

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

TREETOPS II PARTNERSHIP, a South )  
Carolina Joint Venture )

SECOND  
AMENDMENT TO MASTER DEED  
OF TREETOPS HORIZONTAL  
PROPERTY REGIME  
(Phase IIabc)

TO )

TREETOPS HORIZONTAL PROPERTY )  
REGIME )  
)  
)  
)

WHEREAS, on the 14th day of December, 1983, Treetops Limited Partnership, a South Carolina Limited Partnership executed a certain Master Deed establishing the Treetops Horizontal Property Regime, which Master Deed was recorded on the 19th day of December, 1983, in Deed Book 384 at Page 259, and subsequently re-recorded on the 12th day of December, 1983, in Deed Book 385, at Page 107, and subsequently re-recorded on the 3rd day of February, 1984, in Deed Book 387 at Page 1111, et seq.; and

WHEREAS, the said Treetops Limited Partnership, as Sponsor, filed an Amendment to Master Deed dated September 10, 1984, (FIRST AMENDMENT) which Amendment was recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 412 at Page 1148; and,

WHEREAS, the said Master Deed reserved the right at the sole option of the named Sponsor, its successors, grantees or assigns, that the project could be divided into a number of phases being activated by the aforementioned Master Deed with the provision that these future phases of said property could be made part of the Treetops Horizontal Property Regime at the election of the Sponsor and upon the filing of Amendments submitting said property to said Regime; and,

WHEREAS, the future phase property was described on Exhibit "F" to the original Master Deed; and,

WHEREAS, said future phase property has subsequently been acquired by Treetops II Partnership, a South Carolina Joint Venture, said conveyance evidenced by deeds dated April 25, 1985, and recorded May 2, 1985, in Deed Book 418 at Page 1361, and Deed Book 418 at Page 1368 and all of the rights reserved under the aforementioned Master Deed were assigned by Treetops Limited Partnership to Treetops II Partnership; and,

BETHEA, JORDAN  
& GRIFFIN, P. A.  
ATTORNEYS AND  
COUNSELLORS AT LAW  
HILTON HEAD ISLAND, S. C.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
540	18		250A	

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WHEREAS, the Treetops II Partnership is the successor and assign of the Treetops Limited Partnership and is the Sponsor herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Treetops II Partnership, a South Carolina Joint Venture, whose sole Joint Venture partners are THE DELTA GROUP, a South Carolina General Partnership and COLLEGE INVESTMENTS OF S.C., INC., with its principal offices on Hilton Head Island, South Carolina, hereinafter referred to as "Sponsor", does hereby declare:

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

2. GENERAL NARRATIVE:

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(a) As noted in the ~~Recitals~~ <sup>Recitals</sup> herein is an assignee of the original Sponsor under the Treetops Master Deed. Treetops II Partnership, as Sponsor herein, has engaged in substantial site design and land planning with respect to the development of the within described property and future development within the Treetops Horizontal Property Regime. As referenced in Article NINTH of the recorded Master Deed the Sponsor reserved the right to include in the Treetops Horizontal Property Regime a maximum number of three hundred eight (308) Apartments for all phases (including Phase I which consisted of seventy-eight (78) Apartments). It was contemplated that three (3) additional phases of seventy-four (74), seventy-eight (78) and seventy-eight (78) Apartments would be utilized; however, the right was reserved to construct fewer Apartments for each phase and to extend the number of phases so long as the maximum number of Apartments was not exceeded. The Sponsor herein has submitted and received approval to a new general plan of development for the Treetops Horizontal Property Regime, future phase property. Reference is made to the Development Permit No.D-00118 issued by the Town of Hilton Head Island on May 1, 1985, which has approved a total of an additional two hundred six (206) Apartments. This amount of Apartments, supplementing the original seventy-eight (78) Phase I Apartments results in a total of two hundred eighty-four (284) Apartments for the entire Treetops condominium project.

(b) For the ease of construction scheduling and for construction loan purposes, Sponsor has established a subphasing schedule for the additional two hundred six (206) Apartments as referenced above. This phasing schedule, as currently planned, and subject to modifications, is as follows:

<u>PHASE</u>	<u>AREA (est.)</u>	<u>PROPOSED NO. UNITS</u>
IIa	0.503 AC.	7
IIb	0.691 AC.	12
IIc	0.652 AC.	14
IIId	0.996 AC.	10

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<u>PHASE</u>	<u>AREA</u>	<u>PROPOSED NO. UNITS</u>
Iie	0.550 AC.	8
IIf	0.466 AC.	6
<b>TOTAL (Phase II)</b>	<b>3.858 AC.</b>	<b>57</b>
IIIa	0.785 AC.	14
IIIb	0.575 AC.	10
IIIc	0.245 AC.	7
IIId	0.732 AC.	12
IIIe	0.986 AC.	0
IIIf	0.352 AC.	9
IIIg	0.880 AC.	13
IIIh	0.511 AC.	12
<b>TOTAL (Phase III)</b>	<b>5.066 AC.</b>	<b>77</b>
IVa	0.413 AC.	16
IVb	0.958 AC.	6
IVc	0.583 AC.	10
IVd	0.962 AC.	10
IVe	0.505 AC.	12
IVf	0.618 AC.	10
IVg	0.158 AC.	8
<b>TOTAL (Phase IV)</b>	<b>4.197 AC.</b>	<b>72</b>

Notwithstanding the above, it may be possible to combine certain sub-stages of an overall phase. In other words, the timing of construction of the respective sub-stages might be close enough that where two or more sub-stages would be combined into a single amendment. Such is the situation in this current Amendment where subphases IIa, IIb and IIc are combined and designated "Phase IIabc". For purposes of the Horizontal Property Act and future descriptions of Apartments within Treetops Horizontal Property Regime, the designation of the sub-phase will not be utilized. Therefore, a typical Apartment would be known, by way of legal description, as "Apartment \_\_\_\_, Phase II, Treetops Horizontal Property Regime". These Apartments will be numbered numerically and there will be no duplication Apartment Numbers within all of the phases.

(c) In addition to the modification of the site layout and total number of Apartments, Sponsor has also modified the floor plans. The architect for the Phase II and subsequent phase Apartments is National Homes Manufacturing Company, William F. Burton, a South Carolina Registered Engineer No.1562. Accordingly, a full set of floor plans, a Certificate of Completion and walk through descriptions of the Apartments is attached to this Second Amendment to Master Deed. Any further modifications will be noted in subsequent amendments.

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(d) For purposes of the percentage interest chart attached as Exhibit "I" to the original Master Deed, there were four (4) different types of Apartments with statutory values attached thereto. As recited more completely hereinbelow, there are six (6) floor plans in Phase II and subsequent phases of the project. These new floor plans coincide with the existing plans for purposes of the percentage interest as follows:

<u>Phase I Type</u>	<u>Phase II and Future Phase Type</u>
Type A-Patio	2/2S (patio); 2/2C (patio)
Type A-Upper	2/2S
Type B-Upper	3/3S; 3/3C; 2/2S (penthouse)
Type C-Upper	None

As reserved in the original Master Deed, the above floor plans and other design criteria may be modified by Sponsor or its successors for future phases.

