



BP0509477

#PGS:

17

Return recorded document to:

Donald A. Furtado, Esq.
P. O. Box 7414
Hilton Head Island, SC 29938

**STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
SECOND AMENDMENT TO MASTER DEED
OF TIDES HORIZONTAL PROPERTY
REGIME**

This SECOND AMENDMENT TO MASTER DEED OF TIDES HORIZONTAL PROPERTY REGIME (the "Second Amendment") is made this 24th day of September, 2015, by the Tides Horizontal Property Regime Owner's Association, Inc., a South Carolina nonprofit corporation (the "Association").

RECITALS

Whereas, Carolina Eastport, LLC, a South Carolina limited liability company, previously made, submitted and established the Master Deed of Tides Horizontal Property Regime, recorded July 20, 2007, in Book C633, Page 488, in the RMC Office for Charleston County, South Carolina (the "Original Master Deed"); and

Whereas, the Original Master Deed was supplemented and amended by (a) the First Supplemental and Amended Master Deed of Tides Horizontal Property Regime (Phase 2) recorded November 28, 2007, in Book Y644, Page 736, in the RMC Office for Charleston County, South Carolina (the "First Supplement"); (b) the Second Supplemental and Amended Master Deed of Tides Horizontal Property Regime (Phase 3) recorded February 14, 2008, in Book E651, Page 417, in the RMC Office for Charleston County, South Carolina (the "Second Supplement"); and (c) the First Amendment to Master Deed of Tides Horizontal Property Regime, recorded February 18, 2013, in Book 0311, Page 421, in the RMC Office for Charleston County, South Carolina (the "First Amendment"); and

Whereas, the Original Master Deed, the First Supplement, the Second Supplement and the First Amendment are together referred to in this Second Amendment as the "Master Deed"; and

Whereas, in accordance with the provisions of Section 10.3.2 of the Master Deed, Owners in the Association holding at least sixty-seven percent (67%) of the Total Percentage Interests in the Tides Horizontal Property Regime have approved the amendment of certain provisions of the Master Deed; and

Whereas, the Association desires to evidence such amendment by recording this Second Amendment.

NOW, THEREFORE, THE MASTER DEED IS AMENDED AS FOLLOWS:

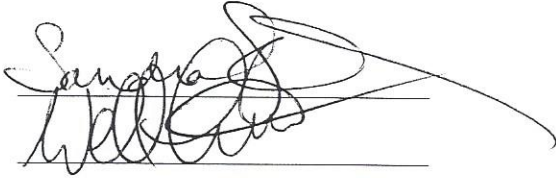
1. The Recitals set forth above are incorporated herein by reference.
2. Sections 2.4 through 2.10, Section 4.8, Sections 5.3.2 and 5.18, Article VII, Section 8.1 and Article IX of the Master Deed are deleted and the applicable wording set forth in Exhibit A attached hereto and incorporated herein by reference is substituted therefor.
3. The undersigned President and Secretary of the Association certify that (a) this Second Amendment has been approved by Owners holding at least sixty-seven percent (67%) of the Total Percentage Interests in the Tides Horizontal Property Regime, at a meeting of the Association properly called in accordance with the Bylaws of the Association and held on September 24, 2015.
4. This Second Amendment shall become effective upon recording.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF, the Association has executed this Second Amendment, under seal.

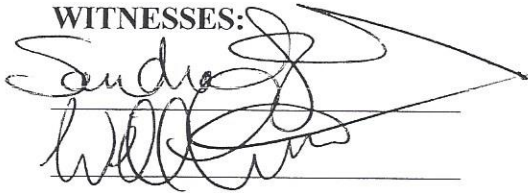
WITNESSES:

TIDES HORIZONTAL PROPERTY REGIME
OWNER'S ASSOCIATION, INC.



By: Mark E. Chesnut
SIGNATURE
Name: Mark Chesnut

Its: President



ATTEST:

By: Patti Lanier
SIGNATURE
Name: Patti Lanier

Its: Secretary

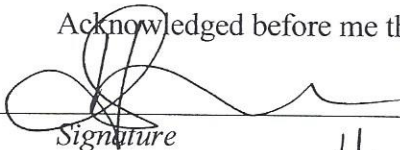
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of South Carolina, certify that **Mark Chesnut** and, **Patti Lanier** as President and Secretary, respectively, of **Tides Horizontal Property Regime Owner's Association, Inc.**, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of such entity.

Acknowledged before me this 28 day of September, 2015.



Signature

Print name of Notary Public: Harriette Calder

Notary Public for South Carolina

My Commission Expires: Feb 12 2025

(SEAL)

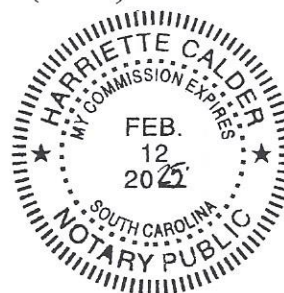


EXHIBIT A: AMENDED PROVISIONS

Amended Master Deed Sections 2.4 through 2.10 (Defining Units and Common Elements)

Section 2.4. Units Under Construction; Interpretation.

