

MASTER DEED

BARRINGTON ONE HORIZONTAL PROPERTY REGIME
IN THE LEAMINGTON SECTION OF
PALMETTO DUNES RESORT

BY
GREENWOOD DEVELOPMENT CORPORATION

August 22, 1986

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Corporation

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RECORDED AUGUST 27, 1986, IN THE OFFICE OF THE REGISTER OF MESSNE CONVEYANCES
FOR BERGPORT COUNTY IN DEED BOOK 457, AT PAGE 1247, ET SEQ.

CERTIFIED A TRUE COPY

Floyd H. Caution
FLOYD H. CAUTION
Register of Messne Conveyance

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

GREENWOOD DEVELOPMENT CORPORATION)

TO)

MASTER DEED ESTABLISHING
HORIZONTAL PROPERTY
REGIME

BARRINGTON ONE HORIZONTAL PROPERTY)
REGIME)

At Hilton Head Island, County of Beaufort, State of South Carolina, on this 22nd day of August, in the year of our Lord One Thousand Nine Hundred and Eighty-six, Greenwood Development Corporation, a South Carolina Corporation organized under the laws of South Carolina, with its principal place of business in Greenwood and Hilton Head Island, South Carolina, hereinafter referred to as "Declarant", does hereby declare:

ARTICLE I
LAND

That Declarant is the sole owner of the land described in Exhibit "A" attached hereto and made a part hereof which is more particularly shown on the plat thereof, said plat being designated as Exhibit "B" 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 34 at Page 20.

ARTICLE II
PROPERTY; REGIME; ASSOCIATION

Declarant does hereby, by duly executing this Master Deed, submit the land referred to in Article I, 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 Horizontal Property Act of South Carolina, and does hereby state that it proposes to create and does hereby create, with respect to the Property, a Horizontal Property Regime that shall be known as Barrington One Horizontal Property Regime (hereinafter sometimes referred to as the "Regime") to be governed by and be subject to the provisions of this Master Deed and the provisions of the Horizontal Property Act of South Carolina. Declarant does further declare that it has caused to be incorporated under the laws of the State of

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South Carolina an association known as Barrington One Owners Association which shall, pursuant to the provisions of Sections 27-31-90 of the Horizontal Property Act, constitute the incorporated Council of Co-Owners of the Regime and shall be governed by this Master Deed and the By-Laws attached hereto.

ARTICLE III
IMPROVEMENTS

The improvements constructed on and forming a part of the Property are constructed in accordance with the as built survey attached as Exhibit "B" hereto and the floor plans identified as Exhibit "C" hereto and made a part hereof which survey was prepared by Hussey Gay & Bell, Consulting Engineers, Roy L. Hussey, R.L.S. No. 2373, and floor plans which were prepared by Eugene R. Smith & Associates, AIA Architects/Planners, Inc., architects duly licensed to practice in the State of South Carolina under Registration Certificate Number 1658. Attached to this Master Deed as Exhibit "D" is a certificate by said architect that the condominium Units constructed on the Property were constructed substantially in compliance with said plans.

ARTICLE IV
DEFINITIONS

The terms used in this Master Deed and in the Exhibits thereto shall have the meanings stated in the Horizontal Property Act and as follows, unless the context otherwise requires:

(a) Act means the Horizontal Property Act as currently set forth in Title 27, Chapter 31 of the Code of Laws of South Carolina, 1976, as amended.

(b) Assessment means a co-owner's pro rata share of the common expenses which from time to time is assessed against a co-owner by the Association.

(c) Association means the Council of Co-Owners as defined by the Act, and also means Barrington One Owners' Association, the corporate form by which the Council of Co-Owners shall operate the Regime.

(d) Board of Directors or Board means the group of persons selected, authorized and directed to manage and operate the Association as provided by the Act, this Master Deed and the By-Laws.

(e) Building means a structure or structures, containing in the aggregate two or more Units, comprising a part of the property.

(f) Common Elements means the general and limited common elements, as defined herein in ARTICLE VII and in the Act.

(g) Common expenses means the expenses for which the Unit co-owners are liable to the Association and include:

(1) Expenses of administration, expenses of maintenance, insurance, operation, repair or replacement of the common elements, and of the portions of Units which are the responsibility of the Association.

(2) Expenses declared common expenses by provisions of this Master Deed.

(h) Common surplus means the excess of all receipts of the Association, including but not limited to assessments over the amount of common expenses.

(i) Co-owner means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns a Unit within the building.

(j) Condominium means a Unit in the Barrington One Horizontal Property Regime.

(k) Condominium ownership means the individual ownership of a particular Unit in a building and the common right to a share, with other co-owners, in the general and limited common elements of the property.

(l) Council of Co-Owners means all the co-owners as defined herein and it shall also refer to the Association as herein defined.

(m) Covenants means those certain covenants, conditions and restrictions commonly known as the Leamington Covenants as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 424 at Page 1642, as amended from time to time.

(n) Declarant means Greenwood Development Corporation, a South Carolina Corporation with its principal place of business located on Hilton Head Island and in Greenwood, South Carolina, and its successors and assigns.

(o) Majority of co-owners means the co-owners owning fifty-one (51%) percent or more of the basic value of the property as a whole.

(p) Master Deed means the deed or declaration establishing and recording the property of the horizontal property regime and all exhibits thereto.

(c) Owner (See "Co-owner" above in ARTICLE IV(i)).

(r) Person means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(s) Property means and includes the land, the Buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

(t) Regime means Barrington One Horizontal Property Regime created by the Master Deed and reference to the Association, as herein defined, shall likewise include reference to the Regime and vice versa.

(u) Unit as used herein has the same connotation as the term "Apartment" as used in the Act and means a part of the property intended for any independent residential use including one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building, and with a direct exit to a public street or highway, or to a common area or areas leading to such street or highway.

(v) Utility services means and shall include, but shall not be limited to, electric power, hot and cold water, heating, refrigeration, airconditioning, garbage and sewage disposal.

ARTICLE V
DESCRIPTION OF UNITS; USE; REPAIRS

Section 1. GENERAL DESCRIPTION OF UNITS AND USE.

That the Property includes one (1) Building of five (5) residential stories over a ground floor parking level, containing forty-five (45) individual Units, all of which are to be used for residential purposes only. The Units 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 hereinafter listed in this Master Deed, 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.

Section 2. INDIVIDUAL UNITS.

That there are three (3) basic types of Units in Barrington One Horizontal Property Regime, to wit, Unit Type A, a one bedroom floor plan containing approximately 363 gross heated square feet; Unit Type B, a two bedroom floor plan containing approximately 1,171 gross heated square feet; and Unit Type C, a three bedroom floor plan containing approximately 1,520 gross

heated square feet; all of those being more particularly designated and described in the Architect's Walk Through Description attached hereto and incorporated herein as Exhibit "E".

The forty-five (45) Units on the property are contained on five (5) floors and are located and numbered as follows:

<u>Floor No.</u>	<u>Unit No.</u>	<u>Unit Type</u>
1	109	A
	110	B
	111	B
	112	B
	113	C
	114	B
	115	B
	116	B
	117	A
2	209	A
	210	B
	211	B
	212	B
	213	C
	214	B
	215	B
	216	B
	217	A
3	309	A
	310	B
	311	B
	312	B
	313	C
	314	B
	315	B
	316	B
	317	A
4	409	A
	410	B
	411	B
	412	B
	413	C
	414	B
	415	B
	416	B
417	A	

<u>Floor No.</u>	<u>Unit No.</u>	<u>Unit Type</u>
5	509	A
	510	B
	511	B
	512	B
	513	C
	514	B
	515	B
	516	B
	517	B
		A

The Building and Unit types for Phase II, if applicable, and for Phase III, if applicable, and Phase IV, if applicable, of Barrington One Horizontal Property Regime will vary from the Building and Unit types in Phase I as herein provided. A brief description is set forth in ARTICLE VIII, infra.

All of the aforementioned Units are more particularly shown on the plans thereof attached hereto as Exhibit "C" which plans are incorporated herein in the same manner as if expressly set forth in this Section 2 and said plans, together with the Unit numbers and square footage of area in each Unit, and likewise together with the description of Unit boundaries as hereinafter set forth in Section 3, shall constitute a complete description of the Units within the Regime.

Section 3. BOUNDARIES; GENERAL RULE.

(a) The upper and lower boundaries of each Unit are the interior unfinished surfaces of the floors and ceilings of each Unit. The perimeter boundaries of each Unit, extended to an intersection with the upper and lower boundaries are as follows:

(1) As to all Unit exterior walls which physically divide the Unit from common elements of the building, it shall be the vertical plane of the interior surface of the exterior sheathing subject to such encroachments as now exist or may be caused or created by the construction, settlement or movement of the building or by permissible repairs, construction or alterations. All insulated glass windows and all doors directly accessing the Unit are part of the Unit.

(2) As to all Unit exterior walls which physically divide one Unit from another Unit, it shall be the vertical plane of the centerline of said partition walls.

(3) All vertical planes of each Unit shall extend to intersections with each other.

(b) All lath wallboard, tiles, 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 a Unit, together with all telephones, and all built-in light fixtures, wires, service outlets, vent outlets, heating and cooling units and duct work, electrical switches, thermostats, toilet and other bathroom fixtures and any and all other similar mechanical or physical fixtures which are within the perimeter walls or ceilings and serving a single Unit or within the space above the ceiling and below the floor of the Unit or, in the case of the heating, air conditioning and ventilation system, on the roof above, are a part of the Unit.

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

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

Section 4. OWNER'S RESPONSIBILITIES FOR MAINTENANCE AND REPAIR

(a) While generally an Owner is responsible for the maintenance and repair of the area described above in Section 3 as being included in a Unit, notwithstanding the generality of the foregoing description of Unit boundaries, each Unit Owner shall also be responsible for maintenance and repair of the following, whether it shall be defined as within a Unit or not:

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

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

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

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

(5) the appliances, air conditioning and heat pump units and condensers, hot water heaters, lavatories, bath tubs, toilets, carpeting, floor covering, flooring, trim, ceilings, walls, insulation, and other fixtures, furnishings, and building materials which are part of the Unit at the time of initial closing from Declarant to the Unit Owner, and any subsequent replacements thereof;

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

(7) all pipes, wires, ducts, and other plumbing, mechanical, and electrical appurtenances which are integral and exclusive to the Unit, including lamps attached to the exterior of the Unit;

(8) the Owner's remote storage areas which constitute a limited common element; and

(9) any damage to the Unit itself or to a contiguous Unit caused by a negligent action or inaction within the Unit Owner's Unit, which directly or indirectly causes damage to the contiguous Unit or to the Unit itself.

(b) In the event that the Association determines that any Unit 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 this Master Deed, then, in that event, the Association, except in the event of an emergency situation, shall give such Unit Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement at such Unit 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 situations, such Unit 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 Unit Owner to comply with the provisions hereof after such notice, the Association may provide any such maintenance, cleaning, repair, or replacement at such Unit Owner's sole cost and expense, and said cost shall be added to and become a part of the assessment to which such Unit

Owner and his Unit are subject and shall become a lien against such Unit as provided herein.

Section 5. USES OF UNITS.

(a) Each Unit is restricted as to use by the owner or owners thereof, their lessees and invitees, it being the intent of the Declarant that the building be used for residential purposes only which are consistent with and appropriate to the design of the building.

(b) The Declarant herein subjects the Barrington One Horizontal Property Regime to the further limitation and restriction that it shall be used and occupied for whole-time residential dwelling Units in the same manner as other condominium Units constructed as such within the multi-family residential areas of Palmetto Dunes Resort, and reference is made to Article XVII infra regarding prohibition of time-sharing plans.

(c) No Unit Owner shall do, suffer, or permit to be done, anything in his Unit which would impair the soundness or safety of the Regime, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Units, or which would require any alteration of or addition to any of the Common Elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

(d) In case of any emergency originating in or threatening any Unit, regardless of whether the Owner or his tenant, if any, is present at the time of such emergency, the Association's Board of Directors and all managerial personnel shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Owner of each Unit, if required by the Association, shall deposit under the control of the Association a key to such Unit.

(e) Reference is made to Article XVIII infra, regarding the recorded Covenants applicable to the Unit. The Units in Barrington One Horizontal Property Regime are hereby designated as Class B-6 pursuant to the provisions of Article 2-1 of said Covenants.

(f) The Declarant hereby declares and affirms that the use restrictions described herein shall be deemed restrictive covenants running with the land and are imposed as a limitation and burden upon each Unit and upon the Declarant and upon all future owners of Units.

Section 6. DEEDS TO UNITS

On the transfer of a Unit, a deed effecting that transfer conveys all the seller's interests in that Unit to the purchaser,

including the seller's interest in the real and personal property of the Association, any reserve accounts applicable to that Unit and in any cause of action or chose in action either of the Association or arising out of his ownership of that Unit, whether or not those interests are expressly described in the deed.

Section 7. ASSESSMENTS FOR COMMON EXPENSES;
RESPONSIBILITIES FOR MAINTENANCE.

The obligations of all Unit owners with regard to assessments for common expenses and the maintenance and repair of the individual Units shall be as provided in the By-Laws of the Association which are attached hereto as Exhibit "G".

ARTICLE VI
AREA COMPRISING PROPERTY

That the Property as originally constructed has a total of 3.49 acres on which is situate one (1) residential building occupying approximately 14,580 square feet and the remaining approximately 137,444 square feet is made up of parking, sidewalks, outside landscape areas and other common elements, including the Recreation Area. The Units within the Buildings are located on five (5) floors. There are approximately 23,427 square feet of paved parking and drive area on the Property.

ARTICLE VII
COMMON ELEMENTS

The Common Elements of the Property are as follows:

Section 1. The General Common Elements are as follows:

(a) The Property, excluding the limited common elements and the Units, and including, but not limited to the land on which the Units are constructed, the foundations, stairways, exterior portions of perimeter walls, common walls separating Units, load-bearing columns or walls, slabs, public utility lines; and pipes, wires or conduits located within slabs or elsewhere in the buildings other than as described in ARTICLE V, Section 3. In each instance there shall also be included the space actually occupied by the above.

(b) Parking facilities located on the Property, both within the Phase I Building on the ground floor parking level and outside the Building, which are shown on the plat of the Property attached hereto and identified as Exhibit "B".

(c) All roads, walkways, paths, wood decking and boardwalks, trees, shrubs, yards, (except such as are designated as limited common elements) gardens, planter areas, fountains, etc.

(d) All installations, and area occupying same, outside of the Units for services such as power, light, telephone, television, water and other similar utilities.

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

(f) The elevator and elevator shaft, the mail box area and all appurtenances thereof.

(g) Such easements through the Units for pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units, 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 reconstruction of all or any part thereof, except such easements as may be defined as "Limited Common Elements".

(h) The Recreation Parcel as depicted on the as-built survey referenced above, said Parcel containing 1.28 acres and including thereon a swimming pool, lagoon, restrooms, decking, walkways and cabana facilities.

(i) All areas not designated as a limited common element and not described as lying within the boundary of a Unit as described in ARTICLE V, Section 3 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.

Section 2. The Limited Common Elements are as follows:

(a) All balconies and decks immediately adjacent to each Unit or to which each Unit has direct access from the interior thereof as shown on the floor plans identified as Exhibit "C" and on the plat identified as Exhibit "3".

(b) The roof of the Phase I Building which shall be considered as a limited common element to all forty-five (45) Phase I Units, said distinction between common element and limited common element coming into being upon the annexation of the future phase properties as hereinafter described.

(c) The space lying between the upper boundary of each Unit as described in Article V and the floor or roof above such Unit subject to easements for utilizing service as previously described.

(d) The remote Owner's storage areas (lockers) located on the garage level and which are numbered consistent with the Unit Numbers are assigned specifically to each Unit for the sole and exclusive use of the Co-Owner.

ARTICLE VIII
GENERAL PLAN OF DEVELOPMENT

A. General. The Declarant has constructed the Property described herein (which shall sometimes be referred to as The Phase I Property) and further intends to complete construction of Property contiguous to the property which is the subject of this Master Deed. The additional Property shall be referred to as Phase II, if applicable, Phase III, if applicable, and, Phase IV, if applicable, as "Future Phase" Property. The Future Phase Property, as and if applicable, is described in Exhibit "F" attached hereto and made a part hereof and said Phases are as shown on the plat attached hereto as Exhibit "B". The total number of Units for all three phases shall be no greater than one hundred eleven (111). It is possible, and Declarant expressly reserves the right, to construct the Property in three phases rather than four. For marketing purposes, the Phase I Building is generally known as the Barrington Court; Phases II and III as Barrington Park; and Phase IV as Barrington Arms.

B. Phase II. With regard to the Phase II property herein referred to, Declarant reserves the right, in the manner more particularly hereinafter set forth, to cause the Phase II Property to become an integral part of Barrington One Horizontal Property Regime once an appropriate amendment to this Master Deed has been filed as hereinafter provided. Phase II will consist of two (2) buildings with up to two (2) stories, containing up to sixteen (16) individual Units. Said Phase II Units shall not necessarily be of similar form, design and general valuation and shall not necessarily be constructed with similar basic materials as the building constructed on Phase I Property, it being understood that floor plans and other design criteria may be modified by Declarant, or its successors. The Phase II Units are intended to be wood frame townhouse/flat type Units constructed in clusters and are to be known as BARRINGTON PARK COTTAGES.

C. Phase III. With regard to the Phase III property herein referred to, Declarant reserves the right, in the manner more particularly hereinafter set forth, to cause the Phase III Property to become an integral part of Barrington One Horizontal Property Regime once an appropriate amendment to this Master Deed has been filed as hereinafter provided. Phase III will consist of two (2) buildings with up to two (2) stories, containing up to twelve (12) individual Units. Said Phase III Units shall not necessarily be of similar form, design and general valuation and shall not necessarily be constructed with similar basic materials as the building constructed on Phase I Property, it being understood that floor plans and other design criteria may be modified

by Declarant, or its successors. The Phase III Units are intended to be wood frame townhouse/flat type Units constructed in clusters and are to be known as BARRINGTON PARK COTTAGES.

D. Phase IV. With regard to the Phase IV Property, Declarant reserves in the manner more particularly hereinafter set forth, the right to construct one or more buildings with up to five (5) stories over a ground level parking area, containing up to a total of thirty-eight (38) Units of similar general type, architectural style, form, design and general valuation and constructed with similar basic materials and of similar basic quality as the buildings constructed on the Phase I property herein referred to, it being understood, however, that floor plans, structural system and other design criteria may be modified by Declarant, or its successors. The Phase IV Units are to be known as BARRINGTON ARMS.

Reference is made to Exhibit "F" attached hereto for a legal description of the composite Future Phase Property. It is noted that the Phases II, III and IV Property is shown combined by perimeter boundary only as the phase lines have not been determined.

ARTICLE IX
RESERVATION OF RIGHT OF SPONSOR FOR PHASE II AND PHASE III

Declarant, its successors and assigns, hereby expressly reserves the right, to be exercised in its sole discretion, to submit the Phase II Property, the Phase III Property and the Phase IV Property, or any one of them to the provisions of this Master Deed and thereby cause the Phase II and/or Phase III and/or Phase IV Property to become and forever be a part of Barrington One Horizontal Property Regime in the same manner as if made a part thereof in every particular upon the initial execution and filing of this Master Deed. This right may be exercised by Declarant, its successors, grantees and assigns only upon the execution by it or them of an amendment or amendments to this Master Deed substantially in the form of those set forth herein as Exhibit "H", which amendments shall be filed in the Office of the Clerk of Court for Beaufort County, South Carolina not later than December 31, 1989, with regard to the Phase II and Phase III Property, and December 31, 1992, with regard to the Phase IV Property. Any such amendments shall conform to the various provisions and conditions precedent established in this Master Deed and shall expressly submit the Future Phase Property, as applicable, to all of the provisions of this Master Deed and the By-Laws of Barrington One Horizontal Property Regime, a copy of which By-Laws is attached hereto as Exhibit "G" and made a part hereof, as either or both may be amended between the date of said Master Deed and By-Laws, and the filing of said Amendment to this Master Deed to include the Future Phase Property. Upon the exercise, if any, of this right to include Phase II, Phase III and/or Phase IV as a part of this Regime, the provisions of this

Master Deed and all exhibits hereto shall then be understood and construed as embracing the Phase I Property (the basic "Property herein defined) and the Phase II Property, if applicable, and the Phase III Property, if applicable, and the Phase IV Property, if applicable, together with all improvements then constructed thereon. Should this right of inclusion or annexation not be exercised within the time herein prescribed and in the manner herein prescribed, such right shall in all respects expire and be of no further force or effect.

