MASTER DEED OF

GROVE PARK AT GRAND OAKS PLANTATION

HORIZONTAL PROPERTY REGIME

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STATE OF SOUTH CAROLINA) MASTER DEED
) OF GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON) HORIZONTAL PROPERTY REGIME

WHEREAS, Grove Park Condominiums, LLC (the "Developer") is a South Carolina limited liability company having its principal place of business located at 227 Haddrell Street, Mt. Pleasant, South Carolina 29464; and

WHEREAS, the Developer is the owner of that certain real property more fully described in **Exhibit** "A" attached hereto located within the community known as Grand Oaks Plantation, in the City of Charleston, Charleston County, South Carolina (the "Land"); and

WHEREAS, the Developer intends to construct certain improvements on the Land; and

WHEREAS, the Developer now deems it appropriate to organize a horizontal property regime by duly executing and recording this Master Deed in the RMC Office for Charleston County, South Carolina; and

WHEREAS, the Developer desires to reserve the right to construct additional improvements upon additional Land (sometimes referred to as "Future Expansion") in phases in Developer's sole discretion and to submit such improvements and Land, if any, to the horizontal property regime being organized pursuant to this Master Deed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Developer hereby submits the Land more fully described in Exhibit "A" attached hereto and all improvements located thereon, together with all easements, rights and appurtenances there unto belonging, to the provisions of Sections 27-31-10 et seq. of the South Carolina Code of Laws (1976) and hereby creates thereon a horizontal property regime (sometimes termed "condominium ownership") to be known as GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME, subject to the following:

ARTICLE I

Definitions

Section 1.1 <u>Definitions.</u> Unless defined herein or unless the context requires otherwise, the words defined in Section 27-31-20, <u>South Carolina Code of Laws</u> (1976), when used in this Master Deed or any amendment hereto, will have the meaning therein provided. The following words, as well as other defined terms set forth herein, when used in this Master Deed or any amendment or supplement hereto, unless the context requires otherwise, will be deemed to include the singular and plural forms as the context requires and have the following meanings:

- "Assessment" means the amount assessed against an Owner and his Unit from time to time by the Association in the manner provided herein.
- "Assigned Value" means the value assigned to each Unit in accordance with Exhibit "D" attached hereto and utilized for purposes of computing the Percentage Interest appurtenant to such Unit, which Assigned Value will not constitute the sales price of the Unit or be relied upon as a representation of the actual value of the Unit.
- "Annual Assessment Period" means the fiscal year of the Association established by the Association's Board of Directors.
- "Association" means Grove Park at Grand Oaks Plantation Property Owners Association, Inc. being an association of and limited to Owners of the Units located in the Regime in the form of a nonprofit, non-stock membership association which will be incorporated in accordance with the Article of Incorporation attached hereto as Exhibit "E."
- "Board of Directors" or "Board" means the Board of Directors of the Association, and "director" or "directors" means a member or members of the Board.
- "Building" means a structure or structures containing in the aggregate two or more Units comprising a part of the Regime.
- "By-Laws" means the By-Laws of the Association attached hereto as Exhibit "F," as amended from time to time in accordance with the terms of the By-Laws and this Master Deed.
- "Common Area" means all of the Regime property after excluding the Units and those items mentioned and defined as "General Common Elements" in Section 27-31-20 (f) of the South Carolina Code, (1976), including the following:
 - 1. Easements through Units for conduits, ducts, plumbing, chimneys, wiring, and other facilities for the furnishing of utility services to Units and the Common Areas; provided, however, such easements through a Unit will be only according to the Plans for the Building, or as the Building is constructed unless otherwise approved by the Unit Owner.
 - 2. An easement of support in every portion of a Unit which contributes to the support of a Building.
 - 3. Easements through the Units and Common Areas for maintenance, repair and replacement of the Units and Common Areas.
 - 4. Installation for the furnishing of utility services to more than one Unit or to the Common Areas or to a Unit other than the one containing the installation, which

installation will include ducts, plumbing, wiring, and other facilities for the rendering of such services.

5. The tangible personal property required for the maintenance and operation of the Unit, even though owned by the Association.

"Common Expense(s)" means (a) all expenses incident to the administration of the Association and maintenance, repair and replacement of the Common Area and the Limited Common Area, after excluding there from such expenses which are the responsibility of an Owner; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners; (c) expenses declared to be Common Expenses by the Condominium Act or the Regime Documents; and (d) reasonable reserves established for the payment of any of the foregoing.

"Condominium" means that form of ownership established by the provision of the Act under which space intended for independent use is owned by an Owner or Owners in fee simple and the part of the Property other than such independently owned spaces are owned by such Owners in undivided interest, which undivided interest are appurtenances to the respective independently owned spaces.

"Condominium Act" or "Act" means the Horizontal Property Act of South Carolina, South Carolina Code of Laws (1976), Section 27-31-10 to Section 27-31-300, as may be amended from time to time.

"Developer" means Grove Park Condominiums, LLC, a South Carolina limited liability company, its successors and assigns.

"Institutional Mortgage" will mean and refer to a first lien Mortgage (prior to all other Mortgage liens) held by a bank, trust company, insurance company, or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation. Such term will also mean and refer to the holder of any Mortgage securing a loan made by Developer, its affiliates, successors, or assigns

"Land" means the initial development Land which is described in Exhibit "A" attached hereto, as said exhibit may be amended from time to time in accordance with the provisions of this Master Deed to add to the Regime any additional Land at the discretion of the Developer.

"Limited Common Area" means that portion of the Common Area set aside and allocated for the exclusive use of the Owner of the Unit to which attached or assigned and those items mentioned or defined as "Limited Common Elements" in Section 27-31-20(g) of the South Carolina Code(1976), and will include that portion of any Common Area that is pierced by the Unit's interior stairs, if any; the Unit's chimney structure and flue, if any; exterior stairs exclusively serving the Unit, if any; air conditioner units and condensers, hot water heaters and propane gas tanks located

outside of the Unit, and the spaces occupied by same; and any balcony, deck or patio adjacent to the Unit.

"Master Deed" means this document, as amended from time to time.

"Member" means each Owner who is a member of the Association.

"Mortgage" will mean and refer to a mortgage, security deed, deed of trust, installment land sales contract, or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Unit.

"Mortgagee" will mean and refer to the holder of a Mortgage.

"Owner" means the record owner, whether one or more persons, of fee simple title in and to any Unit; excluding, however, those persons having such interest merely as security for the performance of an obligation.

"Percentage Interest" means the undivided percentage interest owned by each Owner as a tenant-in-common in the Common Areas. "Total Percentage Interest" means the aggregate of all the Percentage Interests.

"Plans" mean and include the site plan and the floor plans of the Project which are filed as an attachment to this Master Deed showing the boundaries of the Land, the horizontal and vertical location of the improvements and amenities of the Project thereon and certified by a licensed engineer or architect in accordance with the provisions of the Condominium Act.

"Project" or "Property" means, collectively, the Land, the Buildings and all other improvements and structures located thereon, and all easements, rights and appurtenances belonging thereto, submitted to the Condominium Act by this Master Deed, as amended from time to time in accordance with the provisions hereof.

"Regime" means the horizontal property regime established by this Master Deed, including all appurtenances and incidents of ownership attendant therewith.

"Regime Documents" means and includes this Master Deed, all Exhibits hereto, the Articles of Incorporation of the Association, the By-Laws and the Rules and Regulations, all as amended from time to time in accordance with the provisions thereof or in accordance with the laws of the State of South Carolina.

"Residential Units" means that part of the Project intended principally for residential use by an Owner, situate within the Unit boundaries described in Exhibit "B" attached hereto, as amended from time to time in accordance with the provisions of this Master Deed and constituting an "apartment" as defined in the Condominium Act. Each Unit will be identified in Exhibit "C" attached hereto by a specific letter, number or combination thereof, which identification will be

sufficient to identify the Unit for all purposes. "Residential Unit" will also mean all the components of ownership held by an Owner, including not only the rights and interests of the Owner in and to the Unit, but also the rights of use of an undivided interest in the Common Area.

"Rules and Regulations" means the rules and regulations from time to time promulgated by the Board of Directors governing the use of the Common Areas and Units.

"Transition Period" means the time period commencing on the date of recording of this Master Deed and ending on the earlier of:

- 1. One Hundred Twenty (120) months; or
- 2. Three (3) months after the conveyance in the ordinary course of business of ninety percent (90%) of the maximum number of Units to be contained in all phases of the Project to persons other than the Developer; or
- 3. Three (3) months following the date the Developer surrenders its authority as a Member of the Association to appoint and remove directors and officers of the Association by an express amendment to this Master Deed executed and filed of record by Developer.

"Trustee" means the Board of Directors acting as a fiduciary for the benefit of the Association and the Owners in holding certain funds and providing services as provided herein, or such bank or trust company authorized to do trust business in the State of South Carolina and appointed therefore by the Board of Directors.

"Units" or "Residential Units" means that part of the Project intended principally for residential use by an Owner, situate within the Unit boundaries described in Exhibit "B" attached hereto, as amended from time to time in accordance with the provisions of this Master Deed and constituting an "apartment" as defined in the Condominium Act. Each Unit will be identified in Exhibit "C" attached hereto by a specific letter, number or combination thereof, which identification will be sufficient to identify the Unit for all purposes. "Residential Unit" will also mean all the components of ownership held by an Owner, including not only the rights and interests of the Owner in and to the Unit, but also the rights of use of an undivided interest in the Common Area.

ARTICLE II

Administration

- Section 2.1 The Association. The administration of the Regime will be the responsibility of the Association, which will be made up of all the Owners of Units in the Regime. The Association and the Owners will be governed by the Regime Documents, as the same may be amended from time to time.
- Section 2.2 <u>Membership</u>. Each Owner of a Unit, including the Developer, will be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Unit and ownership of a Unit will be the sole qualification for such membership. In the event that fee title to a Unit is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto will automatically pass to such transferee, notwithstanding any failure of the transferr to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include any Mortgagee or any other person who holds an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate or otherwise affect an Owner's membership in the Association.
- Section 2.3 <u>Agreements</u>. The Association through its Board of Directors will be and hereby is authorized to enter into such contractual arrangements, including without limitation, management contracts, as it may deem necessary or desirable for the administration and operation of the Regime, subject, however, to the following limitations:
- (a) The Association will not enter into any contractual arrangement with a term of longer than two (2) years without the consent of a majority of the Members voting in person or by proxy, at a meeting duly called for the express purpose of approving such contractual arrangement; and
- (b) Any agreements entered into during the Transition Period will provide that such contractual arrangement is subject to termination without cause at any time after the expiration of the Transition Period without a penalty upon not more than ninety (90) days prior written notice from the Association, and failing to contain such a provision, the Association will not be bound directly or indirectly by such contractual arrangement.

Anything contained herein to the contrary notwithstanding, the following contracts will be exceptions to the provisions of Sections 2.3(a) and 2.3(b) above:

(1) Any contract with a utility company if the rates charged for the materials or services are subject to regulation by the South Carolina Public Service Commission; provided, however, that the term of the contract will not exceed the shortest term for which the utility will contract at the regulated rate in effect at the contract date;

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- (2) Any prepaid casualty and/or liability insurance policy with a term not to exceed three (3) years, provided that the policy permits short rate cancellation by the insured;
- (3) Any contract for cable television services and equipment or satellite dish television services and equipment for a term not to exceed five (5) years, provided the supplier is not an entity in which the Developer has a direct or indirect ownership interest of ten percent (10%) or more; and
- (4) Any contract for the sale or lease of burglar and/or fire alarm equipment, installation and/or services for a term not to exceed five (5) years, provided the supplier is not an entity in which the Developer has a direct or indirect ownership interest of ten percent (10%) or more.

Each Owner by acquiring or holding an interest in any Unit thereby ratifies and agrees to be bound by the terms and conditions of all such contractual arrangements entered into by the Board of Directors on behalf of the Association prior to the conveyance of the Unit or interest therein to such Owner.

- Section 2.4 <u>Books and Records</u>. The Association will keep full and accurate books of account and financial records showing all receipts and disbursements. In particular, the books will be maintained with a detailed account, in chronological order, of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Area as well as other expenditures incurred. Vouchers accrediting the entries made thereupon will also be maintained in chronological order.
- Section 2.5 <u>Financial Statements</u>. No later than 120 days after the close of any fiscal year of the Association, the Association will cause financial statements for such fiscal year to be prepared (but not necessarily certified) by a public accountant licensed in the State of South Carolina. Copies of these financial statements will be delivered by mail or personal delivery to each Owner.
- Section 2.6 Access to Information. The Association will make available to Owners of any Unit and to any Mortgagee current copies of the Regime Documents and the books, records, vouchers, contractual arrangements and financial statements of the Association. "Available" means available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association may charge reasonable copying costs for any requested copies or extracts. Any party entitled to the benefits of this Section 2.6 will be permitted to designate one or more agents who will be permitted to represent said party in connection with any and all reviews of the Regime Documents and books, records, contractual arrangements and financial statements of the Association.
- Section 2.7 <u>Rules and Regulations</u>. The Board of Directors will be entitled to promulgate reasonable Rules and Regulations from time to time, which will be binding on the Association and all Owners and lessees of Owners, their families, invitees and guests, regarding the use and

enjoyment of Units and Common Area. Copies of the current Rules and Regulations will be furnished to Owners and lessees of Owners upon request.

Section 2.8 <u>Professional Property Manager</u>. The Board of Directors may retain a professional property management company to manage the day-to-day affairs of the Association.

Section 2.9 <u>Collections and Remission of Optional Cable Television, Telephone and Other Charges; Master Utility Charges</u>. The Board of Directors will be entitled to collect fees charged to those Unit Owners who elect to receive any optional telephone service, television cable service, and/or other service made available to the Unit Owners through the Regime and remit the same to the provider thereof on behalf of such Unit Owners. Such elective costs and expenses will not be deemed a Common Expense hereunder, but will be charged to the Units Owners separately from their Assessment. Furthermore, the Board of Directors will pay any master utility meter charge, base cable to all Units, or other blanket utility fee for services to all units not otherwise separately metered or charged to individual Units. Such master cost and expense will be a Common Expense hereunder; provided, however, in the event actual costs exceed budgeted costs, such excess may be prorated and charged to the Units Owners separately from their Assessment, and will not require a Special Assessment or other extraordinary measure of collection.

ARTICLE III

Property Rights

- Section 3.1 <u>Units</u>. The Condominium consist initially of eight (8) Residential Units in One (1) building and the swimming pool and clubhouse has shown on **Exhibit B**. The Residential Units are designated as Units 1701, 1702, 1703, 1704, 1705, 1706, 1707 and 1708 as shown on **Exhibit C**. Each Unit will for all purposes constitute a separate parcel of real property which, subject to the provisions of this Master Deed, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of the Condominium Act and this Master Deed, will be entitled to the exclusive ownership and possession of his Unit.
- Section 3.2 <u>Description of Units</u>. The dimensions, area and location of the Units and club house and swimming pool are as set forth on Exhibit "B" and Exhibit "C" attached hereto and are generally intended to include the following:
- (a) In addition to the description of each Unit as may be seen by reference to exhibits attached hereto, each Residential contains all space within the area bounded by the unfinished interior surface of the perimeter walls, windows, window frames, doors and door frames and trim, and the lowest floor and the uppermost ceiling of such Unit. Bearing walls located within the interior of a Unit are Common Areas, not part of the Unit, except the finished surfaces thereof. Specifically included in each Unit are the finished surfaces of the Unit, paint, plaster, wallpaper (if any), tiles, paneling (if any), sheetrock or drywall material, acoustic or ceiling tile, carpeting, and interior non-load bearing walls contained within the boundaries of each Unit as shown on the floor

plans attached hereto, together with all interior doors, the main entrance door and frame, porch screens, windowpanes, window frames, sliding glass doorframes, sliding glass panels, window screen, light fixtures, installed bathroom and kitchen appliances, piping in connection therewith and installed heating and air condition devices and attachments measured from the interior of the Unit up to, but not including the point at which the unfinished surface of the lower most floor, upper most ceiling, and parametric walls of the Unit reach. The Owner of a Unit shall be responsible for the maintenance, repair and upkeep of the Unit and its appurtenances subject to the rules, regulations, covenants, and conditions set forth or incorporated herein by reference.

- (b) Each Residential Unit will include the electrical wiring, electrical fixtures, lighting fixtures, plumbing lines and plumbing fixtures heating, hot water and air conditioning apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit.
- Section 3.3 Modification of Units. The Developer, on behalf of itself, its successors and assigns, hereby reserves the right to modify or reconstitute, at any time and from time to time, one or more Residential owned by Developer or its affiliates without the consent of the Association or any Owner other than those who may be directly affected; provided, however, that the aggregate Percentage Interest assigned to the Units so affected will not change even though the same may be reallocated among such Units. If Developer makes any changes in Units pursuant to this Section 3.3, such changes will be reflected by an amendment of this Master Deed which will be duly recorded in the RMC Office for Charleston County. Such amendment will not require the consent of Owners other than the Developer.

Section 3.4 Common Area and Limited Common Area.

- (a) <u>Percentage Interest</u>. The Owners will own the Common Area as tenants-in-common, with each Unit having, appurtenant thereto, the Percentage Interest in the Common Areas set forth in **Exhibit "D"** attached hereto; provided, however, that the use of the Limited Common Area will be restricted as set forth in Section 3.4(e). The Percentage Interest appurtenant to each Unit has been determined by dividing the Assigned Value of the respective Unit as shown on **Exhibit "D"** by the aggregate Assigned Value of all Units as shown on **Exhibit "D."** The value assigned to any Unit in **Exhibit "D"** does not represent the sales price or market value of the Unit and will only be utilized for purposes of computing the Percentage Interest appurtenant to the respective Unit. In the event that additional phases are made a part of the Regime, such individual undivided interest in the Common Area shall be adjusted as provide in Exhibit D.
- (b) <u>Inseparability of Percentage Interests</u>. The Percentage Interest in the Common Area cannot be separated from the Unit to which it appertains and will be automatically conveyed or encumbered with the Unit even though such Percentage Interest is not expressly mentioned or described in the deed or other instruments.
- (c) <u>No Partition</u>. The Common Area will remain undivided and no right to partition the same or any part thereof will exist except as provided in the Condominium Act, the By-Laws and this Master Deed.

- (d) <u>Use of Common Area</u>. The Common Area will be used in accordance with the intended purposes without hindering the exercise of or encroaching upon the rights of other Owners. The Board of Directors will, if any question arises, determine the purpose for which a part of the Common Area is intended to be used. All Owners and lessees of Owners, their families, invitees and guests will abide by all Rules and Regulations from time to time in effect governing the use of the Common Area. The use of the Club House shall be restricted by Developer's use of same as a sales office under the terms and conditions set forth herein.
- (e) <u>Use of Limited Common Area</u>. Anything to the contrary contained herein notwithstanding, ownership of each Unit will entitle the Owner or Owners thereof to the exclusive use of the Limited Common Area adjacent and appurtenant to such Unit, which exclusive use may be delegated by such Owner to persons who reside in his Unit. All Owners and lessees of Owners, their families, invitees and guests will abide by all Rules and Regulations from time to time in effect governing the use of the Limited Common Area. An Owner will be responsible for maintenance and repair of the Limited Common Area appurtenant to his Unit as set forth in Article VIII, Section 8.3 below.
- (f) Reservation of Easements and Use and Expansion Rights. The Common Areas will be subject to all easements and use rights, if any, reserved by the Developer hereunder and the right of the Developer to expand the Regime by construction of additional Units pursuant to Article XII. Developer reserves its right to use the club house as a sale office under the terms and conditions set forth herein.
- Section 3.5 Status of Title of Project. The Developer represents to the Association and all the Owners that, as of the effective date hereof, the Developer has marketable, fee simple title to the Project. The rights and interests of all Owners in and to the Project will be subject only to (i) liens for real estate taxes for the current year and subsequent years; (ii) existing and/or recorded easements, conditions, covenants, declarations, reservations and restrictions including, without limitation, those set forth in this Master Deed; (iii) easements and use rights, if any, reserved by the Developer hereunder; and (iv) applicable governmental regulations, including zoning laws, which may be imposed upon the Project from time to time. Furthermore, the Project, including each Unit, the Common Area, and the Limited Common Area are further declared to be subject to the covenants, conditions, restrictions and easements under Grove Park at Grand Oaks Master Deed, By-Laws and Articles of Incorporation and any subsequent amendments thereto.
- Section 3.6 <u>Limited Wartanty From Developer</u>. FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF COMPLETION OF CONSTRUCTION (BEING THE LATER OF SUBSTANTIAL COMPLETION UNDER THE CONSTRUCTION CONTRACT, OR THE DATE A CERTIFICATE OF OCCUPANCY IS ISSUED THEREFORE, THE DEVELOPER SHALL AT NO COST TO THE ASSOCIATION REPAIR OR REPLACE (IN THE DEVELOPER'S DISCRETION) ANY PORTIONS OF THE COMMON AREA (EXCEPT FIXTURES, ACCESSORIES AND APPLIANCES COVERED BY SEPARATE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS) WHICH ARE DEFECTIVE AS TO MATERIALS OR

THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER WORKMANSHIP. CONTRACTUAL OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND THE DEVELOPER DISCLAIMS ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY. MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF THE DEVELOPER SHALL BE LIMITED TO SUCH REPAIR OR REPLACEMENT AND THE DEVELOPER SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE OUT OF THE LAW OF CONTRACT, TORT OR OTHERWISE, OR PURSUANT TO STATUTE OR ADMINISTRATIVE REGULATION. Each Owner, in accepting a deed from the Developer or any other party to a Unit, expressly acknowledges and agrees that this Section 3.6 establishes the sole liability of the Developer to the Association and the Owners related to defects in the Common Area and the remedies available with regard thereto. At the end of the one (1) year warranty period referred to herein above in this Section 3.6, the Developer will assign to the Association in writing all of its rights, claims, causes of action and demands which it has or which may thereafter accrue against all other people who may be responsible for the design and/or construction of the Common Area.

ARTICLE IV

Assessments

Section 4.1 <u>Creation of Lien and Personal Obligation for Assessments</u>. Each Unit is and will be subject to a lien and permanent charge in favor of the Association for the Assessments set forth herein. Each Assessment, together with interest thereon and cost of collection thereof as hereinafter provided, will be a permanent charge and continuing lien upon the Unit against which it relates, and will also be the joint and several personal obligation of each Owner of such Unit at the time the Assessment comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Unit, and each and every Owner by acquiring or holding an interest in any Unit thereby covenants to pay such amounts to the Association when the same will become due; provided, however, that no Owner acquiring title to any Unit at a foreclosure sale of any Institutional Mortgage, his successors and assigns, will have any personal obligation with respect to the portion of any Assessments (together with late charges, interest, fees and costs of collection) related to such Unit, the lien for which is subordinate to the lien of the Institutional Mortgage being foreclosed as provided in Section 4.7.

Section 4.2 Annual Assessments. At least thirty (30) days prior to the Association's next succeeding Annual Assessment Period the Board will adopt a budget for the next succeeding Annual Assessment Period by estimating the Common Expenses to be incurred during such Annual Assessment Period, including a reasonable allowance for contingencies and operating and replacement reserves, such budget to take into account the projected anticipated income which is to be applied in reduction of the amount to be collected as an assessment. Upon adoption of the budget,

a copy thereof will be delivered to each Owner. The Annual Assessment fixed against each Unit will be based upon said budget and in proportion to the respective Percentage Interests of each Unit subject to assessment, and the Board will give written notice to each Owner of the Annual Assessment fixed against his Unit for such next succeeding Annual Assessment Period; provided, however, the delivery of a copy of said budget will not be a condition precedent to an Owner's liability for payment of such Annual Assessment.

The Annual Assessment will **not** be used to pay for the following:

- (a) Casualty insurance of individual Owners on their possessions within the Units and liability insurance of such Owners insuring themselves and their families individually, which will be the sole responsibility of such Owners;
- (b) All utilities, including but not limited to, telephone, gas, water, electrical utility charges for each Unit, shall be the sole responsibility of the Owners of such Units, except that sewer services shall be paid by the Property Owners Association as a common cost;
 - (c) Ad valorem taxes assessed against Units;
- (d) Other charges or expenses related solely to individual use or occupancy of any Unit; or
- (e) Assessments charged directly to Owners pursuant to any master or umbrella declaration to which the Regime is subject.

It is anticipated that ad valorem taxes and other governmental assessments, if any, upon the Project will be assessed by the taxing authority upon the Unit, and that each assessment will include the assessed value of the Unit and of the undivided interest of the Owner in the Common Area; provided, however, that for the current calendar year, the ad valorem taxes will be based upon the condition of the Land as of January 1, and the Developer will be liable for that portion of the taxes applicable to the period prior to the recordation of this Master Deed. When current ad valorem taxes are due and payable, the remainder of the ad valorem taxes for the current calendar year will be prorated between the Developer and each Owner based upon the number of days each owned the Unit as evidenced by the date of the Unit Deed. Any such taxes and governmental assessments upon the Project which are not so assessed will be included in the Association's budget as a recurring expense and will be paid by the Association as a Common Expense. Except as otherwise provided herein, each Owner is responsible for making his own return of taxes and such return will include such Owner's undivided interest in the Common Area as such undivided interest is determined by law for purposes of returning taxes.

Section 4.3 Special Assessments. In addition to the Annual Assessments, the Board of Directors may levy in any calendar year "Special Assessments" for the purpose (i) of supplementing the Annual Assessments if the same are inadequate to pay the Common Expenses and (ii) of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of the Common

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Area; provided, however, that any such Special Assessment which in the aggregate exceeds twenty percent (20%) of the total Annual Assessments for such year will have the assent of Members representing a majority of the Members, voting in person or by proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such Special Assessment.

Section 4.4 <u>Date of Commencement of Annual Assessments; Due Dates</u>. Although the Annual Assessment is calculated on a yearly basis for the Annual Assessment Period, each Owner of a Unit will be obligated to pay to the Association or its designated agent such Assessment in equal monthly installments on or before the first day of each month during such Annual Assessment Period.

The obligations of Owners regarding the payment of monthly portions of the Annual Assessment provided for in this Article IV will, as to each Unit, commence upon the closing of their Unit. The first monthly payment of the Annual Assessment for each such Unit will be an amount equal to the monthly payment for the Annual Assessment Period in progress on such commencement date, divided by the number of days in the month of conveyance, and multiplied by the number of days then remaining in such month.

The Association will, upon demand at any time, furnish any Owner liable for any such Assessment a certificate in writing signed by an Officer of the Association or the property manager of the Association, setting forth whether the same has been paid. A reasonable charge, as determined by the Board, may be made for the issuance of such certificate. Such certificate will be conclusive evidence of payment of any Assessment stated to have been paid as to any person or entity who has relied on the certificate to his detriment.

Section 4.5 <u>Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association.</u>

- (a) If an Assessment is not paid on the date when due, as herein above provided, then such Assessment together with such late charges and interest thereon and any costs of collection thereof as hereafter provided, will be a charge and continuing lien on the Unit to which it relates, and will bind such property in the hands of the Owner, his heirs, legal representatives, successors, and assigns. The personal obligation of the then Owner to pay such Assessment, however, will remain his personal obligation, and if his successors in title assume his personal obligation, such prior Owner will nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer. Furthermore, such prior Owner and his successor in title who assumes such liabilities will be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and his successor in title creating the relationship of principal and surety as between themselves, other than one by virtue of which such prior Owner and his successor in title would be jointly and severally liable to pay such amounts.
- (b) Any Assessment which is not received within ten (10) days of the due date thereof, or within any established grace period, will incur a late charge of twenty-five (\$25.00)

dollars or such greater amount as may be set by the Board of Directors. If so directed by the Board of Directors with respect to all late payments, Assessments and late charges will commence to accrue simple interest at the rate of eighteen percent (18%) per annum. In addition, in the event any Assessment is not received within thirty (30) days of the due date thereof, the Association will have the right to declare the balance of the Assessment for the Annual Assessment Period then in effect immediately due and payable upon written notice to the defaulting Owner.

- The Association through its Board of Directors may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against the Unit to which it relates or pursue both such courses at the same time or successively. In any event, the Association will be entitled also to recover reasonable attorney's fees actually incurred and all other costs of collection. Each Owner, by his acceptance of a deed or other transfer of a Unit, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. All Owners, to the fullest extent permitted by law, waive the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by the Association against any Owner in the event of such foreclosure and further, waive all benefits that might accrue to any Owner by virtue of any present or future homestead exemption or law exempting any Unit or portion thereof from sale. If the Association commences to foreclose its lien, the Owner may be required to pay a reasonable rental for the Unit after the commencement of the action and at its option the Association will be entitled to the appointment of a receiver to collect such rents. The Association will have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may be relieved from liability from the Assessment provided for herein by abandonment of his Unit or otherwise.
- (d) During any period in which an Owner will be in default in the payment of any Annual or Special Assessment levied by the Association, the voting rights of the Owner and the rights of the Owner and lessees of the Owner, their families, invitees and guests, to use and enjoy the recreational areas of the Common Area, if any, shall be suspended by the Board of Directors until such time as the Assessment has been paid.
- Section 4.6 <u>Developer's Unsold Units.</u> Anything contained in this Article IV to the contrary notwithstanding, so long as the Developer owns any Unit for sale or any portion of the Land designated for future expansion upon which an additional Building may be constructed and admitted to the Regime, the Developer may annually elect either to pay the regular Assessment for each such Unit or to pay the difference between the amount of Assessments collected on all other Units not owned by the Developer and the amount of actual expenditures by the Association during the fiscal year, but not in a sum greater than its regular Assessment. Unless the Developer otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Developer will be deemed to have elected to continue paying on the same basis as during the immediately preceding year. Furthermore, so long as the Developer owns any Unit for sale or any portion of the initial development Land or additional Land upon which an additional Building may be constructed and added to the Regime, the Developer may, but will not be obligated to, reduce the regular Assessment for any year to be paid by Owners of Units, which may be a contribution to the

Association, an advance against future regular Assessments due from said Owners, or a loan to the Association, in the Developer's sole discretion. The amount and character (contribution, advance or loan) of such subsidy will be conspicuously disclosed as a line item in the budget and will be made known to the Owners. The payment of such a subsidy in any year will under no circumstances obligate the Developer to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Developer.

Section 4.7 Subordination of the Charges and Liens to Institutional Mortgages.

- (a) The lien and permanent charge for the Assessments (together with late charges, interest, fees and cost of collection) authorized herein with respect to any Unit is hereby made subordinate to the lien of any holder of an Institutional Mortgage or its assigns placed on such Unit, and all Assessments with respect to such Unit having a due date on or prior to the date such Institutional Mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to Assessments authorized hereunder having a due date subsequent to the date such Institutional Mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such Institutional Mortgage.
- (b) Such subordination is merely a subordination and will not relieve the Owner of the mortgaged Unit of his personal obligation to pay all Assessments coming due at a time when he is the Owner; will not relieve such Unit from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure); and no sale or transfer of such Unit to the Mortgagee or to any other person pursuant to a foreclosure sale will relieve any previous Owner from liability for any Assessment coming due before such sale or transfer.
- (c) To the extent any subordinated lien and permanent charge for any Assessment is extinguished by foreclosure of any Institutional Mortgage, then the amount or amounts otherwise secured thereby which cannot otherwise be collected will be deemed a Common Expense collectible from all Owners, including the person who acquires title through the foreclosure sale.
- Section 4.8 <u>Reserves</u>. The Board of Directors will establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Area. The Board of Directors will include amounts needed to maintain an adequate reserve fund in its estimation of the Common Expenses for each fiscal year and will cause deposits to the reserve fund to be made in connection with the collection of the Annual Assessment.
- Section 4.9 <u>Working Capital Assessment</u>. Notwithstanding anything to the contrary in this Master Deed, a working capital fund will be established for the Association by collecting from each Owner who acquires title to his Unit from the Developer a Working Capital Assessment amounting to 2/12ths of the Annual Assessment then in effect, which Assessment will be due and payable at the time of transfer of each Unit by the Developer to any other Owner. Each such Owner's share of working capital, as aforesaid, will be transferred to the Association at the time of closing

the conveyance from the Developer to the Owner. Such sum is and will remain separate and distinct from the Annual Assessment and will not be considered advance payment of the Annual Assessment.

ARTICLE V

Insurance and Casualty Losses

Section 5.1 Hazard Insurance.

- The Association will obtain, maintain and pay the premiums, as a Common (a) Expense, upon a "master" or "blanket" type policy or policies of property insurance covering the entire Project, except (i) land, foundation, excavation, or other items normally excluded from coverage; (ii) all improvements and betterment made to Units by Owners at their expense; and (iii) personal property of Owners and lessees of Owners, their families, invitees and guests. Such coverage will also insure supplies, equipment and other personal property of the Association. All policies of property insurance will be single entity condominium insurance coverage. The master insurance policy will afford, at a minimum, protection against loss or damage by fire and other perils normally covered by standard extended coverage endorsements; and all other perils which are customarily covered with respect to condominium projects similar in construction, location and use, including all perils normally covered by a standard "all risk" endorsement, where such is available. The policy will be in an amount equal to one hundred (100%) percent of the current replacement cost of the Project, exclusive of land, foundations, excavation, and other items normally excluded from coverage. A "deductible amount" not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount may be included at the discretion of the Board of Directors if a material savings, as determined by the Board in its sole discretion, in premium cost results therefrom, but the deductible amount will be considered a Common Expense and borne by the Association regardless of the number of Owners directly affected by the loss and reserves will be established therefore.
- (b) The name of the insured under the master policy will be substantially as follows: "Grove Park at Grand Oaks Plantation Property Owners Association, Inc. for the use and benefit of the Individual Owners of Units in Grove Park at Grand Oaks Plantation Horizontal Property Regime." Loss payable provisions will be in favor of the Association and the Trustee, as a trustee for each Owner, and each such Owner's Mortgagee as the interests of such parties may appear. Each Owner and his respective Mortgagee, if any, will be beneficiaries of the policy in a percentage equal to the Percentage Interest attributable to the Unit owned by such Owner. All policies will contain a standard mortgagee clause, or equivalent endorsement (without contribution), which is commonly accepted by Institutional Mortgage investors in the area in which the Project is located, and which appropriately names all Mortgagees or their servicer in such form as requested by such Mortgagees or their servicer.
- (c) All policies will be written with a company holding a general policyholder rating of "A" or better by Best's Insurance Reports and in a financial category of Class VI or better in Best's Key Rating Guide. Policies are unacceptable where (i) under the terms of the insurance carrier's charter, by-laws or policy, contributions or assessments may be made against the

Association, Owners, Mortgagees or the designees of Mortgagees; (ii) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members; or (iii) the policy includes any limiting clause (other than insurance provisions) which could prevent Mortgagees or Owners from collecting insurance proceeds. Policies may not be cancelable or substantially modified by any party without at least ten (10) days prior written notice to the Association and each Mortgagee which is listed as a scheduled holder of a first Mortgage in the insurance policy. Policies should also contain a "special condominium endorsement" or its equivalent which provides for the following: recognition of any insurance trust agreement; a waiver of the rights of subrogation against Owners individually; the insurance is not prejudiced by any act or negligence of individual Owners which is not under the control of the Association or such Owners collectively; and the policy is primary in the event the Owner has other insurance covering the same loss.

- (d) The Association will provide copies of all policies to Owners and/or Mortgagees requesting the same for a charge not to exceed reasonable copying costs.
- Each Owner may obtain additional insurance at his own expense; provided, (e) however, that no Owner will be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Owners and their Mortgagees, may realize under any insurance policy which the Association may have in force on the Project at any particular time. Any diminution in insurance proceeds otherwise payable under the Association's policies that results from the existence of any Owner's policy will be chargeable to the Owner who acquired such other insurance. Any Owner who obtains an individual insurance policy covering any portion of the Project, other than the personal property belonging to such Owner, will file a copy of such policy with the Association within thirty (30) days after purchasing such insurance. Each Owner, at his own expense, may obtain on his Unit or the contents thereof, title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterment and personal property damaged and lost. In addition, any improvements made by an Owner within his Unit may be separately insured by the Owner under an "improvements insurance" policy or rider, provided, however, if an Association's policy provides such "improvements insurance," any diminution in the Association's insurance proceeds resulting from the existence of an Owner's "improvements insurance" will be chargeable to such Owner. Each Owner will be required to notify the Association of all improvements made by such Owner to his Unit, the value of which exceeds \$10,000.00.

Section 5.2 <u>Liability Insurance</u>. The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a policy of comprehensive general liability insurance coverage covering at a minimum all of the Common Area. Coverage limits will be in amounts generally required by private Institutional Mortgage holders for projects similar in construction, location and use to the Project; provided, however, that such coverage will be for at least \$1,000,000 for bodily injury, including death of persons, and property damage arising out of a single occurrence. Coverage under this policy will include, without limitation, legal liability to the insured for property damage, bodily injury and death of persons in connection with the operation, maintenance and use of the Common Area and legal liability arising out of law suits related to employment contracts in

which the Association is a party. If the policy does not include "severability of interest" in its terms, an endorsement will be included which precludes the insurer's denial of the claims of an Owner because of the negligent acts of the Association or another Owner. Such policy must provide that it cannot be canceled or substantially modified, by any party, without at least thirty (30) days prior written notice to the Association and each Mortgagee listed as a scheduled holder of a first Mortgage in the insurance policy.

Section 5.3 Fidelity Bonds and Other Insurance. The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds belonging to or administered by the Association, including any professional management company assisting with the administration of the Regime. The total amount of the fidelity bond coverage required will be based upon the best business judgment of the Board of Directors and will not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or a professional management company, as the case may be, at any given time during the term of each bond; provided, however, that in no event will the aggregate amount of such bonds be less than a sum equal to 2/12ths of the total Annual Assessments plus reserve funds. Fidelity bonds will meet the following requirements: the Association will be named as an obligee; the bonds will contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and the bond will provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days prior written notice to the Association and each Mortgagee listed as a scheduled holder of a first Mortgage in the fidelity bond.

The Association will obtain, maintain and pay the premiums, as a Common Expense, on a policy of directors and officers liability insurance in such amounts as determined by the Board of Directors.

The Board of Directors will be authorized on behalf of the Association to obtain and maintain such other and further insurance as the Board of Directors may determine from time to time.

Section 5.4 Authority to Adjust Loss. The exclusive authority to negotiate, settle and otherwise deal in all respects with insurers and adjust all losses under policies provided for herein will be vested in the Board of Directors or its duly authorized agent for the benefit of all Owners and Mortgagees; provided, however, that all Owners and Mortgagees having an interest in such loss will be advised in advance of all actions anticipated to be taken of a material nature related to the adjustment of the loss. Each Owner, in accepting a deed to a Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person on all matters related to the authority granted in this Section 5.4, including executing all documents required in connection therewith on behalf of the Owner.

Section 5.5 Trustee.

- (a) The Board of Directors may, from time to time, designate a third party Trustee hereunder. The Trustee, whether the Board of Directors acting in said capacity, or a third-party designated by the Board, will serve the Association and the Owners and their Mortgagees (as their interests may appear) as provided herein. Any third-party Trustee, but not the Board of Directors acting in such capacity, will be entitled to receive reasonable compensation for services rendered which will be a Common Expense of the Association.
- (b) All insurance policies obtained by the Association will name the Association and the Trustee as loss payees. Immediately upon the receipt by the Association of any insurance proceeds, the Association will endorse the instrument by means of which such proceeds are paid and deliver the instrument to the Trustee. The Trustee will not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor will the Trustee have any obligation to inspect the Project to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.
- (c) Among other things, the duties of the Trustee will be to receive proceeds delivered to it, hold such proceeds in trust for the benefit of the Owners and their Mortgagees, and disburse the proceeds as hereinafter provided.
- (d) Proceeds of insurance policies received by the Trustee will be disbursed as follows:
- (i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposes, will be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs will be paid to the Association for the benefit of all Owners and their Mortgagees, if any;
- (ii) If it is determined, as provided in Section 5.6, that the damage or destruction for which the proceeds are paid will not be repaired or reconstructed, such proceeds will be disbursed to such persons as therein provided;
- (iii) Any and all disbursements of funds by the Trustee for any purpose whatsoever will be made pursuant to and in accordance with a certificate of the Association signed by the President and attested by the Secretary directing the Trustee to make the disbursements;
- (iv) If the damage or destruction is to the Common Area and is to be repaired or reconstructed, two days prior written notice of each disbursement will be given to the Mortgagee known by the Trustee from the records of the Association to have the largest interest in or lien upon such Common Area; and if the damage or destruction is to one or more Units and is to be repaired or reconstructed, said notice will also be given to the Mortgagee or Mortgagees known

to the Trustee from the records of the Association to have an interest in or lien upon such Unit or Units.

(e) The Trustee will not incur liability to any Owner, Mortgagee or other person for any disbursements made by it in good faith pursuant to and in accordance with the foregoing requirements.

Section 5.6 Damage and Destruction.

- (a) Immediately after all or any part of the Project covered by insurance is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 5.6, means repairing or restoring the damaged property to substantially the same conditions in which it existed prior to the fire or other casualty, with each Unit and the Common Area having the same vertical and horizontal boundaries as before.
- (b) Any such damage or destruction to the Project will be repaired; provided, however, that any such damage which requires the reconstruction of the whole or more than two-thirds (2/3) of the Project will not be undertaken unless sixty-seven percent (67%) of the Members agree, voting in person or by proxy at a meeting at which a quorum is present, duly called, in whole or in part, for the purpose of disapproving such repair or reconstruction. If the Project is not reconstructed, all insurance proceeds will be delivered in accordance with the provisions of Section 5.6(c) below. Except as otherwise provided, any such damage or destruction which renders any Unit untenantable or uninhabitable, or any such damage or destruction to the Common Area, will be repaired and reconstructed as promptly as practicable. No Mortgagee will have any right to restrict the use of insurance proceeds otherwise available for repair, reconstruction or rebuilding.
- (c) In the event that it is determined by the Association in the manner prescribed above that the damage or destruction will not be repaired, reconstructed or rebuilt, then and in that event:
 - (i) The Project will be owned by the Owners as tenants-in-common;
- (ii) The undivided interest in the Project of each Owner will be a percentage equal to the Percentage Interest appurtenant to the Unit theretofore owned by the Owner:
- (iii) All liens affecting any of the Units will be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owners of the respective Units;
- (iv) The Project will be subject to an action for partition at the instance of any Owner, in which event the net proceeds of the sale will be deposited with the Trustee;

- (v) The Association will proceed to satisfy all of its liabilities and convert all of its assets to cash which will be deposited with the Trustee;
- (vi) The proceeds from the sale of the Project, the liquidation of the assets of the Association and the insurance proceeds related to the damage or destruction to the Project will be considered one fund which, after paying the reasonable expenses of the Trustee, will be distributed to all the Owners and their respective Mortgagees as their interests may appear in percentages equal to the Percentage Interests of said Owners. Distributions to such Owners and their Mortgagees will be made pursuant to certificates provided for in Section 5.5.

Section 5.7 <u>Insufficient Proceeds to Repair</u>.

- (a) If the damage or destruction for which the insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, or if no insurance proceeds exist with respect to such damage or destruction, the Board of Directors will levy an Assessment against the Owners of damaged or affected Units in sufficient amounts to provide funds to pay costs in excess of insurance proceeds for repair or reconstruction. Additional Assessments may be made at any time during or following the completion of any repair or reconstruction. That portion of such Assessments levied against each Owner will be equal to that percentage computed by dividing the Percentage Interest appurtenant to such Owner's Unit by the aggregate Percentage Interests appurtenant to all Units damaged or affected.
- (b) Any and all sums paid to the Association under and by virtue of those Assessments provided for in Paragraph (a) of this Section 5.7 will be deposited by the Association with the Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee will be disbursed as provided in Section 5.5.

ARTICLE VI

Condemnation

Section 6.1 General. Whenever all or any part of the Project will be taken by any authority having the power of condemnation or eminent domain, each Owner will be entitled to notice thereof; provided, however, that the exclusive right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of the Common Area will be vested in the Board of Directors or its duly authorized agent on behalf of the Association. Each Owner, in accepting a deed to a Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person in all matters related to the authority granted in this Section 6.1, including executing all documents required in connection therewith on behalf of the Owner. The award made for such taking will be payable to the Trustee. Unless otherwise required by law at the time of such taking, any award made therefore will be disbursed by the Trustee, as hereinafter provided in this Article VI.

Section 6.2 Non-Essential Areas. If the taking does not include any portion of any Unit or any portion of the Common Area essential to the continued occupancy of any Unit, then the Board of Directors will be permitted to replace any nonessential improvements to the extent deemed appropriate and the Trustee will disburse the proceeds of such awards in the same manner as herein above provided for and in connection with the repair, reconstruction or rebuilding of improvements after damage or destruction, with all excess proceeds to be distributed to the Association.

Section 6.3 Essential Areas. If the taking includes any portion of a Unit or the Common Area essential to the use of any Unit, then the award will be disbursed, and all related matters, including, without limitation, alteration of the Percentage Interests appurtenant to each Unit, will be handled, by (i) the Developer, for so long as the Developer has the right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association, and (ii) thereafter, the Board of Directors in a just and equitable manner to all Owners; provided, however, that all action of the Board of Directors will be pursuant to and in accordance with a plan approved by Members representing at least sixty-seven (67%) percent of the total votes of the Association voting in person or by proxy, at a meeting at which a quorum is present, duly called, in whole or in part, for the purpose of approving such in a duly recorded amendment to this Master Deed. In the event that such an amendment will not be recorded within ninety (90) days after the taking, then such taking will be deemed to be and will be treated as damage or destruction which will not be repaired or reconstructed as provided for in Section 5.6, whereupon the Regime will be terminated in the manner therein prescribed.

ARTICLE VII

Architectural Control

Section 7.1 Approval Required for Changes. To preserve the original architectural appearance of the Project, after the purchase of a Unit from the Developer, its successors or assigns, no exterior construction of any nature whatsoever, except as specified in the Regime Documents, will be commenced or maintained upon any Building, including without limitation, the Limited Common Area, nor will there be any change, modification or alteration of any nature whatsoever of the design and appearance of any of the exterior surfaces or facades, nor will any Owner paint any gate, fence or roof, nor will any Owner change the design or color of the exterior lights, nor will any Owner install, erect or attach to any part of the exterior any addition or change until after the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same will have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors. The aforesaid approval will be in addition and antecedent to any such approval required under Grove Park at Grand Oaks Oaks Plantation Master Deed, By-Laws or Articles of Incorporation.

ARTICLE VIII

Maintenance

Section 8.1 <u>Responsibility of Association</u>. Except as specifically provided to the contrary herein, the Association will maintain the Common Area in first class condition in accordance with proper maintenance procedures applicable thereto and will enforce all warranties with respect to the Common Area. In addition, the Association will repair or replace all parts of the Common Area as necessary. Except as otherwise provided herein, the cost of such will be charged to the Owners as a Common Expense.

Section 8.2 Access to Units. The Association will have the irrevocable right, to be exercised by the Board of Directors or its agent, to have reasonable access to each Unit from time to time as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Area accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to other Units or for the purpose of pest control inspections or treatments.

Section 8.3 Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in this Article VIII is caused through the willful or negligent act of an Owner or the lessee of an Owner, their families, invitees or guests, or the Owner's pets, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs will be added to and become a part of the Assessment to which such Owner and his Unit are subject. Each Owner will maintain, repair or replace at his own expense all portions of his Unit which may become in need thereof, including the heating and air-conditioning system for such Unit, all bathroom and kitchen fixtures and appliances, light fixtures, interior non-load bearing walls, carpeting, drapes, windows, screens and other items within the Unit. Further, each Owner will, at his own expense, maintain, repair and replace, when necessary, that portion of the heating and air-conditioning system exclusively servicing his Unit which is located outside his Unit. Each Owner will, at his own expense, keep the Limited Common Area to which his Unit has exclusive access and to which he has exclusive use clean and neat, and will conduct maintenance and repair thereto as necessary. If the Owner does not make those repairs required to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired by the Association and the cost thereof will be assessed against the Owner and Unit owned by such Owner.

ARTICLE IX

Unit Restrictions

Section 9.1 <u>Rules and Regulations</u>. The Board may from time to time adopt or amend rules and regulations governing and restricting the use and maintenance of Common Areas, both General and Limited Common Areas provided, however, that copies of the rules and the regulations shall be furnished each Owner prior to the time the same shall become effective. No amendments

or changes to the rules and regulations shall be made that may be in conflict with any clauses or provisions of this Master Deed or the By-Laws. Nothing in this Article or otherwise herein set forth shall be construed from prohibiting the Developer from use of any Unit which Developer owns or leases for promotion, marketing, or display purposes as model Units, or from leasing any Unit or Units which Developer owns.

