the present and future owners of Unit CC for such encroachment and for the maintenance of same, so long as the Building stands or for as long as the Building is rebuilt as a result of any casualty loss. Such appurtenant easement shall run with the land and shall benefit all future owners of Unit CC. For the sake of convenience, this encroachment shall be referred to, from time to time, as "Easement A".

6. Acreage/Area Comprising Property.

Section 6.1: The land comprising Phase 3C and being hereby added to the Property of the Regime has a total of approximately 2.975 acres (129,584 square feet), of which approximately 14,850 square feet will be occupied by the existing Building shell to be completed and approximately 61,497 square feet of the Unit for future improvements to be constructed and a total of approximately 53,237 square feet will be occupied by Cross Easement areas as defined and described in Section 7.5 of the Master Deed, said Cross Easement areas currently constructed and to be constructed, in the areas as shown on the Plat.

Section 6.2: The total land of the Regime, subsequent to the filing of this Amendment and including the Phase 1, Phase 3A, Phase 3B and Phase 3C Property, has a total of approximately 13.128 acres of which approximately 438,297 square feet (10.062 acres) are or will be occupied by Units (including the Cross Easement areas) and approximately 133,558 square feet (3.066 acres) are or will be occupied by Common Elements.

7. **Common Elements; Cross Easements.**

Section 7.1. The Common Elements of the Property, both General and Limited, and including Phase 3C, 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, except as herein modified or amended.

The ingress/egress areas, outside landscaped areas and other General Common Elements consist of approximately 133,558 square feet in the Regime subsequent to the execution and recording of this Amendment and completion of construction of the contemplated improvements.

Section 7.2. The Limited Common Elements referred to in the Master Deed are as described in said Master Deed and may also be shown on the site plans recorded as **Exhibit "B"** to the Master Deed and on the Plat referenced as **Exhibit "A"** to this Amendment.

Section 7.3. As each Unit in the Regime, once improved, will include the surrounding parking areas, sidewalks and ingress and egress areas located within its own Unit boundary, each Unit Owner, by taking title to the Unit, will do so subject to an easement of access, ingress and egress over certain portions of the Unit in order for the tenants, employees and customers of the other Unit Owners to obtain access to all of the Buildings of Units within the Regime. Accordingly each of the Units, including the Unit CC being added by this Amendment, is subject to the following:

a. Each Unit is burdened by an easement in favor of all other Unit Owners, their successors and assigns, and Declarant does create and establish an easement for the benefit of the other Unit Owners, the Unit Owners' tenants, invitees, agents, employees, assigns, as well as the Declarant and the Association, said easement being a perpetual, appurtenant, non-exclusive easement for access, ingress and egress and parking over and across the portion of each of the Units shown and depicted as "Cross Easement Area" on the Plat referenced in Exhibit "A" (the "Cross Easement Areas"). These "Cross Easement Areas" consist, in essence, of all portions of each Unit not occupied by the Building and Limited Common Elements, if any. The easements herein reserved shall be appurtenant to each of the Units and shall run with the ownership of each Unit, as said easements are essential and necessary for the use of each Unit.

b. To ensure that the easement rights will be effective for the purposes granted and will be utilized in accordance with the intention of the parties, the Unit Owners do hereby covenant and agree as follows:

i. Each Unit Owner and their licensees, agents, tenants, employees and invitees, shall at all times comply with reasonable traffic and parking rules and regulations promulgated by the Association which governs the use of the Cross Easement Areas, including, without limitation, compliance with all traffic control devices; provided, however, that such rules and regulations shall not unreasonably interfere with the use of said Cross Easement Area as a parking lot or as an ingress and egress area.

ii. In addition to the easement rights granted to the other Unit Owners, the Cross Easement Area of each particular Unit may be utilized by that Unit Owner, its successors and assigns, for the benefit of their Unit. Each Unit Owner reserves rights to use the Cross Easement Area located within their Unit in any reasonable manner so long as said use does not unreasonably interfere with the intended purpose of the Cross Easement Area.

iii. While each Unit Owner is granted a non-exclusive right to utilize the entire Cross Easement Area, each Unit Owner will only be entitled to designate the parking spaces located within its Unit boundary for purposes of any development or building permit applications.

iv. Each Unit Owner will use all reasonable efforts to have the employees of the retail premises operating out of a Unit park within their own Cross Easement Area.

v. Each Unit Owner shall be responsible for the maintenance, repair, replacement, cleaning, sweeping, and in general, the upkeep of the Cross Easement Area within each Owner's Unit. The failure to do so shall allow the Association the right to take remedial action, including, but not limited to, the actions described in Section 5.5(ii) of the Master Deed above and in Article VII of the By-Laws attached as Exhibit "C" to the Master Deed.

vi. Each Owner of a Unit acknowledges that the Cross Easement Area on said Unit is critical to the operations and success of the owners and of the users/tenants of all Units within the Regime. The Owner of a Unit shall not materially alter the Unit Cross Easement Area, including curb cuts, drives, barriers, parking areas to the extent that there would be a material adverse impact on the other Unit Owners or which would result in a materially adverse effect in the functionality of the Unit Cross Easement Area, or a portion thereof.

ii. Notwithstanding anything to the contrary, each Unit Owner agrees that no changes to Section 7.5 of the Master Deed and this Section 7.3 b. of this Fourth Amendment may be made unless such change is approved by all Owners.

c. Certain of the Cross Easement Areas depicted on the Plat filed herein are proposed; and once construction of the Building shell is completed and construction of any other improvements, such as additional Buildings on Unit CC is completed, then, per Paragraph 5.4 (iv) of the Master Deed, the "as built" plat to be filed by the Owner with the Amendment to Master Deed is intended to refine the legal description of the Cross Easement Areas on said Unit and to show and delineate Limited Common Elements, if any.