3. CREATION PHASE IIabc. Sponsor does hereby elect to exercise and does hereby exercise the options and rights hereinabove referred to and more particularly set forth in the recorded Master Deed of the Treetops Horizontal Property Regime, to amend said Master Deed to include the Phase IIabc property more particularly described and set forth in Exhibit "A" hereto, as a part of the Treetops Horizontal Property Regime in such a way that the said Treetops Horizontal Property Regime shall be composed of the property formerly designated as Phase I and the property designated as Phase IIabc. Effective upon the filing of this Amendment, the property included in the Treetops Horizontal Property Regime shall be as described in Exhibit "B" hereto which description includes both the Phase I and Phase IIabc properties.

4. LAND: Sponsor is the sole owner of the land described in Exhibit "A" herein, which land is shown on a plat thereof, said plat being designated as Exhibit "C" and being attached hereto and made a part hereof and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 32 at Page 153.

5. PHASE IIabc PROPERTY; REGIME: Sponsor does hereby, by duly executing this Amendment to the Master Deed of the Treetops Horizontal Property Regime, submit the land referred to in Paragraph 4, together with the buildings 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 for the Treetops Horizontal Property Regime and the provisions of the Horizontal Property Act of the State of South Carolina, and does hereby state that it proposes to make the property a part of the Treetops Horizontal Property Regime to be governed by the provisions of the aforementioned Master Deed and the provisions of Horizontal Property Act of South Carolina.

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6. IMPROVEMENTS: The improvements constructed on and forming a part of the Property are constructed in accordance with the plot plan and floor plans identified as Exhibit "C" and Exhibit "D" attached hereto and made a part hereof. Exhibit "C" consists of an "as built" survey of the Property prepared by Sea Island Engineering, Inc., Benjamin Wilson, R.L.S. (S.C.) #5424. Exhibit "D" plans are certified by National Homes Manufacturing Company, William F. Burton, engineer, duly licensed to practice in the State of South Carolina under Registration Number 1552. Also attached to this Amendment as Exhibit "E" is a certificate that the buildings constructed on the Property, and specifically the buildings added to the Regime by this Amendment were constructed substantially in accordance with said plans.

7. APARTMENTS/BOUNDARIES:

(a) General Description. The property within Phase IIabc which is being added to and combined with the Phase I property of Treetops Horizontal Property Regime includes three (3) buildings known as Building No.1, Building No.2 and the Model Building, containing a total of sixteen (16) sections and thirty-three (33) individual dwelling units (hereinafter referred to as "Apartments") all of which are to be used for residential purposes. The Apartments are capable of individual utilization on account of having their 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 recorded Master Deed 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.

(b) Boundaries:

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(i) The upper boundaries of each Apartment shall extend to the inner surface of the roof sheathing over the Apartment. The upper boundaries of each Patio-type Apartment shall extend to and including the finished surface of the uppermost ceiling in such Apartment. The lower boundaries of each Upper Apartment shall extend to and including the finished surface of the lowermost floor. The lower boundaries of each Patio type Apartment shall extend to the bottom of the gypcrete/plywood flooring underlying the lowest level of the Apartment.

(ii) The perimetrical boundaries of the Apartment shall extend to the rear surface of the wall sheathing to which the exterior siding of the Apartment is attached and to the centerline of the masonry party wall adjacent to the Apartment.

(iii) The boundaries of each Apartment shall extend also to include the area enclosed or bounded by the screens, partitions, railings, balustrades, or fences of any

deck, terrace, balcony, stoop and steps, porch, courtyard, patio, or service area which is an integral and exclusive part of that particular Apartment. If any such area is not thus bounded or enclosed, the boundaries of the Apartment shall be extended to include the area defined or actually covered by any such deck, terrace, balcony, stoop and steps, porch, courtyard, patio, or service area. The aforementioned area shall not include any portion of the elevated wooden walkway system or any steps or landings appurtenant thereto, but shall include concrete entrance balconies adjacent thereto.

(iv) All lath, furring, wallboard, plaster-board, plaster, paneling, tiles, wallpaper, paint, finished flooring, carpet, and any other materials constituting any part of the finished surfaces of the walls, floors, and ceilings which are the boundaries of an Apartment, together with all speakers, telephones, and other communication equipment and all built-in light fixtures, wires, service outlets, vent outlets, heating and cooling Apartments and duct work, electrical switches, thermostats, hot water heaters, toilet and other bathroom fixtures and any and all other similar mechanical or physical fixtures which are within the perimetric walls or ceilings and serving a single Apartment or within the space above the ceiling and below the slab forming the floor of the Apartment above or, in the case of the top floor, the roof above, are a part of the Apartment.

(v) Any chute, flue, duct, chase, conduit, bearing wall, bearing column and all other similar mechanical or physical fixtures except those designated in paragraph (ii) above, whether or not it lies partially within and partially outside the designated boundaries of an Apartment, is a common element.

(vi) Subject to the provisions of paragraph (v), all spaces, interior non-bearing partitions, and other fixtures and improvements within the boundaries of an Apartment installed with the perimetric walls or ceilings whether as a part of the original construction or as a part of subsequent construction, are a part of the Apartment.

(vii) Notwithstanding the generality of the foregoing, each Apartment Owner shall be responsible for maintenance and repair of the following, whether it shall be defined as within a Apartment or not:

(1) the doorways, windows, vents, and other structural elements in the walls, floors, and ceilings of the Apartment which are regarded as enclosures of space;

(2) the doors opening into the Apartment and into any mechanical area integral to the Apartment, including the frames, casings, hinges, handles, and other fixtures which are part of the doors;

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(3) the window glasses, screens, frames, wells, and casings which are part of the windows opening from the Apartment;

(4) the metal flue and the plumbing and mechanical vents which exclusively serve the Apartment;

(5) the appliances, air conditioning and heating units and condensers, hot water heaters, lavatories, bath tubs, toilets, carpeting, floor covering, flooring, trim, ceilings, walls, framing, floor joists, insulation, and other fixtures, furnishings, and building materials which are part of the Apartment when delivered to the initial Apartment Owner;

(6) the screens, awnings, partitions railings, balustrades, bounding or enclosing any deck, walkways, balcony, patio or service area that is integral and exclusive to the Apartment, and the treated wood decking or concrete surface within any such area; and

(7) all pipes, wires, conduits, ducts, and other plumbing, mechanical, and electrical appurtenances which are integral and exclusive to the Apartment, including lamps attached to the exterior of the Apartment, and including water pipes serving the Apartment extending to the meter, sewer pipes serving the Apartment, and the underground drainage system beneath the Apartment, if applicable.

(8) any damage to a contiguous Apartment or an Apartment beneath Apartment Owner directly caused by a negligent action or inaction within the Apartment Owner's Apartment, which directly or indirectly causes damage to the downstairs or contiguous Apartment.

8. ACREAGE (This Phase): That the Property comprising Phase IIabc and being hereby added to the Property of the Treetops Horizontal Property Regime has a total of 1.863 acres, of which 19,623 square feet will constitute and be occupied by Apartments and a total of 61,530 square feet will constitute the remainder of the common elements.