ARTICLE X
REVOCATION AND AMENDMENT

That the dedication of the Property to the Horizontal Property Regime herein shall not be revoked, or the Property removed from the Horizontal Property Regime, or any of the provisions herein amended unless all of the co-owners and the mortgagees of all the mortgages covering the Units unanimously agree to such revocation, or amendment, or removal of the Property from the Horizontal Property Regime by duly recorded instrument; provided, however, that without the consent of the Unit Owners or Mortgagees, the Declarant, or its successors in title to all or any portion of Phase II, and/or Phase III, and/or Phase IV Property, may at any time prior to the termination of the reservation of rights period specified in Paragraph IX herein, amend this Master Deed in the manner set forth in Paragraph VIII and IX so as to subject the Phase II and/or Phase III, and/or Phase IV Property, to the provisions of this Master Deed and the Horizontal Property Act of South Carolina so as to make the Phase II and/or Phase III and/or Phase IV Property an integral part of Barrington One Horizontal Property Regime. Any such amendment shall, when read in concert with this Master Deed, contain all of the particulars required by the said Horizontal Property Act of South Carolina as the same is now constituted or may hereafter be amended and from and after the recording of such amendment Barrington One Horizontal Property Regime shall include all of said Phase II and/or Phase III and/or Phase IV Property, as appropriate. The Future Phase Units are to be as described in Paragraph VIII and IX. The designation of each Unit in the Future Phases by Unit type and its proportionate interest in the common elements is set forth in Exhibit "I", which exhibit is attached hereto and made a part hereof. If Declarant elects to make the Phase II and/or Phase III and/or Phase IV Property a part of this Regime as herein provided, Declarant shall cause to be prepared and made a part of the Amendment by which the Phase II and/or Phase III and/or Phase IV Property is incorporated into Barrington One Horizontal Property Regime a schedule designating Unit types, reflecting each Unit's proportionate interest in the Common Elements, which schedule shall be similar in content and format to the Exhibit "I" schedule, prepared using the requirements and guidelines set forth in Paragraph VIII and IX hereof. Upon the recordation of the Amendments to make the Phase II Property, if appropriate, and the Phase III Property, if

appropriate, and/or Phase IV Property, if appropriate, a part of the Barrington One Horizontal Property Regime, the provisions regarding revocation and amendment set forth in this Paragraph X shall have equal application thereto.

ARTICLE XI
PERCENTAGE OF INTEREST OF UNITS

Section 1. Percentage of Interest Based on Comparative Value:

The percentage of title and interest appurtenant to each Unit and the Unit owners title and interest in the common elements (both general and limited) of the Property and the proportionate share in the profits and common monthly expenses as well as the proportionate representation for voting purposes in the meeting of the Association is based on the proportionate value of each Unit to the value of the total Property as set forth in Exhibit "I" attached hereto and made a part hereof. The proportionate representation for voting purpose and the percentage of the undivided interest in the common elements (both general and limited) provided in this paragraph and in Exhibit "I" shall not be altered without the acquiescence of the co-owners representing all of the Units expressed in an amendment to this Master Deed duly recorded as required by ARTICLE VII hereof or except as provided in ARTICLE VIII, IX and X with regard to the amendment of the Master Deed to admit Phase II, III, and IV Units.

ARTICLE XII
ADMINISTRATION AND BY-LAWS

Section 1. ASSOCIATION; BY-LAWS

As noted in ARTICLE II hereof, Declarant has caused to be incorporated under the laws of the State of South Carolina a corporation known as Barrington One Owners' Association, which shall be an incorporated Council of Co-Owners to serve as the body by which the Unit owners will manage the affairs of the Regime. Each Unit owner shall have voting rights in said Association in the same percentage as the percentage of interest his Unit has in the common elements. The administration of the Regime, and consequently of the Association, consisting as aforesaid of the Property described in ARTICLE I, II and III, shall be in accordance with the provisions of the By-Laws which are incorporated herein, made a part hereof and are attached hereto as Exhibit "C".

Section 2. AUTOMATIC MEMBERSHIP IN ASSOCIATION

Each Unit owner shall automatically become and be a member of the Association so long as he continues to be a Unit owner and shall exercise such percentage of vote in all matters as shown

upon Exhibit "I" attached hereto. In the event that a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all the record owners of the said Unit and filed with the Secretary of the Association. Further, should such Unit owner be a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice President of the corporation and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. All such certificates shall be valid until revoked, superseded by a subsequent certificate, or until there has been a change in ownership of the Unit concerned.

ARTICLE XIII
HORIZONTAL PROPERTY REGIME CONSTITUTED

As appears above, a Horizontal Property Regime is hereby constituted under and subject to the provisions of the Horizontal Property Act of the State of South Carolina, so that Units may be conveyed and recorded as individual properties capable of independent use and each having its own exit to the common elements of the Property, and each Unit co-owner having an exclusive and particular right over his respective Unit and in addition the specified undivided interest in the common elements of the Property.

ARTICLE XIV
DECLARANT SUBJECT TO MASTER DEED;
DECLARANT USE

So long as the Declarant owns one or more of the Units, the Declarant shall be subject to the provisions of this Master Deed and the Exhibits attached hereto and the Declarant covenants to take no action which will adversely affect the rights of the Regime with respect to the assurances against latent defects in the Property or other rights assigned to the Regime by reason of the establishment of said Horizontal Property Regime; provided, however, that Declarant as in the case with any other Unit owner, shall have the absolute right and privilege of leasing any or all of the Units owned by it on a short or long term basis for the uses permitted by this Master Deed, and that Declarant's lessees, invitees, guests, etc., shall be entitled to all of the privileges and rights, and be subject to the requirements hereunder, of a co-owner with respect to the use of the Property excluding voting rights which shall remain with the Declarant; and provided further, that Declarant, and its successors and assigns, shall be entitled to use one or more of the Units as models for purposes of a sales model and/or office until the entire project as well as the contiguous property to be developed by Declarant, currently known and planned as BARRINGTON TWO, THREE and FOUR, has been sold, it being the intent of Declarant that said reserved rights do not conflict with the residential use restriction described hereinabove. Further, Declarant reserves the right to grant

access and use privileges to the Recreational Parcel to co-owners in the Abbingdon Horizontal Property Regime. See Exhibit "A" for further reference to this reservation.

ARTICLE XV
COMMON ELEMENTS NOT PARTITIONED

Except as provided, the common elements shall remain undivided and no co-owner shall bring any action for partition and/or division.

ARTICLE XVI
COMMON ELEMENTS NOT SEVERABLE FROM UNITS

The undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE XVII
TIME-SHARING/INTERVAL OWNERSHIP PROHIBITION

That the Declarant herein subjects the Barrington One Horizontal Property Regime to the further limitation and restriction that it shall be used and occupied for whole-time residential dwelling Units in the same manner as other condominium Units constructed as such within the multi-family residential areas of Palmetto Dunes Resort, and such dwelling Units constructed on said property shall not be utilized for purposes of time-sharing or interval ownership, time-sharing or interval licenses, time-sharing or interval leases, or similar plans as those items are currently generally utilized in the real estate industry or as those or similar terms are expressed or defined in Chapter 32, Code of Laws of South Carolina, 1976, as amended.

ARTICLE XVIII
PROVISIONS AND COVENANTS APPLICABLE TO UNITS

That each co-owner shall comply with the provisions of this Master Deed and authorized amendments thereto, the Declaration of Covenants, Restrictions of Greenwood Development Corporation which covenants are recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 424 at Page 1642, and as may be amended; and the Leamington Association, Inc. By-Laws, Decisions and Resolutions of Board or other representatives, as lawfully enacted from time to time, together with any lawfully adopted amendments thereto. The failure to comply with such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief. The Units shall also be conveyed subject to the recorded plat and plans of the Property and amendments thereto. Declarant

expressly states that all Units within the Regime are to be considered Class 3-6 (Transient Occupancy Structures with Two (2) or more dwelling units) as defined in Section 2-1 of said Covenants.

ARTICLE XIX
NONUSE NOT EXEMPTION OF LIABILITY FOR
COMMON EXPENSES

No co-owner of a Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his Unit.

ARTICLE XX
ALL USERS OF PROPERTY SUBJECT TO MASTER
DEED

All present or future co-owners, tenants, future tenants, or any other person that might use the facilities of the Property in any manner, including those who may lease from the Declarant, are subject to the provisions of this Master Deed and any authorized amendments thereto, and that the mere acquisition or rental of any of the Units shall signify that the provisions of this Master Deed and any authorized amendment thereto are accepted and ratified.

ARTICLE XXI
ASSESSMENTS SUBORDINATE TO MORTGAGEE
TAKING TITLE

Where a mortgagee or other purchaser of a Unit obtains title by reason of foreclosure or deed in lieu of foreclosure of a mortgage covering a Unit, such acquirer of title, his or its heirs, successors, assigns or grantees, shall not be liable for assessments by the Association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment shall be subordinate to such mortgage.

ARTICLE XXII
INSURANCE

The Board of Directors of the Association shall be required to obtain and maintain those types and forms of insurance as are required by ARTICLE VIII of the By-Laws set forth in Exhibit "C" attached hereto and made a part hereof.

ARTICLE XXIII
RECONSTRUCTION AND REPAIR

In the event of casualty loss or damage to the Property the provisions of ARTICLE IX of the By-Laws as set forth in Exhibit "G" shall govern all matters pertaining to reconstruction and repair.

ARTICLE XXIV
CONDEMNATION

In the event of a condemnation of a portion of the Property which is subject to this Master Deed, no reallocation of interests in the common areas resulting from a partial condemnation of such a Project may be effected without the prior approval of the Unit Owners and the eligible holders holding mortgages on all remaining Units, whether existing in whole or in part, and which have at least seventy-five (75%) percent of the votes of such remaining Units subject to eligible holder mortgages.

The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof. Each Unit Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or the Insurance Trustee, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

ARTICLE XXV
EASEMENT FOR ENCROACHMENT

If any portion of the common elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the common elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the building; (b) alteration or repair to the common elements made by or with consent of the Board or; (c) as a result of repair or restoration of the building or any Unit by damage by fire or other casualty; or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building or buildings stand.

ARTICLE XXVI
OTHER REGIME EASEMENTS

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements, if any, located in any of the other Units and serving his Unit.

Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements serving such other Units and located in such Unit. The Board shall have the right of access to each Unit to inspect the same to remove violations therefrom and to maintain, repair or replace common elements contained therein or elsewhere in the building.

ARTICLE XXVII
SEVERABILITY

The provisions thereof 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 the Master Deed and the By-Laws or any authorized amendment thereto shall not impair or affect in any manner the validity or enforceability of the remaining portions thereof and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included therein.

ARTICLE XXVIII
NON-WAIVER

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE XXIX
GENDER AND NUMBER

The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE XXX
APPLICABLE LAW

This Master Deed is set forth to comply with the requirements of the Horizontal Property Act of South Carolina as presently constituted or as hereafter amended. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

ARTICLE XXXI
WARRANTIES

The following Section is taken from the Purchase Agreement form by and between Declarant and all initial purchasers for Units within the Regime. The purpose of reproducing said Section

INDEX TO EXHIBITS

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

- Exhibit "A" - Description of Land (Phase I Property)
- Exhibit "B" - As-Built Survey (includes Phase I and proposed Future Phase Property)
- Exhibit "C" - Site location plan, Elevations and Floor Plans of Building and Units
- Exhibit "D" - Architect's Certificate
- Exhibit "E" - Description of Units ("Walk Through")
- Exhibit "F" - Legal Description Future Phase Property
- Exhibit "G" - By-Laws of Barrington One Horizontal Property Regime and Barrington One Property Owners' Association.
- Exhibit "H" - Form of Amendment to incorporate the Future Phase Property into Barrington One Horizontal Property Regime
- Exhibit "I" - Percentage of Interest applicable to Units.
- Exhibit "J" - Notice to Purchasers of Internal Revenue Service Tax Shelter Designation.

EXHIBIT "A" TO MASTER DEED OF
BARRINGTON ONE HORIZONTAL PROPERTY REGIME
DESCRIPTION OF LAND

All that certain piece, parcel or tract of land situate, lying and being in the Leamington Section of Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina, shown and described as Phase I, having and containing 2.21 acres, more or less, on the plat entitled "As-Built Survey, Barrington One Horizontal Property Regime, Phase I" which plat was prepared by Hussey, Gay & Bell, Consulting Engineers and certified to by Roy Hussey, R.L.S. (S.C.) #2373, which said plat is dated August 15, 1986, and is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 34 at Page 30. The property is described by courses and distances, metes and bounds, as follows, to-wit:

Commencing at the intersection of the centerline of that certain 60' foot right-of-way known as Queens Way and the centerline of that certain 60' foot right-of-way known as Ocean Lane and proceeding from said Point of Commencement S46°43'07"W for a distance of 171 feet to a point; thence along a curve with a delta angle of 18°, a radius of 542.99 feet, a chord bearing of S55°47'07"W and a chord distance of 169.89 feet for a distance of 170.59 feet to a point; thence proceeding S25°12'54"E for a distance of 30 feet to a concrete monument; thence proceeding S64°47'06"W for a distance of 184 feet to a concrete monument; thence along a curve with a delta angle of 30°35'16", a radius of 300 feet, a chord bearing of S49°29'28"W for a chord distance of 158.26 feet for a distance of 160.16 feet to a concrete monument which marks the Point of Beginning for Phase I; from said Point of Beginning proceeding S35°07'05"E for a distance of 52.38 feet to a concrete monument; thence proceeding S21°38'20"E for a distance of 105.02 feet to a concrete monument; thence proceeding S43°29'35"E for a distance of 64.84 feet to a concrete monument; thence proceeding N89°18'40"E for a distance of 107.19 feet to a concrete monument; thence proceeding N71°53'E for a distance of 93.30 feet to a concrete monument; thence proceeding S37°31'45"E for a distance of 64.67 feet to a concrete monument; thence proceeding S24°38'30"E for a distance of 88.19 feet to a concrete monument; thence proceeding S46°11'40"E for a distance of 226.82 feet to a concrete monument; thence proceeding S45°33'32"W for a distance of 71 feet to a concrete monument; thence proceeding S46°11'30" for a distance of 101.55 feet to a concrete monument; thence proceeding S22°10'29"W for a distance of 4.07 feet to a concrete monument; thence proceeding N42°06'50"W for a distance of 273.86 feet to a concrete

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 HILTON HEAD ISLAND, S.C.

monument; thence proceeding N2°53'10"E for a distance of 28.28 feet to a concrete monument; thence proceeding N42°06'50"W for a distance of 100 feet to a concrete monument; thence proceeding N87°06'50"W for a distance of 113.14 feet to a concrete monument; thence proceeding N42°06'50"W for a distance of 201.91 feet to a concrete monument; thence proceeding N34°11'50"E for a distance of 130.33 feet to the point which marks the Point of Beginning.

ALSO, all that certain piece, parcel or tract of land situate, lying and being in the Leamington Section of Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina, having and containing 1.28 acres, more or less, shown and described as the Recreation Parcel upon the aforementioned plat. The Recreation Parcel is described by courses and distances, metes and bounds, as follows, to-wit:

Commencing at the intersection of the centerline of that certain 66' foot right-of-way known as Queens Way and the centerline of that certain 60' foot right-of-way known as Ocean Lane and proceeding from said Point of Commencement S46°43'07"W for a distance of 171 feet to a point; thence along a curve with a delta angle of 18°, a radius of 542.99 feet, a chord bearing of S55°47'07"W and a chord distance of 169.89 feet for a distance of 170.59 feet to a point; thence proceeding S25°12'54"E for a distance of 33 feet to a concrete monument; thence proceeding along a curve with a delta angle of 7°03'30", a radius of 572.99 feet, a chord bearing of N61°15'21"E and a chord distance of 70.54 feet for a distance of 70.59 feet to a concrete monument; thence proceeding S42°06'50"E for a distance of 422.43 feet to a point which marks the Point of Beginning for the Recreation Parcel. From said Point proceeding S42°06'50"E for a distance of 181.07 feet to a concrete monument; thence proceeding S41°02'30"W for a distance of 183.39 feet to a concrete monument; thence proceeding S48°08'36"W for a distance of 111.80 feet to a concrete monument; thence proceeding N46°11'40"W for a distance of 181 feet to a point; thence proceeding N43°43'20"E for a distance of 307.54 feet to the point which marks the Point of Beginning.

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

SAVE AND EXCEPT THEREFROM, the right of ingress and egress unto the Declarant herein, its successors and 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 Barrington One Property, said reservation being

unto the Declarant herein, its successors and assigns and Grantees, said reserved easement expressly for, but not limited to, the purpose of construction of the future phase property.

FURTHER, SAVE AND EXCEPT from the above described property, title to and ownership of all water and sewer lines located on said Parcel or hereafter installed thereon, together with all pipes, pumps, pumping 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, the Declarant expressly reserves the right to improve the aforementioned property by clearing, constructing additional parking and common facilities pertaining to Barrington One Horizontal Property Regime.

FURTHER, Declarant 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 and drainage purposes from time to time.

FURTHER, Declarant expressly reserves the right to grant to others, including the existing Abbington Horizontal Property Regime, and as amended, and any condominium regime created on Parcel 9 of Leamington Section, an easement appurtenant for the use, ingress and egress of the recreational facilities located in the Recreation Parcel.

FURTHER, the above property is submitted to the Barrington One Horizontal Property Regime subject to that certain Declaration of Covenants, Conditions and Restrictions Running with Certain Land of Greenwood Development Corporation, Etc., said Declaration dated July 9, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 424 at Page 1642, as amended from time to time.

FURTHER, the above property is submitted to the Barrington One Horizontal Property Regime subject to all easements as shown on the above plat of record and to all existing utility easements or easements to be granted in favor of the Broad Creek Public Service District or Greenwood Development Corporation or Leamington Owners' Association, Inc., of record in the Office of the Clerk of Court for Beaufort County, South Carolina.

EASEMENTS:

AISC, a general use easement for those amenities, byways, lanes, paths, walkways, bike trails and other rights-of-way on those certain properties within Palmetto Dunes Resort, now or hereafter in existence, as they now exist or may hereafter be modified by

the Declarant, or its successors and assigns, and which are intended for the general use of all property owners and their proper guests and invitees, which said use shall be upon the terms and conditions as may be established from time to time by Declarant, its successors and assigns for all such property owners it being understood that certain areas are and shall be restricted as to access, said restrictions reserved as defined in the underlying covenants of record.

The within granted easements are hereby intended to be easements appurtenant to the Barrington One Phase I parcel which is more particularly described above, as well as to the Phase II and/or Phase III and/or Phase IV parcels of property if, and when, incorporated into the Barrington One Horizontal Property Regime, for the use, benefit and to be incident to the ownership of the above described parcels, as applicable, and any portions thereof, or any condominiums located therein or thereon now or at any time in the future.

The property described above is a portion of the property conveyed to Greenwood Development Corporation, by Deed of Palmetto Dunes Resort, Inc. dated November 16, 1979, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 292 at Page 143.

EXHIBIT "B"

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

PLAT/AS-BUILT SURVEY OF PROPERTY

Attached hereto is a plat entitled "As-Built Survey, Barrington One Horizontal Property Regime, Phase I", dated August 15, 1986, prepared by Hussey, Gay & Bell, Consulting Engineers, Roy L. Hussey, R.L.S. (S.C.) #2373.

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& GRIFFIN, P. A.

ATTORNEYS AND

COUNSELLORS AT LAW

HILTON HEAD ISLAND, S.C.

