

2900

11526

W. Smoot

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

TO

THE GATHERINGS HORIZONTAL
PROPERTY Regime I

1597

AMENDMENT
TO MASTER DEED OF
THE GATHERINGS HORIZONTAL
PROPERTY Regime I
FOR LIII (53)

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

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

WHEREAS, subsequent to the original Master Deed, numerous Amendments to Master Deed have been filed by the original Grantor the purpose of which were to add additional phases to the Regime, the most recent such Amendment of the said original Grantor being filed for Phase LII (52), said Annexation Declaration being dated March 30, 1992, and being recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 596 at Page 1791; and,

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

WHEREAS, on or about September 29, 1988, the original Grantor conveyed a portion of said future phase property unto The Gatherings Associates, L.P., a South Carolina limited partnership (the Declarant herein) by virtue of a deed dated September 29, 1988, and recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 512 at Page 355; and,

BEAUFORT COUNTY TAX MAP REFERENCE

Page 1

Dist	Map	Submap	Page
600	41		174

WHEREAS, as part of said conveyance, the original Grantor, under the original Master Deed, assigned all of its rights possessed by virtue of the original Master Deed unto the Declarant herein by virtue of the aforementioned deed, by virtue of that document entitled Termination and Abandonment of Rights recorded in Deed Book 512 at Page 375, and by virtue of the Absolute Assignment recorded in Deed Book 412 at Page 386, said rights including privileges, permits, easements, licenses, approvals and all reserved rights under the aforementioned Master Deed; and,

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

WHEREAS, the Declarant herein has filed Amendments to Master Deed which have had the effect of adding Phases XLVIII (48), XLIX (49), L (50), LI (51), LII (52) the latest Amendment having been filed April 15, 1992 for Phase LII (52) in the RMC Office for Beaufort County, South Carolina, in Deed Book 596 at Page 1791; and,

WHEREAS, it is the intent and desire of Grantor herein to further amend the Master Deed pursuant to its reserved rights so as to add Phase LIII (53) to The Gatherings Horizontal Property Regime I.

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

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

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

3. GENERAL NARRATIVE: As noted above in the recitals, the Declarant herein is an assignee of the original Grantor under The Gatherings Horizontal Property Regime I. The Declarant has engaged in site redesign and land planning with respect to the development of the balance of the real property which was conveyed by Grantor as referenced above. Declarant has also modified the building type, construction techniques, and floor plans. The architectural drawings for the within Phase LIII (53), have also been modified as to building type and floor plans. Said floor

plans were certified by Charles W.G. Rich, II, Architect Certificate No. 04201. A full set of the floor plans is attached to this Amendment as hereinafter described. Any further modifications will be noted in subsequent Amendments. Despite the change in floor plans and site layout so as to provide for single-unit buildings as shown for this Phase, the Declarant herein is maintaining the original intent of the Grantor that all units within the Regime shall bear the common expenses equally so that the percentage interest of each unit is identical. As reserved in the original Master Deed, the above floor plans and other design criteria may be modified by Declarant, or its successors, for future phases.

4. CREATION PHASE LIII (53): Declarant does hereby elect to exercise and does hereby exercise the options and rights hereinabove referred to and more particularly set forth in the Master Deed of The Gatherings Horizontal Property Regime I recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Deed Book 404 at Page 622, et seq., to amend said Master Deed to include the Phase LIII (53) property more particularly described and set forth in EXHIBIT "A" hereto as a part of the Regime in such a way that, effective upon the filing of this Amendment, the property included in The Gatherings Horizontal Property Regime I shall be as described in EXHIBIT "B" hereto, which description includes the Phase I through Phase LIII (53) properties. Further, Exhibit "B-1" reflects the remaining acreage owned by Declarant which may be the subject of future phases and subsequent Amendments.