9. TOTAL ACREAGE (Combined): That the total property of the Treetops Horizontal Property Regime, subsequent to the filing of this Amendment and including both the Phase I and Phase IIabc property, has a total of 8.504 acres of which approximately 56,020 square feet will constitute Apartments and approximately 321,297 square feet will constitute the remainder of the common elements.

10. APARTMENT TYPES: There are six (6) basic types of Apartments in Phase IIabc of the Treetops Horizontal Property Regime, those being particularly described in Exhibit "F" to this

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Amendment. The six (6) different types are designated and briefly described as follows:

(a) A 2/2S floor plan consisting of a two (2) bedroom, two (2) bath Apartment having approximately 1,225 gross square feet.

(b) A 2/2S (Patio) floor plan consisting of two (2) bedrooms, two (2) baths having approximately 1,225 gross square feet.

(c) A 2/2C (Patio) floor plan consisting of two (2) bedrooms, two (2) baths having approximately 1,075 gross square feet.

(d) A 3/3S floor plan consisting of three (3) bedrooms, three (3) baths having approximately 1,542 gross square feet.

(e) A 3/3C floor plan consisting of three (3) bedrooms, three (3) baths having approximately 1,416 gross square feet.

(f) A 2/2S (Penthouse) floor plan consisting of two (2) bedrooms, two (2) baths having approximately 1,350 gross square feet.

The specific Apartments in Phase IIabc are as follows:

Phase IIb	7301	2/2S (Patio)
(Bldg. 1)	7302	2/2S
	7303	2/2C
	7304	3/3C
	7305	2/2S
	7306	3/3S
	7501	2/2S (Patio)
	7502	2/2S
	7503	2/2C
	7504	3/3C
	7505	2/2S (Patio)
	7506	3/3S
Phase IIa	7701	2/2S (Patio)
(Model Bldg.)	7702	3/3S
	7703	2/2C
	7704	3/3C
	7705	2/2S (Patio)
	7706	2/2S
	7710	2/2 (Penthouse)



	<u>Apartment No.</u>	<u>Apartment Type</u>
Phase IIc (Bldg. 2)	7803	2/2C
	7804	3/3C
	7801	2/2S (Patio)
	7802	3/3S
	7903	2/2C
	7904	3/3C
	7901	2/2S (Patio)
	7902	3/3S
	8005	2/2S (Patio)
	8006	3/3S
	8003	2/2C
	8004	3/3C
	8001	2/2S (Patio)
	8002	2/2S

The buildings and Apartment types for subsequent stages of Phase II and future phases of Treetops Horizontal Property Regime, if applicable, may vary from the Apartment types in Phase IIabc as described herein.

11. COMMON ELEMENTS. The Common Elements of the Phase IIabc Property will be as follows:

(a) The General Common Elements:

(1) The Property, excluding the limited common elements and the Apartments, and including, but not limited to the land on which the Apartments are constructed, the foundations, roofs, exterior siding, fascia, sheathing, perimeter walls, walls and partitions separating units, load-bearing columns, slabs, foundation cross beams, stairway and stair towers, halls, corridors, lobbies, mechanical and equipment rooms, trash chutes, mail box areas, floors separating Apartments, mechanical chases, pipes, wires, conduits, air ducts, and public utility lines located within slabs or elsewhere in the building other than within the Apartment boundary as described above in Paragraph 7(b), including the space actually occupied by the above.

(2) All parking areas, street signs, storm drainage, guttering, retaining walls located on the Property.

(3) All roads, ramps, walkways, the elevated wooden walkway system and all stairs, paths, trees, shrubs, yards, (except such as are designated as limited common elements) gardens, etc., elevators and related equipment appurtenant thereto;

(4) All installations outside of the Apartments for services such as power, light, natural gas, telephone, television, water and other similar utilities.

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(5) All sewer, drainage and irrigation pipes, excluding those which are the property of the utility district or company.

(6) Such easements as described in Exhibit "A" to this Amendment and those easements through the Apartments for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Apartments, 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 services 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 re-construction of all or any part thereof, except such easements as may be defined as "Limited Common Elements".

(7) The recreational area, as shown on the plat of the property attached as Exhibit "B", and all improvements thereon, including the swimming pool, and related pool facilities and all other recreational facilities which may now or hereafter be located in the Property.

(8) All areas not designated as a limited common element and not described as lying within the boundary of an Apartment as described in Paragraph 7(b), hereof 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.

(b) The Limited Common Elements: FILED IN DEED - M BOOK 438 PAGE 1625  
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(1) All terraces, decks, patios and balconies immediately adjacent to each Apartment or to which each Apartment has direct access from the interior thereof as shown on the floor plans and plot plans identified as Exhibit "C".

(c) Combined Common Elements. That the Common Elements of the property, both General and Limited, and including Phase I and Phase IIabc property, shall be as set forth in the Master Deed establishing the Treetops Horizontal Property Regime, and as set forth hereinabove in Paragraphs 11(a) and 11(b).

(d) Parking Facilities. The parking facilities within the General Common Elements shall consist of approximately 57,462 square feet in the Phase I property, and 11,510 square feet in the Phase IIabc property, with a total of 68,972 square feet of parking in the Regime subsequent to the execution and recording of this Amendment.

12. PERCENTAGE OF INTEREST IN APARTMENTS: The percentage of title and interest appurtenant to each Apartment and the

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Apartment Owner's title and interest in the common elements (both General and Limited) of the Property (both Phase I and Phase IIabc) of the Treetops Horizontal Property Regime and their share in the profits and common monthly expenses as well as proportionate representation for voting purposes in the meeting of the Treetops Owners' Association (hereinafter usually referred to as "Association") of the Regime is based upon the proportionate value of each Apartment to the value of the total Property (both Phase I and Phase IIabc) as set forth in Exhibit "I" to the Master Deed establishing said Regime. Said percentages are likewise set forth in Exhibit "G" to this 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 "G" hereto shall not be altered without the acquiescence of the co-owners representing all of the Apartments expressed in a duly recorded Amendment to this Master Deed for such Regime or by an Amendment filed by the Sponsor in accordance with the reservations set forth in the Master Deed.

13. NON-APPLICABILITY OF SECTION 27-31-410: It is noted that the original recorded Master Deed made reference to Section 27-31-410, et seq., of the Code of Laws of South Carolina 1976, as amended, and that reference was made to certain engineer's report and other exhibits attached to the Master Deed in compliance with those statutory sections which concern conversion requirements. It is noted by Sponsor that as Phase IIabc (and all subsequent phases) will be new construction, this statutory section is inapplicable for Phase IIabc and subsequent phases.

14. REAFFIRMATION OF MASTER DEED PROVISIONS: As the sole purpose of this Amendment is to add the Phase IIabc property to the Treetops Horizontal Property Regime so as to make it an integral part of said Regime, and to describe the process by which additional phases are to be added to the Regime pursuant to Sponsor's development plan, all provisions of the Master Deed establishing the Treetops Horizontal Property Regime as recorded in the Office of the Clerk of Court 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. This Amendment is intended to comply with the provisions of the aforementioned Master Deed 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.