2.4.1. Composition. At the time of recording of this Master Deed, the Building and Common Elements received its certificate of occupancy from the Town of Mount Pleasant evidencing completion. However, the Town of Mount Pleasant is also issuing individual Unit certificates of occupancy evidencing completion of each Unit. Therefore, in compliance with Section 27-31-30 of the Act, the Units in Phase 1 are hereby being submitted to the Regime "under construction" at the time of the recording of this Master Deed. The Declarant does not intend to convey title to a Unit in Building 1 until after said Unit receives a Unit certificate of occupancy from the Town of Mount Pleasant (or, in the alternative, Declarant follows the escrow/bond requirements for "under construction" closings set forth in Section 27-31-30 of the Act). Once a Unit receives its Unit certificate of occupancy from the Town of Mount Pleasant, said Unit automatically changes classification from "under construction" to "completed" for purposes of Section 27-31-30 of the Act and for purposes of this Master Deed and Declarant may freely convey title to the Unit without having to follow the "under construction" closing restrictions contained in Section 27-31-30 of the Act and without having to further amend or supplement this Master Deed in order to evidence completion of the Unit (i.e., receipt of the Unit certificate of occupancy is sufficient evidence of a Unit's "completion" under Section 27-31-30 of the Act and this Master Deed).

2.4.2. Interpretation. If any provision of this Master Deed is unclear regarding whether any portion of a Building is a Common Element or part of a Unit, or whether the Association or an Owner of a Unit is responsible for its maintenance or repair, the Board of Directors may make such determination.

Section 2.5. Units. The number, location, dimension area and design of each Unit shall be set forth in the attached Plat and Plans, by way of amendment thereto. Each Unit is depicted on the Building Plans and, in addition to the Unit's Percentage Interest in the Common Elements, consists of enclosed rooms in a Building and bounded by the perimeter Unfinished Walls, Unfinished Ceilings, Unfinished Floors, doors, and windows thereof. For the purpose of further defining a Unit, the following definitions shall apply:

2.5.1. "Unfinished Wall" means the drywall, studs, supports, insulation, exterior stone panels, metal, or other materials that constitute the perimeter wall bounding the Unit.

2.5.2. "Unfinished Ceiling" means any beams, joists, and concrete or other structural materials that constitute the ceiling of a Unit. Any drywall, insulation or similar non-structural materials beneath the beams, joists, and concrete or other structural materials of the Unfinished Ceiling are part of the Unit.

2.5.3. "Unfinished Floor" means any beams, floor joists, and concrete or other floor materials that constitute the floor of a Unit. It excludes materials such as carpeting or floor covering, which are part of the Unit.

2.5.4. A Unit includes (i) any non-load bearing walls within the space created by perimeter Unfinished Walls, Unfinished Ceilings, and Unfinished Floors bounding a Unit; (ii) the drywall, plaster, insulation, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling or floor covering attached to Unfinished Walls, Unfinished Ceilings, and Unfinished Floors; (iii) windows, window frames and screens that only serve the Unit and are entirely within the Unit (see Section 2.6.2.4, below); awnings; and doors, door hardware and door frames that serve only the Unit; (iv) any fireplace or stove hearth, facing brick, tile, stone or firebox; (v) removable appliances, equipment, wiring, fans, fixtures, and hardware; and all other improvements contained within the space surrounded by perimeter Unfinished Walls, Unfinished Ceilings, and Unfinished Floors that serve only the Unit; (vi) spas, fountains, Jacuzzis, or hot tubs within the Unit or Limited Common Elements

serving only the Unit; and any heating or cooling elements or related equipment, HVAC compressors and condensers, utility lines and outlets, electrical and plumbing fixtures, pipes, ducts, utility chases, channels, air compressors and condensers, air handling systems, controls, fans, humidifiers or dehumidifiers, registers, diffusers, and all other related equipment required to provide heating, air conditioning, hot or cold water, electrical or other utility services solely to the Unit, wherever located. A Unit does not include any of the structural components of the Unit or the utility or service lines, fireplace flues, pipes, ducts or utility chases serving another Unit which penetrate or are located inside the space created by the perimeter Unfinished Walls, Unfinished Ceilings, and Unfinished Floors bounding the Unit (all of which shall be Common Elements whose upkeep and maintenance shall be the responsibility of the Association).

2.5.5. An Owner has the right to affix to the interior surface of the perimeter walls, ceilings, and floors of such Owner's Unit usual electrical wiring or fixtures, wall ornaments, and similar accessories if such action complies with applicable codes and does not damage any structural element, Common Elements, another Unit, or any equipment or system serving another Unit or Common Elements.

Section 2.6. Units for Phase 1. The Units are shown and identified graphically in the Plans.

