

STATE OF SOUTH CAROLINA ) FIRST AMENDMENT TO MASTER DEED  
 ) ESTABLISHING GLENEAGLE GREEN  
 COUNTY OF BEAUFORT ) HORIZONTAL PROPERTY REGIME NO. 26

WHEREAS, CALIBOGUE ASSOCIATES, LTD, a South Carolina Corporation, is the sole owner of the fee simple title to property located in the County and State aforesaid and desires to submit such of that property as specifically described herein to a Horizontal Property Regime according to the laws of the State aforesaid and subject to the conditions and restrictions contained herein; and

WHEREAS, CALIBOGUE ASSOCIATES, LTD. has already established the Gleneagle Green Horizontal Property Regime No. 26 by a Master Deed dated March 1, 1983, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina on March 9, 1983 in Deed book 365 at Page 294; and

WHEREAS, Paragraph 3 of said Master deed contains provisions whereby CALIBOGUE ASSOCIATES, LTD. ("Grantor") can elect to submit Phase II of Gleneagle Green to the Gleneagle Green Horizontal Property Regime No. 26.

NOW THEREFORE, in consideration of the premises and the benefit expected to flow to it as a result of the submission of the property to the Gleneagle Green Horizontal Property Regime No. 26;

KNOW ALL MEN BY THESE PRESENTS that CALIBOGUE ASSOCIATES, LTD., for itself, its successors and assigns, hereby submits Phase II and the land and all improvements thereon, and to be constructed thereon, described in Exhibit A, attached hereto and, by reference, incorporated herein, to the Gleneagle Green Horizontal Property Regime No. 26 according and subject to the terms, provisions, covenants and restrictions contained in said Master Deed Establishing Gleneagle Green Horizontal Property Regime No. 26, and the S.C. Code Ann. (1976), ss 27-31-10 through 27-31-300, Horizontal Property Act (Act) as it is now constituted and as it may from time to time be amended; provided, however, that such submission shall be and is further subject to the

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17		1189	

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conditions, provisions and restrictions contained herein, all of which shall run with the land.

1. NAME: The property described herein shall hereafter be part of the Gleneagle Green Horizontal Property Regime No. 26 (Regime).

2. DESCRIPTION OF PROPERTY AND BUILDING: The land is described in Exhibit A. The building is described in the plans prepared by Lee, McCleskey, Miller, Inc., Architects, a copy of which is recorded in the Office of the Clerk of Court for Beaufort County South Carolina as shown in Exhibit "C", attached hereto and, by reference, incorporated herein. There exists on the Phase II property three (3) multi-unit buildings, two of which contain two (2) apartments (townhouses) each and one (1) building which contains four (4) apartments (townhouses), for a total of eight (8) apartments. The apartments contain approximately 12,278 square feet.

3. GENERAL COMMON ELEMENTS: All portions of the Regime that are not apartments are Common Elements. Those portions of the Common Elements that are not assigned to certain Apartment or Apartments as set forth below, are hereby designated General Common Elements. In addition to those defined in the Act, the following shall be General Common Elements:

(a) All lobbies, common storage areas, roads, driveways, parking areas, non-load bearing walls (except for those located entirely within an Apartment), swimming pool, pool deck, pool equipment house, decks (except for those portions of the decks hereinafter declared to be Limited Common Elements), conference room (including plumbing, heating, and ventilation equipment located in or serving such building) and any common mailbox facilities, signs and grounds.

(b) Compartments for, and installations of, common telephone, television and/or cable television, sewer and sewer lift stations and equipment, irrigation lines trash disposal facilities.