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

6. PHASE LIII (53) PROPERTY; REGIME: Declarant, by duly executing this Amendment to the Master Deed, does hereby submit the Land referred to in Paragraph 5, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Master Deed, as amended, and the provisions of the Horizontal Property Act of the State of South Carolina (hereinafter the "Act"), and does hereby state that it proposes to make the property a part of The Gatherings Horizontal Property Regime I to be governed by the provisions of the aforementioned Master Deed, as amended, and the provisions of the Horizontal Property Act of South Carolina.

7. IMPROVEMENTS: The improvements constructed on and forming a part of the Property are constructed in accordance with the floor plans identified as EXHIBIT "D" to this Amendment for Phase LIII (53), which floor plans are incorporated herein by

1600

reference. Said plans were certified by Charles W.G. Rich, II, an architect duly licensed to practice in the State of South Carolina under Registration Number 04201. Also attached to this Amendment as EXHIBIT "E" is a Certificate by an engineer or architect that the buildings constructed on the Phase LIII (53) Property, was constructed substantially in accordance with said plans.

8. UNITS:

8.1 General Description. The property within Phase LIII (53) which is being added to and combined with Phases I through LII (52) of the Regime includes one (1) two (2) story building each containing one (1) individual dwelling unit (hereinafter referred to as "Unit") which is to be used for residential purposes. The building was built in a wood frame construction method, with an asphalt shingle roof. All interior and exterior walls are constructed with wood studs with plywood sheathing and stucco exterior with gypsum board interior. The Unit is capable of individual utilization on account of having its own exits to the common elements of the Property, and a particular and exclusive property right thereto, and also an undivided interest in the general and limited common elements of the property, as set forth in the Master Deed to said Regime described above, and as hereinafter set forth, necessary for their adequate use and enjoyment (hereinafter referred to as "Common Elements"), all of the above in accordance with the Horizontal Property Act of South Carolina.

8.2 Unit Numbers. Said Unit is numbered 95 and is also known as 95 Blackwatch Drive.

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

The Unit is a single family dwelling raised to an elevation of approximately 19 feet with parking below the first floor. The parking area has a concrete floor and over 7 feet of headroom.

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

The first floor consists of:

<u>Room</u>	<u>Approximate Square Feet</u>
Foyer	20
Kitchen	130
Dining Room	130
Living Room	199
Utility Room	56

Master Bedroom	196
Master Bath/Laundry	65
Closets	39
Porches	112

1601

The second floor consists of:

Bedroom 2	196
Bedroom 3	184
Full Bath	49
Closets	102

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

8.4 Owners' Responsibilities for Maintenance and Repair:

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

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

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

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

9. ACREAGE (This Phase): The Property comprising Phase LIII (53) and being hereby added to the Property of the Regime has a total of 0.21 acres, of which 1,420 square feet will constitute and be occupied by the Unit and a total of approximately 7,717 square feet will constitute the remainder of the common elements.

10. TOTAL PROPERTY (Combined): The Gatherings Horizontal Property Regime I, subsequent to the filing of this Amendment and including the Phase I through LIII (53) properties, will consist of a total of sixty-seven (67) Units on property which has been heretofore defined in the original Master Deed, previous Amendments, and in this Amendment.

11. COMMON ELEMENTS: The common elements of the Phase LIII (53) property will be generally as defined in the Act and in the original Master Deed and include the following:

11.1 The General Common Elements:

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

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

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

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

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

11.1.6 Such easements as described in EXHIBIT "A" to this Amendment and those easements through the Unit for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Unit, general common elements and limited common elements and easements for access, maintenance,

repair, reconstruction or replacement of structural members, equipment, installations and appurtenances, and for all other service necessary or convenient to the existence, maintenance safety and use of the property, whether or not such easements are erected during construction of the condominium property or during reconstruction of all or any part thereof, except such easements as may be defined as "Limited Common Elements."

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

11.2 Combined Common Elements: The Common Elements of the Property, both General and Limited, and including the Phase I through Phase LIII (53) Property, shall be as set forth in the Master Deed, the provisions of which are incorporated herein and made a part hereof in the same manner as if the same were expressly set forth herein except as herein modified or amended.