2.6.1. Each Unit is generally described as follows:

2.6.1.1. Unit 112 contains a living area, two bedrooms, two and half baths, and a kitchen, containing approximately 1108 square feet of heated Unit area, and a terrace containing approximately 159 square feet of unheated Limited Common Element Area, for a total of approximately 1267 square feet. Unit 112 also has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.2. Unit 118 contains a living and dining area, one bedroom, one and half baths, a kitchen, and a laundry room, containing approximately 1117 square feet of heated Unit area, and a terrace containing approximately 159 square feet of unheated Limited Common Element area, for a total of approximately 1276 square feet. Unit 118 also has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.3. Units 113 and 117 each contain a living and dining area, one bedroom, den/guest room, two baths, a kitchen, pantry, and laundry room, containing approximately 1440 square feet of heated Unit area, and a terrace containing approximately 159 square feet of unheated Limited Common Element area, for a total of approximately 1599 square feet. Units 113 and 117 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.4. Units 114 and 116 each contain a living and dining area, one bedroom, one and one-half baths, a kitchen, pantry, and laundry room, containing approximately 2381 square feet of heated Unit area, and a terrace containing approximately 159 square feet of unheated Limited Common Element area, for a total of approximately 2540 square feet. Units 114 and 116 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.5. Units 123 and 127 each contain a living and dining area, two bedrooms, two and one-half baths, a kitchen, pantry, and laundry room, containing approximately 1460 square feet of heated Unit area, and a terrace containing approximately 159 square feet of unheated Limited Common Element area, for a total of approximately 1619 square feet. Units 123 and 127 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.6. Units 124 and 126 each contain a living and dining area, two bedrooms, two and one-half baths, a kitchen, pantry, and laundry room, containing approximately 1401 square feet of heated Unit area, and a terrace containing approximately 159 square feet of unheated Limited Common Element area, for a total of approximately 1560 square feet. Units 124 and 126 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.7. Units 122, 128, 132, 138, 142, 148, 152 and 158 each contain a living and dining area, two bedrooms, two and one-half baths, a kitchen, pantry, and laundry room, containing approximately 1927 square feet of heated Unit area, and a terrace containing approximately 134 square feet of unheated Limited Common Element area, for a total of approximately 2061 square feet. Units 122, 128, 132, 138, 142, 148, 152 and 158 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.8. Units 131, 139, 141, 149, 151, and 159 each contain a living, dining and music room area, two bedrooms, two and one-half baths, a den, a kitchen, pantry, and laundry room, containing approximately 2482 square feet of heated Unit area, and three terraces containing approximately 310 square feet of unheated Limited Common Element area, for a total of approximately 2792 square feet. Units 131, 139, 141, 149, 151, and 159 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.9. Units 111 and 119 each contain a living, dining and music room area, two bedrooms, three baths, den, a kitchen, pantry, and laundry room, containing approximately 2535 square feet of heated Unit area, and a terrace containing approximately 191 square feet of unheated Limited Common Element area, for a total of approximately 2726 square feet. Units 111 and 119 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.10. Units 121 and 129 each contain a living, dining and music room area, two bedrooms, two and half baths, a den, a kitchen, pantry and laundry room, containing approximately 2482 square feet of heated Unit area, and two terraces containing approximately 328 square feet of unheated Limited Common Element area, for a total of approximately 2810 square feet. Units 121 and 129 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.11. Units 136, 146 and 156 each contain a living and dining area, three bedrooms, three and one-half baths, a kitchen, and laundry room, containing approximately 2318 square feet of heated Unit area, and two terraces containing approximately 268 square feet of unheated Limited Common Element area, for a total of approximately 2586 square feet. Units 136, 146 and 156 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.12. Units 134, 144 and 154 each contain a living and dining area, three bedrooms, three and one-half baths, a kitchen, and laundry room, containing

approximately 2303 square feet of heated Unit area, and two terraces containing approximately 268 square feet of unheated Limited Common Element area, for a total of approximately 2571 square feet. Units 134, 144 and 154 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.13. Units 135, 145 and 155 each contain a living and dining area, three bedrooms, three and one-half baths, a den, a reading room, a library, a kitchen, pantry, and laundry room, containing approximately 3134 square feet of heated Unit area, and two terraces containing approximately 363 square feet of unheated Limited Common Element area, for a total of 3497 square feet. Units 135, 145 and 155 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.14. Units 161 and 169 each contain a living and dining area, two bedrooms, den, three baths, a kitchen, pantry, and laundry room, containing approximately 2473 square feet of heated Unit area, and two terraces (one of which is an open air rooftop terrace) containing approximately 1430 square feet of unheated Limited Common Element area, for a total of approximately 3903 square feet. Units 161 and 169 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.15. Units 163 and 167 each contain a living and dining area, den/media room, three bedrooms, three and one-half baths, a kitchen, pantry, and laundry room, containing approximately 2944 square feet of heated Unit area, and three terraces (one of which is an open air rooftop terrace) containing approximately 2120 square feet of unheated Limited Common Element area, for a total of approximately 5064 square feet. Units 163 and 167 each has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.1.16. Unit 165 contains a living and dining area, music room, three bedrooms, a study, reading room, three and one-half baths, a kitchen, pantry, and laundry room, containing approximately 3196 square feet of heated Unit area, and various terraces (including an open air rooftop terrace) containing approximately 2337 square feet of unheated Limited Common Element area, for a total of approximately 5533 square feet. Unit 165 has a Limited Common Element assigned parking space located on the Garage Level of the Building as shown on the Plans.

2.6.2. Boundaries: The boundaries of each Unit and certain Limited Common Elements shall be as follows:

2.6.2.1. Horizontal Unit Boundaries: The upper and lower horizontal boundaries of each Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

2.6.2.1.1. Upper Boundary: The horizontal plane of the bottom of the Unfinished Ceiling of each Unit. If any structural beam, air conditioning or heating duct, or any other structural component projects into the area surrounded by the perimeter Unfinished Walls, Unfinished Ceilings, and Unfinished Floors bounding a Unit, the upper boundary of that part of the Unit shall be the horizontal plane of the unfinished and undecorated surface of such projecting area.

