Buist, Byars & Taylor, LLC 652 Coleman Blvd. 2012080098 Suite 200

Mt. Pleasant, SC 20404 STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON



NINTH AMENDMENT TO MASTER DEED OF THE PEOPLES BUILDING HORIZONTAL PROPERTY REGIME (BOOK D389, PAGE 250)

#### **RECITALS**

WHEREAS, the Master Deed of The Peoples Building Horizontal Property Regime was recorded in the RMC Office for Charleston County on November 29, 2001, in Book D389, Page 250; and

WHEREAS, the Master Deed of The Peoples Building Horizontal Property Regime has been amended by First Amendment to Master Deed dated April 2, 2002, and recorded in the RMC Office for Charleston County in Book A402, Page 360; by Second Amendment to Master Deed dated May 31, 2002, and recorded in the RMC Office for Charleston County in Book J408, Page 107; by Third Amendment to Master Deed dated November 14, 2002, and recorded in the RMC Office for Charleston County in Book F439, Page 271; by Fourth Amendment to Master Deed dated December 23, 2003, and recorded in the RMC Office for Charleston County in Book D480, Page 845; by Fifth Amendment to Master Deed dated August 2, 2004, and recorded in the RMC Office for Charleston County in Book P549, Page 091; by Sixth Amendment to Master Deed dated September 15, 2004, and recorded in the RMC Office for Charleston County in Book D512, Page 841; by Seventh Amendment to Master Deed dated July 12, 2005, and recorded in the RMC Office for Charleston County in Book D512, Page 841; by Eighth Amendment to Master Deed dated July 25, 2005, and recorded in the RMC Office for Charleston County in Book P549, Page 553. The Master Deed of The Peoples Building Horizontal Property Regime was recorded in the RMC Office for Charleston County on November 29, 2001, in Book D389, Page 250, the First Amendment, The Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment and The Eighth Amendment collectively hereinafter, the "Master Deed"; and

WHEREAS, Candace G. Martin (hereinafter, "Martin") is the owner of Unit No. C101 in The Peoples Building Horizontal Property Regime and East Bay Land Co. LLC (hereinafter, "East Bay Land Co.") is the owner of Unit No. C102 in The Peoples Building Horizontal Property Regime; and

WHEREAS, Martin and East Bay Land. Co. wish to change, modify, re-subdivide and reconfigure their respective Units, Unit C101 and Unit C102, The Peoples Building Horizontal Property Regime, so as to increase the total square footage of Unit C101 to 2,369 square feet (from 1,959 square feet based on the Master Deed) and decrease the total square footage of Unit C102 to 1,713 square feet (from 2,123 square feet based on the Master Deed) without otherwise changing the configuration of any other Units in The Peoples Building Horizontal Property Regime or without any change to any General Common Elements or any Limited Common Element of The Peoples Building Horizontal Property Regime; and

WHEREAS, with the consent of the respective mortgage holders as to Unit C101 and as to Unit C102 and with the consent of the persons signed hereinbelow which constitute owners of at least two-thirds of the Units and at least two-thirds of the total interest in the General Common Elements and the Limited Common Elements and the record holders of encumbrances affecting such Units as required for amendment of the Master Deed pursuant to Section XXVII of the Master Deed of The Peoples Building Horizontal Property Regime recorded in Book D389, Page 250; and

WHEREAS, the undersigned wish to amend the Master Deed (i) to change the "Description and Maintenance of Units and General and Limited Common Elements" as set forth in Article V, Section B, "Commercial Units" paragraphs 1 and 2 as to Unit C101 and C102, (ii) to substitute for the Exhibit C "Ground Level Floor Plan" attached to the Master Deed recorded in Book D389, Page 250 (on page 305 thereof) a new Exhibit C "Ground Level Floor Plan" attached to this Ninth Amendment which shall depict Unit C101 and Unit C102 following the change, modification, re-subdivision and reconfiguration by and between Martin and East Bay Land Co of Unit C101 and Unit C102, (iii) to change the definition of "Easement Area" as set forth subsection "Ground Floor" on page 270 of the Master Deed recorded in Book D389, Page 250, in Article V, Section E, 2. "Commercial Floors" as same affects Unit C101 and Unit C-102, (iv) attach an engineer's certificate as required by South Carolina Code § 27-31-110 (1976 as amended), and (v) attach a supplemental Exhibit D to show the amended unit value and percentage interest as to Unit C101 and Unit C102 following the changes, modifications, resubdivisions and reconfiguration of said Units C101 and C102 pursuant to this Ninth Amendment to the Master Deed of The Peoples Building Horizontal Property Regime.