12. PERCENTAGE OF INTEREST IN UNITS: The percentage of title and interest appurtenant to each Unit and the Unit Owner's title and interest in the Common Elements [both General and Limited) of the Property (Phase I through Phase LIII (53)] of the Regime and their share in the profits and common monthly expenses as well as proportionate representation for voting purposes in the meetings of The Gatherings Homeowners' Association, Inc. (hereinafter usually referred to as "Association") of the Regime is based upon the proportionate value of each Unit to the value of the total Property (all Phases) as set forth in EXHIBIT "D" to the original Master Deed and, effective with the filing of this Amendment, shall be 1.493%, determined by dividing sixty-seven (67) Units into one hundred (100%). The proportionate representation for voting purposes and the percentage of the undivided interests in the Common Elements (both General and Limited) provided in this paragraph shall not be altered without the acquiescence of the co-owners representing the Unit expressed in a duly recorded amendment to the Master Deed for said Regime or by an amendment filed by the Declarant in accordance with the reservations set forth in the Master Deed.

13. REAFFIRMATION OF MASTER DEED PROVISIONS: As the sole purpose of this Amendment is to add the Phase LIII (53) Property to The Gatherings Horizontal Property Regime I so as to make it an integral part of said Regime, all provisions of the Master Deed, as recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina which are not modified herein, are expressly incorporated into and reaffirmed by this Amendment in the same manner as if the same were expressly set forth herein. Specifically referenced are the reservation of

1604

rights of the Declarant to add additional Units to the Regime pursuant to said Master Deed and any amendments to said Master Deed. This Amendment is intended to comply with the provisions of the aforementioned Master Deed, as amended, and the Horizontal Property Act of South Carolina. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Amendment shall not affect the validity or enforceability of the remaining portions thereof and in such event, all of the other provisions of the Amendment shall continue in full force and effect as if such invalid provision had never been included therein.

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

IN WITNESS WHEREOF, THE GATHERINGS ASSOCIATES, L.P. has caused these presents to be executed this 21 day of April, in the Year of Our Lord One Thousand Nine Hundred Ninety-Three and in the Two Hundred and Seventeenth Year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

James C. Saut
B. James Saut

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

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

By: Robert T. Kolb
Robert T. Kolb,
President

1605

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

P R O B A T E

BEFORE ME PERSONALLY APPEARED the undersigned who states on oath that s/he saw the within named HILTON HEAD PLANTATION REAL ESTATE COMPANY, INC., GENERAL PARTNER FOR THE GATHERINGS ASSOCIATES, L.P., by Robert T. Kolb, its President as its act and deed, sign, seal and deliver the within instrument, that s/he with the other witness whose signature appears above witnessed the execution thereof.

James C. Saut

SWORN to be fore me this 21
day of April, 1993.

B. C. Saut

(L.S.)

Notary Public for South Carolina

My Commission Expires: My Commission Expires August 7, 1997

1606

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

<u>Exhibit</u>	<u>Description</u>
"A"	Legal Description Phase LIII (53) Land
"B"	Legal Description [Phase I Through Phase LIII (53) Land] and Future Phase Property
"C"	As Built Survey of Phase LIII (53) Land
"D"	Floor Plans for Phase LIII (53) Unit
"E"	Certificate of Architect
"F"	Joinder of Mortgagee

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

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 0.21 acres, more or less, and being more particularly shown and described on a plat thereof as "Unit 95 The Gatherings, Bluffton, Beaufort County, South Carolina" said plat prepared by Michael A. Mack, , R.L.S. (S.C.) #11905 of Horizon Surveying Associates, which plat is dated April 12, 1993, said plat being recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 46 at Page 40.

TOGETHER WITH ingress and egress to the Unit along existing road rights-of-way owned by The Gatherings Associates, L.P. from U.S. Highway 278.

The property intended to be described herein is a portion of the same property conveyed to the within Grantor by deed of The Gatherings, Inc. dated September 28, 1989, and recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 512 at Page 355.

