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STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
GREENWOOD DEVELOPMENT)
CORPORATION)
TO)
THE TOWNHOMES AT SOUTH SHORE)
HORIZONTAL PROPERTY REGIME)
) FIRST AMENDMENT
TO
MASTER DEED OF
THE TOWNHOMES AT SOUTH SHORE
HORIZONTAL PROPERTY REGIME
(PHASE II)

WHEREAS, on the 30th day of June, 1999, Greenwood Development Corporation, a South Carolina corporation, hereinafter referred to as "Declarant", executed a certain Master Deed establishing The Townhomes at South Shore Horizontal Property Regime, ("Regime") which Master Deed was recorded on the 2nd day of July, 1999, in Deed Book 1189 at Page 1629 and in Plat Book 70 at Page 142 in the Office of the Register of Deeds 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 or more phases, Phase I being established by the aforementioned Master Deed with the provision that future phases of said property could be made a part of Regime at the election of the Declarant and upon the filing of an Amendment submitting said property to said Regime; 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 II to the Regime.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Greenwood Development Corporation, a South Carolina corporation with its principal place of business in Greenwood and Hilton Head Island, South Carolina, herein referred to as "Declarant" does hereby declare:

1. **EXERCISE BY DECLARANT.** 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 Townhomes at South Shore Horizontal Property Regime** recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 1189 at Page 1629, et seq. (hereinafter "Master Deed"), 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 Townhomes at South Shore Horizontal Property Regime** (hereinafter "Regime") in such a way that the said Regime shall be composed of Phases I and II. Effective upon the filing of this Amendment, the property included in the Regime shall be as described in Exhibit "A-1" hereto which description includes the Phase I and now, Phase II properties.

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

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11 homes at South Shore HPR
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2. **LAND.** Declarant is the sole owner of the land described in Exhibit "A" herein, which land is shown on a plat thereof, and being incorporated by reference having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 71 at Page 91.

3. **SUBMISSION TO ACT.** Declarant does hereby, by duly executing this Amendment to the Master Deed of the Property Regime, submit the land referred to in Article 2, 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 and the provisions of the Horizontal Property Act of the State of South Carolina (the "Act") and does hereby state that it proposes to make the Property a part of the Regime to be governed by the provisions of the aforementioned Master Deed and the provisions of the Act.

4. **SURVEYS/PLANS.** The improvements constructed on and forming a part of the Property are constructed in accordance with the As-Built Survey set forth on the Plat described on Exhibit "A" and those floor plans referenced on Exhibit "D" hereto (the "Plans"). Said Survey was prepared by Hussey, Gay, Bell & DeYoung, Consulting Engineers and certified by James M. Sims, R.L.S. (SC) No. 13169. Said Plans were prepared by Group III Architecture, Richard M. Clanton, S.C. Registered Architect No. 3150. Attached to this Amendment as Exhibit "B" is a certificate by said architect that the Units and common elements constructed on the Property, were constructed in accordance with said Plans.

5. **IMPROVEMENTS.**

(a) The Property within Phase II which is being added to and combined with the Phase I Property of the Regime consists of two parts: (i) dwelling units; and (ii) Common Elements. The Common Elements are described in Article 8 below. The dwelling units are all included in one (1) building, known as the Phase II Building, or Center Building, and consist of five (5) individual dwelling units (hereinafter referred to as "Units"), all as more fully described below. The Phase II Units are constructed with similar basic materials as the Phase I Units, and are of a similar form and design. 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 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 Act.

(b) The five (5) individual dwelling Units are each three (3) stories over parking level. The basic floor plans for all of the aforementioned dwelling Units are more particularly shown on the Plans referenced above, which Plans are incorporated herein in the same manner as if expressly set forth in this Section 5 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 set forth in Section 5.5 of the Master Deed, shall constitute a complete description of the Units within the Regime.

(c) The individual dwelling Unit types are the same types as the Phase I Units with minor variations. Accordingly, the Phase II Unit types are more particularly described by the Architect's "walk-through" descriptions attached to this Amendment as Exhibit "D".

6. **AREA COMPRISING PROPERTY.**

(a) The land comprising Phase II has a total of approximately 1.6 acres on which is situated one (1) residential building occupying approximately 11,761.20 square feet and the remaining approximately 57,934.80 square feet is made up of parking, sidewalks, outside landscape areas and other Common Elements. The Units within the Building are located on three (3) floors over a parking level.

(b) The total land of the Regime, subsequent to the filing of this Amendment and including the Phase II Property, has a total of 3.4 acres of which approximately 26,136 square feet will be occupied by Units and approximately 121,968 square feet will be occupied by Common Elements.