NOW, THEREFORE, in consideration of the promises contained herein, the undersigned Unit owners in The Peoples Building Horizontal Property Regime, with the consent of their mortgage lien encumbrancers, hereby agree that the Master Deed is hereby amended as follows:

- 1. Attached hereto is Exhibit A which is entitled "DEPICTING CHANGES IN UNITS C-101 & C-102 RESULTING IN THE RECONFIGURATION OF SAID UNITS". Exhibit A shows the changes, modifications, re-subdivisions and reconfiguration in Unit C101, Unit C102 and the Easement Area by this Ninth Amendment.
- 2. Article V, Section B, paragraph 1 of the Master Deed recorded in Book D389, Page 250 is deleted and the new description of Unit C101 shall henceforth be as follows:
  - Unit C101. This commercial Unit contains approximately 2,369 total square feet, including a rest room and Easement Area (as defined below) as shown on the attached floor plans to this Ninth Amendment and fronts the corner of Broad and State Streets.
- 3. Article V, Section A, paragraph 2 of the Master Deed recorded in Book D389, Page 250 is deleted and the description of Unit C102 as set forth hereinbelow shall be inserted.
  - **Unit C102**. This commercial Unit contains approximately 1,713 total square feet, including a restroom as shown on the attached floor plans to this Ninth Amendment and fronts State Street.
- 4. Article V, Section E, 2 "Commercial Floors" sub-section "Ground Floor" of the Master Deed recorded in Book D389, Page 250 is deleted and is replaced by following:

"The owner(s) of Unit C102 and the Association shall enjoy exclusive appurtenant, perpetual easement rights over the Easement Area, as shown on the attached floor plans, of pedestrian ingress and egress to and from the General Common Area of 247 square feet on and over that "EASEMENT AREA FOR UNIT C-102 TO GAIN ACCESS TO C.A." located in Unit C101 ("Easement Area"). If Unit C102 is subdivided, all owners of the Units contained in the space where Unit C102 is depicted in the attached floor plans shall enjoy said easement rights over the Easement Area. Said easement on any over the Easement Area is an exclusive and commercial easement in gross, which runs with the title to Unit C102 and any Unit derived from subdividing and/or combining Unit C102 with other Units. The use of the Easement area shall be exclusively for the owner(s) of Units C101 and C102, including any subdivision or combination of said Units, and their guests and invitees, and for the Association. If Units C101 and C102 are combined into one Unit, the Easement area shall terminate. That "Easement Area" as defined in the Master Deed recorded in Book D389, Page 250 and as depicted on Exhibit C "Ground Level Floor Plan" attached to the Master Deed recorded in Book D389, Page 250 (on page 305 thereof) is hereby terminated by the replacement of the definition of the "Easement Area" above in this Ninth Amendment and by the depiction of the "EASEMENT AREA FOR UNIT C-102 TO GAIN ACCESS TO C.A." on Exhibit B attached to this Ninth Amendment.

- 5. The Ground Level Floor Plan attached hereto as Exhibit B, as said floor plan describes and depicts Unit C101, Unit C102 and the Easement Area as said Units and Easement Area are changed, modified, re-subdivided and reconfigured by this Ninth Amendment to Master Deed, to the extent of the descriptions and depictions of Unit C101, Unit C102 and the Easement Area, shall replace Exhibit C "Ground Level Floor Plan" attached to the Master Deed recorded in Book D389, Page 250 (on page 305 thereof) as same graphically depicts Unit C101, Unit C102 and the Easement Area. However, except as to the graphic depiction of Unit C101, Unit C102 and the Easement Area, Exhibit C "Ground Level Floor Plan" attached to the Master Deed recorded in Book D389, Page 250 (on page 305 thereof) shall remain unchanged as to Unit C103 and the General Common Areas shown on said Exhibit C, Ground Level Floor Plan.
- 6. Attached hereto as Exhibit C is the engineer's certificate as required pursuant to South Carolina Code § 27-31-110 (1976 as amended).
- 7. Attached hereto as Exhibit D is an amendment to Exhibit D of the Master Deed recorded in Book D389, Page 250, which is to depict the type of Unit, quantity of Units, Unit Value, Total Value, and Percentage Ownership of the undivided percentage interests in the Common Elements as to Unit C101 and Unit C102, only, as same are amended by this Ninth Amendment to Master Deed. Prior to this Ninth Amendment the original Unit Value of Unit C101 was \$657,416.23 and the original Unit Value of Unit C102 was \$712,452.61 for total