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

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

1608

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

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

EXHIBIT "B"
TO AMENDMENT TO MASTER DEED
OF
THE GATHERINGS HORIZONTAL PROPERTY REGIME I
LEGAL DESCRIPTION OF PHASE I
THROUGH PHASE LIII (53) LAND

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

ALSO, ALL those certain pieces, parcels or tracts of land comprising Phases XLVIII (48), XLIX (49), L (50), LI (51), and LII (52) with all improvements thereon, said property being more fully described with reference to the plats attached as Exhibit "C" to the Amendments to Master Deed for such Phases.

ALSO, all that certain piece, parcel or tract of land comprising Phase LIII (53) with all improvements thereon, as described on Exhibit "A" attached to this Amendment to Master Deed.

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

EXHIBIT "B-1"

FUTURE PHASE PROPERTY

The future phase property of Declarant referenced in this Amendment is more particularly described with reference to that certain deed from The Gatherings, Inc. in favor of Declarant, said deed dated September 28, 1989, and recorded September 30, 1989, in the RMC Office for Beaufort County, South Carolina, in Deed Book 512 at Page 355, said property being described as the 2.179 acre Parcel A, 5.606 acre Parcel B, 0.175 acre Parcel C, and 0.135 acre Parcel D, save and except therefrom the Phase XLVIII (48), Phase XLIX (49), Phase L (50), Phase LI (51), Phase LII (52) and Phase LIII (53) Property.

1611

EXHIBIT "C"
TO AMENDMENT TO MASTER DEED
OF
THE GATHERINGS HORIZONTAL PROPERTY REGIME I
AS-BUILT SURVEY OF PHASE LIII (53) LAND

RECORDED IN PLAT BOOK 46 AT PAGE 40 .

FLOOR PLANS ALSO RECORDED IN PLAT BOOK 46 AT PAGE 40 .

1612

EXHIBIT "D"
TO AMENDMENT TO MASTER DEED
OF
THE GATHERINGS HORIZONTAL PROPERTY REGIME I
FLOOR PLANS FOR PHASE LIII (53) UNIT

Attached hereto and incorporated herein are floor plans and elevations for The Gatherings Phase LIII (53) as certified by Charles W.G. Rich, II, S.C. Architect No. 04201.

<u>Sheet No.</u>	<u>Description</u>
A-1	Foundation Plan and first floor and second floor plan, rear, front (street), and left side elevation.
A-2	Typical wall section; first and second floor electrical plan; transverse section, and rear side elevation

1613

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

ARCHITECT'S CERTIFICATE

This is to certify the individual dwelling unit built on lot #95 in PHASE LIII (53) of THE GATHERINGS HORIZONTAL PROPERTY REGIME, is in substantial compliance as shown on the attached

- (1) plot plan showing the location of the building
- (2) a set of floor plans of the building which show graphically the dimensions, area, and location of the rooms
- (3) Specifications

These documents are attached to the Master Deed Amendment submitting the unit to the overall Regime to which said Master Deed Amendment this Certificate is attached, except for minor variations which are customary in projects of this nature. This Certificate in no way certifies the structural integrity or other visually hidden items of the dwelling.

By: Charles W.G. Rich, II
Charles W.G. Rich, II
Certificate No. 04201

Certified to this 21ST day of
April, 1993.

Richard M. King (L.S.)
Notary Public for South Carolina
My Commission Expires: 12-7-97

1614

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

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

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

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

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

All that certain Unit, to wit, Unit 95, of The Gatherings Horizontal Property Regime I, Phase LIII (53), a condominium regime according to the foregoing Amendment to Master Deed thereof to which this Joinder is attached, together with all of the undivided shares in the Common Elements appertaining to said Units, all of which said Units are located on the real property more particularly described on EXHIBIT "A" to the said Amendment to Master Deed of The Gatherings Associates, a South Carolina limited partnership, to which this Joinder is attached.

1615

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder this 16th day of April, 1993.