EXHIBIT "C"BARRINGTON ONE HORIZONTAL PROPERTY REGIMEARCHITECTURAL DRAWINGS OF FLOOR PLANS

Attached hereto are the floor plans and site plan prepared by Eugene R. Smith, AIA Architects/Planners, Inc., as follows:

<u>Sheet No.</u>	<u>Description</u>
C-1	Index of Drawings
SP-2	Phase I Site Plan
A-1 through A-10	Floor Plans, Roof Plan, Bedroom Plans
A-15 through A-20	Miscellaneous Phase I Building Drawings
A-22 through A-24	Miscellaneous Phase I Building Drawings
E-1 through E-3	Floor Electrical Plans
E-7	Roof Electrical Plans
P-1	Ground Floor Plumbing Plan
P-2	First Floor Plumbing Plan
F-1 through F-3	Miscellaneous Sprinkler Plans
M-6	Roof Mechanical Plan

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 Barrington One Property, said reservation being unto the Declarant herein, its successors and assigns and Grantees, said reserved easement expressly for, but not limited to, the purpose of construction of the future phase property and as well as for access to contiguous property immediately to the north and east of the Barrington One Property.

FURTHER, SAVE AND EXCEPT from the above described property, title to and ownership of all water and sewer lines located on said Parcel or hereafter installed thereon, together with all pipes, pumps, pumping 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, the Declarant expressly reserves the right to improve the aforementioned property by clearing, constructing additional parking and common facilities pertaining to Barrington One Horizontal Property Regime.

FURTHER, Declarant 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 and drainage purposes from time to time.

FURTHER, Declarant expressly reserves the right to grant to others, including the existing Abbington Horizontal Property Regime, and as amended, and any condominium regime created on Parcel 9 of Leamington Section, an easement appurtenant for the use, ingress and egress of the recreational facilities located in the Recreation Parcel.

FURTHER, the above property is submitted to the Barrington One Horizontal Property Regime subject to that certain Declaration of Covenants, Conditions and Restrictions Running with Certain Land of Greenwood Development Corporation, Etc., said Declaration dated July 9, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 424 at Page 1642, as amended from time to time.

FURTHER, the above property is submitted to the Barrington One Horizontal Property Regime subject to all easements as shown on the above plat of record and to all existing utility easements or easements to be granted in favor of the Broad Creek Public Service District or Greenwood Development Corporation or Leamington Owners' Association, Inc., of record in the Office of the Clerk of Court for Beaufort County, South Carolina.

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EASEMENTS:

ALSO, a general use easement for those amenities, byways, lanes, paths, walkways, bike trails and other rights-of-way on those certain properties within Palmetto Dunes Resort, now or hereafter in existence, as they now exist or may hereafter be modified by the Declarant, or its successors and assigns, and which are intended for the general use of all property owners and their proper guests and invitees, which said use shall be upon the terms and conditions as may be established from time to time by Declarant, its successors and assigns for all such property owners it being understood that certain areas are and shall be restricted as to access, said restrictions reserved as defined in the underlying covenants of record.

The within granted easements are hereby intended to be easements appurtenant to the Barrington One Phase III parcel which is more particularly described above, as well as to the Phase IV parcels of property if, and when, incorporated into the Barrington One Horizontal Property Regime, for the use, benefit and to be incident to the ownership of the above described parcels, as applicable, and any portions thereof, or any condominium located therein or thereon now or at any time in the future.

The property described above is a portion of the property conveyed to Greenwood Development Corporation, by Deed of Palmetto Dunes Resort, Inc. dated November 16, 1979, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 292 at Page 143.

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EXHIBIT "B" TO SECOND AMENDMENT TO MASTER DEEDBARRINGTON ONE HORIZONTAL PROPERTY REGIMEDESCRIPTION OF ALL PHASES (PHASES I, II AND III)

All that certain piece, parcel or tract of land situate, lying and being in the Leamington Section of Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina, shown and described as the Phase I (2.21 Acres), Recreational Area (1.28 Acres), Phase II (0.98 Acres), and Phase III (1.22 Acres), more or less, on a plat entitled "As-Built Survey Barrington One Horizontal Property Regime, Phases I, II and III (includes Recreational Area)" which plat was prepared by Hussey, Gay & Bell, Consulting Engineers and certified to by Roy Hussey R.L.S. (S.C.) #2373, and which plat is dated August 15, 1986, and last revised June 12, 1987, said plat being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 35 at Page 14. For a more complete description as to the courses and distances, metes and bounds, reference is made to the aforementioned plat of record as well as to the legal descriptions contained of the various parcels referenced hereinabove, said legal descriptions contained as a part of Exhibit "A" to the original Master Deed of Barrington One Horizontal Property Regime, Exhibit "A" to this First Amendment to Master Deed; and Exhibit "A" to this Second Amendment to Master Deed.

In case of conflict, if any, between the above description and the above mentioned plat of record, said plat shall be controlling.

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EXHIBIT "C" TO SECOND AMENDMENT TO MASTER DEED
BARRINGTON ONE HORIZONTAL PROPERTY REGIME
PLAT/AS-BUILT SURVEY OF PROPERTY

Attached hereto is a plat entitled "As-Built Survey, Barrington One Horizontal Property Regime, Phases I, II and III", dated August 15, 1986, and revised June 12, 1987, prepared by Hussey, Gay & Bell, Consulting Engineers, Roy L. Hussey, R.L.S. (S.C.) #2372. It is noted that the Unit Type designations on the plat as it relates to the Phase II Units are corrected and restated designations as the previous plat filed with the First Amendment and recorded in Plat Book 34 at Page 81 inadvertently had the designations reversed. Effective upon recording, this plat supercedes and replaces the previously filed plat of record.

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

EXHIBIT "D" TO SECOND AMENDMENT TO MASTER DEEDBARRINGTON ONE HORIZONTAL PROPERTY REGIMEARCHITECTURAL DRAWINGS OF FLOOR PLANS

Reference is made to Exhibit "D" of the First Amendment to Master Deed filed in the RMC Office for Beaufort County in Deed Book 465 at Page 1321 as it relates to the floor plans of the Unit Type A and Unit Type B floor plans. Attached hereto are the floor plans prepared by Eugene R. Smith, AIA Architects/Planners, Inc., relating to the Unit Type C, as follows:

<u>Sheet No.</u>	<u>Description</u>
2, 3	Miscellaneous Unit C Floor Plans
6a, 7, 9, 9a and 10	Miscellaneous elevations and building sections
16	Foundation Plan
17, 17a	Framing and Roof Plans
P-2	Plumbing Plan
M-1	HVAC Plan
E-1, E-3	Electric Plans

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EXHIBIT "E" TO SECOND AMENDMENT TO MASTER DEED
BARRINGTON ONE HORIZONTAL PROPERTY REGIME
ARCHITECT'S CERTIFICATE

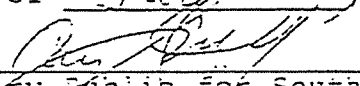
This is to certify that Barrington One Horizontal Property Regime, Phase III consisting of the twelve (12) Phase III Units numbered as follows: 601 through 606; 701 through 706 are built substantially in accordance with the floor plans attached to the First and Second Amendments to Master Deed creating said Regime, as Exhibit "D" to be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, except for minor variations which are customary in projects of this nature.

EUGENE R. SMITH, AIA ARCHITECTS/
PLANNERS, INC.

By: 

S.C. Registration # 3184

Certified to this 23
day of July, 1987.


Notary Public for South Carolina

(L.S.)

My Commission Expires: 3-24-87

were expressly set forth herein except as herein modified or amended.

The outside paved areas for access and parking facilities within the General Common Elements shall consist of approximately 48,739 square feet in the Regime subsequent to the execution and recording of this Amendment.

TENTH: GENERAL PLAN OF DEVELOPMENT/LIMITED COMMON ELEMENTS

As referenced in the original Master Deed, the general plan of development by the Declarant provided that the Phase II and the Phase III properties were not to be necessarily of the same form, design and general evaluation as the Phase I and Phase IV properties. While Building Nos. 3, 4, 5, and 6 of Phase II and Phase III are generally wood frame, townhouse flat-type units constructed in clusters and are generally known as the Barrington Park Cottages, this Building No. 2 is a mid-rise and is similar to the Phase I building. Phase IV is generally referred to as Barrington Arms. The general common elements as described in Article VII, Section 1 of the Master Deed referenced above are not modified by virtue of this Amendment and, as referenced above in Article NINTH, the common elements (both general and limited) shall be as set forth in the original Master Deed, as amended, as to those areas being included in the Phase IV property.

Specifically it is noted that the limited common elements for the Phase IV property include:

(a) All balconies, decks, immediately adjacent to each unit or to which each unit has direct access from the interior thereof, and as shown on the floor plans identified as Exhibit "D" to this Third Amendment.

(b) The roof of the Phase IV Building which shall be considered as a limited common element to the thirty-eight (38) Phase IV units, similar to the roof for Phase I, reference being made to Article VII, Section 2(b) in the original Master Deed as it relates to the roof of the Phase I property.

(c) The space lying between the upper boundary of each unit as described herein and the floor or roof above such unit subject to easements for utilizing services previously described.

(d) The remote Owner's storage areas (lockers) located in the garage level which are numbered consistent with the Unit Numbers and which are assigned specifically to each Unit for the sole and exclusive use of the Co-Owner.

ELEVENTH: PERCENTAGE OF INTEREST

The percentage of title and interest appurtenant to each Unit and the Unit Owner's title and interest in the common

THIRD AMENDMENT TO MASTER DEED BARRINGTON ARMS
UNIT 2
BARRINGTON ARMS
BARRINGTON ARMS
BARRINGTON ARMS

elements (both General and Limited) of the Property (Phase I, Phase II, Phase III and Phase IV) of the Barrington One 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 Barrington One Owners' Association (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 (Phase I, Phase II, Phase III and Phase IV) as set forth in Exhibit "I" to the Master Deed establishing said Regime, the provisions of which are incorporated herein and made a part hereof. For the sake of convenience, 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 Units expressed in a duly recorded Amendment to this Master Deed for such Regime or by an Amendment filed by the Declarant in accordance with the reservations set forth in the Master Deed.

TWELFTH: TAX SHELTER

That Declarant has registered the Barrington One, Phase IV Project with the Internal Revenue Service as a tax shelter pursuant to the applicable provisions of the Internal Revenue Code. Barrington One Horizontal Property Regime, Phase IV, has tax identification number of 87167000010. Reference is made to Exhibit "E" to this Third Amendment for a Notice of this designation. The purpose of including this Exhibit "E" as an attachment to the Third Amendment to Master Deed is to provide actual notice to subsequent purchasers of Units within the Barrington One, Phase IV, Project.

THIRTEENTH: LIMITED WARRANTY

The following Section is taken from the Purchase Agreement form by and between Declarant and all initial purchasers of Units within this Phase IV of the Regime. The purpose of including said Section relating to warranties herein in the Master Deed is to provide actual notice to successors-in-title and original purchasers:

"At closing, Seller shall transfer to Purchaser all of Seller's right, title and interest in and to any manufacturer's warranty furnished to Seller covering any equipment or appliance installed in the Property, and Seller makes no warranty or agreement of any kind with respect to any such equipment or appliance. If written notice is given to Seller by Purchaser within thirty (30) days of discovery of any defects not caused by Purchaser, his agents, guests, or invitees, then Seller will, at no cost to the Purchaser for a period

of one (1) year from the date of closing, repair, replace, the defective portion of the Property. The warranty shall not apply to fixtures and appliances covered by a warranty of a manufacturer or dealer, for which defects the Purchaser shall have such rights as are defined in the applicable warranty documents. Seller shall not be responsible for any incidental or consequential damages arising from any defect. This warranty is personal to Purchaser, and shall automatically terminate and be of no further force or effect upon Purchaser's sale, transfer or conveyance of the Property. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED AS TO THE FITNESS, DESIGN OR CONDITION OF ITEMS OF TANGIBLE PERSONAL PROPERTY OR FIXTURES, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE."


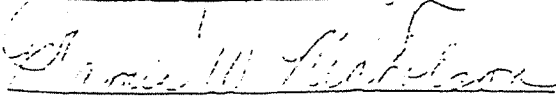
FOURTEENTE: MISCELLANEOUS

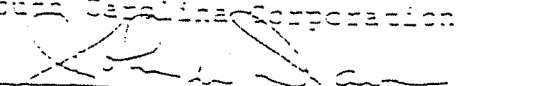
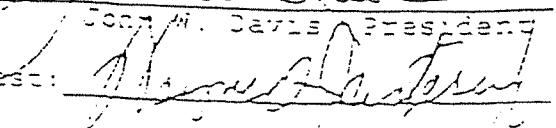
That the sole purpose of this Amendment is to add the Phase IV property to the Barrington One Horizontal Property Regime so as to make it an integral part of said Regime, all provisions of the Master Deed establishing the Barrington One Horizontal Property Regime as recorded in the RMC Office for Beaufort 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.

IN WITNESS WHEREOF, GREENWOOD DEVELOPMENT CORPORATION, a South Carolina Corporation, has caused these presents to be executed this 24th day of February, in the year of Our Lord one thousand nine hundred eighty-eight and in the two hundred and twelfth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GREENWOOD DEVELOPMENT CORPORATION
A South Carolina Corporation

By: 
James M. Davidson, President
Witness: 

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY appeared before me Julian J. Nexsen, Jr. who, on oath, says, that ~~he~~he saw the within named GREENWOOD DEVELOPMENT CORPORATION by John W. Davis, its President, sign the within Amendment to Master Deed, and Wayne O. Juscesen, Jr., its Secretary attest the same, and the said Corporation, by said officers seal said Deed, and as its act and deed, deliver the same and that ~~he~~he with Mamie W. Nicholson witnessed the execution thereof.

Julian J. Nexsen, Jr.

SWORN to before me this 24th day of February, 1988

Mamie W. Nicholson (L.S.)
Notary Public for South Carolina

My Commission Expires: 8/26/90.

THEA LORAN
CRISTIN, P. A.
ATTORNEYS AND
SOLICITORS AT LAW
1400 SLANDER

INDEX OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
"A"	Real Property Description of Phase IV Property and Reserved Easements
"B"	Real Property Description (all Phases)
"C"	As Built Survey - Phase IV
"D"	Floor Plans - Phase IV Units
"E"	Certificate of Architect
"F"	"Walk Through" Description of Phase IV Units
"G"	Percentage of Interest in Common Elements (Phases I, II, III and IV)
"H"	Notice to Initial and Future Purchasers of Internal Revenue Service Tax Shelter Designation

EXHIBIT "A" TO THIRD AMENDMENT TO MASTER DEED OF

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE IV LAND

All that certain piece, parcel or tract of land situate, lying and being in the Leamington Section of Palmetto Dunes, Hilton Head Island, Beaufort County, South Carolina, shown and described as Phase IV, having and containing 1.87 acres, more or less, on the plat entitled "As-Built Survey, Barrington One Horizontal Property Regime, Phases I, II, III, and IV (Includes Recreation Area)" which plat was prepared by Hussey, Gay & Bell, Consulting Engineers and certified to by Roy Hussey, R.L.S. (S.C.) #2673, which said plat is dated August 15, 1986, and last revised February 11, 1988, and is recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 15 at Page 89. The property is described by courses and distances, metes and bounds, as follows, to-wit:

Commencing at the intersection of the centerline of that certain 60' foot right-of-way known as Queens Way and the centerline of that certain 60' foot right-of-way known as Ocean Lane and proceeding from said Point of Commencement S45°43'37"W for a distance of 171 feet to a point; thence along a curve with a delta angle of 18°, a radius of 542.39 feet, a chord bearing of S55°47'07"W and a chord distance of 168.39 feet for a distance of 170.59 feet to a point; thence proceeding S25°12'54"E for a distance of 30 feet to a concrete monument which marks the Point of Beginning for Phase IV; from said Point of Beginning proceeding S25°12'55"E for a distance of 143 feet to a concrete monument; thence proceeding S36°37'15"E for a distance of 59.23 feet to a concrete monument; thence proceeding S1°28'45"E for a distance of 70 feet to a concrete monument; thence proceeding S38°52'W for a distance of 143 feet to a concrete monument; thence proceeding S37°31'45"E for a distance of 64.67 feet to a concrete monument; thence proceeding S24°38'38"E for a distance of 88.19 feet to a concrete monument; thence proceeding S46°11'40"E for a distance of 45.81 feet to a concrete monument; thence proceeding N43°48'20"E for a distance of 337.54 feet to a concrete monument; thence proceeding N42°05'50"W for a distance of 433.43 feet to a concrete monument; thence along a curve with a delta angle of 7°03'30", a radius of 571.93, a chord bearing of S61°15'21"W, a chord distance of 70.54 feet for a distance of 70.59 feet to the concrete monument which marks the Point of Beginning.

In case of conflict, in any, between the above courses and distances, metes and bounds description and the above mentioned plat of record, said plat shall be controlling.

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

FURTHER, SAVE AND EXCEPT THEREFROM, the right of ingress and egress over and across all roads shown on the above described plat of Barrington One Property, said reservation being unto the Declarant herein, its successors and assigns and Grantees, said reserved easement expressly for, but not limited to, access to contiguous property immediately to the north and east of the Barrington One Property.

FURTHER, SAVE AND EXCEPT from the above described property, title to and ownership of all water and sewer lines located on said Parcel or hereafter installed thereon, together with all pipes, pumps, pumping 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, the Declarant expressly reserves the right to improve the aforementioned property by clearing, constructing additional parking and common facilities pertaining to Barrington One Horizontal Property Regime.

FURTHER, reference being made to the above described plat of record to the northeasternmost boundary line which separates the Property from contiguous property owned by Declarant and to be developed by Declarant, its successors, assigns, and grantees. Depicted on said plat is a "gravel road" which lies partially on the contiguous property and partially on the within Property. As it is possible that for purposes of development of the contiguous property this road may be required as a fire lane by the local fire authorities, Declarant expressly reserves the right of ingress and egress over the subject property and the right to improve the aforementioned property by clearing, constructing and improving a roadway in this area for the purpose of servicing emergency access and other incidental or similar uses to both the Barrington One project and the contiguous property.

FURTHER, Declarant reserves the right for surface water drainage over the Property into the lagoon located on the subject Property and on the Recreational Parcel as depicted on the aforementioned plat.

FURTHER, Declarant expressly reserves the right to install lines, equipment and facilities for utility purposes, including but not limited to, disposal of advanced wastewater (i.e. reclaimed water) for irrigation purposes, and to grant easements over the property for the installation of additional lines, equipment or facilities for utility and drainage purposes from time to time.

The aforementioned easements relating to the gravel road, drainage and utility easements shall be deemed easements appurtenant to Declarant's property lying immediately to the north and east of the Barrington One Property.

FURTHER, Declarant expressly reserves the right to grant to others, including the existing Abbington Horizontal Property Regime, and as amended, and any condominium regime created on Parcel 9 of Leanington Section, an easement appurtenant for the use, ingress and egress of the recreational facilities located in the Recreation Parcel.

FURTHER, the above property is submitted to the Barrington One Horizontal Property Regime subject to that certain Declaration of Covenants, Conditions and Restrictions Running with Certain Land of Greenwood Development Corporation, Etc., said Declaration dated July 9, 1985, and recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 424 at Page 1542, as amended from time to time.

FURTHER, the above property is submitted to the Barrington One Horizontal Property Regime subject to all easements as shown on the above plat of record and to all existing utility easements or easements to be granted in favor of the Broad Creek Public Service District or Greenwood Development Corporation or Leanington Owners' Association, Inc., of record in the RMC Office for Beaufort County, South Carolina.

EASEMENTS:

ALSO, a general use easement for those amenities, byways, lanes, paths, walkways, bike trails and other rights-of-way on those certain properties within Palmetto Dunes, now or hereafter in existence, as they now exist or may hereafter be modified by the Declarant, or its successors and assigns, and which are intended for the general use of all property owners and their proper guests and invitees, which said use shall be upon the terms and conditions as may be established from time to time by Declarant, its successors and assigns for all such property owners it being understood that certain areas, e.g. the Leanington Section, for one, are and shall be restricted as to access, said restrictions reserved as defined in the underlying covenants of record.

