

Phase 3 and Corrections to M/D

WHEREAS, Tennis Club Villas Company Limited (subsequently referred to as "Grantor"), a corporation duly organized and existing under the laws of the territory of the British Virgin Island, is the sole owner of the fee simple title to property located in Charleston County, South Carolina as hereinbelow described, and desires to submit that property as specifically described herein to be a part of Tennis Club Villas Horizontal Property Regime as the third phase thereof, and subject said property to the easements, covenants, and restrictions to run with the land as herein contained; and

SECOND SUPPLEMENTAL DECLARATION TO MASTER DEED

WHEREAS, Grantor previously established the Tennis Club Villas Horizontal Property Regime by execution and recording of a Master Deed dated October 20, 1982, and recorded in the R.M.C. Office for Charleston County, South Carolina, on October 22, 1982, at Book S129, page 404 (subsequently referred to as "Master Deed"); and incorporated a second phase therein by execution and recordation of a First Supplemental Declaration to Master Deed of Tennis Club Villas Horizontal Property Regime dated November 22, 1982, and recorded in said R.M.C. Office on November 22, 1982, at Book Y129, page 346; and

WHEREAS, Article III of the Master Deed contains provisions whereby Grantor can elect to submit a third phase to Tennis Club Villas Horizontal Property Regime;

NOW THEREFORE, this Second Supplemental Declaration to the Master Deed of Tennis Club Villas Horizontal Property Regime is made by Grantor pursuant to the Horizontal Property Act of South Carolina (herein the "Act") and the Master Deed for the purpose of submitting the land hereinafter described and all improvements thereon to Tennis Club Villas Horizontal Property Regime, subject to the terms, provisions, covenants and restrictions in said Master Deed which has heretofore established Tennis Club Villas Horizontal Property Regime, said restrictions to run with the land submitted to the horizontal property regime.

N130-245

ARTICLE I NAME

Section 1.01 Name. The third phase (herein "PHASE THREE") property as described in Article II hereof shall hereafter be a part of Tennis Club Villas Horizontal Property Regime (herein "Regime").

SECTION 2.01
PROPERTY AND LAND

Section 2.01 Property and Land. The term Property as used in the Master Deed of Tennis Club Villas Horizontal Property Regime shall include the property heretofore subjected to the Master Deed and shall hereafter also mean and include the land herewith subjected to the Master Deed described in Section 2.02 below and all improvements and structures now existing or subsequently placed thereon and all easements, rights and appurtenances belonging thereto.

Section 2.02 Land. The term Land as used in the Master Deed shall include the land heretofore subjected to the Master Deed and shall also hereafter mean and include the land owned in fee simple absolute by Grantor described below which is herein being subjected to the Master Deed.

The Land heretofore subjected to the Master Deed is described as follows:

All that certain tract of land together with improvements thereon or to be constructed thereon, situate, lying and being on Kiawah Island, Charleston County, South Carolina, containing 1.12 acres, more or less, and designated as "Parcel A" and shown on a plat thereof by Gifford, Nielson and Williams, Surveyors, dated August 1, 1982 and having latest revision date of October 12, 1982, entitled "Plat of: Parcels A, B, C, Tennis Club Villas, and A Portion Of Tennis Club Lane" and recorded on October 15, 1982 in Plat Book AW, at page 46 in the R.M.C. Office for Charleston County, South Carolina and being more particularly shown on said plat and described as follows:

Commencing at a point marked by a concrete monument on the southeastern right-of-way line of Turtle Point Lane 596.42 feet west of the intersection of the southernmost right-of-way line of Green Dolphin Way measured along the southeastern right-of-way line of Turtle Point Lane, said point being the POINT OF BEGINNING; thence running S00°00'00"W 47.04 feet to a point marked by a concrete monument; thence running S08°16'02"W 118.23 feet to a point marked by a concrete monument; thence running S30°08'29"W 35.85 feet to a point marked by a concrete monument; thence running S59°26'51"W 167.42 feet to a point marked by a concrete monument; thence cornering and running S04°56'35"W 185.69 feet to a point marked by a concrete monument, said point having state plane coordinates of N281,522.002, E2,280,204.995; thence cornering and running N90°00'00"W 155.73 feet to a point on the southeasternmost right-of-way line of Tennis Club Lane, said point being marked by a concrete monument; thence cornering and running along the said right-of-way line of Tennis Club Lane 64.23 feet along the arc of a curved line concave to the northwest having a radius of 92.00 feet and a chord bearing of N31°30'00"E to a point marked by a concrete monument; thence continuing running along said right-of-way line N11°30'00"E 23.53 feet to a point marked by a concrete monument; thence continuing running along said right-of-way line 66.42 feet along the arc of a curved line concave to the southeast having a radius of 65.05 feet and a chord bearing of N40°44'54"E to a point marked by a concrete monument; thence continuing along said right-of-way line 263.51 feet along the arc of a curved line concave to the northwest having a radius of 197.00 feet and a chord bearing of N31°40'39"E to a point marked by a concrete monument; thence continuing along said right-of-way line N06°38'33"W 98.33 feet to a point marked by a