- Section 9.2 <u>Owners Responsibility</u>. The rules and regulations contained hereinafter shall be in effect until added to or amended by the Board of Directors and/or the Association and shall apply to and be binding upon any Owner and tenants, lessees or guests. The Owner, tenants, lessees and guests shall obey the rules and regulations at all times and shall use their best efforts to see that they are observed in full by their families, guests, invitees, servants and persons over whom they may exercise control ans supervision.
- Section 9.3 <u>Residential Use</u>. All Units shall be used for private residential purposes exclusively, except such temporary non-residential uses as may be permitted by the Board of Directors from time to time. Furthermore, no Unit may be occupied by more than the permitted number of heads of households and their family pursuant to county and state zoning regulation and law. No improper, offensive or unlawful use shall be made of the Property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of such Property shall be the same as the responsibility for the maintenance and repair of the Property concerned.
- Section 9.4 <u>Obstruction</u>. The entrances, passages, corridors, stairways, and parking areas and other Common Areas or Limited Common Areas of the Project shall not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the Project and/or Units and other purposes for which they are intended and no carriages, bicycles, mopeds, wagons, carts, chairs, benches, tables, toys or other objects, or things regardless of the nature thereof shall be left or stored therein.
- Section 9.5 <u>Persons</u>. No person shall play or loiter in the hallways, corridors, stairways or public areas of a similar nature in the Project.
- Section 9.6 <u>Storage</u>. All other personal property of an Owner shall be stored in their respective Residential Unit. No structures of a temporary character, trailers, sheds, tents, shacks, barns or other outbuildings shall be erected by any Owner or occupant on any portion of the Common Area.
- Section 9.7 Articles. No garbage cans, supplies, bottles, or other articles shall be placed in the corridors, on the balconies, decks, patios, stairways, any Common Area or Limited Common Area of the Project, nor shall lines, cloths, or clothing, be exposed on any part of the windows, doors or balconies, decks, patios, or be exposed on any part of the Common Areas or Limited Common Areas unless written permission is obtained from the Association.

- Section 9.8 <u>Debris</u>. Common Areas or Limited Common Areas shall be kept free of rubbish, debris, garbage or unsightly material.
- Section 9.9 <u>Safety</u>. Owners shall take reasonable precautions not to permit anything whatsoever to fall from his or her Unit nor shall he or she sweep or throw from the Unit or other part of the Project any dirt or substance into the corridors, halls, balconies, decks, patios or other similar areas in the Condominium.
- Section 9.10 <u>Trash</u>. Refuse, rubbish and garbage shall be disposed of in a manner provided for and not placed outside in the corridors, hallways, balconies, decks, patios or stairways, etc. at any time or for any reason.
- Section 9.11 <u>Windows</u>. The Owners of any Unit shall, at his or her own expense, clean repair and maintain both interior and exterior surfaces of all windows. Drapes or shades covering the windows in individual Units shall be completely lined with white lining, except those drapes or shades used in the model units for such time as they are used as model units.
- Section 9.12 <u>Employees of the Association</u>. Employees of the Association (if any) shall not be sent out of the Project by Owners at any time for any purpose other than at the direction of the Board of Directors. Neither shall employees of the Association come in and service or repair or replace items that are the responsibility of the Owner of a Unit while working for the Association.
- Section 9.13 <u>Fire Equipment</u>. Fire prevention and fire fighting equipment, if any, throughout the Project shall not be tampered with.
- Section 9.14 Parking. The parking spaces, and facilities shall be used exclusively for parking of automobiles except upon written consent of the Board of Directors and then only in areas designated by the Board. Vehicles shall be parked only in appropriate marked spaces or designated area in which parking may or may not be assigned. Vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt. The Association may designate certain onstreet parking areas for visitors or guests subject to reasonable rules. Except as herein provided, no trailers, tractors, campers, wagons or trucks that exceed three-quarter ton or other commercial type motor vehicles shall be parked within the Project except vehicles while loading and unloading at any designated loading area. No motorcycles or moped type vehicles or vehicles with business advertising on its exterior shall be allowed to be keep or operated on the property of the Regime. No repair work on motor vehicles shall be allowed in the parking spaces except emergency repairs. Only legally registered and operating vehicles are permitted on the grounds of the Project. Automobiles or other allowed motor vehicles shall not be washed in the parking spaces or upon the grounds of the Project.
- Section 9.15 Noises. No Owner, his family, servants, employees, agents, visitors, guests, invitees, licenses, tenants or lessees shall make or permit any disturbing noises in the Common Area or Limited Common Area or his or her Unit. Nor shall any such person do or permit to be done anything that will interfere with the rights, comfort or convenience of the remaining Unit Owners

or occupants. No Owner or occupant shall play any musical instrument, phonograph, radio, television, or sound amplifier in such a manner or volume so as to disturb or annoy any other Unit Owner or occupant. Wired stereo systems on the porch of any Unit is prohibited. No hard surface floors such as ceramic tile, vinyl or wood shall be installed after the initial construction of an upstairs Unit without the review and approval of the Board of Directors or a Committee appointed by them for such approvals. The purpose of this restriction is to minimize noise from an upstairs unit.

Section 9.16 <u>Pets</u>. Pets shall be kept or maintained on or about the Project only if the Owner is granted a conditional license to maintain one (1) pet by the Association. Such a license will be granted subject to the following conditions and reservation:

- a. Acceptable Pets: Unless the Board of Directors grants a waiver of this condition, the only pets to be permitted on the Project property shall be dogs which are under thirty (30) pounds when fully grown and cats, small birds and fish.
- b. It shall be the responsibility of the Owner to pay for any and all cost involved in restoring to the original new condition any damage caused to the Project property by a pet.
- c. An Owner shall be financially responsible for any personal injury or personal property damage caused to any Owner, tenant, guest, employee of the Association, or to any member of the public as a result of the Owner's maintenance of a pet.
 - d. Pets must be carried in arms or on a leash when taken outside of a Unit.
- e. Pets shall not be permitted in the public rooms under any circumstances. Pets must not be curbed near the buildings, walkways, shrubbery, gardens, planting areas or public space. Each Owner shall be responsible for cleaning up or removing from the Property any pet waste.
- f. Guests, tenants and visitors of an Owner shall not be permitted to bring any pets onto the Project property other than those allowed in Section 9.16a.
- g. The Board of Directors may, upon their sole determination, revoke or terminate the above conditional license if a pet is either vicious or is annoying other Unit Owners or occupants or is otherwise a nuisance.

Section 9.17 <u>Advertising</u>. No ads, signs, posters, or advertisement of any kind shall be posted on the walls, windows or doors in the interior or exterior of a Unit or the Common Area or Limited Common Area of the Project. Under no circumstances will signs offering the Unit for rent or sale be posted on the interior or exterior of a Unit or the Common Area or Limited Common Area except in a form and in such location as provided by the Association. The provisions of this subsection shall not be applicable to the Developer or institutional holder of any first mortgage which comes into possession of any Unit by reason of any remedies provided by law or such mortgage or as a result of a foreclosure.

Section 9.18. Leasing of Units. Units may be rented according to the following provisions:

- a. Copies of all leases shall be deposited with the Association.
- b. Tenants shall abide by the Association's rules and regulations and failure to do so shall result in the immediate eviction of the offending tenant or tenants.
- c. The lease for any Unit within the Project shall contain provisions to the effect that the rights of the tenant to use and occupy the Unit shall be subject to and subordinate in all respects to the provisions of this Master Deed and the By-Laws and to other reasonable rules and regulations imposed by the Association.

Section 9.19 <u>Air Conditioning Units</u>. No Owner shall install or cause to be installed window units or wall air conditioning units. Only condenser units tied into an approved system, and approved in writing by the Board of Directors of the Association may be placed on the balconies, decks or patios.

Section 9.20 <u>Hazard</u>. Nothing shall be done or maintained in any Unit or upon any Common Area or Limited Common Area which will increase the rate of insurance on any Unit or the Common Areas or Limited Common Areas, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any Unit which would be in violation of any law. Barbecuing is absolutely prohibited upon the Common Areas or Limited Common Areas, balconies, decks, patios or in any Units provided, however, that barbecuing is permitted in the areas designated for same as shown on **Exhibit B**.

Section 9.21 <u>Commercial Activities</u>. No Unit or Common Area or Limited Common Area shall be used for commercial activities of any charter. This subsection shall not apply to the use of the Common Area or Limited Common Area and of a Unit owned by the Developer for display, marketing, promotional or sales purposes or as "model" Condominium Units.

Section 9.22 <u>Wiring</u>. No radio, television, or CB installation or other wiring shall be installed on the exterior of the Building. Any installation or wiring made without consent is liable to be removed without notice and at the cost of the Owner for whom such wiring was installed.

Section 9.23 Exterior Walls and Balconies. No Owner shall paint, modify, attach to, or improve the exterior walls or balconies of his Unit except with the previous written consent of the Board of Directors of the Association. No bicycles or trash containers may be stored on the balconies or patios of Units. Lawn furniture may be stored on balconies or patios of Units if such items are not taller than 36" high and cannot be visibly viewed from other Units or other portions of the Property. No grills shall be operated on the balconies of the Units. A hot tub may only be installed with written permission of the Developer or Association and such hot tub may be installed or operated only within the screen porch of said Unit.

Section 9.24 <u>Awnings</u>. No blinds, shades, glass, jalousies, ironwork, screen, awning, panels or covering shall be affixed or attached to the outside of the building or the exterior windows, doors, balconies, decks, patios or interior doors leading onto the corridors without the previous written consent of the Board of Directors of the Association.

Section 9.25 <u>Time Sharing</u>. Subject to applicable law, no time sharing or vacation time sharing plans are permitted to be entered into by any Owner or their agents, tenants, guests or invitees. Further, subject to applicable law, no Owner may sell his or her Unit on a time share plan (even though the purchaser received an undivided fee simple deed) or lease his or her Unit on a vacation time share leasing plan which otherwise means arranging, planning or similar device whereby membership agreement, lease, rental agreement, licenses, use agreement, security, or other means whereby a tenant and/or purchaser receives a right to use accommodations or a Unit or facilities or any of the above, but does not receive and undivided fee simple interest in the property for a specific period of time during any given year.

Section 9.26 <u>Right of Access to a Unit</u>. The Board of Directors or its designated agent may retain a key to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, replacement of any of the Common Areas therein or accessibility therefrom, or making emergency repairs therein necessary to prevent damage to the Common Areas, Limited Common Areas or other Units within the Condominium. No Unit Owner shall alter any lock or install new locks on any door of the premises without providing the Board of Directors a key.

Section 9. 27 <u>Use of Common Areas</u>. Each Owner, tenant, or occupant of a Unit may use the Common Areas for the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners, tenants or occupants, subject to Developer's rights to use the Common Area and specifically the club house, as set forth herein.

Any violations of any of these preceding restrictions shall be sufficient to bring judicial action against the violator. Action can be filed by the Board of Directors on behalf of the Owners and the Board shall have the powers and duties as are set forth in this Master Deed and the Charter and Bylaw attached hereto.

ARTICLE X

Easements

Section 10.1 Encroachments. If any portion of the Common Area encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Area as a result of settling or shifting of a Building or variances from the Plans, an easement will exist for the encroachment and for the maintenance of the same so long as the Building stands. If any Building, any Unit, and/or any adjoining part of the Common Area will be partially or totally destroyed as a result of fire or other casualty or a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Area upon any Unit or of any Unit upon any other Unit or

upon any portion of the Common Area due to such rebuilding, will be permitted, and valid easements for such encroachments and the maintenance thereof will exist so long as the subject Building will stand.

Section 10.2 <u>Easement for Air Space</u>. The Owner of each Unit will have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time and as said Unit may be altered or reconstructed from time to time pursuant to this Master Deed.

Section 10.3 <u>Utilities, etc.</u> There is hereby granted a blanket easement upon, across, over and under all the Project for ingress, egress, installation, replacing, repairing and maintaining a master television antenna or CATV system and all utilities, including, but not limited to water, gas, sewers, telephones and electricity. Such easements grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the Project and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Units. In addition, the Board of Directors will be entitled to grant additional permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.

Section 10.4 Easement for Construction/Access to Developer's undeveloped Property. Notwithstanding anything herein to the contrary, Developer and persons designated by the Developer will have an easement to enter upon and cross over the Common Areas for purposes of ingress and egress to all portions of the Project; to use portions of the Common Areas and any Units owned by the Developer for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Project; and to maintain and correct drainage of surface, roof or storm water. In addition there is hereby granted to Developer, its successors and assigns a easement across all roads in the Regime for ingress and egress to Developers undeveloped property for purposes of construction thereon and if said undeveloped property is not submitted to the Regime, then, there is hereby created a permanent access easement across the roads in the Regime for ingress and egress to such undeveloped property.

Section 10.5 <u>Easement for Sales Purposes</u>. Developer and persons designated by the Developer will have an easement to maintain one or more sales offices, management offices and models throughout the Project and to maintain one or more advertising signs on the Common Areas while the Developer is selling Units in the Project or any contemplated expansion thereof. Developer reserves the right to place models, management offices and sales offices in any Units owned by Developer and on any portion of the Common Area and specifically Developer's use of the club house under the terms and conditions set forth herein, in such number, of such size and in such locations as Developer deems appropriate. So long as Developer will be selling Units in the Project or any contemplated expansion thereof, Developer will have the right to restrict the use of a reasonable number of parking spaces, for purposes including, but not limited to, the providing of spaces for use by prospective Unit purchasers, Developer's employees and others engaged in sales, maintenance, construction or management activities.

Section 10.6 No View Easements. No view easements, express or implied, will be granted to any Owner in connection with the conveyance of a Unit to such Owner. In accepting a deed to any Unit, the grantee will be deemed to have acknowledged and agreed that the Regime constitutes an expandable project and that such Owner is acquiring no view easements with respect to his Unit.

Section 10.7 Other. There is hereby granted to the Association, its directors, officers, agents and employees and to any manager employed by the Association and to all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter upon the Project or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section 10.7 will be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

ARTICLE XI

Assigned Value and Voting Rights

Section 11.1 <u>Units</u>, Assigned Values, and Percentage Interests. The Schedule of Percentage Interests contained in **Exhibit "D"** attached hereto shows the Assigned Value of each Unit as of the date of this Master Deed and the Percentage Interest appurtenant to such Unit for all purposes, and the aggregate Assigned Values of Units in Buildings of all phases which may be added to the Regime pursuant to Article XII. The aggregate Assigned Values of Units in a Building to be added to the Regime in a future phase may be changed by the Developer at the time Developer submits said Building and its Units to this Master Deed, provided that following such submission the total Assigned Values of all Units in the Project, if all phases are constructed and submitted, will not be greater or less than said total contained in **Exhibit "D."**

Section 11.2 <u>Voting Rights</u>. Members and the Developer will be entitled to a vote in the Association and for all other purposes herein as set forth herein and in accordance with the provisions of the Association's Articles of Incorporation attached hereto as **Exhibit** "E" and the By-Laws of the Association attached as **Exhibit** "F," and as the same may be hereafter amended. Each Owner shall be entitled to cast one (1) weighted vote for each Unit in which such Owner holds the interest required for membership, which vote shall be appurtenant to such Unit. Each vote shall be weighted in accordance with the percentage of undivided interest in the Common Areas attributable to each Unit as shown on **Exhibit** "D" attached hereto and by reference incorporated herein. No votes may be split; each Owner must vote his or her entire weighted vote on each matter to be voted on by the Owners. The total votes for the entire Condominium shall equal one hundred per cent (100%) at all times.

(a) <u>Voting by Multiple Owners</u>. When any Unit is owned in the name of two or more persons, other than husband and wife, or entities, whether fiduciaries, or in any manner of joint or common ownership, the vote for such Unit will be exercised as such Co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting; or the vote will be exercised by such Co-Owner, or his duly appointed proxy, as will be designated in a writing

by all Co-Owners, a copy of which will be delivered to the Secretary of the Association and will remain effective for all meeting until revoked by the Co-Owners in a similar writing or until such designation terminates pursuant to the terms of such writing.

Article XII

The Development Plan For The Project

- Section 12.1 <u>Phase I.</u> The Regime as initially constituted (sometimes referred to herein as "Phase 1") includes one (1) building with Residential Unit Numbered 1701, 1702, 1703, 1704, 1705, 1706, 1707 and 1708, as depicted on **Exhibit "B, and Exhibit C"** which contains Eight (8) Units, and the Common Area (including parking areas) and the swimming pool and club house (said club house being subject to the use by the Developer as set forth in this Master Deed), as more fully shown on **Exhibit "B"** attached hereto.
- Section 12.2 <u>Reservation of Right to Expand</u>. Anything to the contrary contained in this Master Deed notwithstanding, at any time during the Transition Period, the Developer will be entitled to expand the Regime to a total of Sixteen (16) additional Buildings, each Building containing up to Eight Units (8) Units as provided in this Article XII.
- (b) Conversion of Common Area. The Developer will be entitled to expand the Regime by constructing additional Units on all or any portion of the Common Area or undeveloped lands of the Developer and to submit said real property (or any portion thereof) and all improvements constructed thereon, to the Regime from time to time by filing one or more Amendments to this Master Deed (including amendments to the Exhibits, including Exhibit "D" to reflect any required change in the Percentage Interests pursuant thereto and Section 11.1). An Amendment will be executed solely by the Developer for itself and as attorney in-fact for all Owners. An Amendment will be effective upon recording such Amendment in the RMC Office for Charleston County.
- Section 12.3 <u>Required Expansion</u>. No Owner will have the right to require construction or addition to the Regime under any circumstances.
- Section 12.4 <u>Assignability of Rights</u>. The Developer will be entitled to assign the rights reserved in this Article XII to any person or entity by an instrument recorded in the RMC Office for Charleston County.
- Section 12.5 <u>Application of Master Deed</u>. Upon the filing of the Amendment prescribed by Section 12.2 hereof, all definitions contained in this Master Deed will be deemed amended to the extent necessary to cause the additional real property and the improvements described in such Amendment to be treated as fully an integral part of the Regime as if said real property and improvements constituted a portion of the Project as of the effective date hereof.

Section 12.6 Annual Assessments for Additional Units and Working Capital Reserve. The Annual Assessment with respect to the Units added to the Regime pursuant to this Article XII will be equal to the then current Annual Assessment applicable to existing Units with equivalent Percentage Interests, pro rated on a per diem basis; provided, however, that as to any type of Unit being added to the Regime for which there is currently no Annual Assessment, the Annual Assessment will be proportionately increased or decreased based upon the Percentage Interest of such Units. Assessments regarding all of the additional Units will commence upon the recording of the Amendment prescribed by Section 12.2 hereof.

All obligations with respect to the Working Capital Assessment provided for in Section 4.9 will be applicable upon the transfer of the additional Units by the Developer.

Section 12.7 No Consent Required. Subject to the time limit set forth in Section 12.2 herein above, the Developer, its successors and assigns, will have the absolute right to expand the Regime in accordance with this Article XII and to file the Amendments prescribed in Section 12.2 hereof without any action or consent on the part of any Owner or Mortgage holder; provided, however, that to the extent any action on the part of any Owner is required by any third party to assure the expansion of the Regime as provided in this Article XII, each Owner, in accepting a deed to a Unit, agrees to undertake such actions and/or provide such consents as are reasonably requested, and expressly appoints the Developer his due and lawful attorney-in-fact, with full power of substitution, to execute all documents reasonably required to evidence the requisite action or consent.

Section 12.8 Other Developer Rights.

- (a) The Developer shall have the right at any time to sell, transfer, lease or relet any Units which the Developer continues to own after this Master Deed has been recorded, without regard to any restrictions, if any, relating to the sale, transfer, lease or form of lease of Units contained herein and without the consent or approval of the Association, Board of Directors or other Unit Owners.
- (b) The Developer shall have the rights (i) to use or grant use of a portion of a Unit or Common Area as a sales, rental or management office for the purpose of aiding in the sale or rental of Units; (ii) to use portions of the Property for parking for prospective purchasers or lessees of Units and such other parties as the Developer determines; (iii) to erect and display signs, billboards and placards and store and keep the same on the Property; and (iv) to distribute audio and visual promotional material upon the Common Areas. Notwithstanding anything to the contrary in this Master Deed, the Developer shall specifically have the right for a period of up to Five (5) years from the date of this Master Deed to use the club house exclusively as a sales office. A Unit Owner shall have no rights to use the club house until said possession is relinquished by the Developer. Developer shall be responsible for the maintenance, repair and replacement of defects in the club house. In addition, Developer shall pay the taxes and insurance on the club house.
- (c) In order to provide the Project with, among other things, adequate and uniform water services, sewage disposal service, utility services and television reception, the Developer

reserves the exclusive right to contract for the provision of such services. The Developer, as agent for the Association and its Members, has entered into arrangements, binding upon the Association and its Members with governmental authorities or private entities for furnishing such services. The charges therefore will be Common Expenses.

(d) Subject to the approval of the Association, the Developer reserves the right to enter into, on behalf of or as agent for the Association and its Members, agreements with such persons for the benefit of the Project, the Association, or its Members. The provisions of any such agreement shall bind the Association and its Members.

Section 12. 9 <u>Multiple Ownership</u>. No Unit in the Regime will be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10, <u>et</u>. <u>seq</u>., or any subsequent laws of this State dealing with that or similar type of ownership by a Unit Owner without the prior written consent of the Developer.

ARTICLE XIII

Transition Provisions

Section 13.1 Appointment of Directors and Officers. At all times during the Transition Period, the Developer will have the sole and exclusive right to appoint the Board of Directors and officers of the Association, fill any vacancy of the Board or officers caused by the withdrawal of any director or officer appointed by the Developer and veto the removal of any director or officer appointed by the Developer. Upon the expiration of the Transition Period, the Developer will retain the right to elect at least one (1) director. This right will continue for as long as the Developer holds for sale in the ordinary course of business more than ten percent (10%) of the total number of Units included in the Regime as expanded pursuant to Article XII hereof.

Section 13.2 <u>Special Meeting to Elect Board</u>. Within sixty (60) days after the date on which Owners other than the Developer become entitled pursuant to Section 13.1 above to elect members of the Board of Directors of the Association, the Association will call, and give not less than ten (10) days and not more than thirty (30) days notice of a special meeting of the Members to elect the Board of Directors.

Section 13.3 <u>Cooperation</u>. The Association will cooperate with the Developer to the extent reasonably requested by the Developer during and after the Transition Period to promote the orderly development and marketing of the additional Units planned for the Project, and it is acknowledged by the Association that it is in the best interest of all Owners to expand the Regime to include all Units authorized by Article XII hereof.

Section 13.4 <u>Controlling Provisions</u>. In the event of any inconsistency between this Article XIII and the other provisions of the Regime Documents, this Article XIII will be controlling and binding on all parties having an interest in the Regime.

ARTICLE XIV

Alternative Dispute Resolution

Section 14.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Developer, Association, Owners, and any persons not otherwise subject to the Regime Documents who agree to submit to this Article 14 (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes between and among themselves involving this Master Deed or the Regime, and to avoid the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances and disputes (including those in the nature of counterclaims or cross-claims) between Bound Parties involving the Regime Documents or the Regime, including without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement thereof (collectively "Claims"), except for "Exempt Claims" under Section 14.2, are subject to the procedures set forth in Section 14.3.

Section 14.2 <u>Exempt Claims</u>. The following Claims ("Exempt Claims") are exempt from the provisions of Section 14.3:

- (a) any suit by the Association or the Master Association against any Bound Party to enforce any Assessments or other charges hereunder; and
- (b) any suit by the Association or the Master Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and other relief the court may deem necessary in order to maintain the status quo and preserve any enforcement power of the Association or Master Association until the matter may be resolved on the merits pursuant to Section 14.3 below; and
- (c) any suit involving a matter which is not an Exempt Claim under (a) or (b) above, but as to which matter the Bound Party against whom the Claim is made waives the mandatory provisions of Section 14.3 below.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 14.3, but there is no obligation to do so.

- Section 14.3 <u>Mandatory Procedures for Non-Exempt Claims</u>. Any Bound Party having a Claim ("Claimant") against a Bound Party involving the Regime Documents or the Regime, or all or any combination of them ("Respondent"), other than an Exempt Claim under Section 14.2, will not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of the Claim until it has complied with the following procedures, and then only to enforce the results hereof.
- (a) Notice. Within a reasonable time after the Claim in question has arisen, and in each event prior to the date when institution of legal or equitable proceedings based on the Claim would be

barred by the applicable statute of limitation, Claimant will notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

- (i) the nature of the Claim, including applicable date, time, location, persons involved, Respondent's role in the Claim and the provisions of the Regime Documents or other authority out of which the Claim arises; and
 - (ii) what Claimant wants Respondent to do or not do to resolve the Claim;
- (iii) that Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss, in good faith, ways to resolve the Claim.

(b) Negotiation.

and

- (i) Each Claimant and Respondent (the "Parties") will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation, but not later than 30 days following the Notice, unless otherwise agreed by the Parties.
- (ii) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the President of the Grove Park at Grand Oaks Plantation Property Owners Association, Inc. may appoint an attorney licensed to practice law in the State of South Carolina to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes his or her efforts will be beneficial to the Parties. Such an attorney will have been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in planned real estate developments and will not have a conflict of interest with any of the Parties.
- (c) <u>Final and Binding Arbitration</u>. If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiation"), a Claimant will have 30 days within which to submit the Claim to binding arbitration under the auspices and the Commercial Arbitration Rules of the American Arbitration Association; and in accordance with the substantive and procedural laws of the state of South Carolina, except as said rules, procedures and substantive laws are applied otherwise as follows:
- (i) Unless the parties mutually set another date, within ten (10) days following Termination of Negotiation, Claimant and Respondent will jointly select one arbitrator, whose decision will be absolutely binding on all Parties; provided, however, if Claimant and Respondent are unable to jointly select one arbitrator within said ten (10) day period, or on or before any later day set by them by which to select an arbitrator, the arbitrator will be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be conducted in Charleston, South Carolina before a neutral person who is a member of the Bar of the State of South Carolina, who has been actively engaged in the practice of law for at least fifteen (15)

years, specializing in commercial transactions with substantial experience in planned real estate developments, and who has no conflict of interest with any Party. The arbitrator may award any remedy or relief that a court of the State of South Carolina could order or grant, including, without limitation, specific performance of any obligation created under the Regime Documents, or the issuance of an injunction, as well as the imposition of sanctions for abuse or frustration of the arbitration process; provided, however, the arbitrator will have no authority to award punitive damages or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Regime Documents.

(ii) In the event Claimant does not submit the Claim to binding arbitration as aforesaid, the Claim is deemed abandoned, and Respondent is released and discharged from any and all liability to Claimant arising out of the Claim; provided, nothing herein will release or discharge Respondent from any liability to a person not a Party to the foregoing proceedings, or the mandatory requirements of this Section 14.3 with respect to any subsequently arising new dispute or claim by the Claimant which is identical or similar to the Claim previously deemed abandoned under this Section 14.3(c)(ii).

This Section 14.3 is an agreement of the Bound Parties to arbitrate all Claims against Respondent, except Exempt Claims, and is specifically enforceable under South Carolina law. The arbitration award (the "Award") is final and binding on the Parties, and judgment upon the Award rendered by the arbitrator may be entered upon it in any court of competent jurisdiction.

Section 14.4 Allocation of Costs and Claims.

- (a) Costs of Notice and Negotiation. Each Party will bear all of its own costs incurred prior to and during the proceedings described in Sections 14.3(a) and 14.3(b), including the fees of its attorney or other representative. Claimant and Respondent will share equally the costs and expenses of any attorney appointed by the Board pursuant to Section 14.3(b), whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the Board is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses.
- (b) Arbitration Costs. In the event the Claim proceeds to arbitration pursuant to Section 14.3(c), the "Prevailing Party," as hereinafter defined, will receive from the non-Prevailing Party, all of its costs and expenses, including reasonable expert and attorney's fees, incurred from commencement of selection of the arbitrator under Section 14.3(c) to the issuance of the Award. Furthermore, the non-Prevailing Party will pay all costs and expenses of the arbitration, including the costs and expenses of any attorney appointed by American Arbitration Association pursuant to Section 14.3(c), whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the American Arbitration Association is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses.. The "Prevailing Party" will be determined as follows:

- (i) Not less than five (5) days prior to the first meeting with the arbitrator, a Party or Parties may file and serve on the other Party(ies) an offer of settlement, and within three (3) days thereafter the Party(ies) served may respond by filing and serving such Party(ies) its own offer of settlement. An offer of settlement will state that it is made under this section and will specify the amount, exclusive of interest and costs, which the Party(ies) serving the settlement offer is/are willing to agree constitutes a settlement of the Claim.
- (ii) An offer of settlement is considered rejected by the recipient unless an acceptance, in writing, is filed and served on the Party(ies) making the offer twenty-four (24) hours prior to the first meeting with the arbitrator.
- (iii) If an offer of settlement is rejected, it may not be referred to for any purpose at arbitration, but may be considered solely for the purpose of awarding costs and expenses of arbitration under Section 14.3(c).
- (iv) If Claimant makes no written offer of settlement, the amount of the Claim offered in arbitration is deemed to be Claimant's final offer of settlement under this Section 14.4(b).
- (v) If Respondent makes no written offer of settlement, Respondent's offer of settlement under this Section 14.4(b) is deemed to be zero.
- (vi) The Party(ies) whose offer, made or deemed made, is closer to the Award granted by the arbitrator is considered the "Prevailing Party" hereunder. If the difference between Claimant's and Respondent's offers and the Award is equal, neither Claimant nor Respondent is considered to be the Prevailing Party for purposes of determining the award of costs and expenses of arbitration.
- Section 14.5 Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation in accordance with Section 14.3(b) and any Party thereafter fails to abide by the terms of the agreement reached through negotiation, or if, following arbitration, any Party thereafter fails to comply with the Award, then any other Party may file suit or initiate administrative proceedings to enforce the agreement or Award without the need to again comply with the procedures set forth in Section 14.3. In such event, the Party taking action to enforce the agreement or Award is entitled to recover from the noncomplying Party (or if more than one noncomplying Party, from all the Parties pro rata) all costs incurred in enforcing the agreement or Award, including, without limitation, attorney's fees and court costs.
- Section 14.6 <u>Litigation</u>. No judicial or administrative proceeding with an amount in controversy exceeding \$25,000.00, will be commenced or prosecuted by the Association unless approved by Members of the Association entitled to vote at a regular or special meeting at which a quorum is present, duly called, in whole or in part, for the purpose of approving the proceeding. This Section will not apply, however, to actions brought by the Association to enforce the provisions of this Master Deed (including, without limitations, the foreclosure of liens); the imposition and collection of Assessments; proceedings involving challenges to ad valorem taxation; counterclaims brought by the Association in proceedings instituted against it; or actions brought by the Association

to enforce written contracts with its suppliers and service providers. This Section will not be amended unless the amendment is approved by the requisite percentage of votes of Members of the Association, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision will apply in addition to the negotiation and arbitration provisions of this Article 14, if applicable.

Section 14.7 Miscellaneous Alternative Dispute Resolution Provisions.

- (a) Conflicting Provisions. Any conflict or discrepancy between the terms and conditions set forth in this Article 14 and any term, condition or procedure of the American Arbitration Association, or any remedy allowed at law or in equity, the terms, conditions, procedures and remedies set forth herein will control.
- (b) <u>TIME IS OF ESSENCE</u>. All periods of time set forth herein or calculated pursuant to provisions of this Article 14 will be strictly adhered to, TIME BEING OF THE ESSENCE hereof.

ARTICLE X General Provisions

Section 15.1 Adherence to Provisions of Master Deed, By-Laws and Rules and Regulations. Every Owner who rents his Unit must post inside his Unit a list of the Rules and Regulations of the Association. Any rental agency handling an Owner's rental must further agree to abide by the Rules and Regulations and will be responsible for informing persons renting through its agency of any breaches of the Rules and Regulations by said persons and for taking any and all necessary corrective action. Should a particular agency or person continue not to take corrective action against the renters it has contracted with, or refuse to cooperate with the Association in the enforcement of its Rules and Regulations or other provisions of the Regime Documents, the Association may require the Owner to cease using the services of that particular rental agency. Refusal to do so may result in fines against the Owner in an amount to be determined by the Board of Directors. Any fines will be added to and become a part of the Assessment against the Unit and Owner.

Section 15.2 <u>Amendment</u>. Amendments to this Master Deed, except as herein expressly provided to the contrary, will be proposed by the Board of Directors in accordance with the following procedure:

- (a) <u>Notice</u>. Notice of the subject matter of the proposed amendment or amendments will be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered.
- (b) Adoption. The Master Deed may be amended at any time and from time to time at a meeting of the Association called in accordance with the By-Laws and this Master Deed upon the vote of Members holding at least sixty-seven (67%) of the total vote in the Association; provided, however, that if the Association will vote to amend the By-Laws in any respect, such amendment will be set forth in an amendment to this Master Deed and will be valid only when

approved by Members holding at least fifty-one (51%) of the total vote in the Association and the President of the Association shall sign the amendment the Master Deed.

- (c) <u>Nondiscrimination</u>. Irrespective of the foregoing, no amendment will (i) alter the Percentage Interest applicable to each Unit (except as permitted in accordance with Articles VI and XII and Sections 3.3 and 11.1 hereof); or (ii) discriminate against any Owner or against any Unit or class or group of Units, unless in each instance all Owners adversely affected thereby and their respective Eligible Mortgage Holders and Eligible Insurer/Guarantors expressly consent thereto in writing. Notwithstanding any Rule or Regulation or other restriction, the Board of Directors of the Association will make reasonable accommodations in its Rules and Regulations or other restrictions as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Unit and the Common Area.
- (c) <u>Necessary Amendments</u>. Notwithstanding any other provisions of this Master Deed to the contrary, if any amendment is necessary in the judgment of the Board to cure any ambiguity or to correct or supplement any provisions of the Regime Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary Mortgage market lenders, guarantors or insurers with respect to condominium projects, then at any time and from time to time a majority of the Board may effect an appropriate corrective amendment so long as written objection to such amendment is not received from Members representing at least fifty-one percent (51%) of the total votes of the Association within twenty (20) days after written notice of the proposed amendment is given to all Members.
- (d) <u>Recording.</u> A copy of each amendment provided for in this Section 15.2 will be certified by the Association as having been duly adopted and will be effective when recorded.
- Section 15.3 <u>Termination</u>. The Regime may be terminated and the Project removed from the provisions of the Act in the following manner:
- (a) Agreement. All of the Owners may remove the Project from the provisions of the Act by an instrument to that effect, duly recorded, subject to Sections 12.1 and 12.2 of this Master Deed.
- (b) <u>Destruction.</u> In the event it is determined in the manner provided in Section 5.6 that the Project will not be repaired or reconstructed after casualty, the Regime will be terminated and the Regime Documents revoked. The determination not to repair or reconstruct after casualty will be evidenced by a certificate of the Association certifying as to the facts effecting the termination.
- (c) <u>Condemnation.</u> In the event that any part of a Unit, or the Common Area essential to the use of any Unit will be taken by an authority having the power of eminent domain and the consent of Members representing at least sixty-seven (67%) percent of the total votes of the

Association as provided in Section 6.3 to a plan for continuation of the Regime will not be expressed in an amendment to this Master Deed duly recorded within ninety (90) days after such taking, the Regime will be terminated and the Regime Documents revoked. Such taking will be evidenced by a certificate of the Association certifying as to the facts effecting the termination.

Section 15.4 <u>Covenants Running With the Land</u>. All provisions of this Master Deed will be construed to be covenants running with the land, and with every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto; and each and every provision of this Master Deed will bind and inure to the benefit of the Developer and all Owners and claimants of the Project or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns.

Section 15.5 <u>Enforcement</u>. Each Owner will comply strictly with the By-Laws and with the Rules and Regulations of the Association, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Master Deed and in the deed to his Unit. Failure to comply with any of the same will be grounds for an action to recover sums due, for damages or injunctive relief, or for all three, maintainable by the Board of Directors on behalf of the Association or by any aggrieved Owner. In addition, the rights of any Owner or lessee of an Owner, their families, invitees or guests to use and to enjoy the Common Area may be suspended by the Board of Directors for continued violation of the Rules and Regulations. Failure by the Association or any Owner to enforce any of the foregoing will in no event be deemed a waiver of the right to do so thereafter.

Section 15.6 <u>Severability</u>. All provisions of this Master Deed and all of the Regime Documents will be construed in a manner which complies with the Act and South Carolina law to the fullest extent possible. If all or any portion of any provision of this Master Deed or any other Regime Documents will be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision hereof or thereof, and such provision will be limited and construed as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

Section 15.7 Gender or Grammar. The singular whenever used herein will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, will in all cases be assumed as though in each case fully expressed. In addition, the use of the terms "herein" or "hereof" will mean this Master Deed and not merely the Article, Section or Paragraph in which such term is utilized.

Section 15.8 <u>Headings</u>. All Article and section headings are utilized merely for convenience and will not restrict or limit the application of the respective Articles or Sections.

Section 15.9 <u>Powers of Attorney</u>. By acceptance of a deed or other conveyance of an interest in a Unit, all Members do hereby grant, and if further required, do agree to vote in a manner to provide to, and to ratify and confirm retention by, Developer of Developer's rights under this Master

Deed, including, without limitation, the right to amend this Master Deed in accordance with the provisions hereof. In connection with this voting agreement, each member appoints Developer as proxy for such member with full power of substitution to vote for the member on all such matters on which the member may be entitled to vote, and with respect to which there is a reservation or designation of voting rights in Developer under this Master Deed, and with all powers which the member would possess if personally present at any meeting of members. Such appointment will be, upon acceptance of a deed or other conveyance by the member and without the necessity of further action by the Developer or the member, a power coupled with an interest and will be irrevocable. Such appointment will be effective as of the date on which a deed or other conveyance of an interest to the Member is recorded in the Charleston County RMC office. This irrevocable proxy will automatically terminate thirty (30) days after the conveyance in the ordinary course of business by the Developer to the persons other than the Developer of ninety percent (90%) of the maximum number of Units to be contained in all phases of the Project. The within voting agreement and proxy are in addition to, and not in substitution of, all rights of Developer herein provided, which will run with the land.

Section 15.10 <u>Unit Deeds</u>. In accepting a deed to any Unit, the grantee will be deemed to have accepted and agreed to all terms and conditions contained in this Master Deed and the Exhibits, as amended, and further agrees to execute any and all documents reasonably requested by the Developer or the Association from time to time to expressly evidence the foregoing.

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ARTICLE XVI

Exhibits

Section 16.1 <u>Exhibits Attached</u>. The following Exhibits are attached hereto and incorporated verbatim in this Master Deed by reference as fully as if set forth herein.

<u>Description</u> <u>Identification</u>

Legal Description of the Initial Development Land	A
Site Description of the Buildings	В
Narrative Description and Floor Plans	C
Schedule of Assigned Values and Percentage Interests	D
Articles of Incorporation of Association	E
By-Laws of the Association	F

ARTICLE XVII

Construction Lender

Section 17.1 <u>General</u>. Notwithstanding anything to the contrary contained in this Master deed, until the satisfaction of record of any construction mortgage given by Developer upon the Property as presently constituted to secure a loan with which to develop the improvements for the Property such as would be commonly classified as a construction loan mortgage ("Construction Mortgage") the following provisions shall be a part of this Master Deed and shall supersede any inconsistent provisions contained heretofore in this Master Deed.

Section 17.2 <u>Lender Consent</u>. Whenever the consent of the Developer is required under this Master Deed, the written consent of the holder of the Construction Mortgage (the "Construction Mortgagee") shall also be required.

Section 17.3 <u>Violations by Developer</u>. In the event that the Developer shall violate any of its obligations as a Member, the Association shall be required to give Construction Mortgagee written notice of such failure or violation, and the Association shall be prohibited from instituting any suit or exercising any other remedy against the Developer for any such failure or violation until

it has given Construction Mortgagee ten (10) days' prior written notice of its intention to file such suit or exercising such remedy during which time Construction Mortgagee shall have the right, but not the duty, to cure any such failure or violation.

Section 17.4 <u>Amendments to Master Deed</u>. No amendment shall be made to this Master Deed or to the By-Laws of the Association, which would alter the rights of Construction Mortgagee or in any other way affect the security of Construction Mortgagee without its joinder and written consent to such amendment.

Section 17.5 <u>Possession by Construction Mortgagee</u>. If Construction Mortgagee either assumes possession of any portion of the Property or Common Elements upon which said Construction Mortgage is a lien or acquires title to unsold Property upon foreclosure of the Construction Mortgage, by purchase of the unsold Property at foreclosure sale, or by deed in lieu of foreclosure, Construction Mortgagee and its successors and assigns shall have and enjoy all rights, privileges, and exemptions granted to Developer by this Master Deed and/or By-Laws.

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed to be effective as of this day of, 2003.
WITNESS: Grove Park Condominions, LLC By: Alison M. Dailey
Its: Member
STATE OF SOUTH CAROLINA) OR ACKNOWLEDGMENT COUNTY OF CHARLESTON)
I, Abry J. World, Ju, Notary Public for South Carolina, do hereby certify that Grove Park Condominiums, LLC, by Alison M. Dailey, its Member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
WITNESS my hand and official seal this May of July, 2003.
Notary Public for South Carolina My Commission Expires:

Exhibit "C"

Narrative Description and Floor Plans

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE I

See Attached Unit descriptions

NOTE

Exhibit "B" is a survey showing the locations of Buildings and other improvements, a set of floor plans of each of the Buildings which shows graphically the dimensions, area and location of each Unit therein are set forth herein as Exhibit C, and the dimensions, area and location affording access to each Unit is shown on Exhibit B. The plat has been recorded in Plat Book EG482 at Page 482 in the RMC Office for Charleston County, South Carolina. In addition the Exhibit further includes the matters set forth below

As to each Unit: All built-in kitchen appliances, the refrigerator, air conditioner units and condensers and hot water heater located in each Unit are part of the Unit in which they are located and are not Common Areas. The balcony, deck, patio, porches (including the railings therefor) and storage areas (sto) adjacent to each Unit are Limited Common Areas and are subject to restrictions as set forth elsewhere in this Master Deed.

Reference to area as Common Areas or elements in this paragraph will be in addition to and read in conjunction with the further designations of Common Areas and elements set out in other portions of this Master Deed and the survey shown in Exhibit "B". The asphalt or concrete parking area designated on the as-built survey is a Common Area.

Exhibit "A"

Legal Description of The Land PHASE 1

ALL that certain piece, parcel and tract of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, shown and designated Lot 7A-2 (including areas B and C) as shown on that certain plat by Forsberg Engineering and Surveying, Inc. dated June 13, 2003 and revised July 7, 2003 entitled "Plat of Property Line Abandonment & Adjustment Lot 7A-2 & Residual Lot 7A-1 Grove Park at Grande Oaks Plantation, City of Charleston, Charleston County, SC", said plat being recorded in the RMC Office for Charleston County in Plat Book EG, Page 481.

Said land having such size, shape buttings and bounding as will by reference to same will more fully appear.

Grantors Address: 227 Hadrell Street, Mt. Pleasant, SC 29464

The within conveyance is expressly made subject to all easements, reservations and rights of way of record including those contained in the Master Deed and Exhibits thereto, as shown on this Exhibit and all others of record.

The aforesaid real property and the particular improvements thereon, which are hereby committed (and the location of such improvements) are shown and described on the attached survey, plot plans and building plans, which are incorporated in the description by reference and which constitute, together with this description, Exhibit "A" to the Master Deed of Grove Park at Grand Oaks Horizontal Property Regime, Phase 1. The improvements consisting of One (1) residential building within which Eight (8) Residential Units are located and the location of the individual Units within the aforesaid buildings, are located as shown and described upon the parts of this Exhibit, which locations and descriptions are also incorporated herein in this description by reference. Each Unit has appurtenant to it an undivided interest in the Common Areas as shown and described on the attached surveys, plot plans, building plans and descriptions, and as described in the Master Deed to which this is an Exhibit. All areas not contained within the Units as that term is defined in the Master Deed are Common Areas. Improvements which constitute Common Areas are streets and

Exhibit 4 continued

BKE 457PG584

driveways, sidewalks, parking areas, all corridors and halls providing access or such halls and corridors, and all other improvements not contained within or part of any Unit.

Pursuant to Section 27-31-100 of The South Carolina Code (1976), as amended, notice is given that all activities on or over and all uses of any submerged land and other critical areas are subject to the jurisdiction of the Office of Ocean and Coastal Resource Management ("OCRM") of the South Carolina Department of Health and Environmental Control (formerly known as, "The South Carolina Coastal Council"), including, but not limited to, the requirements that any activity or use must be authorized by OCRM. Any owner to the extent of his ownership is liable for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning, any submerged land, coastal waters, or any other critical area.

EXHIBIT A (CONTINE!) 457PG585

JULY 11, 2003 JULY 11, 2003 LEGAL DESCRIPTION (meter: bounds)

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-2 CONSISTING OF AREAS B, C, & E LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT LOT 7A-2 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED JUNE 13, 2003, REVISED JULY 7, 2003 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED A DISTANCE OF 33' FEET MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, AND RUNNING IN A SOUTHERLY DIRECTION ALONG THE WESTERN RIGHT OF WAY OF GROVE PARK DRIVE AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 14.38', HAVING A RADIUS OF 31.00', AND A CHORD OF S11-45-26W, 14.25', TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY \$25-02-35W A DISTANCE OF 72.42' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN A SOUTHERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 53.64', HAVING A RADIUS OF 48.00', AND A CHORD OF \$57-03-26W, 50.89' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY, S89-04-17W A DISTANCE OF 207.70' TO A PK NAIL ON THE NORTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ACROSS SAID RIGHT OF WAY, S00-55-43E A DISTANCE OF 30.00', TO A PK NAIL ON THE SOUTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG LOT 7A-1, S00-55-43E A DISTANCE OF 92.23', TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT S59-02-01W A DISTANCE OF 279.25' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-57-59W A DISTANCE OF 78.45' TO A 5/8" REBAR: THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 91.78' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N15-12-25W A DISTANCE OF 37.65' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 45.83' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-42-45W A DISTANCE OF 39.20' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 26.66' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF GROVE PARK DRIVE. THENCE TURNING AND RUNNING ACROSS SAID RIGHT OF WAY N30-33-16E A DISTANCE OF 30.00' TO A 5/8" REBAR ON THE NORTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY \$59-26-44E A DISTANCE OF 4.80' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 78.05', HAVING A RADIUS OF 268.82', AND A CHORD OF S67-45-50E,



15+14BIT A (Control)

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77.78', TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-1, N26-58-55E A DISTANCE OF 248.97' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S68-45-33E A DISTANCE OF 325.97' TO THE POINT OF BEGINNING AND CONTAINING 2.573 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY P.O. BOX 30575 CHARLESTON, SOUTH CAROLINA 29417

JOHN M. DANGERFIELD, II, - RLS NO. 21620

BAHARIT A Continual

I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCELS DESCRIBE A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATION OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

JOHN DANGERFIELD, EIT, RLS; NO. 21620

Exhibit "A" (Continued)

Legal Description of the Expansion Land

ALL that certain piece, parcel and tract of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, shown and designated Lot 7A-1 Residual as shown on that certain plat by Forsberg Engineering and Surveying, Inc. dated June 13, 2003 and revised July 7, 2003 entitled "Plat of Property Line Abandonment & Adjustment Lot 7A-2 & Residual Lot 7A-1 Grove Park at Grande Oaks Plantation, City of Charleston, Charleston County, SC", said plat being recorded in the RMC Office for Charleston County in Plat Book EG, Page 481.

Said land having such size, shape buttings and bounding as will by reference to same will more fully appear.

Pursuant to Section 27-31-100 of The South Carolina Code (1976), as amended, notice is given that all activities on or over and all uses of any submerged land and other critical areas are subject to the jurisdiction of the Office of Ocean and Coastal Resource Management ("OCRM") of the South Carolina Department of Health and Environmental Control (formerly known as, "The South Carolina Coastal Council"), including, but not limited to, the requirements that any activity or use must be authorized by OCRM. Any owner to the extent of his ownership is liable for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning, any submerged land, coastal waters, or any other critical area.