The within granted easements are hereby intended to be easements appurtenant to the Barrington One Phase IV parcel which is more particularly described above, for the use, benefit and to be incident to the ownership of the above described parcels, as applicable, and any portions thereof, or any condominium located therein or thereon now or at any time in the future.

DERIVATION:

The property described above is a portion of the property conveyed to Greenwood Development Corporation, by Deed of Palmetto Dunes Resort, Inc. dated November 16, 1979, recorded in the BMC Office for Beaufort County, South Carolina, in Deed Book 292 at Page 143.

ESTHER JORDAN
SHERIFF P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
1000 HARRIS BLVD. S.E.

EXHIBIT "B" TO THIRD AMENDMENT TO MASTER DEED

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

DESCRIPTION OF ALL PHASES (PHASES I, II, III AND IV)

All that certain piece, parcel or tract of land situate, lying and being in the Leamington Section of Palmetto Dunes, Hilton Head Island, Beaufort County, South Carolina, having and containing 7.56 acres, more or less, and shown and described as the Phase I (2.21 Acres), Recreational Area (1.23 Acres), Phase II (0.93 Acres), Phase III (1.22 Acres), and Phase IV (1.37 Acres), more or less, on a plat entitled "As-Built Survey Barrington One Horizontal Property Regime, Phases I, II, III and IV (includes Recreational Area)" which plat was prepared by Hussey, Gay & Bell, Consulting Engineers and certified to by Roy Hussey R.L.S. (S.C.) #2373, and which plat is dated August 15, 1986, and last revised February 11, 1988, said plat being recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 35 at Page 29. Said property is described as to the courses and distances, metes and bounds, as follows:

Commencing at the intersection of the centerline of that certain 60' foot right-of-way known as Queens Way and the centerline of that certain 60' foot right-of-way known as Ocean Lane and proceeding from said Point of Commencement S46°43'07"W for a distance of 171 feet to a point; thence along a curve with a delta angle of 18°, a radius of 542.89 feet, a chord bearing of S55°47'07"W and a chord distance of 169.89 feet for a distance of 170.59 feet to a point; thence proceeding S25°12'54"E for a distance of 10 feet to a concrete monument which marks the Point of Beginning for the Barrington One Property; from said Point of Beginning proceeding along a curve with a delta angle of 7°03'30", a radius of 572.99, a chord bearing of N61°15'21"E, and a chord distance of 70.59 feet to a concrete monument; thence proceeding S42°06'50"E for a distance of 303.50 feet to a concrete monument; then proceeding S41°12'30"W for a distance of 163.39 feet to a concrete monument; thence proceeding S43°08'36"W for a distance of 111.90 feet to a concrete monument; thence proceeding S45°13'22"W for a distance of 71 feet to a concrete monument; thence proceeding S46°11'13"W for a distance of 101.55 feet to a concrete monument; thence proceeding S01°10'23"W for a distance of 4.07 feet to a concrete monument; thence proceeding N42°06'30"W for a distance of 371.83 feet to a concrete monument; thence proceeding N0°53'10"E for a distance of 23.03 feet to a concrete monument; thence proceeding N41°06'10"W for a distance of 100 feet to a concrete monument; thence proceeding N1°16'51"W for a distance of 113.14 feet to a concrete monument; thence proceeding N40°06'30"W for a distance of 101.91 feet to

BETHA JORDAN
 SHERIFF W. P. A.
 ATTORNEYS IN LAW
 1000 BROADWAY
 NEW YORK, N.Y. 10018

a concrete monument; thence proceeding N34°11'50"E for a distance of 130.33 feet to a concrete monument; thence proceeding along a curve with a delta angle of 30°35'16", a radius of 300 feet, a chord bearing of N49°29'29"W, a chord distance of 158.26 for a distance of 160.16 feet to a concrete monument; thence proceeding N64°47'06"E for a distance of 164 feet to the concrete monument which marks the Point of Beginning.

In case of conflict, if any, between the above description and the above mentioned plat of record, said plat shall be controlling.

LETHE, LOWMAN
& BRIDGES, P. A.
ATTORNEYS AT LAW
1000 1/2 BROADWAY
NEW YORK, N. Y. 10004

EXHIBIT "C" TO THIRD AMENDMENT TO MASTER DEED

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

PLAT/AS-BUILT SURVEY OF PROPERTY

PHASE IV (BARRINGTON ARMS)

Attached hereto is a plat entitled "As-Built Survey, Barrington One Horizontal Property Regime, Phases I, II, III, and IV", dated August 16, 1986, and revised February 11, 1988, prepared by Eussey, Gay & Bell, Consulting Engineers, Roy L. Eussey, R.L.S. (S.C.) #2373.

BETHEL JORDAN
& GRIFFIN, P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
WATER HEAD BUILDING

EXHIBIT "D" TO THIRD AMENDMENT TO MASTER DEED
BARRINGTON ONE HORIZONTAL PROPERTY REGIME
ARCHITECTURAL DRAWINGS OF FLOOR PLANS

Reference is made to Exhibit "C" to the Master Deed filed in the RMC Office for Beaufort County in Deed Book 457 at Page 1278 as it relates to the floor plans of the Unit Type A, Type B, and Type C floor plans for the Phase I Building. Attached hereto are the architectural drawings prepared by Eugene R. Smith, AIA Architects/Planners, Inc., relating to the Unit Type A, Unit Type B, and Unit Type C floor plans for the Phase IV Building supplementing these drawings filed with Phase I as follows:

<u>Sheet Nos.</u>	<u>Description</u>
A-1 to A-6 A-8 to A-10	Miscellaneous Unit Floor Plans
A-21-A-23	Miscellaneous elevations and building sections
S-1	Foundation Plan
M-6	EVAC Plan

EXHIBIT "E" TO THIRD AMENDMENT TO MASTER DEED
BARRINGTON ONE HORIZONTAL PROPERTY REGIME
ARCHITECT'S CERTIFICATE

This is to certify that Barrington One Horizontal Property Regime, Phase IV consisting of the thirty-eight (38) Phase IV Units numbered as follows: 101 through 108; 201 through 208; 301 through 308; 401 through 408; 502 through 507 are built substantially in accordance with the floor plans attached to the to Master Deed and Third Amendment to Master Deed creating said Regime, as Exhibit "D" to be recorded in the RMC Office for Beaufort County, South Carolina, except for minor variations which are customary in projects of this nature.

EUGENE R. SMITH, AIA ARCHITECTS/
PLANNERS, INC.

By: 

S.C. Registration # 3184

Certified to this 23
day of February, 1998.

 (L.S.)
Notary Public for South Carolina

My Commission Expires: 7-21-97

EXHIBIT "F" TO SECOND AMENDMENT TO MASTER DEED

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

WALK THROUGH DESCRIPTION OF UNITS

ONE BEDROOM UNIT (A-1)

First Floor:

Each Unit contains a total gross heated area of approximately 786 square feet on one floor, consisting of foyer, living/dining room, kitchen, one bedroom, 1 1/2 baths, washer/dryer closet and owner's closet.

Access to the Unit is gained from a common corridor, accessible from a common stair and entering a 36.65 square foot foyer. Off the foyer is a 80 square foot kitchen. The kitchen contains all cabinets, appliances and a ceramic tiled breakfast bar. Opposite the entry through the foyer is a 245 square foot living room with a 96 square foot dining area adjacent both living room and kitchen. The living/dining room opens on to an 80 square foot balcony. Off the foyer opposite the kitchen is a 12.25 square foot hallway accessing a 13.5 square foot utility closet and a 36 square foot powder room.

Opposite the foyer through the hall is a 139 square foot master bedroom. Adjacent to the master bedroom is a 48 square foot bathroom, a 30.06 square foot walk-in closet and a 5.5 square foot owner's closet.

ONE BEDROOM UNIT (A-2)

Second Floor:

Description of Unit is identical to first floor one bedroom Unit with the addition of 15 square feet to the master bedroom.

TWO BEDROOM UNIT (B-1)

First Floor:

Each Unit contains a total gross heated area of approximately 1,072 square feet on one floor, consisting of foyer, living/dining room, kitchen, two bedrooms, two baths, washer/dryer closet and owner's closet.

Access to Unit is gained from a common corridor, accessible from a common stair and entering a 36.65 square foot foyer. Off the foyer is an 80 square foot kitchen. The kitchen

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contains all cabinets, appliances and a ceramic tiled breakfast bar. Opposite the entry through the foyer is a 274 square foot living room with a 105 square foot dining area adjacent to both living room and kitchen.

The living/dining room opens on to a 104 square foot balcony. Off the foyer opposite the kitchen is a 14.25 square foot hallway accessing a 18.5 square foot utility closet and a 58.5 square foot bathroom.

Opposite the foyer through the hall is a 139 square foot bedroom off which is a 30 square foot walk-in closet.

Adjacent to and accessible from the living room is the 176.68 square foot master bedroom. Adjacent to the master bedroom is a 27.5 square foot walk-in closet; a 12.66 square foot closet and a 5.6 square foot owner's closet. Also accessible from the master bedroom is the master bath containing 80.75 square feet.

TWO BEDROOM UNIT (B-2)

Second Floor:

Description of Unit is identical to first floor two bedroom unit with additional square feet in the bedrooms and in the master bathroom.

THREE BEDROOM UNIT (C-1)

First Floor:

Each Unit contains a total gross heated area of approximately 1,482 square feet on one floor, consisting of foyer, living/dining room, kitchen, three bedrooms, 2 1/2 baths, washer/dryer closet, utility closet and owner's closet.

Access to the Unit is gained from a common corridor, accessible from a common stair and entering a 55.3 square foot foyer. Off the foyer is a 95.5 square foot kitchen containing all cabinets, appliances and a ceramic tiled breakfast bar. Opposite the entry from the foyer is a 259 square foot living room with a 125 square foot dining area adjacent both living room and kitchen. The living/dining room opens onto a 153 square foot balcony. Off the foyer opposite the kitchen is a 63.75 square foot hallway accessing an 8 square foot owner's closet, a 24.5 square foot powder room, a 16.75 square foot washer/dryer closet and a 13.75 square foot utility closet. Also, accessible from the hallway are a 177.75 square foot bedroom and a 168.45 square foot bedroom with a 90 square foot bathroom adjoining the two.

BETHEA JORDAN
 & GRIFFIN, P. A.
 ATTORNEYS AND
 COUNSELLORS AT LAW
 ON BEACH ISLAND, S. I.

1535

Opposite the foyer at the end of the hall is a 198.37 square foot master bedroom. Adjacent to the master bedroom is a 142.5 square foot master bath and a 43.35 square foot walk-in closet.

Second Floor (C-2):

Description of Unit is identical to first floor three bedroom Unit with the addition of approximately 7 square feet to each of the two secondary bedrooms.

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

The percentage of undivided interest in the common elements appurtenant to each Unit in Barrington One Horizontal Property Regime is set forth below:

Unit No./Type	Statutory Value	Percentage Phases I, II & III only
109 (1 BR) A	\$ 172,000.00	1.10
110 (2 BR) U	234,000.00	1.49
111 (2 BR) U	234,000.00	1.49
112 (2 BR) U	234,000.00	1.49
113 (3 BR) C	230,000.00	1.73
114 (2 BR) U	234,000.00	1.49
115 (2 BR) U	234,000.00	1.49
116 (2 BR) U	234,000.00	1.49
117 (1 BR) A	172,000.00	1.10
209 (1 BR) A	\$ 172,000.00	1.10
210 (2 BR) U	234,000.00	1.49
211 (2 BR) U	234,000.00	1.49
212 (2 BR) U	234,000.00	1.49
213 (3 BR) C	230,000.00	1.73
214 (2 BR) U	234,000.00	1.49
215 (2 BR) U	234,000.00	1.49
216 (2 BR) U	234,000.00	1.49
217 (1 BR) A	172,000.00	1.10
309 (1 BR) A	\$ 172,000.00	1.10
310 (2 BR) U	234,000.00	1.49
311 (2 BR) U	234,000.00	1.49
312 (2 BR) U	234,000.00	1.49
313 (3 BR) C	230,000.00	1.73
314 (2 BR) U	234,000.00	1.49
315 (2 BR) U	234,000.00	1.49
316 (2 BR) U	234,000.00	1.49
317 (1 BR) A	172,000.00	1.10
409 (1 BR) A	\$ 172,000.00	1.10
410 (2 BR) U	234,000.00	1.49
411 (2 BR) U	234,000.00	1.49
412 (2 BR) U	234,000.00	1.49
413 (3 BR) C	230,000.00	1.73
414 (2 BR) U	234,000.00	1.49
415 (2 BR) U	234,000.00	1.49
416 (2 BR) U	234,000.00	1.49
417 (1 BR) A	172,000.00	1.10

UNITED STATES OF AMERICA
 DEPARTMENT OF REVENUE
 COLUMBIA, SOUTH CAROLINA

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<u>Unit No./Type</u>	<u>Statutory Value</u>	<u>Percentage Phases I, II & III only</u>
609 (1 BR) A	172,000.00	1.10
610 (2 BR) B	234,000.00	1.49
611 (2 BR) B	234,000.00	1.49
612 (2 BR) B	234,000.00	1.49
613 (3 BR) C	280,000.00	1.78
614 (2 BR) B	234,000.00	1.49
615 (2 BR) B	234,000.00	1.49
616 (2 BR) B	234,000.00	1.49
617 (1 BR) A	172,000.00	1.10
<u>Phase I</u>		
Totals	\$ 10,140,000.00	64.6%
<u>Phase II</u>		
607 (2 BR) B	215,000.00	1.37
608 (1 BR) A	160,000.00	1.02
609 (1 BR) A	160,000.00	1.02
610 (2 BR) B	215,000.00	1.37
611 (2 BR) B	215,000.00	1.37
612 (1 BR) A	160,000.00	1.02
613 (1 BR) A	160,000.00	1.02
614 (2 BR) B	215,000.00	1.37
707 (2 BR) B	215,000.00	1.37
708 (1 BR) A	160,000.00	1.02
709 (1 BR) A	160,000.00	1.02
710 (2 BR) B	215,000.00	1.37
711 (2 BR) B	215,000.00	1.37
712 (1 BR) A	160,000.00	1.02
713 (1 BR) A	160,000.00	1.02
714 (2 BR) B	215,000.00	1.37
<u>Phases II & III</u>		
Totals	\$ 13,140,000.00	83.72%
<u>Phase III</u>		
801 (3 BR) C	268,000.00	1.68
802 (3 BR) C	268,000.00	1.68
803 (2 BR) B	215,000.00	1.37
804 (1 BR) A	160,000.00	1.02
805 (1 BR) A	160,000.00	1.02
806 (2 BR) B	215,000.00	1.37
901 (3 BR) C	268,000.00	1.68
902 (3 BR) C	268,000.00	1.68
903 (2 BR) B	215,000.00	1.37
904 (1 BR) A	160,000.00	1.02

WALTER J. JORDAN
 ATTORNEY AT LAW
 1000 PINE BLVD.
 CHARLOTTE, N.C. 28202

1538

<u>Unit No./Type</u>	<u>Statutory Value</u>	<u>Percentage Phases I, II & III only</u>
705 (1 ER)A	160,000.00	1.02
706 (2 ER)B	215,000.00	1.37
Phases I, II & III Totals	\$ <u>15,712,000.00</u>	<u>100%</u>

NOTE: The total statutory value of the Property in Phases I, II and III is 515,712,000. Subject to the overall limitations described in Article VIII of the Master Deed, Declarant will not exceed these estimated numbers and total statutory values for subsequent Phases but may develop the subsequent Phases into fewer Units and/or of a lower total statutory value which would have the effect of lessening the decrease in the percentage interest of Phases I, II and III Units as each Phase is added.

Reference is made to Exhibit "I" of the original Master Deed for the statutory values of the various types of Units and the methodology of determining the resulting percentage interest as each Phase is added.

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

1074-10800
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EXHIBIT "E" TO SECOND AMENDMENT TO MASTER DEED OF
BARRINGTON ONE HORIZONTAL PROPERTY REGIME
NOTICE TO INITIAL AND FUTURE PURCHASERS

You have acquired an interest in Barrington One Horizontal Property Regime, Phase III sold by Greenwood Development Corporation, a South Carolina corporation whose address is 104 Maxwell Avenue, Greenwood, South Carolina 29646. On behalf of Barrington One Horizontal Property Regime, Phase III, Greenwood Development Corporation applied to the Internal Revenue Service for a tax shelter registration number. THIS NUMBER IS 36220000052.

YOU MUST REPORT THIS REGISTRATION NUMBER TO THE INTERNAL REVENUE SERVICE IF YOU CLAIM ANY DEDUCTION, LOSS, CREDIT OR OTHER TAX BENEFIT OR REPORT ANY INCOME BY REASON OF YOUR INVESTMENT IN BARRINGTON ONE HORIZONTAL PROPERTY REGIME.

You must report the registration number, as well as the name and taxpayer identification number of Barrington One Horizontal Property Regime on Form 8271.

Form 8271 must be attached to the return on which you claim the deduction, loss, credit or other tax benefit or report any income.

ISSUANCE OF A REGISTRATION NUMBER DOES NOT INDICATE THAT THIS INVESTMENT OR THE CLAIMED TAX BENEFITS HAS BEEN REVIEWED, EXAMINED OR APPROVED BY THE INTERNAL REVENUE SERVICE.

YOU HAVE ACQUIRED AN INTEREST IN A CONDOMINIUM UNIT SOLD BY GREENWOOD DEVELOPMENT CORPORATION WHOSE ADDRESS IS 104 MAXWELL AVENUE, GREENWOOD, SOUTH CAROLINA 29646. IF YOU TRANSFER YOUR INTEREST IN THIS TAX SHELTER TO ANOTHER PERSON, YOU ARE REQUIRED BY THE INTERNAL REVENUE SERVICE TO KEEP A LIST CONTAINING THAT PERSON'S NAME, ADDRESS, TAXPAYER IDENTIFICATION NUMBER, THE DATE ON WHICH YOU TRANSFERRED THE INTEREST AND THE NAME, ADDRESS AND TAXPAYER REGISTRATION NUMBER OF THIS TAX SHELTER. IF YOU DO NOT WANT TO KEEP SUCH A LIST, YOU MUST (1) SEND THAT INFORMATION SPECIFIED ABOVE TO GREENWOOD DEVELOPMENT CORPORATION, 104 MAXWELL AVENUE, GREENWOOD, SOUTH CAROLINA 29646, WHO WILL KEEP A LIST FOR THIS TAX SHELTER AND (2) GIVE A COPY OF THIS NOTICE TO THE PERSON TO WHOM YOU TRANSFER YOUR INTEREST.

This Notice is attached as an Exhibit to the First Amendment to Master Deed of Greenwood Development Corporation creating and establishing Phase III of the Barrington One Horizontal Property Regime both for the purpose of providing additional notice to all initial purchasers of Units from Greenwood Development Corporation and also for future purchasers of Units.

BY: [illegible]
 [illegible]
 [illegible]
 [illegible]
 [illegible]

ARTICLE XXXIV
EXHIBITS

All exhibits to this Master Deed shall be an integral part of this instrument.

IN WITNESS WHEREOF, Declarant has executed this Master Deed, and the appropriate corporate seal affixed hereto this 22nd day of August in the year of Our Lord One Thousand Nine Hundred and Eighty-six and in the Two Hundred and Eleventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GREENWOOD DEVELOPMENT CORPORATION
a South Carolina Corporation

William E. Hughes

By: John W. Davis
John W. Davis, President

Charles W. Pigg

Attest: W. T. Hunter

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY appeared before me William E. Hughes who, on oath, says, that s/he saw the within named Greenwood Development Corporation, a South Carolina Corporation by John W. Davis, its President sign the within Master Deed, and W. T. Hunter, its V.P. attest the same, and the said Corporation by said officers, seal said Deed, and as its act and deed, deliver the same and that s/he with Charles W. Pigg witnessed the execution thereof.