8. Permitted Uses of Units; Prohibited Uses.

The provisions of Section 5.7 of the Master Deed and Section 8 of the Second Amendment to Master Deed as it relates to the "General" permitted uses and prohibited uses are incorporated by reference as if set forth herein.

9. Percentage Interest.

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 (All Phases) of the Regime and their share in the profits and Common Expenses as well as proportionate representation for voting purposes in the meeting of The 1188 Centre Owners' Association, Inc., (hereinafter usually referred to as "Association") of the Regime is based upon the proportionate statutory value of each Unit to the statutory value of the total Regime (All Phases) as set forth in **Exhibit "C"** to this Fourth Amendment which is attached hereto and made a part hereof. 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 and in **Exhibit "C"** hereto shall not be altered without the acquiescence of the Owners (and mortgagees of mortgages encumbering the Units) representing all of the Units expressed in a duly recorded amendment to the Master Deed for such Regime or by an amendment filed by the Declarant in accordance with the reservations set forth in the Master Deed, as amended, including, for example, the reservations set forth in the Master Deed relating to the subdivision of Units per Section 5.6 of the Master Deed.

10. Declarant Continuing Reserved Rights.

Reference is made to the original Master Deed, including but not limited to, Sections 8, 9 and 10 thereof, concerning certain of Declarant rights which have been reserved and which continue to be reserved, all as more particularly described in said Master Deed. Declarant further reserves the right to assign any of the reserved rights and easements as set forth in this Amendment to a successor in interest.

TABLE OF CONTENTS FOR EXHIBITS
FOURTH AMENDMENT TO MASTER DEED

<u>Exhibit</u>	<u>Description</u>
"A"	Legal Description of Phase 3C and reference to Plat
"B"	Site Plans and Elevations for Building Shell
"C"	Statutory Percentage of Interest applicable to Units
"D-1"	Joinder/Consent of TD Bank, NA (Mortgagee)
"D-2"	Joinder/Consent of Julie H. King (Mortgagee)

**EXHIBIT "A" TO FOURTH AMENDMENT TO MASTER DEED OF
THE 1188 CENTRE HORIZONTAL PROPERTY REGIME
DESCRIPTION OF LAND (PHASE 3C)**

ALL that certain piece, parcel or lot of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, consisting of 2.975 acres (129,584 square feet), more or less, shown as "Unit CC" on a plat entitled "**The 1188 Centre Horizontal Property Regime, Phase 3C**", which plat was prepared by Surveying Consultants, Inc., Terry L. Hatchell, R.L.S. (S.C.) #11059, which said plat is dated August 25, 2015 ("**Plat**"), and recorded in the Beaufort County Records, South Carolina, in Plat Book 141 at Page 116. The property is described by courses and distances, metes and bounds, as follows, to-wit:

Commencing at the southeastern intersection of U.S. Highway 278 (variable R/W) and Commerce Place (50' R/W), and thence proceeding approximately 203 feet along the right-of-way of U. S. Highway 278 to a point; thence S 28°32'52" W for a distance of 4.41 feet to a Survey Tie Line; thence proceeding along the Survey Tie Line S 66°07'33" E for a distance of 82.82 feet to an iron rebar; thence proceeding along U. S. Highway 278 right-of-way S 66°07'33" E for a distance of 167.66 feet to a 5/8" iron rebar; thence proceeding S 27°05'37" W for a distance of 270.57 feet to a 5/8" iron rebar which marks the **POINT OF BEGINNING** for Unit CC located at the northeasternmost portion of the Property; from said **POINT OF BEGINNING**, proceeding in a counterclockwise direction as follows:

