

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) FIFTH AMENDMENT TO MASTER DEED
 OF THE PEOPLES BUILDING HORIZONTAL
 PROPERTY REGIME (BOOK D-389, PAGE
 250)

WHEREAS, the Master Deed of the Peoples Building Horizontal Property Regime was recorded in the RMC Office for Charleston County on November 29, 2001, in Book-D-389 at Page 250; and

WHEREAS, the Master Deed has been amended by First Amendment to Master Deed dated April 2, 2002, and recorded in the RMC Office for Charleston County in Book A-402 at Page 360; by Second Amendment to Master Deed dated May 31, 2002, and recorded in the RMC Office for Charleston County in Book J-408 at Page 107; by Third Amendment to Master Deed dated November 14, 2002, and recorded in the RMC Office for Charleston County in Book F-439 at Page 271 and by Fourth Amendment to Master Deed dated December 23, 2003, and recorded in the RMC Office for Charleston County in Book D-480 at Page 845 (collectively the "Master Deed"); and

WHEREAS, Terri J. Henning, as the Owner of Units R801 and R901, wishes to combine the units into a new unit as hereinafter provided and with the consent of all of the Unit owners and their respective first mortgagees will incorporate a portion of the lobby area, formerly common area and limited common area as a part of the new unit to be known as combined Unit R801/901; and

WHEREAS, in Article III, Paragraph 3(a) of the Master Deed, there is a requirement that a foyer be built out within 180 days after the individual Unit owner takes title to the Unit and in Article V, Section E(3), there is a requirement that the build out of the interior construction be finished within 180 days, but in no event more than 18

months after the Unit owner takes title to the Unit and the Association and all of the Unit owners have consented to extend the date for completion of the foyers and Units; and

WHEREAS, Terri J. Henning has caused plans to be prepared showing the combined Unit R801/901 to be attached to the within amendment;

NOW, THEREFORE, in consideration of the premises contained herein, the undersigned being all of the Unit owners at The Peoples Building Horizontal Property Regime, with the consent of their first mortgagees, hereby agree that the Master Deed is hereby amended as follows:

1. Article III, Paragraph 3(a) is amended in the next to the last sentence to change "180 days" to "60 months";
2. Article V, Section A, Residential Units, as to the description of "Unit R801" and "Unit R901" are hereby deleted and the description of the combined Unit R801/901 is attached hereto as Schedule 1 and made a part hereof by this reference;
3. The Eighth Level Floor Plan and the Penthouse Level Floor Plan, as attached as Exhibit "C" to the Master Deed are hereby deleted and the Eighth Level Area Calculation, Eighth Level Floor Plan, Penthouse Area Calculation and Penthouse Level Floor Plan for Unit R801/901 are attached hereto as Schedule 2, pages 1-4 and made a part hereof by this reference. The Certification of the architect as to these plans is attached as Schedule 3 and made a part hereof by this reference.
4. Article V, Section E(1) (as it pertains to the Eighth Floor (first paragraph) and as it pertains to the Penthouse Floor are hereby deleted and

amended to read as set forth on Schedule 4 attached hereto and made a part hereof by this reference. The second paragraph of Article V, Section E(1) (as it pertains to the Eighth Floor) and begins, "Subject to all applicable ordinances..." is not deleted)

5. Article V, Paragraph 3, Build-Out of Units on Floors Seven and Eight, is hereby amended as follows:

- (a) to delete the second and third sentences which read,

The Owner of the Unit shall complete the 'build out' or interior construction of the Unit (or any units subdivided therefrom) no later than 180 days after commencement of the 'build out' or interior construction, but in no event 18 months after the date of the deed conveying the Unit to the Owner to the Developer. The developer may extend the time periods set forth in this paragraph by written amendment to the Master Deed, property recorded in the Charleston County RMC Office.

- (b) to add the following sentence,

The Owner of the Unit shall complete the 'build out' or interior construction of the Unit (or any Unit subdivided there from) no later than 36 months after the commencement of the 'build out' or interior construction, but in no event, no later than 60 months

after the date of the deed conveying the Unit to the Owner from the Developer. The Association may extend the time period set forth in this Paragraph by written Amendment to the Master Deed, properly recorded in the Charleston County RMC Office.

6. Except as provided herein, all other terms and conditions of the Master Deed, as amended, shall remain and be the same.
7. As a result of the work to combine Unit R801/901, and a recalculation of the net unit area, it was discovered that after the construction there is less Unit Area than as shown on the original Master Deed. Attached is Schedule 5 as a revised Exhibit D, which notes the corrected square footage of R801/901; however, no change will be made in the percentage interest and all percentage shall remain and be the same.

Notwithstanding the combination of Units R801 and R901, the Owner of combined Unit R801/901 shall have the right, at any time, to resubdivide the Unit into two (2) Units so long as the Percentage Interest is split between revised Units R801 and R901, and there will be no change in any other Unit's Percentage Interest and the plans to resubdivide the combined Units, as to structural matters, must be approved by the Association.

As to
Units A201, B201 AND C201
A/K/A C201A, C201B + C201C

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and
seals this 10th day of November, 2004.

WITNESSES:

ESP, LLC

Amy van Pinder
[Signature]

By: East Bay Investments Co., Inc.
(Member)

By: W.B. Moody
W. Brian Moody
Its: President

As to Units A201, B201 AND C201
A/K/A C201A, C201B,
C201C

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that ESP, LLC by East Bay Investment Co., Inc. (Member) by W. Brian Moody, its President, as to Units A201, B201, and C201, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 10 day of November, 2004.

Karen C. Morbits
Notary Public, State of South Carolina

My commission expires: Jan 28, 2014

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 8 day of October, 2004.

WITNESSES:

[Signature]
[Signature]

[Signature]
Candace G. Martin
As to Unit C101

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

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

Subscribed to and sworn before me this _____ day of _____, 2004.

Notary Public, State of South Carolina

My commission expires: _____

See Probate attached

As to
Unit C102

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and
seals this 2nd day of August, 2004.

WITNESSES:

EAST BAY LAND CO., LLC

By: East Bay Investment Co., Inc. (Member)

By: W. Brian Moody
W. Brian Moody
Its: President
As to Unit C102

RJR
Amy van Pinxten

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that East Bay Land Co., LLC by East Bay Investment Co., Inc. , by W. Brian Moody, its President, as to Unit C102, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 2nd day of August, 2004.