7. **UNIT TYPES / NUMBERING SYSTEM.** The three (3) basic types of Units in Phase II are the same three (3) basic types described and set forth in the Master Deed. The types of Units are known as the Kensington, the Ashborough, and the Berkeley, and all are on three (3) floors. The construction drawings may refer to these plans as the B, C and M, respectively, and with each Type there are reverse plans, e.g., sometimes referred as B-1 and B-2; C-1 and C-2; and M-1 and M-2. The five (5) Units are located and numbered, from south to north, as follows:

<u>Unit No.</u>	<u>Type</u>	<u>Approximate Square Footage of Unit</u>
136 South Shore Drive	Ashborough (C-2)	4386 Sq. Ft.
138 South Shore Drive	Kensington (B-2)	4194 Sq. Ft.
140 South Shore Drive	Ashborough (C-1)	5029 Sq. Ft.
142 South Shore Drive	Kensington (B-1)	4232 Sq. Ft.
144 South Shore Drive	Berkeley (M-1)	4596 Sq. Ft.

Note:

The mailing address for each of the Phase II Townhomes at South Shore is the same as the condominium Unit description, e.g., 140 South Shore Drive, Hilton Head Island, South Carolina 29928.

8. **COMMON ELEMENTS.** The Common Elements of the Property, both General and Limited, and including both Phases shall be as set forth in the Master Deed, the provisions of which, (to wit, Sections 7.1, 7.2 and 7.3 of the Master Deed) are incorporated herein and made a part hereof in the same manner as if the same were expressly set forth, except as may be herein modified or amended.

9. **PERCENTAGE INTEREST.** 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 (All Phases) of the Regime and their share in the profits and Common Expenses as well as proportionate representation for voting purposes in the meeting of **The Townhomes at South Shore Owners' Association** (hereinafter usually referred to as "Association") of the Regime is based upon the proportionate statutory value of each Unit to the statutory value of the total Regime as set forth in Exhibit "C" 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 "C" hereto shall not be altered without the acquiescence of the Co-Owners (and

mortgagees of mortgages encumbering the Units) representing all of the Units expressed in a duly-recorded amendment to the Master Deed for such Regime or by an amendment filed by the Declarant in accordance with the reservations set forth in the Master Deed, as amended.

10. **DECLARANT RESERVATION OF RIGHTS.** Reference is made to Section 9 of the original Master Deed concerning certain Declarant rights which have been reserved and which continue to be reserved by the Declarant, all as more particularly described in said Master Deed.

11. **ADMINISTRATION AND BYLAWS.** Reference is made to Section 12 of the original Master Deed and the By-Laws attached as Exhibit "D" to said Master Deed as it relates to the administration and operation of the Regime and membership of the Association.

12. **GENERAL PLAN OF DEVELOPMENT.** Reference is made to Section 8 of the original Master Deed wherein the general plan of development of Declarant was summarized. With this Amendment, the phasing of the Regime includes a total of eleven (11) dwelling units. Declarant reserves the right to further amend the Master Deed for bringing in additional Phases in one or more stages, or sub-stages.

13. **TIME SHARING/INTERVAL AND FRACTIONAL OWNERSHIP.** The Declarant herein subjects the Phase II Property of the 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 the Leamington section of Palmetto Dunes Resort, and such dwelling Units shall not be utilized for purposes of time sharing or interval ownership, time sharing or interval leases, fractional interests 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, i.e., the South Carolina Vacation Time Sharing Act and the South Carolina Multiple Ownership Act.

14. **USES OF UNITS.** Reference is made to Section 5.7 of the original Master Deed as it relates to uses of the Units. Reference is also made to Section 16 of the original Master Deed regarding the recorded Covenants applicable to the Units. The Units in the regime are designated as Class B-3 (Sustained Occupancy Structures) with Two (2) or more Dwelling Units (pursuant to the provisions of Section 2-1 of said Covenants).

15. **LIMITED WARRANTY.** The following Section is taken from the Purchase Agreement form by and between Declarant and all initial purchasers for Units within Phase II of the Regime. The purpose of reproducing said Section relating to warranties herein in this Amendment is to provide actual notice to successors-in-title to original purchasers:

"At closing, Seller shall transfer to the Association, 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 accommodations and facilities 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 or its 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 or replace the defective portion

of the Property. This 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, EXPRESSED 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."

16. **MISCELLANEOUS.** The purpose of this Amendment is to add the Phase II Property to the Regime so as to make it an integral part of said Regime. All provisions of the Master Deed establishing the Regime as recorded in the Office of the Register of Deeds 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 in this Amendment. In case any of the provisions stated above conflict with mandatory provisions, the provisions of the Act 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 this Amendment shall continue in full force and effect as if such invalid provision had never been included therein.

17. **BEACH MANAGEMENT ACT DISCLOSURE.** The Property which is the subject of this Amendment is located, in whole or in part, seaward of the Setback Line as established by the South Carolina Coastal Council and S.C. Code Sections 48-39-270 through 360, as amended effective June 25, 1990 ("Beach Protection Act" or "the Act"). As required by the Act, the following information concerning the location and circumstances of the Property is hereby disclosed by the Declarant:

The proximity and location of the Setback Line, the Base Line and the Velocity Zone applicable to the Property are as shown on the plat referenced on Exhibit "A". The seaward corners of the proposed habitable structures to be constructed upon the Property and the most recently published Annual Erosion Rate made available by the South Carolina Coastal Council are also depicted upon such plat. Reference must be made to the Act itself regarding the significance of these lines and disclosures, as well as the potential for movement and relocation of the lines in the future.