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IN WITNESS WHEREOF, TREETOPS II PARTNERSHIP, a South Carolina General Partnership, has caused these presents to be executed this 27th day of December, in the year of Our Lord one thousand nine hundred eighty-five and in the two hundred and tenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

TREETOPS II PARTNERSHIP, a  
South Carolina General  
Partnership

By: THE DELTA GROUP, General  
Partner

By: KKV Enterprises, Inc.

Barbara Andrus

By: Kumar K. Viswanathan  
Kumar K. Viswanathan,  
President

Carlene B. Kilgore

Attest: Carlyle Smith

By: Reed Realty, Inc.

By: John P. Reed  
John P. Reed, President

Attest: Carlyle Smith

By: COLLEGE INVESTMENTS OF S.C.,  
INC.

Diana Hannon

By: L. Jerry Chapman  
President

Lyle R. McBryde

Attest: L. Jerry Chapman  
Vice Pres.

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ATTORNEYS AND  
COUNSELLORS AT LAW  
HILTON HEAD ISLAND, S. C.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT ) PROBATE

PERSONALLY appeared before me Barbara Anderson who, on oath, says, that s/he saw the within named TREETOPS II PARTNERSHIP, by THE DELTA GROUP, a South Carolina Partnership by its General Partners, sign the within Master Deed, by KKV Enterprises, Inc. its General Partner, and Reed Realty, Inc. its General Partner, and that said Sponsor by said Partners, seal said Deed, and as its act and deed, deliver the same and that s/he with CARLENE B. KILGORE witnessed the execution thereof.

Barbara Anderson

SWORN to before me this 14 day of December, 1985

Carlene B. Kilgore (L.S.)  
Notary Public for South Carolina

My Commission Expires: 7-28-87

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE ) PROBATE

PERSONALLY appeared before me DIANN HANNON who, on oath, says that s/he saw the within named COLLEGE INVESTMENTS OF S.C., INC. by L. GARY GILLIAM its PRESIDENT sign the within Amendment, and L. JERRY CHAPMAN its VICE PRESIDENT attest the same, and the said Corporation, by said officers, seal said Instrument, and as its act and deed, deliver the same, and that s/he with Lytle R. McBrade witnessed the execution thereof.

Diann Hannon

SWORN to before me this 14<sup>th</sup> day of December, 1985.

Lytle R. McBrade (L.S.)  
Notary Public for South Carolina

My Commission Expires: 8-27-94

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SECOND AMENDMENT TO MASTER DEED PHASE IIabc

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
"A"	Description - Phase IIabc Land
"B"	Real Property Description (Phase I and Phase IIabc)
"C"	As-Built Survey (Phases I and IIabc and subsequent Phases)
"D"	Floor Plans
"E"	Certificate of Engineer
"F"	"Walk Through" Description of Apartments (Phase IIabc and Subsequent Phases)
"G"	Percentage of Interest in Common Elements
"H"	Joinder of Mortgagee

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EXHIBIT "A" TO SECOND AMENDMENT TO MASTER DEED

TREETOPS HORIZONTAL PROPERTY REGIME

LEGAL DESCRIPTION OF PHASE IIabc PROPERTY AND EASEMENTS

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, having and containing 1.863 acres, more or less, and being shown and described on a plat entitled "As Built Survey, Treetops Horizontal Property Regime, Phase IIabc", said plat being dated December 17, 1985, said plat being prepared by Sea Island Engineering, Inc., Benjamin Wilson, R.L.S. (S.C.) #5424 and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 22 at Page 153. Said property is more particularly described as follows, to-wit:

Commencing at the concrete monument which marks the intersection of that certain 100' foot right-of-way known as Cordillo Parkway and that certain 100' foot right-of-way known as Lemoyne Avenue and proceeding from said point (Noted as Point of Commencement on said plat) S26°08'00"E for a distance of 510 feet to a point which marks the Point of Beginning for the Phase IIabc Property; from said Point of Beginning thence proceeding S26°08'00"E for a distance of 121 feet to a point; thence proceeding S26°08'00"E for a distance of 111 feet to a point; thence proceeding S63°52'00"W for a distance of 290 feet to a point; thence proceeding N26°08'00"W for a distance of 66 feet to a point; thence proceeding S63°52'00"W for a distance of 20 feet to a point; thence proceeding N71°18'15"W for a distance of 116.27 feet to a point; thence proceeding N24°28'00"W for a distance of 24 feet to a point; thence proceeding N63°52'00"E for a distance of 40 feet to a point; thence proceeding N24°28'00"W for a distance of 70.25 feet to a point; thence proceeding N57°16'15"E for a distance of 58.50 feet to a point; thence proceeding N27°13'29"W for a distance of 104.12 feet to a point; thence proceeding N63°52'00"E for a distance of 18 feet to a point; thence proceeding S26°08'00"E for a distance of 124 feet to a point; thence proceeding N63°52'00"E for a distance of 20 feet to a point; thence proceeding N26°08'00"W for a distance of 3 feet to a point; thence proceeding N63°52'00"E for a distance of 255.59 feet to the point which marks the Point of Beginning.

For a more detailed description as to the courses, metes, bounds and distances and location of the above described Phase IIabc property, reference may be had to the above mentioned plat of record. In case of conflict, if any, between the above described

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metes and bounds, courses and distances description and the said plat of record, said plat shall be controlling.

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

FURTHER, SAVE AND EXCEPT THEREFROM, the right of ingress and egress over and across all roads and walkways shown on the above described plat of the Phase IIabc property, said reservation being unto the Sponsor herein, its successors, assigns and Grantees.

FURTHER, SAVE AND EXCEPT THEREFROM, title to and ownership of all water and sewer lines located on said Parcel or hereafter installed thereon, together with all pipes, pumps, pumping stations, 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, Sponsor expressly reserves unto itself, its successors and assigns, the right to improve the Phase IIabc property by clearing, constructing parking facilities and/or recreational amenities on the presently unimproved portions of the Phase IIabc property, said recreational amenities and parking facilities to be utilized for the Phase IIabc property and future phases of the Treetops Horizontal Property Regime, if applicable.

FURTHER, Sponsor expressly reserves unto itself, its successors and assigns, the right to install lines, equipment and facilities for utility and drainage purposes and to grant easements over the Phase IIabc property for the installation of additional lines, equipment or facilities for utility and drainage purposes from time to time.

FURTHER, Sponsor does likewise reserve unto itself, its successors or assigns, the right to grant similar easements, as described hereinabove, in favor of, but not necessarily limited to, future phases of the Treetops Horizontal Property Regime over and across the Phase IIabc property.

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EASEMENTS:  
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ALSO, a non-exclusive easement for the use of, ingress and egress on, over and through that overhead walkway with concrete walkway below, including stair towers, located on the contiguous property as shown and depicted in the above mentioned plat of record.

The above property is submitted to the Treetops Horizontal Property Regime subject to all existing restrictions, covenants, conditions and easements of record in the Office of the Clerk of

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Court for Beaufort County, South Carolina, including, but not necessarily limited to the following matters:

(a) Beaufort County and Town of Hilton Head Island Real Property Taxes and special assessments, if any, for the year 1986 and subsequent years.