Karen C. Murphy
Notary Public, State of South Carolina

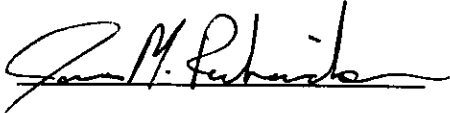
My commission expires: 01-28-2014

As to
Units M101, C103, C201D,
C301A, C301B, C301C, C301D,
C401A, C401B, C401C AND C401D

IN WITNESS WHEREOF, the undersigned have hereunto set their hands
and seals this 25th day of July, 2005.

WITNESSES:

BLUEWATER INVESTMENTS
OF SOUTH CAROLINA, LLC



BY: 



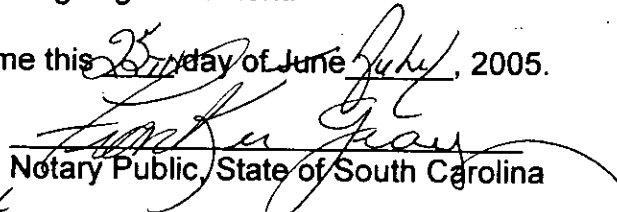
Terrell M. Rhye
Its: Manager
As to Units M101, C103, C201D,
C301A, C301B, C301C, C301D,
C401A, C401B, C401C and
C401D

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned Notary Public for the state of South Carolina, do hereby
certify that Bluewater Investments of South Carolina, LLC, by Terrell M. Rhye , its
Manager, as to Units M101, C103, C201D, C301A, C301B, C301C, C301D,
C401A, C401B, C401C and C401D, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 25th day of July, 2005.


Notary Public, State of South Carolina

My commission expires 12/21/2014

As to
Unit R501

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 8th day of September, 2004.

WITNESSES:

Shandra L. Cain

[Signature]

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

R501-PB LLC

BY:

W. Russell Drake

Its: Sole Surviving Member, as liquidator
As to Unit R501

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that R501 PB LLC, by W. Russell Drake, its Sole Surviving Member, as liquidator, as to Unit R501, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 8th day of September, 2004.

Shandra L. Cain
Notary Public, State of South Carolina

My commission expires: 3/11/2010

As to
Unit R502

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 21 day of Sept, 2004.

WITNESSES:

[Signature]

[Signature]

Clifford G. Benson Jr
Clifford G. Benson, Jr.
As to Unit R502
my 165 Harvey (A/F)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Clifford G. Benson, Jr., as to Unit R502, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 21 day of Sept, 2004.

[Signature]

Notary Public, State of South Carolina

My commission expires: Jan 17 2013

As to
Unit R601

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 9th day of August, 2004.

WITNESSES:

[Signature]

[Signature]
Neil A. Macpherson
As to Unit R601
[Signature]
Bridget M. Macpherson
As to Unit R601

^{North}
STATE OF SOUTH CAROLINA
^{Guilford}
COUNTY OF CHARLESTON

I, the undersigned Notary Public for the State of ^{North}~~South~~ Carolina, do hereby certify that Neil A. Macpherson and Bridget M. Macpherson, as to Unit R601, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 9 day of August, 2004.

[Signature]
Notary Public, State of ^{North}South Carolina

My commission expires: 9-13-06

As to
Unit R602

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 17 day of Aug, 2004.

WITNESSES:

Corbett Coats

[Signature]

Corbett Coats

[Signature]

George Rodney Derrick
George Rodney Derrick
As to Unit R602

Barbara S. Derrick
Barbara S. Derrick
As to Unit R602

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that George Rodney Derrick and Barbara S. Derrick, as to Unit R602, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 17 day of Aug, 2004.

[Signature]
Notary Public, State of South Carolina

My commission expires: 1-17-2013

As to
Unit R701A

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and
seals this 11th day of October, 2004.

WITNESSES:

MAGNOLIA ESTATES, LLC

Shelby R. Caudle
FIRST WITNESS SIGNS HERE

By:

[Signature]

Annunzio Jarama
Notary Public sign as second
North witness

Its: Manager
As to Unit R701A

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON Forsyth

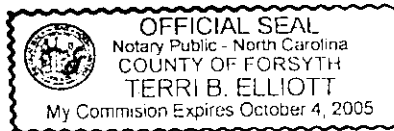
North

I, the undersigned Notary Public for the State of ~~South~~ Carolina, do hereby certify
that Magnolia Estates, LLC, by Billy D. Prim, its PARTNER, as to Unit R701A,
personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Subscribed to and sworn before me this 11th day of October, 2004.

TERRI B. ELLIOTT
Notary Public, State of South Carolina

My commission expires: Oct. 4, 2005



As to
Unit R701B

Penny McDonough

K. Martin

PEOPLES BUILDING SEVENTH FLOOR, LLC

By: Neal I. Baker

Neal I. Baker

Its: Member

As to Unit R701B

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Neal I. Baker, as to Unit R701B, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 23 day of Sept., 2004.

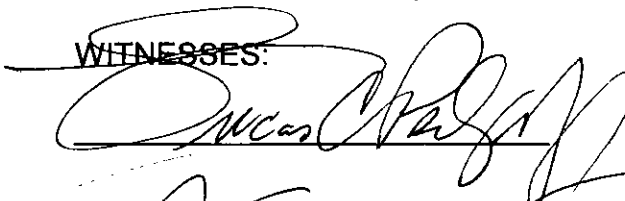
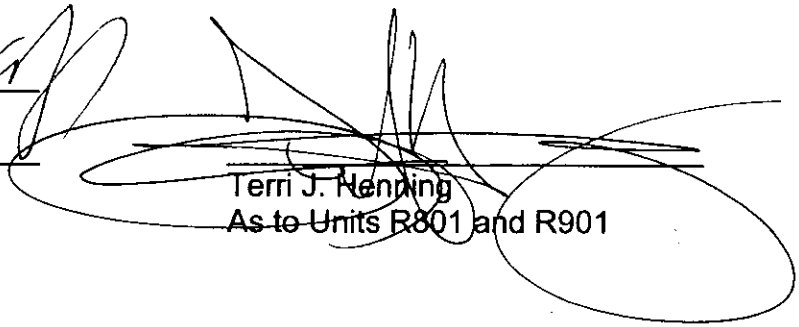
Rhonda Z. Dwyer
Notary Public, State of South Carolina

My commission expires: 12/16/2012

As to
Units R801 and R901

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 14 day of Jan, 2004.