EXHIBIT B SURVEY OF BUILDINGS AND OTHER IMPROVEMENTS

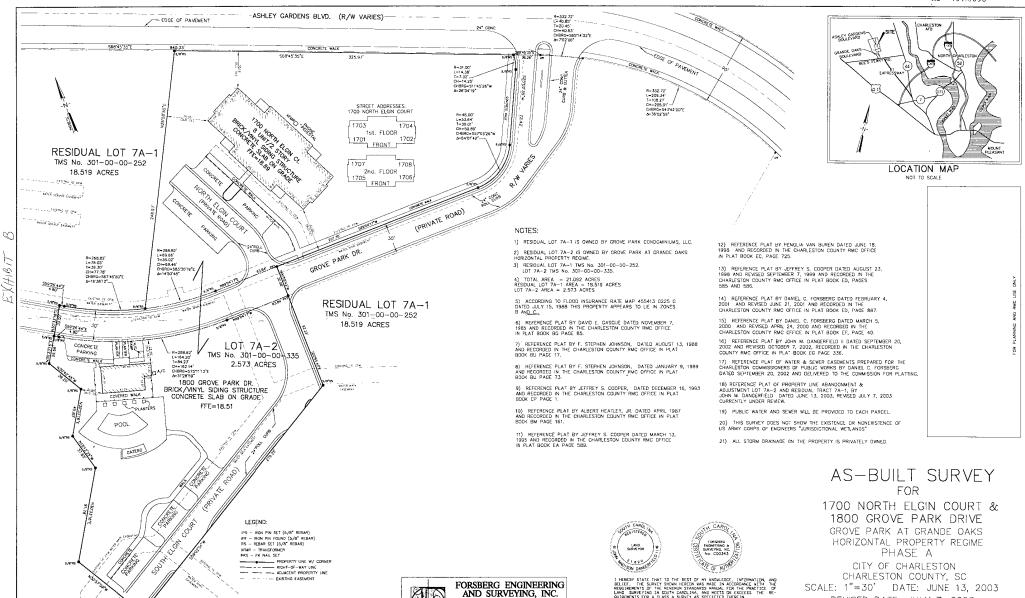
SEE ATTACHED AS-BUILT SURVEY ENTITLED "AS-BUILT SURVEY FOR 1700 NORTH ELGIN COURT & 1800 GROVE PARK DRIVE GROVE PARK AT GRANDE OAKS HORIZONTAL PROPERTY REGIME PHASE A, CITY OF CHARLESTON, CHARLESTON COUNTY, SC" BY FORSBERG ENGINEERING AND SURVEYING DATED JUNE 13, 2003 AND REVISED JULY 7, 2003, SAID Plat being recorded in the RMC Office for Charleston County in Plat Book EG, Page 482.

Pursuant to Section 27-31-100 of The South Carolina Code (1976), as amended, notice is given that all activities on or over and all uses of any submerged land and other critical areas are subject to the jurisdiction of the Office of Ocean and Coastal Resource Management ("OCRM") of the South Carolina Department of Health and Environmental Control (formerly known as, "The South Carolina Coastal Council"), including, but not limited to, the requirements that any activity or use must be authorized by OCRM. Any owner to the extent of his ownership is liable for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning, any submerged land, coastal waters, or any other critical area.

REVISED DATE: JULY 7, 2003

2 OF 2

1" = 30



1587 SAVANNAH HICHWAY SUITE B P.O. BOX 30575 CHARLESTON, SOUTH CAROLINA 29417 (843) 571–2622 FAX (843) 571–6780 CIVL ENGINEERING, SURVEYING AND LAND PLANNING

JOHN MADISON DANGERFIELD II. P. L. S. No. 21620

RESIDUAL LOT 7A-

TMS No. 301-00-00-252

18.519 ACRES

Exhibit "E"

Articles of Incorporation

BKE 45726592

ARTICLE OF INCORPORATION

OF

Grove Park at Grand Oaks Plantation Property Owners Association, Inc. (A South Carolina Nonprofit Corporation)

- Article 1. Name. The name of the corporation is Grove Park at Grand Oaks Plantation Property Owners Association, Inc. ("Association").
- Article 2. Nonprofit Corporation. The Association is formed as a nonstock, nonprofit, mutual benefit corporation under the laws of the State of South Carolina, Title 33, Charter 31, Article 1, Code of Laws of South Carolina, 1976.
- Article 3. Principal Office. The mailing address of the initial office of the Association is located in Charleston County, South Carolina at the following address 227 Haddrell Street, Mt. Pleasant, SC 29464.
- Article 4. Registered Agent and Address. The Association hereby appoints Alison M. Dailey whose address is 227 Haddrell Street, Mt. Pleasant, SC 29414 as its lawful statutory agent upon whom all notices and processes, including service of summons, may be served, and which when served, shall be lawful, personal service upon this corporation. The Board may, at any time, appoint another agent for such purpose and filling of such appointment shall revoke this or any other previous appointment of such agent.
- Article 5. Definitions. All capitalized terms used herein which are not defined shall have the same meaning as set forth in that certain Master Deed of Osprey Cove Horizontal Property Regime recorded, or to be recorded, in the public records, as it may be amended (the "Master Deed"), unless the context indicates otherwise.

Article 6. Purposes. The purposes for which the Association is formed are:

- (a) to be and constitute the Association to which reference is made in the Master Deed, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Master Deed and the By-Laws, as provided by law; and
 - (b) to provide an entity for the furtherance of the interest of the Owners.
- Article 7. Powers. The powers of the Association shall include and be governed by the following provisions:

- (a) the Association shall have all of the common law and statutory powers conferred upon nonprofit corporations under South Carolina law and all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, By-Laws, or the Master Deed, including without limitation, the power:
- (i) to fix, collect and enforce payment, by any lawful means, of assessments and other charges to be levied against the Units;
- (ii) to manage, control, operate, maintain, repair and improve the Property for which the Association by rule, regulation, covenant, or contract has a right or duty to provide such services;
- (iii) to enforce covenants, conditions or restrictions affecting any Property to the extent the Association may be authorized to do so under the Master Deed or By-Laws;
- (iv) to engage in activities which will actively foster, promote and advance the common interest of all Owners of Units subject to the Master Deed;
- (v) to buy or otherwise acquire, sell, dedicate for public use or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, own, hold, use, operate, grant easements and otherwise deal in and with real and personal property of all kinds and any right or interest therein for any purpose of the Association, subject to such limitations as may be set forth in the Master Deed or By-Laws;
- (vi) to borrow money for any purpose, subject to such limitations as may be set forth in the Master Deed or By-Laws;
- (vii) to enter into, make, perform and enforce contracts of every kind and description and to do any and all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation or other entity or agency, public or private;
- (viii) to act as agent, trustee, or other representative of other corporations, firms or individuals, and as such to advance the business or ownership interest in such corporations, firms or individuals;
- (ix) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Master Deed; and
- (x) to provide any and all services to the Condominium or Association as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights or powers which may now or hereafter be permitted by law. The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of this Article.

(b) The Association shall make no distributions of income to its Members, directors, or officers.

Article 8. Members.

- (a) The Association shall be a membership corporation without certificates or shares of stock. The Owner of each Unit shall be a Member of the Association and shall be entitled to vote in accordance with the terms of the Master Deed and the By-Laws. The manner of exercising voting rights shall be as set forth in the Master Deed and in the By-Laws of the Association.
- (b) Change of membership in the Association shall be established by recording in the public records a deed or other instrument establishing record title to real property subject to the Master Deed. Upon such recordation, the Owner designated by such instrument shall become a Member of the Association and the membership of the prior Owner shall be terminated.
- (c) The share of a Member in the privileges, rights and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as appurtenance of its Unit.
- Article 9. Dissolution. The Association may be dissolved only upon a resolution duly adopted by the Board of Directors and the approval of Members holding at least two-thirds (2/3) of the votes in the Association, or such higher percentage as may be required by the South Carolina Horizontal Property Act, South Carolina Code of Laws (1976), Section 27-31-10, et seq., as amended, and the written consent of the Developer so long as the Developer owns any property subject to the Master Deed or which may be unilaterally subjected to the Master Deed by the Developer. Upon dissolution, the assets shall be distributed to the Association's Members, or if the Association has no Members, to those persons to whom the Association holds itself out as benefitting or serving.

Article 10. Directors and Officers.

- (a) The business and affairs of the Association shall be conducted, managed and controlled by the Board of Directors. The initial Board shall consist of three directors. The number of directors may be increased in accordance with the By-Laws.
- (b) The method of election, removal, and filling of vacancies on the Board of Directors and the term of office of the directors and officers shall be as set forth in the By-Laws.
 - (c) The Board of Directors may delegate its operating authority to such corporation,

individuals and committees as it, in its discretion, may determine.

- Article 11. By-Laws. The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided for in the By-Laws. The quorum required for meetings of Members and directors shall be as forth in the Master Deed and By-Laws.
- Article 12. Liability of Directors, Officers and Committee Members. To the fullest extent that South Carolina law, as it exist on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers and committee members, no director, officer or committee member of the Association shall be personally liable to the Association or its Members for monetary damages for breach of duty or care or other duty as a director, officer or committee member. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director, officer or committee member for or with respect to any acts or omissions of such director, officer or committee member occurring prior to such amendment or repeal.

Article 13. Amendments.

- (a) The Board of Directors may amended these Articles without Member approval for specific purposes permitted under South Carolina law.
- (b) The Developer may unilaterally amend these Articles at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.
- (c) Other amendments to these Articles of Incorporation may be adopted by the approval of Members holding at least two-thirds (2/3) of the total votes in the Association, and the written consent of the Developer so long as the Developer owns any property subject to the Master Deed or which may unilaterally be subjected to the Master Deed by the Developer; provided, no amendment may be in conflict with the Master Deed: and provided, further, no amendment shall be effective to impair or dilute any rights of Members that are governed by the Master Deed. For so long as required under South Carolina law, notice of any amendment to these Articles shall be sent to Members by registered mail or published in a newspaper in Charleston County, South Carolina not less than five days before the time set for the vote on such amendment.

Article 14. Incorporator. The name and address of the incorporator of the Association

is:

Aubrey J. Wooddy, Jr. 622 Johnnie Dodds Blvd. Mt. Pleasant, SC 29464

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation, this day of ______, 2003.

Aubrey I. Wooddy, Jr., /Incorporator

Exhibit "F"

By-Laws of the Association

475 ---

BY-LAWS

OF

GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE 1.

Name, Purpose, Principal Office and Definitions

- 1.1. Name. The Name of the corporation is Grove Park at Grand Oaks Planation Property Owners Association, Inc., a non-profit corporation existing under the laws of South Carolina (the "Association").
- 1.2. Purpose. The corporation has been organized for the purpose of administering a horizontal property regime established pursuant to the Horizontal Property Regime Act of South Carolina, Section 27-31-10 et seq., as amended (the "Act").
- 1.3. Principal Office. The principal office of the Association shall be located in the State of South Carolina. The Association may have such offices, either within or outside of the State of South Carolina, as the Board of Directors may determine or as the affairs of the Association may require.
- 1.4. **Definitions**. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime filed in the RMC Office for Charleston County, South Carolina, as it may be amended (the "Master Deed"), unless the context indicates otherwise.

ARTICLE 2.

Association: Membership, Meetings, Quorum, Voting, Proxies

2.1. Membership. An Owner of a Unit shall automatically become a Member of the Association as more fully set forth in the Master Deed, the terms of which pertaining to membership are incorporated by this reference. If title to a Unit is held by more than one (1) person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) weighted vote per Unit, which vote shall be appurtenant to such Unit and weighted in accordance with the percentage of undivided interest in the Common Elements

attributable to each Unit, as shown on **Exhibit "D"** of the Master Deed. In the event an Owner is a corporation, partnership, trust or other legal entity not being a natural person or persons, then any natural person designated by the entity shall be eligible to represent such entity or entities in the affairs of the Association. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

- 2.2. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board, either within the Condominium or as convenient as is possible and practical.
- 2.3. Annual Meetings. The first annual meeting of the Association, whether a regular or special meeting, shall take place within four (4) months after either seventy five (75%) per cent of all the Units of the Condominium have been sold by the Developer or within three years of the recording of the Master Deed. Subsequent regular meetings shall be held annually on a date and at a time set by the Board.
- 2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least Fifty one percent (51%) of the total vote in the Association.
- 2.5. Notice of Meetings. Written notice stating the place, day, and time of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Association, with postage prepaid.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members either before or after a meeting. Attendance at a meeting by a Member or the Member's proxy shall be deemed waiver by such member of notice of the time, date and place thereof, unless such Member or proxy specifically objects to lack of proper notice at the time the meeting is call to order. Attendance at a special meeting also shall be deemed waiver of notice of

all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

- 2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Members or their proxies holding at least fifty-one percent (51%) of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) nor more than ten (10) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice for reconvening the meeting shall be give to Members in the manner prescribed for regular meetings.
- 2.8. Voting. The voting rights of the Members shall be as set forth in the Master Deed and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference.
- 2.9. Proxies. At all meetings of Members, each Member may vote in person (if a corporation, partnership or trust, through any officer, director, partner or trustee duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of South Carolina law. All proxies shall be in writing specifying the Unit(s) for which it is given, signed by the Members or its duly authorized attorney in fact, dated and filed with the Secretary of the Association prior to any meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Unit for which it is given, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member who is a natural person, or written revocation, or 11 months from the date of the proxy, unless a shorter period is specified in the proxy.
- 2.10. Quorum. Except as otherwise provided in these By-Laws or Master Deed, the presence, in person or by proxy, of Members representing Fifty One percent (51%) of the total votes in the Association shall constitute a quorum at all meetings of the Association. The vote of the Members present and eligible to vote representing fifty-one percent (51%) of the weighted vote present and eligible to vote shall constitute a decision of the Association.
- 2.11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all transactions occurring at such meeting.
- 2.12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a

vote, if written consent specifically authorizing the proposed action is signed by all Members entitled to vote thereon. Such consent shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days of receiving authorization for any action by written consent, the Secretary shall give notice to all Members summarizing the material features of the authorized action.

ARTICLE 3.

Board of Directors; Powers, Meetings

A. Composition and Selection.

- 3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Developer, the directors shall be Owners, residents or eligible Members; provided, however, no Owner shall be eligible to serve as a director if any assessment for such person's Unit is delinquent. A "resident" shall be any natural person eighteen (18) years of age or older whose principal place of residence is a Unit within the Condominium. In the case of a Member who is not a natural person, any officer, director, partner, employee or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by the Developer.
- 3.2. Numbers of Directors. The Board of Directors shall consist a minimum of three (3) directors and a maximum of five (5) directors, as provided in Section 3.4 below.
- 3.3. Nomination and Election of Directors. Except with respect to directors appointed by the Developer, directors shall be nominated from the floor or may be nominated by a nominating committee, if such a committee is established by the Board of Directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Each Owner may cast the entire vote assigned to his, her, its Unit for each position to be filled. There shall be no cumulative voting. The number of candidates equal to the number of positions to be filled receiving the great number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.4. Election and Terms of Office.

(a) The initial Board shall consist of a minimum of three (3) directors and a maximum of five (5) directors to be appointed by the Developer.

(b) Upon termination of the Developer's right to appoint directors as provided in the Master Deed, the number of Directors shall be set at three (3), and the Association shall hold an election at which the Members shall be entitled to elect all three (3) directors, with the two (2) directors receiving the largest number of votes being elected for a term of two (2) years and one (1) director being elected for a term of one (1) year.

Upon the expiration of the term of office of each initial director elected by the Members, a successor shall be elected to serve a term of two (2) years, and all subsequent terms shall be for two (2) years. The directors elected by the Members shall hold office until their respective successors have been elected.

3.5. Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by Members holding two-thirds (2/3) of the votes entitled to be cast for his or her election. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director.

Any director elected by the Members who has three or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the resident of a Unit that is delinquent or is the representative of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a Majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of a director elected by the Members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term.

This Section shall not apply to directors appointed by the Developer. The Developer shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by the Developer.

B. Meetings.

- 3.6 Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as the Board shall fix.
- 3.7 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as a majority of the directors shall determine, but at least one such meeting shall be held each quarter.

- 3.8 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two of the directors.
- 3.9 Notice. Notice of the time and place of a regular meeting shall be communicated to the directors not less than four (4) calendar days prior to the meeting. Notice of the time and place of a special meeting shall be communicated to directors not less than forty eight (48) hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid: (iii) telephone communication, either directly to the director or to a person in the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (iv) telecopier transmission to the director's home or office, with confirmation of receipt by the receiving telecopier; or (v) telegram, charges prepaid. All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal delivery, telephone, telecopier or telegraph shall be deemed communicated when delivered, telephoned, telecopied or given to the telegraph company.
- 3.10. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or whenever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about lack of adequate notice.
- 3.11. Telephonic Participation in a Meeting. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board or committee by means of conference telephone or similar communication equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.
- 3.12. Quorum of Board of Directors. At all meetings of the Board of Directors, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors, unless otherwise specifically provided by the By-Laws or the Master Deed. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least the Majority of the required quorum for that meeting. If any meeting of the Board of Directors

cannot be held because a quorum is not present, a Majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than ten (10) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

- 3.13. Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing at least fifty-one percent (51%) of the total votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board of Directors prior to entering into such contract and such contract was approved by a Majority of the Board of Directors, excluding the interested director.
- 3.14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of Board meetings recording all Board resolutions and all transactions and proceedings occurring at such meetings.
- 3.15. Open Meetings. Subject to the provisions of Section 3.16, all meetings of the Board of Directors shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board, reconvene in executive session, and exclude Members to discuss matters of a sensitive nature.
- 3.16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

- 3.17. Powers. The Board of Directors shall have all the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Master Deed, these By-Laws, the Articles, and as provided by law. The Board of Directors may do or cause to be done all acts and things as are not directed by the Master Deed, Articles, these By-Laws, or South Carolina law to be done and exercised exclusively by the membership generally.
 - 3.18. Duties. The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Master Deed, an annual budget establishing each Owners share of the Common Expenses;
- (b) levying and collecting such assessments from the Owners, as set forth in the Master Deed;
- (c) providing for the operation, care, upkeep, and maintenance of those portions of the Condominium as provided in the Master Deed and at least every three years the Board shall cause an independent analysis of the reserve component of the operating budget to be conducted to confirm that component replacement costs and useful lives are accurately reflected in the reserve allocation;
- (d) designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association; provided, any reserve fund may be deposited, in the director's best judgement, in depositories other than banks;
 - (f) making and amending rules in accordance with the Master Deed;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, replacements and improvements to or alterations of the Common Elements in accordance with the Master Deed and these By-Laws;
- (i) enforcing by legal means the provisions of the Master Deed, these By-Laws, and the rules of the Association and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board of Directors reasonably determines is, or, is likely to be construed as, inconsistent with applicable law, or in a case in which the Board of Directors reasonably determines that the Association's position is not strong enough to justify taking enforcement action;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Master Deed, paying the cost thereof, and filing and adjusting claims to the Association;
 - (k) paying the cost of all services rendered to the Association;

- (l) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (m) making available to any Owner, and the holder, insurer, and guarantors of any mortgage on any Unit, current copies of the Master Deed, the Articles of Incorporation, the By-Laws, rules and all other books, records and financial statements of the Association, as provided in Article 6, Section 6.4 herein;
- (n) permitting utility suppliers to use portions of the Common Elements reasonably necessary for the ongoing development or operation of the Condominium;
 - (o) granting utility or other easements upon, over or across the Common Elements; and
- (p) indemnifying a director, officer or committee member or former director, officer or committee member of the Association to the extent such indemnity is required by South Carolina law, the Articles of the Incorporation or the Master Deed.
- 3.19. Management. The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board of Directors may establish, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate such powers as are necessary for the manager's performance of its assigned duties, but shall not delegate policy-making authority.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the period that the Developer has the right to appoint and remove directors of the Association unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty. In addition, any management contract executed by the Association shall contain a termination clause permitting termination, with or without cause and without penalty, upon no more than ninety (90) days written notice.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board on all matter related to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

- 3.20. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:
- (a) cash basis accounting, as defined by generally accepted accounting principles, shall be employed;
 - (b) accounting and controls should conform to generally accepted accounting principles;
 - (c) cash accounts of the Association shall not be commingled with any other accounts;

- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing services to the Association, whether in the form of commissions, finder's fees, service fees, prizes or otherwise; any thing of value received shall benefit the Association:
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors:
- (f) commencing at the end of the quarter in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly (such financial statements shall include an income statement reflecting all income and expense activity for the proceeding period on an accrual basis and may include such other reports as deemed necessary by the Board); and
- (g) an annual financial report shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year and at each Association annual meeting. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines.
- 3.21. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period exceeds or would exceed ten (10%) of the budgeted gross expenses of the Association for that fiscal year, then Board of Directors shall obtain the approval of Members representing at least sixty-seven percent (67%) of the total votes allocated to Units prior to borrowing such money.
- 3.22. Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational or other agreements with trust, condominiums, cooperatives or neighborhoods and other owners or residents associations, within and outside of the Condominium; provided any common management agreement shall require the consent of a majority of the total numbers of directors of the Association.
- 3.23. Enforcement. In addition to such other rights as are specifically granted under the Master Deed, the Board of Directors shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the Unit of the violator, and to suspend an Owner's right to vote for violation of any duty imposed under the Master Deed, these By-Laws, or any Association rules. The failure of the Board to enforce any provision of the Master Deed, By-Laws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.
 - (a) Notice. Prior to imposition of any sanction hereunder or under the Master Deed, the

Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided, the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10 day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by the same person. In the event of a violation which recurs within one year from the date of any notice hereunder, the Board may impose a sanction without notice to the violator.

- (b) Hearing. If a hearing is requested within the allotted 10 day period, the hearing shall be held before the Board of Directors in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- (c) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Master Deed, these By-Laws, or the rules of the Association by self-help (for example, the towing of vehicles that are in violation of parking rules and the removal of pets that are in violation of pet rules) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all cost, including reasonable attorney's fees actually incurred. Any entry onto a Unit for purposes of exercising this power of self-help shall not be deemed as trespass.

ARTICLE 4

Officers

4.1. Officers. The officers of the Association shall be a President, a Vice President, Secretary and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistance Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. The offices of Secretary and Treasurer may be held by the same

person.

- 4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members, to serve until their successors are elected.
- 4.3. Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interest of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal or otherwise for the unexpired portion of the term.
- 4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Vice President shall perform those duties delegated to him by the President or the Board of Directors and he shall have the duties of the President in the absence of the President. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Master Deed and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall keep the minutes of all meetings of the Association and Board of Directors and have charge of such books and papers as the Board of Director may direct.
- 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 4.6. Agreements, Contract, Deed, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two officers or by such other persons or persons as may be designated to make it effective. The Board of Directors may grant such powers to a management company hired by it.
- **4.7.** Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Article 3, Section 3.13.

ARTICLE 5.

Committees

5.1. Appointment of committees. The Board of Directors may appoint such committees as it deems appropriate to perform such task and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

ARTICLE 6. Miscellaneous

- **6.1. Fiscal Year.** The fiscal year of the Association shall be the calendar year unless the Board of Directors establishes a different fiscal year by resolution.
- **6.2.** Parliamentary Rules. Except as may be modified by Board resolution. Robert's Rules of Order (current edition) shall govern the conduct of the Association proceedings when not in conflict with South Carolina law, the Articles of Incorporation, the Master Deed, or these By-Laws.
- 6.3. Conflicts. If there are conflicts between the provisions of South Carolina law, the Articles of Incorporation, the Master Deed, and these By-Laws, the provisions of South Carolina law, the Master Deed, the Articles of Incorporation and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

- (a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first mortgage on a Unit, any Member, any person who executed a binding contract for the purchase of a Unit, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Unit: the Master Deed, By-Laws and Articles of Incorporation, any amendments to the foregoing, the rules of the Association, books of accounts, the minutes of meetings of the members the Board of Directors, and committees, and the Association's corporate books and records. The Board of Directors shall provide for such inspection to take place at the office of the Association or at such place within the Condominium as the Board shall designate.
 - (b) Rules for Inspection. The Board shall establish reasonable rules with respect to:
 - (i) notice to be given to the custodian of the records;
 - (ii) hours and days of the week when such an inspection may be made; and
 - (iii) payment of the cost of reproducing copies of documents requested.
- (c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.
 - 6.5. Notices. Except as otherwise provided in the Master Deed or these By-Laws, all

notices, demands, bills, statements and other communications under the Master Deed or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

- (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member, or
- (b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. Amendment.

- (a) By Developer. For so long as the Developer has the right to appoint and remove directors of the Association as provided in the Master Deed, the Developer may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units, (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely effect the title to any Unit unless the Owner shall consent in writing.
- (b) By Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least two-thirds (2/3) of the total votes in the Association and for so long as the Developer owns a Unit or has the right to appoint a Majority of the directors of the Association, the consent of the Developer. If a meeting is called for the purpose of considering a proposed amendment hereunder, such meeting shall be called in accordance with these By-Laws. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.
- (c) By the Board of Directors As provided for in Section 15.2 (d) of the Master Deed when the conditions contained therein are meet.
- (d) Validity and Effective Date. Any amendment to these By-Laws shall become effective upon recordation in the County in which the Master Deed is filed, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within three months of it recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any

provisions of these By-Laws.

No amendment may remove, revoke or modify any right or privilege of Developer without the written consent of the Developer for so long as the Developer owns any portion of the Condominium.

If a Member consents to any amendment to the Master Deed or these By-Laws, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any mortgage or contract between the Member and a third party will affect the validity of such amendment.

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BKE 457PG613

The foregoing was adopted as By-Laws of Grove Park at Grand Oaks Planation Property Owners Association, Inc., at the first meeting of the Board of Directors on the fi

Grove Park at Grand Oaks Plantation Property

Owners Association, Inc.

By: Alison M. Dailey

Its: President

BKE 457PG614

EXHIBIT D (continued)

The following Exhibit indicates the percentage interest for each unit as phases are added to the Regime. There is no requirement that Developer add any additional Phases to the Regime.

Number of U	<u>Jnits</u>	Value	Percentage Interest
Units 1-8,	Phase 1	100,000 each	12.50000 % for each unit
Units 1-16,	Phase 2	100,000 each	6.25000 % for each unit
Units 1-24,	Phase 3	100,000 each	4.16666 % for each unit
Units 1-32,	Phase 4	100,000 each	3.12500 % for each unit
Units 1-40,	Phase 5	100,000 each	2.50000 % for each unit
Units 1-48,	Phase 6	100,000 each	2.08333 % for each unit
Units 1-56,	Phase 7	100,000 each	1.78571 % for each unit
Units 1-64,	Phase 8	100,000 each	1.56250 % for each unit
Units 1-72,	Phase 9	100,000 each	1.38888 % for each unit
Units 1-80,	Phase 10	100,000 each	1.25000 % for each unit
Units 1-88,	Phase 11	100,000 each	1.13636 % for each unit
Units 1-96,	Phase 12	100,000 each	1.04166 % for each unit
Units 1-104	Phase 13	100,000 each	0.96153 % for each unit
Units 1-112,	Phase 14	100,000 each	0.89285 % for each unit
Units 1-120,	Phase 15	100,000 each	0.83333 % for each unit
Units 1-128	Phase 16	100,000 each	0.78125 % for each unit
Units 1-136	, Phase 17	100,000 each	0.73529 % for each unit

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

<u>Value</u>	Percentage Interest Per Act
0,000	12.5000%
0,000	12.5000%
0,000	12.5000%
0,000	12.5000%
0,000	12.5000%
0,000	12.5000%
0,000	12.5000%
0.000	12.5000%
00,000	100.0000%
	Value 00,000 00,000 00,000 00,000 00,000 00,000 00,000 00,000

Exhibit "C" (Cartinued)

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE I

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase I is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 1704 North Elgin Court and 1706 North Elgin Court: The "Ashford" plan

This unit is a two (2) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 1704: Approximately 1300 Square Feet
Unit 1706: Approximately 1300 Square Feet

Approximately

Units 1702 North Elgin Court, 1703 North Elgin Court, 1705 North Elgin Court, 1707 North Elgin Court: The "Buchanan" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The

kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 1702: Approximately 1300 Square Feet
Unit 1703: Approximately 1300 Square Feet
Unit 1705: Approximately 1300 Square Feet
Unit 1707: Approximately 1300 Square Feet

Unit 1701 North Elgin Court and 1708 North Elgin Court: The "Collingwood" plan

This unit is a three (3) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 1701: Approximately 1300 Square Feet Unit 1708: Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

The arrangement of individual dwelling apartments in Building 1700 North Elgin Court is as follows:

Second Floor Back	1707	1708
Second Floor Front	1705	1706
First Floor Back	1703	1704
First Floor Front	1701	1702

The front of the individual building faces towards North Elgin Court as shown on the plat referenced herein in Exhibit "B".

EXHIBIT C (BONTINUED)

CERTIFICATION

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ENGINEER'S CERTIFICATION

I certify to the best of my knowledge, information and belief, that the following 2 pages (FLOOR PLAN and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase II, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E. Registered Engineer State of South Carolina

License # 5470

Date: 6/27 , 2003

ANNIE OF

17 HIBIT



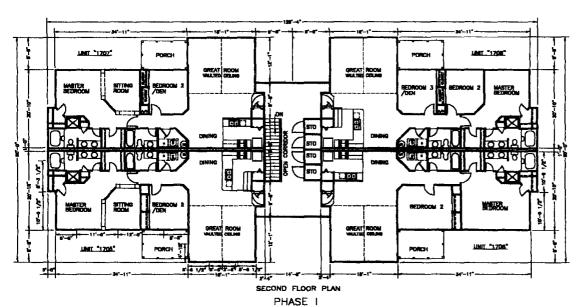




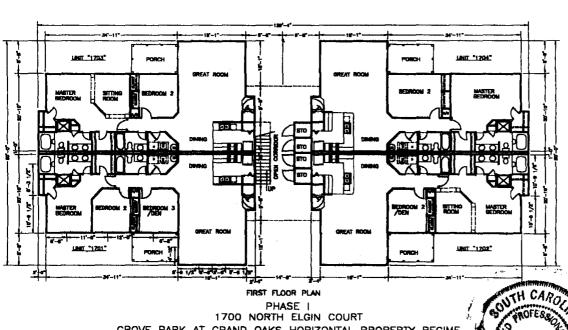
BOTH END ELEVATIONS

DIMENSIONS AND OPTIONS MAY WARY DUE TO OWNER SELECTIONS AND/OR FIELD CHANGES - FIELD VERIFY GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

Exhibit C (continue) 457PG620



1700 NORTH ELGIN COURT
GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME
DIMENSIONS AND OPTIONS MAY WAY DUE TO CHINER SELECTIONS AND/OR FIELD CHANGES - FIELD VERHY



GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

RECORDER'S PAGE

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THE WOODDY LAW FIRM ATTGOTTOS AT U. 622 JOHNNIE DO: 11.D. MT. PLEASANT, SC 20404

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2003 JUL 14 PM 12: 10

CHARLIE LYBRAND REGISTER CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR

RECEIVED FROM RMC

JUL 3 U 2003

PEGGY A. MOSELEY CHARLESTON COUNTY AUDITOR

(843) 958-4800 2 Courthouse Square Charleston, SC 29401

STATE OF SOUTH CAROLINA) FIRST AMENDMENT

TO THE MASTER DEED OF
GROVE PARK AT GRAND OAKS PLANTATION
HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this First Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533; and

WHEREAS, all of the said terms of said Master Deed shall apply as well in this First Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase B (sometimes referred to herein as Phase II) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase B (sometimes referred to herein as Phase II), as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase B (sometimes referred to herein as Phase II).

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Second Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase B (sometimes referred to herein as Phase II) are shown and described in the Exhibits to this Second Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Second Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase II, their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase II within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

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In Witness Whereof, the Grantor has executed this second Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 30 day of 0ctober, 2003.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grove Park Condominiums, LLC a South Carolina limited liability company

Alison M. Dailey, Authorized Member

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as Authorized Member of Grove Park at Grand Oaks Plantation, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 36 day of och be., 2003.

Notary Public in and for SC

My Commission Expires: /// /3/12

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Section Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Secret Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 3 day of 2003.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Alison M. Dailey, Presiden

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 30 day of October, 2003.

Notary Public in and for S

My Commission Expires: _//

EXHIBIT A # 1167376335

OCTOBER 29, 2003 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-3 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-3 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED SEPTEMBER 22, 2003, REVISED OCTOBER 13, 2003, AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-3 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 277.27' TO A 5/8" REBAR , THENCE TURNING AND RUNNING ALONG LOT 7A-1 N36-50-46W A DISTANCE OF 114.41' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N53-09-14E A DISTANCE OF 18.50' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N36-50-46W A DISTANCE OF 140.32' TO A 5/8" REBAR SET ON THE SOUTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S89-04-17W A DISTANCE OF 136.61' TO A PK NAIL, THENCE TURNING AND RUNNING ALONG LOT 7A-1 S00-55-43E A DISTANCE OF 92.23' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT \$59-02-01W A DISTANCE OF 279.25' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-57-59W A DISTANCE OF 78.45' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 91.78' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N15-12-25W A DISTANCE OF 37.65' TO A 5/8" REBAR. THENE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 45.83' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ÁLONG SAID LOT N30-42-45W A DISTANCE OF 39.20' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 26.66' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ACROSS SAID RIGHT OF WAY N30-33-16E A DISTANCE OF 30.00' TO A 5/8" REBAR ON THE NORTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S59-26-44W A DISTANCE OF 4.80 TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 78.05', HAVING A RADIUS OF 268.82', AND CHORD OF S67-45-50E, 77.78', TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N26-58-55E A DISTANCE OF 248.97' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY \$68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALAONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF \$65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF \$43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 4.130 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY P.O. BOX 30575 CHARLESTON, SOUTH CAROLINA 29417

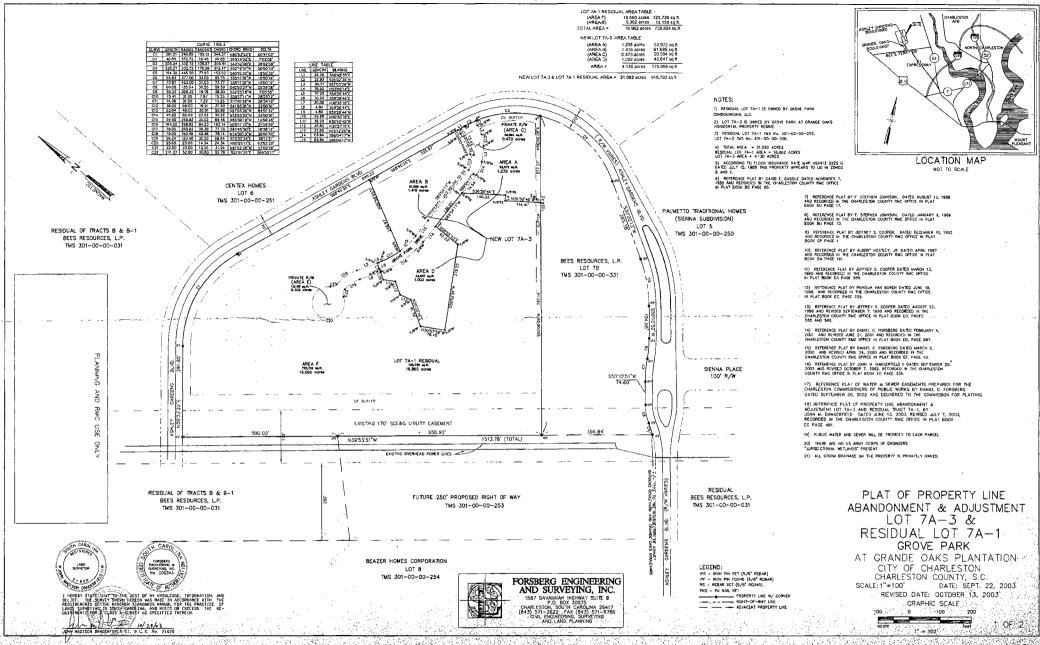
JOHN M. DANGERFIELD, II, - RLS NO. 21620

Being a portion of the property conveyed to Grove Park Condominiums, LLC by deed of Bees Resources, LP recorded November 20, 2001 in Book F388 at page 860 in the RMC Office for Charleston County.

WITH BIT A I DATE POSSO

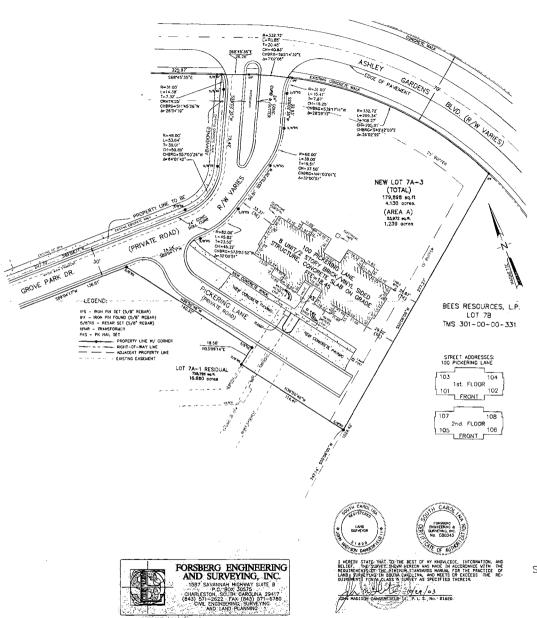
I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATION OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

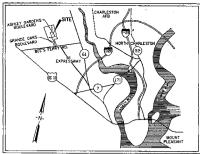
John M. Dangerfield II, R.L.S., No. 21620



NOTES:

- t) RESIDUAL LOT 7A-1 IS OWNED BY GROVE PARK CONDOMINIUMS, LLC.
- 2) RESIDUAL LOT 7A-3 'S OWNED BY GROVE PARK AT GRANDE OAKS HORIZONTAL PROPERTY REGIME.
- RESIDUAL LOT 7A-1 TMS No. 301-00-00-252. LOT 7A-3 TMS No. 301-00-00-335.
- 4) TOTAL AREA # 21.092 ACRES
 RESIDUAL LOT 7A-1 AREA = 16.660 ACRES
 LOT 7A-3 AREA = 4130 ACRES
- 5) ACCORDING TO FLOOD INSURANCE RATE MAP 455413 0225 G DATED JULY 15, 1988 THIS PROPERTY APPEARS TO LIE IN ZONES R AND C.
- 6) REFERENCE PLAT BY DAVID E. GASQUE DATED NOVEMBER 7. 1985 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BG PAGE 85.
- 7) REFERENCE PLAT BY F. STEPHEN JOHNSON, DATED AUGUST 13, 1988 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT 900K BU PAGE 17.
- 8) REFERENCE PLAT BY F. STEPHEN JOHNSON, DATED JANUARY 9, 1989 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BU PAGE 73.
- 9) REFERENCE PLAT BY JEFFREY S. COOPER, DATED DECEMBER 16, 1993 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CP PAGE 1.
- 10) REFERENCE PLAT BY ALBERT HEATLEY, JR. DATED APRIL 1987 AND RECORDED IN THE CHARLESTON COUNTY RNC OFFICE IN PLAT BOOK BM PAGE 151.
- 1) REFERENCE PLAT BY JEFFREY S. COOPER DATED MARCH 13, 1995 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EA PAGE 589.
- 12) REFERENCE PLAT BY PENOLIA VAN BUREN DATED JUNE 18, 1998 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EC, PAGE 725.
- 13) REFERENCE PLAT BY JEFFREY S. COOPER DATED AUGUST 23. 1998 AND REVISED SEPTEMBER 7, 1999 AND RECORDED IN THE CHARLESTON COUNTY RNC OFFICE IN PLAT BOOK ED, PAGES 585 AND 566.
- 14) REFERENCE PLAT BY DANIEL C. FORSBERG DATED FEBRUARY 4, 2001 AND REVISED JUNE 21, 2001 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK ED, PAGE 887.
- 15) REFERENCE PLAY BY DANIEL C. FORSBERG DATED MARCH 5, 2000 AND REVISED APRIL 24, 2000 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF, PAGE 40.
- 16) REFERENCE PLAT BY JOHN M. DANGERFIELD II DATED SEPTEMBER 20, 2002 AND REVISED OCTOBER 7, 2002, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 336.
- 17) REFERENCE PLAT OF WATER & SEWER EASEMENTS PREPARED FOR THE CHARLESTON COMMISSIONERS OF PUBLIC WORKS BY DANIEL C FORSBERG DATED SEPTEMBER 20, 2002 AND DELIVERED TO THE COMMISSION FOR PLATTING.
- 18) REFERENCE PLAT OF PROPERTY LIME ABANDONMENT & ADJUSTMENT LOT 7A-2 AND RESIDUAL TRACT 7A-1, BY JOHN M. DANGEFRIELD DATE JUNE 13, 2003, REVESED JULY 7, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 481.
- 19) REFERENCE AS BUILT DURVEY FOR 1700 NORTH ELGIN COURT AND 1800 GROVE PARK DRIVE, BY JOHN M. DANCERFELD II, DATED JUNE 13, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK 60 PAGE 482.
- 20) REFERENCE PLAT OF PROPERTY LINE ABANDONMENT & ADJUSTMENT LOT 7A-3 & RESIDUAL TRACT 7A-1, BY JOHN M. DANCERFIELD II, DATED SEPT. 29, 2003, CURRENTLY UNDER REVIEW.
- 21) PUBLIC WATER AND SEWER WILL BE PROVIDED TO EACH PARCEL.
- 22) THERE ARE NO WETLANDS PRESENT.
- 23) ALL STORM DRAINAGE ON THE PROPERTY IS PRIVATELY OWNED.





LOCATION MAP



AS-BUILT SURVEY

FOR

100 PICKERING LANE GROVE PARK AT GRANDE ÓAKS HORIZONTAL PROPERTY REGIME PHASE B

CHY OF CHARLESTON CHARLESTON COUNTY, SC SCALE: 1"=30' DATE: SEPT-29, 2003 REVISED DATE: OGTOBER 13, 2003



2. OF 2

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Participant

8X

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE II

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase II is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 102 Pickering Lane, 107 Pickering Lane, and 108 Pickering Lane: The "Ashford" plan These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 102: Approximately 1300 Square Feet Unit 107: Approximately 1300 Square Feet Unit 108: Approximately 1300 Square Feet

Units 101 Pickering Lane and 105 Pickering Lane: The "Buchanan" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned

above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 101: Approximately 1300 Square Feet Unit 105: Approximately 1300 Square Feet

Unit 103 Pickering Lane, 104 Pickering Lane and 106 Pickering Lane: The "Collingwood" plan These units are three (3) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 103: Approximately 1300 Square Feet
Unit 104: Approximately 1300 Square Feet
Unit 106: Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

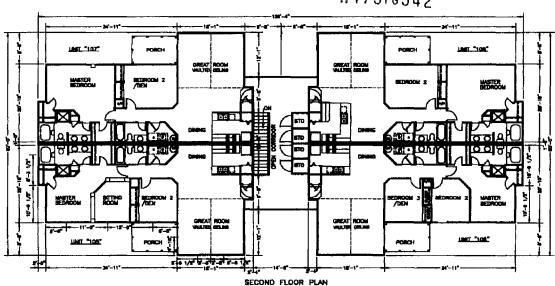
The arrangement of individual dwelling apartments in Building 100 Pickering Lane is as follows:

Second Floor Back	107	108
Second Floor Front	105	106
First Floor Back	103	104
First Floor Front	101	102

The front of the individual building faces towards Pickering Lane as shown on the plat referenced herein in Exhibit "B".

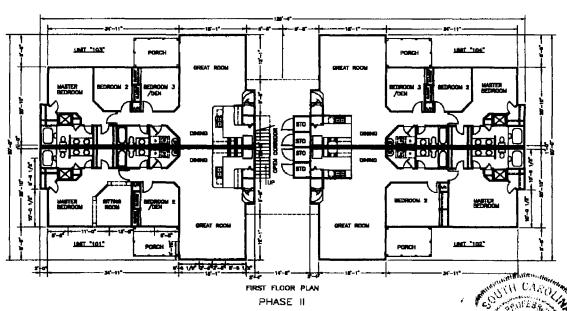
EXHIBIT C (continued)

BK 1473PG342



PHASE II

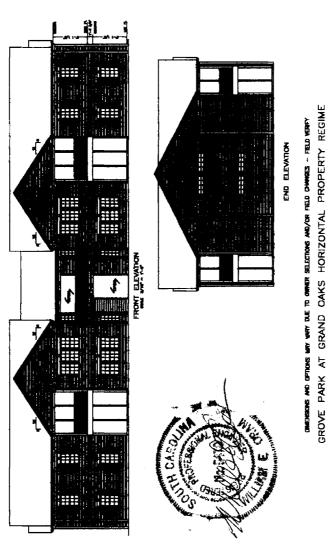
100 PICKERING LANE
GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME
DIMENSIONS AND OPTIONS MAY VARY DUE TO OWNER SELECTIONS AND/OR FIELD CHANGES - FIELD VERIFY



100 PICKERING LANE
GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

WE CO

BX 11473PG343



1 11/73PG344

DIFFIRIT C (BONDWILL)

CERTIFICATION

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ENGINEER'S CERTIFICATION

I certify to the best of my knowledge, information and belief, that the following 2 pages (FLOOR PLAN and ELEVATIONS) adequately and accurately $\frac{1}{2}$ illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase II, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

> Registered Engineer State of South Carolina

License # 5470

Date: 6/27 , 2003

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

<u>Unit #</u>	Value	Percentage Interest Per Act
1701 North Elgin Ct.	\$100,000	06.2500%
1702 North Elgin Ct.	100,000	06.2500%
1703 North Elgin Ct.	100,000	06.2500%
1704 North Elgin Ct.	100,000	06.2500%
1705 North Elgin Ct.	100,000	06.2500%
1706 North Elgin Ct.	100,000	06.2500%
1707 North Elgin Ct.	100,000	06.2500%
1708 North Elgin Ct.	100,000	06.2500%
101 —Pickering Lane	100,000	06.2500%
102 — Pickering Lane	100,000	06.2500%
103 — Pickering Lane	100,000	06.2500%
104 — Pickering Lane	100,000	06.2500%
105 — Pickering Lane	100,000	06.2500%
106 — Pickering Lane	100,000	06.2500%
107 — Pickering Lane	100,000	06.2500%
108 — Pickering Lane	<u>100,000</u>	<u>06.2500%</u>
TOTALS	\$1,600,000	100.0000%

RECORDER'S PAGE

This page Must remain with the original document.

THE WOODDY LAW FIRM ATTORNEYS AT LAW 622 JOHNNIE DODDS BLVD. MT. PLEASANT, SC 29464



11473PG346

amend k/D

Recording Fee State Fee County Fee Postage TOTAL

RECEIVED FROM RMC

NOV 25 2003

PEGGY A. MOSELEY CHARLESTON COUNTY AUDITOR

FILED

W473 - 330 2003 OCT 31 AM 10: 13

CHARLIE LYBRAND REGISTER CHARLESTON COUNTY SC

PID VERIFIED

(843) 958-4800 2 Courthouse Square Charleston, SC 29401

STATE OF SOUTH CAROLINA)		SECOND AMENDMENT
)		TO THE MASTER DEED OF
)	(GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)		HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Second Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Second Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase C (sometimes referred to herein as Phase III) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase C (sometimes referred to herein as Phase III), as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase C (sometimes referred to herein as Phase III).

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Second Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase C (sometimes referred to herein as Phase III) are shown and described in the Exhibits to this Second Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Second Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase C (sometimes referred to as Phase III), their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase C (sometimes referred to as Phase III) within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

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WF 484PG678

·	or has executed this Second Amendment to the Plantation Horizontal Property Regime this /6 day
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	Grove Park Condominiums, LLC a South Carolina limited liability company
	Dim M Daley
Godonly	Alison M. Dailey, Authorized Member
STATE OF SOUTH CAROLINA)	ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as Authorized Member of Grove Park at Grand Oaks Plantation, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

COUNTY OF CHARLESTON

Witness my hand and official seal this 16 day of Februany, 2004.

Notary Public in and for SC

My Commission Expires: ////3/12

BKF 484PG679

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Second Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Second Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 16 has of 16 has of 16 has on 10 has plantation Horizontal Property Regime this 16 has of 16 has on 10 ha

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Alison W. Daney, Fresheem

STATE OR SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 16 day of colorum, 2003.