thence N 17°15'24" W for 6.91 feet;
thence N 62°54'22" W for a distance of 61.22 feet;
thence N 64°36'05" W for a distance of 39.74 feet;
thence S 21°53'31" W for a distance of 8.90 feet;
thence S 13°29'44" W for a distance of 46.08 feet;
thence S 16°46'29" W for a distance of 75.95 feet;
thence S 27°05'37" W for a distance of 35.30 feet;
thence N 62°54'23" W for a distance of 24.00 feet;
thence N 27°05'37" E for a distance of 35.61 feet;
thence S 62°54'23" E for a distance of 18.00 feet;
thence N 27°05'37" E for a distance of 38.31 feet;
thence N 62°54'23" W for a distance of 12.17 feet;
thence N 62°54'23" W for a distance of 53.08 feet;
thence along a curve S 72°05'44" W with a delta angle of 89°59'46" a
radius of 11.50 feet for a distance of 18.06 feet;
thence S 27°05'51" W for a distance of 104.05 feet;
thence N 64°32'37" W for a distance of 50.77 feet to a 5/8" iron rebar
which marks State Plane coordinates N 151,307.50 and
E 2,049,333.28;
thence S 27°05'39" W for a distance of 394.96 feet to a 3" concrete
monument;
thence S 61°00'36" E for a distance of 250.23 feet;
thence N 27°05'37" E for a distance of 551.26 feet;
thence N 27°05'37" E for a distance of 55.02 feet to the point which
marks the **Point of Beginning**.

In case of conflict, if any, between the above mentioned courses and distances, metes and bounds description and the aforementioned Plat, said Plat shall be controlling.

TOGETHER with **Easement A**, an easement for encroachment of portions of the existing Building shown on said Plat onto and over the adjacent Common Elements, said Easement A provided pursuant to,

and, subject to Section 5.6 of this Fourth Amendment and to Section 15.9 of the Master Deed, intended to be appurtenant to Unit CC and to run with the land for so long as the Building to which the encroaching area attaches remains, or has been rebuilt as a result of a casualty loss.

SAVE AND EXCEPT THEREFROM, the right of ingress and egress over and across all roads, ingress/egress areas and common elements shown on the above described plat of The 1188 Centre Horizontal Property Regime, said reservation being unto the Declarant herein, its successors and assigns and Grantees, said reserved easement expressly for, but not limited to, the purpose of construction and all construction related activities on the Future Phase Property.

FURTHER, the Declarant expressly reserves the right to improve the aforementioned Property and easement areas by clearing, tree pruning, constructing access roads, parking, signage and other common facilities pertaining to The 1188 Centre Horizontal Property Regime and/or adjacent Future Phase Property.

FURTHER, Declarant expressly reserves the right to install lines, equipment and facilities for utility and drainage purposes and to grant easements over the property to, by way of example, utility providers such as BJWSA, Palmetto Electric Cooperative, Hargray Telephone, etc., for the installation of additional lines, equipment or facilities for utility and drainage purposes from time to time.

FURTHER, the above property is submitted to The 1188 Centre Horizontal Property Regime subject to the following:

1. Easements granted to Palmetto Electric Power Cooperative recorded in Deed Book 104 at Page 203, and in Book 1622 at Page 1795, Book 1637 at Page 617, Book 1871 at Page 1304, and Book 1999 at Page 986, Beaufort County Records.
2. Easement granted to Central Electric Power Cooperative recorded in Deed Book 166 at Page 248, Beaufort County Records.
3. Easements granted to South Carolina Electric & Gas Company recorded in Deed Book 169 at Page 236 and Deed Book 525 at Page 1203, Beaufort County Records.
4. Easement granted to Beaufort-Jasper Water and Sewer Authority recorded in Book 765 at Page 1945, Book 763 at Page 206, and Book 1981 at Page 2466, Beaufort County Records.
5. Easement granted to Bluffton Telephone and Appliance Co., Inc. recorded in Deed Book 238 at Page 297, Beaufort County Records.
6. All easements as shown on plats of record, as recorded in the Beaufort County records in Plat Book 35 at Page 29, including a 150' power line easement along the southern portion of the insured property.
7. That certain Declaration of Covenants dated March 16, 2004 regarding certain wetland areas located within the Common Elements, said Declaration having been filed of record in Book 1928, Page 322, Beaufort County Records.

It is noted that the listing of the above matters 1 through 7 by Declarant is not intended to burden the Property with such matters if, in fact, they do not already apply to the Property, or portions thereof.

FURTHER, the above property is submitted to the Regime subject to all easements as shown on the above plats of record and to all existing utility easements or easements to be granted in favor of the Beaufort-Jasper Water & Sewer Authority, Palmetto Electric Cooperative, Bluffton Telephone and Appliance Company, Inc., of record in the Beaufort County Records, South Carolina.

Derivation

The property described above as Phase 3C is a portion of the property conveyed to Black Diamond, LLC by deed of The Greenery, Inc. dated November 17, 2003 and recorded in the Beaufort County Records, South Carolina, in Book 1884 at Page 641.

Upon the recordation of this Fourth Amendment, the Property within the 1188 Centre Horizontal Property Regime shall be known and described as:

ALL those certain condominium units being known and described as Units G, W, A, R, T and CC, and being a part of the 1188 Centre Horizontal Property Regime, Phase 1 and Phase 3A through Phase 3C. Said Units said and depicted on two plats, the first plat being prepared by Ward Edwards, Inc., and certified by Donald R. Cook, SCRLS#19019, which plat is dated November 6, 2008; revised February 14, 2005, and recorded in Beaufort County records, South Carolina in Plat Book 105 at Page 85, as well as the more recent plat for Phase 3C, prepared by Surveying Consultants, Inc., Terry R. Hatchell, SCRLS#11059, said plat is dated August 25, 2015 and recorded in the Beaufort County records, South Carolina in Plat Book 141 at Page 116.