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IN WITNESS WHEREOF, GREENWOOD DEVELOPMENT CORPORATION., a South Carolina corporation, has caused these presents to be executed this 21st day of December, 2000.

SIGNED, SEALED AND
DELIVERED
IN THE PRESENCE OF:

Gale K Trantham
Carolyn F. Randall

GREENWOOD DEVELOPMENT CORPORATION
a South Carolina Corporation

By: Julian J. Nexsen
Attest: Charles W. Pigg

STATE OF SOUTH CAROLINA)
)
COUNTY OF Greenwood)
)
ACKNOWLEDGMENT

I, Carolyn F. Randall, do hereby certify that
Julian J. Nexsen and Charles W. Pigg, as officers on behalf of GREENWOOD
DEVELOPMENT CORPORATION, a South Carolina corporation, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21st day of December, 2000.

Carolyn F. Randall (SEAL)
Notary Public for South Carolina
My Commission Expires: **February 4, 2008**

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

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THE TOWNHOMES AT SOUTH SHORE HPR

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"B"	Architect's Certificate
"C"	Statutory Percentage of Interest
"D"	Floor Plans, Elevations, and Walk Through Descriptions

(203992.3)

EXHIBIT "A"
TO
FIRST AMENDMENT TO MASTER DEED OF
THE TOWNHOMES AT SOUTH SHORE
HORIZONTAL PROPERTY REGIME
(PHASE II)

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, having and containing 1.6 acres, more or less, shown and described as Phase II on the plat entitled "As-Built Survey, **The Townhomes at South Shore Horizontal Property Regime Phases I and II**", which plat was prepared by Hussey, Gay, Bell & DeYoung, Consulting Engineers and certified to by James M. Sims, R.L.S. (S.C.) #13169, which said plat is dated June 30, 1999, as revised December 6, 2000, and is recorded in the Land Records of Beaufort County, South Carolina, in Plat Book 77 at Page 91. The property is described by courses and distances, metes and bounds, as follows, to-wit:

To find the Point of Beginning commence at the concrete monument which marks the intersection of the centerline of Ocean Lane, a 60' foot right-of-way and the centerline of Queens Way, and proceeding from said Point of Commencement S 46°43'07" W for 171 feet to a point; thence proceeding along a curve in a southwesterly direction said curve having a delta angle of 18°00'00", a radius of 542.99, a chord bearing of S 55°47'07"W for a chord distance of 169.89 feet to a point; thence proceeding S 25°12'54" E for a distance of 30 feet to a point; thence proceeding S 64°47'06" W for a distance of 184 feet to a point; thence proceeding along a curve in a southwesterly direction, said curve having a delta angle of 30°35'16", a radius of 300.00, a chord bearing of S 49°29'29" W for a chord distance of 158.26 feet; thence proceeding S 34°11'50" W for a distance of 130.83 feet to a concrete monument; thence proceeding S 42°02'40" E for a distance of 201.91 feet to a concrete monument; thence proceeding S 87°02'40" E for a distance of 113.14 feet to a concrete monument; thence proceeding S 42°02'40" E for a distance of 18.62 feet to a point; thence proceeding S 47°57'20" W for a distance of 97 feet to a point; thence proceeding S 42°02'40" E for a distance of 44 feet to a point; thence proceeding S 47°57'20" W for a distance of 259 feet to a point; thence proceeding S 42°02'40" E for a distance of 106.95 feet to a point; thence proceeding S 68°04'34" W for a distance of 37.13 feet to a point; thence proceeding along a curve in a southwesterly direction, said curve having a radius of 73.00, a bearing of S 32°14'31"W, for a distance of 76.19 feet to a point; thence proceeding along a curve in a southwesterly direction, said curve having a radius of 21.69 feet, a bearing of S 36°50'12" W for a distance of 13.25 feet; thence proceeding along a curve in a southwesterly direction said curve having a radius of 80, a chord bearing of S 26°44'23" W, for a distance of 42.47 feet; thence proceeding along a curve in a southwesterly direction, said curve having a radius of 177.67 feet, a chord bearing of S 53°52'14" W for a distance of 73.94 feet; thence proceeding S 65°47'31" W for a distance of 14.79 feet to the point along South Shore Drive which marks the Point of Beginning for the Phase II Parcel, from said Point of Beginning proceeding S42°02'40"E for a distance of 294.65 feet to a point which marks the Survey Tie Line; thence proceeding along the Survey Tie Line S43°40'06"W for a distance of 204.16 feet to a point; thence proceeding N42°02'40"W for a distance of 299.61 feet to a point; thence proceeding along a curve in a northwesterly direction, said curve having a radius of 281.35, a chord bearing of N55°42'54"W for a chord distance of 27.57feet to a point thence proceeding along a curve in a northeasterly direction,

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The Townhomes at South Shore Horizontal Property Regime
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said curve having a radius of 75.93 feet, a chord bearing of N55°13'36"E for a distance of 47.01 feet; thence proceeding along a curve in a northeasterly direction, said curve having a radius of 95.12 feet, a chord bearing of N51°14'33"E for a distance of 72.11 feet; thence proceeding N29°31'23"E for a distance of 58.19 feet; thence proceeding along a curve in a northeasterly direction, said curve having a radius of 8.10 feet, a chord bearing of N47°39'27"E for a distance of 5.13 feet to the point which marks the **Point of Beginning**.

