

STATE OF SOUTH CAROLINA ) SECOND AMENDMENT TO MASTER DEED  
 )  
 1 ESTABLISHING EAST BAY & ELLIOTT  
 COUNTY OF CHARLESTON ) 1 HORIZONTAL PROPERTY REGIME

WHEREAS, 101 EAST BAY, LLC (the "Developer") submitted certain property located at the corner of East Bay Street and Elliott Street, in the City of Charleston, Charleston County, South Carolina (the "Property") to the East Bay & Elliott Horizontal Property Regime pursuant to a master deed entitled "Master Deed Establishing East Bay & Elliott Horizontal Property Regime," dated August 16, 2001 and recorded in the RMC Office for Charleston County, SC at Book A-380, Page 246, which has been subsequently amended as evidenced by First Amendment to Master Deed Establishing East Bay & Elliott Horizontal Property Regime dated June 19, 2004, and recorded June 28, 2004, at Book Z-499, Page 583, (as amended, the "Master Deed"); and

WHEREAS, the co-owners at a duly called meeting have further amended the Master Deed and such amendment will not be effective until recorded in the RMC Office for Charleston County, South Carolina.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned officer of East Bay & Elliott Homeowner's Association, Inc. hereby certifies that by affirmative vote of the co-owners of more than sixty-six and two-thirds per cent (66 2/3%) in interest of the Property as based on percentage interests set forth in Exhibit E attached to the Master Deed, cast at a meeting duly held in accordance with the provisions of the By-Laws, the co-owners have adopted the following amendment to the Master Deed Establishing East Bay & Elliott Horizontal Property Regime:

1. Section 7 of the Master Deed is amended and restated to delete the parenthetical phrase in Section 7 of the Master Deed as originally recorded at page 5, at the fifth and sixth lines thereof, and which read "(including but not limited to the limited common elements associated with each Apartment)" and to amend and restate said Section 7 as follows:

7. **EXPANDED DESCRIPTION OF APARTMENTS:** In addition to the description of each Apartment as provided at Section 4 and as may be seen by reference to exhibits attached hereto, including without limitation Exhibits C and D, each Apartment is described as being bounded by the unfinished surfaces of its lowermost floor, uppermost

ceiling and parametric walls. Specifically included within each Apartment are the finished surfaces of the Apartment, paint, plaster, wall paper, tiles, paneling, sheet rock or other dry wall material, acoustical or ceiling tile, carpeting, interior non-load bearing walls and spaces between interior floors, stairs and stair wells serving only an individual Apartment, all as contained within the boundaries of each Apartment as shown on floor plans attached hereto, together with all interior doors, the main entrance door or doors, garage door or doors, window panes, window frames, sliding glass door frames and sliding glass plates, window screens and frames, light fixtures, installed bathroom and kitchen appliances, HVAC system and interior piping and wiring in connection therewith serving an individual Apartment, elevator and elevator shaft and related elevator equipment serving only an individual Apartment, and installed heating devices, plumbing, wiring, cabling and attachments measured from the interior of the Apartment to but not including the point, if any, at which such devices cease to serve only an individual Apartment. Each Apartment includes the garage level parking area (including the finished floor as originally constructed to the point of contact with the ground) as well as the three-finished level residential areas and any associated attic space. The attic space which is a part of each Apartment is bounded by the lowermost surface of roof joists, supporting timbers, supporting materials, roofing and subroofing materials and by the unfinished surface of parametric walls and includes roof insulation and side wall insulation, if any, which is capable of removal without structural damage; the attic area does not include such roof joists, supporting timbers, supporting materials, roofing and subroofing materials, all of which constitute general common elements. Specifically excluded from each Apartment are load-bearing columns and supports, if any, located within the area bounded by the parametric walls, lowermost floor and uppermost ceiling of an Apartment. The owner of each Apartment shall be responsible for maintenance, upkeep and repair of the Apartment and its appurtenances, subject to rules, regulations, covenants, and conditions set forth or incorporated herein by reference, if any. Notwithstanding ownership of the Apartment, no Apartment owner may take any action which does or might change the exterior appearance of the Property without the written consent of the Association, which consent may be withheld in the discretion of the Association. Walls separating Apartments, except for the finished portions thereof, are common elements; nevertheless, the co-owner of Apartments which are adjacent shall have the right and easement (exercisable after ten business days written notice to the Association specifying in reasonable detail the nature and extent of the work to be done) to cut apertures in such walls, and shall have the right and easement in said aperture for ingress, egress and access to and from each Apartment and shall have the right and easement to construct stairs or other connecting devices in said aperture between Apartments; Provided, that in exercising such right any such co-owner shall not interfere with any water, sewer, electrical or other lines or common elements in a manner detrimental to the use and enjoyment of other Apartments or to the detriment of the structural integrity of any building.

2. Except as specifically amended herein, the Master Deed (as previously amended by written instrument recorded as set forth above) shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned as the Managing Director of the Association has executed this Second Amendment to Master Deed Establishing East Bay & Elliott Horizontal Property Regime this 11<sup>th</sup> day of February, 2005.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

William Bala  
Kathleen Long

East Bay & Elliott Homeowner's  
Association, Inc.

By William H. Miller  
William H. Miller,  
Its Managing Director

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 2005, by East Bay & Elliott Homeowner's Association, Inc., acting herein by William H. Miller, its Managing Director, on behalf of the said corporation.

William Bala (SEAL)  
Notary Public for South Carolina  
My Commission Expires 10-7-2007  
[Affix official notarial seal or stamp]

**RECORDER'S PAGE**

This page Must remain with the original document.



EX R 525PG512

*Amend #10*

**Recording**

Fee 10.00

State           

Fee           

County           

Fee           

Postage           

TOTAL 10.00

*A*

YOUNG CLEMENT RIVERS, LLP

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FILED

*R525-509*

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CHARLIE DEBBAND  
RECORDER  
CHARLESTON COUNTY SC

**PID VERIFIED  
BY ASSESSOR**  
REP *ML*  
DATE *3/2/05*

RECEIVED FROM RMC  
          2 2005            
PEGGY A. MOSELEY  
CHARLESTON COUNTY AUDITOR