William E. Hughes

SWORN to before me this 21 day of August 1986.

Charles B. Kilmore (L.S.)
Notary Public for South Carolina

My Commission Expires: 7-28-97

relating to warranties herein in this Master Deed is to provide actual notice to successors-in-title to original purchasers:

"At closing, Seller shall transfer to Purchaser all of Seller's right, title and interest in and to any manufacturer's warranty furnished to Seller covering any equipment or appliance installed in the Property, and Seller makes no warranty or agreement of any kind with respect to any such equipment or appliance. If written notice is given to Seller by Purchaser within thirty (30) days of discovery of any defects not caused by Purchaser, his agents, guests, or invitees, then Seller will, at no cost to the Purchaser for a period of one (1) year from the date of closing, repair, replace, the defective portion of the Property. The warranty shall not apply to fixtures and appliances covered by a warranty of a manufacturer or dealer, for which defects the Purchaser shall have such rights as are defined in the applicable warranty documents. Seller shall not be responsible for any incidental or consequential damages arising from any defect. This warranty is personal to Purchaser, and shall automatically terminate and be of no further force or effect upon Purchaser's sale, transfer or conveyance of the Property. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED AS TO THE FITNESS, DESIGN OR CONDITION OF ITEMS OF TANGIBLE PERSONAL PROPERTY OR FIXTURES, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE."

ARTICLE XXXII
(INTERNAL REVENUE CODE-TAX SHELTER)

Declarant has registered the Barrington One, Phase I, project with the Internal Revenue Service as a tax shelter pursuant to the applicable provisions of the Internal Revenue Code. The project's tax identification number is 85 281 000 175. Reference is made to Exhibit "J" for a Notice of this designation. The purpose of including this Exhibit "J" as an attachment to the Master Deed is to provide actual notice to subsequent purchasers of Units within the Barrington One Regime.

ARTICLE XXXIII
CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

1540

8-27-87
 4:23
 4:24
 AUG 28 1987
 1513
 Floyd Sutton/2 E
 REGISTER OF DEEDS CONVEYANCE

RECORDED THIS 15th DAY OF SEP
 OF 1987
 IN BOOK 1 PAGE 456
 FEES \$
Maurice H. Hall
 CLERK, CLERK OF SUPERIOR COURT, A.C.

AUG 28 1987

806

FILED AT	GREENWOOD COUNTY S. C.	RECORDED IN BOOK 407
GREENWOOD	FEB 25 1988	PAGE
S. W.		205
S. W. Dalton REGISTER OF MEEING CONVEYANCE		

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

THIRD AMENDMENT

TO MASTER DEED FOR PHASE IV UNITS

in the Leanington Section of

Palmetto Dunes

February 24, 1988

Prepared by:

Cary S. Griffin
Wether, Jordan & Griffin, P.A.
1015 Shelter Cove Lane
Post Office Box 3866
Hilton Head Island, S.C. 29928

DECLARANT:

Greenwood Development
Corporation
Post Office Box 1017
Greenwood, S.C. 29648

This document is the property of Greenwood
Development Corporation Copyright 1988

DEPOSITED A TRUE COPY
[Signature]
S. W. Dalton
REGISTER OF MEEING CONVEYANCE

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

GREENWOOD DEVELOPMENT CORPORATION,)
a South Carolina Corporation)

TO

BARRINGTON ONE HORIZONTAL PROPERTY)
REGIME)

) THIRD AMENDMENT
) TO MASTER DEED OF BARRINGTON
) ONE HORIZONTAL PROPERTY REGIME
) (for Phase IV)
) (BARRINGTON ARMS)

WHEREAS, on the 22nd day of August, 1986 Greenwood Development Corporation, a South Carolina Corporation, hereinafter referred to as "Declarant", executed a certain Master Deed establishing the Barrington One Horizontal Property Regime, which Master Deed was recorded on the 27th day of August, 1986, in Deed Book 457 at Page 1247, et seq., and in Plat Book 34 at Page 38 in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, said Master Deed reserved the right at the sole option of the Declarant, its successors, grantees or assigns, that said project could be divided into one, two, three or four phases, Phase I being activated by the aforementioned Master Deed with the provision that Phase II and/or Phase III and/or Phase IV of said property could be made a part of the Barrington One Horizontal Property Regime at the election of the Declarant and upon the filing of Amendments submitting said property to said Regime;

WHEREAS, on December 4, 1986, the Declarant herein filed a First Amendment to Master Deed which had the effect of adding the Phase II Units to the Horizontal Property Regime, said First Amendment having been recorded in the RMC Office for Beaufort County, South Carolina, on December 9, 1986, in Deed Book 465 at Page 1321, and Plat Book 34 at Page 81; and,

WHEREAS, on August 3, 1987, the Declarant herein filed a Second Amendment to Master Deed which had the effect of adding the Phase III Units to the Horizontal Property Regime, said Second Amendment having been recorded in the RMC Office for Beaufort County, South Carolina, on August 23, 1987, in Deed Book 464 at Page 1518, and Plat Book 35 at Page 14; and,

WHEREAS, it is the intent and desire of Declarant herein to further amend the Master Deed pursuant to its reserved rights so

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

as to add Phase IV to the Horizontal Property Regime.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Greenwood Development Corporation, a South Carolina Corporation, its principal offices on Hilton Head Island and in Greenwood, South Carolina, hereinafter referred to as "Declarant", does hereby declare:

FIRST: EXERCISE OF RIGHT TO EXPAND

That 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 Barrington One Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 457 at Page 1247, at sec., to amend said Master Deed to include the Phase IV property more particularly described and set forth in Exhibit "A" hereto as a part of the Barrington One Horizontal Property Regime in such a way that, effective upon the filing of this Amendment, the property included in the Barrington One Horizontal Property Regime shall be as described in Exhibit "B" hereto which description includes the Phase I, Phase II, Phase III and Phase IV properties.

SECOND: PROPERTY

That Declarant 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 RMC Office for Beaufort County, South Carolina, in Plat Book 35 at Page 29.

THIRD: SUBMISSION TO ACT

That Declarant does hereby, by duly executing this Amendment to the Master Deed of the Barrington One Horizontal Property Regime, submit the land referred to in Paragraph SECOND, 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 Barrington One 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 Barrington One Horizontal Property Regime to be governed by the provisions of the aforementioned Master Deed and the provisions of Horizontal Property Act of South Carolina.

FOURTH: IMPROVEMENTS

That the improvements constructed on and forming a part of
 Third Amendment to Master Deed Barrington One

BETWEEN JORDAN
 & BRITTON, P. A.
 ATTORNEYS AND
 COUNSELLORS AT LAW
 24 HILTON HEAD ISLAND, S.C.

the Property are constructed in accordance with the plot plan and floor plans attached as Exhibit "D" to this Third Amendment to Master Deed and made a part hereof. Said plans were prepared and certified by Eugene R. Smith, AIA Architects/Planners, Inc., architects duly licensed to practice in the State of South Carolina under Registration Number 1658. Attached to this Amendment as Exhibit "E" is a certificate by an architect licensed to practice in the State of South Carolina to the extent 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.

FIFTH: GENERAL DESCRIPTION

That the property within Phase IV which is being added to and combined with the Phase I, Phase II, and Phase III property of Barrington Horizontal One Property Regime includes one (1) mid-rise building of five (5) stories over a ground floor parking level, containing a total of thirty-eight (38) individual dwelling units (hereinafter referred to as "Units") all of which are to be used for residential purposes. The Units 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.

SIXTH: ACREAGE - THIS PHASE

That the Property comprising Phase IV and being hereby added to the Property of the Barrington Horizontal One Property Regime has a total of 1.37 acres, of which approximately 15,588 square feet will constitute and be occupied by Units and a total of approximately 65,369 square feet will constitute the remainder of the common elements.

SEVENTH: ACREAGE - TOTAL CONDOMINIUM

That the total property of the Barrington One Horizontal Property Regime, subsequent to the filing of this Amendment and including the Phase I, Phase II, Phase III and Phase IV property, has a total of approximately 7.56 acres of which approximately 46,369 square feet will constitute Units and approximately 281,905 square feet will constitute the remainder of the common elements.

EIGHTH: TYPES OF UNITS

That there are three (3) basic types of Units in the

Barvigation One Horizontal Property Regime, Phases IV, Unit Type A (mid-rise), Unit Type B (mid-rise), and Unit Type C (mid-rise) which floor plans, in some cases, are slight variations from the Type A, B, and C plans for Phase I of the Regime. A Unit Type A is a one bedroom floor plan containing approximately 960 gross heated square feet; Unit Type B, a two bedroom floor plan containing approximately 1,171 gross heated square feet; and Unit Type C, a three bedroom floor plan containing approximately 1,792 gross heated square feet. All of these Unit Types are more particularly designated and described in the Architect's "walk through" description attached hereto and incorporated herein as Exhibit "F".

The thirty-eight (38) Units on the Property are contained in one (1) building on five (5) floors and numbered as follows:

<u>Floor No.</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Floor No.</u>	<u>Unit No.</u>	<u>Unit Type</u>
First Floor	101	B	Third Floor	301	B
	102	B		302	B
	103	A		303	A
	104	C		304	C
	105	C		305	C
	106	A		306	A
	107	B		307	B
	108	B		308	B
Second Floor	201	B	Fourth Floor	401	B
	202	B		402	B
	203	A		403	A
	204	C		404	C
	205	C		405	C
	206	A		406	A
	207	B		407	B
	208	B		408	B
		<u>Floor No.</u>	<u>Unit No.</u>		
		Fifth Floor	502	B	
			503	A	
			504	C	
			505	C	
			506	A	
			507	B	

NINTH: COMMON ELEMENTS

The Common Elements of the property, both General and Limited, and including previous Phase I, Phase II and Phase III property, shall be as set forth in the recorded Master Deed and previous Amendments, the provisions of which are incorporated herein and made a part hereof in the same manner as if the same

ATTORNEYS FOR
 COUNSELLORS AT LAW
 THE CITY OF...

EXHIBIT "F" TO THIRD AMENDMENT TO MASTER DEED

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

WALK THROUGH DESCRIPTION OF UNITS

One Bedroom Unit - Type A

Each Unit contains a total gross heated area of 950 square feet on one floor, consisting of a foyer, living/dining room, kitchen, one bedroom, one dressing room, 1 1/2 baths, washer/dryer closet, Owner's closet and remote storage unit.

Access to the Unit is gained from a common corridor accessible from stair or elevator and entering a 42.20 square foot foyer. Off of the foyer area is a 29.5 square foot laundry/dry/hot water heater utility area. Access to a 39.39 square foot powder room is through this utility area. Opposite the utility area, through the foyer is a 125.65 square foot kitchen. The kitchen contains all cabinets, appliances and a ceramic tile breakfast bar. Opposite the entry and through the foyer is a 383.65 square foot living/dining room. The living room opens out to a 102.30 square foot balcony.

Direct access to the 15.125 square foot Owner's closet and the 10.00 square foot air handler closet are from within the kitchen. Access to the 48.90 square foot dressing area/closet is directly off of the dining area. Access to the 182.00 square foot master bedroom is through the dressing area and is adjacent to the dining area. The 83.085 square foot master bath is also directly accessible through the dressing area and is adjacent to the kitchen.

Two Bedroom Unit - Type B

The Type B two bedroom Unit for Phase IV is identical to the Type B floor plan for Phase I. Reference is made to Exhibit "E" to the original Master Deed recorded in Deed Book 457 at Page 1280 for said description.

Three Bedroom Unit - Type C

Each Unit contains a total gross heated area of 1,792 square feet on one floor, consisting of foyer, living/dining room, kitchen, three bedrooms, one dressing room, three bathrooms, washer/dryer closet, Owner's closet and remote storage unit.

Access to the Unit is gained from a common corridor accessible from stair or elevator and entering a 43 square foot foyer. Opposite the entry, through the foyer is a 524.50 square foot living/dining room with fireplace and wet bar. The living/dining room opens out to a 121 square foot balcony. Adjacent to the foyer is a 153 square foot kitchen. The kitchen contains all cabinets, appliances and a ceramic tile breakfast bar. Also, adjacent to the foyer is a 63 square foot utility room containing a washer/dryer and a 12 square foot Owner's closet.

Off the dining area is a 35 square foot hall with a 7 square foot linen closet and adjacent 52 square foot bath #3. Off this hall is a 183.50 square foot bedroom #3 with a 15 square foot closet. Also, off this hall is a 181.50 square foot bedroom #2 with a 45 square foot closet area and 70 square foot bath #2.

Opening off the living room is a 220.50 square foot master bedroom with an adjacent 119 square foot vanity/dressing area and a 68 square foot master bathroom. The master bedroom also opens out to the aforementioned living room balcony.

In case of conflict, if any, between the above "walk through" description and the aforementioned plans for said Unit types, said architectural plans shall be controlling.

BETHE L. JORDAN
GRIFFIN, P. A.
ATTORNEYS AND
SOLICITORS AT LAW
HEAD ISLAND, S.C.

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

Pursuant to the provisions of the South Carolina Horizontal Property Act, the percentage of undivided interest in the common elements appurtenant to each Unit in Barrington One Horizontal Property Regime is set forth below:

Unit No./Type	Statutory Value	Percentage Phases I, II, III & IV only
109 (1 BR) A	\$ 172,000.00	.72
110 (2 BR) B	234,000.00	.94
111 (2 BR) B	234,000.00	.94
112 (2 BR) B	234,000.00	.94
113 (3 BR) C	280,000.00	1.17
114 (2 BR) B	234,000.00	.94
115 (2 BR) B	234,000.00	.94
116 (2 BR) B	234,000.00	.94
117 (1 BR) A	172,000.00	.72
209 (1 BR) A	\$ 172,000.00	.72
210 (2 BR) B	234,000.00	.94
211 (2 BR) B	234,000.00	.94
212 (2 BR) B	234,000.00	.94
213 (3 BR) C	280,000.00	1.17
214 (2 BR) B	234,000.00	.94
215 (2 BR) B	234,000.00	.94
216 (2 BR) B	234,000.00	.94
217 (1 BR) A	172,000.00	.72
309 (1 BR) A	\$ 172,000.00	.72
310 (2 BR) B	234,000.00	.94
311 (2 BR) B	234,000.00	.94
312 (2 BR) B	234,000.00	.94
313 (3 BR) C	280,000.00	1.17
314 (2 BR) B	234,000.00	.94
315 (2 BR) B	234,000.00	.94
316 (2 BR) B	234,000.00	.94
317 (1 BR) A	172,000.00	.72
409 (1 BR) A	\$ 172,000.00	.72
410 (2 BR) B	234,000.00	.94
411 (2 BR) B	234,000.00	.94
412 (2 BR) B	234,000.00	.94
413 (3 BR) C	280,000.00	1.17
414 (2 BR) B	234,000.00	.94
415 (2 BR) B	234,000.00	.94
416 (2 BR) B	234,000.00	.94
417 (1 BR) A	172,000.00	.72
509 (1 BR) A	172,000.00	.72
510 (2 BR) B	234,000.00	.94

BETWEEN JORDAN
 BRIDGES & CO.
 ATTORNEYS AT LAW
 COUNSELLORS AT LAW
 1000 HIGGINS BLVD. S.E.

Unit No./Type	Statutory Value	Percentage	
		Phases I, II, III & IV	Only
611 (2 BR) B	\$ 234,000.00		.94
612 (2 BR) B	234,000.00		.94
613 (3 BR) C	280,000.00		1.17
614 (2 BR) B	234,000.00		.94
615 (2 BR) B	234,000.00		.94
616 (2 BR) B	234,000.00		.94
617 (1 BR) A	172,000.00		.72
<u>Phase I</u>			
Sub-Totals	\$10,140,000.00		41.25%
<u>Phase II</u>			
607 (2 BR) B	215,000.00		.89
608 (1 BR) A	160,000.00		.66
609 (1 BR) A	160,000.00		.66
610 (2 BR) B	215,000.00		.89
611 (2 BR) B	215,000.00		.89
612 (1 BR) A	160,000.00		.66
613 (1 BR) A	160,000.00		.66
614 (2 BR) B	215,000.00		.89
707 (2 BR) B	215,000.00		.89
708 (1 BR) A	160,000.00		.66
709 (1 BR) A	160,000.00		.66
710 (2 BR) B	215,000.00		.89
711 (2 BR) B	215,000.00		.89
712 (1 BR) A	160,000.00		.66
713 (1 BR) A	160,000.00		.66
714 (2 BR) B	215,000.00		.89
<u>Phases I & II</u>			
Sub-Totals	\$ 13,140,000.00		51.65%
<u>Phase III</u>			
601 (3 BR) C	268,000.00		1.08
602 (1 BR) C	268,000.00		1.08
603 (2 BR) B	215,000.00		.89
604 (1 BR) A	160,000.00		.66
605 (1 BR) A	160,000.00		.66
606 (2 BR) B	215,000.00		.89
701 (3 BR) C	268,000.00		1.08
702 (1 BR) C	268,000.00		1.08
703 (2 BR) B	215,000.00		.89
704 (1 BR) A	160,000.00		.66
705 (1 BR) A	160,000.00		.66
706 (2 BR) B	215,000.00		.89
<u>Phases I, II & III</u>			
Sub-Totals	\$ 26,712,000.00		84.17%

ESTHER JORDAN
 CHRISTINE P. A.
 ATTORNEYS AND
 COUNSELLORS AT LAW
 1000 THE SQUARE, S.F.

Unit No./Type	Statutory Value	Percentage				
		Phases I, II, III only	III	IV	V	VI
<u>Phase IV</u>						
101	234,000.00			.94		
102	234,000.00			.94		
103	172,000.00			.72		
104	280,000.00			.17		
105	280,000.00			.17		
106	172,000.00			.72		
107	234,000.00			.94		
108	234,000.00			.94		
201	234,000.00			.94		
202	234,000.00			.94		
203	172,000.00			.72		
204	280,000.00			.17		
205	280,000.00			.17		
206	172,000.00			.72		
207	234,000.00			.94		
208	234,000.00			.94		
301	234,000.00			.94		
302	234,000.00			.94		
303	172,000.00			.72		
304	280,000.00			.17		
305	280,000.00			.17		
306	172,000.00			.72		
307	234,000.00			.94		
308	234,000.00			.94		
401	234,000.00			.94		
402	234,000.00			.94		
403	172,000.00			.72		
404	280,000.00			.17		
405	280,000.00			.17		
406	172,000.00			.72		
407	234,000.00			.94		
408	234,000.00			.94		
502	234,000.00			.94		
503	172,000.00			.72		
504	280,000.00			.17		
505	280,000.00			.17		
506	172,000.00			.72		
507	234,000.00			.94		
Phases I, II, III						
Phase IV Totals	5	24,444,000.00				

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

BETHEA JORDAN
 AGRICULTURE, P. A.
 ATTORNEYS AND
 COUNSELLORS AT LAW
 1001 KAY BLVD. S.E.

EXHIBIT "E" TO THIRD AMENDMENT TO MASTER DEED OF
BARRINGTON ONE HORIZONTAL PROPERTY REGIME
NOTICE TO INITIAL AND FUTURE PURCHASERS

You have acquired an interest in Barrington One Horizontal Property Regime, Phase IV sold by Greenwood Development Corporation, a South Carolina corporation whose address is 104 Maxwell Avenue, Greenwood, South Carolina 29646. On behalf of Barrington One Horizontal Property Regime, Phase IV, Greenwood Development Corporation applied to the Internal Revenue Service for a tax shelter registration number. THIS NUMBER IS 87167000030.

YOU MUST REPORT THIS REGISTRATION NUMBER TO THE INTERNAL REVENUE SERVICE IF YOU CLAIM ANY DEDUCTION, LOSS, CREDIT OR OTHER TAX BENEFIT OR REPORT ANY INCOME BY REASON OF YOUR INVESTMENT IN BARRINGTON ONE HORIZONTAL PROPERTY REGIME.

You must report the registration number, as well as the name and taxpayer identification number of Barrington One Horizontal Property Regime on Form 8271.