(b) Covenants, rights, restrictions, conditions, easements, options and assessments as created or reserved in, or shown by instruments recorded in the Office of the Clerk of Court for Beaufort County, including those as follows:

(i) Declaration of Rights, Restrictions, Conditions, etc. which constitute Covenants Running with Certain Lands of The Hilton Head Company dated January 28, 1956, recorded in Deed Book 78 at Page 306 on February 27, 1956;

(ii) Conveyance of Rights from The Hilton Head Company in favor of Sea Pines Plantation Company, dated October 28, 1970, recorded in Deed Book 178 at Page 243 on November 2, 1970;

(iii) Warranty deed of Sea Pines Plantation Company in favor of Ocean Ventures, a Limited Partnership, dated November 9, 1970, recorded in Deed Book 179 at Page 18 on November 9, 1970; and

(iv) Deed of Sea Pines Plantation Company in favor of Treetops Associates, dated February 14, 1974, recorded in Deed Book 218 at Page 144 on February 19, 1974.

(c) Easements for installation and maintenance of power, telephone, gas, water and sewer lines referred to in that certain instrument recorded in the Office of the Clerk of Court for Beaufort County, in Deed Book 229 at Page 1541, as "in or over a strip of subject property 5 feet in width contiguous and parallel to the rights-of-way of Cordillo Parkway, LeMoyne Avenue, Woodward Avenue and the Southern Property line of Tract OV."

(d) Liability, if any, occasioned by the lack of any right of access to the land other than from that 100 foot right-of-way known as Cordillo Parkway, which abuts the land on the northerly side. (N.B. It is noted that the land is abutted on the northeast by property designated as "LeMoyne Avenue 100' R/W", all as shown on the plat referred to above).

(e) Any conditions, easements and rights as set forth in the Master Deed of Treetops Limited

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Partnership, a South Carolina Partnership, establishing Treetops Horizontal Property Regime, said Master Deed being dated December 14, 1983, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 384 at Pages 259-334 on December 19, 1983, and re-recorded on December 30, 1983, in Deed Book 385 at Pages 107-179, as re-recorded on February 3, 1984, in Deed Book 387 at Pages 1110-1187, as amended by Amendment to Master Deed dated September 10, 1984, recorded on February 5, 1985, in Deed Book 412 at Pages 1148-1157.

The property intended to be conveyed herein is a portion of the same property conveyed to the within Sponsor by deed of Corlewood Dunes Partnership recorded on May 2, 1985, in Deed Book 418 at Page 1361.

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EXHIBIT "B" TO SECOND AMENDMENT TO MASTER DEED

TREETOPS HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE I AND IIabc

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Set forth below is the ~~perpetual~~ ~~description~~ description of the Treetops Horizontal Property Regime effective with the filing of this Second Amendment:

All those certain pieces, parcels or tracts of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, having and containing 6.641 acres and 1.863 acres, more or less, and being shown and described on a plat entitled "As Built Survey, Treetops Horizontal Property Regime", said plat being dated December 17, 1985, said plat being prepared by Sea Island Engineering, Inc., Benjamin Wilson, R.L.S. (S.C.) #5424 and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 33 at Page 153. Said property is more particularly described as follows, to-wit:

To find the Point of Beginning commence at a concrete monument found which marks the intersection of that certain 100 foot right-of-way known as Cordillo Parkway and that certain 100 foot right-of-way known as LeMoyne Avenue; and proceeding from said point of commencement S48°38'00"W for a distance of 310.36 feet to a concrete monument which marks the Point of Beginning; from said Point of Beginning proceeding S27°13'29"E for a distance of 117.25 feet to a concrete monument; thence proceeding S62°46'31"W for a distance of 50.21 feet to a concrete monument; thence proceeding S27°13'29"E for a distance of 109.46 feet to a concrete monument; thence proceeding S67°25'36"E for a distance of 77.78 feet to a concrete monument; thence proceeding S27°13'29"E for a distance of 21.97 feet to a concrete monument; thence proceeding N63°52'00"E for a distance of 18 feet to a concrete monument; thence proceeding S26°08'E for a distance of 124 feet to a concrete monument; thence proceeding N63°52'E for a distance of 20 feet to a concrete monument; thence proceeding N26°08'W for a distance of 3 feet to a concrete monument; thence proceeding N63°52'W for a distance of 255.59 feet to a concrete monument; thence proceeding S26°08'E for a distance of 232 feet to a concrete monument; thence proceeding S63°52'W for a distance of 299 feet to a concrete monument; thence proceeding N26°08'W for a distance of 66 feet to a concrete monument; thence proceeding S63°52'W for a distance of 20 feet to a concrete monument; thence proceeding N71°18'18"W for a distance of 116.27 feet to a concrete monument; thence proceeding N24°28'W for a distance of 24 feet to a concrete monument; thence proceeding

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S63°52'00"W for a distance of 162.29 feet to a concrete monument; thence proceeding S26°08'00"E for a distance of 118.94 feet to a concrete monument; thence proceeding S63°52'W for a distance of 68.31 feet to a concrete monument; thence proceeding N26°08'W for a distance of 27.04 feet to a concrete monument; thence proceeding S63°52'W for a distance of 68.03 feet to a concrete monument; thence proceeding S26°08'E for a distance of 25.03 feet to a concrete monument; thence proceeding S63°52'W for a distance of 259.59 feet to a concrete monument; thence proceeding N26°08'00"W for a distance of 428.87 feet to a concrete monument located at the intersection of that 100 foot right-of-way known as Cordillo Parkway and that 100 foot right-of-way known as Woodward Avenue; thence proceeding N48°38'00"E for a distance of 674.21 feet to the concrete monument which marks the Point of Beginning.

SAVE AND EXCEPT THEREFROM, that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, being shown and described as Parcel No.9 on the aforementioned plat of record, having and containing 0.158 acres, said Parcel designated as a portion of the future phase property as hereinafter described.

For a more detailed description as to the courses, metes, bounds and distances and location of the above described property, reference may be had to the above mentioned plat of record. In case of conflict, if any, between the above described metes and bounds, courses and distances description and the said plat of record, said plat shall be controlling.

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EXHIBIT "C" TO SECOND AMENDMENT TO MASTER DEED

TREETOPS HORIZONTAL PROPERTY REGIME

AS BUILT SURVEY OF PROPERTY

The As-built Survey prepared by Sea Island Engineering, Inc. entitled "As Built Survey, Treetops Horizontal Property Regime Phase IIabc" dated December 17, 1985, is attached hereto and incorporated herein as Exhibit "C".

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EXHIBIT "D" TO SECOND AMENDMENT TO MASTER DEED

TREETOPS HORIZONTAL PROPERTY REGIME

SITE PLANS AND FLOOR PLANS

Attached hereto as Exhibit "D" are sheets numbered 1 through 35 comprising the floor plans and details of the Phase IIabc Apartments of Treetops Horizontal Property Regime and proposed future phases. Unless otherwise modified, these plans will not be attached to future Amendments to Master Deed but will be incorporated by reference. These plans were prepared by National Homes Manufacturing Company, William F. Burton, III, R.L.S. (S.C.) #1562.