WITNESSES:

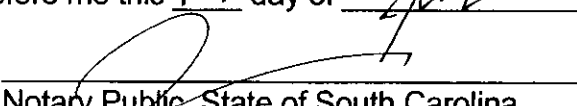


 Terri J. Henning
 As to Units R801 and R901

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Terri J. Henning, as to Units R801 and R901, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 14 day of Jan, 2004.


 Notary Public, State of South Carolina

My commission expires: 1-17-2013

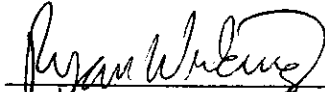
As to
Units C101 and C102

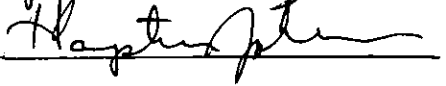
CONSENT


The Undersigned, being the first mortgagee of the Units listed below, owned by Candace G. Martin (C101) and East Bay Land Co., LLC (C102), hereby consent to the within Amendment. The mortgage was recorded in Book J-488 at Page 529 March 29, 2004.

WITNESSES:

SouthTrust Bank





By: 

Its: AVP

As to
Units A201, B201 and C201,
a/k/a C201A, C201B & C201C

CONSENT

The Undersigned, being the first mortgagee of the Units listed above, owned by ESP, LLC by East Bay Investment Co. (Member), Inc. hereby consents to the within Amendment. The mortgage was recorded in Book E-512 at Page 758 on October 8, 2004.

WITNESSES:

Patricia H. Becker
Lynda A. Burr

WACHOVIA BANK, NATIONAL
ASSOCIATION

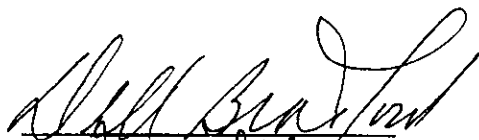
By: [Signature]
Its: Vice President

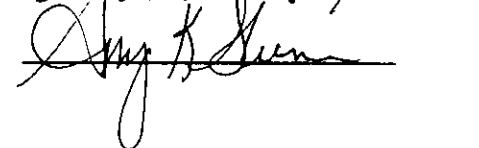
As to
Units M101, C103, C201D,
C301A, C301B, C301C, C301D,
C401A, C401B, C401C AND
C401D

CONSENT

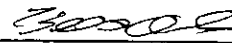
The Undersigned, being the first mortgagee of the Units listed below, owned by BlueWater Investments of South Carolina, LLC, hereby consents to the within Amendment. The mortgage was recorded in Book T-458 at Page 140 on July 22, 2003.

WITNESSES:





Branch Banking and Trust Company,
A North Carolina Corporation

By:  _____

Its: Vice President _____

As to
Unit R501

CONSENT

The Undersigned, being the first mortgagee of the Unit listed below, owned by R501 PB LLC, hereby consents to the within Amendment. The mortgage was recorded in Book N-412 at Page 269 on July 18, 2002.

WITNESSES:

Sabrina Lewis
Judith R Foster

MorEquity, Inc.
By: [Signature]
Its: Assistant Vice President of MorEquity Inc

As to
Unit R502

CONSENT

The Undersigned, being the first mortgagee of the Unit listed below, owned by Clifford Benson, hereby consents to the within Amendment. The mortgage was recorded in Book O-403 at Page 396 on April 18, 2002 and an Assignment of Mortgage was recorded in Book Z513, Page 817 on October 26, 2004.

WITNESSES:

MorEquity, Inc.

David Zimmer
First witness signs here

Mary Brown
Second witness signs here

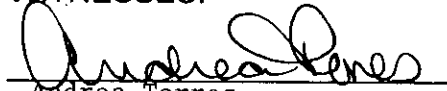
By: [Signature]
Its: Assistant Vice President

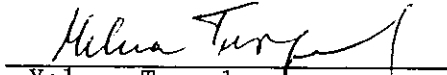
As to
Unit R602

CONSENT


The Undersigned, being the first mortgagee of the Unit listed below, owned by George Rodney Derrick and Barbara S. Derrick, hereby consents to the within Amendment. The mortgage was recorded in Book T-458 at Page 465 on July 23, 2003.

WITNESSES:


Andrea Torres


Yelena Turgul

Washington Mutual Bank, FA

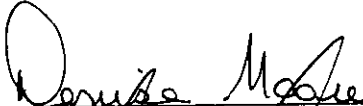
By: 
Its: Asst. Vice President

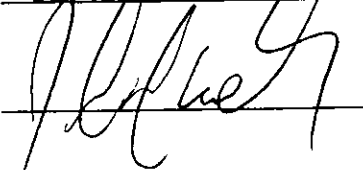
As to
Unit R701A

CONSENT

The Undersigned, being the first mortgagee of Unit R701A listed below, owned by Magnolia Estates, LLC hereby consents to the within Amendment. The mortgage was recorded at Book N-498 at page 528 on June 15, 2004 in the RMC Office for Charleston County, South Carolina.

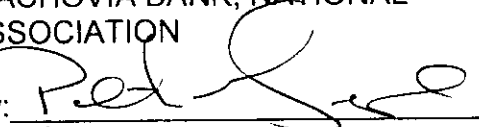
WITNESSES:





WACHOVIA BANK, NATIONAL
ASSOCIATION

By:
Its:



ACT

As to
Unit R701B

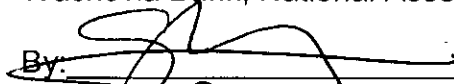
CONSENT

The Undersigned, holding the Mortgages listed below on Unit 701B at the Peoples Building Horizontal Property Regime owned by the Peoples Building Seventh Floor, LLC consents to the within Amendment. The Mortgages are the Mortgage from Peoples Building Seventh Floor, LLC, dated April 30, 2002 and recorded in Book B405, Page 284, as modified by Modification of Mortgage, dated October 16, 2003 and recorded in Book H480, Page 767 and Second Mortgage dated April 16, 2004, and recorded in Book Z490, Page 467 in the RMC Office for Charleston County, South Carolina.