Notary Public in and for SC

My Commission Expires: 4//3/12

FEBRUARY 12, 2004 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-4 CONSISTING OF AREA A, B, C, D & E LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-4 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED JANUARY 12, 2004, REVISED JANUARY 19, 2004, AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-4 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 277.27' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N36-50-46W A DISTANCE OF 55.42' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT IN A WESTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 106.93', HAVING A RADIUS OF 108.51', AND A CHORD OF S80-41-05W, 102.65' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N71-05-10W A DISTANCE OF 197.23' TO AN "X" SCRIBED IN THE CONCRETE CURB, THENCE TURNING AND RUNING ALONG SAID LOT \$59-02-01W A DISTANCE OF 222.19' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-57-59W A DISTANCE OF 78.45' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 91.78' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N15-12-25W A DISTANCE OF 37.65' TO A 5/8" REBAR, THENE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 45.83' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-42-45W A DISTANCE OF 39.20' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 26.66' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF GROVE PARK DRIVE. THENCE TURNING AND RUNNING ACROSS SAID RIGHT OF WAY N30-33-16E A DISTANCE OF 30.00' TO A 5/8" REBAR ON THE NORTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S59-26-44W A DISTANCE OF 4.80' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 78.05', HAVING A RADIUS OF 268.82', AND CHORD OF S67-45-50E, 77.78', TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N26-58-55E A DISTANCE OF 248.97' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE,

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THENCE CONTINUING ALAONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF \$43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 4.922 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY P.O. BOX 30575 **CHARLESTON, SOUTH CAROLINA 29417**

JOHN M. DANGERFIELD, II, - RLS NO. 21620

See PLAT BOOK EG PAGE 852 -

EXHIBIT A (CONTINUED)

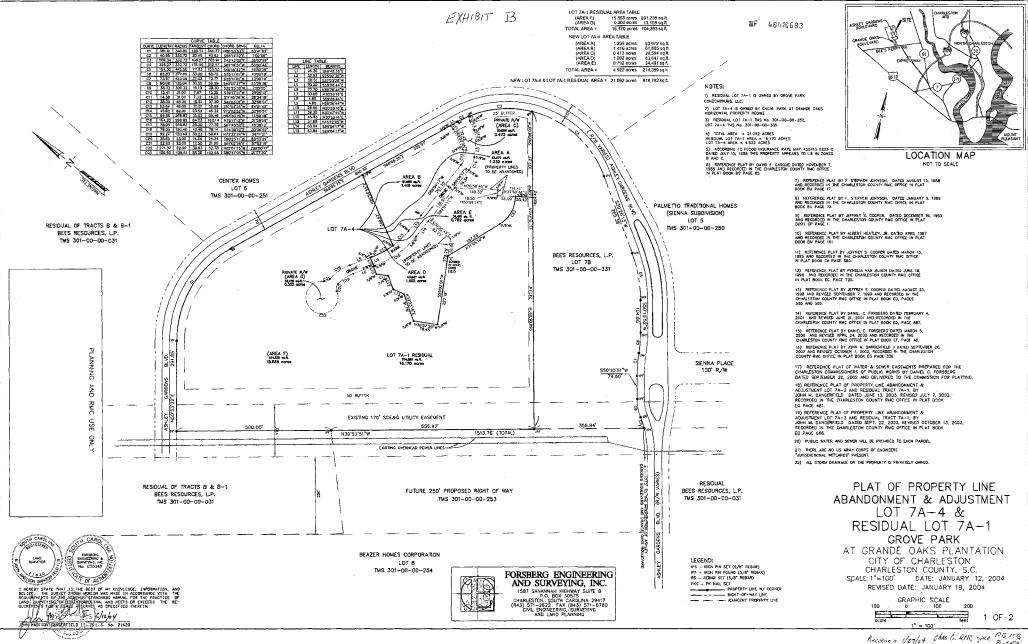
I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABO' 'E LOT DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES AND THAT THE EXHIBIT B ATTACHED HERETO ACCURATELY REFLECTS THE HORI ZONTAL AND VERTICAL LOCATIONS OF THE IMPROVEMENTS AND OF THE COM MON ELEMENTS SHOWN THEREON. I FURTHER CERTIFY THAT I AM A LICE USED SURVEYOR IN THE STATE OF SOUTH CAROLINA.

Dated 2/16/04

John M. Dangerfield, II

Licensed Surveyor for State of South Carolina

PLS # 21620



LOCATION MAP



NOT TO SCALE



NOTES:

1) RESIDUAL LOT 7A-1 IS OWNED BY GROVE PARK CONDOMINIUMS, LLC.

2) RESIDUAL LOT 7A-4 IS OWNED BY GROVE PARK AT GRANDE DAKS HORIZONTAL PROPERTY REGIME.

RESIDUAL LOT 7A-1 TMS No. 301-00-00+252. LOT 7A-4 TMS No. 301-00-00+335.

4) TOTAL AREA = 21.092 ACRES
RESIDUAL LOT 7A-1 AREA = 16.170 ACRES
LOT 7A-4 AREA = 4.922 ACRES

5) ACCORDING TO FLOOD INSURANCE RAIT MAP 455413 0225 G DATED JULY 15, 1988 THIS PROPERTY APPEARS TO LIE IN ZONES B AND C.

6) REFERENCE PLAT BY DAVID E. GASQUE DATED NOVEMBER 7, 1985 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BG PAGE 85.

7) REFERENCE PLAY BY F. STEPHEN JOHNSON, DATED AUGUST 13, 1988 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BU PAGE 17.

8) REFERENCE PLAT BY F. STEPHEN JOHNSON, DATED JANUARY 9, 1989 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BU PAGE 73.

9) REFERENCE PLAT BY JEFFREY S. COOPER, DATED DECEMBER 16, 1993 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CP PAGE 1.

10) REFERENCE PLAT BY ALBERT HEATLEY, JR. DATED APRIL 1987 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BM PAGE 161.

11) REFERENCE PLAT BY JEFFREY S. CODPER DATED MARCH 13, 1995 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EA PAGE 589.

12) REFERENCE PLAT BY PENOUA VAN BUREN DATED JUNE 18, 1998 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EC, PAGE 725.

13) REFERENCE PLAT BY METREY S. COOPER DATED AUGUST 23, 1998 AND REVISED SEPTEMBER 7, 1999 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK ED, PAGES 595 AND \$86.

14) REFERENCE PLAT BY DANIEL C. FORSBERG DATED FEBRUARY 4, 2001 AND REVISED JUNE 21, 2001 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK ED, PAGE 887.

15) REFERENCE PLAT BY DANIEL C. FORSBERG DATED MARCH 5. 2000 AND REVISED APRIL 24, 2000 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF, PAGE 40.

16) REFERENCE PLAT BY JOHN M. DANGERFIELD II DATED SEPTEMBER 20, 2002 AND REVISED OCTOBER 7, 2002, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 336.

17) REFERENCE PLAT OF WATER & SEWER EASEMENTS PREPARED FOR THE CHARLESTON COMMISSIONERS OF PUBLIC WORKS BY DANIEL C. FORSBERG DATED SEPTEMBER 20, 2002 AND DELIVERED TO THE COMMISSION FOR PLATTING.

18) REFERENCE PLAT OF PROPERTY LINE ABANDONNENT & ADJUSTMENT LOT TA-2 AND RESIDUAL TRACT 7A-1, BY JOHN A DANGERFIELD DATES UNIE 13, 2003, REVENSO JULY 7, 2003, RECORDED IN THE CHARLESTON COUNTY RING OFFICE IN PLAT BOOK EG PAGE 481.

19) REFERENCE AS BUILT SURVEY FOR 1700 NORTH ELGIN COURT AND 1800 GROVE PARK DRIVE, BY JOHN M. DANGERFIELD II, DATED JUNE 13, 2003, REVISED JULY 7, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN

20) REFERENCE PLAT OF PROPERTY LINE ABANDONMENT & ADJUSTMENT LOT 7A-3 & RESIDUAL TRACT 7A-1, BY JOHN M. DANGERFIELD II, DATED SEPT. 22. 2003, REVISED OCT. 13, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 686.

21) REFERENCE AS BUILT SURVEY FOR 100 PICKERING LANE BY JOHN M. DANGERNELD II, DATED SEPT. 29, 2003, REVISED OCT. 13, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 687

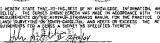
22) PUBLIC WATER AND SEWER WILL BE PROVIDED TO EACH PARCEL.

23) THERE ARE NO WETLANDS PRESENT.

24) ALL STORM DRAINAGE ON THE PROPERTY IS PRIVATELY OWNED.







HORIZONTAL PROPERTY REGIME PHASE C CITY OF CHARLESTON

CHARLESTON COUNTY, SC SCALE: 1"=30' DATE: JANUARY 12, 2004 REVISED DATE: JANUARY 19, 2004

AS-BUILT SURVEY

FOR

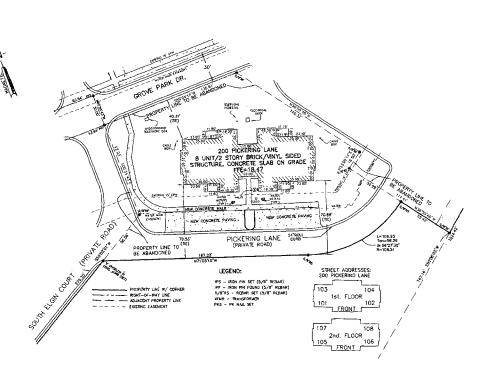
200 PICKERING, LANE

GROVE PARK AT GRANDE OAKS



CHAIS CO. ROR Paudinipus 1-27.04 PBEG 14653

2 OF: 2



FORSBERG ENGINEERING AND SURVEYING, INC. 1587 SAVANNAH HIGHWAY SUITE 8 F.O. BOX 30575 CHARLESTON, SOUTH CAROLINA 29417 (843) 571-2822 FAX (843) 571-6780 CIVIL ENGINEERING, SURVEYING AND LAND PLANNING



Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE III

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase III is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 204 Pickering Lane, 205 Pickering Lane, and 208 Pickering Lane: The "Ashford" plan This unit is a two (2) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 204: Approximately 1300 Square Feet Unit 205: Approximately 1300 Square Feet Approximately 1300 Square Feet Approximately 1300 Square Feet

<u>Units 201 Pickering Lane, 203 Pickering Lane, and 206 Pickering Lane: The "Buchanan" plan</u>
These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned

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above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 201: Approximately 1300 Square Feet Unit 203: Approximately 1300 Square Feet Unit 206: Approximately 1300 Square Feet

Unit 202 Pickering Lane and 207 Pickering Lane: The "Collingwood" plan

This unit is a three (3) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 202: Approximately 1300 Square Feet Unit 207: Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

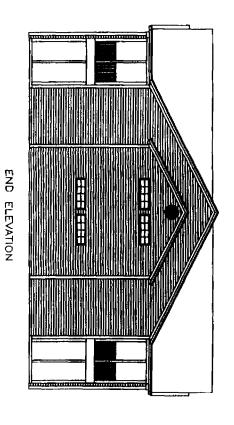
The arrangement of individual dwelling apartments in Building 200 Pickering Lane is as follows:

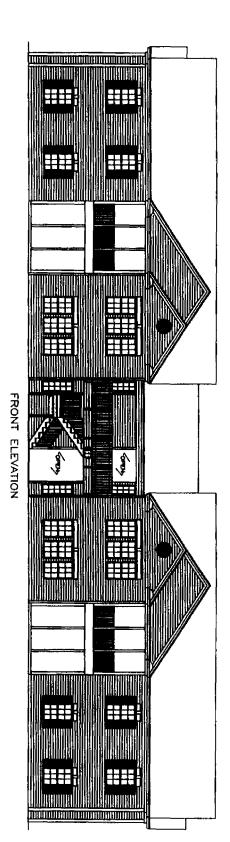
Second Floor Back	207	208
Second Floor Front	205	206
First Floor Back	203	204
First Floor Front	201	202

The front of the individual building faces towards Pickering Lane as shown on the plat referenced herein in Exhibit "B".

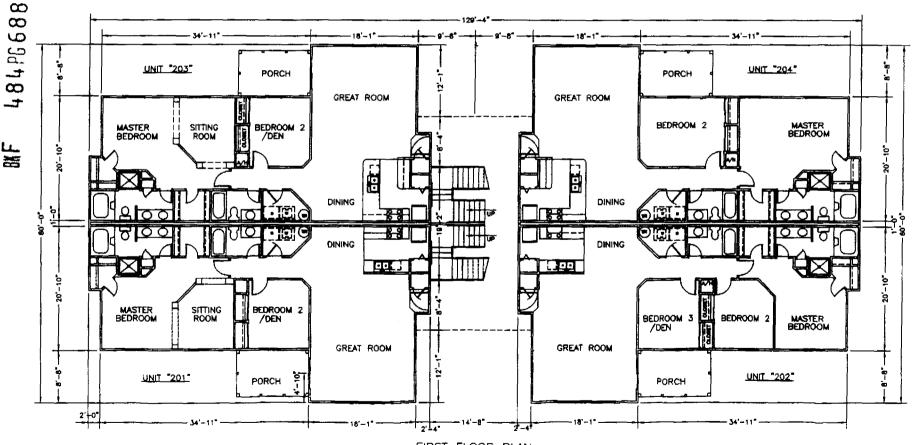
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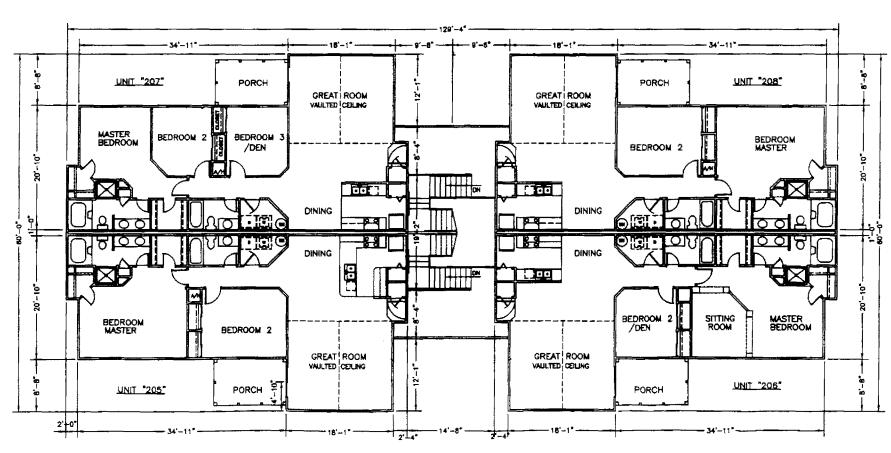




FIRST FLOOR PLAN

PHASE III 200 PICKERING LANE





SECOND FLOOR PLAN
PHASE III
200 PICKERING LANE

BKF 484P6690

CERTIFICATION

STATE OF SOUTH CAROLINA)

ENGINEER'S CERTIFICATION

COUNTY OF CHARLESTON

I certify to the best of my knowledge, information and belief, that the following 2 pages (FLOOR PLAN and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase III, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E. Registered Engineer State of South Carolina License # 5470

Date: 2/6 , 2004

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

Unit#	<u>Value</u>	Percentage Interest Per Act
1701 North Elgin Ct.	\$100,000	04.1660%
1702 North Elgin Ct.	100,000	04.1660%
1703 North Elgin Ct.	100,000	04.1660%
1704 North Elgin Ct.	100,000	04.1660%
1705 North Elgin Ct.	100,000	04.1660%
1706 North Elgin Ct.	100,000	04.1660%
1707 North Elgin Ct.	100,000	04.1660%
1708 North Elgin Ct.	100,000	04.1660%
101 —Pickering Lane	100,000	04.1670%
102 — Pickering Lane	100,000	04.1670%
103 — Pickering Lane	100,000	04.1670%
104 — Pickering Lane	100,000	04.1670%
105 — Pickering Lane	100,000	04.1670%
106 — Pickering Lane	100,000	04.1670%
107 — Pickering Lane	100,000	04.1670%
108 — Pickering Lane	100,000	04.1670%
201 — Pickering Lane	100,000	04.1670%
202 — Pickering Lane	100,000	04.1670%
203 — Pickering Lane	100,000	04.1670%
204 — Pickering Lane	100,000	04.1670%
205 — Pickering Lane	100,000	04.1670%
206 — Pickering Lane	100,000	04.1670%
207 — Pickering Lane	100,000	04.1670%
208 — Pickering Lane	100,000	<u>04.1670%</u>
TOTALS	\$2,400,000	100.0000%

RECORDER'S PAGE

This page Must remain with the original document.



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Recording	0
Fee	23.10
State	_
Fee	
County	
Fee	
Postage	
TOTAL	23.00
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THE WOODDY LAW FIRM, LLC ATTORNEYS AT LAW 622 JOHNNIE DOODS BLVD. MOUNT PLEASANT SC 20104

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PEGGYA.MOSELEY CHARLESTON COUNTY AUDITOR

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REP_

DATE /

STATE OF SOUTH CAROLINA)	THIRD AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Third Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Third Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase D (sometimes referred to herein as Phase IV) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks
Plantation Horizontal Property Regime, Phase D (sometimes referred to herein as Phase IV), as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase D (sometimes referred to herein as Phase IV).

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Third Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase D (sometimes referred to herein as Phase IV) are shown and described in the Exhibits to this Third Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Third Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

In addition, the club house building is shown in Exhibit C attached hereto and is

described in narrative form attached hereto as part of Exhibit C.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase D (sometimes referred to as Phase IV), their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase D (sometimes referred to as Phase IV) within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

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	tor has executed this Second Amendment to the Plantation Horizontal Property Regime this 23" day
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	Grove Park Condominiums, LLC a South Carolina limited liability company Alison M. Dailey, Authorized Member
STATE OF SOUTH CAROLINA) COUNTY OF CHARLESTON)	ACKNOWLEDGMENT
M. Dailey as Authorized Member of Grove	olic for South Carolina, do hereby certify that Alison e Park at Grand Oaks Plantation, LLC, a South ally appeared before me this day and acknowledged the as the act and deed of said company.
Witness my hand and official sea	al this 23" day of, 2004.

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Second Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Alison M. Dailey, President

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 23rd day of _______, 2003.

Notate Public in and for SC

My Commission Expires: ///3/12

MARCH 10, 2004 LEGAL DESCRIPTION

MA 488PG837

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-5 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-5 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED FEBRUARY 12, 2004, AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-5 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 277.27' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT \$50-06-09W A DISTANCE OF 261.52' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N39-53-51W A DISTANCE OF 200.98' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-57-59W A DISTANCE OF 85.89' TO A 5/8" REBAR, THENCE TURNING AND CONTINUING ALONG SAID LOT S59-02-01W A DISTANCE OF 161.83' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-57-59W A DISTANCE OF 78.45' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 91.78' TO A 5/8" REBAR. THENCE TURNING AND RUNNING ALONG SAID LOT N15-12-25W A DISTANCE OF 37.65' TO A 5/8" REBAR, THENE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 45.83' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-42-45W A DISTANCE OF 39.20' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 26.66' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ACROSS SAID RIGHT OF WAY N30-33-16E A DISTANCE OF 30.00' TO A 5/8" REBAR ON THE NORTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY \$59-26-44W A DISTANCE OF 4.80' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 78.05', HAVING A RADIUS OF 268.82', AND CHORD OF S67-45-50E, 77.78', TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N26-58-55E A DISTANCE OF 248.97' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE. THENCE CONTINUING ALAONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE

BYHIBIT A (Continued)

BKA 488PG838

CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF \$43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 4.922 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY

P.O. BOX 30575

CHARLESTON, SOUTH CAROLINA 29417

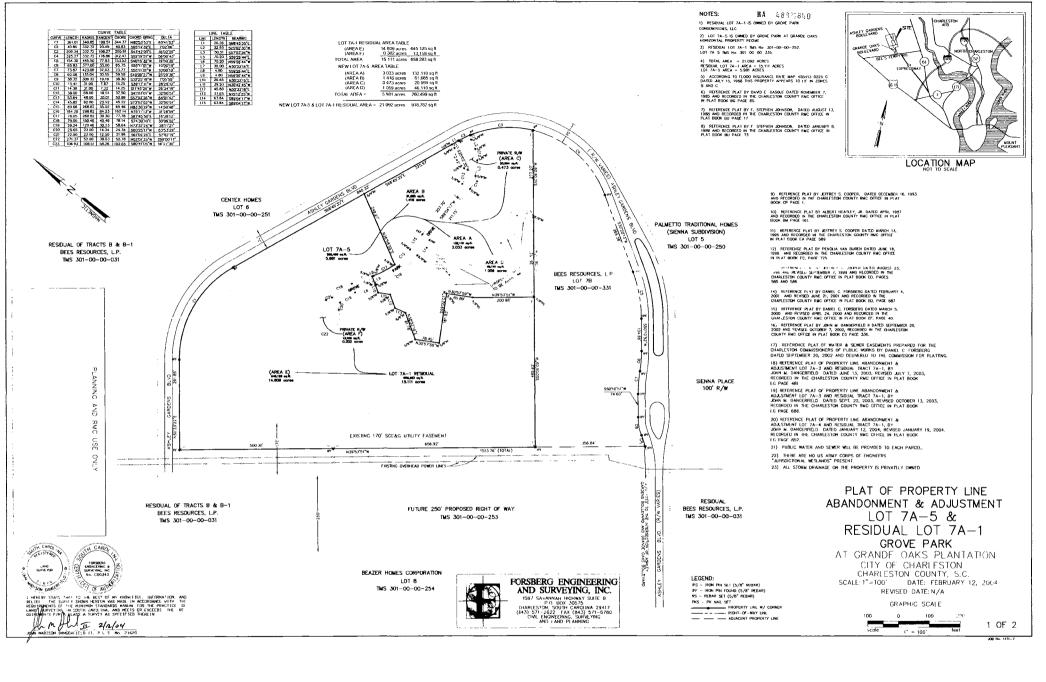
JOHN M. DANGERFIELD, II, - RLS NO. 21620

EXITIBIT A (Confirmed)

職A 488PG839

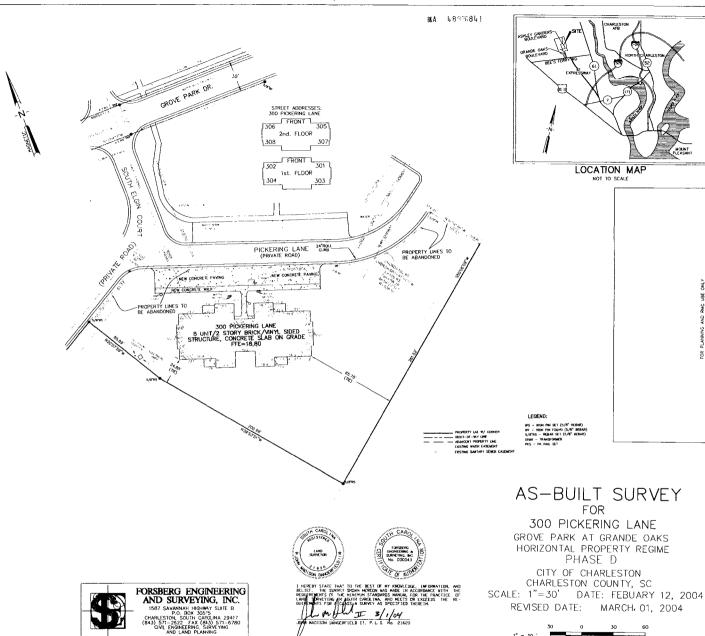
I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

hn M. Dangerfield, II, RLS



NOTES:

- 1) RESIDUAL LOT 7A-1 IS OWNED BY GROVE PARK CONDOMINIUMS, LLC
- 2) RESIDUAL LOT 7A-5 IS OWNED BY GROVE PARK AT GRANDE OAKS HORIZONTAL PROPERTY REGIME.
- 3) RESIOUAL LOT 7A 1 TMS No. 301-00-00-252. LOT 7A-5 TMS No. 301-00-00-335.
- 4) TOTAL AREA = 21.092 ACRES RESIDUAL LOT 7A-1 AREA = 15.111 ACRES LOT 7A-5 AREA = 5.981 ACRES
- 5) ACCORDING TO FLOOD INSURANCE RATE MAP 455413 0225 G DATED JULY 15, 1988 THIS PROPERTY APPEARS TO LIE IN ZONES B AND C.
- 6) REFERENCE PLAT BY DAVID E. GASQUE DATED NOVEMBER 7 1985 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BG PAGE 85.
- 7) REFERENCE PLAT BY F. STEPHEN JCHNSON, DATED AUGUST 13, 1988 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BU PAGE 17
- 8) REFERENCE PLAT BY F. STEPHEN JOHNSON, DATED JANUARY 9, 1989 AND RECORDED IN THE CHARIFSTON COUNTY RMC OFFICE IN PLAT BOOK BU PAGE 73.
- 9) REFERENCE PLAT BY JEFFREY S. COOPER, DATED DECEMBER 16, 1993 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT HOOK CP PAGE 1.
- 10) REFERENCE PLAT BY ALBERT HEATLEY, JR. DATED APRIL 1987 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BM PAGE 161.
- 11) REFERENCE PLAT BY JEFFREY S. COOPER DATED MARCH 13, 1995 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EA PAGE 589.
- 12) REFERENCE PLAT BY PENGLIA VAN BUREN DATED JUNE 18, 1998 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EC, PAGE 725.
- 13) REFERENCE PLAT BY JEFFREY S. COOPER DATED AUGUST 23, 1998 AND REVISED SEPTEMBER 7, 1999 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK ED, PAGES 585 AND 586.
- 14) REFERENCE PLAT BY DANIEL C. FORSBERG DATED FEBRUARY 4, 2001 AND REVISED JUNE 21, 2001 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK ED, PAGE 887
- 15) REFERENCE PLAT BY DANIEL C. FORSBERG DATED MARCH 5, 2000. AND REMSED APRIL 24, 2000 AND RECORDLO IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF, PAGE 40.
- 16) REFERENCE PLAT BY JOHN M. DANGERFIELD II DATED SEPTEMBER 20, 2002 AND REVISED OCTOBER 7, 2002, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 336
- 17) REFERENCE PLAT OF WATER & SEWER EASEMENTS PREPARED FOR THE CHARLESTON COMMISSIONERS OF PUBLIC WORKS BY DANIEL C. FORSEMER 20, 2002 AND DELYBERD TO THE COMMISSION FOR PLATTING.
- 18) REFERENCE PLAT OF PROPERTY LINE ABANDONMENT & ADJUSTMENT LOT 7A-2 AND RESIDUAL TRACT 7A-1, BY JOHN M. DANGERFIELD DATED JUNE 13, 2003, REVISED JULY 7, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK
- 19) REFERENCE AS BUILT SURVEY FOR 1700 NORTH ELGIN COURT AND 1800 GROVE PARK DRIVE, BY JOHN M. DANGERFIELD II, DATED JUNE 13, 2003, REVISED JULY 7, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 482.
- 20) REFERENCE PLAT OF PROPERTY LINE ABANDONMENT & ADJUSTMENT LOT 7A-3 & RESIDUAL TRACT 7A-1, BY JOHN M. DANGERFIELD II, DATED SEPT. 22, 2003, REVISED OCT. 13, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 686.
- 21) REFERENCE AS BUILT SURVEY FOR 100 PICKERING LANE BY JOHN M. DANGERFIELD II, DATED SEPT 29, 2003, REVISED OCT. 13, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 687.
- 22) REFERENCE PLAT OF PROPERTY LINE ABANDONMENT & ADJUSTMENT LOT 7A-4 & RESIDUAL TRACT 7A-1, BY JOHN M. DANGERFIELD H, DATEO JANUARY 12, 2004, REVISED JANUARY 19, 2004, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 852.
- 23) REFERENCE AS BUILT SURVEY FOR 200 PICKERING LANE BY JOHN M. DANGERFIELD II, DATED JANUARY 12, 2004, REVISED JANUARY 19, 2004, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN
- 24) PUBLIC WATER AND SEWER WILL BE PROVIDED TO EACH PARCEL
- 25) THERE ARE NO WETLANDS PRESENT.
- 26) ALL STORM DRAINAGE ON THE PROPERTY IS PRIVATELY OWNED.



1" = 30

35

2 OF 2

MA 48896842

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE IV

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase IV is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 302 Pickering Lane, 304 Pickering Lane, and 308 Pickering Lane: The "Ashford" plan These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 302: Approximately 1300 Square Feet Unit 304: Approximately 1300 Square Feet Unit 308: Approximately 1300 Square Feet

Units 301 Pickering Lane, 305 Pickering Lane, and 307 Pickering Lane: The "Buchanan" plan These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned

EXHIBIT C (informed)

WA 488P6843

above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 301: Approximately 1300 Square Feet Unit 305: Approximately 1300 Square Feet Unit 307: Approximately 1300 Square Feet

Unit 303 Pickering Lane and 306 Pickering Lane: The "Collingwood" plan

These unit are three (3) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 303: Approximately 1300 Square Feet Unit 306: Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

The arrangement of individual dwelling apartments in Building 300 Pickering Lane is as follows:

Second Floor Back	307	308
Second Floor Front	305	306
First Floor Back	303	304
First Floor Front	301	302

The front of the individual building faces towards Pickering Lane as shown on the plat referenced herein in Exhibit "B".

MA 488P6844

CERTIFICATION

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ENGINEER'S CERTIFICATION

I certify to the best of my knowledge, information and belief, that the following 2 pages (FLOOR PLAN and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase III, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

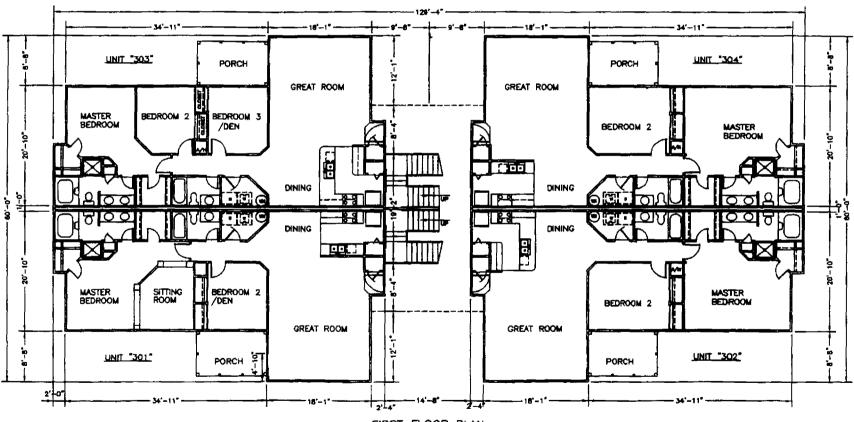
William E. Oram, P.E. Registered Engineer State of South Carolina

License # 5470

Date: 3/12 , 2004

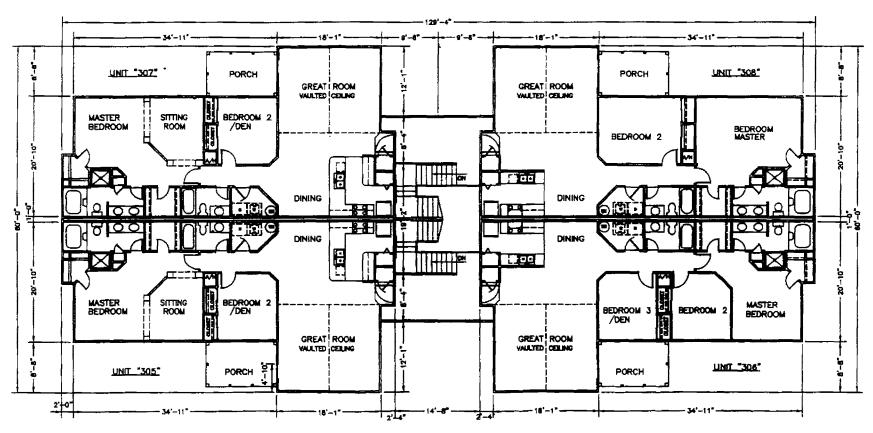
And English English





FIRST FLOOR PLAN
PHASE IV
300 PICKERING LANE





SECOND FLOOR PLAN PHASE IV 300 PICKERING LANE

MA 488PG847

CERTIFICATION

STATE OF SOUTH CAROLINA)

ENGINEER'S CERTIFICATION

COUNTY OF CHARLESTON

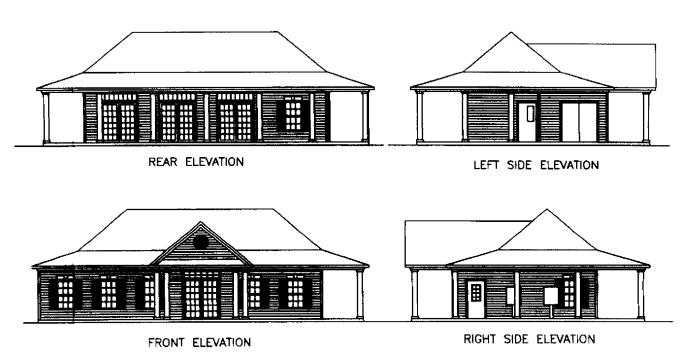
I certify to the best of my knowledge, information and belief, that the following page (FLOOR PLAN and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase I, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E. Registered Engineer State of South Carolina License # 5470

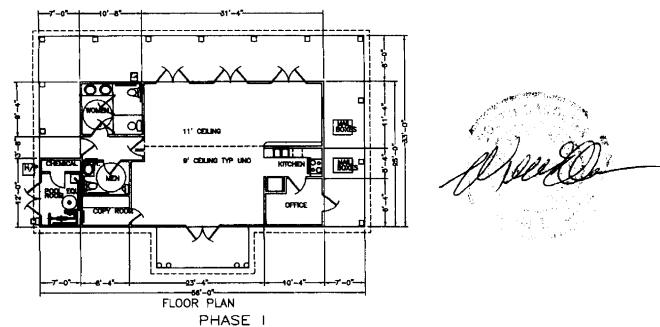
Date: 3/17 , 2004

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DIMENSIONS AND OPTIONS MAY VARY DUE TO OWNER SELECTIONS AND/OR FIELD CHANGES - FIELD VERIFY



1800 GROVE PARK DRIVE GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

<u>Unit #</u>	<u>Value</u>	Percentage Interest Per Act
1701 North Elgin Ct.	\$100,000	03.125%
1702 North Elgin Ct.	100,000	03.125%
1703 North Elgin Ct.	100,000	03.125%
1704 North Elgin Ct.	100,000	03.125%
1705 North Elgin Ct.	100,000	03.125%
1706 North Elgin Ct.	100,000	03.125%
1707 North Elgin Ct.	100,000	03.125%
1708 North Elgin Ct.	100,000	03.125%
101 —Pickering Lane	100,000	03.125%
102 — Pickering Lane	100,000	03.125%
103 — Pickering Lane	100,000	03.125%
104 — Pickering Lane	100,000	03.125%
105 — Pickering Lane	100,000	03.125%
106 — Pickering Lane	100,000	03.125%
107 — Pickering Lane	100,000	03.125%
108 — Pickering Lane	100,000	03.125%
201 — Pickering Lane	100,000	03.125%
202 — Pickering Lane	100,000	03.125%
203 — Pickering Lane	100,000	03.125%
204 — Pickering Lane	100,000	03.125%
205 — Pickering Lane	100,000	03.125%
206 — Pickering Lane	100,000	03.125%
207 — Pickering Lane	100,000	03.125%
208 — Pickering Lane	100,000	03.125%
301 — Pickering Lane	100,000	03.125%
302 — Pickering Lane	100,000	03.125%
303 — Pickering Lane	100,000	03.125%
304 — Pickering Lane	1 00,00 0	03.125%
305 — Pickering Lane	100,000	03.125%
306 — Pickering Lane	100,000	03.125%
307 — Pickering Lane	100,000	03.125%
308 — Pickering Lane	100,000	03.125%
TOTALS	\$3,200,000	100.0000%

RECORDER'S PAGE

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The Woodly Raw Firm

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CHARLEL LYBRAND REGISTER CHARLESTON COUNTY SC AM 488PG850

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MAR 3 0 2004

PEGGY A. MOSELEY CHARLESTON COUNTY AUDITOR

PID VERIFIE

STATE OF SOUTH CAROLINA)	FOURTH AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Fourth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Fourth Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase E (sometimes referred to herein as Phase V) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase E (sometimes referred to herein as Phase V), as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase E (sometimes referred to herein as Phase V).

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Fourth Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase D (sometimes referred to herein as Phase V) are shown and described in the Exhibits to this Fourth Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Third Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase E (sometimes referred to as Phase V), their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase E (sometimes referred to as Phase V) within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

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	or has executed this Second Amendment to the lantation Horizontal Property Regime this 12 day
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	Grove Park Condominiums, LLC a South Carolina limited liability company
Devoly	Alison M. Dailey, Authorized Member
STATE OF SOUTH CAROLINA) (COUNTY OF CHARLESTON)	ACKNOWLEDGMENT
M. Dailey as Authorized Member of Grove I	c for South Carolina, do hereby certify that Alison Park at Grand Oaks Plantation, LLC, a South y appeared before me this day and acknowledged the s the act and deed of said company.
Witness my hand and official seal	this 13 day of
	Notary Public in and for SC My Commission Expires: 11/13/12

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Second Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Second Amendment to the Master Peed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this Agrand Oaks Plantation Property Regime this Agrand Oaks Plantation Property Oaks Plantation Property

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Alison M. Dailey, President

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this Aday of May, 2004

Notary Public in and for SC

My Commission Expires: 1/13/1~

MAY 12, 2004 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-6 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-6 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED APRIL 2, 2004, REVISED APRIL 12, 2004 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-6 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N39-53-51W A DISTANCE OF 196.71' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N66-45-55W A DISTANCE OF 148.32' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N23-14-05E A DISTANCE OF 131.50' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 91.78' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N15-12-25W A DISTANCE OF 37.65' TO A 5/8" REBAR, THENE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 45.83' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-42-45W A DISTANCE OF 39.20' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 26.66' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ACROSS SAID RIGHT OF WAY N30-33-16E A DISTANCE OF 30.00' TO A 5/8" REBAR ON THE NORTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY \$59-26-44W A DISTANCE OF 4.80' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 78.05', HAVING A RADIUS OF 268.82', AND CHORD OF \$67-45-50E, 77.78', TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N26-58-55E A DISTANCE OF 243.97' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALAONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF

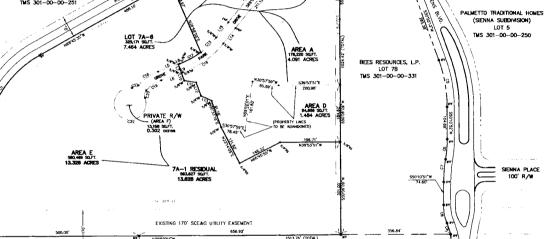
332.72', AND A CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF S43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 7.464 ACRES MORE OR LESS.

5/12/04

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY P.O. BOX 30575

CHARLESTON, SOUTH CAROLINA 29417

m HMI JOHN M. DANGERFIELD, II, - RLS NO. 21620



EXISTING OVERHEAD POWER LINES

BEAZER HOMES CORPORATION

LOT 8

TMS 301-00-00-254

FUTURE 250' PROPOSED RIGHT OF WAY

TMS 301-00-00-253

PLANNING

AND

RMC

3SU

8

RESIDUAL OF TRACTS B & B-1

BEES RESOURCES, L.P.

TMS 301-00-00-031

DATED SEPTEMBER 70, 2002 AND DEUTVERCH TO THE COMMISSION FOR 18) REFERENCE PLAT OF PROPERTY UNE ADMINISTRENT LOT 7A-2 AND RESIDUAL TRACT 7A-1, BY JOHN IN JUNKEPHELD DATED JAME 13, 2003, REMASD JULY 7, 2003, RECORDED IN THE CHARLESTON COUNTY RINC OFFICE IN PLAT BOOK EG PAGE 481.

19) REFERENCE PLAT OF PROPERTY LINE ABANDONMENT & ADJUSTMENT LOT 7A-3 AND RESIDUAL TRACT 7A-1, BY JOHN M. DANDERFIELD DATED SEPT. 22, 2003, REVCRED OCTOBER 13, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK

20) REFERENCE PLAT OF PROPERTY LINE ABANDONNENT & ADJUSTMENT LOT 7A-4 AND RESIDUAL TRACT 7A-1. BY JOHN M. DANGERFIELD. DATED JANUARY 12, 2004, REMSED JANUARY 19, 2004, RECORDED IN THE CHARLESTON COUNTY RIM OFFICE IN PLAT BOOK

21) REFERENCE PLAT OF PROPERTY LINE ABANDONMENT & ADJUSTIENT LOT 7A-5 AND RESOULL TRACT 7A-1, BY JOHN W. DANGEMELD. DATE HEBULARY 12, 2004. REVESTE MARCH 1, 2004 RECORDED IN THE CHARLESTON COUNTY RINC OFFICE IN PLAT BOOK

22) PUBLIC WATER AND SEWER WILL BE PROVIDED TO EACH PARCEL.

23) THERE ARE NO US ARMY CORPS OF ENGINEERS "JURISDICTIONAL WETLANDS" PRESENT.

24) ALL STORM DRAINAGE ON THE PROPERTY IS PRIVATELY OWNED.

PLAT OF PROPERTY LINE ABANDONMENT & ADJUSTMENT LOT 7A-6 & RESIDUAL LOT 7A-1 GROVE PARK

AT GRANDE OAKS PLANTATION

CITY OF CHARLESTON CHARLESTON COUNTY, S.C. SCALE: 1"=100" DATE: APRIL 2, 2004

> REVISED DATE: APRIL 12, 2004 GRAPHIC SCALE

> 1" = 100"

1 OF 2 200 No. 1170-

RECONDED IN THE PLACE OFFICE FOR CHARLESTON COUNTY PLAT BOOK EN - PAGE 029

FORSBERG ENGINEERING

AND SURVEYING, INC.

1587 SAVANNAH HICHWAY SIJITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571–2622 FAX (843) 571–6780
CIVIL ENGINEERING, SUFVEYING
AND LAND PLANNING

T/- 1773 TO THE INTERSECTION OF ASHLEY GARDENS BOULEVARD AND GRANDE, DAKS BOULEVARD

RESIDUAL

BEES RESOURCES, LP.

TMS 301-00-00-031

LEGEND:

LEGEND:

IPS - IRON PIN SET (5/8" REBAR)

IPF - IRON PIN FOUND (5/8" REBAR)

RS - REBAR SET (5/8" REBAR)

PKS -- PK NAIL SET

NOTES: 1) RESIDUAL LOT 74-1 IS OWNED BY GROVE PARK CONDOMINIUMS, LLC. 94.PG 259 2) RESIDUAL LOT 7A-5 IS OWNED BY GROVE PARK AT GRANDE OAKS HORIZONTAL PROPERTY REGIME. RESIDUAL LOT 7A-1 TMS No. 301-00-00-252. LOT 7A-5 TMS No. 301-00-00-335. 4) TOTAL AREA = 21.092 ACRES RESIDUAL LOT 7A-1 AREA = 15.111 ACRES LOT 7A-5 AREA = 5.981 ACRES 5) ACCORDING TO FLOOD INSURANCE RATE MAP 455413 0225 G DATED JULY 15, 1988 THIS PROPERTY APPEARS TO LIE IN ZONES B AND C. 6) REFERENCE PLAT BY DAVID E. GASQUE DATED NOVEMBER 7, 1985 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BG PAGE 85. 7) REFERENCE PLAT BY F. STEPHEN JOHNSON, DATED AUGUST 13, 1988 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BU PAGE 17. 8) REFERENCE PLAT BY F. STEPHEN JOHNSON, DATED JANUARY 9, 1989 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BU PAGE 73. 9) REFERENCE PLAT BY JEFFREY S. COOPER, DATED DECEMBER 16, 1993 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK CP PAGE 1. REFERENCE PLAT BY ALBERT HEATLEY, JR. DATED APRIL 1967 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BM. PAGE 161. 11) REFERENCE PLAT BY JEFFREY S. COOPER DATED MARCH 13, 1995 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EA PAGE 589. 12) REFERENCE PLAT BY PENOLIA VAN BUREN DATED JUNE 18, 1998 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EC, PAGE 725.

13) REFERENCE PLAT BY JEFFREY S. COOPER DATED AUGUST 23, 1998 AND REMISED SEPTEMBER 7, 1999 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK ED, PAGES

14) REFERENCE PLAT BY DANIEL C. FORSBERG DATED FEBRUARY 4, 2001 AND REVISED JUNE 21, 2001 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK ED, PAGE 887.

15) REFERENCE PLAT BY DANIEL C. FORSBERG DATED MARCH 5, 2000 AND REVISED APRIL 24, 2000 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF, PAGE 40.

16) REFERENCE PLAT BY JOHN M. DANGERFIELD II DATED SEPTEMBER 20, 2002 AND REMSED OCTOBER 7, 2002, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 336.

17) REFERENCE PLAT OF WATER & SEWER LASEMENTS PRÉPARLD FOR THE CHARLESTON COMISSIONERS OF PUBLIC WORKS BY DAILE C. FORSIERG DATED SEPTEMBER 20, 2002 AND BELIVERED TO THE COMMISSION FOR PLATTING.

18) REFERENCE PLAT OF PROPERTY LINE ABANDONMENT & ADJUSTMENT LOT 7A-2 AND RESIDUAL TRACT 7A-1, BY JOHN M. DANGERFELD DATES JUNE 13, 2003, REVISED JULY 7, 2003, RECORDED IN THE CHARLESTON COUNTY RIMC OFFICE IN PLAT BIOCK EG PACE 481.

19) REFERENCE AS BUILT SURVEY FOR 1700 NORTH ELGIN COURT AND 1800 GROVE PARK DRIVE, BY JOHN M. DANGERFIELD II, DATED JUNE 13, 2003, REVISED JULY 7, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 482.

20) REFERENCE PLAT OF PROPERTY LINE ABANDONMENT & ADJUSTMENT LOT 7A-3 & RESIDUAL TRACT 7A-1, BY JOHN M. DANGERFIELD II, DATED SEPT. 22, 2003, REMISED DCT. 13, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 686.

21) REFERENCE AS BUILT SURVEY FOR 100 PICKERING LANE BY JOHN M. DANGERFIELD II, DATED SEPT. 29, 2003, REVISED OCT. 13, 2003, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 687.

22) REFERENCE PLAT OF PROPERTY LINE ABANDONMENT & ADJUSTMENT LOT 7A-4 & RESIDUAL TRACT 7A-1, BY JOHN M. DANGERFIELD II, DATED JANUARY 12, 2004, REVISED JANUARY 19, 2004, RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 852.

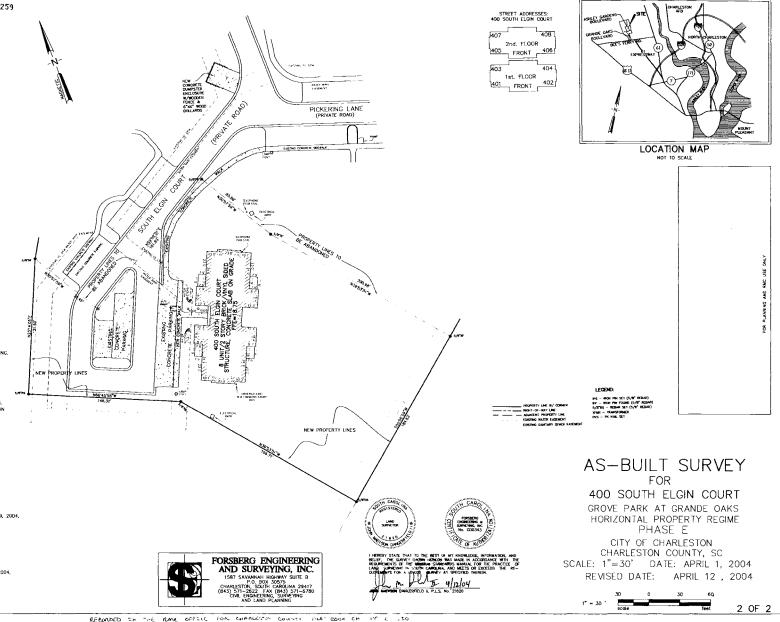
23) REFERENCE AS BUILT SURVEY FOR 200 PICKERING LANE BY JOHN M. DANGERFIELD II, DATED JANUARY 12, 2004, REVISED JANUARY 19, 2014. RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 853.

24) REFERENCE PLAT OF PROPERTY LINE ABANDONMENT & ADJUSTMENT LOT 7A-5 AND RESIDUAL TRACT 7A-1, BY JOHN W. DANGERBELD DATED FEBRUARY 12, 2004, REMSED WARCH 1, 2004 RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK

25) REFERENCE AS BUILT SURVEY FOR 300 PICKERING LANE BY JOHN M. DANGERFIELD II, DATED FEBRUARY 2, 2004, REVISED MARCH 1, 2004, RECORBED IN THE CHARLESTON COUNTY RINC OFFICE IN PLAT BOOK EG PAGE 957.

26) PUBLIC WATER AND SEWER WILL BE PROVIDED TO EACH PARCEL.

27) THERE ARE NO WE'TLANDS PRESENT.
28) ALL STORM DRAINAGE ON THE PROPERTY IS PRIVATELY OWNED.