Exhibit "D" is recorded in Plat Book 33 at Page 155.

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EXHIBIT "E" TO SECOND AMENDMENT TO MASTER DEED  
TREETOPS HORIZONTAL PROPERTY REGIME  
ENGINEER'S CERTIFICATE

This is to certify that Treetops Horizontal Property Regime, Phase IIabc, consisting of the thirty-three (33) Apartments numbered as follows: Apartments 7301 to 7306 inclusive; 7501 to 7506 inclusive; 7701 to 7706 inclusive; 7710; 7801 to 7804 inclusive; 7901 to 7904 inclusive; 8001 to 8006 inclusive, are built substantially in accordance with the floor plans prepared by National Homes Manufacturing Company, attached to the Second Amendment to Master Deed as Exhibit "C", which Second Amendment to Master Deed is to be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, and which Second Amendment to Master Deed is dated December 27, 1985, except for minor variations which are customary in projects of this nature.

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*William F. Burton III*  
S.C. Registration #1562  
William F. Burton, III, for  
National Homes Manufacturing,  
Company

Certified to this 30<sup>th</sup>  
day of December, 1985.

*Pat. Adams* (L.S.)  
Notary Public for Georgia

Notary Public, Georgia, State At Large  
My Commission Expires: My Commission Expires June 24, 1989

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EXHIBIT "F" TO SECOND AMENDMENT TO MASTER DEED

TREETOPS HORIZONTAL PROPERTY REGIME

DESCRIPTIONS OF APARTMENT TYPES  
(Phases IIabc and Subsequent Phases)

Attached as Exhibit "F" are "walk through" descriptions of the various Apartment types, said descriptions prepared by National Homes Manufacturing Company.

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EXHIBIT "F"  
TREETOPS HORIZONTAL PROPERTY REGIME  
DESCRIPTIONS OF APARTMENT TYPES

In each Apartment, whether Type A-2/2S, A-2/2S (Patio), A-2/2C (Patio), A-3/3S (Upper), A-3/3C (Upper) or A-2/2S (Penthouse) except as referenced below, all appliances are by General Electric. Each Apartment comes equipped with the basic appliance package consisting of Model TBF 16A refrigerator with ice maker, Model GFC 200 garbage disposal, Model JBS 16 FAD electric range/oven, Model JN322AD range hood, Model GSD 500AD electric dishwasher, Model EDP 1280F electric washer, and Model WWP 1180F electric clothes dryer.

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

A. Type 2/2S Description: Each Type 2/2S contains a total of 1,086 heated square feet, not included in the total square feet of the Apartment is the enclosed screened porch or the covered entryway and balcony relating to said Apartments.

The unit is entered from a covered entry walkway to an enclosed foyer of 37.1 square feet which opens into the living/dining room consisting of 336 square feet. This space has a vaulted ceiling area. Also opening from the entrance foyer is an air conditioning and mechanical space of 26 square feet and an owners closet of 12 square feet. From the living/dining room space, sliding glass doors open onto a screened balcony of 108 square feet which is limited for utilization by the particular Apartment.

Opening off of the dining room is the kitchen of 120 square feet which has a vaulted ceiling and contains the electric range, garbage disposal, refrigerator with ice maker, dishwasher, stainless steel sink, washer and dryer, and all wall cabinets and under counter storage cabinets.

Off of the living room is the master bedroom of 144 square feet. Opening off of this bedroom are sliding glass doors to the screened balcony, also opening from the master bedroom is a clothes closet of 52 square feet. Also opening off of the master bedroom is the master bath of 63.4 square feet which contains 6 square feet of linen closet, a fiberglass tub/shower combination, a water closet, and a lavatory/vanity unit with a plastic laminate top and ceramic basin.

Exhibit "F" to Second Amendment to Master Deed - Treetops

To the right of the entry foyer is the corridor of 51.2 square feet and opening from this corridor is bath #2 of 42.5 square feet containing a fiberglass tub/shower combination, a water closet, and a lavatory/vanity unit with a plastic laminate top and ceramic basin. Also opening from this corridor is bedroom #2 of 126.7 square feet and opening from this bedroom is the clothes closet of 13 square feet. (N.B. Apartment 7706 contains a slightly modified floor plan relating to the kitchen and balcony areas; there is an approximate 40 square foot differential from the above description.)

B. Type 2/2S (Patio) Description: Each Type 2/2S Patio Apartment contains a total of 1,086 heated square feet. Not included in the total square feet of the Apartment is the enclosed screened porch or the covered entryway and balcony relating to said Apartments.

At the ground floor an enclosed foyer of 37.1 square feet is located at the entrance to the unit which opens into the living/dining room consisting of 336 square feet. Also opening from the entrance foyer is an air conditioning and mechanical space of 26 square feet and an owners storage closet of 12 square feet. From the living room/dining room space, sliding glass doors open onto a screened balcony of 108 square feet which is limited for utilization by the particular Apartment.

Opening off of the dining room is the kitchen of 120 square feet which contains the electric range, garbage disposal, refrigerator with ice make, dishwasher, stainless steel sink, washer and dryer, and kitchen wall cabinets and under counter storage cabinets.

Opening off the living room is the master bedroom of 144 square feet. Opening off of this bedroom are sliding glass doors to the screened balcony. Also opening from the master bedroom is a clothes closet of 52 square feet. Also opening off the master bedroom is the master bath of 63.4 square feet which contains 6 square feet of linen closet, a fiberglass tub/shower combination, a water closet and a lavatory/vanity unit with a plastic laminate top and ceramic basin.

To the right of the entry foyer is the corridor of 51.2 square feet and opening from this corridor is bath #2 of 42.5 square feet containing a fiberglass shower/tub combination, a water closet, and a lavatory/vanity unit with a plastic laminate top and ceramic basin. Also opening from this corridor is bedroom #2 of 126.7 square feet, and opening from this is the clothes closet of 13 square feet. (N.B. Apartment 7705 contains a slightly modified floor plan relating to the kitchen and balcony areas; there is an approximate 40 square foot differential from the above description.)

C. Type 2/2C (Patio) Description: Each Type 2/2C Patio Apartment contains a total of 905 heated square feet, not included in the square feet of the Apartment is the screened balcony of the covered entry area.

At the ground floor an enclosed foyer of 37.5 square feet is located at the entrance into the unit. Opening off of this foyer is the kitchen of 82.4 square feet which contains an electric range, garbage disposal, refrigerator with ice maker, dishwasher, stainless steel sink and kitchen wall cabinets and under counter storage cabinets.

Also opening off the foyer is an owners closet of 4.0 square feet. The foyer then enters into the dining/living room combination of 234 square feet. From the living room space, sliding glass doors open onto a screened balcony

Exhibit "F" to Second Amendment to Master Deed - Treetops

of 160 square feet. Also opening from the living room is the master bedroom of 132 square feet. Opening off of the master bedroom is the clothes closet of 17.4 square feet. From the master bedroom sliding glass doors open onto the screened balcony. From the master bedroom is a corridor of 24 square feet and off of this corridor a linen closet of 4.5 square feet, also from this corridor is a master bath of 60 square feet containing a fiberglass tub/shower combination, a water closet and a lavatory/vanity unit with a plastic laminate top and 2 ceramic basins.

