

02567

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

457

THE GATHERING ASSOCIATES, L.P.)
A South Carolina Limited Partnership)

TO)

THE GATHERINGS HORIZONTAL)
PROPERTY REGIME I)

AMENDMENT
TO MASTER DEED OF
THE GATHERINGS HORIZONTAL
PROPERTY REGIME I
FOR L (50)

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

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

WHEREAS, subsequent to the original Master Deed, numerous Amendments to Master Deed have been filed by the original Grantor the purpose of which were to add additional phases to the Regime, the most recent such Amendment of the said original Grantor being filed for Phase XXXXVII (47), said Annexation Declaration being dated January 12, 1988, and being recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 494 at Page 1386 as modified by Correction to Master Deed Amendment dated February 4, 1988, and recorded in Deed Book 495 at Page 2124; and,

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

WHEREAS, on or about September 29, 1988, the original Grantor conveyed a portion of said future phase property unto The Gatherings Associates, L.P., a South Carolina limited partnership (the

BETHEA, JORDAN
& GRIFFIN, P. A.
ATTORNEYS AND
COUNSELORS AT LAW

BEAUFORT COUNTY TAX MAP REFERENCE

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Declarant herein) by virtue of a deed dated September 29, 1988, and recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 512 at Page 355; and,

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

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

WHEREAS, the Declarant herein filed an Amendment to Master Deed which had the effect of adding Phase XLVIII (48), said Amendment dated September 28, 1989, and having been filed of record on October 3, 1989, in the RMC Office for Beaufort County, South Carolina, in Deed Book 537 at Page 2240; and,

WHEREAS, the Declarant herein filed an Amendment to Master Deed which had the effect of adding Phase XLIX (49), said Amendment dated November 21, 1989, and having been filed of record on November 27, 1989, in the RMC Office for Beaufort County, South Carolina, in Deed Book 541 at Page 789; and,

WHEREAS, it is the intent and desire of Grantor herein to further amend the Master Deed pursuant to its reserved rights so as to add Phase L (50) to The Gatherings Horizontal Property Regime I.

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

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

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

3. GENERAL NARRATIVE: As noted above in the recitals, the Declarant herein is an assignee of the original Grantor under The Gatherings Horizontal Property Regime I. The Declarant has engaged in site redesign and land planning with respect to the development of the balance of the real property which was conveyed by Grantor as referenced above. Declarant has also modified the building type, construction techniques, and floor plans. The architectural drawings for Phase XLVIII (48) and subsequent phase units, including this Phase L (50), were prepared by G. Wayne Windham, A.I.A., of the Dolphin Corporation Architectural Design Group. Accordingly, a full set of floor plans for the revised units were attached as an exhibit to the Amendment to Master Deed for Phase XLVIII (48). Any further modifications will be noted in subsequent Amendments. Despite the change in floor plans and site layout so as to provide for duplex buildings as shown thereon, the Declarant herein is maintaining the original intent of the Grantor that all units within the Regime shall bear the common expenses equally so that the percentage interest of each unit is identical. As reserved in the original Master Deed, the above floor plans and other design criteria may be modified by Declarant, or its successors, for future phases.

4. CREATION PHASE L (50): Declarant does hereby elect to exercise and does hereby exercise the options and rights hereinabove referred to and more particularly set forth in the Master Deed of The Gatherings Horizontal Property Regime I recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Deed Book 404 at Page 622, et seq., to amend said Master Deed to include the Phase L (50) property more particularly described and set forth in EXHIBIT "A" hereto as a part of the Regime in such a way that, effective upon the filing of this Amendment, the property included in The Gatherings Horizontal Property Regime I shall be as described in EXHIBIT "B" hereto, which description includes the Phase I through Phase L (50) properties. Further, Exhibit "B-1" reflects the remaining acreage owned by Declarant which may be the subject of future phases and subsequent Amendments.

5. LAND: Declarant is the sole owner of the land described in EXHIBIT "A" herein, which land is shown on a plat of an as-built survey prepared by Sea Island Engineering, said plat entitled "Parcel B, Sub-Parcel B-1 The Gatherings," said plat being dated July 20, 1989, and last revised December 22, 1989, and being designated as EXHIBIT "C" to this Amendment attached hereto and incorporated herein.