I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

M. Dangerfield, II, RLS

Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE V

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase V is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 403 South Elgin Court, 405 South Elgin Court and 408 South Elgin Court: The "Ashford" plan These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 403: Approximately 1300 Square Feet
Unit 405: Approximately 1300 Square Feet
Approximately 1300 Square Feet

Unit 408: Approximately 1300 Square Feet

Units 404 South Elgin Court and 406 South Elgin Court: The "Buchanan" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned

above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 404: Approximately 1300 Square Feet Unit 406: Approximately 1300 Square Feet

Units 401 South Elgin Court, 402 South Elgin Court and 407 South Elgin Court: The "Collingwood" plan

These units are three (3) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 401: Approximately 1300 Square Feet Unit 402: Approximately 1300 Square Feet Unit 407: Approximately 1300 Square Feet

Specifications Common to All Apartments:

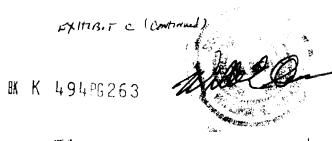
All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

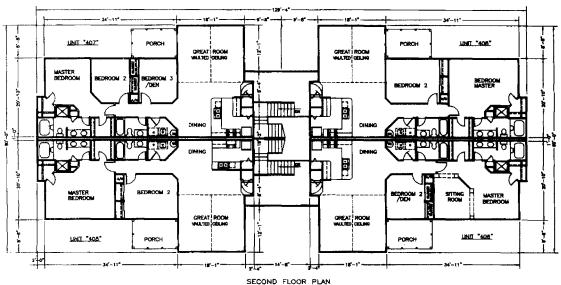
Arrangement of All Apartments:

The arrangement of individual dwelling apartments in Building 400 South Elgin Court is as follows:

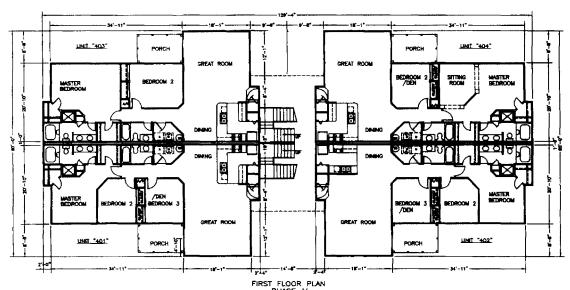
Second Floor Back	407	408
Second Floor Front	405	406
First Floor Back	403	404
First Floor Front	401	402

The front of the individual building faces towards South Elgin Court as shown on the plat referenced herein in Exhibit "B".





PHASE V
400 SOUTH EIGIN COURT
GROVE PARK AT GRAND CAKS HORIZONTAL PROPERTY REGIME
DIMENSIONS AND OPTIONS MAY VARY DUE TO CHANGE SELECTIONS AND/OR FIELD CHANGES -- FIELD VERREY



FIRST FLOOR PLAN
PHASE V
400 SOUTH ELGIN COURT
GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME
DMEDISIONS AND OPTIONS MAY VARY DUE TO OWNER SELECTIONS AND/OR FIELD CHANGES - FIELD VERIFY

CERTIFICATION

STATE OF SOUTH CAROLINA)

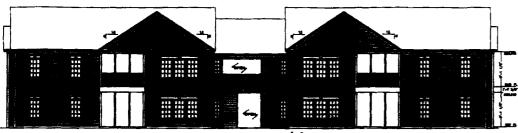
COUNTY OF CHARLESTON

ENGINEER'S CERTIFICATION

I certify to the best of my knowledge, information and belief, that the following 2 pages (FLOOR PLAN and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase V, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E. Registered Engineer State of South Carolina License # 5470

Date: 5/7/, 2004



FRONT ELEVATION / ROME IS LINUTED



END ELEVATIONS

DIMENSIONS AND OPTIONS MAY VARY DUE TO DWINER SELECTIONS AND/OR FIELD CHANGES - FIELD VERIFY
GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME



BK K 494P6265

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

<u>Unit #</u>	<u>Value</u>	Percentage Interest Per Act
1701 North Elgin Ct.	\$100,000	02.500%
1702 North Elgin Ct.	100,000	02.500%
1703 North Elgin Ct.	100,000	02.500%
1704 North Elgin Ct.	100,000	02.500%
1705 North Elgin Ct.	100,000	02.500%
1706 North Elgin Ct.	100,000	02.500%
1707 North Elgin Ct.	100,000	02.500%
1708 North Elgin Ct.	100,000	02.500%
101 —Pickering Lane	100,000	02.500%
102 — Pickering Lane	100,000	02.500%
103 — Pickering Lane	100,000	02.500%
104 — Pickering Lane	100,000	02.500%
105 — Pickering Lane	100,000	02.500%
106 — Pickering Lane	100,000	02.500%
107 — Pickering Lane	100,000	02.500%
108 — Pickering Lane	100,000	02.500%
201 — Pickering Lane	100,000	02.500%
202 — Pickering Lane	100,000	02.500%
203 — Pickering Lane	100,000	02.500%
204 — Pickering Lane	100,000	02.500%
205 — Pickering Lane	100,000	02.500%
206 — Pickering Lane	100,000	02.500%
207 — Pickering Lane	100,000	02.500%
208 — Pickering Lane	100,000	02.500%
301 — Pickering Lane	100,000	02.500%
302 — Pickering Lane	100,000	02.500%
303 — Pickering Lane	100,000	02.500%
304 — Pickering Lane	100,000	02.500%
305 — Pickering Lane	100,000	02.500%
306 — Pickering Lane	100,000	02.500%
307 — Pickering Lane	100,000	02.500%
308 — Pickering Lane	100,000	02.500%
401 — South Elgin Ct.	100,000	02.500%
402 — South Elgin Ct.	100,000	02.500%
403 — South Elgin Ct.	100,000	02.500%

EXHIBIT D (CONTINUED)

404 — South Elgin Ct.	100,000	02.500%
405 — South Elgin Ct.	100,000	02.500%
406 - South Elgin Ct.	100,000	02.500%
407 — South Elgin Ct.	100,000	02.500%
408 — South Elgin Ct.	100,000	<u>02.500%</u>
TOTALS	\$4,000,000	100.0000%

RECORDER'S PAGE

This page Must remain with the original document.



THE WOODDY LAW FIRM, LLC ATTORNEYS AT LAW 622 JOHNNIE DODDS BLVD, MOUNT PLEASANT 8C 29464

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FILED K494-251 2004 MAY 13 PM 1: 17

CHARLIE LYBRAND REGISTER CHARLESTON COUNTY SC

RECEMEDIFROMPANIC

MAY 18 2004

CHARLESTIMATHMITVALIDITO



PID VERIFIED BY ASSESSOR REP_AB DATE_5 1/8 1 04 301-0-0 - 336

(843) 958-4800 2 Courthouse Square Charleston, SC 29401

STATE OF SOUTH CAROLINA)	FIFTH AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Fifth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Fifth Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase F (sometimes referred to herein as Phase VI) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase F (sometimes referred to herein as Phase VI), as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase F (sometimes referred to herein as Phase VI).

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Fifth Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase F (sometimes referred to herein as Phase VI) are shown and described in the Exhibits to this Fifth Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Fifth Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase F (sometimes referred to as Phase VI), their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase F (sometimes referred to as Phase VI) within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

Balance of page intentionally left blanket

In Witness Whereof, the Grantor I Deed of Grove Park at Grand Oaks Plantation I, 2004.	has executed this Fifth Amendment to the Master Horizontal Property Regime this 20 day of Mayor
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	Grove Park Condominiums, LLC a South Carolina limited liability company Alison M. Dailey, Authorized Member
STATE OF SOUTH CAROLINA) COUNTY OF CHARLESTON)	ACKNOWLEDGMENT
M. Dailey as Authorized Member of Grove Par Carolina limited liability company personally a due execution of the foregoing instrument, as t	appeared before me this day and acknowledged the he act and deed of said company.
Witness my hand and offici al sea l th	Notary Public in and for SC My Commission Expires:

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Fifth Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Fifth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this day of _______, 2004.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Alison M. Dailey, President

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 30 day of Agust, 2004.

Notar Public in and for SC

My Commission Expires:

AUGUST 27, 2004 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-7 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-7 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED AUGUST 16, 2004 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-6 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT \$50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-0W A DISTANCE OF 301.00' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-7 N39-53-51W & DISTANCE OF 297.65' TO A 5/8" REBAR AT THE INTERSECTION OF LOT 7A-7 AND 7A-1, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N 50-06-09E A DISTANCE OF 172.05' TO A 5/8" REBAR. THENCE TURNING AND RUNNING ALONG SAID LOT N23-14-05E A DISTANCE OF 69.41' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N23-14-05E A DISTANCE OF 131.50' TO A 5/8" KEBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 91.78' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N15-12-25W A DISTANCE OF 37.65' TO A 5/8" REBAR, THENE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 45.83' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-42-45W A DISTANCE OF 39.20' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 26.66' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ACROSS SAID RIGHT OF WAY N30-33-16E A DISTANCE OF 30.00' TO A 5/8" REBARION THE NORTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY \$59-26-44W A DISTANCE OF 4.80' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 78.05', HAVING A RADIUS OF 268.82', AND CHORD OF \$67-45-50E, 77.78', TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N26-58-55E A DISTANCE OF 248.97' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A

DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALAONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF \$65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF \$43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 9.491 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SÜRVEYING, INC. 1587 B SAVANNAH HIGHWAY

P.O. BOX 30575

CHARLESTON, SOUTH CAROLINA 29417

JOHN M. DANGERFIELD, II, - RLS NO. 21620



BY R 507PG324

I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

John M. Dangerfield, II, RLS

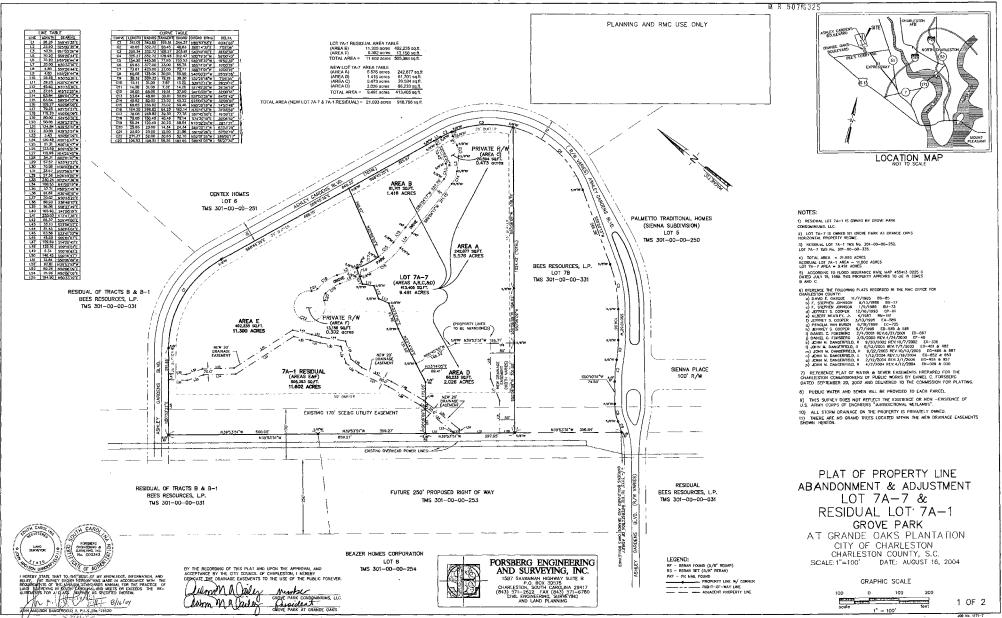
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(contract)

EXHOP B

Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE VI

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase VI is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 501 South Elgin Court, 505 South Elgin Court, and 506 South Elgin Court: The "Ashford" plan These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 501: Approximately 1300 Square Feet Unit 505: Approximately 1300 Square Feet Unit 506: Approximately 1300 Square Feet

Units 502 South Elgin Court, 503 South Elgin Court, and 504 South Elgin Court: The "Buchanan" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The

kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 502: Approximately 1300 Square Feet Unit 503: Approximately 1300 Square Feet Unit 504: Approximately 1300 Square Feet

Unit 507 South Elgin Court and 508 South Elgin Court: The "Collingwood" plan

These unit are three (3) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 507: Approximately 1300 Square Feet Unit 508: Approximately 1300 Square Feet

Specifications Common to All Apartments:

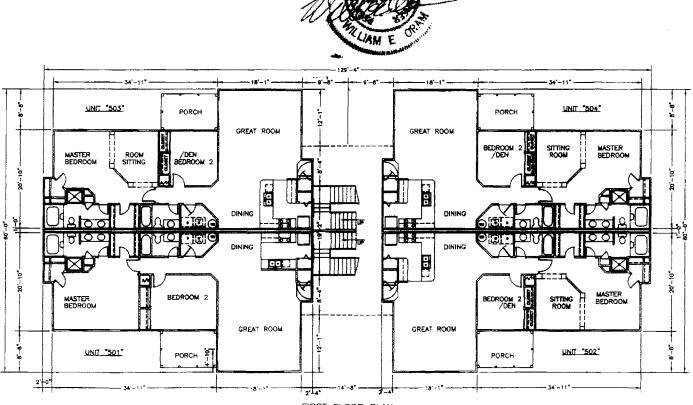
All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

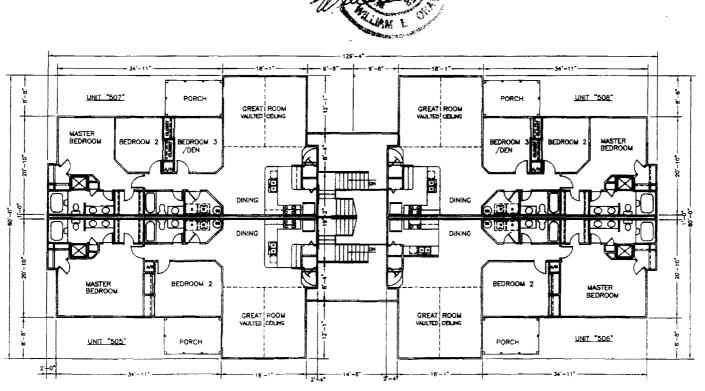
The arrangement of individual dwelling apartments in Building 300 Pickering Lane is as follows:

Second Floor Back	507	508
Second Floor Front	505	506
First Floor Back	503	504
First Floor Front	501	502

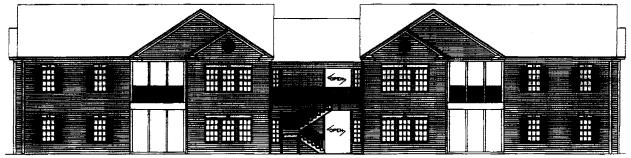
The front of the individual building faces towards South Elgin Court as shown on the plat referenced herein in Exhibit "B".



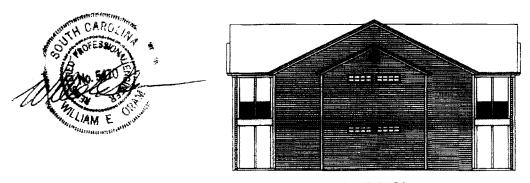
FIRST FLOOR PLAN
PHASE VI
500 SOUTH ELGIN COURT



SECOND FLOOR PLAN
PHASE VI
500 SOUTH ELGIN COURT



FRONT ELEVATION / RUMA MENOTION



SOPH END ELEVATION

CERTIFICATION

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ENGINEER'S CERTIFICATION

I certify to the best of my knowledge, information and belief, that the following 3 pages (FLOOR PLANS and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase VI, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E. Registered Engineer State of South Carolina License # 5470

Date: 8/20/04, 2004

....

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

Unit #	<u>Value</u>	Percentage Interest Per Act
1701 North Elgin Ct.	\$100,000	02.083%
1702 North Elgin Ct.	100,000	02.083%
1703 North Elgin Ct.	100,000	02.083%
1704 North Elgin Ct.	100,000	02.083%
1705 North Elgin Ct.	100,000	02.083%
1706 North Elgin Ct.	100,000	02.083%
1707 North Elgin Ct.	100,000	02.083%
1708 North Elgin Ct.	100,000	02.083%
101 —Pickering Lane	100,000	02.083%
102 — Pickering Lane	100,000	02.083%
103 — Pickering Lane	100,000	02.083%
104 — Pickering Lane	100,000	02.083%
105 — Pickering Lane	100,000	02.083%
106 — Pickering Lane	100,000	02.083%
107 — Pickering Lane	100,000	02.083%
108 — Pickering Lane	100,000	02.083%
201 — Pickering Lane	100,000	02.083%
202 — Pickering Lane	100,000	02.083%
203 — Pickering Lane	100,000	02.083%
204 — Pickering Lane	100,000	02.083%
205 — Pickering Lane	100,000	02.083%
206 — Pickering Lane	100,000	02.083%
207 — Pickering Lane	100,000	02.083%
208 — Pickering Lane	100,000	02.083%
301 — Pickering Lane	100,000	02.083%
302 — Pickering Lane	100,000	02.083%
303 — Pickering Lane	100,000	02.083%
304 — Pickering Lane	100,000	02.083%
305 — Pickering Lane	100,000	02.083%
306 — Pickering Lane	100,000	02.083%
307 — Pickering Lane	100,000	02.083%
308 — Pickering Lane	100,000	02.083%
401 — South Elgin Ct.	100,000	02.084%
402 — South Elgin Ct.	100,000	02.084%
403 — South Elgin Ct.	100,000	02.084%

BK R 507PG334

EXHIBIT D (CONTINUED)

404 — South Elgin Ct.	100,000	02.084%
405 — South Elgin Ct.	100,000	02.084%
406 - South Elgin Ct.	100,000	02.084%
407 - South Elgin Ct.	100,000	02.084%
408 — South Elgin Ct.	100,000	02.084%
501 — South Elgin Ct.	100,000	02.084%
502 — South Elgin Ct.	100,000	02.084%
503 South Elgin Ct.	100,000	02.084%
504 South Elgin Ct.	100,000	02.084%
505 South Elgin Ct.	100,000	02.084%
506 — South Elgin Ct.	100,000	02.084%
507 — South Elgin Ct.	100,000	02.084%
508 — South Elgin Ct.	100,000	02.084%
TOTALO	#4 BOO OOO	100.00000
TOTALS	\$4,800,000	100.0000%

RECORDER'S PAGE

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Wooddy Law

Recording 23,00 Fee State Fee County Fee Postage 23.00

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TOTAL

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Charlië Lybrand Register Charleston County &C

PID VERIFIE BY ASSESS	D DR
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BY

RE(CEIVED FROM RMC
	∘EP → 2004
ÇI	PEGGY A. MOSELEY HARLESTON COUNTY AUDITOR

(843) 958-4800 2 Courthouse Square Charleston, SC 29401

STATE OF SOUTH CAROLINA)	SIXTH AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Sixth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Sixth Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase G (sometimes referred to herein as Phase VIII) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase G (sometimes referred to herein as Phase VII), as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase G (sometimes referred to herein as Phase VII).

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Sixth Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase G (sometimes referred to herein as Phase VII) are shown and described in the Exhibits to this Sixth Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Sixth Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B (reference being made to Plat Book EH, Page 397 in the RMC Office for Charleston County for a more complete location and description) and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase G (sometimes referred to as Phase VII), their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase G (sometimes referred to as Phase VII) within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

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	has executed this Sixth Amendment to the Master Horizontal Property Regime this 26 day of October
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	a South Carolina limited liability company Alison M. Dailey, Authorized Hember
STATE OF SOUTH CAROLINA) COUNTY OF CHARLESTON)	ACKNOWLEDGMENT
M. Dailey as Authorized Member of Grove P. Carolina limited liability company personally due execution of the foregoing instrument, as	appeared before me this day and acknowledged the
Witness my hand and official seal the	Notary Jublic in and for SC My Commission Expires:

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Sixth Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whercof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Sixth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 2014.

SIGNED, SEALED AND DELIVERED	GROVE PARK AT GRAND OAKS PLANTATIO
IN THE PRESENCE OF:	PROPERTY OWNERS ASSOCIATION, INC
<u>A</u>	Alison M. Dailey, President
School V	
STATE OF SOUTH CAROLINA))	ACKNOWLEDGMENT
COUNTY OF CHARLESTON)	

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 26 day of Ochber, 2004.

Notary Public in and for SC

My Commission Expires: /////2

OCTOBER 20, 2004 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-8 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-8 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED SEPTEMBER 20, 2004 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-8 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT \$50-06-09W A DISTANCE OF 301.00' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-8 N39-53-51W A DISTANCE OF 297.65' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 177.10' TO A 5/8" REBAR AT THE INTERSECTION OF LOT 7A-8 AND 7A-1, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N50-06-09E A DISTANCE OF 182.54' TO A 5/8" REBAR, THENCE TURNIGN AND RUNNNING ALONG SAID LOT N77-11-31E A DISTANCE OF 189.52' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 91.78' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N15-12-25W A DISTANCE OF 37.65' TO A 5/8" REBAR, THENE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 45.83' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-42-45W A DISTANCE OF 39.20' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 26.66' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ACROSS SAID RIGHT OF WAY N30-33-16E A DISTANCE OF 30.00' TO A 5/8" REBAR ON THE NORTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S59-26-44W A DISTANCE OF 4.80' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 78.05', HAVING A RADIUS OF 268.82', AND CHORD OF \$67-45-50E, 77.78', TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N26-58-55E A DISTANCE OF 248.97' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALAONG SAID RIGHT OF WAY IN AN EASTERLY EXHIBIT A (CONTINUES)

BK - X513PG725

DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF S43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 10.565 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY

P.O. BOX 30575

CHARLESTON, SOUTH CAROLINA 29417

JOHN M. DANGERFIELD, II, - RLS NO. 21620



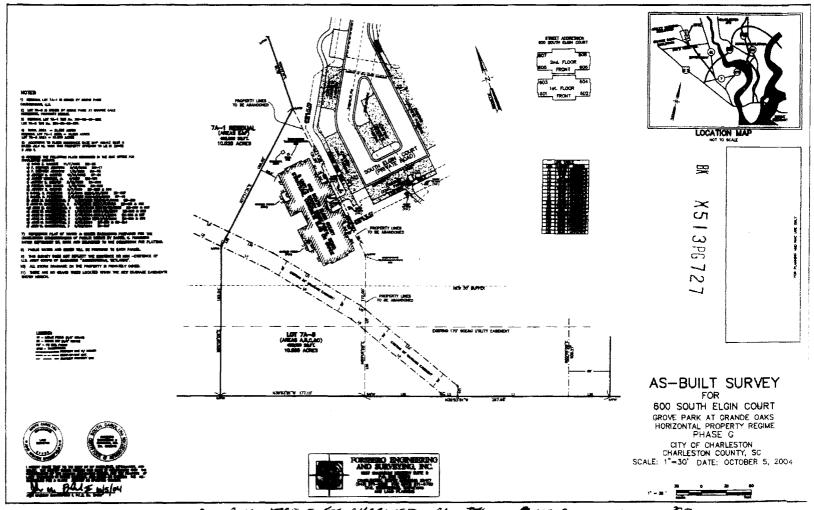
BYITIBLE A COMMENTER !

BX X513PG726

I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SKIP PLAN.

John M. Dangerfield, II, RLS





see Reended plat in the Rome 1748 cm CAMPALISTON COUNTY IN PLAT BOK LET pope 397.

Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE VII

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase VII is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 601 South Elgin Court and 606 South Elgin Court: The "Ashford" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 601:

Approximately 1300 Square Feet

Unit 606: Approximately 1300 Square Feet

Units 602 South Elgin Court, 604 South Elgin Court, 605 South Elgin Court, 607 South Elgin Court, and 608 South Elgin Court: The "Buchanan" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned

BX X513PG729

above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 602: Approximately 1300 Square Feet
Unit 604: Approximately 1300 Square Feet
Unit 605: Approximately 1300 Square Feet
Unit 607: Approximately 1300 Square Feet
Unit 608: Approximately 1300 Square Feet

Unit 603 South Elgin Court: The "Collingwood" plan

This unit is a three (3) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 603:

Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

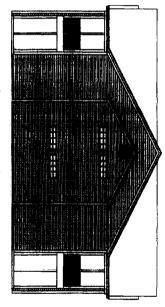
The arrangement of individual dwelling apartments in Building 600 South Elgin Court is as follows:

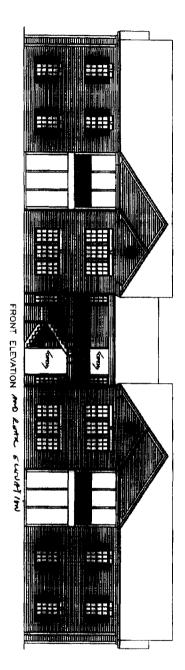
Second Floor Back	607	608
Second Floor Front	605	606
First Floor Back	603	604
First Floor Front	601	602

The front of the individual building faces towards South Elgin Court as shown on the plat referenced herein in Exhibit "B".

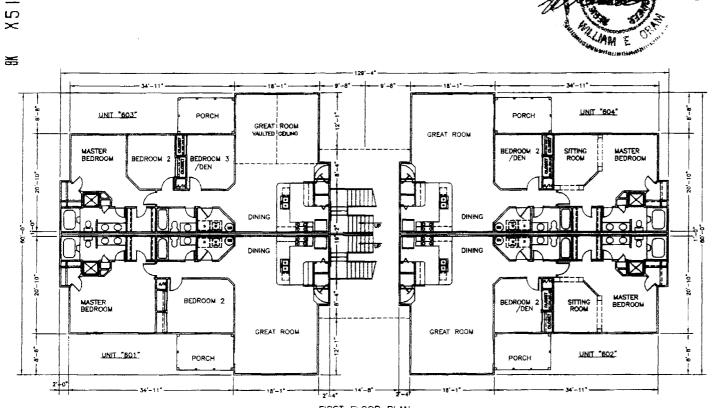
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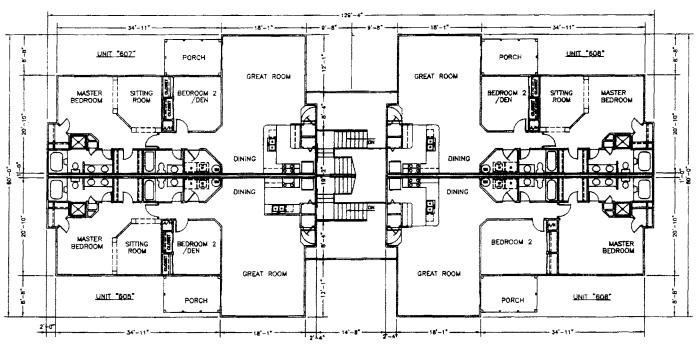


AND ELEVATION



FIRST FLOOR PLAN
PHASE G
600 SOUTH ELGIN COURT





SECOND FLOOR PLAN
PHASE G
600 SOUTH ELGIN COURT

BK X513PG733

CERTIFICATION

STATE OF SOUTH CAROLINA)

ENGINEER'S CERTIFICATION

COUNTY OF CHARLESTON

I certify to the best of my knowledge, information and belief, that the following 3 pages (FLOOR PLANS and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase G, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E.

Registered Engineer State of South Carolina

License # 5470

Date: 10/20 , 2004

CAROLA

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

Unit#	<u>Value</u>	Percentage Interest
		Per Act
1701 North Elgin Ct.	\$100,000	01.7857%
1702 - North Elgin Ct.	100,000	01.7857%
1703 North Elgin Ct.	100,000	01.7857%
1704 North Elgin Ct.	100,000	01.7857%
1705 North Elgin Ct.	100,000	01.7857%
1706 North Elgin Ct.	100,000	01.7857%
1707 North Elgin Ct.	100,000	01.7857%
1708 North Elgin Ct.	100,000	01.7857%
101 —Pickering Lane	100,000	01.7857%
102 — Pickering Lane	100,000	01.7857%
103 — Pickering Lane	100,000	01.7857%
104 — Pickering Lane	100,000	01.7857%
105 — Pickering Lane	100,000	01.7857%
106 Pickering Lane	100,000	01.7857%
107 — Pickering Lane	100,000	01.7857%
108 — Pickering Lane	100,000	01.7857%
201 — Pickering Lane	100,000	01.7857%
202 — Pickering Lane	100,000	01.785 7%
203 — Pickering Lane	100,000	01.7857%
204 — Pickering Lane	100,000	01.7857%
205 — Pickering Lane	100,000	01.7857%
206 — Pickering Lane	100,000	01.7857%
207 — Pickering Lane	100,000	01.7857%
208 — Pickering Lane	100,000	01.7857%
301 — Pickering Lane	100,000	01.7857%
302 — Pickering Lane	100,000	01.7857%
303 — Pickering Lane	100,000	01.7857%
304 — Pickering Lane	100,000	01.7857%
305 — Pickering Lane	100,000	01.7857%
306 — Pickering Lane	100,000	01.7857%
307 — Pickering Lane	100,000	01.7857%
308 — Pickering Lane	100,000	01.7857%
401 — South Elgin Ct.	100,000	01.7857%
402 — South Elgin Ct.	100,000	01.7857%
403 — South Elgin Ct.	100,000	01.7857%

EXHIBIT D (CONTINUED)

404 — South Elgin Ct.	100,000	01.7857%
405 — South Elgin Ct.	100,000	01.7857%
406 — South Elgin Ct.	100,000	01.7857%
407 — South Elgin Ct.	100,000	01.7857%
408 — South Elgin Ct.	100,000	01.7857%
501 — South Elgin Ct.	100,000	01.7857%
502 South Elgin Ct.	100,000	01.7857%
503 — South Elgin Ct.	100,000	01.7857%
504 - South Eigin Ct.	100,000	01.7857%
505 — South Elgin Ct.	100,000	01.7857%
506 — South Elgin Ct.	100,000	01.7857%
507 — South Elgin Ct.	100,000	01.7857%
508 — South Elgin Ct.	100,000	01.7857%
601 — South Elgin Ct.	100,000	01.7858%
602 — South Elgin Ct.	100,000	01.7858%
603 — South Elgin Ct.	100,000	01.7858%
604 — South Elgin Ct.	100,000	01.7858%
605 — South Elgin Ct.	100,000	01.7858%
606 South Elgin Ct.	100,000	01.7858%
607 — South Elgin Ct.	100,000	01.7858%
608 — South Elgin Ct.	100,000	<u>01.7858%</u>
TOTALS	\$5,600,000	100.0000%

RECORDER'S PAGE

This page Must remain with the original document.



THE WOODDY LAW FIRM, LLC ATTORNEYS AT LAW 622 JOHNNIE DODDS BLVD. MOUNT PLEASANT SC 29464

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REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR
REP 1198
DATE 1114104

RECEIVED FROM RMC NOV 4 2004 PEGGY A. MOSELEY CHARLESTON COUNTY AUDITOR

(843) 958-4800 2 Courthouse Square Charleston, SC 29401

STATE OF SOUTH CAROLINA)	SEVENTH AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Seventh Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Seventh Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase H of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase H, as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase H.

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Seventh Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase H are shown and described in the Exhibits to this Seventh Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Seventh Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B (reference being made to Plat Book EH, Page 500 in the RMC Office for Charleston County for a more complete location and description) and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase H, their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase H within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

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In Witness Whereof, the Grantor has executed this Seventh Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 17 day of December, 2004.

SIGNED, SEALED AND DELIVERED Grove Park Condominiums, LLC

IN THE PRESENCE OF:

Grove Park Condominiums, LLC a South Carolina limited liability company

Alison M. Dailey, Authorized Member

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as Authorized Member of Grove Park at Grand Oaks Plantation, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this / day of December, 2004.

Notary Public in and for SC

My Commission Expires: _

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Seventh Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Seventh Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 17 day of December, 2004.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.
- Cly	Alison M. Dailey, President
STATE OF SOUTH CAROLINA))	ACKNOWLEDGMENT
COUNTY OF CHARLESTON)	

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this $\frac{1}{2}$ day of December, 2004.

Notary Public in and for SC

My Commission Expires:

NOVEMBER 15, 2004 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-9 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-9 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED NOVEMBER 8, 2004 AND REVISED NOVEMBER 15, 2004 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-9 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT \$50-06-09W A DISTANCE OF 301.00' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-8 N39-53-51W A DISTANCE OF 297.65' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 177.10' TO A 5/8" REBAR AT THE INTERSECTION OF LOT 7A-8 AND 7A-1, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N50-06-09E A DISTANCE OF 182.54' TO A 5/8" REBAR, THENCE TURNIGN AND RUNNNING ALONG SAID LOT N77-11-31E A DISTANCE OF 189.52' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 91.78' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N15-12-25W A DISTANCE OF 37.65' TO A 5/8" REBAR, THENE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 45.83' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-42-45W A DISTANCE OF 39.20' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 26.66' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY N59-26-44W A DISTANCE OF 70.20' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ACROSS SAID RIGHT-OF-WAY N30-33-16E A DISTANCE OF 30.00' TO A 5/8" REBAR LOCATED ON THE NORTHERN RIGHT-OF-WAY OF GROVE PARK DRIVE, THENCE TURNIING AND RUNNING ALONG LOT 7A-1 N 26-58-55E A DISTANCE OF 235.41' TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALAONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND

A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING

EXITISIT A (continued) 5/996888

CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF S43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 11.473 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY P.O. BOX 30575 CHARLESTON, SOUTH CAROLINA 29417

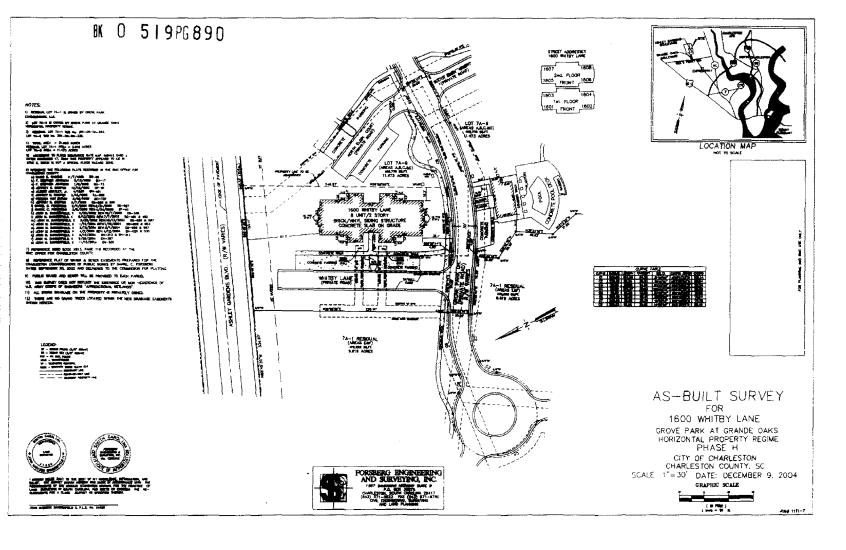
John M. DANGERFIELD, II, - RLS NO. 21620

EXIMBIT A (Continued) 519PG889

I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

JAM M. Delt 12-10-04

EXH (BIT B



Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE VIII

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, PhaseVIII is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 1601 Whitby Lane, 1606 Whitby Lane, and 1608 Whitby Lane: The "Ashford" plan These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 1601: Approximately 1300 Square Feet
Unit 1606: Approximately 1300 Square Feet
Unit 1608: Approximately 1300 Square Feet

Units 1602 Whitby Lane, 1603 Whitby Lane, 1605 Whitby Lane, and 1607 Whitby Lane: The "Buchanan" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The

EXHIBIT C (continued)
BK 0 519PG892

kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 1602: Approximately 1300 Square Feet
Unit 1603: Approximately 1300 Square Feet
Unit 1605: Approximately 1300 Square Feet
Unit 1607: Approximately 1300 Square Feet

Unit 1604 Whitby Lane: The "Collingwood" plan

This unit is a three (3) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 1604: Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

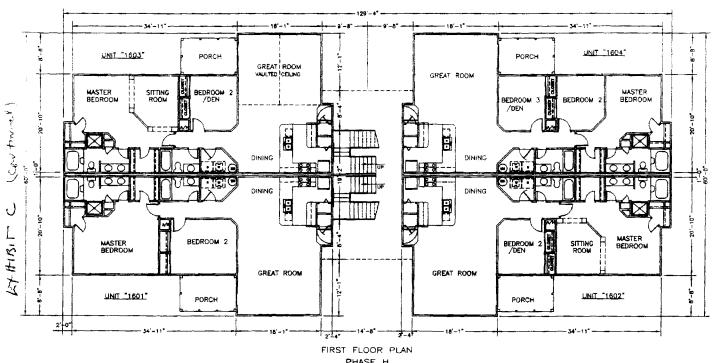
Arrangement of All Apartments:

The arrangement of individual dwelling apartments in Building 1600 Whitby Lane is as follows:

Second Floor Back	1607	1608
Second Floor Front	1605	1606
First Floor Back	1603	1604
First Floor Front	1601	1602

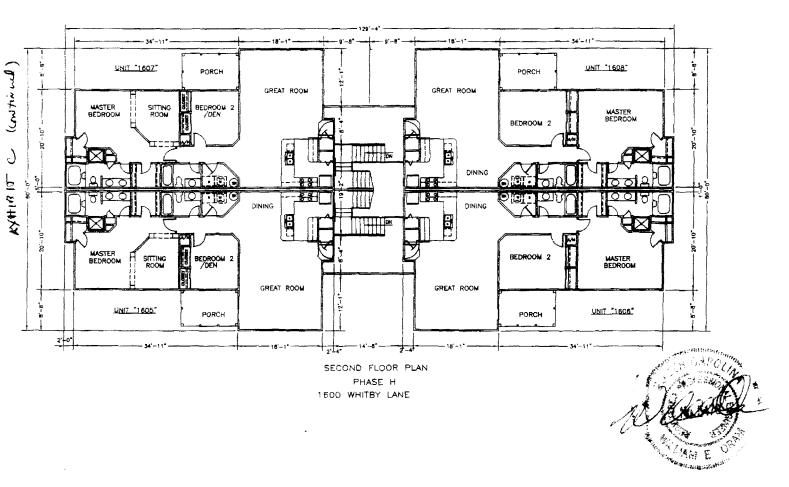
The front of the individual building faces towards Whitby Lane as shown on the plat referenced herein in Exhibit "B".

BK 0 519PG893



PHASE H 1600 WHITBY LANE

BK 0 519PG894



BK 0 519PG895

CERTIFICATION

STATE OF SOUTH CAROLINA)

ENGINEER'S CERTIFICATION

COUNTY OF CHARLESTON

I certify to the best of my knowledge, information and belief, that the following 3 pages (FLOOR PLANS and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase H, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E

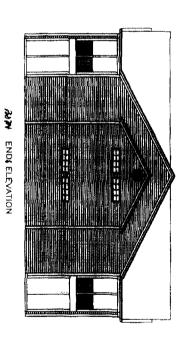
Registered Engineer State of South Carolina

License # 5470

Date: Dec 8 , 2004

BK 0 519PG896





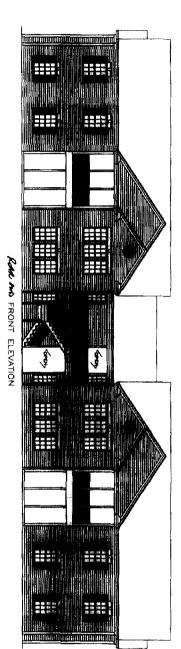


Exhibit "D"

Schedule of Assigned Values and Percentage Interests

<u>Unit #</u>	<u>Value</u>	Percentage Interest
		Per Act
1701 North Elgin Ct.	\$100,000	01.5625%
1702 North Elgin Ct.	100,000	01.5625%
1703 North Elgin Ct.	100,000	01.5625%
1704 North Elgin Ct.	100,000	01.5625%
1705 North Elgin Ct.	100,000	01.5625%
1706 North Elgin Ct.	100,000	01.5625%
1707 North Elgin Ct.	100,000	01.5625%
1708 North Elgin Ct.	100,000	01.5625%
101 Pickering Lane	100,000	01.5625%
102 — Pickering Lane	100,000	01.5625%
103 — Pickering Lane	100,000	01.5625%
104 — Pickering Lane	100,000	01.5625%
105 — Pickering Lane	100,000	01.5625%
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401 — South Elgin Ct.	100,000	01.5625%
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403 — South Elgin Ct.	100,000	01.5625%

EXHIBIT D (CONTINUED)

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1607 Whitby Lane	100,000	01.5625%
1608- Whitby Lane	<u>100,000</u>	<u>01.5625%</u>
TOTALS	\$6,400,000	100.0000%

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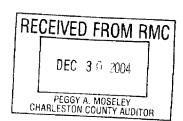
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CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR

DATE 12 /30/200



(843) 958-4800

2 Courthouse Square

Charleston, SC 29401

STATE OF SOUTH CAROLINA)	EIGHTH AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Eighth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Eighth Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase I (sometimes referred to as Phase IX) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase I, as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase I.

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Eighth Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase I are shown and described in the Exhibits to this Eighth Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Eighth Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B (reference being made to Plat Book EH, Page 709 in the RMC Office for Charleston County for a more complete location and description) and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase I, their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase I within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

Balance of page intentionally left blanket

In Witness Whereof, the Grantor has executed this Eighth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this day of March, 2005.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

Grove Park Condominiums, LLC
a South Carolina limited liability company

Alison M. Dailey, Authorized Member

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as Authorized Member of Grove Park at Grand Oaks Plantation, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 30 day of March, 2005.

Notary Public in and for SC

My Commission Expires: //////

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Eighth Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Eighth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 300 day of March, 2005.

IN THE PRESENCE OF:

SIGNED, SEALED AND DELIVERED GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 30 day of March, 2005.

My Commission Expires: _///3

BKC 531PG063

FEBRUARY 16, 2005 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-10 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-10 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED JANUARY 26, 2005 AND RECORDED IN THE RMC OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK EH, PAGE 709 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-9 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 301.00' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-8 N39-53-51W A DISTANCE OF 297.65' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 177.10' TO A 5/8" REBAR AT THE INTERSECTION OF LOT 7A-8 AND 7A-1, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N50-06-09E A DISTANCE OF 182.54' TO A 5/8" REBAR, THENCE TURNIGN AND RUNNNING ALONG SAID LOT N77-11-31E A DISTANCE OF 189.52' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 91.78' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N15-12-25W A DISTANCE OF 37.65' TO A 5/8" REBAR, THENE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 45.83' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-42-45W A DISTANCE OF 39.20' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 26.66' TO A 5/8" REBAR ON THE SOUTHERN RIGHT OF WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY N59-26-44W A DISTANCE OF 70.20' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ACROSS SAID RIGHT-OF-WAY N30-33-16E A DISTANCE OF 30.00' TO A 5/8" REBAR LOCATED ON THE NORTHERN RIGHT-OF-WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY IN A WESTERLY DIRECTION AROUND A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 79.05', A RADIUS OF 150.40', AND A CHORD OF N74-30-10W, 78.14', THENCE CONTINUING ALONG SAID RIGHT OF WAY AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 22.90' A RADIUS OF 23.00', AND A CHORD OF N61-02-26W, 21.96', THENCE TURNING AND RUNNING ALONG LOT 7A-1, N21-14-25E A DISTANCE OF 239.10' TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY S68-43-35E A DISTANCE OF 123.07' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALAONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF S43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 12.077 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY P.O. BOX 30575 CHARLESTON, SOUTH CAROLINA 29417

JOHN M. DANGERFIELD, II, - RLS NO. 21620



BKC 531PG065

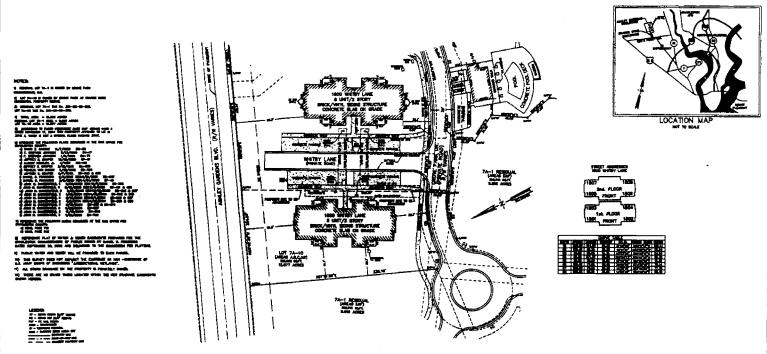
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I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

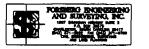
Join M. Dangerfield, II, RLS

DANGE

9







AS-BUILT SURVEY

1500 WHITBY LANE

GROVE PARK AT GRANDE OAKS HORIZONTAL PROPERTY REGIME PHASE I

CITY OF CHARLESTON
CHARLESTON COUNTY, SC
SCALE: 1°=30' DATE: FEBRUARY 15, 2005

GRAPHIC SCALE

(3.5)

<u>1884</u> 1071−7

Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE IX

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase IX is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 1501 Whitby Lane, 1502 Whitby Lane, 1503 Whitby Lane, and 1505 Whitby Lane: The "Ashford" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 1501: Approximately 1300 Square Feet
Unit 1502: Approximately 1300 Square Feet
Unit 1503: Approximately 1300 Square Feet
Unit 1505: Approximately 1300 Square Feet

BKC 531PG068

Units 1504 Whitby Lane, 1506 Whitby Lane, 1507 Whitby Lane, and 1508 Whitby Lane: The "Buchanan" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS: Two Bedroom Unit:

Unit 1504: Approximately 1300 Square Feet
Unit 1506: Approximately 1300 Square Feet
Unit 1507: Approximately 1300 Square Feet
Unit 1508: Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

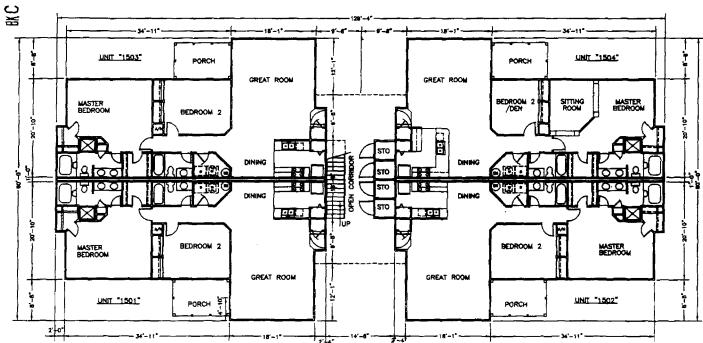
Arrangement of All Apartments:

The arrangement of individual dwelling apartments in Building 200 Pickering Lane is as follows:

Second Floor Back	1507	1508
Second Floor Front	1505	1506
First Floor Back	1503	1504
First Floor Front	1501	1502

The front of the individual building faces towards Whitby Lane as shown on the plat referenced herein in Exhibit "B".