2.6.2.1.2. Lower Boundary: The horizontal plane of the upper surface of the Unfinished Floor slab of each Unit. If any structural beam, air conditioning or heating duct, or any other structural

component projects into the area surrounded by the perimeter Unfinished Walls, Unfinished Ceilings, and Unfinished Floors bounding a Unit, the lower boundary of that part of the Unit shall be the horizontal plane of the unfinished and undecorated upper surface of such projecting area.

2.6.2.2. Vertical Unit Boundaries: The vertical boundaries of each Unit shall be the vertical plane of all unfinished and undecorated inner surfaces of all Unfinished Walls and all doors and windows within Unfinished Walls ("perimeter doors and perimeter windows") bounding the Unit, extended to their intersections with the upper and lower horizontal boundaries of such Unit. If any structural beam, air conditioning or heating duct, or any other structural component projects into the area surrounded by the Unfinished Walls, perimeter doors or perimeter windows bounding the Unit, the vertical boundary of that part of the Unit shall be the vertical plane of the unfinished and undecorated inner surface of such projecting area.

2.6.2.3. Terraces and Rooftop Decks: A terrace or rooftop deck abutting a Unit which is accessible by a door from such Unit is a Limited Common Element appurtenant to such Unit and its use is restricted to such Unit. Maintenance and repair of the surfaces, pavers, bedding material, drains, piping, membranes and waterproofing materials, deck walls and deck railings shall be the responsibility of the Association. Owners who have the right to use terraces or rooftop decks as Limited Common Elements may place appropriate outdoor furniture and equipment on the terrace or rooftop deck if (i) the existence or use of such furniture or equipment does not impair the structural or watertight integrity of the Building or block drains, and (ii) such usage complies with applicable governmental codes and such rules or regulations as are established by the Association from time to time. If the Association is required to expend any funds to maintain or repair a terrace or rooftop deck that is caused by the negligence or intentional act of the Owner of the Unit or the Owner's tenants or invitees (as determined by the Board), the Association may levy a Special Assessment against the Owner of the Unit to reimburse the Association for the funds expended or to be expended by the Association.

2.6.2.4. Windows and Doors in Perimeter Walls as Limited Common Elements: Except as set forth in Section 2.5.4(iii), above, all windows, window frames, window screens, doors, door frames, and exterior door hardware that are located in the perimeter Unfinished Walls of a Unit together with the perimeter Unfinished Walls of the Unit (cumulatively, "Perimeter Elements") shall constitute Limited Common Elements for such Unit whose maintenance and repair shall be the responsibility of the Association. If the Association is required to expend any funds to maintain or repair Perimeter Elements that is caused by the negligence or intentional act of the Owner of the Unit or the Owner's tenants or invitees (as determined by the Board), the Association may levy a Special Assessment against the Owner of the Unit to reimburse the Association for the funds expended or to be expended by the Association.

2.6.2.5. Piping and Wiring. Regardless of whether or not the pipe, wire or other conduit is within the perimeter of a Unit, except as set forth in Section 2.5.4, above, all pipes, wires or other conduits running to or from mechanical, electrical, heating, air conditioning or ventilation systems, television, telephone, water and sewer installations, including those which branch off from or run from a common pipe, wire or other conduit serving more than one Unit, shall be a Common Element until they connect to the distribution element servicing only the Unit, at which point they become part of the Unit. For example, the plumbing manabloc, electrical breaker box and cable television branch box serving only one Unit shall be part of that Unit. The upkeep and maintenance of such boxes, pipes, wires or other conduits after the distribution point shall be the responsibility of the Owner of the Unit. All other pipes, wires or other conduits are part of the Common Elements and the upkeep and maintenance of the same shall be the responsibility of the Association.

2.6.2.6. Mechanical Areas and HVAC Components. The mechanical area or mechanical closet within each Unit and refrigerant lines serving only the Unit shall be part of the Unit. The HVAC condenser or compressor system on the roof of the Building which is assigned to the Unit and all lines between such system and the Unit that only serve the Unit shall be part of the Unit.

2.6.2.7. Load Bearing Wall and Columns within Unit. All load-bearing walls and columns located within a Unit constitute Common Elements. If a load-bearing wall or column has non-loadbearing

studs, insulation or drywall attached to it, the non-loadbearing studs, insulation or drywall are part of the Unit.

2.6.2.8. Removal of Non-Load Bearing Walls. An Owner, including Declarant, may remove all or a portion of any non-load-bearing wall located within the perimeter walls bounding the Unit if the Owner obtains the prior written approval of Declarant (prior to the Turnover Date as defined in Section 3.5) and the Board (following the Turnover Date). Such approval shall be given to the Owner upon a determination by Declarant (or the Board, as applicable) that the wall is in fact non-load-bearing and non-structural and that its removal shall not cause any harm or damage to the Owner's Unit, other Units in the Buildings or the Buildings themselves, and upon the Owner agreeing to be solely responsible for all losses, costs and liabilities which may arise on account of or in connection with the wall's removal. Declarant or the Board, as applicable, may impose reasonable conditions upon such approval, including, but not limited to, the requirement for liability and/or property damage insurance insuring the Association or other Owners. The removal of all or a portion of any non-load-bearing wall shall not have the effect of changing the type of Unit, the statutory value attributable to the Unit and the Percentage Interest attributable to the Unit.