WITNESSES:

SOUTH CAROLINA NATIONAL BANK

Sandra A. Bedark

By: [Signature]

Maule J. Nasuti

Attest: [Signature] A/P

STATE OF SOUTH CAROLINA)

P R O B A T E

COUNTY OF BEAUFORT)

BEFORE ME PERSONALLY APPEARED the undersigned, who, on oath, says that s/he saw the within named SOUTH CAROLINA NATIONAL BANK, by Donald E. Samers its Vice President, as its act and deed, sign, seal and deliver the within Instrument, and Glenn Manning, its Asst. Vice President attest the same, and that s/he with the other witness whose signature appears above witnessed the execution thereof.

Sandra A. Bedark

SWORN to before me this 16th
day of April, 1993.

Maule J. Nasuti (L.S.)
Notary Public for South Carolina

My Commission Expires: 10-10-98

1616

BAY HOMES

4 NORTHSIDE PARK, P.O. BOX 22897

HILTON HEAD, S.C. 29925

DATE:

CLIENT:

JOB NAME:

GENERAL SPECIFICATIONS

1. SITE WORK:

- A. Contractor to clear trees and brush from house site.
- B. Contractor to grade or clear ten (10) feet around perimeter of building; landscape and remaining lot work to be done by others.
- C. Contractor to provide nominal 4" thick, reinforced concrete driveway as shown on plans. The driveway area shall not exceed 1000 sq. ft.
- D. Contractor to provide fill dirt as necessary to ensure that top of slab is at least 8" above existing grade, or to a level that moves water away from house. fill dirt volume shall not exceed N/A cu. yds.
- F. All exterior doors will be provided with a stoop, landing, or deck as per plans or as required by code.

2. CONCRETE:

- A. Grade: 3000# PSI granite
- B. Vapor barrier under slab: 6mil poly film
- C. Expansion joints: as required by code
- D. Reinforcement: minimum 2(#4) steel rods in all footings, welded wire mesh in all house slabs, all anchors-straps-bolts to be galvanized masonry hardware installed to meet or exceed code.

3. MASONRY:

- A. All piers will be solid core w/ 2(#4) vertical steel rods w/ galvanized masonry tie nailed to girder extending minimum 2nd course down from top.
- B. All continuous masonry wall sections will have 2(#4) steel rods in filled void @ 4' O.C. Horizontal reinforcement and hydrostatic vents installed as required by code.

1617

4. ROUGH CARPENTRY:

A. Girders and beams: selected to accomodate all tributary loads, whether site built, manufactured, or trussed, will meet or exceed code.

B. Framing: all structural members will be No.2 Southern Yellow Pine, all areas exposed to weather will be pressure treated, all studs will be hem/fir. Standard dimensions as listed below:

<u>Member</u>	<u>Size</u>	<u>Spacing</u>
Studs	2 x 4	16" O.C.
Floor joists	*2 x 10	16" O.C.
Celling joists	per code	16" O.C.
Rafters	per code	16" O.C.
Top plates	2 x 4	
Headers	*2 x 10	
Blocking, bracing, etc.	2 x 4	

* OR AS NOTED ON PLANS

C. Sheathing / Decking: all exterior areas will be covered w/ minimum 1/2" osb, cdx plywood, or T111. Vertical areas will have joints caulked, all openings will have vinyl flashing, and all corners covered w / 15# felt paper. Subfloor will be 3/4" x 4 x 8 tag plywood glued and nailed. Exterior decking will be 5/4" x 6" No. 1 radius decking.

D. Stairs: 2 x 10 stringer, 2 x 12 skirt, 3/4" plywood treads and risers (interior) 5/4" deck board treads and 1 x 8 rough sawn risers (exterior). Unless otherwise noted on plans.

5. SIDING / EXTERIOR TRIM:

A. Siding will be selected to match elevation drawing. Horizontal beveled siding will be either rough sawn cedar or cypress. Vertical siding will be T-111.

B. Standard exterior trim dimensions as follows:

Bottom band (if shown)	1 x 10 R.S.
Drip rail	2 x 4 approx. 28 degree bevel
Outside corner	1 x 6 R.S.
Backband (if shown)	1 x 2 R.S.
Inside corner	2 x 2
Door / Window casing	STD brick moulding
Frieze board	1 x 4 R.S.
Soffit	3/8" R.S. plywood
Fascia	1 x 6 R.S.
Drip edge	1 x 4 R.S.