Concrete monument thence running along the southeastern right-of-way line of Turtle Point Lane 23.15 feet to a concrete monument; thence continuing along said right-of-way line 74.46 feet along the arc of a curved line concave to the south having a radius of 317.09 feet and chord bearing of N83°23'17"E to a point marked by a concrete monument; thence continuing along said right-of-way line 36.41 feet along the arc of a curved line concave to the north having a radius of 345.82 feet and a chord bearing of N87°06'00"E to a point marked by a concrete monument, said point being the POINT OF BEGINNING.

Parcel "A" is a portion of the property conveyed to the Grantor herein by deed of conveyance of Ronald D. Royal, et al. dated and recorded February 15, 1974, in Book U103, page 265 in the R.M.C. Office for Charleston County, S.C.

ALSO

All that certain tract of land together with improvements thereon or to be constructed thereon, situate, lying and being on Kiawah Island, Charleston County, South Carolina, containing 1.15 acres, more or less, and designated as "Parcel "B" and shown on a plat thereof by Gifford, Nielson and Williams, Surveyors, dated August 1, 1982 and having latest revision date of October 26, 1982, entitled "Plat of: Parcels A, B, C, Tennis Club Villas, And A Portion Of Tennis Club Lane" and recorded on November 18, 1982 in Plat Book AW, at page 72 in the R.M.C. Office for Charleston County, South Carolina and being more particularly shown on said plat and described as follows:

To locate the POINT OF BEGINNING, commence at a point marked by a concrete monument on the southeastern right-of-way line of Turtle Point Lane 596.42 feet west of the intersection of the southernmost right-of-way line of Green Dolphin Way measured along the southeastern right-of-way line of Turtle Point Lane; thence running along the southernmost right-of-way line of Turtle Point Lane 36.41 feet along the arc of a curved line concave to the north having a radius of 345.82 feet and a chord bearing of N87°06'00"E to a point marked by a concrete monument; thence continuing along said right-of-way line 74.46 feet along the arc of a curved line concave to the south having a radius of 317.09 feet and a chord bearing of N83°23'17"E to a point marked by a concrete monument; thence continuing along said right-of-way line 21.81 feet along the arc of a curved line concave to the southeast having a radius of 15.00 feet and a chord bearing of N35°00'33"E; thence running along the easternmost right-of-way line of Tennis Club Lane S06°38'33"E 98.33 feet to a point marked by a concrete monument; thence continuing along said right-of-way line 263.51 feet along the arc of a curved line concave to the northwest having a radius of 197.00 feet and a chord bearing of N31°40'39"E to a point marked by a concrete monument; thence continuing running along said southeasternmost right-of-way line of Tennis Club Lane 66.42 feet along the arc of a curved line concave to the southeast having a radius of 65.05 feet and a chord bearing of N40°44'54"E to a point marked by a concrete monument; thence continuing running along said right-of-way line N11°30'00"E 23.53 feet to a point marked by a concrete monument; thence continuing along said right-of-way line 64.23 feet along the arc of a curved line concave to the northwest having a radius of 92.00 feet and a chord bearing of N31°30'00"E to a point marked by a concrete monument, said point being on the southeastern right-of-way line of Tennis Club Lane which point is the intersection of said right-of-way line, the southwesternmost point of Parcel "A", and the northeasternmost point of Parcel "B", all as shown on the aforesaid plat, said point being the POINT OF BEGINNING; thence running S00°38'32"E 65.00 feet to a point marked by a concrete monument; thence running S29°39'55"W 112.00 feet to a point marked

...thence continuing along said right-of-way line 231.77 feet along the arc of a curved line concave to the northeast having a radius of 50.00 feet and a chord bearing of $S42^{\circ}47'39''E$ to a point marked by a concrete monument; thence continuing along said right-of-way line 22.41 feet along the arc of a curved line concave to the southeast having a radius of 15.00 feet and a chord bearing of $N47^{\circ}12'21''E$ to a point marked by a concrete monument; thence continuing along said right-of-way line $S90^{\circ}00'00''E$ 28.19 feet to a point marked by a concrete monument; thence continuing running along said right-of-way line 61.82 feet along the arc of a curved line concave to the northwest having a radius of 92.00 feet and a chord bearing of $N70^{\circ}45'00''E$ to a point marked by a concrete monument, said point being the POINT OF BEGINNING.