2.6.2.9. Connection of Adjacent Units Owned by Same Owner. If two or more adjacent Units are owned by the same Owner, the Owner may, at his sole expense and with the prior written approval of Declarant (prior to the Turnover Date) and the Board (following the Turnover Date), construct one or more doorways and doors to connect the adjacent Units in accordance with applicable codes, such as building and fire codes. At the time of the construction of the doorway and door, the Owner shall enter into an agreement with the Association, in which the Owner shall agree to remove the doorway and door and restore the Units to their original configuration or a habitable condition meeting applicable code requirements if one of the Units owned by the Owner is sold separately from the adjacent Unit. The agreement shall provide that such removal and restoration shall be completed to the Board's reasonable satisfaction prior to the sale of either of the Units. If the Owner sells both of the Units together to the same purchaser, the new Owner must agree in writing to be bound by this provision, and shall enter into a similar agreement with the Association.

2.6.2.10. Subdivision of Units or Change of Boundaries by Declarant. The Declarant may subdivide or combine Units or change the boundaries of Units prior to the Turnover Date, with the consent of those Unit Owners directly affected, as long as such subdivision or combination or boundary change does not have the effect of changing the Percentage Interests attributable to the other non-affected Units in the Regime. In the event of a Unit subdivision, combination, or boundary change made under this Section, Declarant shall amend this Master Deed and shall include any and all adjustments and modifications to the Plans and Percentage Interests applicable to the affected Units.

2.6.2.11. Membership Rights and Percentage Interests. The ownership of each Unit shall encompass, and there shall pass with each Unit as appurtenances thereto, whether or not separately described, all of the rights, title and interest of an Owner in the Condominium Property, which shall include but not be limited to the following:

2.6.2.11.1. Membership in the Association shall be composed of all Owners. Membership in the Association shall include the right to vote on all matters that under the Master Deed, the Bylaws, and/or the Act are to be decided by the Owners. Each Owner shall be entitled to a vote equal to the Owner's Percentage Interest in the Common Elements, as set forth in Exhibit E; and

2.6.2.11.2. The Owner's undivided Percentage Interest in the Common Elements, shall be the percentage allocated to each Unit as set forth in Exhibit E.

Section 2.7. Unit Types for Phase 2 and/or Phase 3. Declarant reserves the right to use the same or different Unit types as in Phase 1 if Declarant elects to proceed with construction of Phase 2 and/or Phase 3 of the Regime. If Declarant decides to subject all or any portion of the Additional Land to the Regime and this Master Deed, Declarant shall amend and supplement this Master Deed by filing new Floor Plans and describing the new Unit types and by recording a supplement to this Master Deed in the County RMC Office.

Section 2.8. General Common Elements.

2.8.1. Composition. General Common Elements shall consist of all Land and Improvements (excluding Improvements specifically identified as part of Units, Limited Common Elements or Shared Limited Common Elements in Sections 2.6, 2.9, or 2.10, or other provisions of this Master Deed), including, but not limited to: exterior walls and other load bearing walls, floor joists, foundations, columns, girders, beams, supports, roofs, and other structural elements of all Buildings; windows, screens and doors (except windows and doors that only serve one Unit and are entirely within such Unit, as set forth in Section 2.5.4); front desk areas; lobbies; concierge desks and offices; mail box kiosks or areas; Common Areas; furniture and fixtures in Common Areas; exterior parking areas; parking areas and garage storage areas; fire escapes; fire and safety equipment and systems; systems serving more than one Unit, such as entry and security systems; emergency generators for providing power for Common Areas; rooftop HVAC condensing units and related equipment for Common Areas; halls and corridors (but not hallways or corridors of Buildings which serve one or more, but less than all Units, which shall be Shared Limited Common Elements pursuant to Section 2.10, below); stairways and stair landings; central wiring, equipment and other facilities for electrical, gas, water, telephone, television, telecommunications and similar services serving more than one Unit; elevators (which shall not preclude the designation by the Board of elevators serving less than all Units as Shared Limited Common Elements); service or storage closets not part of Units; detention ponds; pool and exercise facilities in common use by all the Owners; Common Area landscaping; and all other areas and elements of the Buildings, Land and Improvements which are in common use by all the Owners. General Common Elements shall not include any personal property, furniture and furnishings of Owners or persons other than the Association that are located within the Common Elements.

2.8.2. Storage and Parking Spaces. The Association, through the Board, has the authority to assign and reassign all General Common Element and Limited Common Element storage and parking spaces, both inside and outside the garage, to Unit Owners at its sole discretion. Unless otherwise expressly stated by the Association, the assignment or reassignment of a storage space or parking space entitles an Owner to exclusive use of a storage space or a parking space but does not create any vested right in the storage space or parking space or change its classification from a General Common Element to a Limited Common Element. Therefore, the assignment of storage areas or parking spaces by the Association is conditional and is at all times subject to change by the Association and the terms and conditions of this Master Deed, the Bylaws, and the Rules and Regulations of the Association. The Association may charge usage fees for the assignment or leasing of parking spaces and storage areas.

Section 2.9. Limited Common Elements. Limited Common Elements are those Common Elements which are designed to serve less than all the Units to the exclusion of other Units and which are located outside a Unit and the party walls between two Units, including, but not limited to, doorsteps, shutters, window boxes, terraces, rooftop decks, patios, and exterior doors and windows. Limited Common Elements are limited in their use to the particular Unit to which they are assigned. The Board has the authority to execute, acknowledge, deliver and record, on behalf of the Owners of Units affected by such Limited Common Elements, easements, rights-of-way, licenses and similar interests affecting the Limited Common Elements. Unless specifically set forth in this Master Deed, the repair and maintenance of Limited Common Elements (including Shared Limited Common Elements) shall be the responsibility of the Association.