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

The portion of the above property as described above lying eastward of the Survey Tie Line up to and including the high water mark of the Atlantic Ocean is being submitted to The Townhomes at South Shore Horizontal Property Regime without warranty of title and subject to all rights of the State of South Carolina in and to said area.

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

SAVE AND EXCEPT THEREFROM, title to and ownership of all water and sewer lines located on said Parcels or hereafter installed thereon, together with all pipes, pumps, pumping stations, or other equipment or facilities located thereon.

EXCEPT THEREFROM, the right of ingress and egress over and across all roads and walkways shown on the above described plat of The Townhomes at South Shore Horizontal Property Regime, 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 and all construction related activities on the adjacent and nearby properties of Declarant, to wit the balance of Parcels 5, 6 and 7 of Leamington.

FURTHER, the Declarant expressly reserves the right to complete the construction on the Property per Paragraph 14.4 of the Master Deed, and to improve the aforementioned Property by clearing, tree pruning, constructing improvements to the Units and Limited Common Elements, additional parking and common facilities, including, but not necessarily limited to recreational facilities, drainage facilities, and the like, pertaining to The Townhomes at South Shore Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to install lines, equipment and facilities for utility and drainage 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, the above property is submitted to The Townhomes at South Shore 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 1642, as amended by the Supplemental Declarations recorded in Deed Book 502 at Page 1138, Deed Book 512 at Page 610, Deed Book 529 at Page 1290, Deed Book 541 at Page 1782, and by Amendment to Declaration recorded April 2, 1990, in Deed Book 550 at Page 321, and by Supplemental Declarations recorded in Deed Book 552 at Page 907, Deed Book 619 at Page 1087, Deed Book 793 at Page 1202, and by First Amendment to Supplemental Declaration recorded in Book 982 at Page 148, and Limited Warranty Deed of Common Properties, recorded in Book 996 at Page 1743, and Assignment of Rights Under Leamington Covenants, recorded in Book 996 at Page 1754, and as amended by the Second Amendment to Leamington Covenants recorded in

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The Townhomes at South Shore Horizontal Property Regime
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Book 1255 at Page 463, and the Third Amendment to Leamington Covenants recorded in Book 1274 at Page 1176, and all further amendments thereto.

FURTHER, the above property is submitted to The Townhomes at South Shore 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, Palmetto Electric Cooperative, Adelphia Cablevision, Hargray Telephone Company or Leamington Owners' Association, Inc., of record in the RMC Office for Beaufort County, South Carolina, as well as the rights, if any, of the public acquired by the previous adverse use or by virtue of local custom with respect to the special nature of seaside beaches, to use any part of the land seaward of the natural line of vegetation or the extreme highwater line, as a public beach or recreation area.

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 Townhomes at South Shore Horizontal Property Regime which are more particularly described above, for the use, benefit and to be incident to the ownership of the above described Property, as applicable, and any portions thereof, or any condominiums 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 RMC Office for Beaufort County, South Carolina, in Deed Book 292 at Page 143.

FUTURE PHASE PROPERTY

The Future Phase Property as referenced in Article 8 of the Master Deed is described as follows:

All those certain pieces, parcels or tracts of land situate, lying and being in the Leamington Section of Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina, having and containing 4.1 acres (including the area lying eastward of the Survey Tie Line), more or less, shown and described as "Future Phase Property, 1.67 Ac", and "Future Property Phase III, 2.43 Ac" on the plat entitled "As-Built Survey, The Townhomes at South Shore Horizontal Property Regime Phase I and II", which plat was prepared by Hussey, Gay, Bell & DeYoung, Consulting Engineers and certified to by James M. Sims, R.L.S. (S.C.) #13169, which said plat is dated June 30, 1999, as revised December 6, 2000 and is recorded in the Land Records of Beaufort County, South Carolina, in Plat Book 71 at Page 91. For a description by courses and distances, metes and bounds, reference is made to the Plat of record.