Form 8271 must be attached to the return on which you claim the deduction, loss, credit or other tax benefit or report any income.

ISSUANCE OF A REGISTRATION NUMBER DOES NOT INDICATE THAT THIS INVESTMENT OR THE CLAIMED TAX BENEFITS HAS BEEN REVIEWED, EXAMINED OR APPROVED BY THE INTERNAL REVENUE SERVICE.

YOU HAVE ACQUIRED AN INTEREST IN A CONDOMINIUM UNIT SOLD BY GREENWOOD DEVELOPMENT CORPORATION WHOSE ADDRESS IS 104 MAXWELL AVENUE, GREENWOOD, SOUTH CAROLINA 29646. IF YOU TRANSFER YOUR INTEREST IN THIS TAX SHELTER TO ANOTHER PERSON, YOU ARE REQUIRED BY THE INTERNAL REVENUE SERVICE TO KEEP A LIST CONTAINING THAT PERSON'S NAME, ADDRESS, TAXPAYER IDENTIFICATION NUMBER, THE DATE ON WHICH YOU TRANSFERRED THE INTEREST AND THE NAME, ADDRESS AND TAXPAYER REGISTRATION NUMBER OF THIS TAX SHELTER. IF YOU DO NOT WANT TO KEEP SUCH A LIST, YOU MUST (1) SEND THAT INFORMATION SPECIFIED ABOVE TO GREENWOOD DEVELOPMENT CORPORATION, 104 MAXWELL AVENUE, GREENWOOD, SOUTH CAROLINA 29646, WHO WILL KEEP A LIST FOR THIS TAX SHELTER AND (2) GIVE A COPY OF THIS NOTICE TO THE PERSON TO WHOM YOU TRANSFER YOUR INTEREST.

This Notice is attached as an Exhibit to the Third Amendment to Master Deed of Greenwood Development Corporation creating and establishing Phase IV of the Barrington One Horizontal Property Regime both for the purpose of providing additional notice to all initial purchasers of Units from Greenwood Development Corporation and also for future purchasers of Units.

GREENWOOD DEVELOPMENT CORPORATION
104 MAXWELL AVENUE
GREENWOOD, SOUTH CAROLINA 29646
ATTENTION: LEGAL DEPARTMENT

INDEX OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
"A"	Description of Phase ____ Property
"B"	Real Property Description (all Phases)
"C"	Floor Plans
"D"	Certificate of Architect
"E"	"Walk Through" Description of Phase ____ Units
"F"	Percentage of Interest in Common Elements

BETHEA JORDAN
 & GRIFFIN, P. A.
 ATTORNEYS AND
 COUNSELLORS AT LAW
 10100 ROAD BLAND, S.E.

EXHIBIT "I" TO MASTER DEED
 BARRINGTON ONE HORIZONTAL PROPERTY REGIME
 PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS
 AND VALUE FOR SOUTH CAROLINA STATUTORY PURPOSES

The percentage of undivided interest in the common elements appurtenant to each Unit in Barrington One Horizontal Property Regime is set forth below:

Unit No./Type	Statutory Value	Percentage Phase I only
109 (1 BR) A	\$ 172,000.00	1.74
110 (2 BR) B	234,000.00	2.28
111 (2 BR) B	234,000.00	2.28
112 (2 BR) B	234,000.00	2.28
113 (3 BR) C	280,000.00	2.84
114 (2 BR) B	234,000.00	2.28
115 (2 BR) B	234,000.00	2.28
116 (2 BR) B	234,000.00	2.28
117 (1 BR) A	172,000.00	1.74
209 (1 BR) A	\$ 172,000.00	1.74
210 (2 BR) B	234,000.00	2.28
211 (2 BR) B	234,000.00	2.28
212 (2 BR) B	234,000.00	2.28
213 (3 BR) C	280,000.00	2.84
214 (2 BR) B	234,000.00	2.28
215 (2 BR) B	234,000.00	2.28
216 (2 BR) B	234,000.00	2.28
217 (1 BR) A	172,000.00	1.74
309 (1 BR) A	\$ 172,000.00	1.74
310 (2 BR) B	234,000.00	2.28
311 (2 BR) B	234,000.00	2.28
312 (2 BR) B	234,000.00	2.28
313 (3 BR) C	280,000.00	2.84
314 (2 BR) B	234,000.00	2.28
315 (2 BR) B	234,000.00	2.28
316 (2 BR) B	234,000.00	2.28
317 (1 BR) A	172,000.00	1.74
409 (1 BR) A	\$ 172,000.00	1.74
410 (2 BR) B	234,000.00	2.28
411 (2 BR) B	234,000.00	2.28
412 (2 BR) B	234,000.00	2.28
413 (3 BR) C	280,000.00	2.84
414 (2 BR) B	234,000.00	2.28
415 (2 BR) B	234,000.00	2.28
416 (2 BR) B	234,000.00	2.28
417 (1 BR) A	172,000.00	1.74

<u>Unit No./Type</u>	<u>Statutory Value</u>	<u>Percentage Phase I only</u>
509 (1 BR) A	\$ 172,000.00	1.74
510 (2 BR) B	234,000.00	2.28
511 (2 BR) B	234,000.00	2.28
512 (2 BR) B	234,000.00	2.28
513 (3 BR) C	280,000.00	2.84
514 (2 BR) B	234,000.00	2.28
515 (2 BR) B	234,000.00	2.28
516 (2 BR) B	234,000.00	2.28
517 (1 BR) A	172,000.00	1.74
Phase I		
Totals	\$ 9,580,000.00	100%

In the event Declarant elects to expand the Regime as provided for in Articles VIII and IX of the Master Deed, all Units added to the Regime shall have the following statutory valuations:

(Phases I and IV) Unit Type A (1 BDR Midrise)	-	\$172,000
(Phases I and IV) Unit Type B (2 BDR Midrise)	-	\$234,000
(Phases I and IV) Unit Type C (3 BDR Midrise)	-	\$280,000
(Phases II and III) Unit Type A (1 BDR Park)	-	\$160,000
(Phases II and III) Unit Type B (2 BDR Park)	-	\$218,000
(Phases II and III) Unit Type C (3 BDR Park)	-	\$260,000

The percentage interest appurtenant to each Unit of the Regime shall thereafter be established in accordance with the following formula:

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

- "P" - Percentage Interest of each Unit.
- "V" - Valuation of the respect Units as set forth in this Exhibit "I".
- "A" - Aggregate Valuation of all Units existing in the Regime and added to the Regime as provided in Articles VIII and IX of the Master Deed.

The following chart demonstrates the adjustment in the Percentage Interest assuming that Phases II, III and IV are added to the Regime. However, the exact adjustment of Percentage Interest is not subject to calculation until the exact number and size of all Units to be added to the Regime is established. In the event that an addition of Units to the Regime results in a calculation of percentage interest in accordance with the above

formula which do not total 100%, the amount necessary to bring such total to 100% shall be allocated by the Board of Directors.

ASSIGNED PERCENTAGE INTERESTS
ASSUMING FUTURE PHASES ARE ADDED TO THE REGIME

<u>Units/ Type</u>	<u>Assigned Valuation</u>	<u>Percentage Phases I, II & III (73 Units)</u>	<u>Percentage Phases I, II, III & IV (111 Units)</u>
A Midrise/ Phases I&IV	\$172,000	1.12	.72
B Midrise/ Phases I&IV	\$234,000	1.46	.94
C Midrise/ Phases I&IV	\$280,000	1.82	1.17
A Park/Phases II & III	\$160,000	1.04	.66
B Park/Phases II & III	\$215,000	1.39	.89
C Park/Phases II & III	\$260,000	1.68	1.08

NOTE: The total statutory value of the Property in Phase I only is \$9,590,000. The total value of the Property in Phase I, Phase II, and Phase III (as estimated) combined is \$15,410,000. The total values of proposed Phase IV, when combined with Phases I, II and III is (as estimated) \$23,930,000. Subject to the overall limitations described in Article VIII of the Master Deed, Declarant will not exceed these estimated numbers and total statutory values for Subsequent Phases but may develop the Subsequent Phases into fewer Units and/or of a lower total statutory value which would have the effect of lessening the decrease in the percentage interest of Phase I Units as each Phase was added.

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

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

EXHIBIT "C" TO MASTER DEED OF
BARRINGTON ONE HORIZONTAL PROPERTY REGIME
NOTICE TO INITIAL AND FUTURE PURCHASERS

You have acquired an interest in Barrington One Horizontal Property Regime, Phase I sold by Greenwood Development Corporation, a South Carolina corporation whose address is 10 Maxwell Avenue, Greenwood, South Carolina 29646. On behalf of Barrington One Horizontal Property Regime, Greenwood Development Corporation applied to the Internal Revenue Service for a tax shelter registration number. THIS NUMBER IS 65281000175.

YOU MUST REPORT THIS REGISTRATION NUMBER TO THE INTERNAL REVENUE SERVICE IF YOU CLAIM ANY DEDUCTION, LOSS, CREDIT OR OTHER TAX BENEFIT OR REPORT ANY INCOME BY REASON OF YOUR INVESTMENT IN BARRINGTON ONE HORIZONTAL PROPERTY REGIME.

You must report the registration number, as well as the name and taxpayer identification number of Barrington One Horizontal Property Regime on Form 8271.

Form 8271 must be attached to the return on which you claim the deduction, loss, credit or other tax benefit or report any income.

ISSUANCE OF A REGISTRATION NUMBER DOES NOT INDICATE THAT THIS INVESTMENT OR THE CLAIMED TAX BENEFITS HAS BEEN REVIEWED, EXAMINED OR APPROVED BY THE INTERNAL REVENUE SERVICE.

YOU HAVE ACQUIRED AN INTEREST IN A CONDOMINIUM UNIT SOLD BY GREENWOOD DEVELOPMENT CORPORATION WHOSE ADDRESS IS 10 MAXWELL AVENUE, GREENWOOD, SOUTH CAROLINA 29646. IF YOU TRANSFER YOUR INTEREST IN THIS TAX SHELTER TO ANOTHER PERSON, YOU ARE REQUIRED BY THE INTERNAL REVENUE SERVICE TO KEEP A LIST CONTAINING THAT PERSON'S NAME, ADDRESS, TAXPAYER IDENTIFICATION NUMBER, THE DATE ON WHICH YOU TRANSFERRED THE INTEREST AND THE NAME, ADDRESS AND TAXPAYER REGISTRATION NUMBER OF THIS TAX SHELTER. IF YOU DO NOT WANT TO KEEP SUCH A LIST, YOU MUST (1) SEND THAT INFORMATION SPECIFIED ABOVE TO GREENWOOD DEVELOPMENT CORPORATION, 104 MAXWELL AVENUE, GREENWOOD, SOUTH CAROLINA 29646, WHO WILL KEEP A LIST FOR THIS TAX SHELTER AND (2) GIVE A COPY OF THIS NOTICE TO THE PERSON TO WHOM YOU TRANSFER YOUR INTEREST.

This Notice is attached as an Exhibit to the Master Deed of Greenwood Development Corporation creating and establishing the Barrington One Horizontal Property Regime both for the purpose of providing additional notice to ~~all initial purchasers~~ of Units from Greenwood Development Corporation, and also for future purchasers of Units.

BETHEA JORDAN
& GRIFFIN P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
11014 ROAD BLAND S.C.

540
457 E
AUG 27 1986
1247
[Signature]

1321

FIRST AMENDMENT
 TO
 MASTER DEED
 BARRINGTON ONE HORIZONTAL PROPERTY REGIME
 in the Leamington Section of
 Palmetto Dunes Resort

December 3, 1986

This Document is the Property of Greenwood Development Corporation

Copyright 1986

Prepared by: Cary S. Griffin
 Bethea, Jordan & Griffin, P.A.
 23-B Shelter Cove Lane
 Post Office Box 5666
 Hilton Head Island, S.C. 29938

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

RECORDED
 1986
 1321

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

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GREENWOOD DEVELOPMENT CORPORATION,)
a South Carolina Corporation)

TO

) FIRST AMENDMENT
) TO MASTER DEED OF BARRINGTON
) ONE HORIZONTAL PROPERTY REGIME
) (for Phase II)

BARRINGTON ONE HORIZONTAL PROPERTY)
REGIME)

WHEREAS, on the 22nd day of August, 1985 Greenwood Development Corporation, a South Carolina Corporation, hereinafter referred to as "Declarant", executed a certain Master Deed establishing the Barrington One Horizontal Property Regime, which Master Deed was recorded on the 27th day of August, 1985, in Deed Book 457 at Page 1247, et seq., and in Plat Book 34 at Page 30 in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, said Master Deed reserved the right at the sole option of the Declarant, its successors, grantees or assigns, that said project could be divided into one, two three or four phases, Phase I being activated by the aforementioned Master Deed with the provision that Phase II and/or Phase III and/or Phase IV of said property could be made a part of the Barrington One Horizontal Property Regime at the election of the Declarant and upon the filing of Amendments submitting said property to said Regime;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Greenwood Development Corporation, a South Carolina Corporation, its principal offices on Hilton Head Island and in Greenwood, South Carolina, hereinafter referred to as "Declarant", does hereby declare:

FIRST:

That 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 Barrington One Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 457 at Page 1247, et seq., to amend said Master Deed to include the Phase II property more particularly described and set forth in Exhibit "A" hereto as a part of the Barrington One Horizontal

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

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Property Regime in such a way that effective upon the filing of this Amendment, the property included in the Barrington One Horizontal Property Regime shall be as described in Exhibit "B" hereto which description includes both the Phase I and Phase II properties.

SECOND:

That Declarant 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 34 at Page 81.

THIRD:

That Declarant does hereby, by duly executing this Amendment to the Master Deed of the Barrington One Horizontal Property Regime, submit the land referred to in Paragraph SECOND, 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 Barrington One 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 Barrington One Horizontal Property Regime to be governed by the provisions of the aforementioned Master Deed and the provisions of Horizontal Property Act of South Carolina.

FOURTH:

That 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 "D" attached hereto and made a part hereof. Said plans are certified by Eugene R. Smith, AIA Architects/Planners, Inc., architects duly licensed to practice in the State of South Carolina under Registration Number 1658, and attached to this Amendment as Exhibit "E" is a certificate by an architect licensed to practice in the State of South Carolina, 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.

FIFTH:

That the property within Phase II which is being added to and combined with the Phase I property of Barrington Horizontal One Property Regime includes two (2) buildings each of two (2) stories, containing sixteen (16) individual dwelling units (hereinafter referred to as "Units") all of which are to be used for residential purposes. The Units 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.

SIXTH:

That the Property comprising Phase II and being hereby added to the Property of the Barrington Horizontal One Property Regime has a total of 0.98 acres, of which approximately 2,064 square feet will constitute and be occupied by Units and a total of approximately 34,669 square feet will constitute the remainder of the common elements.

SEVENTH:

That the total property of the Barrington One Horizontal Property Regime, subsequent to the filing of this Amendment and including both the Phase I and Phase II property, has a total of 4.47 acres of which approximately 22,306 square feet will constitute Units and approximately 171,951 square feet will constitute the remainder of the common elements.

EIGHTH:

There are two (2) basic types of Units in Barrington One, Phase II Horizontal Property Regime, Unit Type A and Unit Type B, with slight variations dependent upon whether the Unit is first floor (e.g. A-1) or second floor (e.g. A-2). A Unit Type A-1 is a one bedroom floor plan containing approximately 786 gross heated square feet; Unit Type A-2, a one bedroom floor plan containing approximately 801 gross heated square feet; Unit B-1, a two bedroom floor plan containing approximately 1,072 gross heated square feet; and Unit B-2, a two bedroom floor plan containing approximately 1,108 gross heated square feet; all of those being more particularly designated and described in the Architect's "walk through" description attached hereto and incorporated herein as Exhibit "F".

The sixteen (16) Units on the Property are contained in two (2) buildings on two (2) floors and numbered as follows:

<u>Building #4</u>	<u>Unit No.</u>	<u>Unit Type</u>
First Floor	607	B-1
	608	A-1
	609	A-1
		A-1
	610	B-1

BETHEA JORDAN
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LTON HEAD ISLAND, S.C.

Second Floor	707	B-2
	708	A-2
	709	A-2
	710	B-2

<u>Building #3</u>	<u>Unit No.</u>	<u>Unit Type</u>
First Floor	611	B-1
	612	A-1
	613	A-1
	614	B-1
Second Floor	711	B-2
	712	A-2
	713	A-2
	714	A-2

NINTH:

That the Common Elements of the property, both General and Limited, and including Phase I and Phase II property, shall be as set forth in the recorded 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.

The outside parking facilities within the General Common Elements shall consist of approximately 23,427 square feet in the Regime subsequent to the execution and recording of this Amendment.

TENTH:

As referenced in the original Master Deed the general plan of development by the Declarant provides for the Phase II and the Phase III properties not to be necessarily of the same form, design and general evaluation as the Phase I and contemplated Phase IV properties. The Buildings 3 and 4 of this Phase II are generally wood frame, townhouse flat-type units constructed in clusters and are generally known as the Barrington Park Cottages. The general common elements as described in Article VII, Section 1 of the Master Deed referenced above are not modified by virtue of this Amendment and, as referenced above in Article NINTH, the common elements shall be as set forth in the original Master Deed and as to those areas being included in the Phase II property.

The limited common elements for the Phase II property are as follows:

- (a) All balconies, decks, porches, service yards immediately adjacent to each unit or to which each unit has direct access from the interior thereof, and as shown on the floor plans identified as Exhibit "D" and/or the plan identified as Exhibit "C" attached hereto and incorporated herein.

BETHA JORDAN
 & GRIFFIN, P. A.
 ATTORNEYS AND
 COUNSELLORS AT LAW
 LYON BEAD ISLAND, N.C.

1326

(b) The roofs of the Buildings 3 and 4, which shall be considered as a limited common element to the sixteen (16) Phase II units, reference being made to Article VII, Section 2(b) in the original Master Deed as it relates to the roof of the Phase I property, said roof being considered a limited common element as it relates to Phase I Units.

(c) The space lying between the upper boundary of each unit as described herein and the floor or roof above such unit subject to easements for utilizing services previously described.

ELEVENTH:

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 (both Phase I and Phase II) of the Barrington One 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 Barrington One Owners' Association (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 (both Phase I and Phase II) as set forth in Exhibit "I" to the Master Deed establishing said Regime, the provisions of which are incorporated herein and made a part hereof. 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 Units expressed in a duly recorded Amendment to this Master Deed for such Regime or by an Amendment filed by the Declarant in accordance with the reservations set forth in the Master Deed.

TWELFTH:

Declarant has registered the Barrington One, Phase II, Project with the Internal Revenue Service as a tax shelter pursuant to the applicable provisions of the Internal Revenue Code. Barrington One Horizontal Property Regime, Phase II, has a tax identification number of 8622000052. Reference is made to Exhibit "H" to this First Amendment for a Notice of this designation. The purpose of including this Exhibit "H" as an attachment to the First Amendment to Master Deed is to provide actual notice to subsequent purchasers of Units within the Barrington One, Phase II, Project.

THIRTEENTH:

The sole purpose of this Amendment being to add the Phase II property to the Barrington One Horizontal Property Regime so as to make it an integral part of said Regime, all provisions of the

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

Master Deed establishing the Barrington One 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.

IN WITNESS WHEREOF, GREENWOOD DEVELOPMENT CORPORATION, a South Carolina Corporation, has caused these presents to be executed this 4th day of December, in the year of Our Lord one thousand nine hundred eighty-six and in the two hundred and eleventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GREENWOOD DEVELOPMENT CORPORATION
A South Carolina Corporation

[Signature]

By: [Signature]
William E. Hughes, Vice President

[Signature]

Attest: [Signature]
Charles W. Pigg, Vice President

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

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

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PERSONALLY appeared before me Leslie Howard
who, on oath, says, that s/he saw the within named GREENWOOD
DEVELOPMENT CORPORATION by William E. Hughes, Vice President, sign the
within Amendment to Master Deed, and Charles W. Picc, its
V. President attest the same, and the said Corporation, by said
officers seal said Deed, and as its act and deed, deliver the
same and that s/he with Joy B. Steverson witnessed the
execution thereof.