WITNESSES:

Wachovia Bank, National Association

Jonda A. Burn

By: 
Its: *SVP*

Patricia H. Becker

SCHEDULE 1

Unit R801/901. This combined residential Unit now contains approximately 7,515 square feet of net area and fronts on Broad and State Streets. As shown on Schedule 2, Page 1, on the eighth floor there are approximately 5,911 square feet of net unit area. The unit has been upfitted for residential occupancy, as shown on Schedule 2, pages 2 and 4 attached hereto and made a part hereof by this reference. This unit has three assigned limited common element parking spaces located on the ground level, as shown on the revised site plan attached to the Second Amendment to Master Deed dated May 31, 2002 and recorded in Book J408, Page 107 in the RMC Office for Charleston County. On the eighth floor this unit is accessed through 183 square feet of limited common element corridor/lobby space located outside the general common element elevators, stairs and storage rooms, as shown on the attached floor plans (foyer area), Schedule 2, pages 2 and 4. Within this unit on the eighth floor, there is 8 square feet of limited common element space for fresh air flow. This unit is served by 93 square feet of limited common element space for electrical and mechanical equipment as shown on the attached floor plans, Schedule 2, page 1. Within the unit on the eighth floor there is a grand foyer, great room, dining room, kitchen, keeping room, library, hallways, powder room, laundry, sitting room, master bedroom, master closet, steam shower, master bath, dog kennel, emergency exit, and grand stairwell, all as more fully shown on Schedule 2, page 2 attached hereto and made a part hereof by this reference. There is also a mechanical room, existing penthouse elevator, corridor and

electrical room located between the two common area stairwells, as more fully shown on Schedule 2, Page 2.

On the ninth floor, Unit R801/901, contains approximately 1,604 of net unit area and fronts Broad and State Streets. This unit is accessed through the grand stair from the eighth floor, as well as common area Stairwell Number 1 and the penthouse elevator through a corridor from the stairwell into the unit. Also located on the penthouse floor is the building mechanical area, as well as the existing mechanical areas on the roof shown on Schedule 2, page 4. No revisions have been made to the existing mechanical areas on the roof, as shown on the penthouse level floor plan as shown on the original Master Deed. For those areas and, with regard to the penthouse level floor plan recorded at Book D389, Page 314, as a part of the Master Deed at D389, Page 250, shall remain the same. This Unit is surrounded by 3,035 square feet of limited common element space located on the patio of the penthouse floor, as shown on the floor plans attached hereto as Schedule 2, Page 3 (penthouse patio area). This Unit is also accessed by 32 square feet of space for the penthouse elevator as shown on Schedule 2, page 3 attached hereto. This Unit is served by 32 square feet of space for the electrical and 26 square feet for the penthouse elevator as shown on Schedule 2, page 3 attached hereto.




SCHEDULE 2

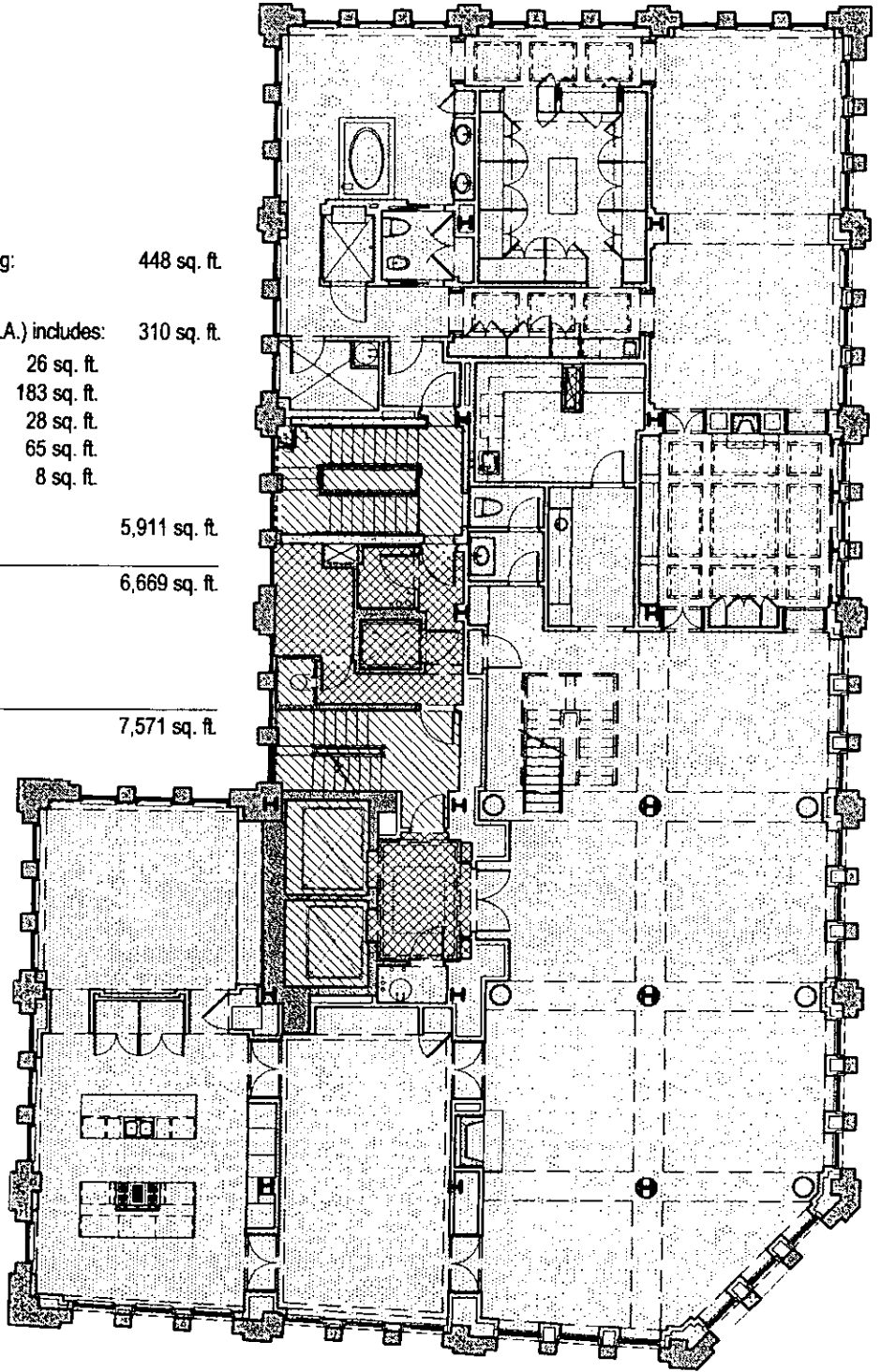
Eighth Level Area Calculation
Eighth Level Floor Plan
Penthouse Area Calculation and
Penthouse Level Floor Plan for Unit R801/901

SCHEDULE 2 - PAGE 1

SWA architecture 1982 Maybank Hwy., Suite 'A', Charleston, S.C. 29412 phone 843.795.3151 fax 843.795.6860

**UNIT R 801/901
EIGHTH LEVEL**

	NET COMMON AREA - (C.A.) including: VERTICAL PENETRATIONS	448 sq. ft.
	NET LIMITED COMMON AREA - (L.C.A.) includes:	310 sq. ft.
	PENTHOUSE ELEVATOR	26 sq. ft.
	LOBBY / CORRIDOR	183 sq. ft.
	MECHANICAL ROOM	28 sq. ft.
	ELECTRICAL ROOM	65 sq. ft.
	EXHAUST CHASE	8 sq. ft.
	NET UNIT AREA:	5,911 sq. ft.
TOTAL NET AREA:		6,669 sq. ft.
TOTAL GROSS BUILDING AREA:		7,571 sq. ft.