For further reference as to the metes and bound, courses and distances of the aforementioned Units, referenced is made to the aforementioned plats of record.

EXHIBIT "B" TO FOURTH AMENDMENT TO MASTER DEED
THE 1188 CENTRE HORIZONTAL PROPERTY REGIME

PLANS FOR UNIT CC

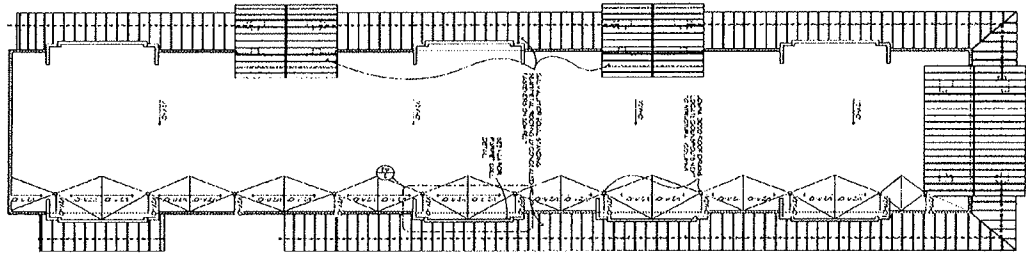
Incorporated by reference are the following attached sheets:

Sheet A.1 – Partial Floor Plan
Sheet A.2 – Roof Plan; Building Section, et al
Sheet A.3 – Elevations
Sheets A.4 and A.5 – Lagoon Canopy Section

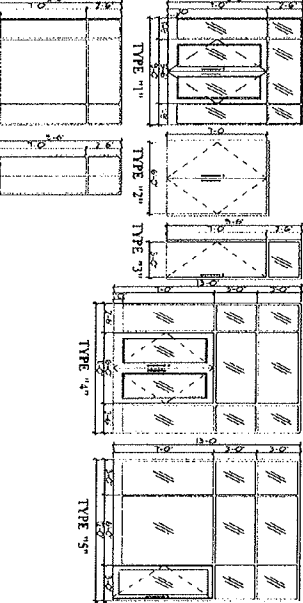
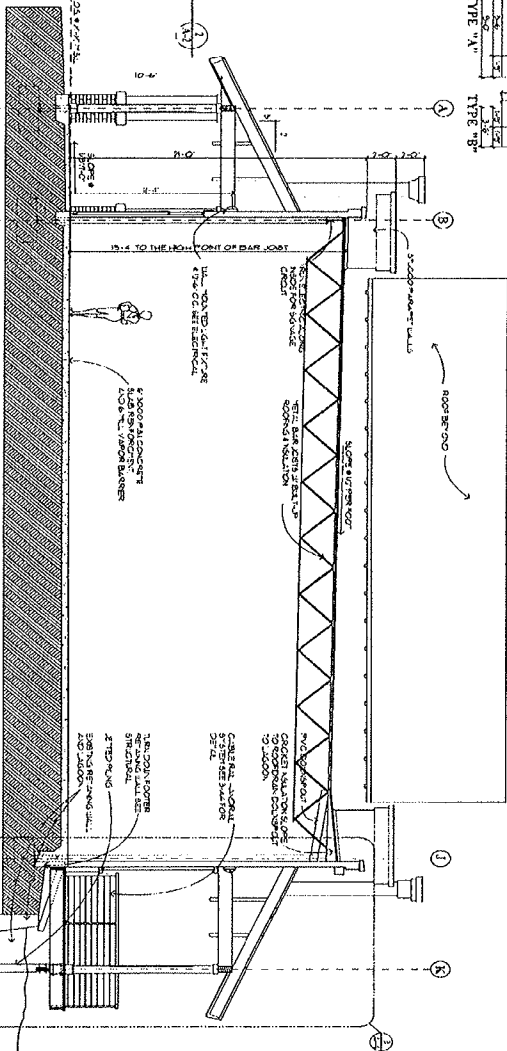
Said Plans prepared by Lee & Parker, Architects under the title of “The Greenery Tract” and dated March 3, 2006 and March 23, 2006.

Said Plans are initial plans for the Building shell and are subject to change; future Buildings on Unit CC, if any, may be constructed pursuant to different plans.