Leslie Howard

SWORN to before me this 4th
day of December, 1986

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

My Commission Expires: 7-28-87

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

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INDEX OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
"A"	Description of Phase II Property
"B"	Real Property Description (all Phases)
"C"	As Built Survey - Phase II
"D"	Floor Plans - Phase II Units
"E"	Certificate of Architect
"F"	"Walk Through" Description of Phase II Units
"G"	Percentage of Interest in Common Elements (Phases I and II)
"H"	Notice to Initial and Future Purchasers of Internal Revenue Service Tax Shelter Designation

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

EXHIBIT "A" TO FIRST AMENDMENT TO MASTER DEED OF

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE II LAND

All that certain piece, parcel or tract of land situate, lying and being in the Leamington Section of Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina, shown and described as Phase II, having and containing 0.98 acres, more or less, on the plat entitled "As-Built Survey, Barrington One Horizontal Property Regime, Phases I and II (Includes Recreational Area)" which plat was prepared by Hussey, Gay & Bell, Consulting Engineers and certified to by Roy Hussey, R.L.S. (S.C.) #2373, which said plat is dated August 15, 1986, and last revised November 24, 1986, and is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 34 at Page 81. The property is described by courses and distances, metes and bounds, as follows, to-wit:

Commencing at the intersection of the centerline of that certain 60' foot right-of-way known as Queens Way and the centerline of that certain 50' foot right-of-way known as Ocean Lane and proceeding from said Point of Commencement S46°43'07"W for a distance of 171 feet to a point; thence along a curve with a delta angle of 18°, a radius of 542.99 feet, a chord bearing of S55°47'07"W and a chord distance of 169.89 feet for a distance of 170.59 feet to a point; thence proceeding S25°12'54"E for a distance of 30 feet to a concrete monument; thence proceeding S64°47'06"W for a distance of 134 feet to a concrete monument; thence along a curve with a delta angle of 30°35'16", a radius of 300 feet, a chord bearing of S49°29'28"W for a chord distance of 158.26 feet for a distance of 150.16 feet to a concrete monument which marks the Point of Beginning for Phase I and for Phase II; from said Point of Beginning proceeding S35°07'05"E for a distance of 52.38 feet to a concrete monument; thence proceeding S21°38'20"E for a distance of 105.02 feet to a concrete monument; thence proceeding S43°29'35"E for a distance of 64.84 feet to a concrete monument; thence proceeding N89°18'40"E for a distance of 107.19 feet to a concrete monument; thence proceeding N71°53'E for a distance of 93.80 feet to a concrete monument; thence proceeding N45°56'05"W for a distance of 228.36 feet to a concrete monument; thence proceeding N37°48'35"W for a distance of 33.52 feet to a concrete monument; thence proceeding N9°03'15"E for a distance of 84.12 feet to a point; thence proceeding S64°47'06"W for a distance of 20 feet to a concrete monument; thence along a curve with a delta angle of 30°35'16", a radius of 100 feet, a chord bearing of S49°29'28"W for a chord distance of 158.26

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

feet for a distance of 160.16 feet to the concrete monument which marks the Point of Beginning.

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

SAVE AND EXCEPT THEREFROM, the right of ingress and egress unto the Declarant herein, its successors and 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 Barrington One Property, said reservation being unto the Declarant herein, its successors and assigns and Grantees, said reserved easement expressly for, but not limited to, the purpose of construction of the future phase property and as well as for access to contiguous property immediately to the south and west of the Barrington One Property.

FURTHER, SAVE AND EXCEPT from the above described property, title to and ownership of all water and sewer lines located on said Parcel or hereafter installed thereon, together with all pipes, pumps, pumping 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, the Declarant expressly reserves the right to improve the aforementioned property by clearing, constructing additional parking and common facilities pertaining to Barrington One Horizontal Property Regime.

FURTHER, Declarant 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 and drainage purposes from time to time.

FURTHER, Declarant expressly reserves the right to grant to others, including the existing Abbington Horizontal Property Regime, and as amended, and any condominium regime created on Parcel 9 of Leamington Section, an easement appurtenant for the use, ingress and egress of the recreational facilities located in the Recreation Parcel.

FURTHER, the above property is submitted to the Barrington One Horizontal Property Regime subject to that certain Declaration of Covenants, Conditions and Restrictions Running with Certain Land of Greenwood Development Corporation, Etc., said Declaration dated July 9, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 424 at Page 1642, as amended from time to time.

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

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FURTHER, the above property is submitted to the Barrington One Horizontal Property Regime subject to all easements as shown on the above plat of record and to all existing utility easements or easements to be granted in favor of the Broad Creek Public Service District or Greenwood Development Corporation or Learnington Owners' Association, Inc., of record in the Office of the Clerk of Court for Beaufort County, South Carolina.

EASEMENTS:

ALSO, a general use easement for those amenities, byways, lanes, paths, walkways, bike trails and other rights-of-way on those certain properties within Palmetto Dunes Resort, now or hereafter in existence, as they now exist or may hereafter be modified by the Declarant, or its successors and assigns, and which are intended for the general use of all property owners and their proper guests and invitees, which said use shall be upon the terms and conditions as may be established from time to time by Declarant, its successors and assigns for all such property owners it being understood that certain areas are and shall be restricted as to access, said restrictions reserved as defined in the underlying covenants of record.

The within granted easements are hereby intended to be easements appurtenant to the Barrington One Phase II parcel which is more particularly described above, as well as to the Phase III and/or Phase IV parcels of property if, and when, incorporated into the Barrington One Horizontal Property Regime, for the use, benefit and to be incident to the ownership of the above described parcels, as applicable, and any portions thereof, or any condominium located therein or thereon now or at any time in the future.

The property described above is a portion of the property conveyed to Greenwood Development Corporation, by Deed of Palmetto Dunes Resort, Inc. dated November 16, 1979, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 292 at Page 143.

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

EXHIBIT "B" TO FIRST AMENDMENT TO MASTER DEED

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

DESCRIPTION OF ALL PHASES (PHASES I AND II)

All that certain piece, parcel or tract of land situate, lying and being in the Leamington Section of Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina, shown and described as the Phase I (2.21 Acres), Recreational Area (1.28 Acres) and Phase II (0.98 Acres), more or less, on a plat entitled "As-Built Survey Barrington One Horizontal Property Regime, Phases I and II (includes Recreational Area)" which plat was prepared by Hussey, Gay & Bell, Consulting Engineers and certified to by Roy Hussey R.L.S. (S.C.) #2373, and which plat is dated August 15, 1986, and last revised November 24, 1986, said plat being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 34 at Page 81. For a more complete description as to the courses and distances, metes and bounds, reference is made to the aforementioned plat of record as well as to the legal descriptions contained of the various parcels referenced hereinabove, said legal descriptions contained as a part of Exhibit "A" to the original Master Deed of Barrington One Horizontal Property Regime and to Exhibit "A" to this First Amendment to Master Deed.

In case of conflict, if any, between the above description and the above mentioned plat of record, said plat shall be controlling.

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

EXHIBIT "C" TO FIRST AMENDMENT TO MASTER DEED

1334

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

PLAT/AS-BUILT SURVEY OF PROPERTY

Attached hereto is a plat entitled "As-Built Survey, Barrington One Horizontal Property Regime, Phases I and II", dated August 15, 1986, and revised November 24, 1986, prepared by Hussey, Gay & Bell, Consulting Engineers, Roy L. Hussey, R.L.S. (S.C.) #2373.

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

EXHIBIT "D"

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

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ARCHITECTURAL DRAWINGS OF FLOOR PLANS

Attached hereto are the floor plans and site plan prepared by Eugene R. Smith, AIA Architects/Planners, Inc., as follows:

<u>Sheet No.</u>	<u>Description</u>
1	Site Plan
4 to 6	Miscellaneous unit floor plans
8 to 10	Miscellaneous elevations and building sections
12	Miscellaneous Phase II drawings/detail
18	Foundation Plan
19	Roof Plan
P-1	Plumbing Plans (Bob Heath & Associates)
P-1A	Plumbing Plans (Bob Heath & Associates)
E-2	Electrical Plans (Bill Bateman)

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

EXHIBIT "E" TO FIRST AMENDMENT TO MASTER DEED

1336

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

ARCHITECT'S CERTIFICATE

This is to certify that Barrington One Horizontal Property Regime, Phase II consisting of the sixteen (16) Phase II Units numbered as follows: 607 through 614; 707 through 714 are built substantially in accordance with the floor plans attached to the First Amendment to Master Deed creating said Regime, as Exhibit "D" to be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, except for minor variations which are customary in projects of this nature.

EUGENE R. SMITH, AIA ARCHITECTS/
PLANNERS, INC.

By: 

S.C. Registration #

Certified to this 1st
day of Dec, 1986.

 (L.S.)
Notary Public for South Carolina

My Commission Expires: 3-25-91

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

EXHIBIT "F" TO FIRST AMENDMENT TO MASTER DEED 1337

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

WALK THROUGH DESCRIPTION OF UNITS

ONE BEDROOM UNIT (A-1)

First Floor:

Each Unit contains a total gross heated area of approximately 786 square feet on one floor, consisting of foyer, living/dining room, kitchen, one bedroom, 1 1/2 baths, washer/dryer closet and owner's closet.

Access to the Unit is gained from a common corridor, accessible from a common stair and entering a 36.65 square foot foyer. Off the foyer is a 80 square foot kitchen. The kitchen contains all cabinets, appliances and a ceramic tiled breakfast bar. Opposite the entry through the foyer is a 245 square foot living room with a 96 square foot dining area adjacent both living room and kitchen. The living/dining room opens on to an 80 square foot balcony. Off the foyer opposite the kitchen is a 12.25 square foot hallway accessing a 18.5 square foot utility closet and a 36 square foot powder room.

Opposite the foyer through the hall is a 139 square foot master bedroom. Adjacent to the master bedroom is a 48 square foot bathroom, a 30.06 square foot walk-in closet and a 5.5 square foot owner's closet.

ONE BEDROOM UNIT (A-2)

Second Floor:

Description of Unit is identical to first floor one bedroom Unit with the addition of 15 square feet to the master bedroom.

TWO BEDROOM UNIT (B-1)

First Floor:

Each Unit contains a total gross heated area of approximately 1,072 square feet on one floor, consisting of foyer, living/dining room, kitchen, two bedrooms, two baths, washer/dryer closet and owner's closet.

Access to Unit is gained from a common corridor, accessible from a common stair and entering a 36.65 square foot foyer. Off the foyer is an 80 square foot kitchen. The kitchen

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contains all cabinets, appliances and a ceramic tiled breakfast bar. Opposite the entry through the foyer is a 274 square foot living room with a 106 square foot dining area adjacent to both living room and kitchen.

The living/dining room opens on to a 104 square foot balcony. Off the foyer opposite the kitchen is a 14.25 square foot hallway accessing a 18.5 square foot utility closet and a 58.5 square foot bathroom.

Opposite the foyer through the hall is a 139 square foot bedroom off which is a 30 square foot walk-in closet.

Adjacent to and accessible from the living room is the 176.68 square foot master bedroom. Adjacent to the master bedroom is a 27.5 square foot walk-in closet; a 12.66 square foot closet and a 5.6 square foot owner's closet. Also accessible from the master bedroom is the master bath containing 80.75 square feet.

TWO BEDROOM UNIT (B-2)

Second Floor:

Description of Unit is identical to first floor two bedroom Unit with additional square feet in the bedrooms and in the master bathroom.

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

The percentage of undivided interest in the common elements appurtenant to each Unit in Barrington One Horizontal Property Regime is set forth below:

<u>Unit No./Type</u>	<u>Statutory Value</u>	<u>Percentage Phases I and II only</u>
109 (1 BR) A	172,000.00	1.31
110 (2 BR) B	234,000.00	1.78
111 (2 BR) B	234,000.00	1.78
112 (2 BR) B	234,000.00	1.78
113 (3 BR) C	280,000.00	2.12
114 (2 BR) B	234,000.00	1.78
115 (2 BR) B	234,000.00	1.78
116 (2 BR) B	234,000.00	1.78
117 (1 BR) A	172,000.00	1.31
209 (1 BR) A	172,000.00	1.31
210 (2 BR) B	234,000.00	1.78
211 (2 BR) B	234,000.00	1.78
212 (2 BR) B	234,000.00	1.78
213 (3 BR) C	280,000.00	2.12
214 (2 BR) B	234,000.00	1.78
215 (2 BR) B	234,000.00	1.78
216 (2 BR) B	234,000.00	1.78
217 (1 BR) A	172,000.00	1.31
309 (1 BR) A	172,000.00	1.31
310 (2 BR) B	234,000.00	1.78
311 (2 BR) B	234,000.00	1.78
312 (2 BR) B	234,000.00	1.78
313 (3 BR) C	280,000.00	2.12
314 (2 BR) B	234,000.00	1.78
315 (2 BR) B	234,000.00	1.78
316 (2 BR) B	234,000.00	1.78
317 (1 BR) A	172,000.00	1.31
409 (1 BR) A	172,000.00	1.31
410 (2 BR) B	234,000.00	1.78
411 (2 BR) B	234,000.00	1.78
412 (2 BR) B	234,000.00	1.78
413 (3 BR) C	280,000.00	2.12
414 (2 BR) B	234,000.00	1.78
415 (2 BR) B	234,000.00	1.78
416 (2 BR) B	234,000.00	1.78
417 (1 BR) A	172,000.00	1.31

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 HILTON HEAD ISLAND, S.C.

Unit No./Type	Statutory Value	Percentage Phases I and II only
509 (1 BR) A	172,000.00	1.31
510 (2 BR) B	234,000.00	1.78
511 (2 BR) B	234,000.00	1.78
512 (2 BR) B	234,000.00	1.78
513 (3 BR) C	290,000.00	2.12
514 (2 BR) B	234,000.00	1.78
515 (2 BR) B	234,000.00	1.78
516 (2 BR) B	234,000.00	1.78
517 (1 BR) A	172,000.00	1.31
Phase I		
Totals	\$ 10,140,000.00	77.13
Phase II		
607 (2 BR) B	215,000.00	1.64
608 (1 BR) A	160,000.00	1.22
609 (1 BR) A	160,000.00	1.22
610 (2 BR) B	215,000.00	1.64
611 (2 BR) B	215,000.00	1.64
612 (1 BR) A	160,000.00	1.22
613 (1 BR) A	160,000.00	1.22
614 (2 BR) B	215,000.00	1.64
707 (2 BR) B	215,000.00	1.64
708 (1 BR) A	160,000.00	1.22
709 (1 BR) A	160,000.00	1.22
710 (2 BR) B	215,000.00	1.64
711 (2 BR) B	215,000.00	1.64
712 (1 BR) A	160,000.00	1.22
713 (1 BR) A	160,000.00	1.22
714 (2 BR) B	215,000.00	1.64
Phases I & II		
Totals	\$ 13,140,000.00	100%

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NOTE: The total statutory value of the Property in Phases I and II is \$13,140,000. Subject to the overall limitations described in Article VIII of the Master Deed, Declarant will not exceed these estimated numbers and total statutory values for Subsequent Phases but may develop the Subsequent Phases into fewer Units and/or of a lower total statutory value which would have the effect of lessening the decrease in the percentage interest of Phases I and II Units as each Phase is added.

Reference is made to Exhibit "I" of the original Master Deed for the statutory values of the various types of Units and the methodology of determining the resulting percentage interest as each Phase is added.

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

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

EXHIBIT "E" TO FIRST AMENDMENT TO MASTER DEED OF
BARRINGTON ONE HORIZONTAL PROPERTY REGIME
NOTICE TO INITIAL AND FUTURE PURCHASERS

1341

You have acquired an interest in Barrington One Horizontal Property Regime, Phase II sold by Greenwood Development Corporation, a South Carolina corporation whose address is 104 Maxwell Avenue, Greenwood, South Carolina 29646. On behalf of Barrington One Horizontal Property Regime, Phase II, Greenwood Development Corporation applied to the Internal Revenue Service for a tax shelter registration number. THIS NUMBER IS 8622000052.

YOU MUST REPORT THIS REGISTRATION NUMBER TO THE INTERNAL REVENUE SERVICE IF YOU CLAIM ANY DEDUCTION, LOSS, CREDIT OR OTHER TAX BENEFIT OR REPORT ANY INCOME BY REASON OF YOUR INVESTMENT IN BARRINGTON ONE HORIZONTAL PROPERTY REGIME.

You must report the registration number, as well as the name and taxpayer identification number of Barrington One Horizontal Property Regime on Form 8271.

Form 8271 must be attached to the return on which you claim the deduction, loss, credit or other tax benefit or report any income.

ISSUANCE OF A REGISTRATION NUMBER DOES NOT INDICATE THAT THIS INVESTMENT OR THE CLAIMED TAX BENEFITS HAS BEEN REVIEWED, EXAMINED OR APPROVED BY THE INTERNAL REVENUE SERVICE.

YOU HAVE ACQUIRED AN INTEREST IN A CONDOMINIUM UNIT SOLD BY GREENWOOD DEVELOPMENT CORPORATION WHOSE ADDRESS IS 104 MAXWELL AVENUE, GREENWOOD, SOUTH CAROLINA 29646. IF YOU TRANSFER YOUR INTEREST IN THIS TAX SHELTER TO ANOTHER PERSON, YOU ARE REQUIRED BY THE INTERNAL REVENUE SERVICE TO KEEP A LIST CONTAINING THAT PERSON'S NAME, ADDRESS, TAXPAYER IDENTIFICATION NUMBER, THE DATE ON WHICH YOU TRANSFERRED THE INTEREST AND THE NAME, ADDRESS AND TAXPAYER REGISTRATION NUMBER OF THIS TAX SHELTER. IF YOU DO NOT WANT TO KEEP SUCH A LIST, YOU MUST (1) SEND THAT INFORMATION SPECIFIED ABOVE TO GREENWOOD DEVELOPMENT CORPORATION, 104 MAXWELL AVENUE, GREENWOOD, SOUTH CAROLINA 29646, WHO WILL KEEP A LIST FOR THIS TAX SHELTER AND (2) GIVE A COPY OF THIS NOTICE TO THE PERSON TO WHOM YOU TRANSFER YOUR INTEREST.

This Notice is attached as an Exhibit to the First Amendment to Master Deed of Greenwood Development Corporation creating and establishing Phase II of the Barrington One Horizontal Property Regime both for the purpose of providing additional notice to all initial purchasers of Units from Greenwood Development Corporation and also for future purchasers of Units.

BETHEA JORDAN
& GRIFFIN P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
MILTON HEAD ISLAND P.O.

1342

RECORDED THIS 29th 1956
 OF December 1956
 IN BOOK 1 PAGE 835
 FEES, \$ 4
Marion M. Gray
 AUDITOR, BEAUFORT COUNTY, N.C.

3, 1/2

FILED AT <u>3.15</u> VOLUME <u>P.H.</u>	OF BEAUFORT COUNTY N.C. DEC 9 1956	RECORDED IN <u>835</u> PAGE <u>1321</u>
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Teleph. Dutton, N.C.