Parcel "B" is a portion of the property conveyed to the Grantor herein by deed of conveyance of Ronald D. Royal, et al. dated and recorded February 15, 1974, in Book U103, page 265 in the R.M.C. Office for Charleston County, S.C.

The Land hereby subjected to and made a part of Tennis Club Villas

Horizontal Property Regime is described as follows:

All that certain tract of land together with improvements thereon or to be constructed thereon, situate, lying and being on Kiawah Island, Charleston County, South Carolina, containing 1.29 acres, more or less, and designated as "Parcel "C" and shown on a plat thereof by Gifford, Nielson and Williams, Surveyors, dated August 1, 1982 and having latest revision date of October 26, 1982, entitled "Plat of: Parcels A, B, C, Tennis Club Villas, And A Portion Of Tennis Club Lane" and recorded on November 18, 1982 in Plat Book AW, at page 72 in the R.M.C. Office for Charleston County, South Carolina and being more particularly shown on said plat and described as follows:

To locate the point of beginning, commence at the point of intersection of the centerline of Tennis Club Lane and a line within the right-of-way of Turtle Point Lane running parallel to the southernmost right-of-way line of Turtle Point Lane 22 feet to the north thereof, thence running in a generally northwesterly direction along the centerline of Tennis Club Lane 19.18 feet along the arc of a curved line concave to the southwest having a radius of 134.05 feet and a chord bearing of $S17^{\circ}33'41''E$ to a point marked by an iron pin, thence continuing running along said centerline of Tennis Club Lane $N21^{\circ}39'38''W$ 27.32 feet to a point marked by an iron pin, thence cornering and running $N68^{\circ}20'22''E$ 30.00 feet to a point marked by a concrete monument on the westernmost right-of-way line of Tennis Club Lane, thence cornering and running in a generally southeasterly direction along said westernmost right-of-way line of Tennis Club Lane, $S21^{\circ}39'38''E$ 27.32 feet to a point marked by a concrete monument, thence continuing running along said right-of-way line 27.27 feet along the arc of a curved line concave to the southwest having a radius of 104.05 feet and a chord bearing of $N14^{\circ}09'06''W$ to a point marked by a concrete monument, thence continuing running along said right-of-way line $S06^{\circ}38'33''E$ 26.42 feet to a point marked by a concrete monument, said point being the POINT OF BEGINNING; thence running along the westernmost right-of-way line of Tennis Club Lane $S06^{\circ}38'33''E$ 87.85 feet to a point marked by a concrete monument; thence continuing running along said right-of-way line 183.25 feet along the arc of a curved line

thence running along said right-of-way line
N90°00'00"W 33.00 feet to a point marked by a concrete
monument; thence continuing running along said right-of-way line
N90°00'00"W 33.00 feet to a point marked by a concrete monument;
thence cornering and running N15°21'00"W 32.89 feet to a point
marked by a concrete monument; thence running N00°00'00"E 91.60
feet to a point marked by a concrete monument; thence cornering
and running S90°00'00"E 147.00 feet to a point marked by a
concrete monument; thence cornering and running N00°00'00"E 162.00
feet to a point marked by a concrete monument; thence cornering
and running N90°00'00"W 19.00 feet to a point marked by a concrete
monument; thence cornering and running N00°00'00"E 50.00 feet to a
point marked by a concrete monument; thence cornering and running
N83°43'51"E 174.92 feet to a point on the westernmost right-of-way
line of Tennis Club Lane marked by a concrete monument, said point
being the POINT OF BEGINNING.

Parcel "C" is a portion of the property conveyed to the
Grantor herein by deed of conveyance of Ronald D. Royal, et al.
dated and recorded February 15, 1974, in Book U103, page 265 in
the R.M.C. Office for Charleston County, S.C.