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4. LIMITED COMMON ELEMENTS: The Limited Common Elements appurtenant to each Apartment are hereby designated Limited Common Elements and reserved for the exclusive use of said Apartment or Apartments. The Limited Common Elements are as follows:

(a) The surface areas and railings of all decks and porches accessible by normal means solely from a specific Apartment;

(b) All material, including but not limited to, studs, sheetrock and plywood, attached to or on the inside surface of perimeter walls, floors and ceilings of a specific Apartment;

(c) All doors, windows, screens, ventilation fans and vents located in the perimeter walls, floors or ceilings of a specific Apartment; and

(d) All air-handling units, condensers, ducts and components serving a specific Apartment and all water, power, telephone, television and cable television, electricity, plumbing, gas (if applicable) and sewer lines located in an Apartment or in the walls thereof; provided, however, that the portion of said lines located in a common compartment for, or installation of, such lines shall be General Common Elements as described above.

Such Limited Common Elements may be reassigned at any time and from time to time, provided that any and all such reassignments shall be made in accordance with the provisions of the Act and the Master Deed. A Common Element not previously assigned as a Limited Common Element may be so assigned upon (i) written application to the Council by the Apartment Owner or Apartment Owners for whose exclusive use of such Limited Common Elements is requested, (ii) the approval of Apartment Owners to which at least sixty-seven percent (67%) of the voting percentage of the Council is allocated, (iii) the consent of the First Mortgagees holding mortgages on the Apartments to which fifty-one percent (51%) of the votes appertaining to Apartments subject to first-in-priority mortgages appertain. Upon such application, approval and consent, the Board shall prepare and execute an

Amendment to the Master Deed assigning the rights and obligations with respect to such Limited Common Element. Such amendment shall be delivered and become effective in accordance with the provisions of the Act.

5. DESCRIPTION OF APARTMENTS: An Apartment (as defined in the Act) is generally described and each type of Apartment is specifically described in Exhibit D, attached hereto and, by reference, incorporated herein. The graphic description and area of each Apartment is shown in Exhibit C. The location within the building and number of each Apartment is shown in Exhibit F, attached hereto and, by reference, incorporated herein.

6. PLOT PLANS AND FLOOR PLANS: The plot plan showing the location of the Building and improvements is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 32 at Page 23. The floor plans showing the dimensions and area of each type of Apartment are shown by Exhibit C. The floor plans showing the dimensions, areas and locations of General Common Elements affording access to each Apartment are identified by Exhibit C.

7. PERCENTAGE OF OWNERSHIP: The value of each Apartment, the value of all Apartments and the percentage of ownership for purposes of ownership of the General Common Elements and liability for Common Expenses, assessments and voting are shown in Exhibit E, attached hereto and, by reference, incorporated herein. This Amendment and Exhibit E attached hereto shall also serve as a corrective amendment to the Master Deed and Exhibit E therein. The Co-owner percentage interest in the Common Elements shown in Exhibit E attached hereto shall be controlling.

8. This Amendment to the Master Deed establishing Gleneagle Green Horizontal Property Regime No. 26 shall subject Phase II of Gleneagle Green to all the rights, benefits and limitations of the covenants, restrictions and warranties contained in the Master Deed.

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9. This Amendment shall also serve as the Declaration described in Paragraph 3(B) of the Master Deed establishing Gleneagle Green Horizontal Property Regime No. 26.

10. The architect's certificate of substantial completion (Exhibit C) for apartment numbers 2538, 2537, 2532 and 2531 shall be submitted at a later time by an amendment to the Master Deed.

IN WITNESS WHEREOF, CALIBOGUE ASSOCIATES, LTD., a South Carolina Corporation, by the Hands and Seals of its Officers, has set its Hand and Seal this 4<sup>th</sup> day of May, 1984.

CALIBOGUE ASSOCIATES, LTD,  
A South Carolina Corporation

By: J. B. Fraser, Jr.  
J. B. Fraser, Jr., President

Attest: J. Simon Fraser  
J. Simon Fraser, Secretary

William S. Ruff  
Margaret B. Lucky

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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

PROBATE

PERSONALLY APPEARED before me William S. Rose, Jr.  
and made oath that s/he saw the within-named CALIBOGUE ASSOCIATES,  
LTD., by J. B. FRASER, JR., its President, and J. SIMON FRASER,  
its Secretary sign, seal and, as its act and deed, deliver the  
within-written Master Deed Amendment for the uses and purposes  
therein mentioned and that s/he with Margaret B. Luckey witnessed  
the execution thereof.