6. PHASE L (50) PROPERTY; REGIME: Declarant, by duly executing this Amendment to the Master Deed, does hereby submit the Land referred to in Paragraph 5, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Master Deed, as amended, and

the provisions of the Horizontal Property Act of the State of South Carolina (hereinafter the "Act"), and does hereby state that it proposes to make the property a part of The Gatherings Horizontal Property Regime I to be governed by the provisions of the aforementioned Master Deed, as amended, and the provisions of the Horizontal Property Act of South Carolina.

7. IMPROVEMENTS: The improvements constructed on and forming a part of the Property are constructed in accordance with the floor plans identified as EXHIBIT "D" to the Amendment to Master Deed which added Phase XLVIII (48) above, which floor plans are incorporated herein by reference. Said plans were prepared by G. Wayne Windham of Dolphin Corporation Architectural Design Group, an architect duly licensed to practice in the State of South Carolina under Registration Number 2740. Attached to this Amendment as EXHIBIT "D" is a Certificate by said architect that the building constructed on the Phase L (50) Property, was constructed substantially in accordance with said plans.

8. UNITS:

8.1 General Description: The property within Phase L (50) which is being added to and combined with Phases I through XLIX (49) of the Regime includes one (1) two (2) story building containing a total of two (2) individual dwelling units (hereinafter referred to as "Units"), all of which are to be used for residential purposes. The buildings were built in a wood frame construction method, with an asphalt shingle roof. All interior and exterior walls are constructed with wood studs with plywood sheathing and stucco exterior with gypsum board interior. The 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 Master Deed to said Regime described above, and as hereinafter set forth, necessary for their adequate use and enjoyment (hereinafter referred to as "Common Elements"), all of the above in accordance with the Horizontal Property Act of South Carolina.

8.2 Unit Numbers: Said Units are numbered 116 and 117 within the Regime and are known as 116 and 117, Black Watch Drive.

8.3 Unit Types: There are two (2) basic types of Units in Phase L (50) of The Gatherings Horizontal Property Regime I, those being the 2-story, 2-bedroom Unit and the 2-story, 3-bedroom Unit as depicted on the Floor Plans and Elevations referenced above. A "walk through" description of the Units, which are being hereby submitted to the Regime is as follows:

Two Bedroom Unit (117)

Each Unit contains a total gross heated area of approximately 1,389 square feet on two (2) floors. The first floor consists of a foyer, a living/family room, kitchen, storage area, laundry room (closet), and powder room. The second floor consists of master bedroom, master bath and walk-in closet, a second bedroom and a second bathroom. Access to the Unit is gained from the common sidewalk at ground level. Access to the living/family room is through the foyer. A stairway leads to the second floor from the foyer. There is an exterior deck off of the living/family room which is accessible through sliding glass doors.

Three Bedroom Unit (116)

Each 3-bedroom Unit contains a total gross heated area of approximately 1,389 square feet on two (2) floors. The first floor consists of a foyer, a living/family room, kitchen, storage area, laundry room (closet), and powder room. The second floor consists of a master bedroom and master bath, a second and third bedroom and a second bathroom. Access to the Unit is gained from the common sidewalk and ground level. Access to the living/family room is through the foyer. A stairway leads to the second floor from the foyer. There is an exterior deck off of the living/family room which is accessible through sliding glass doors.

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

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

In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the

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

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

9. ACREAGE (This Phase): The Property comprising Phase L (50) and being hereby added to the Property of the Regime has a total of 0.109 acres, of which 1,555 square feet will constitute and be occupied by Units and a total of approximately 3,193 square feet will constitute the remainder of the common elements.

10. TOTAL PROPERTY (Combined): The Gatherings Horizontal Property Regime I, subsequent to the filing of this Amendment and including the Phase I through L (50) properties, will consist of a total of sixty-three (63) Units on property which has been heretofore defined in the original Master Deed, previous Amendments, and in this Amendment.