(204764.3) 01595-34606

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The Townhomes at South Shore Horizontal Property Regime
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EXHIBIT "A-1"
TO
FIRST AMENDMENT TO MASTER DEED OF
THE TOWNHOMES AT SOUTH SHORE
HORIZONTAL PROPERTY REGIME

DESCRIPTION OF LAND (PHASES I AND II)

ALL those certain pieces, parcels or tracts of land situated, lying and being on Hilton Head Island, Beaufort County, South Carolina generally known as Phases I and II of The Townhomes at South Shore Horizontal Property Regime consisting of one parcel containing 1.8 acres, more or less (Phase I), and another parcel containing 1.6 acres, more or less (Phase II), said parcels being shown and described on the plat entitled "As-Built Survey, The Townhomes at South Shore Horizontal Property Regime Phase I and II", which plat was prepared by Hussey, Gay, Bell & DeYoung, Consulting Engineers and certified to by James M. Sims, R.L.S. (S.C.) #13169, which said plat is dated June 30, 1999, as revised December 6, 2000, and is recorded in the Land Records of Beaufort County, South Carolina, in Plat Book 77 at Page 91. The property is described by courses and distances, metes and bounds, as follows, to-wit:

To find the **Point of Beginning** commence at the concrete monument which marks the intersection of the centerline of Ocean Lane, a 60' foot right-of-way and the centerline of Queens Way, and proceeding from said Point of Commencement S 46°43'07" W for 171 feet to a point; thence proceeding along a curve in a southwesterly direction said curve having a delta angle of 18°00'00", a radius of 542.99, a chord bearing of S 55°47'07"W for a chord distance of 169.89 feet to a point; thence proceeding S 25°12'54" E for a distance of 30 feet to a point; thence proceeding S 64°47'06" W for a distance of 184 feet to a point; thence proceeding along a curve in a southwesterly direction, said curve having a delta angle of 30°35'16", a radius of 300.00, a chord bearing of S 49°29'29" W for a chord distance of 158.26 feet; thence proceeding S 34°11'50" W for a distance of 130.83 feet to a concrete monument; thence proceeding S 42°02'40" E for a distance of 201.91 feet to a concrete monument; thence proceeding S 87°02'40" E for a distance of 113.14 feet to a concrete monument; thence proceeding S 42°02'40" E for a distance of 18.62 feet to a point; thence proceeding S 47°57'20" W for a distance of 97 feet to a point; thence proceeding S 42°02'40" E for a distance of 44 feet to a point; thence proceeding S 47°57'20" W for a distance of 259 feet to a point; thence proceeding S 42°02'40" E for a distance of 106.95 feet to a point which point marks the **Point of Beginning**. From said **Point of Beginning** proceed S42°02'40"E for a distance of 284.12 feet to a point which marks the Survey Tie Line; thence proceeding along the Survey Tie Line S43°40'06"W for a distance of 448.33 feet to a point; thence proceeding N42°02'40"W for a distance of 299.61 feet to a point; thence proceeding along a curve in a northwesterly direction, said curve having a radius of 281.35, a chord bearing of N55°42'54"W for a chord distance of 27.57feet to a point thence proceeding along a curve in a northeasterly direction, said curve having a radius of 75.93 feet, a chord bearing of N55°13'36"E for a distance of 47.01 feet; thence proceeding along a curve in a northeasterly direction, said curve having a radius of 95.12 feet, a chord bearing of N51°14'33"E for a distance of 72.11feet; thence proceeding N29°31'23"E for a distance of 58.19 feet; thence proceeding along a curve in a northeasterly direction, said curve having a radius of 8.10 feet, a chord bearing of N47°39'27"E for a distance of 5.13 feet; thence proceeding N65°47'31"E for a distance of 14.79 feet to a point along South Shore Drive; thence proceeding along a curve in a northeasterly direction, said curve having a radius of 177.67 feet, a chord bearing of N53°52'14"E for a distance of 73.94 feet; thence proceeding along a curve in a northeasterly direction said curve having a chord bearing of N26°44'23"E, a radius of 80 for a distance of 42.47 feet; thence proceeding along a curve in a northeasterly direction, said

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curve having a radius of 21.69 feet, a bearing of N36°50'12"E for a distance of 13.25 feet; thence proceeding along a curve in a northeasterly direction, said curve having a radius of 73.00, a bearing of N32°14'31"E, for a distance of 76.19 feet to a point; thence proceeding N68°04'34"E for a distance of 37.13 feet to the point which marks the **Point of Beginning**.

In the event of any discrepancy between the above description and the aforementioned plat of record, said plat shall be controlling.

{204769 3} 01595-34606

Exhibit "A-1" to First Amendment to Master Deed of
The Townhomes at South Shore Horizontal Property Regime
Page - 2 -

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

1084

BJ&G:CSG/KMP
FINAL

**EXHIBIT "B"
TO
FIRST AMENDMENT TO MASTER DEED OF
THE TOWNHOMES AT SOUTH SHORE
HORIZONTAL PROPERTY REGIME**

PHASE II

ARCHITECT'S CERTIFICATE

This is to certify that Phase II of The Townhomes at South Shore Horizontal Property Regime, consisting of the five (5) Units numbered as follows: 136 (Ashborough), 138 (Kensington), 140 (Ashborough), 142 (Kensington), and 144 (Berkeley) South Shore Drive, are built substantially in accordance with the floor plans referenced, on Exhibit "D", said Plans recorded in the Beaufort County, South Carolina Land Records in ~~Book~~ Book 77 at Page 91, except for minor variations which are customary in projects of this nature.