William S. Rose, Jr.

SWORN TO BEFORE ME THIS 4<sup>th</sup>  
day of May, 1984.

Margaret B. Luckey (SEAL)  
Notary Public for South Carolina

My Commission Expires: 3/2/88

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EXHIBIT A

GLENEAGLE GREEN  
HORIZONTAL PROPERTY REGIME NO. 26

PROPERTY DESCRIPTION

ALL that certain piece, parcel or tract of land, situate, lying and being in Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina, and being more particularly shown and described as Parcel 2, 1.016 Acres on a plat of "1.439 Acres, Sea Pines Service Area, A Section of Sea Pines Plantation," dated March 8, 1982, and revised June 16, 1982, June 28, 1982, and July 19, 1982, prepared by Jerry L. Richardson, S. C. Reg. L.S. No. 4784 of Coastal Surveying Co., Inc. and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30 at Page 144, and more particularly described as follows:

Commencing at the POINT OF COMMENCING as designated on the above-referenced plat thence S26°53'00"W for a distance of 89.88 feet to a point, thence S60°05'01"W for a distance of 112.39 feet to a point, thence N34°08'00" W for a distance of 120.68 feet to a point, thence S55°52'00"W for a distance of 100.00 feet to an iron pin, which is the POINT OF BEGINNING, thence N09°22'W for a distance of 271.35 feet to an iron pin; thence N88°56'05"W for a distance of 33.48 feet to an iron pin; thence S70°58'00"W for a distance of 150.00 feet to an iron pin; thence S19°02'00"E for a distance of 207.63 feet to an iron pin; thence S0°21'00"W for a distance of 62.12 feet to an iron pin; thence N75°44'19"E for a distance of 158.10 feet to the POINT OF BEGINNING.

Together with all rights of CALIBOGUE ASSOCIATES, LTD., under that certain Easement covering the Amenities Area as designated on the above referenced plat entitled "1.439 Acres, Sea Pines Service Area, A Section of Sea Pines Plantation," prepared by Jerry L. Richardson, R.L.S., dated July 20, 1982, and recorded in Deed Book 351 at Page 991 in the Office of the Clerk of Court for Beaufort County, South Carolina.

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Together with that certain Perpetual Non-exclusive Easement shown as Easement No. 1, 0.518 acre on a plat dated September 3, 1982, and entitled "Sea Pines Center, 2.382 Acres, Various Easements, a Section of Sea Pines Plantation, " prepared by Jerry L. Richardson, S.C. R.L.S. No. 4784, said plat being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 31 at Page 4, and as may be amended.

Expressly included within this conveyance is an eight-twentieths (8/20) undivided interest in the Amenities Area shown and described as "Amenities Area, 0.308 Ac." on a plat of "1.439 Acres, Sea Pines Service Area, A Section of Sea Pines Plantation," dated March 8, 1982 and revised June 16, 1982, June 28, 1982, and July 19, 1982, prepared by Coastal Surveying Co., Inc. and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30 at Page 144.

The within property is conveyed subject to all easements, covenants, restrictions, etc. of record in the Office of the Clerk of Court for Beaufort County, South Carolina and is further conveyed subject to a certain Easement recorded in said Clerk's Office in Deed Book 351 at Page 991.

EXHIBIT C

GLENEAGLE GREEN  
HORIZONTAL PROPERTY REGIME NO. 26

See Plans on record in the Office of the  
Clerk of Court for Beaufort County in Plat  
Book 32 at Page 23.

The undersigned, LEE, McCLESKEY, MILLER, INC., formerly  
Lee and Partners, Architects, authorized and licensed in the  
State of South Carolina hereby certifies that the Plans of  
Gleneagle Green Horizontal Property Regime No. 26, identified  
above, fully and accurately, within reasonable construction  
tolerances, depicts the layout and dimensions of Apartments 2536,  
2535, 2534 and 2533, and their common elements, limited common  
elements, and apartments shown therein.