PEOPLE'S BUILDING - 18 BROAD STREET, CHARLESTON, SC

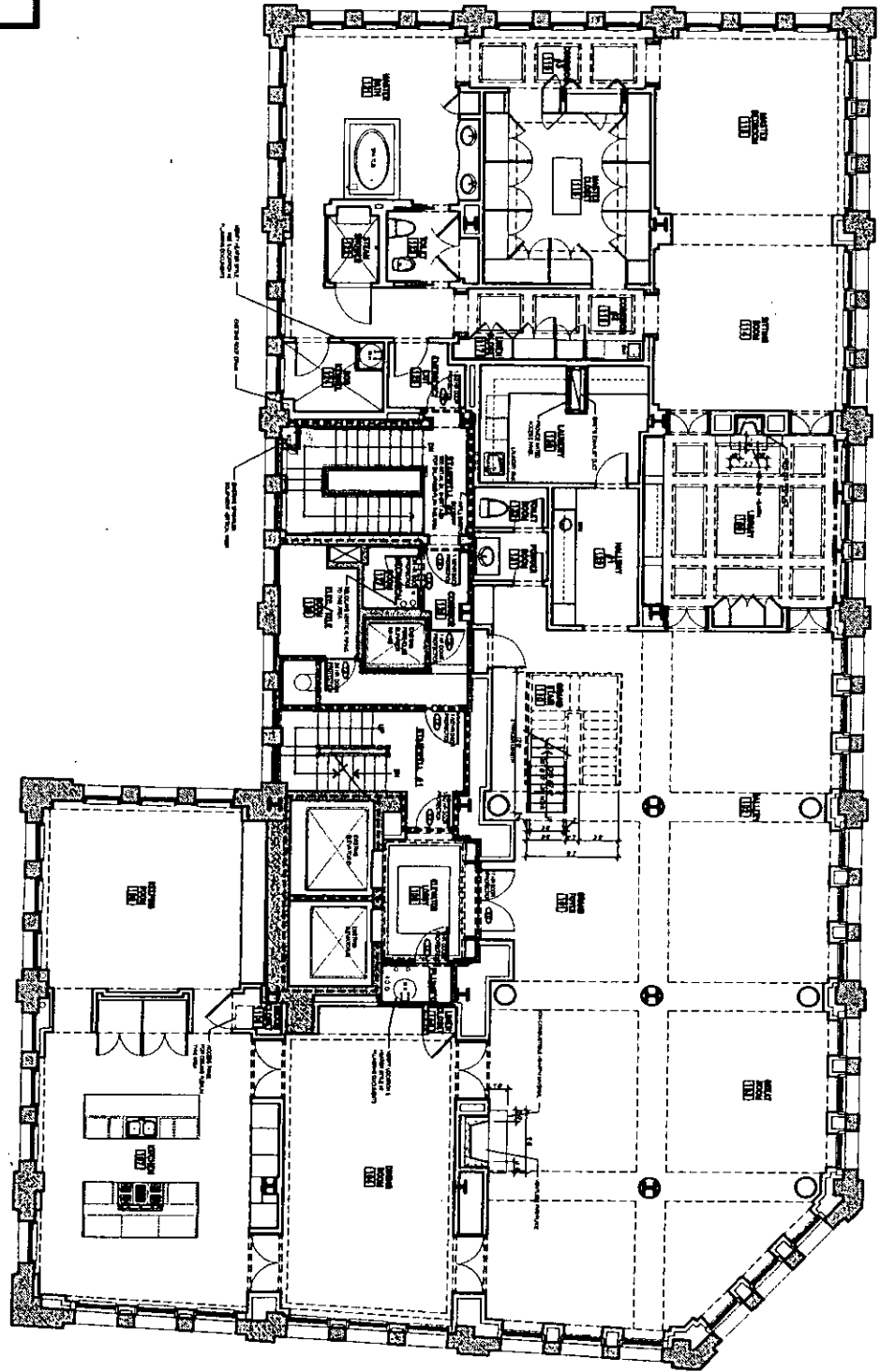
SCHEDULE 2 - PAGE 2

UNIT R 801/901
EIGHTH LEVEL

ARCHITECTURAL FLOOR PLAN

DATE: 08/01/04

PROJECT: 18 Broad Street, Charleston, South Carolina



WALL LEGEND

---	1/2\"
---	3/4\"
---	1\"
---	1 1/2\"
---	2\"
---	2 1/2\"
---	3\"
---	3 1/2\"
---	4\"
---	4 1/2\"
---	5\"
---	5 1/2\"
---	6\"
---	6 1/2\"
---	7\"
---	7 1/2\"
---	8\"
---	8 1/2\"
---	9\"
---	9 1/2\"
---	10\"
---	10 1/2\"
---	11\"
---	11 1/2\"
---	12\"
---	12 1/2\"
---	13\"
---	13 1/2\"
---	14\"
---	14 1/2\"
---	15\"
---	15 1/2\"
---	16\"
---	16 1/2\"
---	17\"
---	17 1/2\"
---	18\"
---	18 1/2\"
---	19\"
---	19 1/2\"
---	20\"
---	20 1/2\"
---	21\"
---	21 1/2\"
---	22\"
---	22 1/2\"
---	23\"
---	23 1/2\"
---	24\"
---	24 1/2\"
---	25\"
---	25 1/2\"
---	26\"
---	26 1/2\"
---	27\"
---	27 1/2\"
---	28\"
---	28 1/2\"
---	29\"
---	29 1/2\"
---	30\"
---	30 1/2\"
---	31\"
---	31 1/2\"
---	32\"
---	32 1/2\"
---	33\"
---	33 1/2\"
---	34\"
---	34 1/2\"
---	35\"
---	35 1/2\"
---	36\"
---	36 1/2\"
---	37\"
---	37 1/2\"
---	38\"
---	38 1/2\"
---	39\"
---	39 1/2\"
---	40\"
---	40 1/2\"
---	41\"
---	41 1/2\"
---	42\"
---	42 1/2\"
---	43\"
---	43 1/2\"
---	44\"
---	44 1/2\"
---	45\"
---	45 1/2\"
---	46\"
---	46 1/2\"
---	47\"
---	47 1/2\"
---	48\"
---	48 1/2\"
---	49\"
---	49 1/2\"
---	50\"
---	50 1/2\"
---	51\"
---	51 1/2\"
---	52\"
---	52 1/2\"
---	53\"
---	53 1/2\"
---	54\"
---	54 1/2\"
---	55\"
---	55 1/2\"
---	56\"
---	56 1/2\"
---	57\"
---	57 1/2\"
---	58\"
---	58 1/2\"
---	59\"
---	59 1/2\"
---	60\"
---	60 1/2\"
---	61\"
---	61 1/2\"
---	62\"
---	62 1/2\"
---	63\"
---	63 1/2\"
---	64\"
---	64 1/2\"
---	65\"
---	65 1/2\"
---	66\"
---	66 1/2\"
---	67\"
---	67 1/2\"
---	68\"
---	68 1/2\"
---	69\"
---	69 1/2\"
---	70\"
---	70 1/2\"
---	71\"
---	71 1/2\"
---	72\"
---	72 1/2\"
---	73\"
---	73 1/2\"
---	74\"
---	74 1/2\"
---	75\"