Opening from the dining room is a second corridor of 26 square feet, opening from this corridor is a mechanical room and storage closet of 58.7 square feet which includes the stackable washer and dryer, air handler and water heater. Also opening from the corridor is the second bath of 36.65 square feet which contains a fiberglass tub/shower combination, a water closet, and a lavatory/vanity unit with a plastic laminate top and ceramic basin. Also leading from the corridor is bedroom #2 of 99.9 square feet, and opening from this is the clothes closet of 10.5 square feet.

D. Type 3/3S (Upper) Description: Each Type 3/3S Upper Apartment contains a total of 1,340 heated square feet. Not included in the total square feet of the Apartment is the enclosed screened porch, the covered entryway, and balcony relating to said Apartment.

The unit is entered from the covered walkway to an enclosed foyer of 37.1 square feet which opens into the living/dining room consisting of 336 square feet and a vaulted ceiling with skylights. Also opening from the entrance foyer is an owners closet of 9 square feet and a clothes closet of 26 square feet. From the living/dining room space, sliding glass doors open onto a screened balcony of 108 square feet.

Opening off of the dining room is the kitchen of 120 square feet with a vaulted ceiling containing the electric range, garbage disposal, refrigerator with ice maker, dishwasher, stainless steel sink, washer and dryer, and all kitchen wall cabinets and under counter storage cabinets.

Opening off of the living room is the master bedroom of 144 square feet. Opening off of this bedroom are sliding glass doors to the screened balcony. Also opening from the master bedroom is a clothes closet of 52 square feet. Also opening off of the master bedroom is the master bath of 63.4 square feet which contains 6 square feet of linen closet, a fiberglass tub/shower combination, a water closet, and a lavatory/vanity unit with a plastic laminate top and ceramic basin.

To the right of the entry foyer is a corridor of 51.2 square feet and opening from this corridor is bath #2 of 42.5 square feet containing a fiberglass tub/shower combination, a water closet, and a lavatory/vanity unit with a plastic laminate top and ceramic basin. Also opening from this corridor is bedroom #2 of 126.7 square feet and opening from this is the clothes closet of 13 square feet.

Opening from the dining room is the stairway to the upstairs of 26 square feet leading to a corridor of 36 square feet, to the left of the corridor is the storage area of 96 square feet which contains the hot water heater and air handler. To the right of the corridor is bath #3 of 42.5 square feet

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containing a fiberglass tub/shower combination, a water closet, and a lavatory/ vanity unit with a plastic laminate top and ceramic basin. Also to the right of the corridor is bedroom #3 which contains 120 square feet. Opening from this bedroom is the clothes closet of 17.5 square feet.

E. Type 3/3C (Upper) Description: Each Type 3/3C Upper Apartment contains a total of 1,138 heated square feet, not included in the square feet of the Apartment is the screened balcony or the covered entry walkway area.

The unit is entered from the covered walkway area to an enclosed foyer of 37.5 square feet. Opening off of this area is the kitchen of 82.4 square feet which contains an electric range, garbage disposal, refrigerator with ice maker, dishwasher, stainless steel sink, kitchen wall cabinets and under counter storage cabinets.

Also opening off of the foyer is an owners closet of 4.0 square feet. The foyer then enters into the dining/living room combination of 234 square feet. From the living room space, sliding glass doors open onto a screened balcony of 160 square feet. Also opening from the living room is the master bedroom of 132 square feet.

Opening off of the master bedroom is the clothes closet of 17.4 square feet. From the master bedroom sliding glass doors open onto the screened balcony mentioned above. Also from the master bedroom is a corridor of 24 square feet and off of this corridor is a linen closet of 4.5 square feet. From this corridor is the master bath of 60 square feet containing a fiberglass tub/shower combination, a water closet, and a lavatory/vanity unit with a plastic laminate top and 2 ceramic basins. Opening from the master bath is a storage area under the stairway of 36 square feet.

Opening from the dining room is a second corridor of 26 square feet and opening from this corridor is a mechanical room and storage closet of 58.5 square feet which contains the stackable washer and dryer. Also opening from the corridor is the second bath of 36.65 square feet which contains a fiberglass tub/shower combination, a water closet, and a lavatory/vanity unit with a plastic laminate top and ceramic basin. Also leading from the corridor is bedroom #2 of 99.9 square feet and opening from this is the clothes closet of 10.5 square feet.

Opening from the living/dining room is a stairway to the upstairs of 27 square feet. This stairway opens onto a corridor of 33 square feet, to the left of this corridor is bedroom #3 of 116 square feet and opening from this bedroom is a clothes closet of 17 square feet. To the right of the corridor is bath #3 of 42.5 square feet that contains a fiberglass tub/shower combination, a water closet, and a lavatory/vanity unit with a plastic laminate top and ceramic basin. Also to the right of the corridor opens the storage unit of 168 square feet which contains the water heater and air handler.

F. Type 2/2S (Penthouse) Description: Each Type 2/2S Penthouse Apartment contains a total of 1,131 square feet. Not included in the square feet of the Apartment is the screened balcony, or the covered entry area.

The unit is entered from a covered walkway into an enclosed foyer of 37.1 square feet which opens into the living/dining room consisting of 336 square feet.

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feet and a vaulted ceiling. Also opening from the entrance foyer is an air conditioning and mechanical space of 26 square feet and an owners storage closet of 12 square feet. From the living/dining room space, sliding glass doors open onto a screened balcony of 108 square feet.

Opening off of the dining room is the kitchen of 120 square feet which has a vaulted ceiling and contains the electric range, garbage disposal, refrigerator with ice maker, dishwasher, stainless steel sink, washer and dryer, and kitchen wall cabinets and under counter storage cabinets.

Opening off of the living room is the master bedroom of 144 square feet. Opening off of this bedroom are sliding glass doors to the screened balcony. Also opening from the master bedroom is a clothes closet of 52 square feet. Also opening off the master bedroom is the master bath of 63.4 square feet which contains 6 square feet of linen closet, a fiberglass tub/shower combination, a water closet, and a lavatory/vanity unit with a plastic laminate top and ceramic basin.

To the right of the entry foyer is the corridor of 51.2 square feet and opening from this corridor is bath #2 of 42.5 square feet containing a fiberglass tub/shower combination, a water closet, and a lavatory/vanity unit with plastic laminate top and ceramic basin. Also opening from this corridor is bedroom #2 of 126.7 square feet and opening from this is a clothes closet of 13 square feet.

Opening from the dining room is a circular stairway to a landing of a loft of 150 square feet above, to the left of this landing is a storage unit of 66 square feet which contains the hot water heater and air handler.