GROUP III ARCHITECTURE

By: Orin M. Cott

S.C. Registration # 3015

Certified to this 19th
day of December, 2000.

Ellen Y. Cullen (L.S.)
Notary Public for South Carolina

My Commission Expires: 3-10-10

{204770.3} 01595-346

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

Exhibit "B" to First Amendment to Master Deed of
The Townhomes at South Shore Horizontal Property Regime
Page - 1 -

**EXHIBIT "C"
TO
FIRST AMENDMENT TO MASTER DEED OF
THE TOWNHOMES AT SOUTH SHORE
HORIZONTAL PROPERTY REGIME**

PHASE II

**PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS
AND VALUE FOR SOUTH CAROLINA STATUTORY PURPOSES**

Reference is made to Article 11 of the Master Deed of The Townhomes at South Shore Horizontal Property Regime. It is noted that the percentage interests, for purposes of the South Carolina Horizontal Property Act, appurtenant to each Residence of the Regime shall be established in accordance with the following formula:

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

"P" = Percentage Interest of each Unit.

"V" = Valuation of the respective Units as set forth herein.

"A" = Aggregate Valuation of all Units existing in the Regime and added to the Regime as provided by the Master Deed.

A. UNIT TYPES - STATUTORY VALUES

Set forth are the following statutory valuations for the three (3) different types of Units:

<u>Unit Type</u>	<u>Statutory Value</u>
Kensington Type (B-1 and B-2)	= \$17,800
Ashborough Type (C-1 and C-2)	= \$19,260
Berkeley Type (M-1 and M-2)	= \$17,800

Exhibit "C" to First Amendment to Master Deed of
The Townhomes at South Shore Horizontal Property Regime
Page - 1 -

B. COMPOSITE CHART 1 - ALL UNITS PART OF REGIME

Subsequent to the filing of this Amendment to Master Deed for certain Units, the total number of Units by Type and Percentage Interest is as follows:

<u>Unit Type</u>	<u>Statutory Value</u>	<u>Total # of Units</u>	<u>Individual % Interest</u>	<u>Total % Percentage</u>
1. Kensington (B)	\$17,800	4	8.83%	35.32%
2. Ashborough (C)	\$19,260	4	9.55%	38.20%
3. Berkeley (M)	<u>\$17,800</u>	<u>3</u>	<u>8.83%</u>	<u>26.49%</u>
Total Phase I and II: \$201,640		11		100.00%

C. TOTAL VALUE - PHASE I AND II

The total statutory value of the five (5) Phase II Units only is \$91,920. The total statutory value for the Property in Phase I and Phase II is \$201,640.

In the event Declarant elects to further expand the Regime as provided for in the Master Deed, all Units added to the Regime shall have the same statutory valuations as set forth above; provided, however, that Declarant does reserve the right to modify floor plans for Future Phase units and, in such event, the statutory valuation may vary. Reference is made to the Master Deed for projected valuations and percentage interests for potential future phases.

Note: 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 does not total one hundred (100%) percent, the amount necessary to bring such total to one hundred (100%) percent shall be allocated by the Board of Directors or its designated Manager.

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

{204771.3} 01595-346

Exhibit "C" to First Amendment to Master Deed of
The Townhomes at South Shore Horizontal Property Regime
Page - 2 -

1087
BJ&G:CSG
FINAL

EXHIBIT "D"
TO
FIRST AMENDMENT TO MASTER DEED OF
THE TOWNHOMES AT SOUTH SHORE HORIZONTAL PROPERTY REGIME
(PHASE II)

FLOOR PLANS AND ELEVATIONS

The following floor plans and elevations pertaining to the Townhomes at South Shore Horizontal Property Regime(Phase II) are attached to, and made a part of this First Amendment, and were recorded in the Beaufort County Register of Deeds in Plat Book 77 at Page 91.

Sheet Nos.	Description
A 105 through A 119	Ground and Roof Plans; 1 st & 2 nd Floor Plans; Third Floor Plan for Units 136-144
A 202 through A 208	Elevations for Units 136-144

The above listing does not represent all of the plans and specifications for this Phase. A complete set of plans would include additional building sections, plumbing, electrical, foundation and structural detail. A complete set of plans will be available at the office of the Architect, Group III Architecture, or the offices of the Declarant. Said plans, for the most part are originally dated June 16, 1999 and have varying revision dates depending on the sheet in question. The above plans were prepared by Group III Architecture, Richard M. Clanton, SC Registered Architect No. 3105, and for the most part bear Project No. L.068.04.

WALK THROUGH DESCRIPTIONS

The Ashborough Unit Type

a. Unit C-1- (140 South Shore Drive)

The total heated square footage of this Unit is approximately 4607 square feet; first floor, 1837 square feet; second floor, 1729 square feet; and the third floor, 1041 square feet.