The Property herein subjected to the Master Deed shall be subject to
the easements, covenants, restrictions, and encumbrances as set forth in the
Master Deed, in addition to those shown on the Plot Plan attached hereto as
Exhibit "A" and the plat referred to above on which the PHASE THREE Property
is shown.

ARTICLE III VILLAS AND COMMON ELEMENTS

Section 3.01 Buildings and Improvements. There are three (3)
buildings containing residential apartments (Villas) located on the PHASE
THREE Land herein subjected to the Master Deed. The buildings are numbered
for the purposes of the Act and the Master Deed as Building Number 22,
Building Number 23, and Building Number 25. Building Number 22 is a Type
A-2 building, Building Number 23 is a Type B building, and Building Number
25 is a Type C-1 Building. Each building Type is defined in the Master
Deed.

The location of the buildings and other improvements are shown on the
Plot Plan, Exhibit "A", page 1 of 1, attached hereto and incorporated by
reference in this Second Supplemental Declaration to Master Deed of Tennis
Club Villas Horizontal Property Regime and incorporated in the Master Deed
by reference. Within reasonable construction tolerances, the dimensions,
area and location of the Villas in the buildings and of the Common Elements
affording access to the Villas are shown on the floor plans, Exhibit "B",

plans attached to the Master Deed and incorporated herein by reference. The exterior of the buildings are shown on elevations labeled Exhibit "C", pages 1 through 7, attached to the Master Deed and incorporated herein by reference, except that the same are amended as follows:

Cypress wood lattice panels have been added to the Type C-1 building (Building number 25) on the side of each entrance porch nearest to the building sides which intersect at a right angle, so as to afford privacy to those villas which could otherwise be viewed from said entrance porch due to the configuration of the Type C-1 building. The lattice panel extends the length of the side of the entrance porch from the floor to the ceiling thereof.

The total ground area covered by all PHASE THREE buildings is approximately 9,728 square feet (0.223 acre), and approximately the following ground area lies under each building, including its decks and

porches:

Building 22	2,707 square feet (0.062 acre)
Building 23	2,452 square feet (0.056 acre)
Building 25	4,569 square feet (0.105 acre)

The PHASE THREE parking area consists of 12,790 square feet (0.294 acre) of asphalt paving and the balance of the PHASE THREE land, including landscaping and improvements thereon, consists of 33,674 square feet (0.773 acre).

Section 3.07 Villas. There are sixteen (16) residential apartments known and designated as Villas in PHASE THREE, and each is designated for the purpose of any conveyance, lease, or other instrument affecting the title thereof by a four-digit number (4765 through 4772, inclusive, and 4777 through 4784, inclusive) as set forth on Exhibit "D" attached hereto and made a part hereof by reference. The location within the buildings and the number of each PHASE THREE Villa is shown on the Plot Plan, Exhibit "A", page 1 of 1, attached hereto and by reference incorporated herein. Each Villa is designated according to its configuration on Exhibit "D", pages 1 through 7, attached to the Master Deed and which Exhibit "D" is also attached hereto and incorporated by reference. The graphic description and area of each PHASE THREE Villa configuration is shown on the floor plans, Exhibit "B", pages 1 through 13 attached to the Master Deed and by reference incorporated herein, except that the covering of the dining room floor in Villa Number 4767 is glazed tile (identical to the foyer and kitchen) rather than carpet.

Each PHASE THREE Villa configuration is specifically described in Exhibit "H", page 1 through 6, attached to the Master Deed and by reference incorporated herein, and each Villa is generally described hereinafter.

A Villa encompasses and includes the space of that portion of the building which is designated on Exhibit "A" hereof by a four-digit number and is bounded as follows:

- a) by the upper surface of the subfloor; and
- b) by the interior surfaces of all wall studs; the unfinished inside surface of door and window frames; the unfinished, exterior surface of doors leading to and from the Villa and the interior surface of window and door glass; and
- c) by the lower surface of all ceiling joists.