11. COMMON ELEMENTS: The common elements of the Phase L (50) property will be generally as defined in the Act and in the original Master Deed and include the following:

11.1 The General Common Elements:

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

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

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

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

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

11.1.6 Such easements as described in EXHIBIT "A" to this Amendment and those easements through the Units for conduits, 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 service necessary or convenient to the existence, maintenance, safety and use of the property, whether or not such easements are erected during construction of the condominium property or during reconstruction of all or any part thereof, except such easements as may be defined as "Limited Common Elements."

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

11.2 Combined Common Elements: The Common Elements of the Property, both General and Limited, and including the Phase I through Phase L (50) Property, shall be as set forth in the Master Deed, the provisions of which are incorporated herein and made a part hereof in the same manner as if the same were expressly set forth herein except as herein modified or amended.

12. PERCENTAGE OF INTEREST IN UNITS: The percentage of title and interest appurtenant to each Unit and the Unit Owner's title and interest in the Common Elements (both General and Limited) of the Property (Phase I through Phase L (50)) of the Regime and their share in the profits and common monthly expenses as well as proportionate representation for voting purposes in the meetings of The Gatherings Homeowners' Association, Inc. (hereinafter usually referred to as "Association") of the Regime is based upon the proportionate value of each Unit to the value of the total Property (all Phases) as set forth in EXHIBIT "D" to the original Master Deed and, effective with the filing of this Amendment, shall be 1.58%, determined by dividing sixty-three (63) Units into one hundred (100%). The proportionate representation for voting purposes and the percentage of the undivided interests in the Common Elements (both General and Limited) provided in this paragraph shall not be altered without the acquiescence of the co-

owners representing all of the Units expressed in a duly recorded amendment to the Master Deed for said Regime or by an amendment filed by the Declarant in accordance with the reservations set forth in the Master Deed.

13. REAFFIRMATION OF MASTER DEED PROVISIONS: As the sole purpose of this Amendment is to add the Phase L (50) Property to The Gatherings Horizontal Property Regime I so as to make it an integral part of said Regime, all provisions of the Master Deed, as recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina which are not modified herein, are expressly incorporated into and reaffirmed by this Amendment in the same manner as if the same were expressly set forth herein. Specifically referenced are the reservation of rights of the Declarant to add additional Units to the Regime pursuant to said Master Deed and any amendments to said Master Deed. This Amendment is intended to comply with the provisions of the aforementioned Master Deed, as amended, and the Horizontal Property Act of South Carolina. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Amendment shall not affect the validity or enforceability of the remaining portions thereof and in such event, all of the other provisions of the Amendment shall continue in full force and effect as if such invalid provision had never been included therein.

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

IN WITNESS WHEREOF, THE GATHERINGS ASSOCIATES, L.P. has caused these presents to be executed this 27th day of December, in the year of Our Lord One Thousand Nine Hundred Eighty-Nine and in the Two Hundred and Fourteenth Year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

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

Shirley L Morris

By: Randall E. Crabb
Randall E. Crabb, General
Partner

Elizabeth S. Ouedge

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STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

P R O B A T E

BEFORE ME PERSONALLY APPEARED Sheree L. Morris,
who states on oath that s/he saw the within named THE GATHERINGS
ASSOCIATES, L.P., by RANDALL E. CRABB, its General Partner, as its
act and deed, sign, seal and deliver the within instrument, that
s/he with Elizabeth S. Chelge witnessed the execution
thereof.

Sheree L. Morris

SWORN to before me this 27th
day of December, 1989.

Elizabeth S. Chelge (L.S.)
Notary Public for South Carolina

My Commission Expires: 9-12-94

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

<u>Exhibit</u>	<u>Description</u>
"A"	Legal Description Phase L (50) Land
"B"	Legal Description (Phase I Through Phase L (50) Land) and Future Phase Property
"C"	As Built Survey of Phase L (50) Land
"D"	Certificate of Architect
"E"	Joinder of Mortgagee