The ground floor has two garage doors to enter the Garage (1295.60 square feet), in between which lies the Service Courtyard (66.28 square feet). The remainder of the ground floor is the Elevator (10.48 square feet), Stairs (29.0 square feet) to the first floor, and Storage spaces (670.41 square feet).

On the front of the home is a Porch (262.66 square feet) that leads to a center Foyer (118.66 square feet) with a Dining Room (191.44 square feet) on the left, and a Den/Bedroom #2 (182.50 square feet)

Exhibit "D" to First Amendment to Master Deed of
The Townhomes at South Shore Horizontal Property Regime
Page 1

on the right. Walking forward from the foyer is a Hall (48 square feet) which on the left has a Closet (14.66 square feet), and an Elevator (20 square feet) and Bath #2 (82.19 square feet) on the right. Bath #2 has a lavatory, water closet, and shower. Beyond the hall is a Stair Hall (221.75 square feet) which accesses the stairs coming up from the ground floor, up to the second floor, and the Great Room (399.27 square feet). Adjacent to the left of the stair hall is the Kitchen (148.88 square feet) that has a center island, cabinets, and appliances. The kitchen accesses a Pantry (45.47 square feet), that leads to the dining room, and a Circular Staircase (39.59 square feet) that goes up to the second floor. Located behind the kitchen is a Breakfast Area (128.65 square feet) which has access to a Covered Porch (125.22 square feet) and the Rear Porch (453.70 square feet).

Coming up to the second floor the Master Bedroom (344.25 square feet) with a rear Covered Porch (128.57 square feet) is located on the right. The master bedroom accesses a Master Bath (183.29 square feet), which has two lavatories, whirlpool tub, shower, and water closet; followed by a Master Closet (102.86 square feet). Turning left from the stairs is a Hall (202.63 square feet) flanked by an Elevator (20 square feet) and a Circular stair (14.45 square feet) along with two closets. A Laundry Room (103.33 square feet) is located at the end of the hall with Bedroom #4 (186.25 square feet) on the left and Bedroom #3 (187.50 square feet) on the right. Off of Bedroom #4 is Bath #4 (51.70 square feet) and a Walk in Closet (20.76 square feet), while bedroom #3 has access to Bath #3 (48.81 square feet) and a Closet (13.49 square feet).

The third floor stair Hall (132.4 square feet) leads to a living area (562.8 square feet) with two closets on the right with an additional closet and Bath #5 (105.8 square feet) on the left. Going left from the stair hall you pass the elevator on the left and a living area on the right. The living area (348.5 square feet) has two closets and access to Bath #6 (55 square feet). The stair hall terminates at an Office (128.4 square feet) which access the mechanical area.

b. Unit C-2 (136 South Shore Drive)

The total heated square footage of this Unit is approximately 4418 square feet; first floor, 1868 square feet; second floor, 1864 square feet; and the third floor, 686 square feet. The C-2 Unit is identical in description to the C-1 Unit with the exception of the following: on the first floor the Breakfast Area is (262 square feet) while the second floor Master Bath (267.8 square feet) and the Master Closet (133.9 square feet) are the only exceptions.

The third floor starts at the Stair Hall (131.54 square feet) and then proceeds to the right, which leads to the elevator and access to the mechanical area. On the left of the stair hall is a Living Area (455.9 square feet) which has two closets (26.9 square feet), and access to Bath #5 (51.67 square feet). Bath #5 has a lavatory, water closet, and tub/shower.

The Berkeley Unit Type

a. Unit M-1(144 South Shore Drive)

The total heated square footage of this Unit is approximately 3912 square feet; first floor; 1963 square feet; second floor, 1360 square feet; and the third floor, 589 square feet.

Entering the ground floor at the Garage (1054.10 square feet), the Service Courtyard (40.68 square feet) is on the left. Besides the Stairs (65.81 square feet) to the first floor and the Elevator (16.0 square feet) the remainder of the ground floor is Storage (632.33 square feet).

Upon stepping from the Front Porch (148.27 square feet) into the Entry Hall (199.46 square feet) that extends past the kitchen, dining, and staircase back to the great room; which has access to a Rear Port (458.6 square feet). Off to the left side of the entry hall is the Kitchen (218.5 square feet) which has a breakfast area, cabinets, appliances, and a pass through to the Dining Room (199.7 square feet), located behind the kitchen. The kitchen also accesses a Pantry closet (26.89 square feet). The entry hall ends at a two story Great Room (409.98 square feet), which accesses the Covered Porch (285.92 square feet) and Rear Porch (174.31 square feet). After passing a Hall (20.93 square feet) on the right that leads to the Laundry Room (37.34 square feet), with a washer and dryer, and a Powder Room (35.88 square feet) the entry hall goes past a set of stacked Stairs (67.83 square feet), that lead up from the ground floor and up to the second floor. Where the entry hall terminates at the Great Room is a Hall with an elevator (29.94 square feet); from this hall is access to the Master Bedroom (251.33 square feet). The master bedroom opens up onto the rear porch and the master suite. The master suite has a Wardrobe Closet (94.13 square feet), and a Master Bath (179.91 square feet) with two lavatories, a dressing table, water closet, whirlpool tub, and shower.