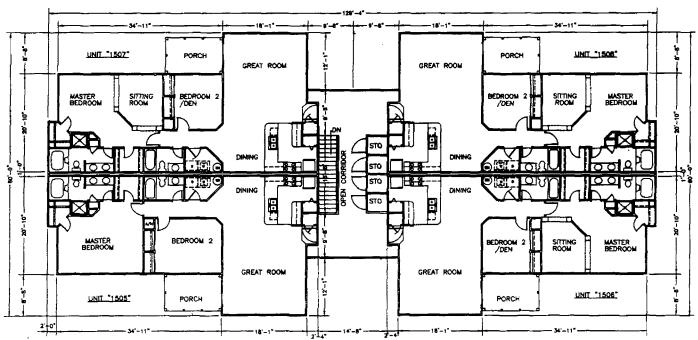




FIRST FLOOR PLAN PHASE IX 1500 WHITBY LANE

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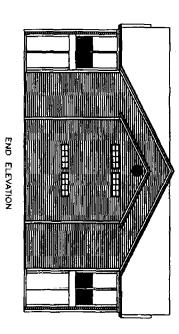


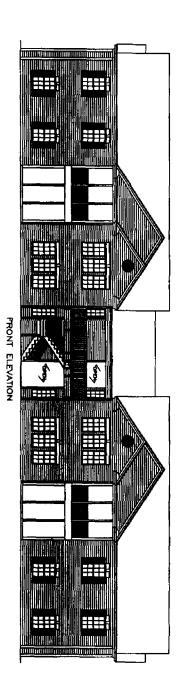


SECOND FLOOR PLAN PHASE IX 1500 WHITBY LANE

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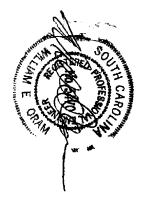


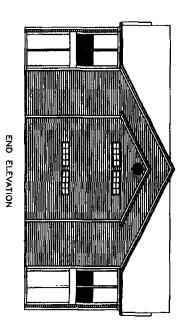


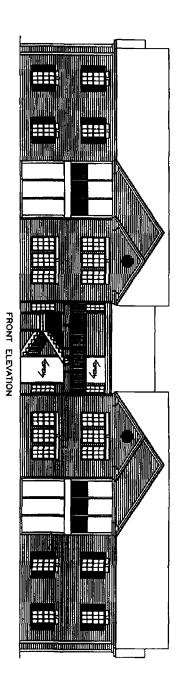


EXPERIT C (Continued)

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BKC 531PG073

CERTIFICATION

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ENGINEER'S CERTIFICATION

I certify to the best of my knowledge, information and belief, that the following 3 pages (FLOOR PLANS and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase IX, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E. Registered Engineer State of South Carolina

License # 5470

Date: 3/22/6 , 2005

-

<u>Exhibit "D"</u>
Schedule of Assigned Values and Percentage Interests

<u>Unit#</u>	Value	Percentage Interest Per Act
1701 North Elgin Ct.	\$100,000	01.39%
1702 North Elgin Ct.	100,000	01.39%
1703 North Elgin Ct.	100,000	01.39%
1704 North Elgin Ct.	100,000	01.39%
1705 North Elgin Ct.	100,000	01.39%
1706 North Elgin Ct.	100,000	01.39%
1707 North Elgin Ct.	100,000	01.39%
1708 North Elgin Ct.	100,000	01.39%
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EXHIBIT D (CONTINUED)

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1606- Whitby Lane	100,000	01.39%
1607- Whitby Lane	100,000	01.39%
1608- Whitby Lane	100 ,000	01.39%
1501- Whitby Lane	100,000	01.38%
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1507- Whitby Lane	100,000	01.38%
1508- Whitby Lane	<u>100,000</u>	<u>01.38%</u>
TOTALS	\$7,200,000	100.0000%

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THE WOODDY LAW FIRM, LLC ATTOTICEYS AT LAW 622 JOHNNIE DODDS BLVD. MOUNT PLEASANT SC 29484



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c	PEGGY A. MOSELEY HARLESTON COUNTY AUDITOR	

(843) 958-4800 2 Courthouse Square Charleston, SC 29401

STATE OF SOUTH CAROLINA)	NINTH AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Ninth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Ninth Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase J (sometimes referred to as Phase X) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase J, as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase J.

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Ninth Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase J are shown and described in the Exhibits to this Ninth Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Ninth Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B (reference being made to Plat Book EH Page ?>3 in the RMC Office for Charleston County for a more complete location and description) and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase J, their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase J within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

Balance of page intentionally left blanket

In Witness Whereof, the Grantor has executed this Ninth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this day of May, 2005.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Grove Park Condominiums, LLC a South Carolina limited liability company

Alison M. Dailey, Authorized Member

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as Authorized Member of Grove Park at Grand Oaks Plantation, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this Andrew day of May, 2005.

Notary Public in and for

My Commission Expires: ///13/12

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Ninth Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Ninth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 18th day of May, 2005.

IN THE PRESENCE OF:

SIGNED, SEALED AND DELIVERED GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this An day of May, 2005.

Notary Public in and for SC

My Commission Expires: ///13/12

BKF 537PG402

MAY 9, 2005 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-11 CONSISTING OF AREA A, B, C, D & E LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-11 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED APRIL 25, 2005 AND RECORDED IN THE RMC OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK EH, PAGE 923 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-11 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 301.00' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-11 N39-53-51W A DISTANCE OF 297.65' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 177.10' TO A 5/8" REBAR AT THE INTERSECTION OF LOT 7A-11 AND 7A-1, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N50-06-09E A DISTANCE OF 182.54' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N77-11-31E A DISTANCE OF 189.52' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N30-33-16E A DISTANCE OF 45.93' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N59-58-01W A DISTANCE OF 316.86' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N63-53-35E A DISTANCE OF 94.09' TO A 5/8" REBAR ON THE SOUTHERN RIGHT-OF-WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY IN A NORTHERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 175.04', A RADIUS OF 52.00', AND A CHORD OF N51-02-41E, 103.34'; THENCE TURNING AND RUNNING ALONG LOT 7A-1, N21-14-25E A DISTANCE OF 239.10' TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY S68-43-35E A DISTANCE OF 123.07' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A

BKF 537PG403

CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF S43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 13.155 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC.

1587 B SAVANNAH HIGHWAY

P.O. BOX 30575

CHARLESTON, SOUTH CAROLINA 29417

JOHN M. DANGERFIELD, II, - RLS NO. 21620





LIXHIBIT A (Continued)

BKF 537PG404

I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

John M. Dangerfield, II, RLS





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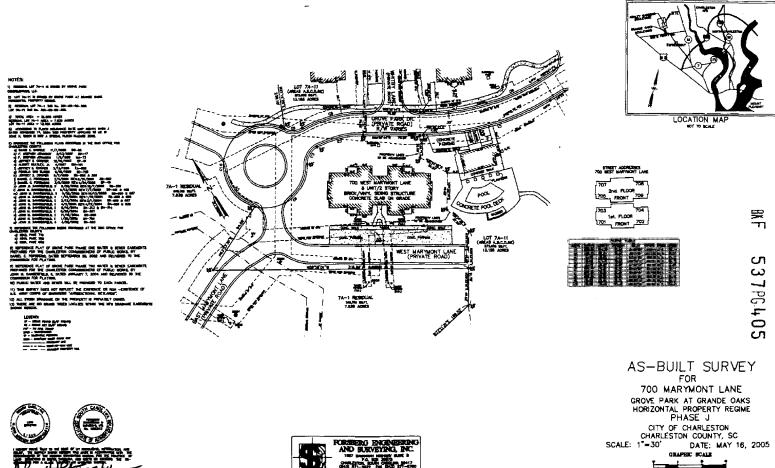


Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE X

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase X is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

<u>Units 703 East Marymont Lane, 704 East Marymont Lane and 706 East Marymont Lane: The "Ashford" plan</u>

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 703: Approximately 1300 Square Feet Unit 704: Approximately 1300 Square Feet Unit 706: Approximately 1300 Square Feet

Units 701 East Marymont Lane, 702 East Marymont Lane, 705 East Marymont Lane, 707 East Marymont Lane, and 708 East Marymont Lane: The "Buchanan" plan

EXTRACT C Continued)
EXF 537PG407

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 701: Approximately 1300 Square Feet
Unit 702: Approximately 1300 Square Feet
Unit 705: Approximately 1300 Square Feet
Unit 707: Approximately 1300 Square Feet
Unit 708: Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

The arrangement of individual dwelling apartments in Building 700 East Mary mont Lane is as follows:

707	708
705	706
703	704
701	702
	703

The front of the individual building faces towards East Marymont Lane as shown on the plat referenced herein in Exhibit "B".

MF 537PG408

CERTIFICATION

STATE OF SOUTH CAROLINA)

ENGINEER'S CERTIFICATION

COUNTY OF CHARLESTON

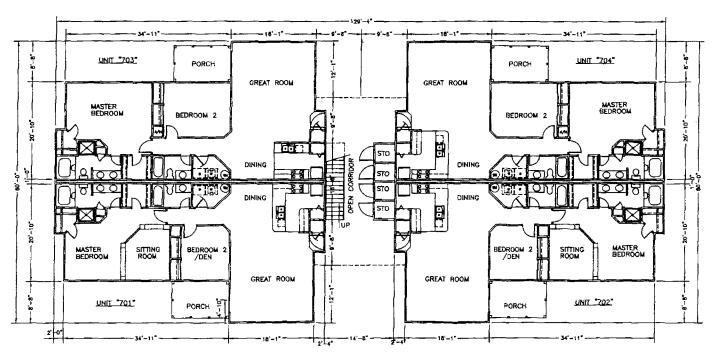
I certify to the best of my knowledge, information and belief, that the following 3 pages (FLOOR PLANS and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase X, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E. Registered Engineer State of South Carolina License # 5470

Date: 4/30__, 2005

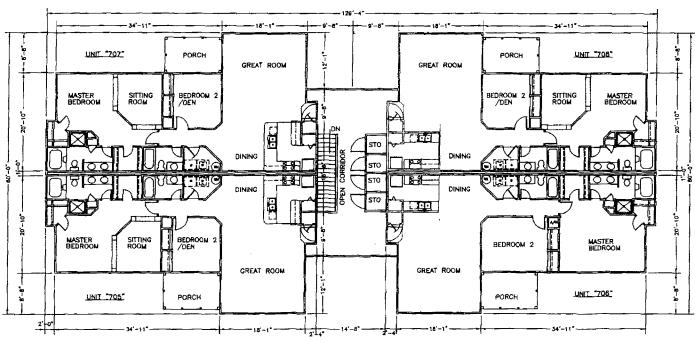
EXTRAIT



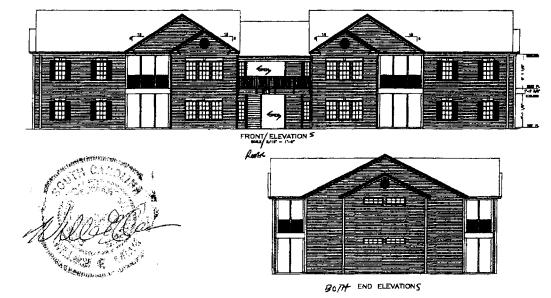


FIRST FLOOR PLAN ~ PHASE 10 700 EAST MARYMONT LANE





SECOND FLOOR PLAN
PHASE 10
700 EAST MARYMONT LANE



DIMENSIONS AND OPTIONS MAY VARY DUE TO OWNER SELECTIONS AND/OR FIELD CHANGES — FIELD VERIFY GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

Unit #	<u>Value</u>	Percentage Interest Per Act
1701 North Elgin Ct.	\$100,000	01.25%
1702 North Elgin Ct.	100,000	01.25%
1703 North Elgin Ct.	100,000	01.25%
1704 North Elgin Ct.	100,000	01.25%
1705 North Elgin Ct.	100,000	01.25%
1706 North Elgin Ct.	100,000	01.25%
1707 North Elgin Ct.	100,000	01.25%
1708 North Elgin Ct.	100,000	01.25%
101 —Pickering Lane	100,000	01.25%
102 — Pickering Lane	100,000	01.25%
103 — Pickering Lane	100,000	01.25%
104 — Pickering Lane	100,000	01.25%
105 — Pickering Lane	100,000	01.25%
106 — Pickering Lane	100,000	01.25%
107 — Pickering Lane	100,000	01.25%
108 — Pickering Lane	100,000	01.25%
201 — Pickering Lane	100,000	01.25%
202 — Pickering Lane	100,000	01.25%
203 — Pickering Lane	100,000	01.25%
204 — Pickering Lane	100,000	01.25%
205 — Pickering Lane	100,000	01.25%
206 — Pickering Lane	100,000	01.25%
207 — Pickering Lane	100,000	01.25%
208 — Pickering Lane	100,000	01.25%
301 — Pickering Lane	100,000	01.25%
302 — Pickering Lane	100,000	01.25%
303 — Pickering Lane	100,000	01.25%
304 — Pickering Lane	100,000	01.25%
305 — Pickering Lane	100,000	01.25%
306 — Pickering Lane	100,000	01.25%
307 — Pickering Lane	100,000	01.25%
308 — Pickering Lane	100,000	01.25%
401 — South Elgin Ct.	100,000	01.25%
402 — South Elgin Ct.	100,000	01.25%
403 — South Elgin Ct.	100,000	01.25%

EXHIBIT D (CONTINUED)

404 — South Elgin Ct.	100,000	01.25%
405 — South Elgin Ct.	100,000	01.25%
406 — South Elgin Ct.	100,000	01.25%
407 — South Elgin Ct.	100,000	01.25%
408 — South Elgin Ct.	100,000	01.25%
501 — South Elgin Ct.	100,000	01.25%
502 — South Elgin Ct.	100,000	01.25%
503 — South Elgin Ct.	100,000	01.25%
504 — South Elgin Ct.	100,000	01.25%
505 — South Elgin Ct.	100,000	01.25%
506 — South Elgin Ct.	100,000	01.25%
507 — South Elgin Ct.	100,000	01.25%
508 — South Elgin Ct.	100,000	01.25%
601 South Elgin Ct.	100,000	01.25%
602 — South Elgin Ct.	100,000	01.25%
603 — South Elgin Ct.	100,000	01.25%
604 — South Elgin Ct.	100,000	01.25%
605 — South Elgin Ct.	100,000	01.25%
606 — South Elgin Ct.	100,000	01.25%
607 — South Elgin Ct.	100,000	01.25%
608 — South Elgin Ct.	100,000	01.25%
1601- Whitby Lane	100,000	01.25%
1602- Whitby Lane	100,000	01.25%
1603- Whitby Lane	100,000	01.25%
1604– Whitby Lane	100,000	01.25%
1605- Whitby Lane	100,000	01.25%
1606- Whitby Lane	100,000	01.25%
1607- Whitby Lane	100,000	01.25%
1608- Whitby Lane	100,000	01.25%
1501- Whitby Lane	100,000	01.25%
1502- Whitby Lane	100,000	01.25%
1503- Whitby Lane	100,000	01.25%
1504- Whitby Lane	100,000	01.25%
1505- Whitby Lane	100,000	01.25%
1506- Whitby Lane	100,000	01.25%
1507- Whitby Lane	100,000	01.25%
1508- Whitby Lane	100,000	01.25%
701— East Marymont Lane	100,000	01.25%
702— East Marymont Lane	100,000	01.25%
703— East Marymont Lane	100,000	01.25%
704— East Marymont Lane	100,000	01.25%
705— East Marymont Lane	100,000	01.25%
706— East Marymont Lane	100,000	01.25%

EXITERT D (CONTINUED)

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707— East Marymont Lane 708— East Marymont Lane 100,000 100,000 01.25% 01.25%

TOTALS

\$8,000,000

100.0000%

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THE WOODDY LAW FIRM, LLC
ATTORNEYS AT LAW
622 JOHNNIE DODDG BLVD. MOUNT PLEASANT SC 29464

amend / & D Recording Fee State Fee County Fee **Postage Total**

BKF

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FILED

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CHARLIE LYBRAND REGISTER CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR DATE 6/6

RE	CEIVED	FR	OM F	MC
	JUN	6	2005	
	PEGGY CHARLESTON	A. M COU	OSELEY NTY AUI	I DITOR

(843) 958-4800 2 COURTHOUSE SQUARE

CHARLESTON, SOUTH CAROLINA

29402-0726

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STATE OF SOUTH CAROLINA)	TENTH AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Tenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Tenth Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase K (sometimes referred to as Phase XI) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

THE WOODDY LAW FIRM, LLC ATTORNEYS AT LAW 622 JOHNNIE DODDS BLVD. MOUNT PLEASANT SC 29464

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase K, as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase K.

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Tenth Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase K are shown and described in the Exhibits to this Tenth Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Tenth Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B (reference being made to Plat Book ** Page ** Page

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase K, their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase K within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

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FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Tenth Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Tenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this // tay of June, 2005.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Alison M. Dailey, President

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this _/7 day of June, 2005.

Notary Public in and for SC

My Commission Expires: 11/13/12

In Witness Whereof, the Grantor has executed this Tenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 17 day of June, 2005.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Grove Park Condominiums, LLC a South Carolina limited liability company

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as Authorized Member of Grove Park at Grand Oaks Plantation, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 17th day of June, 2005.

Notary Public in and for SC
My Commission Expires: 11/13/12

BKG 541PG209

JUNE 15, 2005 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-12 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-12 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED MAY 20, 2005 AND RECORDED IN THE RMC OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK EH, PAGE 969 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-12 AND LOT 7B. A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 301.00' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-12 N39-53-51W A DISTANCE OF 297.65' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 177.10' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 182.17' TO A 5/8" REBAR AT THE INTERSECTION OF LOT 7A-12 AND LOT 7A-1, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N50-06-09E A DISTANCE OF 237.79' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N33-41-23E A DISTANCE OF 57.57' TO A 5/8" REBAR THENCE TURNING AND RUNNING ALONG SAID LOT N30-03-04W A DISTANCE OF 70.08' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N59-58-01W A DISTANCE OF 55.87' TO A 5/8" REBAR THENCE TURNING AND RUNNING ALONG SAID LOT N59-58-01W A DISTANCE OF 316.86' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N63-53-35E A DISTANCE OF 94.09' TO A 5/8" REBAR ON THE SOUTHERN RIGHT-OF-WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY IN A NORTHERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 175.04', A RADIUS OF 52.00', AND A CHORD OF N51-02-41E, 103.34'; THENCE TURNING AND RUNNING ALONG LOT 7A-1, N21-14-25E A DISTANCE OF 239.10' TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY S68-43-35E A DISTANCE OF 123.07' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325,97' TO A 5/8" REBAR. THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF \$43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 14.153 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY P.O. BOX 30575 CHARLESTON, SOUTH CAROLINA 29417

6-15-2005 M. DANGERFIELD, II, - PE, RLS NO. 21620





ExtitiBIT A (continued)

8KG 541PG211

I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

10Hn M. DANGERFIELD, II, PE, RLS





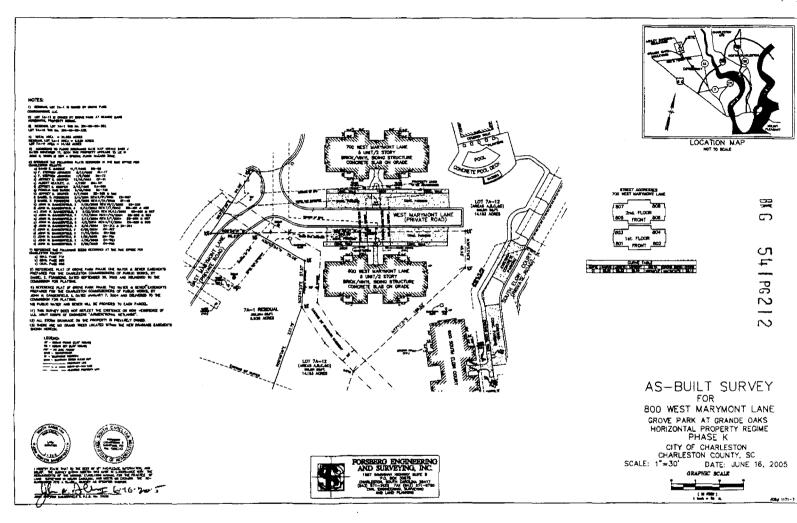


Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE XI

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase XI is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 804 East Marymont Lane and 808 East Marymont Lane: The "Ashford" plan

This unit is a two (2) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 804: A

Approximately 1300 Square Feet

Unit 808:

Approximately 1300 Square Feet

Approximately

Units 802 East Marymont Lane, 805 East Marymont Lane, 806 East Marymont Lane, and 807 East Marymont Lane: The "Buchanan" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The

BIG 54 1 PG 2 14

kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 802: Approximately 1300 Square Feet
Unit 805: Approximately 1300 Square Feet
Unit 806: Approximately 1300 Square Feet
Unit 807: Approximately 1300 Square Feet

Unit 801 East Marymont Lane and 803 East Marymont Lane: The "Collingwood" plan

This unit is a three (3) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 801: Approximately 1300 Square Feet
Unit 803: Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

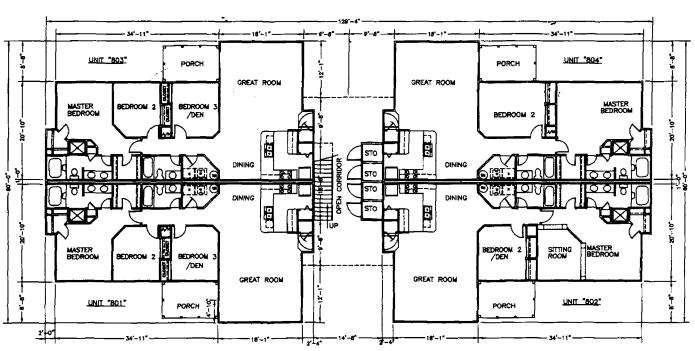
The arrangement of individual dwelling apartments in Building 800 East Marymont Lane is as follows:

Second Floor Back	807	808
Second Floor Front	805	806
First Floor Back	803	804
First Floor Front	801	802

3

The front of the individual building faces towards East Marymont Lane as shown on the plat referenced herein in Exhibit "B".

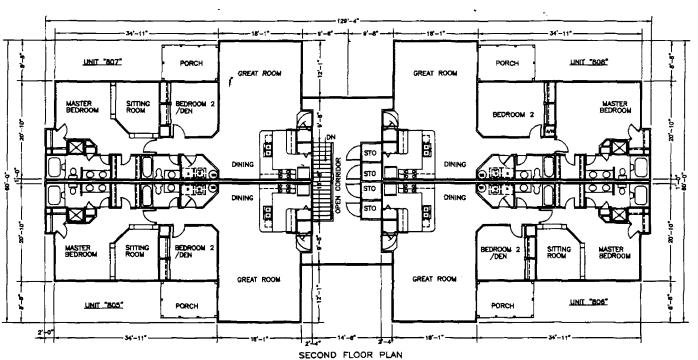




FIRST FLOOR PLAN
PHASE 11
800 EAST MARYMONT LANE

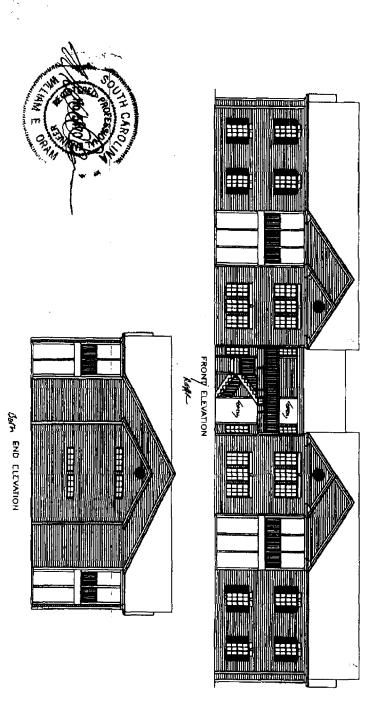
BKG 54/PE215





SECOND FLOOR PLAN
PHASE 11
800 EAST MARYMONT LANE

8KG 541PG217



BKG 541PG218

CERTIFICATION

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ENGINEER'S CERTIFICATION

I certify to the best of my knowledge, information and belief, that the following 3 pages (FLOOR PLANS and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase XI, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E. Registered Engineer State of South Carolina

License # 5470

Martinger of the

Date: 6/16 , 2005

CAROLINA CAR

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

Unit #	Value	Percentage Interest
	<u>——</u>	Per Act
1701 North Elgin Ct.	\$100,000	01.1364%
1702 North Elgin Ct.	100,000	01.1364%
1703 North Elgin Ct.	100,000	01.1364%
1704 North Elgin Ct.	100,000	01.1364%
1705 North Elgin Ct.	100,000	01.1364%
1706 North Elgin Ct.	100,000	01.1364%
1707 North Elgin Ct.	100,000	01.1364%
1708 North Elgin Ct.	100,000	01.1364%
101 —Pickering Lane	100,000	01.1364%
102 — Pickering Lane	100,000	01.1364%
103 — Pickering Lane	100,000	01.1364%
104 — Pickering Lane	100,000	01.1364%
105 — Pickering Lane	100,000	01.1364%
106 — Pickering Lane	100,000	01.1364%
107 — Pickering Lane	100,000	01.1364%
108 Pickering Lane	100,000	01.1364%
201 — Pickering Lane	100,000	01.1364%
202 — Pickering Lane	100,000	01.1364%
203 — Pickering Lane	100,000	01.1364%
204 — Pickering Lane	100,000	01.1364%
205 — Pickering Lane	100,000	01.1364%
206 — Pickering Lane	100,000	01.1364%
207 — Pickering Lane	100,000	01.1364%
208 — Pickering Lane	100,000	01.1364%
301 — Pickering Lane	100,000	01.1364%
302 — Pickering Lane	100,000	01.1364%
303 — Pickering Lane	100,000	01.1364%
304 — Pickering Lane	100,000	01.1364%
305 — Pickering Lane	100,000	01.1364%
306 — Pickering Lane	100,000	01.1364%
307 — Pickering Lane	100,000	01.1364%
308 — Pickering Lane	100,000	01.1364%
401 — South Elgin Ct.	100,000	01.1364%
402 — South Elgin Ct.	100,000	01.1364%
403 — South Elgin Ct.	100,000	01.1364%

EXHIBIT D (CONTINUED)

404 — South Elgin Ct.	100,000	01.1364%
405 — South Elgin Ct.	100,000	01.1364%
406 — South Elgin Ct.	100,000	01.1364%
407 — South Elgin Ct.	100,000	01.1364%
408 South Elgin Ct.	100,000	01.1364%
501 — South Elgin Ct.	100,000	01.1364%
502 — South Elgin Ct.	100,000	01.1364%
503 — South Elgin Ct.	100,000	01.1364%
504 — South Elgin Ct.	100,000	01.1364%
505 — South Elgin Ct.	100,000	01.1364%
506 — South Elgin Ct.	100,000	01.1364%
507 — South Elgin Ct.	100,000	01.1364%
508 — South Elgin Ct.	100,000	01.1364%
601 — South Elgin Ct.	100,000	01.1364%
602 — South Elgin Ct.	100,000	01.1364%
603 — South Elgin Ct.	100,000	01.1364%
604 — South Elgin Ct.	100,000	01.1364%
605 — South Elgin Ct.	100,000	01.1364%
606 South Elgin Ct.	100,000	01.1364%
607 — South Elgin Ct.	100,000	01.1364%
608 — South Elgin Ct.	100,000	01.1364%
1601- Whitby Lane	100,000	01.1363%
1602- Whitby Lane	100,000	01.1363%
1603- Whitby Lane	100,000	01.1363%
1604- Whitby Lane	100,000	01.1363%
1605- Whitby Lane	100,000	01.1363%
1606- Whitby Lane	100,000	01.1363%
1607- Whitby Lane	100,000	01.1363%
1608– Whitby Lane	100,000	01.1363%
1501– Whitby Lane	100,000	01.1363%
1502- Whitby Lane	100,000	01.1363%
1503- Whitby Lane	100,000	01.1363%
1504- Whitby Lane	100,000	01.1363%
1505- Whithy Lane	100,000	01.1363%
1506- Whitby Lane	100,000	01.1363%
1507- Whitby Lane	100,000	01.1363%
1508- Whitby Lane	100,000	01.1363%
701— East Marymont Lane	100,000	01.1363%
702— East Marymont Lane	100,000	01.1363%
703—East Marymont Lane	100,000	01.1363%
704— East Marymont Lane	100,000	01.1363%
705— East Marymont Lane	100,000	01.1363%
706— East Marymont Lane	100,000	01.1363%

DYHIBIT D (continued)

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707— East Marymont Lane	100,000	01.1363%
708— East Marymont Lane	100,000	01.1363%
801—East Marymont Lane	100,000	01.1363%
802— East Marymont Lane	100,000	01.1363%
803— East Marymont Lane	100,000	01.1363%
804— East Marymont Lane	100,000	01.1363%
805— East Marymont Lane	100,000	01.1363%
806—East Marymont Lane	100,000	01.1363%
807—East Marymont Lane	100,000	01.1363%
808— East Marymont Lane	100,000	01.1363%
TOTALS	\$8 800 000	100 0000%

RECORDER'S PAGE

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Worden Law Firm UC

Recording 74.00

State

Fee____

County ____

Postage____

Total_ 34.00 8

Jith

FILED G-541-204 2005 JUN 17 PM 1:18

CHARLESTON COUNTYS



PID VERIFIED BY ASSESSOR

REP /3/1 /05

STATE OF SOUTH CAROLINA))	ELEVENTH AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON).	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Eleventh Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Eleventh Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase L (sometimes referred to as Phase XII) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase L, as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase L.

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Eleventh Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase L are shown and described in the Exhibits to this Eleventh Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Eleventh Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B (reference being made to Plat Book EJ Page 089 in the RMC Office for Charleston County for a more complete location and description) and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase L, their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase L within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

ARTICLE V

In addition to the amendments above stated Exhibit B as shown in the Ninth and Tenth Amendment to the Master Deed is hereby amendment as shown on Exhibit B-1 (Phase J) and B-2 (Phase K) respectively. This amendment changes the address shown on Exhibit B of the Ninth and Tenth Amendments to reflect the address of the Units as "East Marymont Lane" rather than "West Marymont Lane".

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In Witness Whereof, the Grantor has executed this Eleventh Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 25 day of July, 2005.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Grove Park Condominiums, LLC a South Carolina limited liability company

Alison M. Dailey, Authorized Member

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as Authorized Member of Grove Park at Grand Oaks Plantation, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 25 hday of July, 2005.

Notary Public in and for SC

My Commission Expires: ////3/12

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Eleventh Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Eleventh Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this <u>Zf</u> day of July, 2005.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 29 day of July, 2005.

Notary Public in and for SC

My Commission Expires: 1/13/12

BX 1 U547PG819

JULY 25, 2005 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-13 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-13 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED JULY 7, 2005 AND RECORDED IN THE RMC OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK EJ, PAGE 089 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-13 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 301.00' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-12 N39-53-51W A DISTANCE OF 297.65' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 177.10' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 88.89' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 93.28' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51 W A DISTANCE OF 78.39' TO A 5/8" REBAR ATTHE INTERSECTION OF LOT 7A-13 AND LOT 7A-1, THENCE TURNING AND RUNNING ALONG LOT 7A-1, N50-06-09E A DISTANCE OF 147.83' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N63-53-35E A DISTANCE OF 142.10' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N63-53-35E A DISTANCE OF 94.09' TO A 5/8" REBAR ON THE SOUTHERN RIGHT-OF-WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY IN A NORTHERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 175.04', A RADIUS OF 52.00', AND A CHORD OF N51-02-41E, 103.34'; THENCE TURNING AND RUNNING ALONG LOT 7A-1, N21-14-25E A DISTANCE OF 239.10' TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY S68-43-35E A DISTANCE OF 123.07' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY \$68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF S65-14EXTERIT A (Confined)
BX U547PG820

32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF S43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 15.251 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B'SAVANNAH HIGHWAY P.O. BOX 30575 CHARLESTON, SOUTH CAROLINA 29417

JOHN M. DANGERFIELD, II, - PE, RLS NO. 21620

DHIBIT A (Continued)

I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN, ON THE SITE PLAN.

OHN M. DANGERFIELD, II, PE, RLS





NOTES:

1) RESIDUAL LOT 7A-1 IS DANCE BY GROVE PARK

13.

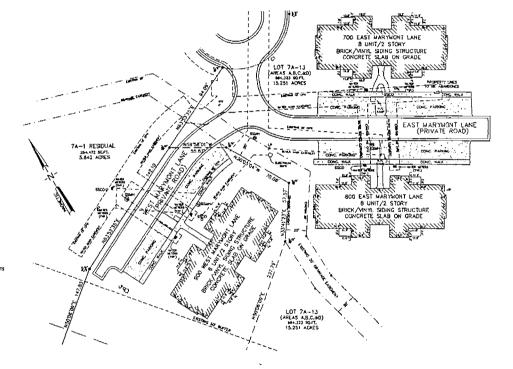
4) THAIL PARK BHY BY REPURSACE PLAT OF ORDINE PARK PHASE ONE HATER & SEMER CASEMENTS PREPARED FOR THE CHARLESTON COMMISSIONERS OF PARKEL WORKS, BY DANIEL C. FORSEIGH, OATED SEPTEMBER 20, 2002 AND DELIVERED TO THE COMMISSION FOR PLATTING.

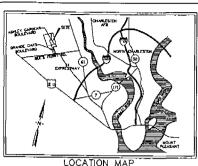
10) PUBLIC WATER AND SEWER WILL BE PROVIDED TO EACH PARCEL

11) THIS SURVEY DOES NOT REFLECT THE EXISTENCE OF NON -EXISTENCE OF U.S. AMAY COMPS OF ENGINEERS "LIRISDICTIONAL WEILANDS".

12) ALL STORM DRAMAGE ON THE PROPERTY IS PRIVATELY OWNED.

13) THERE ARE NO GRAND TREES LOCATED WITHIN THE NEW DRAMAGE EASEMENTS SHOWN MERCOM.







CURVE TABLE

AS-BUILT SURVEY FOR

900 WEST MARYMONT LANE

GROVE PARK AT GRANDE OAKS HORIZONTAL PROPERTY REGIME PHASE L

CITY OF CHARLESTON CHARLESTON COUNTY, SC SCALE: 1"=30" DATE: JULY 25, 2005

GRAPHIC SCALE



JOB# 1171-7







FORSBERG ENGINEERING
AND SURVEYING, INC.
1587 SWANNEY PROPERTY SUITE 8
PO. 964 5037;
CHARLESTON, SOUTH CAROLINA 29417
(643) 3174-322 7AX (643) 371-3720
CAN, ENGINEERING, SURVEYING
CAN, COLOR CANDENSING

BK U547PG823

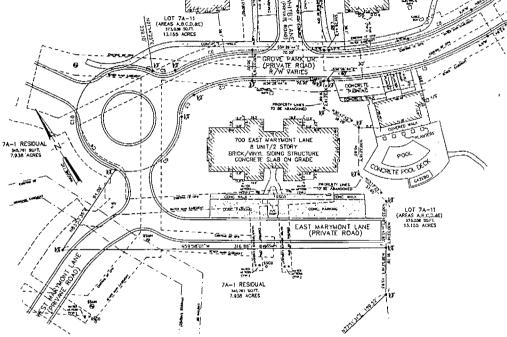
NOTES:

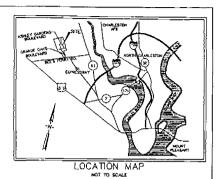
TO PUBLIC WATER AND SENER MLL BE PROMOTED TO EACH PARCEL.

1) THIS SURVEY DOCK HOT REPUBLIT THE EXSTRUCT OR HON -CUSTOMET OF U.S. ARMY CORRES OF DIRACIEST SURRENCHMAN WITHARDS.

3) ALL STORM BRAHAUGE OF THE PROPRIETY OF PROTRATING FORMATILY OWNED.

13) THERE HAVE HO DRIVED THESE LOCATED WHICH THE PRAHAMACE EXSEMBITS SHOWN ARREST.





STREET ADDRESSES 700 EAST MARYWONT LANE 2nd. FLOOR FRONT 709 1st. FLOOR 701 FRONT 702



AS-BUILT SURVEY

700 EAST MARYMONT LANE

GROVE PARK AT GRANDE OAKS HORIZONTAL PROPERTY REGIME PHASE J

CITY OF CHARLESTON

CHARLESTON COUNTY, SC SCALE: 1"=30"

DATE: MAY 16, 2005 REVISED DATE: JULY 25, 2005

GRAPHIC SCALE



JOS# 1171-7





FORSBERG ENGINEERING AND SURVEYING, INC.

NOTES:

1) RESIDUAL LOT TA-1 IS DWALD BY GROW PARK

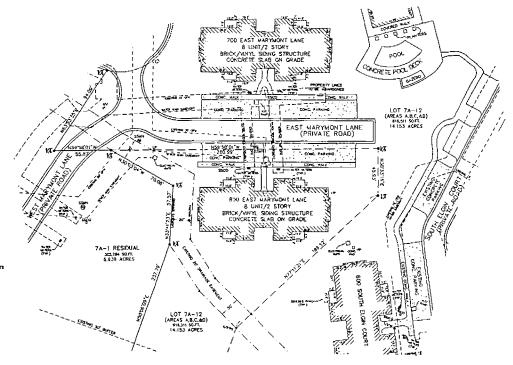
13

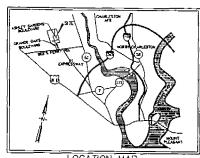
B) RETERING FLAT OF ORDER PARK PHASE ONE WATER & SOUR EXSENDITS PRÉPARED FOR THE CHARLESTON COMMISSIONERS OF PUBLIC WORKS, BY DAMEL C. FORSBERG, DATED SÉPTÉMBÉR 20, 2012 AND DELVERED TO THE COMMISSION FOR PLATTENS.

19) HAS SURVEY DOES NOT REDUCT HE EXISTING OR NON -CUSTEMAT OF U.S. MANY CORPS OF DOMESTER "LARSCHOOMS BETLANDS."

2) ALL STOM DRAMADE ON HE PROPERTY IS PRAINTLY OWNED.

(3) THOSE ARE NO GRAND TREES LOCATED WITHIN THE NEW PRANACE LASEMENTS SHOWN ARECON.





LOCATION MAP



2nd, FLOOR 805 FRONT 806 803 1st. FLOOR 1801 FRONT 802

AS-BUILT SURVEY

FOR

800 EAST MARYMONT LANE

GROVE PARK AT GRANDE OAKS HORIZONTAL PROPERTY REGIME PHASE K

CITY OF CHARLESTON CHARLESTON COUNTY, SC

SCALE: 1"=30' DATE: JUNE 16, 2005

REVISED DATE: JULY 25, 2005 GRAPHIC SCALE



J08# 1171-7







FORSBERG ENGINEERING AND SURVEYING, INC.

1587 SAMANAN HIGHWAY SUIFE 8
P.O. BOX 30575
CHARLISTON SOUTH CAPOLINA 29417
(943) 571-5672 FAX (843) 571-6780
CML ENGINEERING, SURVEYING
AND LAYD PLAYING

Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE XII

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase XII is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 901 West Marymont Lane, 903 West Marymont Lane, 905 West Marymont Lane, and 906 West Marymont Lane: The "Ashford" plan

This unit is a two (2) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 901: Approximately 1300 Square Feet
Unit 903: Approximately 1300 Square Feet
Unit 905: Approximately 1300 Square Feet
Unit 906: Approximately 1300 Square Feet

DXHIBIT C (continued)

BK U547PG826

Units 902 West Marymont Lane, 904 West Marymont Lane, 907 West Marymont Lane, 908 West Marymont Lane: The "Buchanan" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 902: Approximately 1300 Square Feet Unit 904: Approximately 1300 Square Feet Unit 907: Approximately 1300 Square Feet Unit 908: Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

The arrangement of individual dwelling apartments in Building 900 West Marymont Lane is as follows:

Second Floor Back	907	908
Second Floor Front	905	906
First Floor Back	903	904
First Floor Front	901	902

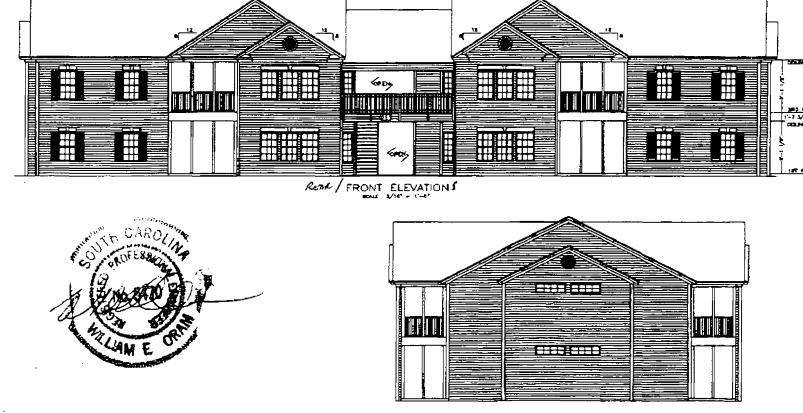
The front of the individual building faces towards West Marymont Lane as shown on the plat referenced herein in Exhibit "B".

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U547P68

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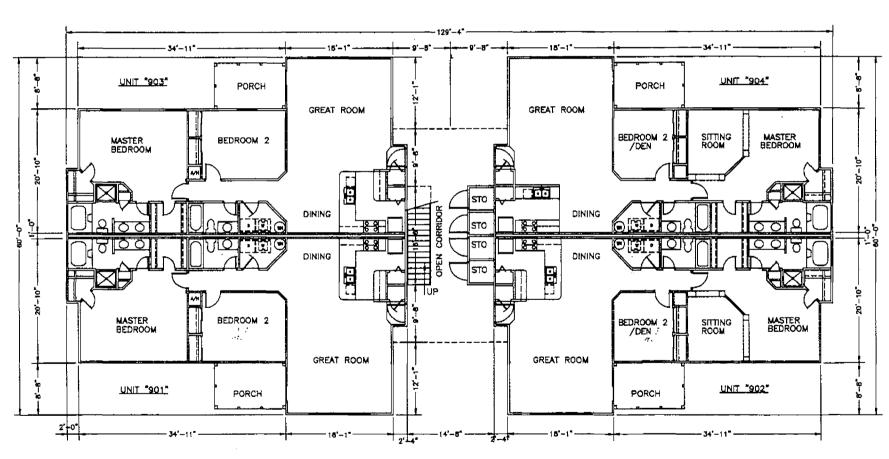
CXFIRI



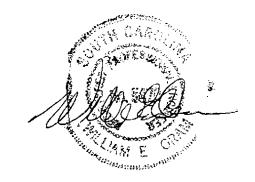
BOTH END ELEVATIONS

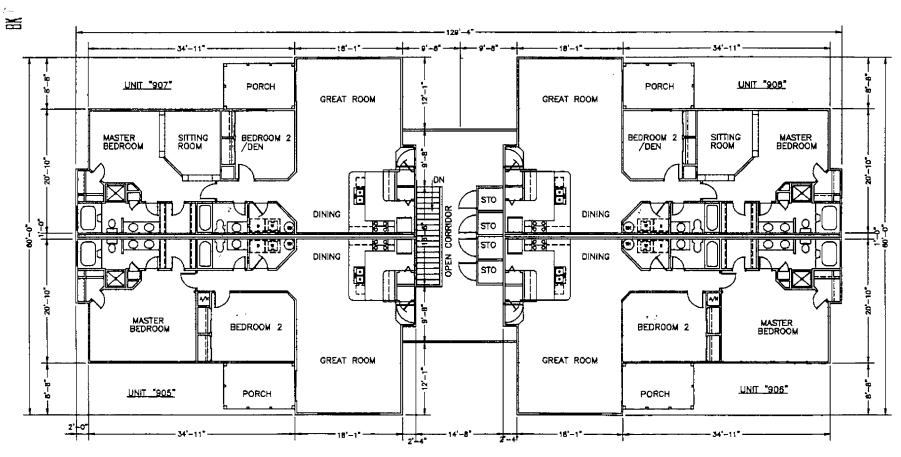
DIMENSIONS AND OPTIONS WAY VARY DUE TO OWNER SELECTIONS AND/OR FIELD CHANGES - FIELD VERIFY GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME





FIRST FLOOR PLAN
PHASE 12
900 WEST MARYMONT LANE





SECOND FLOOR PLAN
PHASE 12
900 WEST MARYMONT LANE

BK U547PG830

CERTIFICATION

STATE OF SOUTH CAROLINA)

ENGINEER'S CERTIFICATION

COUNTY OF CHARLESTON

I certify to the best of my knowledge, information and belief, that the following 3 pages (FLOOR PLANS and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase XII, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E. Registered Engineer State of South Carolina License # 5470

Date: 8//____, 2005

<u>Exhibit "D"</u>

Schedule of Assigned Values and Percentage Interests

		į.
<u>Unit #</u>	<u>Value</u>	Percentage Interest
		Per Act
1701 North Elgin Ct.	\$100,000	01.0416%
1702 North Elgin Ct.	100,000	01.0416%
1703 North Elgin Ct.	100,000	01.0416%
1704 North Elgin Ct.	100,000	01.0416%
1705 North Elgin Ct.	100,000	01.0416%
1706 North Elgin Ct.	100,000	01.0416%
1707 North Elgin Ct.	100,000	01.0416%
1708 North Elgin Ct.	100,000	01.0416%
101 —Pickering Lane	100,000	01.0416%
102 — Pickering Lane	100,000	01.0416%
103 — Pickering Lane	100,000	01.0416%
104 — Pickering Lane	100,000	01.0416%
105 — Pickering Lane	100,000	01.0416%
106 — Pickering Lane	100,000	01.0416%
107 — Pickering Lane	100,000	01.0416%
108 — Pickering Lane	100,000	01.0416%
201 — Pickering Lane	100,000	01.0416%
202 — Pickering Lane	100,000	01.0416%
203 — Pickering Lane	100,000	01.0416%
204 — Pickering Lane	100,000	01.0416%
205 — Pickering Lane	100,000	01.0416%
206 — Pickering Lane	100,000	01.0416%
207 — Pickering Lane	100,000	01.0416%
208 — Pickering Lane	100,000	01.0416%
301 — Pickering Lane	100,000	01.0416%
302 — Pickering Lane	100,000	01.0416%
303 — Pickering Lane	100,000	01.0416%
304 — Pickering Lane	100,000	01.0416%
305 — Pickering Lane	100,000	01.0416%
306 — Pickering Lane	100,000	01.0416%
307 — Pickering Lane	100,000	01.0416%
308 — Pickering Lane	100,000	01.0416%
401 — South Elgin Ct.	100,000	01.0417%
402 — South Elgin Ct.	100,000	01.0417%
403 — South Elgin Ct.	100,000	01.0417%

EXHIBIT D (CONTINUED)

404 — South Elgin Ct.	100,000	01.0417%
405 — South Elgin Ct.	100,000	01.0417%
406 — South Elgin Ct.	100,000	01.0417%
407 — South Elgin Ct.	100,000	01.0417%
408 — South Elgin Ct.	100,000	01.0417%
501 — South Elgin Ct.	100,000	01.0417%
502 — South Elgin Ct.	100,000	01.0417%
503 — South Elgin Ct.	100,000	01.0417%
504 — South Elgin Ct.	100,000	01.0417%
505 — South Elgin Ct.	100,000	01.0417%
506 — South Elgin Ct.	100,000	01.0417%
507 — South Elgin Ct.	100,000	01.0417%
508 — South Elgin Ct.	100,000	01.0417%
601 — South Elgin Ct.	100,000	01.0417%
602 — South Elgin Ct.	100,000	01.0417%
603 — South Elgin Ct.	100,000	01.0417%
604 — South Elgin Ct.	100,000	01.0417%
605 — South Elgin Ct.	100,000	01.0417%
606 — South Elgin Ct.	100,000	01.0417%
607 — South Elgin Ct.	100,000	01.0417%
608 — South Elgin Ct.	100,000	01.0417%
1601 – Whitby Lane	100,000	01.0417%
1602- Whitby Lane	100,000	01.0417%
1603– Whitby Lane	100,000	01.0417%
1604- Whitby Lane	100,000	01.0417%
1605- Whitby Lane	100,000	01.0417%
1606- Whitby Lane	100,000	01.0417%
1607- Whitby Lane	100,000	01.0417%
1608- Whitby Lane	100,000	01.0417%
1501- Whitby Lane	100,000	01.0417%
1502- Whitby Lane	100,000	01.0417%
1503- Whitby Lane	100,000	01.0417%
1504- Whitby Lane	100,000	01.0417%
1505- Whitby Lane	100,000	01.0417%
1506- Whitby Lane	100,000	01.0417%
1507- Whitby Lane	100,000	01.0417%
1508- Whitby Lane	100,000	01.0417%
701— East Marymont Lane	100,000	01.0417%
702— East Marymont Lane	100,000	01.0417%
703— East Marymont Lane	100,000	01.0417%
704— East Marymont Lane	100,000	01.0417%
705— East Marymont Lane	100,000	01.0417%
•		

EXITISIT D (Continued) BK U547PG833

706— East Marymont Lan	e 100,000	01.0417%
707— East Marymont Lan	e 100,000	01.0417%
708— East Marymont Lan	e 100,000	01.0417%
801— East Marymont Lan	e 100,000	01.0417%
802— East Marymont Lan	e 100,000	01.0417%
803- East Marymont Lan-	e 100,000	01.0417%
804— East Marymont Lan-	e 100,000	01.0417%
805— East Marymont Lan	e 100,000	01.0417%
806- East Marymont Lan	e 100,000	01.0417%
807— East Marymont Lan	e 100,000	01.0417%
808— East Marymont Lan	e 100,000	01.0417%
901— East Marymont Lan-	e 100,000	01.04175
902 — East Marymont Lar	ne 100,000	01.0417%
903 — East Marymont Lar	ne 100,000	01.0417%
904 — East Marymont Lar	ne 100,000	01.0417%
905 — East Marymont Lar	ne 100,000	01.0417%
906 — East Marymont Lar	ne 100,000	01.0417%
907 — East Marymont Lar	ne 100,000	01.0417%
908 — East Marymont Lar	ne 100,000	01.0417%
TOTALS	\$9,600,000	100.0000%

RECORDER'S PAGE

This page must remain with the Original Document



THE WOODDY LAW FIRM, LLC ATTORNEYS AT LAW 622 JOHNNIE DODDS BLVD. MOUNT PLEASANT SC 29464

U547PG834

anend (m 10)

Recording

Fee

State

Fee

County

Fee

Postage

26. W Total

FILED

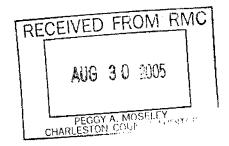
11547-814

2005 AUG - 3 AM 9: 15

CHARLIE LYBRAND REGISTER CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR

REP DATE



BKD # 553PG224

STATE OF SOUTH CAROLINA)	TWELFTH AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION $\frac{1}{2}$ S
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

ŗ

KNOW ALL MEN BY THESE PRESENTS, that this Twelfth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Twelfth Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase M (sometimes referred to as Phase XIII) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase L, as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase M.