A Villa consequently and further includes the following:

- a) all exterior doors except for their finished, exterior surface, and all interior doors,
- b) all gypsum board,
- c) all window and door screens,
- d) all interior paint and finishes, whether applied to floors, walls, ceilings, handrails, cabinets, or other woodwork and trim,
- e) all carpet and underlay, sheet vinyl and underlay, and other floor coverings,
- f) all ceramic and glazed tile,
- g) smoke detectors,
- h) all built-in cabinets and shelves,
- i) all interior lighting fixtures and the bulbs used in exterior lighting fixtures,
- j) all recirculating fans including the fan/light fixture in each bathroom, and their vent and outlet cap,
- k) the heating, ventilation, and air conditioning system (including the condensing units) serving the Villa exclusively,
- l) all electric, telephone, and other wiring, and all receptacles, switches, and breaker boxes contained in the floors, walls, and ceilings bounding the Villa, which serve the Villa exclusively,
- m) all water, drain, sewer, and vent pipes and all conduits for wiring serving the Villas exclusively,
- n) the following appliances: oven/range with a range hood above, refrigerator/freezer with icemaker, dishwasher, garbage disposal, clothes washer, and clothes dryer, and
- o) water heater and plumbing fixtures.

Section 3.03 Common Elements. All portions of the PHASE THREE Property not encompassed and included within the Villas are common elements (Common Elements).

Section 3.04 Limited Common Elements. The PHASE THREE Limited Common Elements are those Common Elements which are appurtenant to and reserved for the use of a single Villa or group of Villas to the exclusion of other Villas as follows:

- a) the surface area and railings of porches, decks, including entry decks and stairs, are reserved for use with the Villas from which they are solely directly accessible by normal means, or provide only access thereto.
- b) exterior light fixtures are reserved for use with the Villas having switches to control them,
- c) door and window glass of each Villa or the Utility/Storage Unit.
- d) the bicycle storage area assigned to each Villa as set forth on Exhibit "B" attached to the Master Deed and made a part hereof by reference, and
- e) screens, except window and door screens.

Section 3.05 General Common Elements. General Common Elements include the following:

- a) the Land,
- b) pilings, girders, braces, fastenings, framing, subfloors, concrete floors, exterior walls, sheathing, insulation, siding, shingles, trim, awnings, platforms upon which air conditioning equipment is located, and roofs,
- c) all access decks and stairs, attics, common storage areas, roads, driveways and parking areas, sidewalks and walkways, landscaping, landscape lighting, load-bearing and non-load bearing walls, decks and porches (except for those portions of the decks and porches herein declared to be Limited Common Elements), and common mailbox facilities, and
- d) all other portions or parts of the Property not described as being included in a Villa or Utility/Storage Unit, and not described as a Limited Common Element.

Section 3.06 Plot Plan, Floor Plans and Elevation Plans. The Plot Plan showing the location of the PHASE THREE buildings and other improvements is attached hereto as Exhibit "A", page 1 of 1, and incorporated herein by reference. The floor plans showing the dimensions, area and location of each PHASE THREE Villa configuration is attached to the Master Deed as pages 1 through 13 of Exhibit "B" and incorporated herein by reference. The elevation plans showing the dimensions, area and locations of Common Elements affording access to each PHASE THREE Villa are shown as pages 1 through 7 of Exhibit "C" attached to the Master Deed and incorporated herein by reference.

Section 3.07 Percentage of Ownership. The value of the PHASE THREE Property is \$2,120,000, and the total value of the PHASE ONE, PHASE TWO and PHASE THREE Property is \$5,480,000. The value of each Villa (and Utility/Storage Unit, as described in the Master Deed) is as set out in

pages 1 through 7 of Exhibit "p" attached hereto and incorporated herein by reference, which said Exhibit "p" supercedes said Exhibit "p" of the Master Deed. These values are fixed for the sole purpose of complying with the Act to establish percentage of ownership for purposes of ownership of the Common Elements and liability for Common Expense assessments and voting rights and shall not prevent each Co-owner (as defined in Article V, Section 5.01 of the Master Deed) from fixing a different circumstantial value to his Villa or Utility/Storage Unit in all sorts of acts and contracts.

Section 3.08 Ownership of Common Elements. An undivided ownership interest in the Common Elements, expressed as a percentage based upon the relation of the value of each Villa (or the Utility/Storage Unit to be constructed in PHASE FOUR) to the value of the Property, is set forth for PHASE THREE in Exhibit "D" attached hereto and by reference incorporated herein, and is appurtenant to each Villa (and the Utility/Storage Unit in PHASE FOUR and subsequent phases). This undivided interest in the Common Elements shall not be separated from the Villa or Utility/Storage Unit to which it appertains and shall be deemed to be conveyed or encumbered with the Villa or Utility/Storage Unit even though the interest is not expressly mentioned or described in the deed or other instrument. Such percentage shall not be altered without the acquiescence of all the Co-owners.