Value of the two Units of \$1,369,898.84. Therefore, the change, modification, re-subdivision and reconfiguration in Unit C101 by increasing the total Value of said Unit C101 to \$795,007.17. the change modification, re-subdivision and reconfiguration in Unit C102 by decreasing the total Value of said Unit C102 to \$574,861.67 by this Ninth Amendment to Master Deed does not change the total Value of both Units combined which following this Ninth Amendment remains at a total Value of \$1,369,868.84. Prior to this Ninth Amendment the original total square feet of Unit C101 was 1,959 square feet and the original total square feet of Unit C102 was 2,123 square feet for total square feet of the two Units of 4,082 square feet. Therefore, the change, modification, re-subdivision and reconfiguration in Unit C101 by increasing the total square feet of said Unit C101 to 2,369 square feet, the change modification, re-subdivision and reconfiguration in Unit C102 by decreasing the total square feet of said Unit C102 to 1,713 square feet by this Ninth Amendment to Master Deed does not change the total square footage of both Units combined which following this Ninth Amendment remains at total square feet of 4,082 square feet. Prior to this Ninth Amendment the Percentage of Ownership of Unit C101 was 0.04014756 and the Percentage of Ownership of Unit C102 was 0.04340856 for a total Percentage of Ownership of these two units of 0.08365612. Therefore, the change, modification, re-subdivision and reconfiguration in Unit C101 by increasing the Percentage of Ownership of said Unit C101 to 0.04855006, the change modification, re-subdivision and reconfiguration in Unit C102 by decreasing the Percentage of Ownership of said Unit C102 to 0.03510606 by this Ninth Amendment to Master Deed does not change the total Percentage of Ownership of both Units combined which following this Ninth Amendment remains at a total Percentage of Ownership of 0.08365612.

#### **AS TO UNIT C101**

IN WITNESS WHEREOF, the undersigned has hereunto set his/her/its hand and seal this // day of, 2012.	9 Pg 158
WITNESSES:	: pg 5 *
Candace G. Martin	
STATE OF SOUTH CAROLINA	

**COUNTY OF CHARLESTON** 

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Candace G. Martin, as to Unit C101, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this // day of

Notary Public for South Carolina

My Commission Expires: 8 1/1.

#### **AS TO UNIT C102**

IN WITNESS WHEREOF, the und seal this \( \frac{1}{2} \) day of \( \frac{2}{2} \) Plw Pev	dersigned has hereunto set his/her/its hand and _, 2012.
WITHESSES:	East Bay Land Co., LLC
Muhba	By: George V. Kefavos

Its:

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that East Bay Land Co., LLC by George J. Kefalos, its Member, as to Unit C102, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 4 day of 2012

Notary Public for South C My Commission Expires:

AS TO UNIT 801/901
IN WITNESS WHEREOF, the undersigned has hereunto set his/her/its hand and seal this
WITNESSES:
Min Sough TERRY HERVING
STATE OF SC COUNTY OF Charleston
L the undersigned Notary Public for the State of South Carolina, do hereby certify

that \( \frac{1\cappa n \cappa n \cappa

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_\_

Notary Public for Carolina My Commission Expires: 3730114

My Commission Expires May 30, 2016



#### AS TO UNITS 201A, 201B and 201C a/k/a C201A, C201B, AND C201C

IN WITNESS WHEREOF, the undersigned has hereunto set his/her/its hand and seal this 2th day of September, 2012.