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Twelfth Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase M are shown and described in the Exhibits to this Twelfth Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Twelfth Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B (reference being made to Plat Book E J Page 205 in the RMC Office for Charleston County for a more complete location and description) and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase L, their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase L within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

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BKD * 553PG227

In Witness Whereof, the Grantor has executed this Twelfth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this _______ day of September, 2005.

IN THE PRESENCE OF:	• • •
Ost Senths	
Jan	

SIGNED, SEALED AND DELIVERED

Grove Park Condominiums, LLC a South Carolina limited liability company

Alison M. Dailey, Authorized Member

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as Authorized Member of Grove Park at Grand Oaks Plantation, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Notary Public in and for SC

My Commission Expires: ///13//2

BKD 3 553PG228

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Twelfth Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Twelfth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 2005.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Alison M. Dailey, President

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this <u>I</u> day of September, 2005.

Notary Public in and for SC

My Commission Expires: ________

BKD # 553PG229

SEPTEMBER 6, 2005 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-14 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-14 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED AUGUST 5, AND RECORDED IN THE RMC OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK EJ, PAGE 205 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-14 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT \$50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT \$50-06-09W A DISTANCE OF 301.00' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-14 N39-53-51W A DISTANCE OF 297.65' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 177.10' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 88.89' TO A 5/8" REBAR; THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 93.28' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 78.39' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 155.41' TO A 5/8" REBAR AT THE INTERSECTION OF LOT 7A-14 AND LOT 7A-1, THENCE TURNING AND RUNNING ALONG LOT 7A-1, N50-06-09E A DISTANCE OF 251.77' TO A COMPUTED POINT, THENCE TURNING AND RUNNING ALONG SAID LOT S76-21-43E A DISTANCE OF 223.42' TO A 5/8" REBAR ON THE SOUTHERN RIGHT-OF-WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY IN A NORTHERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 141.60', A RADIUS OF 52.00', AND A CHORD OF N69-28-00E, 101.73'; THENCE TURNING AND RUNNING ALONG LOT 7A-1, N21-14-25E A DISTANCE OF 239.10' TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY S68-43-35E A DISTANCE OF 123.07' TO A 5/8" REBAR. THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALONG SAID

BXHBIT A (continued)

RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF S43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 16.503 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY P.O. BOX 30575 CHARLESTON, SOUTH CAROLINA 29417

IOHN M. DANGERFIELD, II, PE, RLS NO. 21620

JOHN No. 21620 SUNCERALINATION SUNCERALINATI

BAHIBIT A Continued)

BKD \$ 553PG 231

I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

10HN M. DANGERFIELD, II, PE, RLS



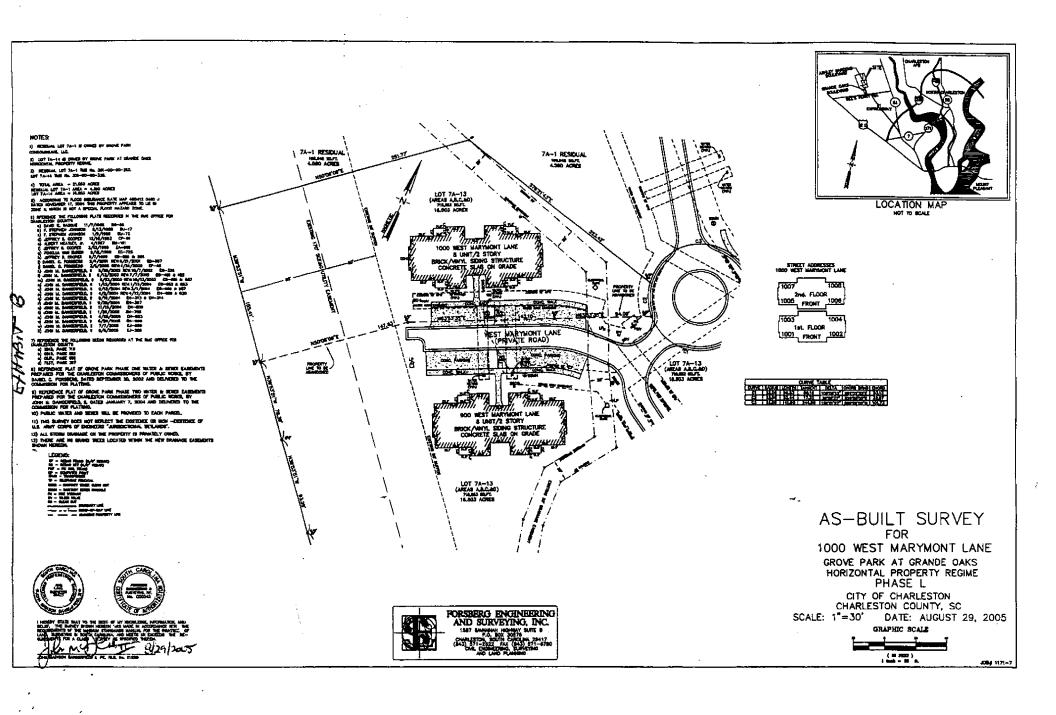


Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE XIII

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase XIII is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 1004 West Marymont Lane and 1005 West Marymont Lane: The "Ashford" plan
This unit is a two (2) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 1004: Approximately 1300 Square Feet Unit 1005: Approximately 1300 Square Feet

Units 1001 West Marymont Lane, 1002 West Marymont Lane, 1003 West Marymont Lane, 1006 West Marymont Lane, and 1007 West Marymont Lane: The "Buchanan" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and

EXHIBIT C Continued AND \$553PG234

is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 1001: Approximately 1300 Square Feet
Unit 1002: Approximately 1300 Square Feet
Unit 1003: Approximately 1300 Square Feet
Unit 1006: Approximately 1300 Square Feet
Unit 1007: Approximately 1300 Square Feet

Unit 1008 West Marymont Lane: The "Collingwood" plan

This unit is a three (3) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 1008: Approximately 1300 Square Feet

Specifications Common to All Apartments:

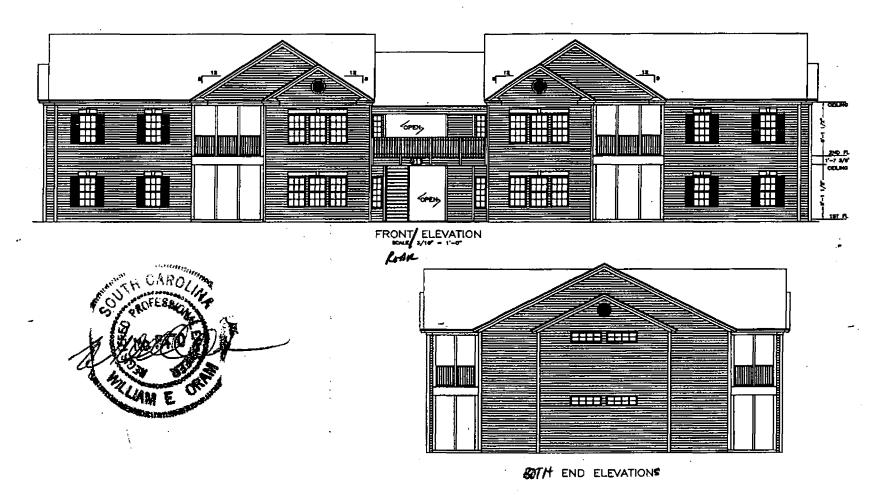
All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

The arrangement of individual dwelling apartments in Building 1000 West Marymont Lane is as follows:

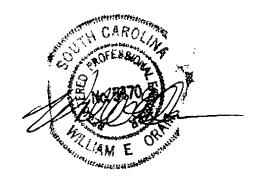
Second Floor Back	1007	1008
Second Floor Front	1005	1006
First Floor Back	1003	1004
First Floor Front	1001	1002

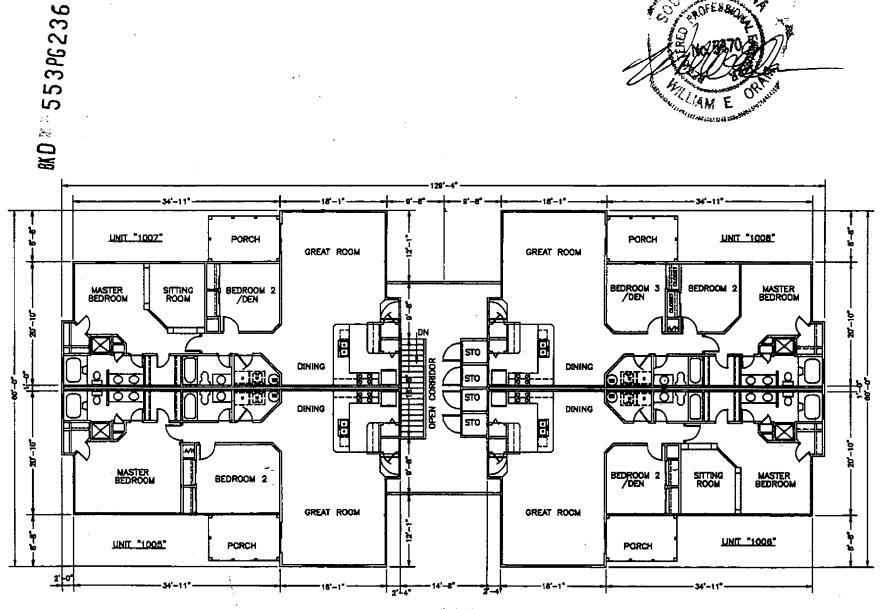
The front of the individual building faces towards West Marymont Lane as shown on the plat referenced herein in Exhibit "B".



DIMENSIONS AND OPTIONS MAY VARY DUE TO OWNER SELECTIONS AND/OR FIELD CHANGES - FIELD VERIFY

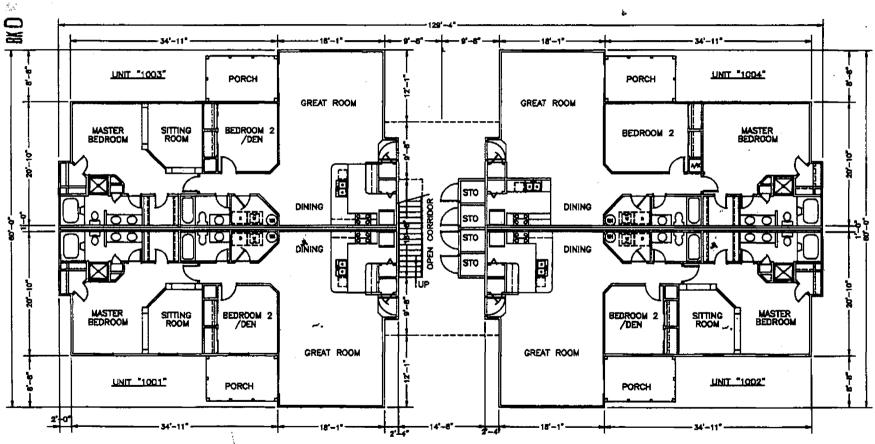
GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME





SECOND FLOOR PLAN PHASE 13 1000 WEST MARYMONT LANE





FIRST FLOOR PLAN
PHASE 13
1000 WEST MARYMONT LANE

AHHBIT @ (contraud)

BKD 553PG238

CERTIFICATION

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ENGINEER'S CERTIFICATION

I certify to the best of my knowledge, information and belief, that the following 3 pages (FLOOR PLANS and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase XIII, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E. Registered Engineer State of South Carolina License # 5470

Date: Am 30 , 2005

CARO

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

Unit#	<u>Value</u>	Percentage Interest Per Act
1701 North Elgin Ct.	\$100,000	0.9615%
1702 North Elgin Ct.	100,000	0.9615%
1703 North Elgin Ct.	100,000	0.9615%
1704 North Elgin Ct.	100,000	0.9615%
1705 North Elgin Ct.	100,000	0.9615%
1706 North Elgin Ct.	100,000	0.9615%
1707 North Elgin Ct.	100,000	0.9615%
1708 North Elgin Ct.	100,000	0.9615%
101 —Pickering Lane	100,000	0.9615%
102 — Pickering Lane	100,000	0.9615%
103 — Pickering Lane	100,000	0.9615%
104 — Pickering Lane	100,000	0.9615%
105 — Pickering Lane	100,000	0.9615%
106 — Pickering Lane	100,000	0.9615%
107 — Pickering Lane	100,000	0.9615%
108 — Pickering Lane	100,000	0.9615%
201 — Pickering Lane	100,000	0.9615%
202 — Pickering Lane	100,000	0.9615%
203 — Pickering Lane	100,000	0.9615%
204 — Pickering Lane	100,000	0.9615%
205 — Pickering Lane	100,000	0.9615%
206 — Pickering Lane	100,000	0.9615%
207 — Pickering Lane	100,000	0.9615%
208 — Pickering Lane	100,000	0.9615%
301 — Pickering Lane	100,000	0.9615%
302 — Pickering Lane	. 100,000	0.9615%
303 — Pickering Lane	100,000	0.9615%
304 — Pickering Lane	100,000	0.9615%
305 — Pickering Lane	100,000	0.9615%
306 Pickering Lane	100,000	0.9615%
307 — Pickering Lane	100,000	0.9615%
308 — Pickering Lane	100,000	0.9615%
401 — South Elgin Ct.	100,000	0.9615%
402 — South Elgin Ct.	100,000	0.9615%
403 — South Elgin Ct.	100,000	0.9615%

EXHIBIT D (CONTINUED)

404 — South Elgin Ct.	100,000	0.9615%
405 — South Elgin Ct.	100,000	0.9615%
406 — South Elgin Ct.	100,000	0.9615%
407 — South Elgin Ct.	100,000	0.9615%
408 — South Elgin Ct.	100,000	0.9615%
501 — South Elgin Ct.	100,000	0.9615%
502 — South Elgin Ct.	100,000	0.9615%
503 — South Elgin Ct.	100,000	0.9615%
504 — South Elgin Ct.	100,000	0.9615%
505 — South Elgin Ct.	100,000	0.9615%
506 — South Elgin Ct.	100,000	0.9615%
507 — South Elgin Ct.	100,000	0.9615%
508 — South Elgin Ct.	100,000	0.9615%
601 — South Elgin Ct.	100,000	0.9615%
602 — South Elgin Ct.	100,000	0.9615%
603 — South Elgin Ct.	100,000	0.9615%
604 — South Elgin Ct.	100,000	0.9615%
605 — South Elgin Ct.	100,000	0.9615%
606 — South Elgin Ct.	100,000	0.9615%
607 — South Elgin Ct.	100,000	0.9615%
608 — South Elgin Ct.	100,000	0.9615%
1601- Whitby Lane	100,000	0.9615%
1602- Whitby Lane	100,000	0.9615%
1603- Whitby Lane	100,000	0.9615%
1604- Whitby Lane	100,000	0.9615%
1605- Whitby Lane	100,000	0.9615%
1606- Whitby Lane	100,000	0.9615%
1607- Whitby Lane	100,000	0.9615%
1608 Whitby Lane	100,000	0.9615%
1501- Whitby Lane	100,000	0.9616%
1502- Whitby Lane	100,000	0.9616%
1503- Whitby Lane	100,000	0.9616%
1504- Whitby Lane	100,000	0.9616%
1505- Whitby Lane	100,000	0.9616%
1506 Whitby Lane	100,000	0.9616%
1507- Whitby Lane	100,000	0.9616%
1508- Whitby Lane	100,000	0.9616%
701—East Marymont Lane	100,000	0.9616%
702—East Marymont Lane	100,000	0.9616%
703— East Marymont Lane	100,000	0.9616%
704— East Marymont Lane	100,000	0.9616%
705— East Marymont Lane	100,000	0.9616%

MD #2553PG241

706— East Marymont Lane	100,000	0.9616%
707—East Marymont Lane	100,000	0.9616%
708— East Marymont Lane	100,000	0.9616%
801—East Marymont Lane	100,000	0.9616%
802—East Marymont Lane	100,000	0.9616%
803— East Marymont Lane	100,000	0.9616%
804—East Marymont Lane	100,000	0.9616%
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806 - East Marymont Lane	100,000	0.9616%
807—East Marymont Lane	100,000	0.9616%
808— East Marymont Lane	100,000	0.9616%
901—East Marymont Lane	100,000	0.9616%
902 — East Marymont Lane	100,000	0.9616%
903 — East Marymont Lane	100,000	0.9616%
904 — East Marymont Lane	100,000	0.9616%
905 — East Marymont Lane	100,000	0.9616%
906 — East Marymont Lane	100,000	0.9616%
907 — East Marymont Lane	100,000	0.9616%
908 — East Marymont Lane	100,000	0.9616%
1001- West Marymont Lane	100,000	0.9616%
1002- West Marymont Lane	100,000	0.9616%
1003- West Marymont Lane	100,000	0.9616%
1004- West Marymont Lane	100,000	0.9616%
1005- West Marymont Lane	100,000	0.9616%
1006- West Marymont Lane	100,000	0.9616%
1007- West Marymont Lane	100,000	0.9616%
1008- West Marymont Lane	100,000	0.9616%
TOTALS	\$10,400,000	100.0000%

MD# 553P6242

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



FILED

September 9, 2005 4:35:13 PM

Charlie Lybrand, Register Charleston County, SC

Filed By:

Wooddy Law Firm, LLC

Attorneys at Law

622 Johnnie Dodds Blvd.

Mt. Pleasant

SC 29464

DESCRIPTION / Mas/Con
Recording Fee \$ 24.00

State Fee 24.00

County Fee

Postage

TOTAL \$ 24.00

\$ Amount (in thousands):

DRAWER:

С

AUDITOR STAMP HERE
RECEIVED FROM RIVIC

OCT 1 7 2005

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP

DATE

DO NOT STAMP BELOW THIS LINE

STATE OF SOUTH CAROLINA	.)	THIRTEENTH AMENDMENT
)	TO THE MASTER DEED OF
•)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Thirteenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Thirteenth Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase M (sometimes referred to as Phase XIV) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase M, as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase M.

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Thirteenth Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase M are shown and described in the Exhibits to this Thirteenth Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Thirteenth Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B (reference being made to Plat Book FJ Page 378 in the RMC Office for Charleston County for a more complete location and description) and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase M, their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase M within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

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M 0 558PG813

In Witness Whereof, the Grantor has executed this Thirteenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this Ardiday of October, 2005.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Grove Park Condominiums, LLC a South Carolina limited liability company

Alison M. Dailey, Authorized Member

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as Authorized Member of Grove Park at Grand Oaks Plantation, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this Athan day of October, 2005.

Notary Public in and for SC

My Commission Expires: __

BK TO 558PG814

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Thirteenth Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

SIGNED, SEALED AND DELIVERED GROVE PARK AT GRAND OAKS PLANTATION IN THE PRESENCE OF: PROPERTY OWNERS ASSOCIATION, INC.

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this /9/ day of October, 2005.

Notary Public in and for SC

My Commission Expires: _///3/

KYHIBIT A

OCTOBER 17, 2005 LEGAL DESCRIPTION

BK # 0 558PG815

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-15 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-15 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED SEPTEMBER 19, 2005, REVISED OCTOBER 9, 2005, AND RECORDED IN THE RMC OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK EJ, PAGE 278 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-15 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT \$50-06-09W A DISTANCE OF 301.00' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-15 N39-53-51W A DISTANCE OF 297.65' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 177.10' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 88.89' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 93.28' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 78.39' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 155.41' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 60.93' TO A 5/8" REBAR AT THE INTERSECTION OF LOT 7A-15 AND LOT 7A-1, THENCE TURNING AND RUNNING ALONG LOT 7A-1 N50-06-09E A DISTANCE OF 314.39' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT N14-36-51E A DISTANCE OF 100.03' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT S75-23-09E A DISTANCE OF 84.91' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 69.51; A RADIUS OF 98.18', AND A CHORD OF S55-06-16E, 68.07' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S34-49-23E A DISTANCE OF 144.05' TO A 5/8" REBAR ON THE NORTHERN RIGHT-OF-WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 66.45', A RADIUS OF 52.00', AND A CHORD OF S69-07-52E, 62.02', THENCE TURNING AND RUNNING ALONG LOT 7A-1, N21-14-25E A DISTANCE OF 239.10' TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING

BK TO 558PG816

ALONG SAID RIGHT-OF-WAY S68-43-35E A DISTANCE OF 123.07' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF S43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 17.760 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY P.O. BOX 30575 CHARLESTON, SOUTH CAROLINA 29417

Mm 01/1/2005

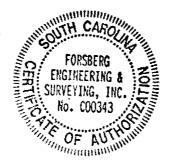
OHN M. DANGERFIELD, II, PE, RLS NO. 21620

WHIBIT A (Continued)

BK * 0 558PG817

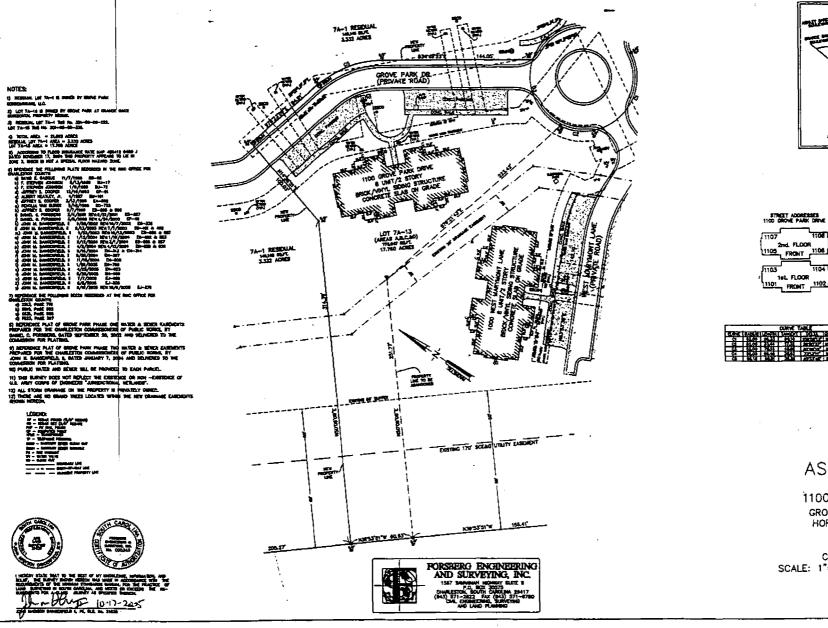
I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

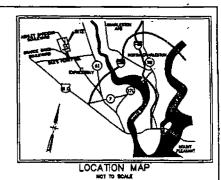
10/17/2005 19HN M. DANGERFIELD, II, PE, RLS











FRONT 1108 1st FLOOR

S ∞ 25 ∞ α

AS-BUILT SURVEY FOR

1100 GROVE PARK DRIVE

GROVE PARK AT GRANDE OAKS HORIZONTAL PROPERTY REGIME PHASE M

CITY OF CHARLESTON CHARLESTON COUNTY, SC

SCALE: 1"=30' DATE: OCTOBER 17, 2005



JOB# 1171-7

Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE XIV

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase XIV is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 1103 Grove Park Drive and 1105 Grove Park Drive: The "Ashford" plan

This unit is a two (2) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS: .

مررين بينج

Two Bedroom Unit:

Unit 1103: Approximately 1300 Square Feet Unit 1105: Approximately 1300 Square Feet

Units 1101 Grove Park Drive, 1102 Grove Park Drive, 1104 Grove Park Drive, 1106 Grove Park Drive, and 1107 Grove Park Drive: The "Buchanan" plan.

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and

BYHIBIT & continued

is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroon	ı Unit:	BK₹N	5500000
Unit 1101:	Approximately 1300 Square Feet	,	558PG820
Unit 1102:	Approximately 1300 Square Feet		•
Unit 1104:	Approximately 1300 Square Feet		
Unit 1106:	Approximately 1300 Square Feet	,	
Unit 1107:	Approximately 1300 Square Feet		

Unit 1108 Grove Park Drive: The "Collingwood" plan

This unit is a three (3) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 1108: Approximately 1300 Square Feet

Specifications Common to All Apartments:

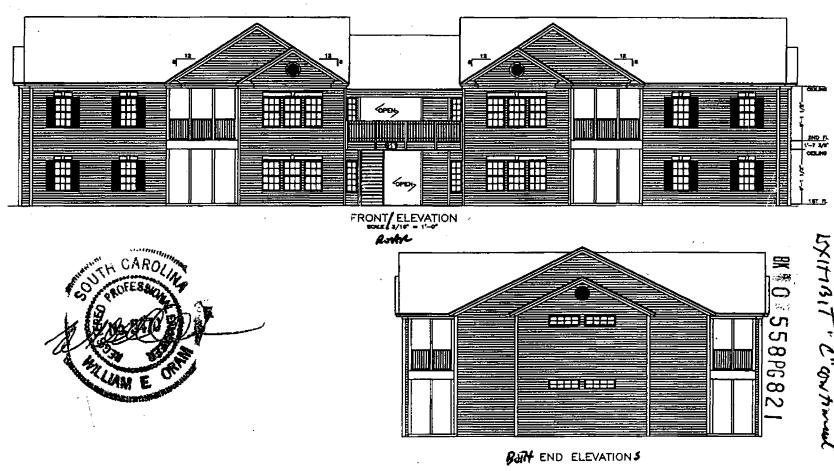
All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

The arrangement of individual dwelling apartments in Building 1100 Grove Park Drive is as follows:

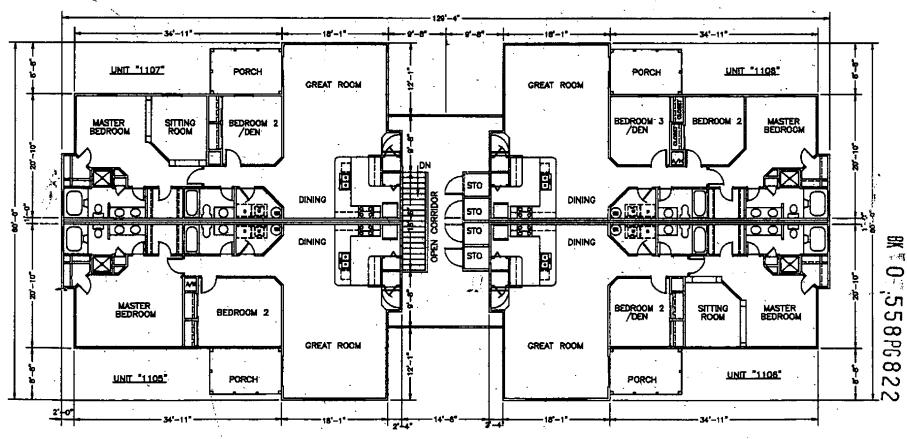
Second Floor Back	1107	1108
Second Floor Front	1105	1106
First Floor Back	1103	1104
First Floor Front	1101	1102

The front of the individual building faces towards Grove Park Drive as shown on the plat referenced herein in Exhibit "B".



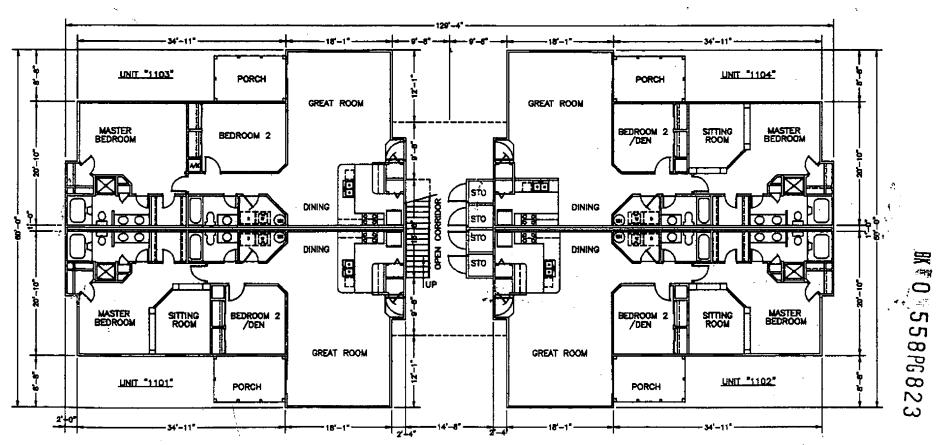
DIMENSIONS AND OPTIONS MAY VARY-DUE TO OWNER SELECTIONS AND/OR FIELD CHANGES - FIELD VERIFY GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME





SECOND FLOOR PLAN PHASE 14 1100 GROVE PARK DRIVE





FIRST FLOOR PLAN
PHASE 14
1100 GROVE PARK DRIVE

WKITIBIT C"

₩ 0- 558PG824

CERTIFICATION

STATE OF SOUTH CAROLINA)

ENGINEER'S CERTIFICATION

COUNTY OF CHARLESTON

I certify to the best of my knowledge, information and belief, that the following 3 pages (FLOOR PLANS and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase XIV, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

> William E. Oram, P.E. Registered Engineer State of South Carolina

License # 5470

Date: Oct 14 , 2005

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

<u>Unit #</u>	· <u>Value</u>	Percentage Interest Per Act
1701 North Elgin Ct.	\$100,000	0.8929%
1702 North Elgin Ct.	100,000	0.8929%
1703 North Elgin Ct.	100,000	0.8929%
1704 North Elgin Ct.	100,000	0.8929%
1705 North Elgin Ct.	100,000	0.8929%
1706 North Elgin Ct.	100,000	0.8929%
1707 North Elgin Ct.	100,000	0.8929%
1,708 North Elgin Ct.	100,000	0.8929%
101 —Pickering Lane	100,000	0.8929%
102 — Pickering Lane	100,000	0.8929%
103 — Pickering Lane	100,000	0.8929%
104 — Pickering Lane	100,000	0.8929%
105 — Pickering Lane	100,000	0.8929%
106 — Pickering Lane	100,000	0.8929%
107 — Pickering Lane	100,000	0.8929%
108 — Pickering Lane	100,000	0.8929%
201 — Pickering Lane	100,000	0.8929%
202 — Pickering Lane	100,000	0.8929%
203 — Pickering Lane	100,000	0.8929%
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205 — Pickering Lane	100,000	0.8929%
206 — Pickering Lane	100,000	0.8929%
207 — Pickering Lane	100,000	0.8929%
208 — Pickering Lane	100,000	0.8929%
301 — Pickering Lane	100,000	0.8929%
302 — Pickering Lane	100,000	0.8929%
303 — Pickering Lane	100,000	0.8929%
304 — Pickering Lane	100,000	0.8929%
305 — Pickering Lane	100,000	0.8929%
306 — Pickering Lane	100,000	0.8929%
307 — Pickering Lane	100,000	0.8929%
308 — Pickering Lane	100,000	0.8929%
401 — South Elgin Ct.	100,000	0.8929%
402 — South Elgin Ct.	100,000	0.8929%
403 — South Elgin Ct.	100,000	0.8929%

EXHIBIT D (CONTINUED)

404 — South Elgin Ct.	100,000	0.8929%
405 — South Elgin Ct.	100,000	0.8929%
406 — South Elgin Ct.	100,000	0.8929%
407 — South Elgin Ct.	100,000	0.8929%
408 — South Elgin Ct.	100,000	0.8929%
501 — South Elgin Ct.	100,000	0.8929%
502 — South Elgin Ct.	100,000	0.8929%
503 — South Elgin Ct.	100,000	0.8929%
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506 — South Elgin Ct.	100,000	0.8929%
507 — South Elgin Ct.	100,000	0.8929%
508 — South Elgin Ct.	100,000	0.8929%
601 — South Elgin Ct.	100,000	0.8929%
602 — South Elgin Ct.	100,000	0.8929%
603 — South Elgin Ct.	100,000	0.8929%
604 — South Elgin Ct.	100,000	0.8929%
605 — South Elgin Ct.	100,000	0.8929%
606 — South Elgin Ct.	100,000	0.8929%
607 — South Elgin Ct.	100,000	0.8929%
608 — South Elgin Ct.	100,000	0.8929%
1601- Whitby Lane	100,000	0.8929%
1602- Whitby Lane	100,000	0.8929%
1603– Whitby Lane	100,000	0.8929%
1604— Whitby Lane	100,000	0.8929%
1605- Whitby Lane	100,000	0.8929%
1606 Whitby Lane	100,000	0.8929%
1607- Whitby Lane	100,000	0.8929%
1608- Whitby Lane	100,000	0.8929%
1501- Whitby Lane	100,000	0.8928%
1502- Whitby Lane	100,000	0.8928%
1503- Whitby Lane	100,000	0.8928%
1504- Whitby Lane	100,000	0.8928%
1505- Whitby Lane	100,000	0.8928%
1506 Whitby Lane	100,000	0.8928%
1507- Whitby Lane	100,000	0.8928%
1508- Whitby Lane	100,000	0.8928%
701— East Marymont Lane	100,000	0.8928%
702—East Marymont Lane	100,000	0.8928%
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706— East Marymont Lane	100,000	0.8928%
707— East Marymont Lane	100,000	0.8928%
708— East Marymont Lane	100,000	0.8928%
801— East Marymont Lane	100,000	0.8928%
802— East Marymont Lane	100,000	0.8928%
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807— East Marymont Lane	100,000	0.8928%
808— East Marymont Lane	100,000	0.8928%
901—East Marymont Lane	100,000	0.8928%
902 — East Marymont Lane	100,000	0.8928%
903 — East Marymont Lane	100,000	0.8928%
904 — East Marymont Lane	100,000	0.8928%
905 — East Marymont Lane	100,000	0.8928%
906 — East Marymont Lane	100,000	0.8928%
907 — East Marymont Lane	100,000	0.8928%
908 — East Marymont Lane	100,000	0.8928%
1001- West Marymont Lane	100,000	0.8928%
1002- West Marymont Lane	100,000	0.8928%
1003- West Marymont Lane	100,000	0.8928%
1004- West Marymont Lane	100,000	0.8928%
1005- West Marymont Lane	100,000	0.8928%
1006- West Marymont Lane	100,000	0.8928%
1007- West Marymont Lane	100,000	0.8928%
1008- West Marymont Lane	100,000	0.8928%
1101- Grove Park Drive	100,000	0.8928%
1102- Grove Park Drive	100,000	0.8928%
1103- Grove Park Drive	100,000	0.8928%
1104- Grove Park Drive	100,000	0.8928%
1105- Grove Park Drive	100,000	0.8928%
1106- Grove Park Drive	100,000	0.8928%
1107- Grove Park Drive	100,000	0.8928%
1108- Grove Park Drive	100,000	0.8928%
TOTAL C	¢11 200 000	100 0000%

TOTALS

\$11,200,000

100.0000%

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RECORDER'S PAGE

NOTE: This page MUST remain with the original document



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October 19, 2005 9:25:43 AM

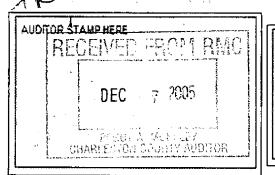
Charlie Lybrand, Register Charleston County, SC

F	iled	By:
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Wooddy Law Firm, LLC Attorneys at Law 622 Johnnie Dodds Blvd.

Mt. Pleasant

SC 29464



PID \	/ERIFIED BY ASSESSOR
REP	Perc
DATE	12-06-05

	AMOUN	
DESCRIPTIONAmend	Γ	Mas/Con
Recording Fee	\$	24.00
State Fee	\$	-
County Fee	\$	
Postage		

TOTAL	\$ 24.00

\$ Amount (in thousands):	
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STATE OF SOUTH CAROLINA)	FOURTEENTH AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Fourteenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Thirteenth Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase N (sometimes referred to as Phase XV) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

TMS#301-00-00-252

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase N, as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase N.

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Fourteenth Amendment.

ARTICLE III

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- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase N are shown and described in the Exhibits to this Thirteenth Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Fourteenth Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B (reference being made to Plat Book EJ Page 364 in the RMC Office for Charleston County for a more complete location and description) and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase N, their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase M within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

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AND THE PROPERTY OF THE PROPER

Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 11 day of December, 2005.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Alison M. Dailey, Authorized Member

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as Authorized Member of Grove Park at Grand Oaks Plantation, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this $\frac{19^{10}}{100}$ day of December, 2005.

Notary Public in and for SC My Commission Expires: _

In Witness Whereof, the Grantor has executed this Fourteenth Amendment to the

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Fourteenth Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Fourteenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 197 day of December, 2005.

SIGNED, SEALED AND DELIVERED GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Alison M. Dailey, President

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 19 day of December, 2005...

Notary Public in and for SC

My Commission Expires:

BK*0 566PG359

DECEMBER 12, 2005 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-16 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-16 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED NOVEMBER 7, 2005, REVISED NOVEMBER 14, 2005, AND RECORDED IN THE RMC OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK EJ, PAGE 364 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-16 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B \$50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT \$50-06-09W A DISTANCE OF 301.00' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-16 N39-53-51W A DISTANCE OF 297.65' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 177.10' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 88.89' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 93.28' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 78.39' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 155.41' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 60.93' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 205.27' TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY N50-33-22E A DISTANCE OF 291.85' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 106.89', A RADIUS OF 340.85', AND A CHORD OF N89-52-55E, 248.27' TO A 5/8" REBAR AT THE INTERSECTION OF LOT 7A-16 AND LOT 7A-1, THENCE TURNING AND RUNNING ALONG LOT 7A-1 S39-26-38E A DISTANCE OF 127.43' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT S75-23-09E A DISTANCE OF 84.91' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG SAID LOT AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 69.51; A RADIUS OF 98.18', AND A CHORD OF \$55-06-16E, 68.07' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S34-49-23E A DISTANCE OF 144.05' TO A 5/8" REBAR ON THE NORTHERN RIGHT-OF-WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT-

BK : 0 566PG360 EXITIBIT A (continued)

OF-WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 66.45', A RADIUS OF 52.00', AND A CHORD OF S69-07-52E, 62.02', TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-1, N21-14-25E A DISTANCE OF 239.10' TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY S68-43-35E A DISTANCE OF 123.07' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF S43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 19.546 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY P.O. BOX 30575 CHARLESTON, SOUTH CAROLINA 29417

JOHN M. DANGERFIELD, II, PE, RLS NO. 21620



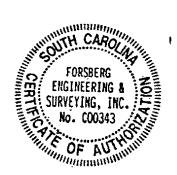


EXHIBIT A (Continued)

BK * 0 566PG361

I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

JOHN M. DANGERFIELD, II, PE, RLS





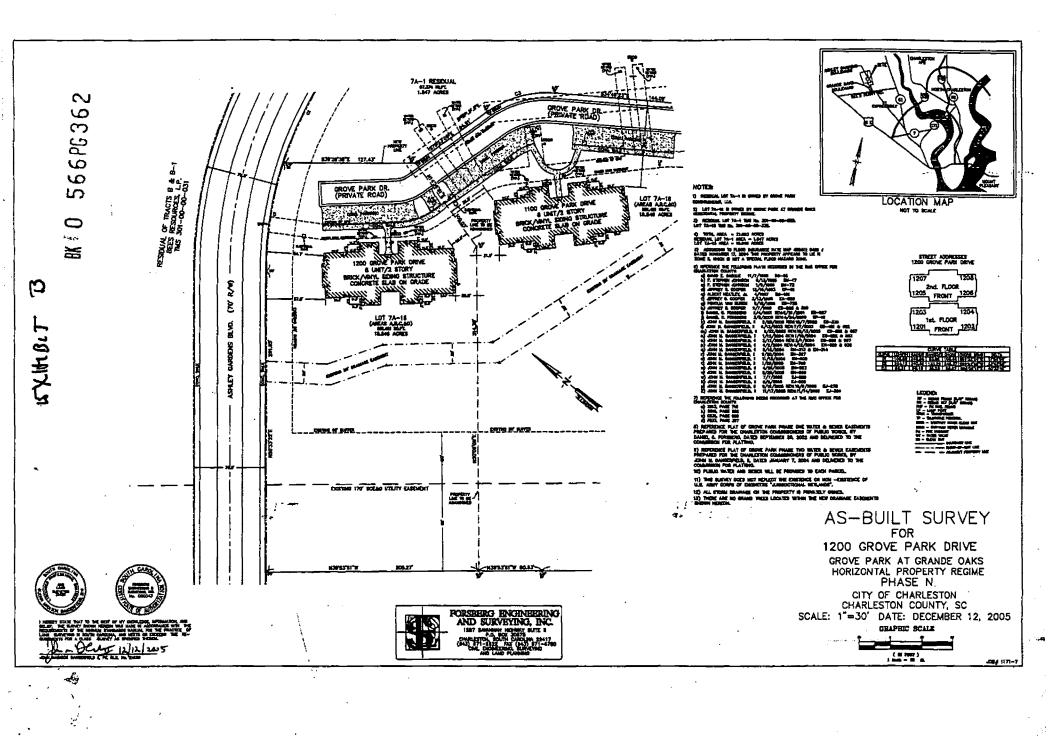


Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE XV

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase XV is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 1205 Grove Park Drive and 1206 Grove Park Drive: The "Ashford" plan

This unit is a two (2) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 1205: Approximately 1300 Square Feet

Unit 1206: Approximately 1300 Square Feet

Units 1201 Grove Park Drive, 1202 Grove Park Drive, 1203 Grove Park Drive, 1207 Grove Park Drive, and 1208 Grove Park Drive: The "Buchanan" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and

BKHTBIT C (continued)

is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:
Unit 1201: Approximately 1300 Square Feet
Unit 1202: Approximately 1300 Square Feet
Unit 1203: Approximately 1300 Square Feet
Unit 1207: Approximately 1300 Square Feet
Unit 1208: Approximately 1300 Square Feet

Unit 1204 Grove Park Drive: The "Collingwood" plan

This unit is a three (3) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 1204: Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

The arrangement of individual dwelling apartments in Building 1200 Grove Park Drive is as follows:

Second Floor Back	1207	1208
Second Floor Front	1205	1206
First Floor Back	1203	1204
First Floor Front	1201	1202

The front of the individual building faces towards Grove Park Drive as shown on the plat referenced herein in Exhibit "B".

6746Bit C (continued)

BK * 0 566PG365

CERTIFICATION

STATE OF SOUTH CAROLINA)

ENGINEER'S CERTIFICATION

COUNTY OF CHARLESTON

I certify to the best of my knowledge, information and belief, that the following 3 pages (FLOOR PLANS and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase XV, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E. Registered Engineer State of South Carolina License # 5470

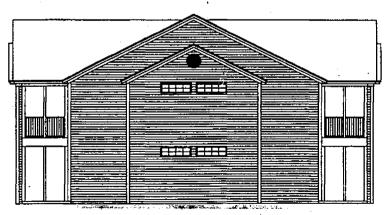
Date: 12/5 , 200

FIRST FLOOR PLAN
PHASE 15
1200 GROVE PARK DRIVE

56696368

₩





BOTH END ELEVATIONS

DIMENSIONS AND OPTIONS MAY VARY DUE TO OWNER SELECTIONS AND/OR FIELD CHANGES - FIELD VERIFY

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

<u>Unit #</u>	<u>Value</u>	Percentage Interest
	•	Per Act
1701 North Elgin Ct.	\$100,000	0.8333%
1702 North Elgin Ct.	100,000	0.8333%
1703 North Elgin Ct.	100,000	0.8333%
1704 North Elgin Ct.	100,000	0.8333%
1705 North Elgin Ct.	100,000	0.8333%
1706 North Elgin Ct.	100,000	0.8333%
1707 North Elgin Ct.	100,000	0.8333%
1708 North Elgin Ct.	100,000	0.8333%
101 —Pickering Lane	100,000	0.8333%
102 — Pickering Lane 👯	100,000	0.8333%
103 — Pickering Lane 🚶	100,000	0.8333%
104 — Pickering Lane	100,000	0.8333%
105 — Pickering Lane	100,000	0.8333%
106 — Pickering Lane	100,000	0.8333%
107 — Pickering Lane	100,000	0.8333%
108 — Pickering Lane	100,000	0.8333%
201 — Pickering Lane	100,000	0.8333%
202 — Pickering Lane	100,000	0.8333%
203 — Pickering Lane	100,000	0.8333%
204 — Pickering Lane	100,000	0.8333%
205 — Pickering Lane	100,000	0.8333%
206 — Pickering Lane	100,000	0.8333%
207 — Pickering Lane	100,000	0.8333%
208 — Pickering Lane	100,000	0.8333%
301 — Pickering Lane	100,000	0.8333%
302 — Pickering Lane	100,000	0.8333%
303 — Pickering Lane	100,000	0.8333%
304 — Pickering Lane	100,000	0.8333%
305 — Pickering Lane	100,000	0.8333%
306 — Pickering Lane	100,000	0.8333%
307 — Pickering Lane	100,000.	0.8333%
308 — Pickering Lane	100,000	0.8333%
401 — South Elgin Ct.	100,000	0.8333%
402 — South Elgin Ct.	100,000	0.8333%
403 — South Elgin Ct.	100,000	0.8333%

EXHIBIT D (CONTINUED)

404 — South Elgin Ct.	100,000	0.8333%
405 — South Elgin Ct. 🐮	100,000	0.8333%
406 — South Elgin Ct.	100,000	0.8333%
407 — South Elgin Ct.	100,000	0.8333%
408 — South Elgin Ct.	100,000	0.8333%
501 — South Elgin Ct.	100,000	0.8333%
502 — South Elgin Ct.	100,000	0.8333%
503 — South Elgin Ct.	100,000	0.8333%
504 — South Elgin Ct.	100,000	0.8333%
505 — South Elgin Ct.	100,000	0.8333%
506 — South Elgin Ct.	100,000	0.8333%
507 — South Elgin Ct.	100,000	0.8333%
508 — South Elgin Ct.	100,000	0.8333%
601 — South Elgin Ct.	100,000	0.8333%
602 — South Elgin Ct.	100,000	0.8333%
603 — South Elgin Ct.	100,000	0.8333%
604 — South Elgin Ct.	100,000	0.8333%
605 — South Elgin Ct.	100,000	0.8333%
606 — South Elgin Ct.	100,000	0.8333%
607 — South Elgin Ct.	100,000	0.8333%
608 — South Elgin Ct.	100,000	0.8333%
1601- Whitby Lane	100,000	0.8333%
1602- Whitby Lane	100,000	0.8333%
1603- Whitby Lane	100,000	Ò.8333%
1604– Whitby Lane	100,000	0.8333%
1605– Whitby Lane	100,000	0.8333%
1606- Whitby Lane	100,000	0.8333%
1607- Whitby Lane	100,000	0.8333%
1608- Whitby Lane	100,000	0.8333%
1501- Whitby Lane	100,000	0.8333%
1502- Whitby Lane	100,000	0.8333%
1503- Whitby Lane	100,000	0.8333%
1504- Whitby Lane	100,000	0.8333%
1505- Whitby Lane	100,000	0.8333%
1506- Whitby Lane	100,000	0.8333%
1507- Whitby Lane	100,000	0.8333%
1508- Whitby Lane	100,000	0.8333%
701— East Marymont Lane	100,000	0.8333%
702—East Marymont Lane	100,000	0.8333%
703— East Marymont Lane	100,000	0.8333%
704—East Marymont Lane	100,000	0.8333%
705— East Marymont Lane	100,000	0.8333%

EXITISIT D (continued)

RK	2	N	5	6	6	P	G	3	7	I
nu	4-	u	J	U	v	1	u	v	•	ι

706— East Marymont Lane	100,000	0.8333%
707— East Marymont Lane	100,000	0.8333%
708— East Marymont Lane	100,000	0.8333%
801— East Marymont Lane	100,000	0.8334%
802—East Marymont Lane	100,000	0.8334%
803— East Marymont Lane	100,000	0.8334%
804—East Marymont Lane	100,000	0.8334%
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806— East Marymont Lane	100,000	0.8334%
807—East Marymont Lane	100,000	0.8334%
808—East Marymont Lane	100,000	0.8334%
901—East Marymont Lane	100,000	0.8334%
902 — East Marymont Lane	100,000	0.8334%
903 — East Marymont Lane	100,000	0.8334%
904 — East Marymont Lane	100,000	0.8334%
905 — East Marymont Lane	100,000	0.8334%
906 — East Marymont Lane	100,000	0.8334%
907 — East Marymont Lane	100,000	0.8334%
908 — East Marymont Lane	100,000	0.8334%
1001- West Marymont Lane	100,000	0.8334%
1002- West Marymont Lane	100,000	0.8334%
1003- West Marymont Lane	100,000	0.8334%
1004- West Marymont Lane	100,000	0.8334%
1005- West Marymont Lane	100,000	0.8334%
1006- West Marymont Lane	100,000	0.8334%
1007- West Marymont Lane	100,000	0.8334%
1008- West Marymont Lane	100,000	0.8334%
1101-Grove Park Drive	100,000	0.8334%
1102- Grove Park Drive	100,000	0.8334%
1103- Grove Park Drive	100,000	0.8334%
1104- Grove Park Drive	100,000	0.8334%
1105- Grove Park Drive	100,000	0.8334%
1106-Grove Park Drive:	100,000	0.8334%
1107- Grove Park Drive	100,000	0.8334%
1108- Grove Park Drive	100,000	0.8334%
1201- Grove Park Drive	100,000	0.8334%
1202- Grove Park Drive	100,000	0.8334%
1203 – Grove Park Drive	100,000	0.8334%
1204— Grove Park Drive	100,000	0.8334%
1205 - Grove Park Drive	100,000	0.8334%
1206- Grove Park Drive	100,000	0.8334%
1207- Grove Park Drive	100,000	0.8334%
1208- Grove Park Drive	100,000	0.8334%
TOTALS	\$12,000,000	100.0000%

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



FILED

December 19, 2005 5:00: PM

BK 0 7 5 6 6 PG 3 5 4 Charlie Lybrand, Register

Filed By: Charleston County, SC Wooddy Law Firm, LLC Attorneys at Law **AMOUNT DESCRIPTION** 622 Johnnie Dodds Blvd. Amend Mt. Pleasant Recording Fee SC 29464 24.00 State Fee \$ County Fee \$ AUDITOR STAMP HERE Postage CHARLESTON COUNTY AUDITOR PID VERIFIED BY ASSESSOR **TOTAL** 24.00 teB -8 5000 \$ Amount (in thousands): DRAWER: SECEINED LEON BING C - slw

DO NOT STAMP BELOW THIS LINE

BX R 575PG539

STATE OF SOUTH CAROLINA)	FIFTEENTH AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Fifteenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Fifteenth Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase O (sometimes referred to as Phase XVI) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase O, as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase O.