LEE, McCLESKEY, MILLER, INC.

[Signature]  
[Signature]

By: [Signature]

Its: Vice President

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

PROBATE

PERSONALLY appeared before me Barbara Becker  
who made oath that s/he saw the within-named LEE, McCLESKEY,  
MILLER, INC., by Samuel H. McCleskey, III, its Vice-President,  
sign, seal and as its act and deed, deliver the foregoing certi-  
ficate and that s/he with Dina Lopes witnessed  
the execution thereof.

[Signature]

SWORN TO BEFORE ME THIS 4th  
day of June, 1984

Ray A. Best (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 12/15/92



EXHIBIT "D"  
GLENEAGLE GREEN  
HORIZONTAL PROPERTY REGIME NO. 26

The apartments include (a) the space enclosed by the unfinished surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space; (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions); and (c) the decorated inner surfaces of said perimeter and interior walls (including the decorated inner surfaces of all load bearing walls) and floors, ceilings, consisting (as the case may be) of paint, gypsum board, carpeting, tiles and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any dwelling space, commencing at the point of disconnection from the structural body of the building and from utility lines, pipes or systems serving the dwelling space. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular dwelling space of a building, nor any property of any kind, including fixtures and appliances within any apartment, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to be a part of any apartment.

The Gleneagle Green Villas Buildings 4, 5 & 6 contain eight (8) apartments, two (2) of which are two-bedroom townhouses (2534 & 2535) and six (6) of which are three-bedroom townhouses (2531, 2532, 2533, 2536, 2537, 2538).

Two Bedroom Townhouses

There are two two-bedroom townhouses; both are located at the center portion of Building 5. Both are essentially separate. The south end apartment is a mirror image of the north end apartment. Each apartment contains approximately 1452.34 Square Feet, plus a partially covered entry deck and one partially covered exterior deck accessible from the living area.

The apartment is entered from an open air entry deck which contains approximately 30 square feet. Entry into the unit itself is made into a foyer which contains approximately 67 square feet which connects to a hall which contains approximately 70 square feet. Toward the front of the apartment, off hall #1 is a closet with approximately 7.75 square feet, a powder room with approximately 33.35 square feet and a kitchen with approximately 85.36 square feet. The kitchen is furnished with dishwasher, disposal, refrigerator with ice maker, cook top stove and microwave oven, all of which are all electrical. To the rear of the kitchen is a breakfast area with approximately 53.36 square feet. Just off the breakfast area is a laundry containing a washer and dryer, both electric, with approximately 40 square feet and off the laundry is a pantry closet with 12 square feet.

Toward the back of the apartment, off of hall #1, is the dining area with approximately 88 square feet. At the end of the hall is the living area with approximately 306 square feet. Off of this living area is a deck and stairs down to grade level which have approximately 200 square feet and 20 square feet respectively.

Opposite the dining area, across hall #1 is a closet with approximately 15 square feet (which contains the water heater) and a stairwell up to the 2nd level with approximately 60 square feet.

The second level contains a connecting bridge between the two bedrooms and bath. The bridge has approximately 43 square feet. The bridge overlooks the dining area on one side and the entry foyer to the other side. Bedroom #2 is located toward the front of the apartment and contains approximately 163 square feet. Off of Bedroom #2 is a walk-in closet and a bath #2 with approximately 26.65 square feet and 50.47 square feet respectively.

Toward the back of the apartment, opposite Bedroom #2, down the bridge, up two risers, is the master bedroom with approximately 200.23 square feet with two closets either side of the master bath entry, one closet contains approximately 11.65 square feet and the other contains approximately 15.91 square feet. Off the master bedroom toward the back is a covered exterior balcony containing approximately 18 square feet.

Off of the master bedroom between the two closets is the entry to the main portion of the master bedroom with approximately 60 square feet. Just off the main portion of the master bedroom is a separate compartment with shower and toilet approximately 28.25 square feet.