---	75 1/2\"
---	76\"
---	76 1/2\"
---	77\"
---	77 1/2\"
---	78\"
---	78 1/2\"
---	79\"
---	79 1/2\"
---	80\"
---	80 1/2\"
---	81\"
---	81 1/2\"
---	82\"
---	82 1/2\"
---	83\"
---	83 1/2\"
---	84\"
---	84 1/2\"
---	85\"
---	85 1/2\"
---	86\"
---	86 1/2\"
---	87\"
---	87 1/2\"
---	88\"
---	88 1/2\"
---	89\"
---	89 1/2\"
---	90\"
---	90 1/2\"
---	91\"
---	91 1/2\"
---	92\"
---	92 1/2\"
---	93\"
---	93 1/2\"
---	94\"
---	94 1/2\"
---	95\"
---	95 1/2\"
---	96\"
---	96 1/2\"
---	97\"
---	97 1/2\"
---	98\"
---	98 1/2\"
---	99\"
---	99 1/2\"
---	100\"
---	100 1/2\"

A.101

1 August 2004
SMA ARCHITECTS
18 Broad Street, Charleston, SC 29401
803.733.1111
www.smaarchitects.com

Peoples Building Horizontal Property Regime
Floor Plan - Eighth Level
18 Broad Street, Charleston, South Carolina

1. To whomsoever may hereafter acquire an interest in the building, the floor plan and schedule of common areas and easements shown hereon shall constitute the entire agreement between the parties and shall govern the use and enjoyment of the building and the common areas and easements shown hereon.

2. The floor plan and schedule of common areas and easements shown hereon shall be subject to the provisions of the Horizontal Property Regime Act, Chapter 42, of the Code of Laws of the State of South Carolina, as amended.

3. The floor plan and schedule of common areas and easements shown hereon shall be subject to the provisions of the Horizontal Property Regime Act, Chapter 42, of the Code of Laws of the State of South Carolina, as amended.




4. The floor plan and schedule of common areas and easements shown hereon shall be subject to the provisions of the Horizontal Property Regime Act, Chapter 42, of the Code of Laws of the State of South Carolina, as amended.

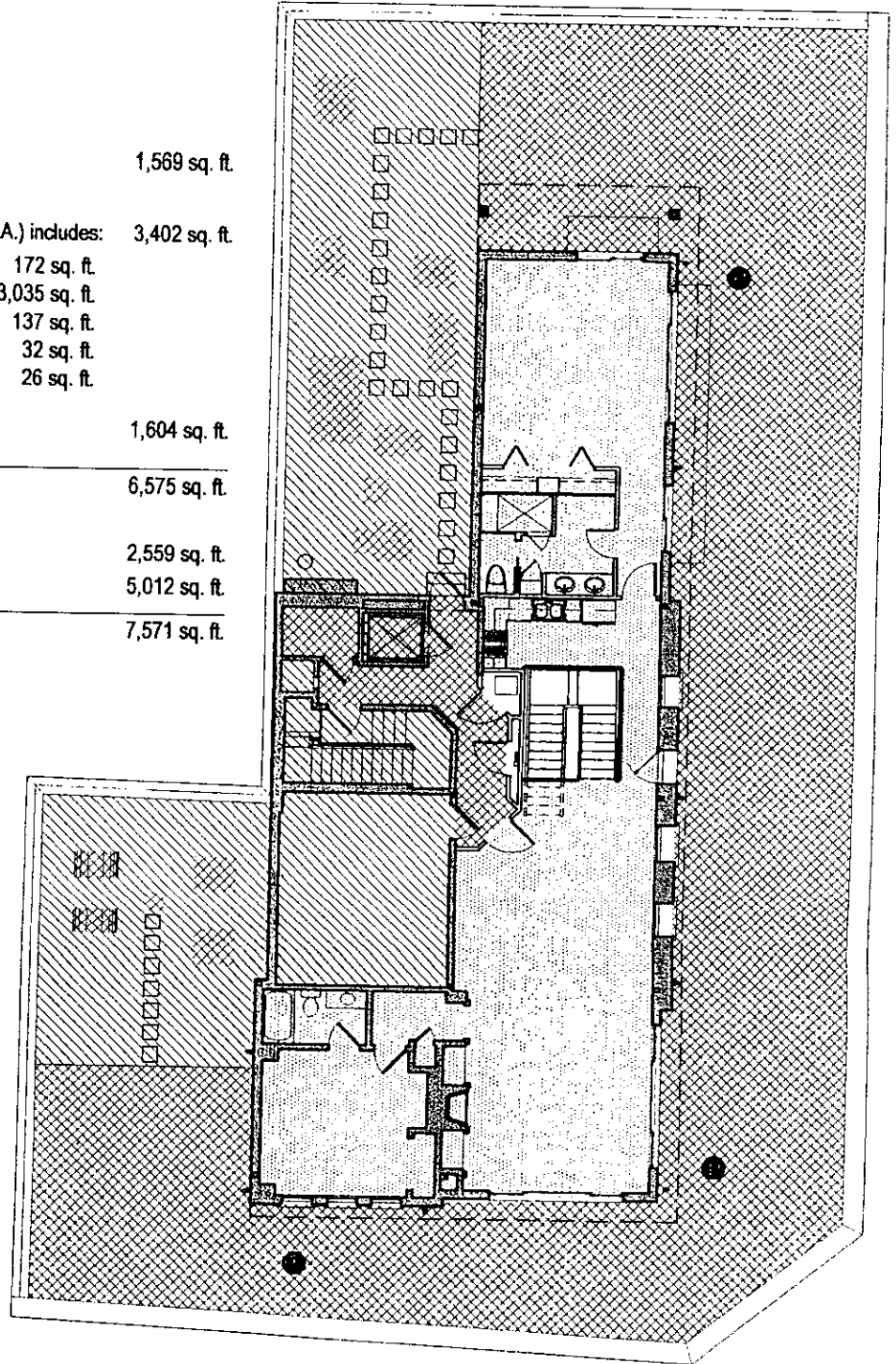
SMA ARCHITECTS
18 Broad Street, Charleston, SC 29401
803.733.1111
www.smaarchitects.com