ROOF PLAN
SCALE: 1/8" = 1'-0"

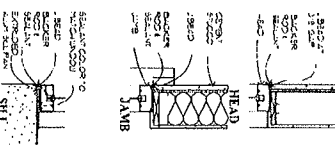


BUILDING SECTION
SCALE: 1/8" = 1'-0"

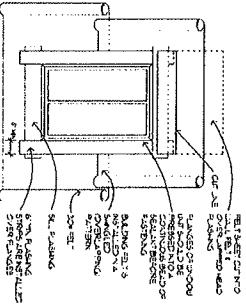


WINDOW SCHEDULE		DOOR & FRAME SCHEDULE	
NO.	DESCRIPTION	NO.	DESCRIPTION
1	1'-0" x 6'-0" CASING	1	6'-0" x 8'-0" DOOR
2	1'-0" x 6'-0" CASING	2	6'-0" x 8'-0" DOOR
3	1'-0" x 6'-0" CASING	3	6'-0" x 8'-0" DOOR
4	1'-0" x 6'-0" CASING	4	6'-0" x 8'-0" DOOR
5	1'-0" x 6'-0" CASING	5	6'-0" x 8'-0" DOOR
6	1'-0" x 6'-0" CASING	6	6'-0" x 8'-0" DOOR
7	1'-0" x 6'-0" CASING	7	6'-0" x 8'-0" DOOR
8	1'-0" x 6'-0" CASING	8	6'-0" x 8'-0" DOOR
9	1'-0" x 6'-0" CASING	9	6'-0" x 8'-0" DOOR
10	1'-0" x 6'-0" CASING	10	6'-0" x 8'-0" DOOR
11	1'-0" x 6'-0" CASING	11	6'-0" x 8'-0" DOOR
12	1'-0" x 6'-0" CASING	12	6'-0" x 8'-0" DOOR
13	1'-0" x 6'-0" CASING	13	6'-0" x 8'-0" DOOR
14	1'-0" x 6'-0" CASING	14	6'-0" x 8'-0" DOOR
15	1'-0" x 6'-0" CASING	15	6'-0" x 8'-0" DOOR
16	1'-0" x 6'-0" CASING	16	6'-0" x 8'-0" DOOR
17	1'-0" x 6'-0" CASING	17	6'-0" x 8'-0" DOOR
18	1'-0" x 6'-0" CASING	18	6'-0" x 8'-0" DOOR
19	1'-0" x 6'-0" CASING	19	6'-0" x 8'-0" DOOR
20	1'-0" x 6'-0" CASING	20	6'-0" x 8'-0" DOOR

WINDOW DETAIL
SCALE: 1/4" = 1'-0"