#### Three Bedroom Townhouses

There are six three bedroom townhouses. All are located at the ends of each building. All are essentially identical. The south end apartments being mirror images of the north end apartments, in each building. Each apartment contains approximately 1661.42 square feet plus a partially covered entry deck and one partially covered exterior deck accessible from the living area.

The apartment is entered from an open air entry deck which contains approximately 40 square feet. Entry into the unit itself is made into foyer which contains approximately 50.23 square feet, a closet is off the foyer which contains approximately 7.76 square feet, which connects to a hall which has approximately 44 square feet.

Off of hall #1 is the kitchen with approximately 85.36 square feet. The kitchen is furnished with dishwasher, disposal, refrigerator with ice maker, cook top stove, double ovens, all of which are all-electric. To the rear of the kitchen is a breakfast area with approximately 53.36 square feet.

Opposite the kitchen entrance off of hall #1 is bedroom #3 with approximately 161.89 square feet and a closet with approximately 12.66 square feet. Off of bedroom #3 and hall #1 is bath #3 which has approximately 47 square feet.

Also off of hall #1 toward the back of the apartment is the dining area with approximately 88 square feet. At the end of the hall is the living area with approximately 306 square feet. Just off this living area is a deck and stairs down to grade level which have approximately 250 square feet and 20 square feet respectively.

Opposite the dining area across hall #1 is a closet with approximately 15 square feet (which contains the water heater) and a stairwell up to the second level with approximately 60 square feet.

The second level contains a connecting bridge between the two bedrooms and baths and a laundry. The bridge has approximately 43 square feet and overlooks the dining area on one side. The laundry is located at the top of the stair off the bridge. The laundry has approximately 39 square feet with a closet of approximately 10 square feet.

Bedroom #2 is located toward the front of the apartment and contains approximately 163 square feet. Off of bedroom #2 is a walk-in closet and a bath #2 with approximately 26.65 square feet and 50.47 square feet respectively.

Toward the back of the apartment, opposite bedroom #2, down the bridge, up two risers, is the master bedroom with approximately 200.23 square feet with two closets either side of the master bath entry, one closet contains approximately 11.65 square feet and the other contains approximately 15.91 square feet. Off the master bedroom toward the back is a covered exterior balcony containing approximately 18 square feet.

Off of the master bedroom between the two closets is the entry to the main portion of the master bedroom with approximately 60 square feet. Just off the main portion of the master bedroom is a separate compartment with shower and toilet with approximately 28.25 square feet.

EXHIBIT E  
 GLENEAGLE GREEN  
 HORIZONTAL PROPERTY REGIME NO. 26

PHASE II  
CO-OWNER PERCENTAGE INTEREST IN THE COMMON ELEMENTS

<u>Apartment Number</u>	<u>Value</u>	<u>% Interest After Phase I</u>	<u>% Interest After Phase II</u>
2531	\$ 230,000	-	5.228%
2532	230,000	-	5.228%
2533	230,000	-	5.228%
2534	205,000	-	4.660%
2535	205,000	-	4.660%
2536	230,000	-	5.228%
2537	230,000	-	5.228%
2538	230,000	-	5.228%
2539	230,000	8.814%	5.228%
2540	205,000	7.853%	4.660%
2541	205,000	7.853%	4.660%
2542	230,000	8.814%	5.228%
2543	230,000	8.814%	5.228%
2544	205,000	7.853%	4.660%
2545	205,000	7.853%	4.660%
2546	230,000	8.814%	5.228%
2547	230,000	8.814%	5.228%
2548	205,000	7.853%	4.660%
2549	205,000	7.853%	4.660%
2550	230,000	8.824%	5.228%
	<u>\$ 4,400,000</u>	<u>100%</u>	<u>100%</u>

RECORDED THIS 14th DAY  
 OF June 19 84  
 IN BOOK P PAGE 577  
 BY Henry Jackson  
 AUDITOR, BEAUFORT COUNTY, S. C.

*woods*

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