SCHEDULE 2 - PAGE 3

SWA architecture 1982 Maybank Hwy., Suite 'A', Charleston, S.C. 29412 phone 843.795.3151 fax 843.795.6860

**UNIT R 801/901
PENTHOUSE**

	NET COMMON AREA - (C.A.):	1,569 sq. ft.
	VERTICAL PENETRATIONS	
	NET LIMITED COMMON AREA - (L.C.A.) includes:	3,402 sq. ft.
	MECHANICAL UNITS	172 sq. ft.
	PATIO	3,035 sq. ft.
	LOBBY	137 sq. ft.
	ELECTRICAL ROOM	32 sq. ft.
	PENTHOUSE ELEVATOR	26 sq. ft.
	NET UNIT AREA:	1,604 sq. ft.
<hr/>		
	TOTAL NET AREA:	6,575 sq. ft.
<hr/>		
	TOTAL GROSS PENTHOUSE AREA:	2,559 sq. ft.
	TOTAL GROSS OPEN AREA:	5,012 sq. ft.
<hr/>		
	TOTAL GROSS BUILDING AREA:	7,571 sq. ft.



PEOPLE'S BUILDING - 18 BROAD STREET, CHARLESTON, SC

Horizontal Property Regime Project # 0307

Penthouse - Area Calculations

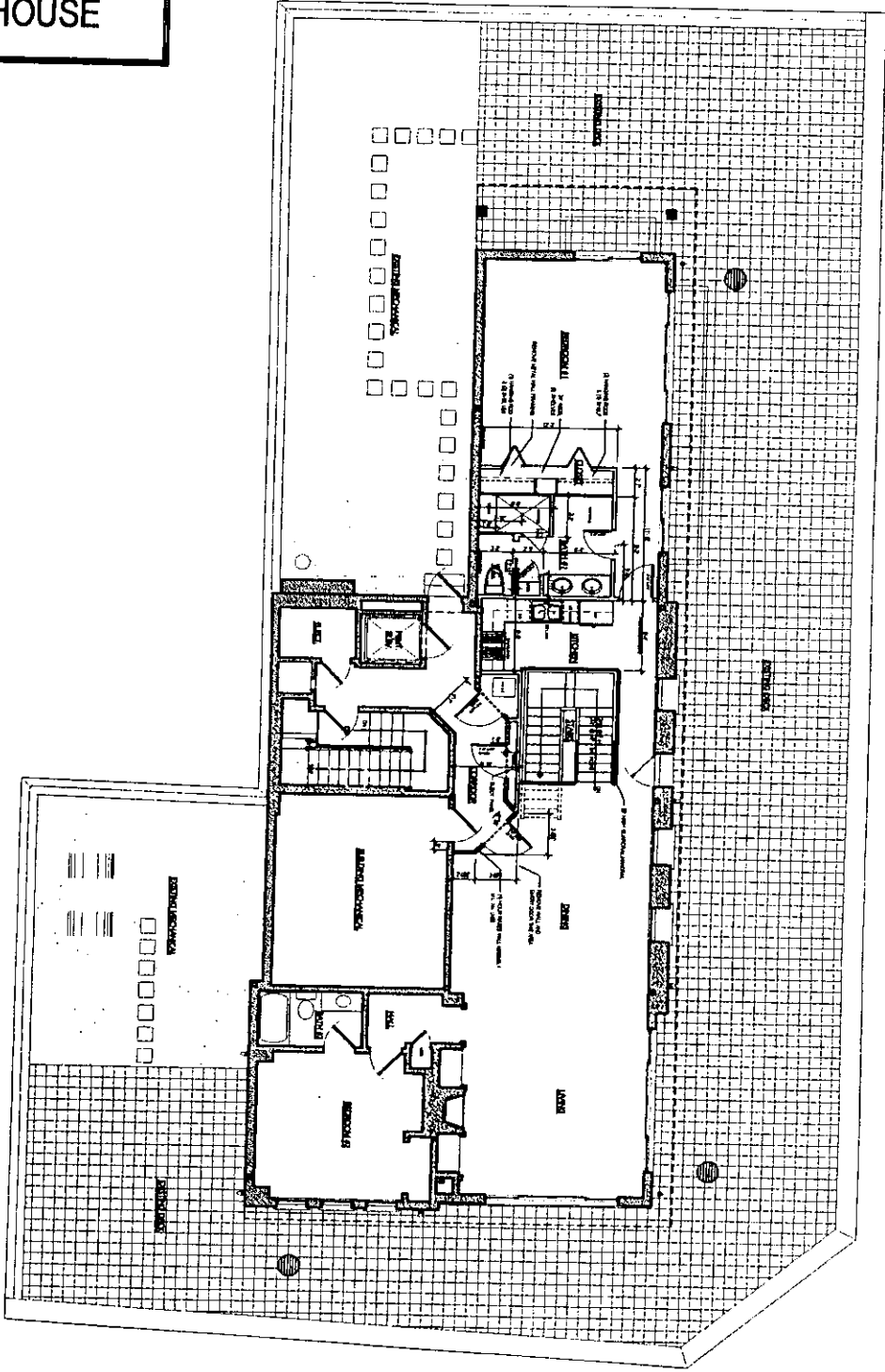
2 August, 2004
SCALE: 1/16" = 1'-0"