WITNESSES:

Susan C. Rosen

STATE OF <u>South Campling</u> COUNTY OF <u>Charleston</u>

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Susan C. Rosen, as to Units 201A, 201B, 201C a/k/a C201A, C201B, and C201C, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this

net in com

Notary Public for <u>SOUTI</u>
My Commission Expires:

#### AS TO UNITS 301A, 301B, 301C, 301D a/k/a C301A, C301B, C301C, C301D

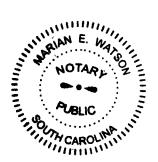
seal this 19 day of September	, 2012.
WITNESSES:	
James & Santa	GREYSTAR GP LLC, a Delaware limited liability companies.  By:
Mark R	Its: Vice Assident
STATE OF SCRUTN COUNTY OF CHANGESTON	

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Greystar GP, LLC, a Delaware limited liability company by South A. Chillon its Nice Resident as to Units 301A, 301B, 301C, 301D a/k/a C301A, C301B, C301C and C301D, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 1911 day of september 2012

Notary Public for

My Commission Expires: H-03-207



#### AS TO UNITS 401A, 401B, 401C, 401D a/k/a C401A, C401B, C401C, C401D

IN WITNESS WHEREOF, the undersigned has hereunto set his/her/its hand and seal this 19 day of \_\_\_\_\_\_\_, 2012.

WITNESSES:

Greystar Real Estate Partners, LLC, a Delaware limited liability company

By:\_\_

Its: Vice President & CFO

STATE OF SOUTH COUNTY OF CHAPLESTON

Subscribed to and sworn before me this 19th day of Sprember 2012

Notary Public for

My Commission Expires: 11-03-202

NOTARL 2

SWIN

#### AS TO UNIT 101M a/k/a M101

IN WITNESS	WHEREOF, the	undersigned	has hereunto	set	his/her/its	hand	and
seal this 22 day of	OCTOPIL	, 2012.					

WITNESSES:

Lisa M. Lescoil

COUNTY OF CHANKSON

Redbreast Properties, LLC, a South Carolina limited liability company

By:

Its: MEmber

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Redbreast Properties, LLC, a South Carolina limited liability company, as to Unit 101M a/k/a M101, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this Zz day of cross 2012

Notary Public for

My Commission Expires:

#### AS TO UNIT R701(A)

IN WITNESS WHEREOF, the undersigned has hereunto set his/her/its hand and seal this // Kday of October, 2012.

STATE OF

COUNTY OF

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that William Reid Sanders, as to Unit R701(A), personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this Robay of October, 2012

Notary Public for Morassee

My Commission Expires: April

MY COMM. EXP. APRIL 30, 2013

#### AS TO UNIT R701(B)

WITNESSES:

Peninsula View, LLC

example William R.S.

Its: <u>Member</u>

STATE OF NEW YORK
COUNTY OF BYEEN

NEWYORK (E)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Peninsula View, LLC, as to Unit R701(B), personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this // Mday of Crosen, 2012

By \*William R. Sandus, 2ts. Memier

See Notary Signature below

Notary Public for NEW YORK, STATE

My Commission Expires: 07/19/ 20/4

CARLOS FOR ICHE ESPANA
Notany To be State of New York
Qualified in Queens County
Feg. No. 0, ES6225142

#### As to Units C101 and C102

#### **CONSENT**

The undersigned, being the first mortgagee of the Units listed above owned by Candace G. Martin and East Bay Land Co., LLC, hereby consents to the within Amendment. The mortgage was recorded in Book 0045 at Page 166 on April 2, 2009.

Harbor National Bank

By: Juan Wall

Its: 500 + Cco

STATE OF SC
COUNTY OF Charle bear

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Harbor National Bank by Rym weak a its 500 + Cco

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 14 to the company of the c

My Commission Expires:

## As to Units 301A, 301B, 301C, 301D a/k/a C301A, C301B, C301C, C301D

#### **CONSENT**

The undersigned, being the first mortgagee of the Units listed above owned by Greystar GP, L.L.C., hereby consents to the within Amendment. The mortgage was recorded in Book R549 at Page 75 on August 16, 2005.