BEAUFORT COUNTY TAX MAP REVISIONS

DIST.	Map	Block	Parcel	Area
520	16		343	

BO&G:CSG:7/27/87-CG66Q1/71

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

1518

GREENWOOD DEVELOPMENT CORPORATION,)
 a South Carolina Corporation)
)
)

TO

SECOND AMENDMENT
 TO MASTER DEED OF BARRINGTON
 ONE HORIZONTAL PROPERTY REGIME
 (for Phase III)

BARRINGTON ONE HORIZONTAL PROPERTY)
 REGIME)
)
)

WHEREAS, on the 22nd day of August, 1986 Greenwood Development Corporation, a South Carolina Corporation, hereinafter referred to as "Declarant", executed a certain Master Deed establishing the Barrington One Horizontal Property Regime, which Master Deed was recorded on the 27th day of August, 1986, in Deed Book 457 at Page 1247, et seq., and in Plat Book 34 at Page 30 in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, said Master Deed reserved the right at the sole option of the Declarant, its successors, grantees or assigns, that said project could be divided into one, two three or four phases, Phase I being activated by the aforementioned Master Deed with the provision that Phase II and/or Phase III and/or Phase IV of said property could be made a part of the Barrington One Horizontal Property Regime at the election of the Declarant and upon the filing of Amendments submitting said property to said Regime;

WHEREAS, on December 4, 1986, the Declarant herein filed a First Amendment to Master Deed which had the effect of adding the Phase II Units to the Horizontal Property Regime, said First Amendment having been recorded in the RMC Office for Beaufort County, South Carolina, on December 9, 1986, in Deed Book 465 at Page 1321, and Plat Book 34 at Page 31; and,

WHEREAS, it is the intent and desire of Declarant herein to further amend the Master Deed pursuant to its reserved rights so as to add Phase III to the Horizontal Property Regime.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Greenwood Development Corporation, a South Carolina Corporation, its principal offices on Hilton Head Island and in Greenwood, South Carolina, hereinafter referred to as "Declarant", does hereby declare:

Second Amendment to Master Deed Barrington One

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

FIRST:

1519

That 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 Barrington One Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 457 at page 1247, et seq., to amend said Master Deed to include the Phase III property more particularly described and set forth in Exhibit "A" hereto as a part of the Barrington One Horizontal Property Regime in such a way that effective upon the filing of this Amendment, the property included in the Barrington One Horizontal Property Regime shall be as described in Exhibit "B" hereto which description includes the Phase I, Phase II and and Phase III properties.

SECOND:

That Declarant 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 35 at Page 14.

THIRD:

That Declarant does hereby, by duly executing this Amendment to the Master Deed of the Barrington One Horizontal Property Regime, submit the land referred to in Paragraph SECOND, 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 Barrington One 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 Barrington One Horizontal Property Regime to be governed by the provisions of the aforementioned Master Deed and the provisions of Horizontal Property Act of South Carolina.

FOURTH:

That 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 "D" to the First Amendment to Master Deed which floor plans are incorporated by reference and those floor plans identified as Exhibit "D" attached hereto and made a part hereof. Said plans were prepared and certified by Eugene R. Smith, AIA Architects/Planners, Inc., architects duly licensed to practice in the State of South Carolina under Registration Number 1653. Attached to this Amendment as Exhibit "E" is a certificate by an architect licensed to practice in the State of South Carolina, that the buildings constructed on the

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24 MEAD ISLAND, S. C.

property, and specifically the buildings added to the Regime by this Amendment were constructed substantially in accordance with said plans.

FIFTH:

That the property within Phase III which is being added to and combined with the Phase I and Phase II property of Barrington Horizontal One Property Regime includes two (2) buildings each of two (2) stories, containing a total of twelve (12) individual dwelling units (hereinafter referred to as "Units") all of which are to be used for residential purposes. The Units 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.

SIXTH:

That the Property comprising Phase III and being hereby added to the Property of the Barrington Horizontal One Property Regime has a total of 1.22 acres, of which approximately 7,974 square feet will constitute and be occupied by Units and a total of approximately 44,985 square feet will constitute the remainder of the common elements.

SEVENTH:

That the total property of the Barrington One Horizontal Property Regime, subsequent to the filing of this Amendment and including the Phase I, Phase II and Phase III property, has a total of 5.69 acres of which approximately 30,780 square feet will constitute Units and approximately 216,936 square feet will constitute the remainder of the common elements.

EIGHTH:

There are three (3) basic types of Units in the Barrington One Horizontal Property Regime, Phases II and III, Unit Type A, Unit Type B, and Unit Type C with slight variations dependent upon whether the Unit is first floor (e.g. A-1) or second floor (e.g. A-2). A Unit Type A-1 is a one bedroom floor plan containing approximately 786 gross heated square feet; Unit Type A-2, a one bedroom floor plan containing approximately 801 gross heated square feet; Unit B-1, a two bedroom floor plan containing approximately 1,072 gross heated square feet; and Unit B-2, a two bedroom floor plan containing approximately 1,103 gross heated square feet; and Unit Type C-1, a three bedroom floor plan containing approximately 1,482 gross heated square feet; and Unit Type C-2, a three bedroom floor plan containing approximately

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 & GRIFFIN, P. A.
 ATTORNEYS AND
 COUNSELLORS AT LAW
 1001 BEAR BLVD. S. E.

1,489 gross heated square feet, all of those being more particularly designated and described in the Architect's "walk through" description attached hereto and incorporated herein as Exhibit "F".

The twelve (12) Units on the Property are contained in two (2) buildings on two (2) floors and numbered as follows:

<u>Building #5</u>	<u>Unit No.</u>	<u>Unit Type</u>
First Floor	603	B-1
	604	A-1
	605	A-1
	606	B-1
Second Floor	703	B-2
	704	A-2
	705	A-2
	706	B-2
<u>Building #6</u>	<u>Unit No.</u>	<u>Unit Type</u>
First Floor	601	C-1
	602	C-1
Second Floor	701	C-2
	702	C-2

NINTH:

That the Common Elements of the property, both General and Limited, and including Phase I and Phase II property, shall be as set forth in the recorded 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.

The outside parking facilities within the General Common Elements shall consist of approximately 34,663 square feet in the Regime subsequent to the execution and recording of this Amendment.

TENTH:

As referenced in the original Master Deed, the general plan of development by the Declarant provides that the Phase II and the Phase III properties were not to be necessarily of the same form, design and general evaluation as the Phase I and contemplated Phase IV properties. The Buildings 5 and 6 of this Phase III are generally wood frame, townhouse flat-type units constructed in clusters and are generally known as the Barrington Park Cottages. The general common elements as described in Article VII, Section 1 of the Master Deed referenced above are not modified by virtue of this Amendment and, as referenced above

BETHEA JORDAN
 & GRIFFIN, P. A.
 ATTORNEYS AND
 COUNSELLORS AT LAW
 LYNN BEACH, FLORIDA

in Article NINTE, the common elements shall be as set forth in the original Master Deed and as to those areas being included in the Phase III property.

The limited common elements for the Phase III property are as follows:

(a) All balconies, decks, porches, service yards immediately adjacent to each unit or to which each unit has direct access from the interior thereof, and as shown on the floor plans identified as Exhibit "D" to the First Amendment and in the floor plans identified as Exhibit "D" attached hereto and/or the plat identified as Exhibit "C" attached hereto and incorporated herein.

(b) The roofs of the Buildings 5 and 6, which together with the Phase II units, shall be considered as a limited common element to the twenty-eight (28) Phase II and Phase III units, reference being made to Article VII, Section 2(b) in the original Master Deed as it relates to the roof of the Phase I property, said roof being considered a limited common element as it relates to Phase I Units.

(c) The space lying between the upper boundary of each unit as described herein and the floor or roof above such unit subject to easements for utilizing services previously described.

ELEVENTH:

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, Phase II and Phase III) of the Barrington One 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 Barrington One Owners' Association (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 (Phase I, Phase II and Phase III) as set forth in Exhibit "I" to the Master Deed establishing said Regime, the provisions of which are incorporated herein and made a part hereof. 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 Units expressed in a duly recorded Amendment to this Master Deed for such Regime or by an Amendment filed by the Declarant in accordance with the reservations set forth in the Master Deed.

TWELFTH:

Declarant has registered the Barrington One, Phase III, Project with the Internal Revenue Service as a tax shelter pursuant to the applicable provisions of the Internal Revenue Code. Barrington One Horizontal Property Regime, Phase III, has a tax identification number of 36220000052. Reference is made to Exhibit "H" to this First Amendment for a Notice of this designation. The purpose of including this Exhibit "H" as an attachment to the First Amendment to Master Deed is to provide actual notice to subsequent purchasers of Units within the Barrington One, Phase III, Project.

THIRTEENTH:

The sole purpose of this Amendment being to add the Phase III property to the Barrington One Horizontal Property Regime so as to make it an integral part of said Regime, all provisions of the Master Deed establishing the Barrington One 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.

IN WITNESS WHEREOF, GREENWOOD DEVELOPMENT CORPORATION, a South Carolina Corporation, has caused these presents to be executed this 3rd day of August, in the year of Our Lord one thousand nine hundred eighty-seven and in the two hundred and twelfth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GREENWOOD DEVELOPMENT CORPORATION
A South Carolina Corporation

Julian J. Assmann
Maries W. Nicholas

By: John W. Davis
John W. Davis, President

Wayne J. Gustesen, Jr.
Secretary

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

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

1524

PROBATE

PERSONALLY appeared before me Julian J. Nexsen Jr. who, on oath, says, that s/he saw the within named GREENWOOD DEVELOPMENT CORPORATION by John W. Davis, its President, sign the within Amendment to Master Deed, and Wayne Q. Justesen, Jr., its Secretary attest the same, and the said Corporation, by said officers seal said Deed, and as its act and deed, deliver the same and that ~~s/he~~ with Mamie W. Nicholson witnessed the execution thereof.

Julian J. Nexsen Jr.

SWORN to before me this 3rd day of August, 1987

Mamie W. Nicholson (L.S.)
Notary Public for South Carolina

My Commission Expires: 8/26/90.

BETHEA L. JORDAN
B. GRIFFIN, P. A.
ATTORNEYS AND
CONSULTERS AT LAW
ON BEACH BLVD. S. E.

INDEX OF EXHIBITS

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<u>EXHIBIT</u>	<u>DESCRIPTION</u>
"A"	Description of Phase III Property
"B"	Real Property Description (all Phases)
"C"	As Built Survey - Phase III
"D"	Floor Plans - Phase III Units
"E"	Certificate of Architect
"F"	"Walk Through" Description of Phase III Units
"G"	Percentage of Interest in Common Elements (Phases I, II and III)
"H"	Notice to Initial and Future Purchasers of Internal Revenue Service Tax Shelter Designation

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

EXHIBIT "A" TO SECOND AMENDMENT TO MASTER DEED OF
BARRINGTON ONE HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE III LAND

All that certain piece, parcel or tract of land situate, lying and being in the Leamington Section of Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina, shown and described as Phase II, having and containing 1.22 acres, more or less, on the plat entitled "As-Built Survey, Barrington One Horizontal Property Regime, Phases I, II and III (Includes Recreational Area)" which plat was prepared by Eussey, Gay & Bell, Consulting Engineers and certified to by Roy Eussey, R.L.S. (S.C.) #2373, which said plat is dated August 15, 1986, and last revised June 12, 1987, and is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 15 at Page 14. The property is described by courses and distances, metes and bounds, as follows, to-wit:

Commencing at the intersection of the centerline of that certain 60' foot right-of-way known as Queens Way and the centerline of that certain 60' foot right-of-way known as Ocean Lane and proceeding from said Point of Commencement $S46^{\circ}43'07"W$ for a distance of 171 feet to a point; thence along a curve with a delta angle of 13° , a radius of 542.99 feet, a chord bearing of $S55^{\circ}47'07"W$ and a chord distance of 169.89 feet for a distance of 170.59 feet to a point; thence proceeding $S25^{\circ}12'54"E$ for a distance of 30 feet to a concrete monument which marks the Point of Beginning for Phase III; from said Point of Beginning proceeding $S25^{\circ}12'55"E$ for a distance of 140 feet to a concrete monument; thence proceeding $S56^{\circ}37'15"E$ for a distance of 59.23 feet to a concrete monument; thence proceeding $S1^{\circ}26'45"E$ for a distance of 70 feet to a concrete monument; thence proceeding $S38^{\circ}52'W$ for a distance of 140 feet to a concrete monument; thence proceeding $N45^{\circ}36'05"W$ for a distance of 228.36 feet to a concrete monument; thence proceeding $N37^{\circ}48'35"W$ for a distance of 33.52 feet to a concrete monument; thence proceeding $N9^{\circ}03'15"E$ for a distance of 84.12 feet to a concrete monument; thence proceeding $N64^{\circ}47'06"E$ for a distance of 164 feet to the concrete monument which marks the Point of Beginning.

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

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

EXHIBIT "D"

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

ARCHITECT'S CERTIFICATE

This is to certify that Barrington One Horizontal Property Regime, consisting of the forty-five (45) Phase I Units numbered as follows: 109 through 117; 209 through 217; 309 through 317; 409 through 417; and 509 through 517 are built substantially in accordance with the floor plans attached to the Master Deed creating said Regime, as Exhibit "C" to be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, except for minor variations which are customary in projects of this nature.

EUGENE R. SMITH, AIA ARCHITECTS/
PLANNERS, INC.

By: Thomas J. Hund
Thomas J. Hund
S.C. Registration #2578

Certified to this 25
day of August, 1986.

Carlan B. Wilgore (L.S.)
Notary Public for South Carolina

My Commission Expires: 7-28-87

EXHIBIT "E"

BARRINGTON ONE HORIZONTAL PROPERTY REGIME

WALK THROUGH DESCRIPTION OF UNITS

The three (3) different floor plans of Phase I of BARRINGTON ONE are described as follows:

ONE BEDROOM UNIT - TYPE A

Each unit contains a total gross heated area of 862 square feet on one floor, consisting of foyer, living/dining room, kitchen, one bedroom, one dressing room, 1 1/2 baths, washer/dryer closet, owner's closet and remote storage unit.

Access to the unit is gained from a common corridor, accessible from stair or elevator, and entering a 75.86 square foot foyer. In the foyer area is a 17.4 square foot laundry/hot water heater closet and an entry to the 26.65 square foot powder room. Opposite the entry, through the foyer is a 315.77 square foot living/dining room and a 89.92 square foot kitchen. The kitchen contains all cabinets, appliances and a ceramic tile breakfast bar. The living room opens out to a 119.06 square foot balcony. Off the other side of the foyer is a 16.5 square foot hallway.

Access to a 6.99 square foot owner's closet and the air handler closet 7.5 square feet is from this hallway that terminates into a 27.5 square foot dressing area. Off the dressing area is the 36 square foot master bedroom. Adjacent is the master bedroom, 169.32 square feet, with a closet of 13.98 square feet. The master bedroom opens out to the aforementioned balcony.

TWO BEDROOM UNIT - TYPE B

Each unit contains a total gross heated area of 1,171 square feet on one floor, consisting of foyer, living/dining room, kitchen, two bedrooms, dressing area and two baths, washer/dryer closet, owner's closet and remote storage unit.

Access to the unit is gained from a common corridor, accessible from a stair or elevator, and entering a 32.5 square foot foyer. In the foyer area is a 6 square foot owner's closet. Opposite the entry, through the foyer is a 370.63 square foot living/dining room and a 107.34 square foot kitchen. The kitchen contains all cabinets, appliances and a ceramic tile breakfast bar. The air handler closet, 6.87 square feet is accessible from the kitchen and the washer/dryer closet is 7.5 square feet. The living/dining room opens out to a 150.31 square foot balcony.

Off the other side of the dining area is a 21 square foot hallway with a 15.15 square foot closet. Off one end of the

hallway is a 141.29 square foot bedroom. At the other end of the hallway is a 40 square foot bath.

Off the living area is the master suite containing a 47.26 square foot dressing area with a 15.15 square foot closet adjacent. The dressing room opens to a 168.87 square foot master bedroom that opens out to the aforementioned balcony. Opposite the master bedroom through the dressing area is the 69.47 square foot master bath. The 7.57 square foot hot water heater closet is accessed from the master bath.

THREE BEDROOM - TYPE C

Each unit contains a total gross heated area of 1,520 square feet on one floor, consisting of foyer, living/dining room kitchen, three bedrooms, one dressing room, three bathrooms washer/dryer closet, owner's closet and remote storage unit.

Access to the unit is gained from a common corridor, accessible from stair or elevator, and entering a 74.62 square foot foyer. Opposite the entry, through the foyer is a 345.89 square foot living/dining room with fireplace. The living/dining room opens out to a 312.5 square foot balcony. Adjacent to the foyer is a 120 square foot kitchen. The kitchen contains all cabinets, appliances and a ceramic tile breakfast bar. The owner's closet, 8 square feet, is accessible from the kitchen. Also off the foyer, there is a 42.5 square foot hallway.

Opening to the hallway is the 7.5 square foot air handler closet and the 7.5 square foot washer/dryer closet. Opposite the closets is a 40 square foot bathroom; also accessible is a 131 square foot bedroom. Off this bedroom is a 20.5 square foot closet containing the hot water heater. This bedroom opens out to the aforementioned balcony, as well as to the hallway. At the far end of the hallway is a bedroom, 171.6 square feet off of which there is a 48 square foot bath and a 13.4 square foot closet. This bedroom also opens out on to the aforementioned balcony.

Off the dining area is the master suite containing a 46 square foot dressing area with a 17.07 square foot closet adjacent. The dressing room opens to a 196.22 square foot master bedroom that opens to the aforementioned balcony as well as a 13.4 square foot closet. Opposite the master bedroom through the dressing areas is the 48 square foot master bath.

EXHIBIT "E" TO MASTER DEED
BARRINGTON ONE HORIZONTAL PROPERTY REGIME

LEGAL DESCRIPTION OF PHASE II, PHASE III AND PHASE IV PROPERTY

All that certain piece, parcel or tract of land situate, lying and being in the Beaufort Section of Palmetto Dunes Resort Hilton Head Island, Beaufort County, South Carolina, having an containing 4.07 acres, more or less, shown and described a "Future Phase Property Phases II, III and IV" on that certain plat entitled "As-Built Survey, Barrington One Horizontal Property Regime, Phase I", which plat is dated August 15, 1986 and prepared by Hussey, Gay & Bell, Consulting Engineers and certified to by Roy Hussey R.L.S. (S.C.) #2371, said plat being recorded in the Office of the Clerk of Court for Beaufort County South Carolina, in Plat Book 24 at Page 50. Said proposed Phases II, III and IV Property is more particularly described as follows, to-wit:

Commencing at the intersection of the centerline of that certain 66' foot right-of-way known as Queens Way and the centerline of that certain 60' foot right-of-way known as Ocean Lane and proceeding from said Point of Commencement S45°43'07"W for a distance of 171 feet to a point; thence along a curve with a delta angle of 18°, a radius of 542.99 feet, a chord bearing of S55°47'07"W and a chord distance of 169.89 feet for a distance of 170.59 feet to a point; thence proceeding S25°12'54"E for a distance of 33 feet to a concrete monument which marks the Point of Beginning for the Future Phase Property description; from said point proceeding along a curve with a delta angle of 7°03'30", a radius of 572.99 feet, a chord bearing of N61°15'21"E, a chord distance of 70.34 feet for a distance of 70.59 feet to a concrete monument; thence proceeding S42°06'50"E for a distance of 422.43 feet to a concrete monument; thence proceeding S43°48'20"W for a distance of 307.54 feet to a point; thence proceeding thence proceeding N45°11'40"W for a distance of 45.32 feet to a concrete monument; then proceeding N24°38'30"W for a distance of 33.19 feet to a concrete monument; thence proceeding N37°31'45"W for a distance of 64.67 feet to a concrete monument; thence proceeding S71°53'W for a distance of 93.30 feet to a concrete monument; thence proceeding S39°13'40"W for a distance of 107.19 feet to a concrete monument; thence proceeding N43°29'35"W for a distance of 61.34 feet to a concrete monument; thence proceeding N21°36'20"W for a distance of 133.30 feet to a concrete monument; thence proceeding N05°07'35"W for a distance of 92.33 feet to a concrete monument; thence proceeding along a curve with a delta angle of 30°03'16", a radius of 600 feet, a chord bearing of N49°29'13"E, and a chord

distance of 138.25 for a distance of 150.15 feet to a concrete monument; thence proceeding N64°47'08"E for a distance of 184 feet to the concrete monument which marks the Point of Beginning.

In case of conflict, in any, between the above courses & distances, bearings and bounds description and the above mentioned plat of record, said plat shall be controlling.

REBEKAH JORDAN
S. GRIFFIN & A.
ATTORNEYS AND
COUNSELLORS AT LAW
FULTON ROAD SUITE 100