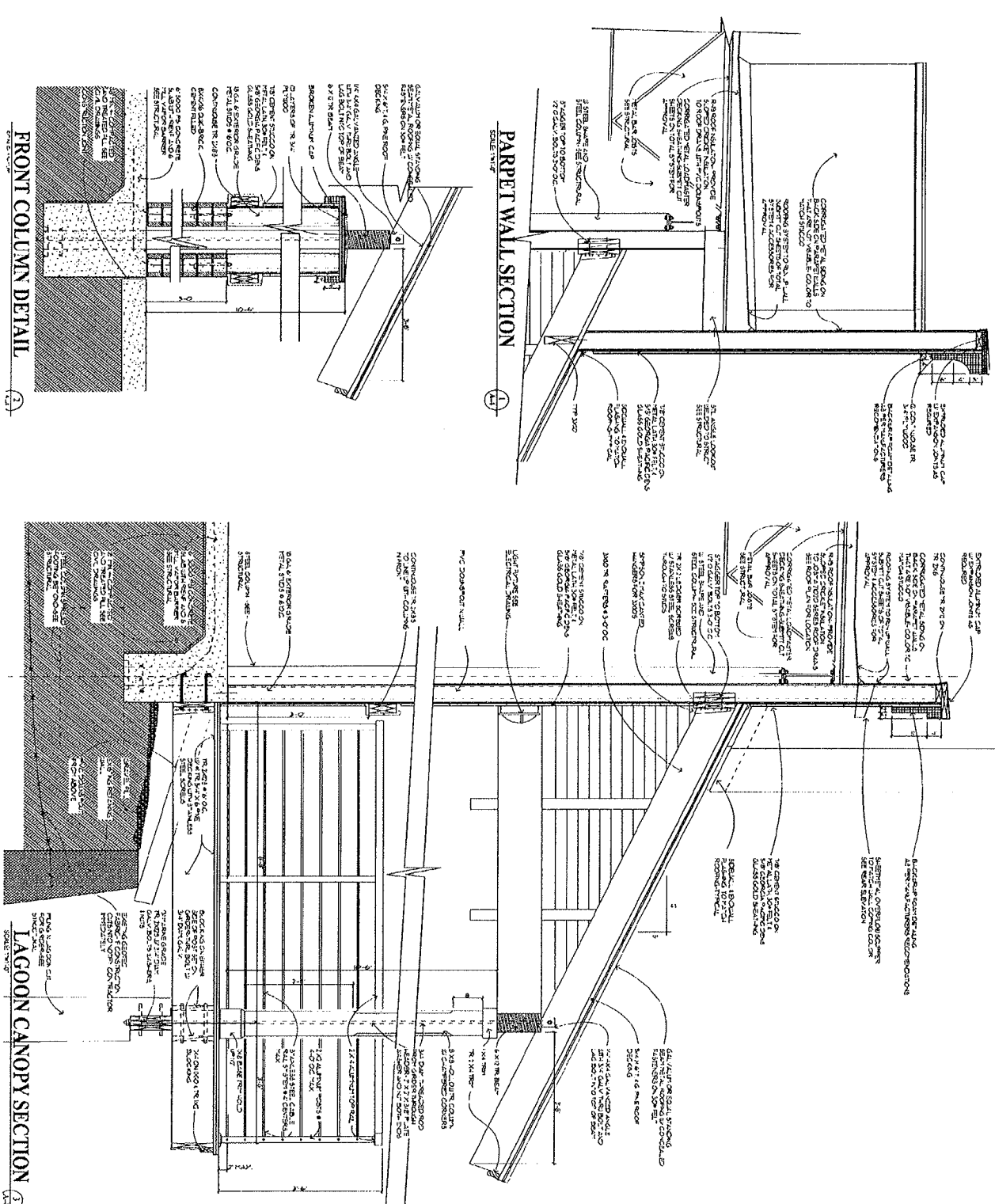


FLASHING DETAIL
SCALE: 1/4" = 1'-0"



<p>LEE & PARKER</p> <p>ARCHITECTS</p> <p>200 WEST 17th Street Bluffton, South Carolina 29910</p>	<p>A new commercial center for:</p> <p>The Greenery Tract</p> <p>Highway #278 Bluffton, S.C.</p>	<p>DATE: 08/27/2015</p> <p>PROJECT: THE GREENERY TRACT</p> <p>SCALE: 1/8" = 1'-0"</p> <p>SHEET: A.2</p>
	<p>1. BUILD ROOMS</p> <p>2. FOUNDATION</p> <p>3. EXTERIOR WALLS</p> <p>4. INTERIOR WALLS</p> <p>5. FLOORING</p> <p>6. ROOFING</p> <p>7. MECHANICAL</p> <p>8. ELECTRICAL</p> <p>9. PLUMBING</p> <p>10. PAINTING</p> <p>11. FINISHES</p> <p>12. LANDSCAPE</p> <p>13. SIGNAGE</p> <p>14. FURNITURE</p> <p>15. EQUIPMENT</p> <p>16. ACCESSORIES</p> <p>17. OTHER</p>	<p>1. 1/2" x 2" x 1/2" BRICK</p> <p>2. 1/2" x 2" x 1/2" BRICK</p> <p>3. 1/2" x 2" x 1/2" BRICK</p> <p>4. 1/2" x 2" x 1/2" BRICK</p> <p>5. 1/2" x 2" x 1/2" BRICK</p> <p>6. 1/2" x 2" x 1/2" BRICK</p> <p>7. 1/2" x 2" x 1/2" BRICK</p> <p>8. 1/2" x 2" x 1/2" BRICK</p> <p>9. 1/2" x 2" x 1/2" BRICK</p> <p>10. 1/2" x 2" x 1/2" BRICK</p> <p>11. 1/2" x 2" x 1/2" BRICK</p> <p>12. 1/2" x 2" x 1/2" BRICK</p> <p>13. 1/2" x 2" x 1/2" BRICK</p> <p>14. 1/2" x 2" x 1/2" BRICK</p> <p>15. 1/2" x 2" x 1/2" BRICK</p> <p>16. 1/2" x 2" x 1/2" BRICK</p> <p>17. 1/2" x 2" x 1/2" BRICK</p>

"EXHIBIT B" TO FOURTH AMENDMENT TO MASTER DEED THE 1188 CENTRE HPR



LEE & PARKE

ARCHITECTS

313 19th St
 1st Floor
 Hilton Head Island, SC 29928

A new restaurant/retail center for:
The Greenery Tract
 Highway #27H
 Bluffton, S.C.

SCALE: 1/8" = 1'-0"

DATE: 02/20/15

DRAWN BY: [Name]

CHECKED BY: [Name]

PROJECT NO: [Number]

SHEET NO: [Number]

TOTAL SHEETS: [Number]

**"EXHIBIT B" TO FOURTH AMENDMENT
 TO MASTER DEED
 THE 1188 CENTRE HPR**

Exhibit "B" to Fourth Amendment to Master Deed The 1188 Centre HPR

**EXHIBIT "C" TO
FOURTH AMENDMENT TO MASTER DEED
THE 1188 CENTRE HORIZONTAL PROPERTY REGIME
PHASE 3C
PERCENTAGE OF INTERESTS OF UNITS**

STATUTORY PERCENTAGE INTEREST. The percentage of title and interest appurtenant to each Unit and the Unit owners title and interest in the Common Elements (both General and Limited) of the Property and the proportionate share in the profits and common monthly expenses as well as the proportionate representation for voting purposes in the meeting of the Association is based on the proportionate value of each Unit to the value of the total Property as set forth below.

For purposes of the Act and pursuant to the terms of the Master Deed, the percentage interest appurtenant to each Unit of the Regime shall be established in accordance with the following formula:

$$\frac{V}{A} = P$$

- "P" - Percentage Interest of each Unit.
- "V" - Valuation of the respective Units as set forth in this Exhibit "E" to Master Deed
- "A" - Aggregate Valuation of all Units existing in the Regime and added to the Regime as provided in Sections 8 and 9 of the Master Deed.