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Fifteenth Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase O are shown and described in the Exhibits to this Fifteenth Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Fifteenth Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B (reference being made to Plat Book EJ Page 547 in the RMC Office for Charleston County for a more complete location and description) and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase O, their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase O within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

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In Witness Whereof, the Grantor has executed this Fifteenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this <u>In</u>day of March, 2006.

IN THE PRESENCE OF:

SIGNED, SEALED AND DELIVERED

Grove Park Condominiums, LLC a South Carolina limited liability company

lison M. Dailey, Authorized Member

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as Authorized Member of Grove Park at Grand Oaks Plantation, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this _9th day of March, 2006.

Notary Public in and for SC

My Commission Expires: 11/13/12

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Fifteenth Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Fifteenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this <u>97</u> day of March, 2006.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Alison M. Dailey, President

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this _9/\(\mu\) day of March, 2006.

Notary Public in and for SC

My Commission Expires: ///13/12

BK R 575PG544

FEBRUARY 23, 2006 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-17 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, LOT 7A-17 AND RESIDUAL LOT 7A-1, GROVE PARK AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED JANUARY 31, 2006, AND RECORDED IN THE RMC OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK EJ, PAGE 547 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-17 AND LOT 7B. A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT \$50-06-09W A DISTANCE OF 301.00' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-17 N39-53-51W A DISTANCE OF 297.65' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 177.10' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 88.89' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 93.28' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 78.39' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 155.41' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 60.93' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 205.27' TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY N50-33-22E A DISTANCE OF 291.85' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 361.01', A RADIUS OF 340.85', AND A CHORD OF N80-53-53E, 344.37' TO A 5/8" REBAR AT THE INTERSECTION OF LOT 7A-17 AND LOT 7A-1, THENCE TURNING AND RUNNING ALONG LOT 7A-1 S10-25-55W A DISTANCE OF 161.96' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S34-49-23E A DISTANCE OF 144.05' TO A 5/8" REBAR ON THE NORTHERN RIGHT-OF-WAY OF GROVE PARK DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 66.45', A RADIUS OF 52.00', AND A CHORD OF \$69-07-52E, 62.02', TO A 5/8" REBAR, THENCE TURNING AND

EXHIBIT A (Continued) R 575PG545

RUNNING ALONG LOT 7A-1, N21-14-25E A DISTANCE OF 239.10' TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY S68-43-35E A DISTANCE OF 123.07' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE-TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF S43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 20.160 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY P.O. BOX 30575

CHARLESTON, SOUTH CAROLINA 29417

OHN M. DANGERFIELD, II, PE, RLS NO. 21620

2/23/2006



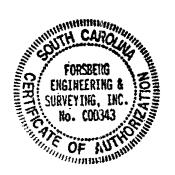


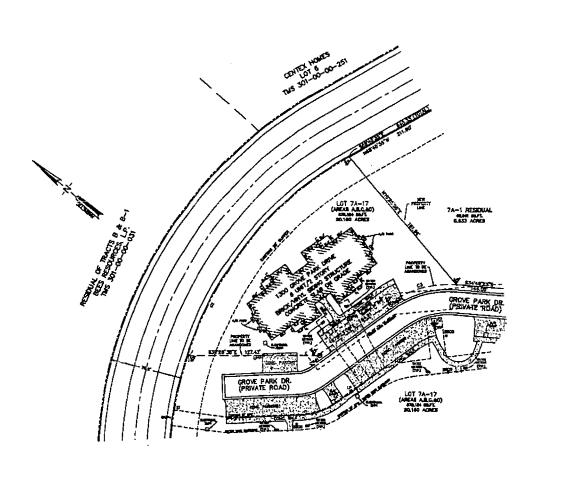
BK R 575PG546 Byth Bit A (Continue)

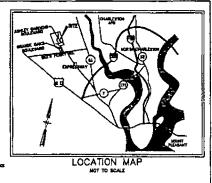
I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

OFIN M. DANGERFIELD, II, PE, RLS









COMMISSION FOR POLICY AND FANK PRINCE TWO BATER & SEVER EARCHOTTS-PREVANDS FOR THE CHARLESTERN COMMISSIONERS OF PUBBLISHED TO THE COMMISSION FOR PUBBLISHED BY AND ADMINITY 73 SOON AND COLLECTED TO THE COMMISSION FOR PLANT FROM SEVER WAS AS PROVIDED TO EACH PARKED.

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12) ALL EXTRE HAMMAN ON THE PROPERTY IS PROVATELY OWNER. 13) TRUTE AND TO SHAMP THESE LIGATED WITHIN THE MEN PROBABLE EASEMENTS. PRODUM RESERVA.

2nd FLOOR

1st FLOOR 1301 FRONT 1302

AS-BUILT SURVEY FOR

1300 GROVE PARK DRIVE

GROVE PARK AT GRANDE OAKS HORIZONTAL PROPERTY REGIME PHASE O

CITY OF CHARLESTON CHARLESTON COUNTY, SC

SCALE: 1"=30' DATE: FEBRUARY 23, 2006



JOS# 1171-7

PORSBERG ENCHNERRING
AND SURVEYING, INC.

1947 BARRAN HORKY SATE 8
COMMETTON SOUTH CHOCKE SHIT?
(AN) 871-8123 AND (AN) 271-870
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Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE XVI

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase XVI is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Units 1301 Grove Park Drive, 1302 Grove Park Drive, 1304 Grove Park Drive, 1307 Grove Park Drive, and 1308 Grove Park Drive: The "Ashford" plan

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 1301:	Approximately 1300 Square Feet
Unit 1302:	Approximately 1300 Square Feet
Unit 1304:	Approximately 1300 Square Feet
Unit 1307:	Approximately 1300 Square Feet
Unit 1308:	Approximately 1300 Square Feet

EXHIBIT C (Continued)

BK R 575PG549

Unit 1305 Grove Park Drive: The "Buchanan" plan

This unit is a two (2) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 1305: Approximately 1300 Square Feet

Unit 1303 Grove Park Drive and 1306 Grove Park Drive: The "Collingwood" plan

This unit is a three (3) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 1303: Approximately 1300 Square Feet Unit 1306: Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

The arrangement of individual dwelling apartments in Building 1300 Grove Park Drive is as follows:

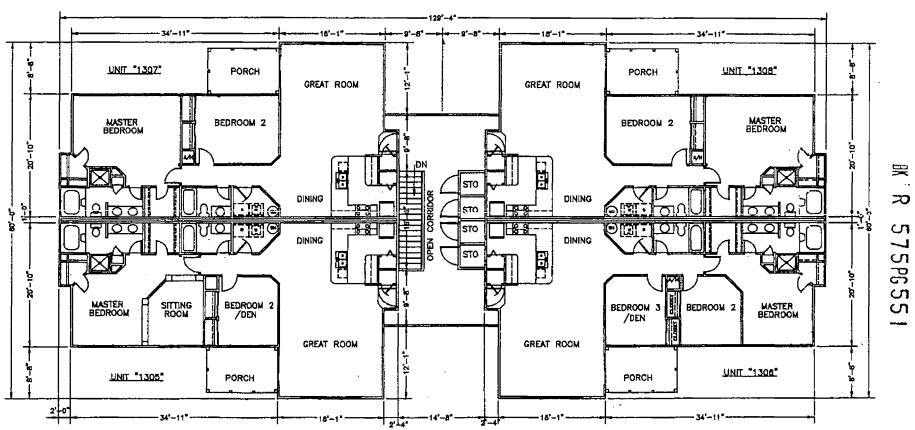
Second Floor Back	1307	1308
Second Floor Front	1305	1306
First Floor Back	1303	1304
First Floor Front	1301	1302

The front of the individual building faces towards Grove Park Drive as shown on the plat referenced herein in Exhibit "B".

DIMENSIONS AND OPTIONS MAY VARY DUE TO OWNER SELECTIONS AND/OR FIELD CHANGES - FIELD VERIFY

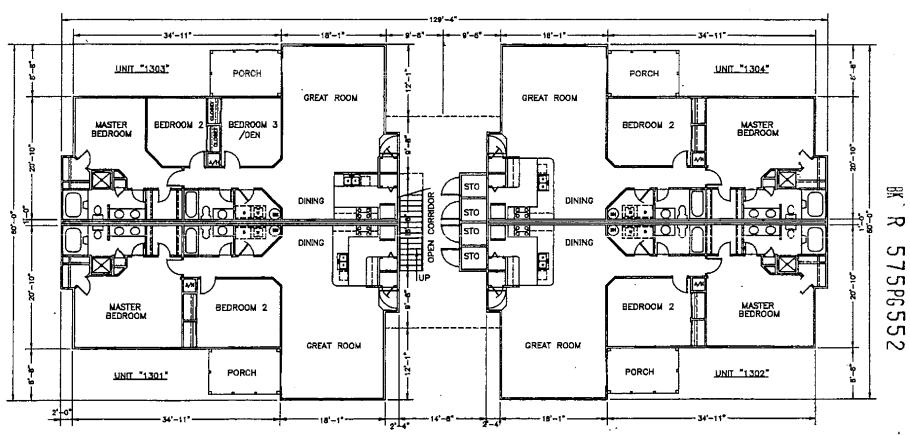
GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME





SECOND FLOOR PLAN PHASE 16 1300 GROVE PARK DRIVE





FIRST FLOOR PLAN
PHASE 16
1300 GROVE PARK DRIVE

BK R 575PG553

CERTIFICATION

STATE OF SOUTH CAROLINA)

ENGINEER'S CERTIFICATION

COUNTY OF CHARLESTON

I certify to the best of my knowledge, information and belief, that the following 3 pages (FLOOR PLANS and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND OAKS Horizontal Property Regime, Phase XVI, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E. Registered Engineer

State of South Carolina

License # 5470

Date: 2/27 , 2006

CAROL SAROL SAROL

Exhibit "D"

Schedule of Assigned Values and Percentage Interests

Unit #	<u>Value</u>	Percentage Interest Per Act
1701 North Elgin Ct.	\$100,000	0.78125%
1702 North Elgin Ct.	100,000	0.78125%
1703 North Elgin Ct.	100,000	0.78125%
1704 North Elgin Ct.	100,000	0.78125%
1705 North Elgin Ct.	100,000	0.78125%
1706 North Elgin Ct.	100,000	0.78125%
1707 North Elgin Ct.	100,000	0.78125%
1708 North Elgin Ct.	100,000	0.78125%
101 —Pickering Lane	100,000	0.78125%
102 — Pickering Lane	100,000	0.78125%
103 — Pickering Lane	100,000	0.78125%
104 — Pickering Lane	100,000	0.78125%
105 — Pickering Lane	100,000	0.78125%
106 — Pickering Lane	100,000	0.78125%
107 — Pickering Lane	100,000	0.78125%
108 — Pickering Lane	100,000	. 0.78125%
201 — Pickering Lane	100,000	0.78125%
202 — Pickering Lane	100,000	0.78125%
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207 — Pickering Lane	100,000	0.78125%
208 — Pickering Lane	100,000	0.78125%
301 — Pickering Lane	100,000	0.78125%
302 — Pickering Lane	100,000	0.78125%
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304 — Pickering Lane	100,000	0.78125%
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306 — Pickering Lane	100,000	0.78125%
307 — Pickering Lane	100,000	0.78125%
308 — Pickering Lane	100,000	0.78125%
401 — South Elgin Ct.	100,000	0.78125%
402 — South Elgin Ct.	100,000	0.78125%
403 — South Elgin Ct.	100,000	0.78125%

EXHIBIT D (CONTINUED)

404 — South Elgin Ct.	100,000	0.78125%
405 — South Elgin Ct.	100,000	0.78125%
406 — South Elgin Ct.	100,000	0.78125%
407 — South Elgin Ct.	100,000	0.78125%
408 — South Elgin Ct.	100,000	0.78125%
501 — South Elgin Ct.	100,000	0.78125%
502 — South Elgin Ct.	100,000	0.78125%
503 — South Elgin Ct.	100,000	0.78125%
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601 — South Elgin Ct.	100,000	0.78125%
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608 — South Elgin Ct.	100,000	0.78125%
1601-Whitby Lane	100,000	0.78125%
1602- Whitby Lane	100,000	0.78125%
1603– Whitby Lane	100,000	0.78125%
1604– Whitby Lane	100,000	0.78125%
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1606– Whitby Lane	100,000	0.78125%
1607– Whitby Lane	100,000	0.78125%
1608- Whitby Lane	100,000	0.78125%
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1508– Whitby Lane	100,000	0.78125%
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WXIIIBIT D (continued)

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RECORDER'S PAGE

NOTE: This page MUST remain with the original document



FILED

March 9, 2006 12:47:32 PM

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Charleston County, SC

Filed By:

Wooddy Law Firm, LLC Attorneys at Law

622 Johnnie Dodds Blvd.

Mt. Pleasant

SC 29464

AMOUNT Mas/Con 25.00

Recording Fee \$ State Fee \$ County Fee \$

Postage

TOTAL

25.00

DESCRIPTION

\$ Amount (in thousands):

DRAWER:

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AUDITOR STAMPHERE RECEIVED FROM RMC APR 1 3 2006 PEGGY A. MOSELEY CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

DO NOT STAMP BELOW THIS LINE

STATE OF SOUTH CAROLINA	()	SIXTEENTH AMENDMENT
)	TO THE MASTER DEED OF
)	GROVE PARK AT GRAND OAKS PLANTATION
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Sixteenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime is made on the date hereinafter set forth by Grove Park Condominiums, LLC, a South Carolina limited liability company, hereinafter referred to as "Grantor":

WITNESSETH

WHEREAS, Grantor has heretofore committed certain real property to Grove Park at Grand Oaks Plantation Horizontal Property Regime by Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Master Deed"), which Master Deed is recorded in the RMC Office for Charleston County, South Carolina in Deed Book E457, Page 533, as amended; and

WHEREAS, all of the said terms of said Master Deed and amendments shall apply as well in this Sixteenth Amendment except as herein modified; and

WHEREAS, said Master Deed provides for the inclusion of additional phases in said Horizontal Property Regime; and

WHEREAS, Grantor wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase P (sometimes referred to as Phase XVII or Phase 17) of the Horizontal Property Regime; and,

NOW THEREFORE, Grantor does hereby submit the property described in Exhibit A attached hereto, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, Title 27, Chapter 31, South Carolina Code of Laws, (1976) and does further submit said property to the provisions of the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime and the Exhibits thereto, as amended, the same being recorded in the RMC Office of Charleston County, South Carolina in Deed Book E457, Page 533.

ARTICLE I

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Grove Park at Grand Oaks Plantation Horizontal Property Regime, Phase P, as described in the Exhibits to this Amendment, and includes the land, buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights of way, rights of use, restrictions obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to Grove Park at Grand Oaks Plantation Horizontal Property Regime consists of the property heretofore committed in the Master Deed and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase P.

ARTICLE II

The percentage of undivided interest in the Common Area of the property and share in the common expenses and assessments and common surplus appurtenant to each Condominium Unit represented is shown in Exhibit D to this Sixteenth Amendment.

ARTICLE III

- 1. The location, dimensions and approximate square footage of each Condominium Unit in Phase P are shown and described in the Exhibits to this Sixteenth Amendment. All real property and improvements not included within the Condominium Units as Condominium Units as defined in the Master Deed, are and shall be Common Area. There is hereby granted to each Unit Owner an easement for ingress and egress to the Condominium Units as set forth in the Master Deed and Exhibits hereto as well as a grant of any easement of ingress and egress set forth in this Sixteenth Amendment or the Exhibits attached hereto.
- 2. A general description of the eight (8) Residential Units which are to be sold in fee simple and the designation of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth in Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described and designated on Exhibit B (reference being made to Plat Book Page in the RMC Office for Charleston County for a more complete location and description) and on the set of elevation and floor plans attached hereto as Exhibit C and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to Exhibits attached hereto, each Condominium Unit is described as set forth in the Master Deed in Article 3.2 (a) and (b). The owners of each Condominium Unit shall be responsible for the maintenance, repair and upkeep of the Condominium Unit.

ARTICLE IV

All terms, restriction, rules covenants and conditions set forth in the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Owners in Phase P, their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase P within the Regime require a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

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In Witness Whereof, the Grantor has executed this Sixteenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this 27 day of April, 2006. SIGNED, SEALED AND DELIVERED Grove Park Condominiums, LLC IN THE PRESENCE OF: a South Carolina limited liability company STATE OF SOUTH CAROLINA) ACKNOWLEDGMENT COUNTY OF CHARLESTON I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as Authorized Member of Grove Park at Grand Oaks Plantation, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company. Witness my hand and official seal this 12 day of April, 2006. Notary Public in and for SC My Commission Expires:

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Grove Park at Grand Oaks Plantation Property Owners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Unit Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Sixteenth Amendment to the Master Deed together with all the Exhibits hereto and as set forth in the Act.

In Witness Whereof, the above-named Grove Park at Grand Oaks Plantation Property Owners Association, Inc. has executed this Sixteenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime this day of April, 2006.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.
	aum Mx me
C	Alison M. Dailey, President
- Judake	
STATE OF SOUTH CAROLINA)	A CVO LOVIN ED CA CENTE
COUNTY OF CHARLESTON)	ACKNOWLEDGMENT

I, the undersigned, a Notary public for South Carolina, do hereby certify that Alison M. Dailey as President of Grove Park at Grand Oaks Plantation Property Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 12 day of April, 2006.

M 0 579PG735

APRIL 11, 2006 LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND KNOWN AS LOT 7A-18 CONSISTING OF AREA A, B, C, & D LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, BEING LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD AND BEING MORE FULLY SHOWN AND DESIGNATED ON A PLAT OF PROPERTY LINE ABANDONMENT AND ADJUSTMENT, NEW LOT 7A-18 GROVE PARK HPR AT GRANDE OAKS PLANTATION, BY FORSBERG ENGINEERING & SURVEYING, INC., DATED MARCH 21, 2006, REVISED APRIL 3, 2006 AND RECORDED IN THE RMC OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK EJ, PAGE 641 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, LOCATED AT THE NORTHERN INTERSECTION OF LOT 7A-18 AND LOT 7B, A DISTANCE OF 243' MORE OR LESS FROM THE INTERSECTION OF THE CENTERLINE OF GROVE PARK DRIVE AND THE SOUTHERN RIGHT OF WAY OF ASHLEY GARDENS BOULEVARD, THENCE TURNING AND RUNNING ALONG LOT 7B S50-06-09W A DISTANCE OF 538.79' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT S50-06-09W A DISTANCE OF 184.62' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT \$50-06-09W A DISTANCE OF 301.00' TO A 5/8" REBAR, THENCE TURNING AND RUNNING ALONG LOT 7A-18 N39-53-51W A DISTANCE OF 297.65' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 177.10' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 88.89' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 93.28' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 78.39' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51 W A DISTANCE OF 155.41' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51W A DISTANCE OF 60.93' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID LOT N39-53-51 W A DISTANCE OF 205.27' TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ASHLEY GARDENS BOULEVARD. THENCE TURNING AND RUNNING ALONG SAID RIGHT-OF-WAY N50-33-22E A DISTANCE OF 291.85' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 361.01', A RADIUS OF 340.85', AND A CHORD OF N80-53-53E, 344.37' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S68-45-35E A DISTANCE OF 211.90' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S68-45-35E A DISTANCE OF 123.07' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S68-45-35E A DISTANCE OF 153.14' TO A 5/8" REBAR THENCE CONTINUING ALONG SAID RIGHT OF WAY \$68-45-35E A DISTANCE OF 325.97' TO A 5/8" REBAR, THENCE CONTINUING ALONG SAID RIGHT OF WAY S68-45-35E A DISTANCE OF 26.26' TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF

BK 0 579PG736

DISTANCE OF 40.85', HAVING A RADIUS OF 332.72', AND A CHORD OF S65-14-32E, 40.83', TO AN IRON PIPE, THENCE CONTINUING ALONG SAID RIGHT OF WAY IN AN EASTERLY DIRECTION AROUND A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 209.34', A RADIUS OF 332.72', AND A CHORD OF S43-42-00E, 205.91', TO THE POINT OF BEGINNING AND CONTAINING 21.093 ACRES MORE OR LESS.

FORSBERG ENGINEERING & SURVEYING, INC. 1587 B SAVANNAH HIGHWAY P.O. BOX 30575 CHARLESTON, SOUTH CAROLINA 29417

JOHN M. DANGERFIELD, II, PE, RLS NO. 21620





EXHCBIT A (CAN tround) BY 0 579PG737

I HEREBY CERTIFY THAT THE METES AND BOUNDS NARRATIVE OF THE ABOVE PARCEL DESCRIBES A TRUE AND ACCURATE SURVEY OF THE PREMISES, AND THE LOCATIONS OF COMMON ELEMENTS AS SHOWN ON THE SITE PLAN.

JOHN M. DANGERFIELD, II, PE, RLS





79P6738 0 LOCATION MAP 部 2nd. FLOOR 1405 FRONT 1408 1th FLOOR 1401 FRONT 1402 10) THE BURNLY DOES NOT HUNGET THE EMPERIES OF HOM -- LONG ILE. MALT COUPE OF EMPELIES "AMBRICHOMA, WITHMOST". 11) ALL STORM SHAMMAE ON THE PROPERTY IN PROVIDED. AS-BUILT SURVEY FOR 1400 GROVE PARK DRIVE GROVE PARK AT GRANDE OAKS HORIZONTAL PROPERTY REGIME PHASE P CITY OF CHARLESTON CHARLESTON COUNTY, SC SCALE: 1"=30' DATE: APRIL 11, 2006 GRAPHIC SCALE JOS4 1171-7

NOTE OF THE PROPERTY OF THE PR

Exhibit "C"

Narrative Description

GROVE PARK AT GRAND OAKS HORIZONTAL PROPERTY REGIME

PHASE XVII

Each unit comes equipped with a basic appliance package consisting of a refrigerator with ice maker, a range with continuous cleaning oven, a range hood, a dishwasher, a disposal, a central heating and air conditioning system, and a water heater.

The units are described herein below. Each unit includes: (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings, and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, vinyl, wood, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the unit). No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Grove Park at Grand Oaks, Phase XVII is a complex of one (1) building consisting of eight (8) apartments with the floor plans within the buildings described as follows:

Unit 1406 Grove Park Drive: The "Ashford" plan

This unit is a two (2) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second bedroom and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 1406: Approximately 1300 Square Feet

<u>Units 1401 Grove Park Drive, 1402 Grove Park Drive, 1403 Grove Park Drive, 1404</u> <u>Grove Park Drive, 1407 Grove Park Drive, and 1408 Grove Park Drive: The "Buchanan"</u> extitiset c (continued)

BK 0 579PG740

<u>plan</u>

These units are two (2) bedroom apartments. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom suite is to the far end of the unit. It consists of a sitting area, the bedroom, the master bath, and three closets. The second bedroom and bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Two Bedroom Unit:

Unit 1401:	Approximately 1300 Square Feet
Unit 1402:	Approximately 1300 Square Feet
Unit 1403:	Approximately 1300 Square Feet
Unit 1404:	Approximately 1300 Square Feet
Unit 1407:	Approximately 1300 Square Feet
Unit 1408:	Approximately 1300 Square Feet

Unit 1405 Grove Park Drive: The "Collingwood" plan

This unit is a three (3) bedroom apartment. Entry to the unit is by means of a through corridor. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets and work surfaces. The dining area opens directly off the kitchen area and is adjacent to the living area. The master bedroom is to the far end of the unit. The master bath and three closets lead off the master bedroom. The second and third bedrooms and the second bath open directly off the hallway. In addition, a utility room containing the water heater and connections for a full size washer and dryer opens off the hallway.

AREAS:

Three Bedroom Unit:

Unit 1405: Approximately 1300 Square Feet

Specifications Common to All Apartments:

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls, and smoke alarms per code. Each unit is separated from other units by a one hour rated fire separation.

Arrangement of All Apartments:

The arrangement of individual dwelling apartments in Building 1300 Grove Park Drive is as follows:

Second Floor Back	1407	1408
Second Floor Front	1405	1406
First Floor Back	1403	1404
First Floor Front	1401	1402

The front of the individual building faces towards Grove Park Drive as shown on the plat

. WY HIBIT C (continued)

referenced herein in Exhibit "B".

IK 0 579PG74

AGHIBIT C Continued

BK 0 579PG742

CERTIFICATION

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

ENGINEER'S CERTIFICATION

I certify to the best of my knowledge, information and belief, that the following 3 pages (FLOOR PLANS and ELEVATIONS) adequately and accurately illustrate the buildings and the improvements, within normal construction tolerances, designed for GROVE PARK AT GRAND CAKS Horizontal Property Regime, Phase XVII, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.

William E. Oram, P.E.

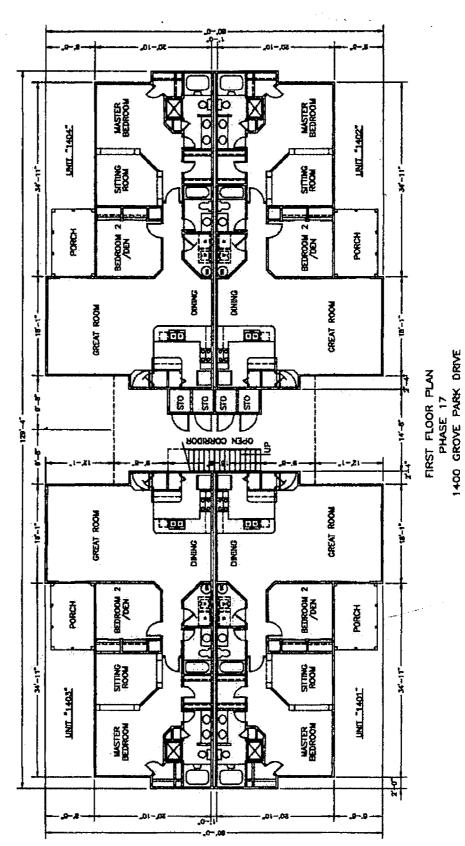
Registered Engineer State of South Carolina

License # 5470

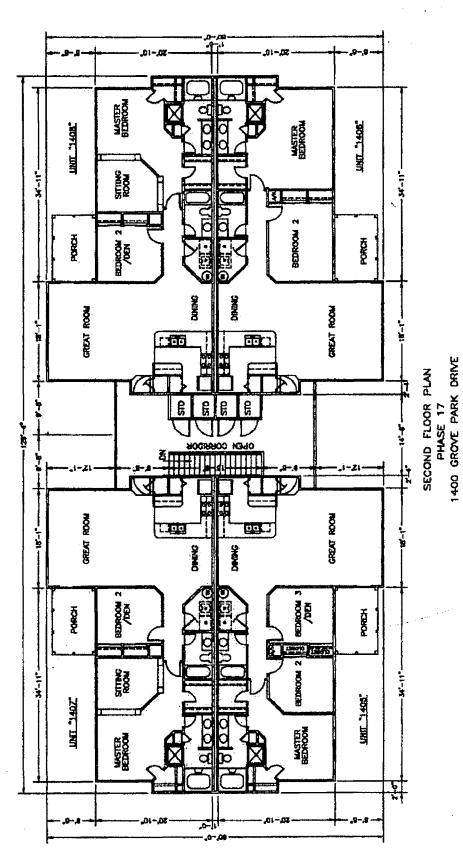
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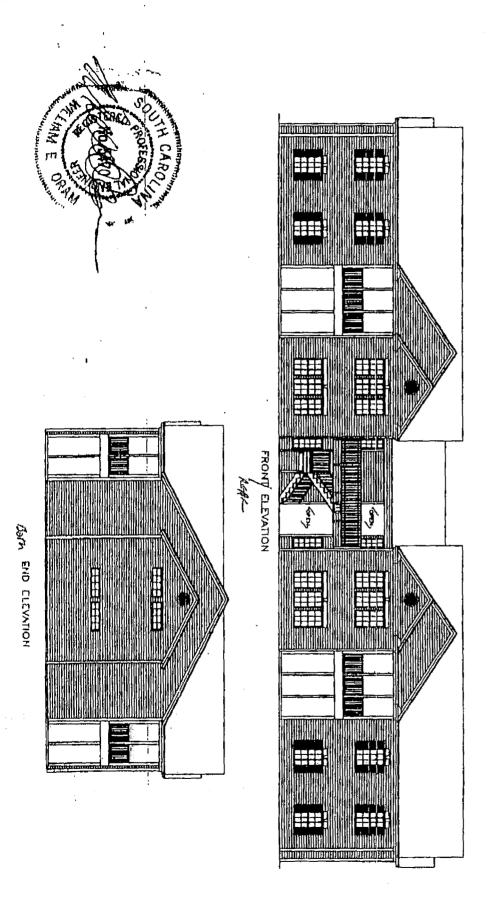


Exhibit "D"

Schedule of Assigned Values and Percentage Interests

Unit #	<u>Value</u>	Percentage Interest Per Act
1701 North Elgin Ct.	\$100,000	0.7353%
1702 North Elgin Ct.	100,000	0.7353%
1703 North Elgin Ct.	100,000	0.7353%
1704 North Elgin Ct.	100,000	0.7353%
1705 North Elgin Ct.	100,000	0.7353%
1706 North Elgin Ct.	100,000	0.7353%
1707 North Elgin Ct.	100,000	0.7353%
1708 North Elgin Ct.	100,000	0.7353%
101 —Pickering Lane	100,000	0.7353%
102 — Pickering Lane	100,000	0.7353%
103 — Pickering Lane	100,000	0.7353%
104 — Pickering Lane	100,000	0.7353%
105 — Pickering Lane	100,000	0.7353%
106 — Pickering Lane	100,000	0.7353%
107 — Pickering Lane	100,000	0.7353%
108 — Pickering Lane	100,000	0.7353%
201 — Pickering Lane	100,000	0.7353%
202 — Pickering Lane	100,000	0.7353%
203 — Pickering Lane	100,000	0.7353%
204 — Pickering Lane	100,000	0.7353%
205 — Pickering Lane	100,000	0.7353%
206 — Pickering Lane	100,000	0.7353%
207 — Pickering Lane	100,000	0.7353%
208 — Pickering Lane	100,000	0.7353%
301 — Pickering Lane	100,000	0.7353%
302 — Pickering Lane	100,000	0.7353%
303 — Pickering Lane	100,000	0.7353%
304 — Pickering Lane	100,000	0.7353%
305 — Pickering Lane	100,000	0.7353%
306 — Pickering Lane	100,000	0.7353%
307 — Pickering Lane	100,000	0.7353%
308 — Pickering Lane	100,000	0.7353%
401 — South Elgin Ct.	100,000	0.7353%
402 — South Elgin Ct.	100,000	0.7353%
403 — South Elgin Ct.	100,000	0.7353%

EXHIBIT D (CONTINUED)

404 — South Elgin Ct.	100,000	0.7353%
405 — South Elgin Ct.	100,000	0.7353%
406 — South Elgin Ct.	100,000	0.7353%
407 — South Elgin Ct.	100,000	0.7353%
408 — South Elgin Ct.	100,000	0.7353%
501 — South Elgin Ct.	100,000	0.7353%
502 — South Elgin Ct.	100,000	0.7353%
503 — South Elgin Ct.	100,000	0.7353%
504 — South Elgin Ct.	100,000	0.7353%
505 — South Elgin Ct.	100,000	0.7353%
506 — South Elgin Ct.	100,000	0.7353%
507 — South Elgin Ct.	100,000	0.7353%
508 — South Elgin Ct.	100,000	0.7353%
601 — South Elgin Ct.	100,000	0.7353%
602 — South Elgin Ct.	100,000	0.7353%
603 — South Elgin Ct.	100,000	0.7353%
604 — South Elgin Ct.	100,000	0.7353%
605 — South Elgin Ct.	100,000	0.7353%
606 — South Elgin Ct.	100,000	0.7353%
607 — South Elgin Ct.	100,000	0.7353%
608 — South Elgin Ct.	100,000	0.7353%
1601- Whitby Lane	100,000	0.7353%
1602- Whitby Lane	100,000	0.7353%
1603- Whitby Lane	100,000	0.7353%
1604- Whitby Lane	100,000	0.7353%
1605- Whitby Lane	100,000	0.7353%
1606- Whitby Lane	100,000	0.7353%
1607- Whitby Lane	100,000	0.7353%
1608– Whitby Lane	100,000	0.7353%
1501- Whitby Lane	100,000	0.7353%
1502- Whitby Lane	100,000	0.7353%
1503- Whitby Lane	100,000	0.7353%
1504 Whitby Lane	100,000	0.7353%
1505- Whitby Lane	100,000	0.7353%
1506- Whitby Lane	100,000	0.7353%
1507- Whitby Lane	100,000	0.7353%
1508- Whitby Lane	100,000	0.7353%
701— East Marymont Lane	100,000	0.7353%
702— East Marymont Lane	100,000	0.7353%
703— East Marymont Lane	100,000	0.7353%
704— East Marymont Lane	100,000	0.7353%
705— East Marymont Lane	100,000	0.7353%

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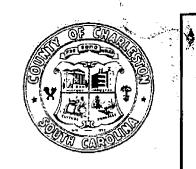
706— East Marymont Lane	100,000	0.7353%
707— East Marymont Lane	100,000	0.7353%
708— East Marymont Lane	100,000	0.7353%
801— East Marymont Lane	100,000	0.7353%
802— East Marymont Lane	100,000	0.7353%
803— East Marymont Lane	100,000	0.7353%
804— East Marymont Lane	100,000	0.7353%
805 East Marymont Lane	100,000	. 0.7353%
806—East Marymont Lane	100,000	0.7353%
807—East Marymont Lane	100,000	0.7353%
808— East Marymont Lane	100,000	0.7353%
901— East Marymont Lane	100,000	0.7353%
902 — East Marymont Lane	100,000	0.7353%
903 — East Marymont Lane	100,000	0.7353%
904 — East Marymont Lane	100,000	0.7353%
905 — East Marymont Lane	100,000	0.7353%
906 — East Marymont Lane	100,000	0.7353%
907 — East Marymont Lane	100,000	0.7353%
908 — East Marymont Lane	100,000	0.7353%
1001- West Marymont Lane	100,000	0.7353%
1002- West Marymont Lane	100,000	0.7353%
1003- West Marymont Lane	100,000	0.7353%
1004 West Marymont Lane	100,000	0.7353%
1005- West Marymont Lane	100,000	0.7353%
1006- West Marymont Lane	100,000	0.7353%
1007- West Marymont Lane	100,000	0.7353%
1008- West Marymont Lane	100,000	0.7353%
1101- Grove Park Drive	100,000	0.7353%
1102- Grove Park Drive	100,000	0.7353%
1103- Grove Park Drive	100,000	0.7353%
1104- Grove Park Drive	100,000	0.7353%
1105– Grove Park Drive	100,000	0.7353%
1106– Grove Park Drive	100,000	0.7353%
1107- Grove Park Drive	100,000	0.7353%
1108– Grove Park Drive	100,000	0.7353%
1201- Grove Park Drive	100,000	0.7353%
1202- Grove Park Drive	100,000	0.7353%
1203 - Grove Park Drive	100,000	0.7353%
1204 Grove Park Drive	100,000	0.7353%
1205– Grove Park Drive	100,000	0.7353%
1206- Grove Park Drive	100,000	0.7353%
1207- Grove Park Drive	100,000	0.7353%
1208– Grove Park Drive	100,000	0.7353%
1301- Grove Park Drive	100,000	0.7353%
1302- Grove Park Drive	100,000	0.7353%
	•	

BK 0 579PG749

1303- Grove Park Drive	100,000	0.7353%
1304- Grove Park Drive	100,000	0.7353%
1305– Grove Park Drive	100,000	0.7353%
1306- Grove park Drive	100,000	0.7353%
1307- Grove Park Drive	100,000	0.7353%
1308- Grove Park Drive	100,000	0.7353%
1401– Grove Park Drive	100,000	0.7352%
1402- Grove Park Drive	100,000	0.7352%
1403- Grove Park Drive	100,000	0.7352%
1404- Grove Park Drive	100,000	0.7352%
1405- Grove Park Drive	100,000	0.7352%
1406– Grove Park Drive	100,000	0.7352%
1407- Grove Park Drive	100,000	0.7352%
1408– Grove Park Drive	100,000	0.7352%
TOTALS	\$13,600,000	100.0000%

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



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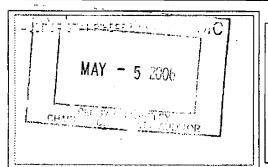
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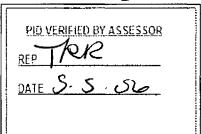
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Charlie Lybrand, Register **Charleston County, SC**

Filed By:

Wooddy Law Firm, LLC Attorneys at Law 622 Johnnie Dodds Blvd. Mt. Pleasant SC 29464





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DESCRIPTION Quan	e,	Mas/Con
Recording Fee	\$	22.00
State Fee		
County Fee		
Postage		

TOTAL 22.00

\$ Amount (in thousands): DRAWER:

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<u># PGS:</u>

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

FIRST AMENDMENT TO
BY-LAWS OF
GROVE PARK AT GRAND OAKS PLANTATION
PROPERTY OWNERS ASSOCIATION, INC.

THIS FIRST AMENDMENT TO BY-LAWS OF GROVE PARK AT GRAND OAKS PLANTATION PROPERTY OWNERS ASSOCATION, INC. (the "1ST Amendment") is made this day of December, 2018 by the Grove Park at Grand Oaks Plantation Property Owners Association, Inc., a South Carolina non-profit corporation.

WHEREAS, the MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME, dated and recorded July 14, 2003 in the Charleston County RMC Office in <u>Deed Book E-457 at Page 533</u> (including all attachments and exhibits thereto, and further including all subsequent amendments and supplements thereto, the "Master Deed"), created a horizontal property regime pursuant to S.C. CODE ANN. § 27-31-10, et seq., known as Grove Park at Grand Oaks Plantation Horizontal Property Regime (the "Regime"), on certain property located in Charleston County, South Carolina, as more particularly described in the Master Deed; and

WHEREAS, the Master Deed was subsequently amended to expand the Regime as follows:

By that certain FIRST AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated October 30, 2003 and recorded October 31, 2003 in the Charleston County RMC Office in <u>Deed Book W-473 at Page 330</u>;

By that certain Second Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime dated February 16, 2004 and recorded February 17, 2004 in the Charleston County RMC Office in Deed Book F-484 at Page 675;

By that certain THIRD AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated March 23, 2004 and recorded March 23, 2004 in the Charleston County RMC Office in <u>Deed Book A-488 at Page 832</u>;

By that certain FOURTH AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated May 13, 2004 and recorded May 13, 2004 in the Charleston County RMC Office in Deed Book K-494 at Page 251;

By that certain FIFTH AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated August 30, 2004 and recorded August 31, 2004 in the Charleston County RMC Office in <u>Deed Book R-507</u> at Page 317;

By that certain SIXTH AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated October 26, 2004 and recorded October 26, 2004 in the Charleston County RMC Office in <u>Deed Book X-513</u> at <u>Page 719</u>;

By that certain SEVENTH AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated December 17, 2004 and recorded December 17, 2004 in the Charleston County RMC Office in <u>Deed Book O-519 at Page 882</u>;

By that certain EIGHTH AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated March 30, 2005 and recorded March 31, 2005 in the Charleston County RMC Office in Deed Book C-531 at Page 058;

By that certain NINTH AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated May 18, 2005 and recorded May 18, 2005 in the Charleston County RMC Office in <u>Deed Book F-537 at Page 397</u>;

By that certain TENTH AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated June 17, 2005 and recorded June 17, 2005 in the Charleston County RMC Office in <u>Deed Book G-541 at Page 204</u>;

By that certain ELEVENTH AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated July 29, 2005 and recorded August 3, 2005 in the Charleston County RMC Office in Deed Book U-547 at Page 814;

By that certain TWELFTH AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated September 9, 2005 and recorded September 9, 2005 in the Charleston County RMC Office in <u>Deed Book D-553 at Page 224</u>;

By that certain Thirteenth Amendment to the Master Deed of Grove Park at Grand Oaks Plantation Horizontal Property Regime dated October 19, 2005 and recorded October 19, 2005 in the Charleston County RMC Office in <u>Deed Book O-558 at Page 810</u>;

By that certain FOURTEENTH AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated December 19, 2005 and recorded December 19, 2005 in the Charleston County RMC Office in Deed Book O-566 at Page 354;

By that certain FIFTEENTH AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated March 9, 2006 and recorded March 6, 2006 in the Charleston County RMC Office in Deed Book R-575 at Page 539; and

By that certain SIXTEENTH AMENDMENT TO THE MASTER DEED OF GROVE PARK AT GRAND OAKS PLANTATION HORIZONTAL PROPERTY REGIME dated April 12, 2006 and recorded April 12, 2006 in the Charleston County RMC Office in <u>Deed Book O-579 at Page 730</u>; and

WHEREAS, the Master Deed established the *Grove Park at Grand Oaks Plantation Property Owners Association, Inc.* (the "Association") to operate and manage the affairs of the Regime, the administration of which is provided for in the By-Laws of Grove Park at Grand Oaks Plantation Property Owners Association, Inc., attached as Exhibit "F" to the Master Deed, and dated and recorded on July 14, 2003 in the Charleston County RMC Office in <u>Deed Book E-457 at Page 598</u> (the "By-Laws"); and

WHEREAS, the Association desires to amend the By-Laws as set forth herein by the execution and recordation of this 1st Amendment; and

WHEREAS, at a duly-called meeting of the Association, the Owners, by a vote of at least 51% of the total vote of the Association, approved the following modifications to the By-Laws contained in this 1st Amendment in accordance with the amendment requirements for the By-Laws set forth in Section 15.2 of the Master Deed.

NOW, THEREFORE, in consideration of the above recitals and pursuant to the aforementioned affirmative vote of the Owners, the Association declares the By-Laws are hereby amended as follows, effective immediately upon the recording of this 1st Amendment in the Charleston County RMC Office:

1. Section 2.7 of the By-Laws is deleted in its entirety and replaced with the following:

Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, the Board of Directors may adjourn the meeting to a day and time not more than thirty (30) days from the date of the original meeting. This process can be repeated if subsequent reconvened meetings also fail to reach a quorum. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by the Board of Directors or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5 herein.

2. Section 3.4 of the By-Laws is deleted in its entirety and replaced with the following:

Election and Terms of Office.

- (a) The Board of Directors shall consist of a minimum of three (3) Directors and a maximum of five (5) Directors.
- (b) Upon termination of the Developer's right to appoint Directors as provided in the Master Deed, the Association shall hold an election at which the Members shall be entitled to elect the Directors.
- (c) The term of office for each Director elected by the Members shall be two (2) years. Upon the expiration of the term of office of each Director elected by the Members, a successor shall be elected to serve a term of two (2) years, and all subsequent terms shall be for two (2) years. The Directors elected by the Members shall hold office until their respective successors have been elected.
- (d) As of the recording of this 1st Amendment, the Board of Directors consists of three (3) Directors. The determination to expand the total number of Directors to five (5) or subsequently reduce the total number of Directors back to three (3) shall be determined by the sitting Board of Directors in its sole discretion.

3. Section 15.2(b) of the Master Deed states that an amendment to the By-Laws will be valid only when approved by Members holding at least fifty-one (51%) percent of the total vote of the Association. This conflicts with Section 6.6(b) of the By-Laws which states that an amendment to the By-Laws must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association. Pursuant to Section 6.3 of the By-Laws and in accordance with well-established case law, in the event of a conflict between the provisions of the Master Deed and the provisions of the By-Laws, the provisions of the Master Deed prevail. Therefore, the controlling provision for the amendment of the By-Laws is found in Section 15.2(b) of the Master Deed requiring approval by Members holding at least fifty-one (51%) percent of the total vote of the Association. In order to correct and clarify this matter and make the By-Laws consistent with the controlling provisions of the Master Deed, the first sentence of Section 6.6(b) of the By-Laws is deleted in its entirety and replaced with the following (the remainder of Section 6.6(b) shall remain unchanged and in full force and effect):

Amendment By Members. These By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least fifty-one (51%) percent of the total vote of the Association.

For purposes of satisfying Section 15.2(b) of the Master Deed, this 1st Amendment to the By-Laws shall also be deemed an amendment to the Master Deed in so far as the By-Laws are attached as Exhibit "F" to the Master Deed.

This 1st Amendment applies to the entire Regime, including without limitation all additional phases annexed into the Regime pursuant to the Master Deed Amendments listed in the Recitals above.

Capitalized terms used herein shall have the meaning set forth in this 1st Amendment. Any capitalized term used but not defined herein shall have the meaning set forth in the Master Deed and the By-Laws.

If any term or condition of this 1st Amendment shall conflict with any term or condition of the Master Deed or By-Laws, the terms and conditions of this 1st Amendment shall control. Otherwise, the terms and conditions of the Master Deed and By-Laws shall remain in full force and effect.

[The remainder of this page has been left blank intentionally. The signature page immediately follows.]

IN WITNESS WHEREOF, the Association has caused this 1st Amendment to be executed by its President, thereby certifying and attesting to the satisfaction of the amendment requirements of the Master Deed, on the day and year first above written.

(witness #1) Line Lucare Li (witness #2)	li -	Grove Park at Grand Oaks Plantation Property Owners Association, Inc. By: Print Name: OBERT ARTON Its: President
· STATE OF SOUTH CAROLINA)	
COUNTY OF CHARLECTON)	ACKNOWLEDGMENT
COUNTY OF CHARLESTON)	

I, the undersigned Notary Public for South Carolina, do hereby certify that *Grove Park at Grand Oaks Plantation Property Owners Association, Inc.*, by and through its **President**, personally appeared before me this day and acknowledged the due execution of this 1st Amendment.

Witness my hand and seal this 4 day of December 2018.

NOV 85 ** 19 2022 ** 100 M CAROLINA CHILLIAN NOV 85 ** 19 19 19 10 M CAROLINA CHILLIAN ARY PUBLISHING AREA PU

Notary Public for South Carolina

My Commission Expires: 11-19-2022

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SIMONS & DEAN ATTY AT LAW

147 WAPPOO CREEK DR

STE 604
CHARLESTON, SC 20412



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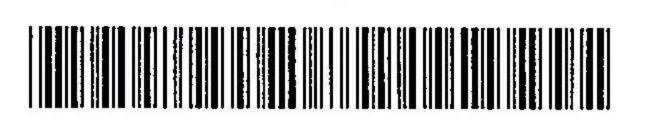
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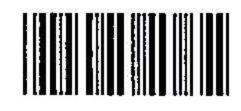
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