Section 2.10. Shared Limited Common Elements. Shared Limited Common Elements are Limited Common Elements which serve some, but less than all Units. Examples of Shared Limited Common Elements are shown on the Plans, and include, but are not limited to, the following: (a) the elevators that serve less than all Units in a Building; (b) the breezeways or corridors on each floor of a Building that serve as access to only those Units which front on such breezeway or corridor; and (c) access ramps.

2.10.1. Elevator 01 is a Shared Limited Common Element serving Units 111, 112, 113, 114, 121, 122, 131, 132, 141, 142, 151, 152, and 161.

2.10.2. Elevator 02 is a Shared Limited Common Element serving Units 111, 112, 113, 114, 123, 124, 134, 144, 154, and 163.

2.10.3. Elevator 03 is a Shared Limited Common Element serving Units 116, 117, 118, 119, 126, 127, 135, 136, 145, 146, 155, 156, 165, and 167.

2.10.4. Elevator 04 is a Shared Limited Common Element serving Units 116, 117, 118, 119, 128, 129, 138, 139, 148, 149, 158, 159, and 169.

2.10.5. There Is a Shared Limited Common Element Corridor/Breezeway serving Units 111, 112, 113, and 114.

2.10.6. There is a Shared Limited Common Element Corridor/Breezeway serving Units 116, 117, 118, and 119.

2.10.7. There is a Shared Limited Common Element Corridor/Breezeway serving Units 121, 122, 123, and 124.

2.10.8. There is a Shared Limited Common Element Corridor/Breezeway serving Units 126, 127, 128, and 129.

2.10.9. There is a Shared Limited Common Element Corridor/Breezeway serving Units 131, 132, 134, and 135.

2.10.10. There is a Shared Limited Common Element Corridor/Breezeway serving Units 135, 136, 138, and 139.

2.10.11. There is a Shared Limited Common Element Corridor/Breezeway serving Units 141, 142, 144, and 145.

2.10.12. There is a Shared Limited Common Element Corridor/Breezeway serving Units 145, 146, 148, and 149.

2.10.13. There is a Shared Limited Common Element Corridor/Breezeway serving Units 151, 152, 154, and 155.

2.10.14. There is a Shared Limited Common Element Corridor/Breezeway serving Units 155, 156, 158, and 159.

2.10.15. There is a Shared Limited Common Element Corridor/Breezeway serving Units 161, 163, and 165.

2.10.16. There is a Shared Limited Common Element c orridor/Breezeway serving Units 165, 167, and 169.

Amended Master Deed Section 4.8 (Special Individual Assessments)

Section 4.8. Special Individual Assessments. If the Association determines that an Owner has failed to perform any obligation of the Owner under this Declaration, the Owner shall be liable for all costs and expenses incurred or to be incurred by the Association in connection with such failure to perform. In such event, the Association shall give such Owner or Owners written notice of the obligation that has not been performed, the general nature of the costs and expenses that the Association has incurred or, to the extent then

known, will incur as a result of the failure to perform, and, to the extent then known, the amount of such costs and expenses. The costs and expenses incurred or to be incurred by the Association shall be paid by the Owner or Owners as a Special Individual Assessment (or Assessments) within fourteen (14) days after delivery of the notice from the Association, or over such longer period as may be approved by the Board of Directors in its sole discretion. Any Special Individual Assessment not paid in a timely manner shall become a lien against the Unit(s) in the same fashion as any other Assessment levied under this Article IV, and shall be subject to late charges and interest, as previously provided. If the actual costs and expenses incurred by the Association are less than the Special Individual Assessment paid by the Owner or Owners, any excess payment shall be promptly refunded to the applicable Owner or Owners.

Amended Master Deed Sections 5.3.2 and 5.18 (Maintenance)

5.3.2 Maintenance of Unit. Each Owner shall keep his Unit in a good state of maintenance and repair, and shall repair and replace when necessary, at his expense, portions of the Unit which are within the boundaries of the Unit.

5.18. Maintenance of Common Elements. Maintenance, repair and replacement of General Common Elements, Limited Common Elements and Shared Limited Common Elements, and the making of any additions or improvements thereto, shall be in accordance with the Act, this Master Deed and the Bylaws.

Amended Master Deed Article VII (Association and Owner Insurance)

Section 7.1. General. The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts hereafter provided, including insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to other horizontal property regimes similar in construction, design and use, which insurance shall be governed by the provisions of this Article VII. The Board may obtain multiple insurance policies (e.g., covering individual Buildings/Phases) at its discretion as long as the requirements of this Article are fully met.