CHART ONE

UNIT TYPES/STATUTORY VALUES. The Units in Phase 1, Phase 3A, Phase 3B and Phase 3C of the Regime have the following statutory value for purposes of the Act:

<u>Unit</u>	=	<u>Statutory Value</u>
Unit G	=	\$1,225,000
Unit W	=	\$ 779,100
Unit A	=	\$ 490,000
Unit T	=	\$ 490,000
Unit R	=	\$ 490,000
Unit CC	=	\$1,445,300

FUTURE PHASE/STATUTORY VALUE. The Future Phase Units for Phase 2 will have a total statutory value of \$802,640. The Future Phase Units on the Black Diamond Office Park Parcel (Phase 4) will have a total statutory value of \$4,728,500. The Future Phase Units on the Commerce Place Parcel (Phase 5) will have a total statutory value of \$2,405,900; the Future Phase Units on the Ford Parcel (Phase 6) will have a total statutory value of \$1,725,870.

CHART TWO

PHASE 1, PHASE 3A, PHASE 3B AND PHASE 3C STATUTORY PERCENTAGE INTEREST. Based upon the above values, the percentage of undivided interest in the common elements appurtenant to each Unit in Phase 1, Phase 3A, Phase 3B and Phase 3C combined of the Regime is set forth below:

Unit	Statutory Valuation	Phases 1, 3A, 3B and 3C %
Unit G	\$1,225,000	24.85
Unit W	\$ 779,100	15.81
Unit A	\$ 490,000	9.94
Unit T	\$ 490,000	9.94
Unit R	\$ 490,000	9.94
Unit CC	\$1,455,300	29.52
Total:	\$4,929,400	100%

Exhibit "C" to Third Amendment to Master Deed The 1188 Centre HPR

FUTURE PHASES. In the event Declarant elects to expand the Regime as provided for herein, the Units within each Future Phase added to the Regime shall have the total statutory valuation as set forth above. The following Chart Three on Page 2 demonstrates the adjustment in the Percentage Interest assuming that the Future Phases are added to the Regime with the similar total values as designated.

CHART THREE

Assigned Percentage Interests Assuming Future Phases are Added to the Regime

Unit	Statutory Valuation	Phase 1 %	Phases 1 and 3A %	Phases 1, 3A and 3B %	Phases 1, 3A to 3C %	Projected Phases 1, 3A, 3B, 3C and 2A %	Projected Phases 1 to 4 %	Projected Phases 1 to 5 %	Projected Phases 1 to 6 %
Unit G	\$1,225,000	49.12	41.05	35.26	24.85	21.38	11.71	9.53	7.86
Unit W	\$ 779,100	31.23	26.11	22.26	15.81	13.59	7.45	6.05	5.00
Unit A	\$ 490,000	19.65	16.42	14.11	9.94	8.55	4.68	3.81	3.14
Subtotal:	\$2,494,100	100%							
Phase 3A – Unit T	490,000		16.42	14.11	9.94	8.55	4.68	3.81	3.14
Subtotal:	\$2,984,100		100%						
Phase 3B – Unit R	\$ 490,000			14.11	9.94	8.55	4.68	3.81	3.14
Subtotal:	\$3,474,100			100%					
Phase 3C – Unit CC	\$1,455,300				29.52	25.39	13.92	11.31	9.34
Subtotal:	\$4,929,400				100%				
Phase 2A – Unit P*	\$ 801,640					13.99	7.67	6.23	5.14
Subtotal:	\$5,731,040					100%			
Phase 4 (Black Diamond Parcel*)	\$4,728,500						45.21	36.75	30.33
Subtotal:	\$10,459,540						100%		
Phase 5 Commerce Place Parcel*	\$2,405,900							18.70	15.43
Subtotal:	\$12,865,440							100%	
Phase 6 Ford Parcel*	\$2,725,870								17.48
TOTAL	\$15,591,310								100%

* **Note:** Number of Units may vary in Future Phases 2, 4, 5 and 6

In the event that addition of Units to the Regime results in a calculation of percentage interest in accordance with the above formula which does not total one hundred (100%) percent, the amount necessary to bring such total to one hundred (100%) percent shall be allocated by the Board of Directors or its designated Management Agent.

TOTAL VALUE. The total statutory value of the Property in Phase 1 is \$2,494,100; for Phase 1 combined with Phase 3A and 3B is \$3,474,100; for Phase 1 combined with all of Phase 3 is \$4,929,400; and with all of Phase 2 is \$5,731,040; and with all of Phase 4, \$10,459,540; and with all of Phase 5, \$12,865,440; and with all of Phase 6, \$15,591,310. Per the terms of the Master Deed, each of these "Phases" may be staged in sub-phases and may be taken out of sequence.

NOTE: THESE VALUATIONS ARE FOR PURPOSES OF THE SOUTH CAROLINA HORIZONTAL PROPERTY ACT.