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EXHIBIT "G" TO SECOND AMENDMENT TO MASTER DEED  
TREETOPS HORIZONTAL PROPERTY REGIME  
PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS  
AND VALUE FOR SOUTH CAROLINA STATUTORY PURPOSES

Reference is made to Exhibit "I" to the original recorded Master Deed of Treetops Horizontal Property Regime. It is noted that the percentage interests, for purposes of the South Carolina Horizontal Property Act, appurtenant to each Apartment of the Regime shall be established in accordance with the following formula:

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

- "P" = Percentage Interest of each Apartment.
- "V" = Valuation of the respective Apartments as set forth herein.
- "A" = Aggregate Valuation of all Apartments existing in the Regime and added to the Regime as provided by the Master Deed.

Exhibit "I" to the Master Deed set forth the following statutory valuations for the four (4) different types of Phase I Apartments:

Type A-Patio	-	\$53,550
Type A-Upper	-	58,410
Type B-Upper	-	66,510
Type C-Upper	-	44,010

For Phase IIabc and all subsequent phase Apartments the valuation of the six (6) different Apartment types are as follows:

Type 2/2S (Upper)	-	\$58,410
Type 2/2S (Patio)	-	53,550
Type 2/2C (Patio)	-	53,550
Type 3/3S (Upper)	-	66,510
Type 3/3C (Upper)	-	66,510
Type 2/2S (Penthouse)	-	66,510

Set forth below are the specific Apartment Types in Phase IIabc by statutory value and resulting percentage interest for a combination of all phases to date:

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 & GRIFFIN, P. A.  
 ATTORNEYS AND  
 COUNSELLORS AT LAW  
 HILTON HEAD ISLAND, S. C.

BJ&G:CSG:12/19/85-CG66C2

<u>Apartment Type</u>	<u>Statutory Value</u>	<u>Percentage Phase I and Phase IIabc only</u>
2/2S Upper	\$ 58,410.00	0.93%
2/2S Patio	\$ 53,550.00	0.85%
2/2C Patio	\$ 53,550.00	0.85%
3/3S Upper	\$ 66,510.00	1.06%
3/3C Upper	\$ 66,510.00	1.06%
2/2S Penthouse	\$ 66,510.00	1.06%

With respect to all Phase I Apartments, set forth below is a chart depicting the amended percentage interest for the said Apartments with the annexation of Phase IIabc:

<u>Apartment Type</u>	<u>Statutory Value</u>	<u>Percentage Phase I and Phase IIabc only</u>
Type A-Patio	\$ 53,550.00	0.85%
Type A-Upper	\$ 58,410.00	0.93%
Type B-Upper	\$ 66,510.00	1.06%
Type C-Upper	\$ 44,010.00	0.70%

Subsequent to the filing of this Second Amendment to Master Deed the total number of Apartments by Type and Percentage Interest is as follows:

<u>Apartment Type</u>	<u>Individual Percentage Interest</u>	<u>No. of Apts.</u>	<u>Total Percentage</u>
Type A Patio; 2/2C Patio; and 2/2S Patio	0.85%	55	46.94%
Type A Upper; 2/2S Upper	0.93%	21	19.55%
Type B Upper; 3/3C; 3/3S; 2/2 Patio	1.06%	25	26.50%
Type C Upper	0.70%	10	7.01%

The total statutory value of the Property in Phase IIabc is \$1,955,070. The total value of the Property in Phase I and IIabc combined is \$6,274,710. These valuations are for purposes of the South Carolina Horizontal Property Act. For designation of individual Apartments by Apartment Type, reference is made to Exhibit "I" to the original Master Deed, as amended, and to Article 10 of this Second Amendment.

BETHEA, JORDAN  
& GRIFFIN, P. A.  
ATTORNEYS AND  
COUNSELLORS AT LAW  
HILTON HEAD ISLAND, S. C.

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EXHIBIT "H" TO SECOND AMENDMENT TO MASTER DEED  
TREETOPS HORIZONTAL PROPERTY REGIME

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

WHEREAS, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA, is the owner and holder of two mortgage loans upon certain real property located on Hilton Head Island, South Carolina, described on Exhibit "A" to the within Second Amendment to Master Deed of Treetops Horizontal Property Regime; and

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FILED AT BEAUFORT ON 11/09/85*

WHEREAS, the first of said loans related to a land acquisition Loan Agreement dated April 30, 1985, in the original principal sum of TWO MILLION ONE HUNDRED THOUSAND AND NO/100 (\$2,100,000.00) DOLLARS which document is secured by a mortgage recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage Book 336 at Page 558, et seq.; and,

WHEREAS, the second of said loans is a construction loan in the original principal sum of ONE MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND AND NO/100 (\$1,845,000.00) DOLLARS which mortgage is dated July 11, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage Book 344 at Page 359;

NOW, KNOW ALL MEN BY THESE PRESENTS, that FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA, joins in the foregoing Second Amendment to Master Deed of Treetops Horizontal Property Regime and the provisions of the Horizontal Property Act of South Carolina for the sole purpose of consenting to the addition by the Sponsor of a phase to the Horizontal Property 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 thirty-three (33) Apartments of Treetops Horizontal Property Regime, Phase IIabc, a condominium regime according to the foregoing Second 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 Apartments, all of which said Apartments are located on the real property more particularly described on Exhibit "A" to the Second Amendment to Master Deed of Treetops II

BETHEA, JORDAN  
& GRIFFIN, P. A.  
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COUNSELLORS AT LAW  
HILTON HEAD ISLAND, S. C.



Partnership to which this Joinder is attached and which Apartments are specifically listed in Section 10 of said Second Amendment.

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 mortgages described hereinabove.

IN WITNESS WHEREOF, the undersigned has executed this Joinder this 31<sup>st</sup> day of December, 1985.

WITNESSES:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA

Diann Hannon  
(witness)

By: Michael E. Shultz

Lytle R. McBrade  
(Notary)

BT+  
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FILED AT 093300 ON 01/09/86 94371  
BOOK NUMBER 438 PAGES 1616- 1648  
FILING FEE 33.00  
STATE STAMPS .00  
COUNTY STAMPS .00  
TOTAL FEES 33.00  
REGISTER OF MESNE CONVEYANCE  
BEAUFORT COUNTY, PROBATE

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF                            )

PERSONALLY appeared before me DIANN HANNON who, on oath, says that s/he saw the within named FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA by MICHAEL E. SHULTZ its VICE PRESIDENT, sign the within Joinder of Mortgagee, and its \_\_\_\_\_ attest the same, and the said Corporation, by said officers, seal said Instrument, and, as its act and deed, deliver the same, and that s/he with Lytle R. McBrade witnessed the execution thereof.

Diann Hannon  
(witness)

SWORN to before me this 31<sup>st</sup> day of December, 1985.

RECORDED THE 23rd day of January, 1986

Lytle R. McBrade  
Notary Public for South Carolina

(L.S. IN BOOK OR PAGE 271)

My Commission Expires: 12-7-94

FEES, \$  
Michael E. Shultz  
AUDITOR, BEAUFORT COUNTY, S. C.

BETHEA, JORDAN & GRIFFIN, P. A. ATTORNEYS AND COUNSELLORS AT LAW HILTON HEAD ISLAND, S. C.