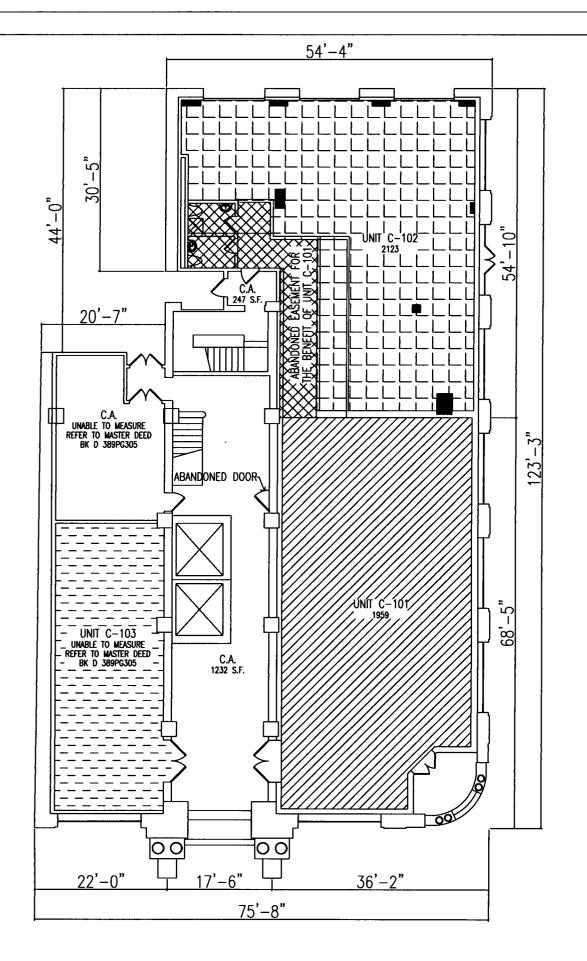
WITNESSES:	
	NBSC a division of Synovus Bank
Whitney Wright Weller	By: Wish Its: Vice President
STATE OF South Carolina COUNTY OF Charleston	
that NBSC a division of Synovus Bank by Vice President	or the State of South Carolina, do hereby certify  Kevin E Lee its
acknowledged the due execution of the for	regoing instrument.
Subscribed to and sworn before me	e this <u>14</u> day of <b>Septembe</b> , 2012
Minning.	abolita
BARTOW	Notary Public for State of South Carolina My Commission Expires: 9-27-21
COM EXA . 7	My Commission Expires: 9-27-21
ADTAPL TE	
PARC	
OUTH CAROLLIN	
TH CAROLLI	
"Million"	

#### As to Unit 101M a/k/a M101

### **CONSENT**

The undersigned, being the first mortgagee of the Units listed above owned by Redbreast Properties, LLC, hereby consents to the within Amendment. The mortgage was recorded in Book 0169 at Page 540 on February 1, 2011.

WITNESSES:	SunTrust Bank
Dunner Steen	By: Bull Officer
STATE OF <u>South Casolina</u> COUNTY OF <u>Chasleston</u>	
that SunTrust Bank by	the State of South Carolina, do hereby certify its Bank d before me this day and acknowledged the
Subscribed to and sworn before me	this 17th day of October, 2012
NOTARY NOTARY CAROLINATION	Notary Public for Action And Y My Commission Expires: Univ 23, 2020



FXHIBIT A

SCALE: 1/16" = 1'-0"

DEPICTING CHANGES IN UNITS C-101 & C-102 RESULTING IN RECONFIGURATION OF SAID UNITS

COMMON AREA (C.A.) UNABLE TO DETERMINE TOTAL

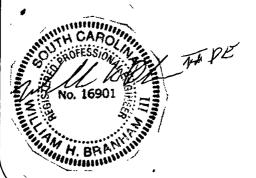
EASEMENT AREAS

COMMERCIAL AREA (UNITS C-101 & C-102 ONLY)

TOTAL GROSS BUILDING (GROUND FLOOR)