C. Exterior handrails and guardrails - pressure treated 2x4 rails with pressure treated 2x2 pickets.

D. Standard underpinning - pressure treated 2x4 frames with pressure treated lattice panel

6. WINDOWS / EXTERIOR DOORS:

A. Standard door - 6 panel insulated steel door with aluminum threshold.
Sliding door - aluminum clad, insulated & tempered glass, with screen.

B. Standard window - aluminum clad double hung, double pane insulated glass with screen.

C. All windows and doors will meet or exceed specifications for "GOOD CENTS" rating.

D. Otherwise as noted on plans or to be selected by client per allowance stated in contract.

7. HARDWARE:

A. Nails- framing nails will be 2 3/8" & 3" coated sinkers, siding nails will be 8d galvanized spiral - splittless, all exposed and finish nails will be galvanized. (NO STAPLES)

B. Hurricane clips- Simpson H2.5 @ every rafter.

C. Soffit vent- continuous aluminum venting

D. Additional hardware to be installed as appropriate, will be galv. or alum.

8. ROOFING:

A. Standard roofing - (3 tab) asphalt shingles unless otherwise noted, as required by ARB, or as requested by client per allowance stated in contract.

B. Flashing - @ skylights - 12 oz. copper, @ chimneys - 12 oz. copper, @ wall to roof - coiled aluminum or copper step flashing.

C. All roof penetrations will have galvanized metal or aluminum flange and proper sealant.

9. INSULATION:

A. All exterior penetrations to be caulked, foamed, and / or stuffed with fiberglass.

B. Floor- R19 Batts

C. Walls- R15 Batts

D. Ceiling- R38 Batts

Note- exceeds specifications required for "GOOD CENTS" rating.

10. PAINTING:

A. Surface areas to be prepared and caulked as necessary.

B. Minimum two (2) coats on both exterior and interior.

11. HEATING AND COOLING:

- A. Standard system- single zone electric heat pump - specifications as required to meet "GOOD CENTS" rating.
- B. Registers - anodized metal

12. ELECTRICAL:

- A. Standard system- 200 amp underground service where possible, otherwise, overhead.
- B. Wiring to be concealed and receptacles / junctions to be installed as shown on plans and as required by code.
- C. All bath fans and dryer vented to outside with 4" duct.
- D. Range vent to be on separate circuit from convenience and / or appliance circuits. Unit to be vented to outside unless location will not allow it.
- E. Standard communications- 3 telephone lines and 2 television cables to be located by client additional lines may be installed at a rate of \$40.00 per TV cable, and \$30.00 per phone line. Includes wiring, junction box and cover. Does not include jacks.
- F. Standard lighting system includes maximum 5 recessed lights, all switches and wiring, and installation, fixtures to be selected by client per allowance stated in contract.
- G. Additional convenience outlets may be installed at a rate of \$25.00 per unit.

13. PLUMBING:

- A. Contractor to provide water and sewer / septic tap.
- B. Standard tub- white fiberglass tub / shower unit with stainless steel Moen head and fixture.
- C. Standard water closet- white elongated water saving unit.
- D. Standard kitchen sink- stainless steel double bowl with stainless steel Moen fixture.
- E. All appliance hookups and hose bibs as shown on plans.
- F. Standard system-
 - Water lines - poly
 - Drains and vent stacks - PVC
 - Water heater - 80 gallon electric
 - fixtures - chrome finish
- G. Otherwise as noted on plans or to be selected by client per allowance stated in contract.

Smoot

RECEIVED
THE 194 A. J. SMITHS
COUNTY, SOUTH CAROLINA

/MLL

1620

92 APR 23 AM 10:03
BK623p1597

RECORDED THIS 7th DAY
OF May 19 93
IN BOOK 3 PAGE 290
FEES, \$ 1.00
Walter A. Haynes
AUDITOR, BEaufORT COUNTY, S.C.