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

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 0.109 acres, more or less, and being more particularly shown and described a parcel of 0.109 acres comprising Phase L (50) of The Gatherings Horizontal Property Regime I, on a plat entitled "Parcel B-1 The Gatherings" said plat prepared by Sea Island Engineering, Inc., M.A. Dunham P.L.S. (S.C.) #11590, which plat is dated July 20, 1989, and latest revised December 22, 1989, said plat being recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 37 at Page 178. Said property is described as to the courses and distances, metes and bounds, as follows:

The Point of Commencement for the 0.109 Acre Parcel shall be the concrete monument which marks the northernmost boundary of Parcel B-1 as depicted on the aforementioned plat of record at the intersection of Pine Burr Drive West, a 40' foot right-of-way; proceeding from said Point of Commencement S57°00'00"E for a distance of 316.03 feet to a point; thence along a curve in a southeasterly direction with a delta angle of 90°, a radius of 25 feet, an arc length of 39.27 feet, and a chord bearing of S12°00'00"E for a distance of 35.36 feet to a concrete monument; thence proceeding S33°00'W for a distance of 45 feet to a point which marks the Point of Beginning; from said Point of Beginning proceeding N68°51'46"W for a distance of 74 feet to a concrete monument; thence proceeding S76°33'39"W for a distance of 44.42 feet to a concrete monument; thence proceeding S57°00'00"E for a distance of 23 feet to a point; thence proceeding S61°18'39"E for a distance of 53 feet to a point; thence proceeding S23°26'43"E for a distance of 87 feet to a point; thence proceeding N37°19'17"E for a distance of 9 feet to a point; thence proceeding N33°00'00"E for a distance of 82.53 feet to a the point which marks the Point of Beginning.

If there be any discrepancies between the above courses and distances description and the aforementioned plat of record, said plat shall be controlling.

The property intended to be described herein is a portion of the same property conveyed to the within Grantor by deed of The

EXHIBIT "A" Amendment to Master Deed The Gatherings
Horizontal Property Regime I - Page 1

Gatherings, Inc. dated September 28, 1989, and recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 512 at Page 355.

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

FURTHER, SAVE AND EXCEPT THEREFROM, the right of ingress and egress over and across all walkways shown on the above described plat, said reservation being unto the Grantor herein its successors and assigns and grantees.

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 station or other equipment or facilities located thereon, together with an easement to such lines, equipment or facilities to allow for the maintenance, repair or replacement of such lines, facilities or equipment or for the purpose of installing additional lines, equipment or facilities thereon from time to time.

FURTHER, the Grantor expressly reserves the right to improve the Property by completion of construction, improvement to the Units as needed, clearing, constructing parking facilities on the presently unimproved portions of, and adjacent to, the Property, said parking facilities on the Property to be utilized for future phases as well as previous phases, if applicable, pertaining to The Gatherings Horizontal Property Regime I.

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

FURTHER, Grantor reserves the right to locate future phase buildings on a portion of the Common Elements of the Regime so as to produce an overall positive site plan for the project once completed.

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

FURTHER, SAVE AND EXCEPT the express reservation of an easement appurtenant in favor of the Grantor herein for the use of any recreational amenities now and hereafter existing located on the Recreational Area, as described in the Master Deed and earlier Amendments, if any, thereto, and any future Recreational Areas,

EXHIBIT "A" Amendment to Master Deed The Gatherings
Horizontal Property Regime I - Page 2

said easement to be appurtenant to the Phase L (50) Property as more particularly described with reference to EXHIBIT "B" attached to this Amendment to Master Deed, whether or not said properties become a part of The Gatherings Horizontal Property Regime I; it being further understood that Grantor expressly reserves the right to grant an easement of use of said amenities to its successors and assigns.

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

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BETHEA, JORDAN
& GRIFFIN, P. A.
ATTORNEYS AND
COUNSELORS AT LAW

EXHIBIT "A" Amendment to Master Deed The Gatherings
Horizontal Property Regime I - Page 3

EXHIBIT "B"
TO AMENDMENT TO MASTER DEED
OF
THE GATHERINGS HORIZONTAL PROPERTY REGIME I
LEGAL DESCRIPTION OF PHASE I
THROUGH PHASE L (50) LAND

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

ALSO, ALL that certain piece, parcel or tract of land comprising Phases XLVIII (48), XLIX (49) and L (50) with all improvements thereon, said property being more fully described with reference to the plat attached hereto and incorporated herein as Exhibit "C" which plat is recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 37 at Page 178.