4082 S.F. 8092 S.F. RMC Bk 0289 Pg 158: pg 17

ALL DIMENSIONS INDICATED ARE APPROXIMATE









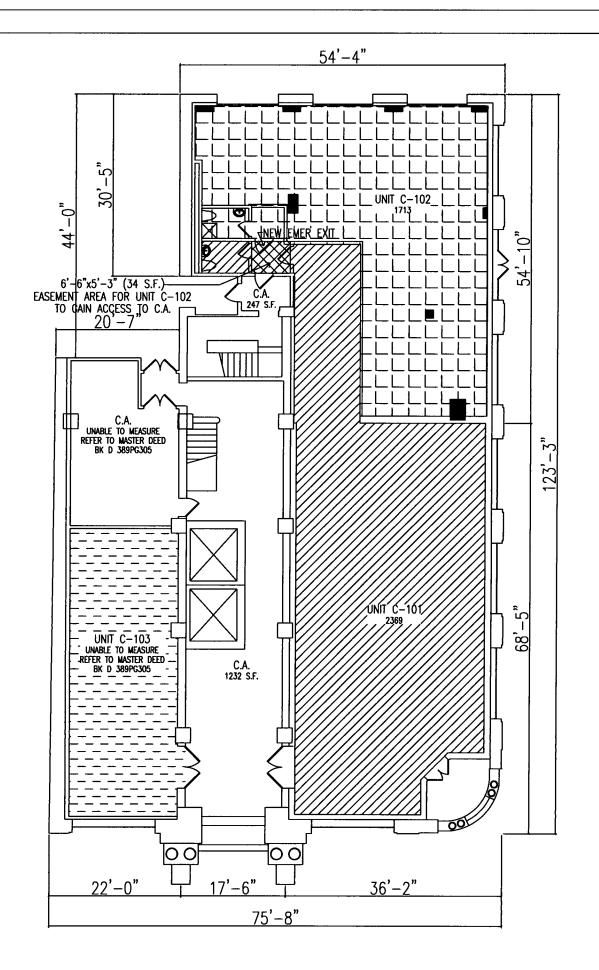


EXHIBIT B

SCALE: 1/16" = 1'-0"

UNIT C-101, UNIT C-102, & EASEMENT AREA RECONFIGURATION BY THE 9TH AMENDMENT TO THE PEOPLES BUILDING HORIZONTAL PROPERTY REGIME MASTER DEED

COMMON AREA (C.A.) UNABLE TO DETERMINE TOTAL

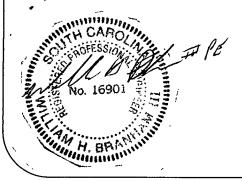
EASEMENT AREAS

COMMERCIAL AREA (UNITS C-101 & C-102 ONLY)

TOTAL GROSS BUILDING (GROUND FLOOR)

4082 S.F. 8092 S.F. RMC Bk 0289 Pg 158: pg 18

ALL DIMENSIONS INDICATED ARE APPROXIMATE









#### **EXHIBIT C**

# NINTH AMENDMENT TO MASTER DEED OF THE PEOPLES BUILDING HORIZONTAL PROPERTY REGIME

#### **ENGINEER'S CERTIFICATE**

The undersigned Engineer, William H. Branham, III, PE, Registration No. 16901, authorized and licensed to practice in the State of South Carolina, hereby certifies pursuant to Section 27-31-110, Code of Laws of South Carolina, that the plans of The Peoples Building Horizontal Property Regime identified below, fully and accurately, within reasonable construction tolerances, depict the dimensions, layout, area and location of the Common Elements of the building and Units shown thereon:

"Floor Plans for Commercial Unit C-101 and Commercial Unit C-102, The Peoples Building Horizontal Property Regime, marked Exhibit A and Exhibit B.

Witness my Hand and Seal this 22nd day of October, 2012

WITNESSETH:

William H. Branham, III

Registration No. 16901

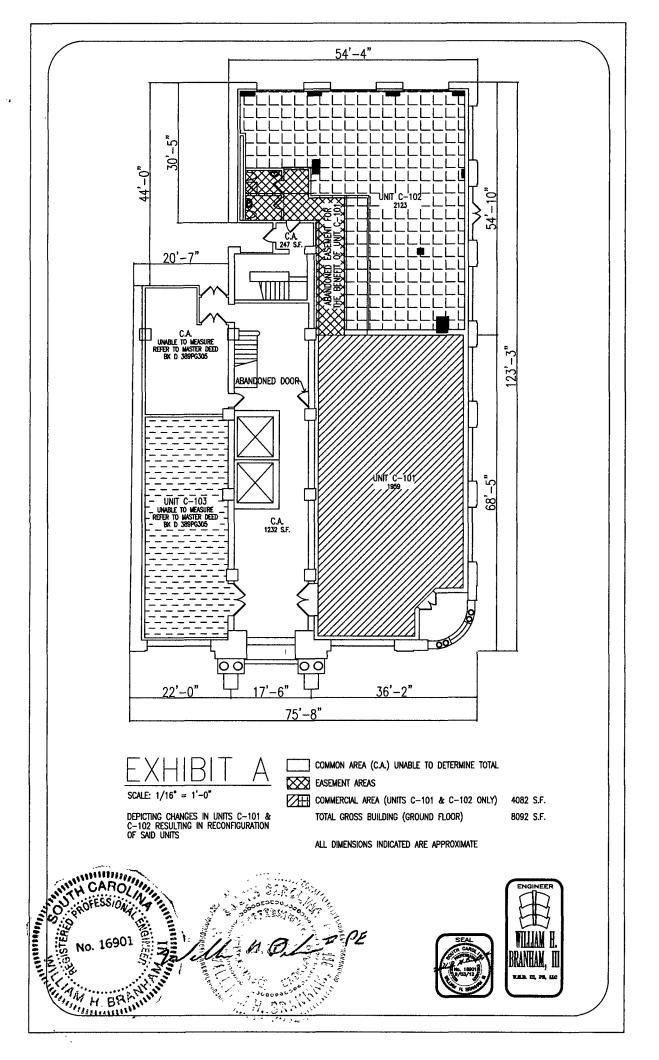
Exhibit D

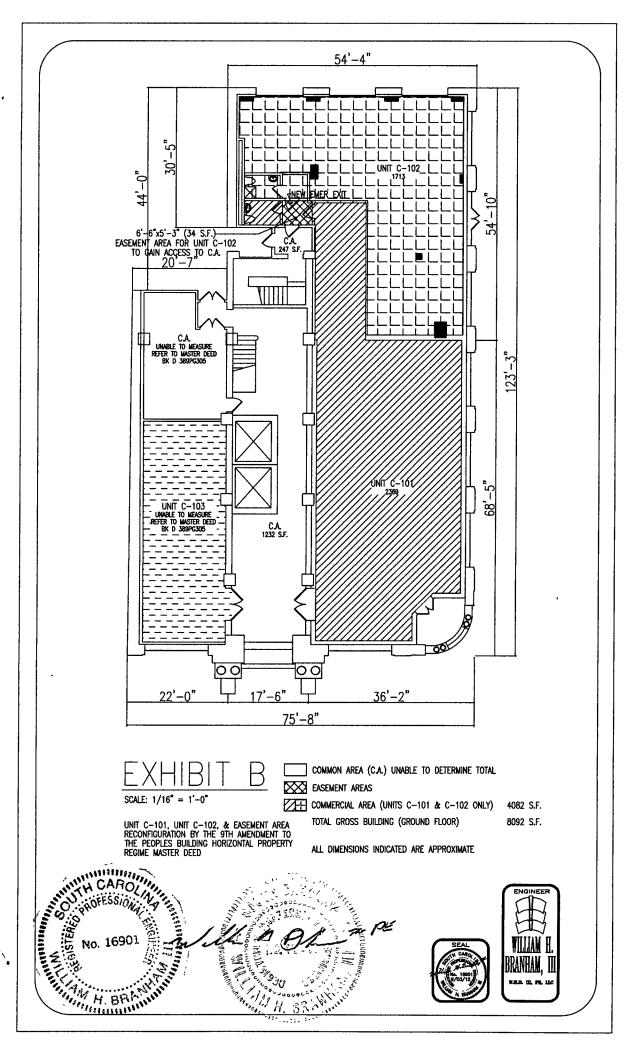
To Ninth Amendment to Master Deed as to Unit C101 and Unit C102 only.

# This Exhibit D is not applicable to any other Units in The Peoples Building Horizontal Property Regime except Unit C101 and Unit C102.

Type of Unit	Qty	Unit Value	Total Value	Percentage of Ownership
C101	1	\$795,007.17	\$795,007.17	0.04855006
C102	1	\$574,861.67	\$574,861.67	0.03510606
•				
TOTAL UNITS	2	\$1,369,868.84	\$1,369,868.84	0.08365612
C101 & C102				

0101 00 010-





# **RECORDER'S PAGE**

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Charlie Lybrand, Register Charleston County, SC

# of Pages:

Filed By:

BUIST, BYARS, & TAYLOR, LLC 652 COLEMAN BLVD.

**SUITE 200** 

MT. PLEASANT SC 29464-4018

MAKER:

PEOPLES BLDG HPR

Note:

**RECIPIENT:** 

NA

**Original Book:** 

D389

**Original Page:** 

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Recording Fee \$ 10.00 State Fee -County Fee Extra Pages \$ 18.00 Postage \$ Chattel \$

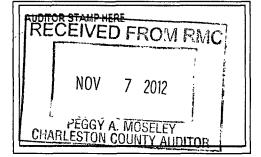
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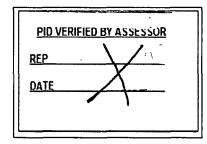
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