After climbing the stair to the second floor one steps into a Hall/Loft (217 square feet), that accesses all the second floor rooms, stairs to the third floor, and looks down into the Great Room. To the right of the staircase is a Hall (31.93 square feet) with an elevator and a door into Bedroom #2 (232.39 square feet). Bedroom #2 has a Wardrobe closet (53 square feet) and Bath #2 (125 square feet) which has two lavatories, whirlpool tub, shower, and water closet. On the left of the staircase and down at the end of the hall is Bedroom #3 (248.47 square feet). Bedroom #3 accesses a Walk in Closet (29.83 square feet) and Bath #3 (48.56 square feet), which has a lavatory, water closet, and tub. Directly across from the stairs and accessible from the left area is a Study (216 square feet). Directly across from the stairs is Bedroom #4 (209 square feet) which has a closet (14.13 square feet) and has a pair of doors that overlooks the great room. Bedroom #4 access Bath #4 (59.5 square feet) which has a lavatory, water closet, and walk in shower.

The third floor starts at the Stair Hall (99.5 square feet), which includes the elevator and access to the mechanical area. To the right is a Living Area (414.5 square feet) that has a closet (17.16 square feet) and access to Bath #5 (100.8 square feet), which has a lavatory, water closet, linen closet and a tub/shower.

The Kensington Unit Type

a. Unit B-1 (142 South Shore Drive)

The total heated square foot age of this Unit is approximately 4106 square feet; the first floor, 1671 square feet; second floor, 1729 square feet; the third floor, 706 square feet.

The Garage (1209.64 square feet) on the ground floor is flanked on the right by the Service Courtyard (75.39 square feet), Stairs (36.48 square feet) to the first floor, and an Elevator (16.0 square feet). The remainder of the ground floor is Storage (257.68 square feet).

Upon passing the Front Porch (307.70 square feet), and entering the two story Foyer (125.0 square feet), there is a Dining room (286.0 square feet) to the left. Continuing straight through the foyer is a Hall (83.16 square feet) with a Powder Room (70 square feet) and closet, to the left, the stairs to the ground floor and Elevator (16 square feet) to the right. To the left of the dining room is a Laundry Room (54.54 square feet) and a Butler's Pantry (38.50 square feet). Behind the butler's pantry is the Kitchen (187.21 square feet) which has cabinets, appliances, and a Pantry (29.59 square feet). Behind the kitchen is located the Breakfast Area (156.90 square feet) which accesses the Covered Porch (329.43 square feet) and rear Porch (186.41 square feet). From the breakfast area moving to the right is the Great Room (465.66 square feet).

The stairs in the foyer lead to a second floor Hall (110.33 square feet) which has a storage Closet (14.00 square feet), Closet (22.0 square feet) under the stairs to the third floor, and an Elevator (16 square feet). Proceeding down the hall on the right is the Master Bedroom (389.85 square feet). The Master Bedroom accesses two Wardrobe Closets (each 46.50 square feet) and the Master Bath (169.14 square feet) which has two lavatories, whirlpool tub, shower, and water closet. Located at the end of the hall on the left is Bedroom #2 (285.41 square feet) and on the right Bedroom #3 (246.38 square feet). Bedroom #2 has access to a Closet (15.66 square feet) and Bath #2 (57.50 square feet); which has a lavatory, water closet, and tub. Bedroom #3 has access to a Walk in Closet (23.52 square feet) and Bath #3 (52.52 square feet); which has a lavatory, water closet, and tub. Both Bedroom #2 and Bedroom #3 have access to Covered Porches; bedroom #2 (69.13 square feet) and bedroom #3 (56.60 square feet).

The third floor starts at the Stair Hall (119 square feet); to the right is the elevator while to the left is the access to the mechanical area. Straight ahead of the stairs is the Living Area (437 square feet) which has one Closet (33.4 square feet) and access to Bath #4. Bath #4 (66.7 square feet) has a lavatory, water closet, and tub/shower.

b. B-2 (138 South Shore Drive)

The total heated square footage of this Unit is approximately 4047 square feet; the first floor, 1671 square feet; second floor, 1729 square feet; and the third floor, 647 square feet. The B-2 Unit is virtually identical to the B-1 Unit insofar as a walk through description, with the exception of the third floor variations noted below.

The third floor starts at the Stair Hall (69.8 square feet); to the left is the elevator and the access to the mechanical area. Straight ahead of the stairs is the living area (442 square feet) which has one Closet (28.6 square feet) and access to Bath #4. Bath #4 (61.4 square feet) has a lavatory, water closet, and tub/shower.

Note: All square footage references are approximations. These Floor Plans are subject to change in Future Phase Buildings.

{232502.3} 01595-346-06

BTH

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P.M.D.
DEAUFORT COUNTY, S.C. 053

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