

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**FIRST AMENDMENT TO THE
MASTER DEED OF RADCLIFFE PLACE
HORIZONTAL PROPERTY REGIME
PHASE II**

KNOW ALL MEN BY THESE PRESENTS, that this First Amendment to the Master Deed of Radcliffe Place Horizontal Property Regime is made on the date hereinafter set forth by Radcliffe Place, LLC, a South Carolina Limited Liability Company hereinafter called "Grantor".

WITNESSETH:

WHEREAS, Radcliffe Place, LLC has heretofore committed certain real property to Radcliffe Place Horizontal Property Regime by the Master Deed of Radcliffe Place Horizontal Property Regime, which Master Deed is recorded in the RMC Office for Charleston County in Book X409 at Page 188; and

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

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

WHEREAS, Grantor now wishes to annex additional property, improvements and Condominium Units as defined in the Master Deed and amend said Master Deed for the purposes of creating Phase II of the said Regime.

NOW, THEREFORE, Grantor does hereby submit the property described in Phase II, being more particularly described hereinafter in this Amendment and Exhibits hereto, to the provision of the Horizontal Property Act of South Carolina, Title 27 Chapter 31, Code of Laws of South Carolina, 1976, and does further submit said property to the provisions of the Master Deed of Radcliffe Place Horizontal Property Regime and the Exhibits thereto, the same being recorded in the RMC Office for Charleston County, South Carolina in Book X409 at Page 188.

ARTICLE I

THE PROPERTY

The Property hereby committed by this Amendment to the aforesaid Master Deed, means and includes that property shown as contained within Radcliffe Place Horizontal Property Regime, Phase II, as described in the Exhibits to this Amendment, and includes the land, the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Amendment, and as subject to all easements, rights-of-way, rights of use, restrictions, obligations and covenants as described in this Amendment, the aforesaid Master Deed, the Exhibits thereto and hereto and of record.

Therefore, the property committed to Radcliffe Place Horizontal Property Regime consists of the property heretofore committed in the Master Deed, (Phase I) and in addition thereto, that property described in said Master Deed and the Exhibits thereto and herein in the Exhibits hereto as Phase II.

ARTICLE II

RIGHTS AND OBLIGATIONS

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

ARTICLE III

1. The location, dimensions and approximate square footage of each Condominium Unit in Phase II are as shown and described in the Exhibits to this Amendment. All real property and improvements not included within the Condominium Units, as Condominium Units are defined in the Master Deed, are and shall be Common Elements. There is an easement in favor of the Owners and Occupants thereof across the paved areas and Radcliffe Place Drive and Double Fox Road (which the Grantor reserves the right to convey the same to the City of Charleston) of the Common Elements of Phase I for ingress and egress as set forth and described in Master Deed and the Exhibits and particularly to the real property and improvements shown and described herein and in the Exhibits hereto.

2. A general description of the fifty-one (51) Condominium Units which are to be added to this Phase II and which are to be sold in fee simple and the designated of each Condominium Unit by number together with an expression of its location, area, and other data necessary for its identification is set forth on Exhibit C attached hereto and incorporated herein by reference. The Condominium Units are more particularly located, described, and designated on the set of floor plans attached hereto as Exhibit D and incorporated herein by reference.

In addition to the description of each Condominium Unit as may be seen by reference to exhibits attached hereto, including, without limitations, Exhibits "C" and "D", the interior of each Condominium Unit is described as being bound by the unfinished surface by its lower most floor, upper most ceiling, and parametric walls. Specifically included in each Condominium Unit are the finished surfaces of the Condominium Unit, paint, plaster, wallpaper (if any), tiles, paneling (if any), sheetrock or other drywall material, acoustic or ceiling tile, carpeting, and interior non-load-bearing walls contained within the boundaries of each Condominium Unit as shown on the floor plans attached hereto, together with all interior doors, the main entrance door and frame, porch screens, windowpanes, windowframes, sliding glass doorframes, sliding glass panels, window screen, light fixtures, installed bathroom and kitchen appliances, piping in connection therewith and installed heating and air conditioning devices and attachments measured from the interior of the Condominium Unit up to, but not including the point at which the unfinished surface of the lower most floor, upper most ceiling, and parametric walls of the

Condominium Unit is reached. Specifically excluded in each Condominium Unit are the load-bearing columns (if any) located within the area bound by the parametric walls of the Condominium Unit. Any garage, patio, or storage shed described or shown to be part of a Condominium Unit on Exhibit "C" or "D" shall be owned by the Owner of the respective Condominium Unit and shall be considered a part of the Condominium Unit. The owner of each Condominium Unit shall be responsible for maintenance, repair, and upkeep of the Condominium Unit and its appurtenances subject to rules, regulations, covenants, and conditions set forth or incorporated herein by reference. Notwithstanding ownership of the Condominium Units no Condominium Unit Co-Owner may do anything or take any action which does or might change the exterior appearance of the Property without the consent of the Association and/or the Board of Directors as more fully described in Exhibit "F" attached hereto and made a part of this Master Deed.

ARTICLE IV

AMENDMENTS TO THE BYLAWS-EXHIBIT F

Due to the fact that the Grantor has added the eight (8) remaining phases with this First Amendment to the Master Deed and all buildings will not be constructed and/or occupied in the near future, the By-Laws, Exhibit "F" are amended to reflect the requirement of each Co-Owner's obligation to pay annual assessments and special assessments based on its percentage interest of ownership in the total square footage of all completed buildings which have obtained Certificates of Occupancy. The amendments to the By-Laws are more specifically shown and reflected on Exhibit "F" attached hereto.