ARTICLE IV
CORRECTIVE AMENDMENTS TO MASTER DEED

Section 4.01 Corrective Amendment. Pursuant to authority reserved unto the Grantor in Article XI, Section 11.01, of the Master Deed, Grantor herewith makes the following corrective amendments to the Master Deed.

1) Page 1 of Exhibit "H" of the Master Deed refers in the sixth paragraph thereof to Villa Type "1R". Said reference is herewith corrected to read Villa Type "1".

2) In the tenth paragraph on page 6 of Exhibit "H" to the Master Deed, reference is made to Villa Type "3". Said reference is herewith corrected to read as Villa Type "3R".

3) In Article X of the Bylaws, Section 10.01(d), in the fifth line it is stated that "... are prohibited with the prior..." Said reference is herewith corrected to read as "... are prohibited without the prior..."

4) On page 5 of the First Supplemental Declaration to Master Deed of Tennis Club Villas Horizontal Property Regime, the second line of the second

paragraph of Section 3.02 refers to Exhibit "F". Said reference is herewith corrected to read as Exhibit "g".

ARTICLE V
SECOND SUPPLEMENTAL DECLARATION TO MASTER DEED

Section 5.01 Second Supplemental Declaration. This Second Supplemental Declaration to Master Deed of Tennis Club Villas Horizontal Property Regime shall subject PHASE THREE of Tennis Club Villas Horizontal Property Regime to all the rights, benefits and limitations of the covenants, restrictions and warranties contained in the Master Deed.

ARTICLE VI
DECLARATION

Section 6.01 Declaration. This Second Supplemental Declaration shall serve as the declaration implementing an additional phase as described in Section 3.04 of the Master Deed establishing Tennis Club Villas Horizontal Property Regime.

IN WITNESS WHEREOF, KIAWAH ISLAND COMPANY LIMITED has caused these presents to be executed in its name by W. Allen Ball its Senior Vice President and by Edward H. Green, its Assistant Secretary and its corporate seal to be hereto affixed this 28th day of January, 1983.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Susan D. Calhoun

Hugh M. Hadden

KIAWAH ISLAND COMPANY LIMITED

BY: W. Allen Ball
W. Allen Ball
Senior Vice President

BY: Edward H. Green
Edward H. Green
Assistant Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me Susan D. Calhoun, who, on oath, says that she saw the corporate seal of KIAWAH ISLAND COMPANY LIMITED affixed to the foregoing Second Supplemental Declaration to Master Deed of Tennis Club Villas Horizontal Property Regime and that s/he saw the within named W. Allen Ball, Senior Vice President, and Edward H. Green, Assistant Secretary, sign and attest the same, and that s/he with Hugh M. Hadden witnessed the execution and delivery thereof, as the act and deed of the said Corporation.

SWORN to before me this

Susan D. Calhoun

28th day of January, 1983.

Hugh M. Hadden
Notary Public for South Carolina
My Commission Expires 1-15-1990
1155/a

EXHIBIT "C"

TO SECOND SUPPLEMENTAL DECLARATION TO MASTER DEED OF
TENNIS CLUB VILLAS HORIZONTAL PROPERTY REGIME

See plans on record in the Charleston County R.M.C. Office in Book 3129, page 404, said plans being attached to the Master Deed as Exhibit "B" and Exhibit "C" and made a part hereof by reference.

The undersigned, Frederick F. Bainbridge, Architect, authorized and licensed in the State of South Carolina, hereby certifies that the plans of Tennis Club Villas Horizontal Property Regime, identified above, fully and accurately, within reasonable construction tolerances, depict the layout and dimensions of the Tennis Club Villas Horizontal Property Regime PHASE THREE Common Elements, and Limited Common Elements of the buildings, and apartments shown therein.

WITNESSES:

Elleanor Luncan

Frederick F. Bainbridge

Frederick F. Bainbridge
S. C. Registered Architect No. 1572
Bainbridge & Associates
Architects, P. A.
4334 Paces Ferry Road
Atlanta, Georgia 30339

Jackie L. Sperrin

STATE OF GEORGIA)
)
COUNTY OF COBB)

The foregoing instrument was acknowledged before me by Frederick F. Bainbridge this 27th day of January, 1983.

SWORN to before me this 27th
day of January, 1983.

Sheila S. Williams (SEAL)
Notary Public for Georgia
My Commission Expires 6-5-87
RS3/c