Section 7.2. Coverage. For the benefit of the Association and the Owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the Association's funds as a Common Expense, the following types of insurance coverage:

7.2.1. Property and Casualty Coverage.

7.2.1.1. Master Casualty Insurance Policy. A master policy or policies of casualty insurance on all Units, General Common Elements, Limited Common Elements, Shared Limited Common Elements, and all personal property owned by the Association located on the Condominium Property, and, if available at reasonable cost, as determined by the Board of Directors, written on a "broad form" "all-risk basis," with special extended coverage, use and occupancy coverage, and a replacement cost endorsement, for no less than one hundred percent (100%) of the replacement value of all Units, General Common Elements, Limited Common Elements, Shared Limited Common Elements, and all Association personal property located therein, and such other fire, flood, earthquake, property damage and casualty insurance as the Board of Directors shall deem necessary for the protection of the Owners and their Mortgagees, as their respective interests appear; including, without limitation, fixtures, cabinets, windows and doors, counters, appliances, shelving and the like initially installed in the Units by the Declarant, and replacements thereof up to the value of those initially installed by the Declarant, together with all air conditioning and heating equipment servicing the Condominium Property and the Units; but

not including (i) wall coverings, interior improvements, betterments, or additions not initially supplied or installed by Declarant that exceed the value of wall coverings, interior improvements, betterments, or additions initially supplied or installed by Declarant, (ii) land, excavation, or other items normally excluded from coverage, and (iii) furniture and other personal property of Owners and lessees of Owners, their families, invitees and guests. The policy or policies shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for each Owner in direct ratio to each Owner's Percentage Interest based on the Total Percentage Interest, and shall provide for a separate loss payable endorsement in favor of the Mortgagee or Mortgagees of each Unit, if any; provided, however, that notwithstanding such loss payable endorsement, the appropriate application of all proceeds recovered thereunder shall be reasonably determined by the Board of Directors, in its sole discretion. If obtainable, the policy or policies shall also contain provisions waiving (a) the right of the insurer to subrogation against the Association, the Association Manager, the Board, and against the individual Owners; and (b) any rights of the insurer to contribution from hazard insurance policies purchased by the Owners upon the contents and personal property contained within their Units. Deductible amounts as may be commercially available for such insured perils may be determined by the Board in its sole discretion, but any 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 therefor.

7.2.1.2. Owner Casualty Insurance Policies. In addition to the master policies referenced in Section 7.2.1.1, an Owner may obtain, at the Owner's sole discretion and expense, casualty insurance on (i) furniture, (ii) wall coverings, interior improvements, betterments, or additions that exceed the value of wall coverings, interior improvements, betterments, or additions initially supplied or installed by Declarant, and (iii) other personal property of Owners and lessees of Owners, their families, invitees and guests. To the extent that the master casualty insurance policies referenced in Section 7.2.1.1 apply to any property that is also covered by the additional casualty insurance policy obtained by Owner, the master casualty insurance policies referenced in Section 7.2.1.1 shall be the primary coverage and the Owner's casualty insurance policy shall be the secondary coverage.

7.2.2. Comprehensive General Liability Coverage.

7.2.2.1. Master Liability Insurance Policy. A master policy or policies, insuring the Association, its Board of Directors, the Owners and Association Manager against any liability to the public and Owners and their invitees or tenants, occurring in, on, or about the Units, Common Elements, Limited Common Elements, Shared Limited Common Elements or any part thereof, arising out of, or incident to, the ownership or any use of the Condominium Property, and including the personal liability of the Owners. Limits of liability under such insurance shall be not less than One Million Dollars (\$1,000,000.00) written on a combined single limit basis. In addition, the Board shall maintain an umbrella comprehensive general liability policy for not less than Four Million Dollars (\$4,000,000.00), and shall provide cross liability endorsements wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured. Such limits and coverage shall be reviewed at least annually by the Board of Directors and may be increased in its sole discretion.

7.2.2.2. Owner Liability Insurance Policies. In addition to the master policies referenced in Section 7.2.2.1, an Owner shall obtain, at the Owner's sole expense, additional insurance against any liability for personal injury or property damage, occurring in, on, or about the Owner's Unit, arising out of, or incident to, the ownership or any use of the Unit, and including the personal liability of the Owners. Limits of liability under such

insurance shall be not less than Five Hundred Thousand Dollars (\$500,000.00) or such greater amount as is determined from time to time by the Board of Directors. The Board of Directors may, but shall not be required to, determine a maximum deductible for such liability insurance policy. The liability insurance policy shall name the Association as an additional insured. The Board of Directors may require that an Owner provide to the Association from time to time a copy of the insurance binder or policy for the Owner's liability insurance coverage, or other evidence of the required coverage as is satisfactory to the Board of Directors. If an Owner fails to obtain and provide evidence of the required Owner's liability insurance coverage, the Board of Directors may, in its sole discretion, obtain the required Owner's liability insurance policy, and the cost of such policy shall be paid to the Association by the Owner as a Special Individual Assessment within fourteen (14) days after delivery of notice from the Association, or over such longer period as may be approved by the Board of Directors in its sole discretion. To the extent that the master liability insurance policies referenced in Section 7.2.2.1 apply to any event, the Owner's liability insurance coverage shall be the primary coverage and the master liability insurance policies referenced in Section 7.2.2.1 shall be the secondary coverage.

7.2.3. Waiver of Subrogation in Owner Policies. Unless expressly approved by the Board of Directors, all insurance policies of Owners shall include provisions waiving (a) any right of the insurer for subrogation of claims against the Association, Association Manager, and individual Owners, as well as their agents, employees, customers, business invitees, licensees, tenants and guests; and (b) any right of the insurer to contribution or pro-rata because of the master policy.

7.2.4. Workers' Compensation. Workers' Compensation Insurance to the extent necessary to comply with the requirements of any applicable laws.

7.2.5. Flood Insurance. At the Board's discretion and as necessary to comply with governmental requirements, the Association may maintain a "blanket" policy of flood insurance.