**EXHIBIT "D-1" TO FOURTH AMENDMENT TO MASTER DEED
THE 1188 CENTRE HORIZONTAL PROPERTY REGIME**

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

JOINDER OF MORTGAGEE

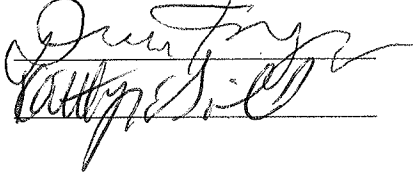
WHEREAS, TD BANK, N.A., as the successor by merger to CAROLINA FIRST BANK ("Mortgagee"), is the owner and holder of a construction loan mortgage upon certain real property located on Hilton Head Island, South Carolina, described on Exhibit "A" to the Master Deed of THE 1188 CENTRE HORIZONTAL PROPERTY REGIME; and

WHEREAS, said construction loan documentation is evidenced by that mortgage in the original principal sum of One Million Four Hundred Sixty Thousand and 00/100 DOLLARS (\$1,460,000.00), said mortgage dated December 9, 2003, and recorded in the Land Records of Beaufort County, South Carolina, on December 12, 2003, in Book 1884 at Page 642, *et seq.*, and an Assignment of Leases and Rents recorded June 5, 2007 in Book 2579 at Page 1079, as modified by Modification Agreement recorded on August 12, 2008 in Book 2754 at Page 2301 (said Mortgage, Assignment and Modification collectively referred to as "Mortgage").


NOW, KNOW ALL MEN BY THESE PRESENTS, that Mortgagee joins in the Fourth Amendment to Master Deed of THE 1188 CENTRE HORIZONTAL PROPERTY REGIME and the provisions of the Horizontal Property Act of South Carolina for the sole purpose of consenting to the amendment by the Declarant of the Master Deed for THE 1188 CENTRE HORIZONTAL PROPERTY REGIME. Mortgagee makes no representations or warranties as to the validity of the documents creating the Regime nor the development and physical construction of the Building and Units within the Regime.

This Joinder of Mortgagee shall in no way affect or diminish the lien of the existing Mortgage on the remaining portions of the property described in the aforementioned Mortgage referenced hereinabove.

WITNESSES:



TD BANK, N.A.

By: 

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Benjamin R. Jenkins III, as (President, Vice-President or other duly authorized officer) of TD BANK, N.A. on behalf of the corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 26th day of August, 2015

MICHELLE D. YOUNG
Notary Public, State of South Carolina
My Commission Expires **01/18/2024**

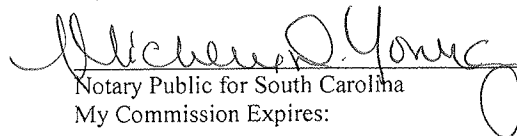
 (SEAL)
Notary Public for South Carolina
My Commission Expires:

Exhibit "D" to Fourth Amendment to Master Deed The 1188 Centre HPR

EXHIBIT "D-2" TO FOURTH AMENDMENT TO MASTER DEED
THE 1188 CENTRE HORIZONTAL PROPERTY REGIME

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

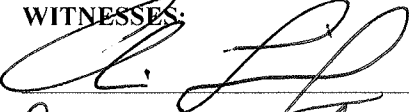
WHEREAS, JULIE H. KING ("Mortgagee"), is the owner and holder of a construction loan mortgage upon certain real property located on Hilton Head Island, South Carolina, described on Exhibit "A" to the Master Deed of **THE 1188 CENTRE HORIZONTAL PROPERTY REGIME**; and


WHEREAS, said construction loan documentation is evidenced by that mortgage in the original principal sum of Two Hundred Seventy-one Thousand Four Hundred Fifty Dollars and 03/100 (\$271,450.03), said mortgage dated August 4, 2010, and recorded in the Land Records of Beaufort County, South Carolina, on August 18, 2010, in Book 2982 at Page 2246, et seq.

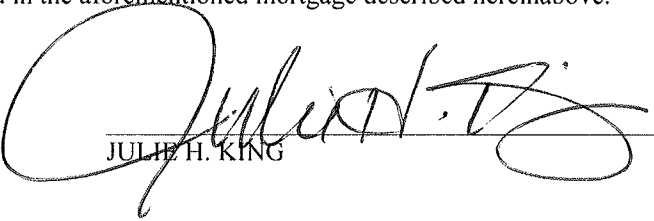
NOW, KNOW ALL MEN BY THESE PRESENTS, that Mortgagee joins in the Fourth Amendment to Master Deed of **THE 1188 CENTRE HORIZONTAL PROPERTY REGIME** and the provisions of the Horizontal Property Act of South Carolina for the sole purpose of consenting to the amendment by the Declarant of the Master Deed for **THE 1188 CENTRE HORIZONTAL PROPERTY REGIME**. Mortgagee makes no representations or warranties as to the validity of the documents creating the Regime nor the development and physical construction of the Building and Units within the Regime.

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

WITNESSES:








JULIE H. KING

STATE OF SOUTH CAROLINA)
)
) **ACKNOWLEDGMENT**
COUNTY OF BEAUFORT)

I, the undersigned Notary Public, do hereby certify that JULIE H. KING personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24 day of August, 2015



Notary Public for South Carolina
My Commission Expires: 10-31-2021 (SEAL)