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

EXHIBIT "B-1"

FUTURE PHASE PROPERTY

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

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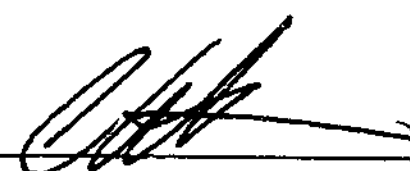
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 & GRIFFIN, P. A.
 ATTORNEYS AND
 COUNSELORS AT LAW

Exhibit "B" Amendment to Master Deed The Gatherings
 Horizontal Property Regime I - Page 1

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EXHIBIT "D"
TO AMENDMENT TO MASTER DEED
OF
THE GATHERINGS HORIZONTAL PROPERTY REGIME I
ARCHITECT'S CERTIFICATE

This is to certify that PHASE L (50) of THE GATHERINGS HORIZONTAL PROPERTY REGIME, consisting of two (2) buildings and two (2) units numbered 116 and 117, are built in substantial compliance with the Floor Plans and Specifications attached to the Master Deed Amendment submitting those units to the overall Regime to which said Master Deed Amendment this Certificate is attached, except for minor variations which are customary in projects of this nature.

By: 

Certificate No. 2740

Certified to this 29th day
of December, 1989.

Margaret Anne Rivers (L.S.)
Notary Public for South Carolina

My Commission Expires: 4-23-96

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

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

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

WHEREAS, said loans are construction loans each in the principal sum of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS, which mortgages are dated September 29, 1989, and recorded on September 30, 1989, in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Mortgage Book 429 at Page 2133, and by that certain second Mortgage dated May 12, 1989, and recorded May 18, 1989, in Mortgage Book 444 at Page 773.

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

All those certain two (2) Units, to wit, Units 116 and 117, of The Gatherings Horizontal Property Regime I, Phase L (50), a condominium regime according to the foregoing Amendment to Master Deed thereof to which this Joinder is attached, together with all of the undivided shares in the Common Elements appertaining to said Units, all of which said Units are located on the real property more particularly described on EXHIBIT "A" to the said Amendment to Master Deed of The Gatherings Associates,

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Exhibit "E" Amendment to Master Deed The Gatherings Horizontal
 Property Regime - Page 1

a South Carolina limited partnership, to which this Joinder is attached.

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder this 20th day of December, 1989.

WITNESSES:

SOUTH CAROLINA NATIONAL BANK

Jeanne Van Wicken
Maria F. Seliga

By: [Signature]
Attest: Rebecca B. Baker

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

P R O B A T E

BEFORE ME PERSONALLY APPEARED Jeanne Van Wicken, who, on oath, says that s/he saw the within named SOUTH CAROLINA NATIONAL BANK, by Donald R. Sanders its Vice President, as its act and deed, sign, seal and deliver the within Instrument, and Rebecca B. Baker, its assist. Vice President attest the same, and that s/he with Maria F. Seliga witnessed the execution thereof.

Jeanne Van Wicken
BJ+6

SWORN to before me this 20th day of December, 1989.

Maria F. Seliga (L.S.)
Notary Public for South Carolina

My Commission Expires:

My Commission Expires October 10, 1992

CSG:YI:GATHERINGS:\DOC\GATEXE3.AMD

FILED AS	BEAUFORT COUNTY SC	RECORDED IN BOOK
9:35		545
0200A	JAN 29 1990	PAGE 457
<u>[Signature]</u> REGISTER OF MESNE CONVEYANCES		

RECORDED THIS 7th DAY Feb. 1990
OF 16 IN BOOK 925
FEES, \$ 1.00

Mary Ann Gray
AUDITOR, BEAUFORT COUNTY, S. C.

BETHEA, JORDAN
& GRIFFIN, P. A.
ATTORNEYS AND
COUNSELORS AT LAW

Exhibit "E" Amendment to Master Deed The Gatherings Horizontal Property Regime - Page 2