7.2.6. Fidelity Coverage. At the Board's discretion, the Association or the Association Manager shall maintain fidelity insurance coverage in amounts acceptable to the Board.

7.2.7. Other Insurance. Such other types of insurance or coverages that the Board, in its sole discretion, deems advisable and in the best interests of the Association.

7.2.8. Insurance Underwriter. All policies shall be written by a company or companies, with a Best's Rating of no less than A, and falling into a financial category of no less than Class X.

7.2.9. Adjustment of Losses. Exclusive authority to adjust losses under policies hereafter in force on the Condominium Property shall be vested in the Association or its authorized representative acting on behalf of all insureds, including Owners and their Mortgagees.

7.2.10. Contribution. Except as stated in 7.2.2.2, in no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by Owners or their Mortgagees. The Association's insurance coverage shall be primary.

7.2.11. Owner's Insurance. Each Owner shall obtain additional

insurance at his own expense as per Section 7.2.12 herein, provided, however, that no Owner shall 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 the Owners, may realize under any insurance policy that the Board of Directors may have in force on the Condominium Property at any particular time.

7.2.12. Fidelity Bonds. A fidelity bond naming the directors and officers of the Association, Association Manager, and such other persons as may be designated by the Board as principals, and the Association and the Owners as obligees, in an amount that is no less than the lesser of (a) fifty percent (50%) of the annual operating budget for each year, as determined by the Board, or (b) the actual cash balance in the accounts of the Association at the end of the preceding fiscal year.

7.2.13. Policy Provisions. The Association shall make reasonable effort to secure insurance policies containing the following provisions:

7.2.13.1. A waiver of (a) subrogation by the insurer as to any claim against the Association, Association Manager, Owners and their respective employees, servants, heirs, personal representatives, successors, agents and assigns; and (b) any right of the insurer to contribution or pro-rata because of the master policy;

7.2.13.2. A provision that the master policy on the Condominium Property cannot be canceled, invalidated or suspended on account of the conduct of any Owner, the Association, any director, officer or employee of the Association, or Association Manager, without demand in writing thirty (30) days prior to such cancellation, invalidation or suspension that the Association, the Board or Association Manager cure the defect and notice of the failure thereof to do so within such period;

7.2.13.3. A provision that the insurer issue certificates of insurance specifying the portion of the master casualty insurance policy allocated to each Owner's interest;

7.2.13.4. A provision that the insurance coverage cannot be cancelled, non-renewed or materially modified without at least thirty (30) days prior written notice to the Board and to each Mortgagee insured under the loss payable clause thereof; and

7.2.13.5. Such other provisions as the Association, on behalf of the Owners, deems necessary, appropriate and/or beneficial.

7.2.14. Annual Review. At least annually, the Board of Directors shall review all insurance carried by the Association. Such review may include a review of all Improvements within the Condominium Property by a professional insurance agent, broker or risk manager designated by the Board of Directors.

Amended Master Deed Section 8.1 (Casualty Loss)

Section 8.1. Casualty Loss. In the event of fire, casualty or any other loss or damage to the Condominium Property, the Board shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Condominium

Property in accordance with the provisions of this Article VIII. Repair or reconstruction shall be mandatory unless eighty percent (80%) of the Owners, based on the Total Percentage Interest, including those Owners whose Units are not to be rebuilt, vote not to rebuild. If the Owners vote not to rebuild, the Owners, as evidenced by the approval of at least eighty percent (80%) of the Owners, based on the Total Percentage Interest, and Mortgagees shall agree upon an equitable distribution of the insurance proceeds to the Owners, based on each Owner's Percentage Interest. In the absence of such agreement, the proceeds will be distributed according to South Carolina law.

Amended Master Deed Article IX (Maintenance and Alteration of Common Elements)

Section 9.1. Maintenance of Common Elements. The maintenance and operation of the Common Elements shall be the responsibility of the Association and shall be a Common Expense. If the Association is required to expend any funds to maintain or repair a Common Element that is caused by the negligence or intentional act of the Owner of the Unit or the Owner's tenants or invitees (as determined by the Board), the Association may levy a Special Assessment against the Owner of the Unit to reimburse the Association for the funds expended or to be expended by the Association.

Section 9.2. Alteration of Common Elements. After the completion of the Common Elements, unless otherwise required by law, without the prior written approval of seventy-five percent (75%) of the Owners, there shall be no material alteration, disposal or conveyance of the same other than for repair, maintenance, improvement or replacement that is approved by the Board of Directors; provided, however, that as long as Declarant owns any Units, Declarant shall have the right to make such minor alterations to the Common Elements as is necessary for the enhancement, protection, and effective marketing of the Condominium Property.

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



RECORDED

Filed By:

SIMONS & DEAN ATTY AT LAW
147 WAPPOO CREEK DR
STE 604
CHARLESTON SC 29412

MAKER:

TIDES HPR OA INC

RECIPIENT:

N/A

Original Book:

C633

Original Page:

488

Note:

of Pages: 17

Recording Fee	\$ 10.00
State Fee	\$ -
County Fee	\$ -
Extra Pages	\$ 12.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 22.00

DRAWER Drawer 1
CLERK KLH

AUDITOR STAMP HERE

RECEIVED From RMC

OCT 09 2015

Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP

DATE



0509
Book



477
Page



10/08/2015
Recorded Date



17
Pgs



C633
Original Book



488
Original Page



D
Doc Type



12:17:02
Recorded Time