Sch.
2.3

PENTHOUSE PLAN

UNIT R 801/901
PENTHOUSE

SCHEDULE 2 - PAGE 4



A.102

3 August 2007
REVISED
DATE

Peoples Building Horizontal Property Regime
Floor Plan - Penthouse Level
18 Broad Street, Charleston, South Carolina

PEOPLES BUILDING
18 BROAD STREET
CHARLESTON, SOUTH CAROLINA 29401
TEL: 803.733.1111
WWW.PEOPLESBUILDING.COM



SCHEDULE 3

**SUPPLEMENT TO EXHIBIT E
TO MASTER DEED OF
THE PEOPLES BUILDING HORIZONTAL PROPERTY REGIME**

ARCHITECT'S CERTIFICATE

Pursuant to S.C. Code Ann. §27-31-110 (1976), as amended, it is to the best of my belief and knowledge that the Regime plans described in the attached Schedule 2, pages 1 through 4 and the written description of the combined units R801/901 in the Peoples Building Horizontal Property Regime, situate upon the real estate described in Exhibit A to the Master Deed recorded in Book D389, page 250, as amended, fully depicts the layout, dimensions, location, area, number and identification of the combined Unit R801/901 and the general limited common elements of the Regime appurtenant thereto.

STEVE WELLS & ASSOCIATES

By: Steve Wells

Steve Wells

Architect's License No. S.C. 05223

3 August, 2004

SCHEDULE 4**AMENDMENT TO ARTICLE 5 – SECTION E-1**

Limited Common Elements Eighth Floor and Penthouse Floor Combined:

Eighth Floor

The elevator lobby on the eighth floor is a Limited Common Element reserved for the exclusive use of (1) Unit R801/901, which is located on the eighth and penthouse floors (2) cleaning and maintenance personnel employed by the Association, and (3) emergency personnel in cases of emergency. The Penthouse Elevator exclusively services the penthouse floor of Unit R801/901 and is reserved for the exclusive use of the owner of Unit R801/901. The owner of Unit R801/901 shall be solely responsible for maintaining and cleaning the Penthouse Elevator above the community-Wide Standard if the owner of Unit R801/901 so chooses. The Association will maintain and clean the Penthouse Elevator up to the Community-Wide Standard, including but not limited to the responsibility of keeping a maintenance contract with an electrical elevator company on the Penthouse Elevator. The cost of said maintenance contract on the Penthouse Elevator shall be levied by the Association and against the owner of Unit R801/901 as a specific assessment.

Penthouse Floor:

The corridor beside the Penthouse Elevator and the Stairwell Number 1, as shown on Schedule 2, page 3 is a Limited Common Element for the benefit of Unit R801/901, as well as the Penthouse Elevator. This Limited Common Element is reserved for (1) exclusive use of the owner of R801/901, (2) ingress and egress by cleaning personnel employed by the Association and maintenance personnel servicing the Limited Common Element, air conditioning components located on the Penthouse level, as shown on Schedule 2, pages 3 and 4 attached hereto, and (3) emergency personnel in case of an emergency. The owner of R801/901 should be responsible for maintaining and cleaning the corridor area on the Penthouse Floor above the Community-Wide Standard if the penthouse unit owner so chooses. The owner of unit R801/901 shall be solely responsible for maintenance and cleaning of the Penthouse Patio Area. The Penthouse Patio Area is reserved for (1) the exclusive use of the owner of Unit R801/901 and (2) ingress and egress access by maintenance personnel servicing the Limited Common Element air conditioning components located on the Penthouse Level as shown on the attached Schedule 2, pages 3 and 4. The owner of R801/901 shall make no changes or modifications or additions to the Penthouse Patio Area, including, but not limited to the placing furniture and decorations, without express approval of the Association and the local municipal Board of Architectural Review.

SCHEDULE 5

AMENDED EXHIBIT D

Type of Unit	Square Footage		Unit Value	Percentage of Ownership
R501		3,023	1,032,267.65	0.06303925
R502		2,869	980,922.74	0.05990368
R601		3,023	1,032,267.65	0.06303925
R602		2,869	980,922.74	0.05990368
R701A		3,055	1,043,766.142	0.06374144
R701B		2,860	977,142.758	0.05967284
R801/901	5911*	5,781	1,980,638.39	0.12095502
	1604*	1,785	599,023.98	0.03658162
C101		1,959	657,416.23	0.04014756
C102		2,123	712,452.61	0.04350856
C103		887	297,666.26	0.01817809
M101		2,167	727,218.47	0.04441029
C201(A)		1,505	505,059.43	0.03084332
C201(B)		1,404	471,165.08	0.02877344
C201(C)		969	325,184.45	0.01985859
C201(D)		1,404	471,165.08	0.02877344
C301(A)		1,556	522,174.40	0.03188851
C301(B)		1,410	473,178.60	0.02889640
C301(C)		973	326,526.80	0.01994057
C301(D)		1,396	468,480.38	0.02860949
C401(A)		1,556	522,174.40	0.03188851
C401(B)		1,410	473,178.60	0.02889640
C401(C)		973	326,526.80	0.01994057
C401(D)		1,396	468,480.38	0.02860949

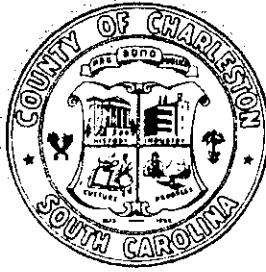
*Note: This is the current percentage interest and the percentage interest will not change because the square foot of both Units combined is less than as shown on this chart.

<u>New Square Footage</u>		<u>Old Square Footage</u>	
R-801/901 (8 TH Level)	5,911	R-801	5,781
(Penthouse)	1,604	R-901	1,785
TOTAL	7,515		7,566

BK P 549PG125

RECORDER'S PAGE

This page MUST remain with
the original document



FILED

August 16, 2005
4:37:11 PM

P549-091

Charlie Lybrand, Register
Charleston County, SC

*Hocott
mfr
LID*

Filed By:

McNair Law Firm, P.A.
P.O. Box 1431
140 East Bay Street
Charleston
SC 29402

DESCRIPTION	AMOUNT
-------------	--------

Recording Fee	\$ 40.00
State Fee	
County Fee	
MASTER/DEED/AMEND	
Postage	

TOTAL	\$ 40.00
--------------	-----------------

\$ Amount (in thousands):

DRAWER:

AUDITOR STAMP HERE

RECEIVED FROM RMC

SEP 14 2005

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP

TRK

DATE

9-13-05

DO NOT STAMP BELOW THIS LINE