ARTICLE V

PROVISIONS IN THE MASTER DEED

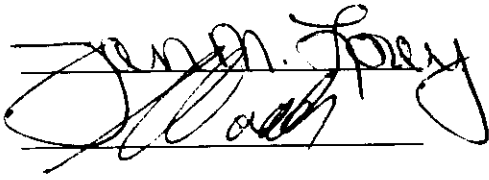
1. All terms and provisions in the Master Deed of Radcliffe Place Horizontal Property Regime shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Co-Owners in Phase II, their mortgagees and lien holders and the Grantor, except to the extent inclusion of Phase II within the Regime requires a necessary change. The foregoing Master Deed and all Amendments shall be construed together as to create one unified Horizontal Property Regime, pursuant to the laws of the State of South Carolina.

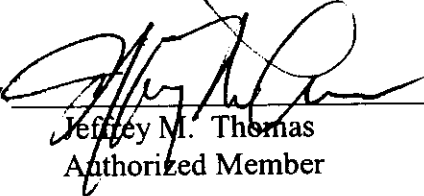
IN WITNESS WHEREOF, the Grantor, on behalf of itself and to bind itself, and its successors in interest, including all Co-Owners who comprise and who shall comprise the Council of Co-Owners (which is known as Radcliffe Place Horizontal Property Regime Council of Co-Owners acting by and through Radcliffe Place Homeowners' Association, Inc.) has executed this First Amendment to the Master Deed for Radcliffe Place Horizontal Property

Regime as its act and deed, and in witness whereof, it, by and through its officer(s) duly authorized has set its hand and seal this 27th day of January, 2003.

Signed, sealed and delivered in the presence of:

RADCLIFFE PLACE, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY




By 

Jeffrey M. Thomas
Authorized Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 27th day of January, 2003, by JEFFREY M. THOMAS, Member of RADCLIFFE PLACE, LLC, a South Carolina Limited Liability Company, on behalf of the company.



Notary Public for SC
My Comm. Expires: 1-19-06

AMENDED
EXHIBIT "A"
RADCLIFFE PLACE
HORIZONTAL PROPERTY REGIME, PHASE 1
CHARLESTON COUNTY, SOUTH CAROLINA

NARRATIVE DESCRIPTION OF PROPERTY:

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being in the County of Charleston and State of South Carolina, containing 7.237 acres and being more particularly shown and delineated on a plat entitled "RECORD MAP FINAL CONDOMINIUM PLAT FOR TRACT 4 PREPARED FOR: RADCLIFFE PLACE LLC T.M.S. 356-00-00-031 OWNED BY RADCLIFFE PLACE LLC CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA", prepared by Matthew D. Clark, PLS, dated May 9, 2002 and recorded in the RMC Office for Charleston County in Plat Book EF at Page 691, said plat being incorporated by reference herein as a part of this description.

BEING the same property conveyed to Radcliffe Place, LLC by deed of Winsor South, LLC dated March 23, 2001 and recorded in the RMC Office for Charleston County in Book D368 at Page 129.

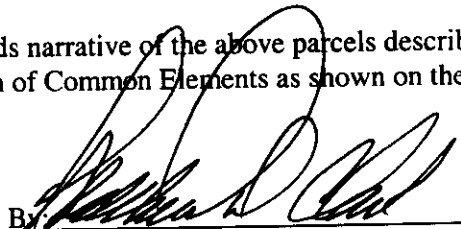
THE existing improvements and the proposed improvements added and committed to this Horizontal Property Regime in Phase 2 consists of fifty-one (51) condominium units, to be located in the buildings shown and designated as to be located at Future Building Location A, B, C, I, J, K, L, and M.

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

THE Grantor specifically reserves the right to convey the rights-of-way known as Radcliffe Place Drive and Double Fox Drive to the City of Charleston. This may be done without the consent of any future Condominium Owner.

I hereby certify that the meets and bounds narrative of the above parcels describe a true and accurate survey of the premises, and the location of Common Elements as shown on the site plan.

DATE: 10/8, 2002.

By 
Matthew D. Clark, PLS-20187

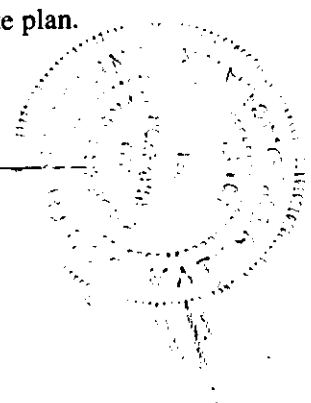


EXHIBIT "B"

**RADCLIFFE PLACE
HORIZONTAL PROPERTY REGIME
PHASE 1**

CHARLESTON COUNTY, SOUTH CAROLINA

**PLOT PLAN & SITE SHOWING THE LOCATION OF
BUILDINGS AND IMPROVEMENTS**

See plat entitled "RECORD MAP FINAL CONDOMINIUM PLAT FOR TRACT 4 PREPARED FOR: RADCLIFFE PLACE LLC T.M.S. 356-00-00-031 OWNED BY RADCLIFFE PLACE LLC CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Matthew D. Clark, PLS, dated May 9, 2002, and recorded in Plat Book EF at Page 691 in the RMC Office for Charleston County, a copy of which is attached hereto and incorporated herein by reference.

GPA

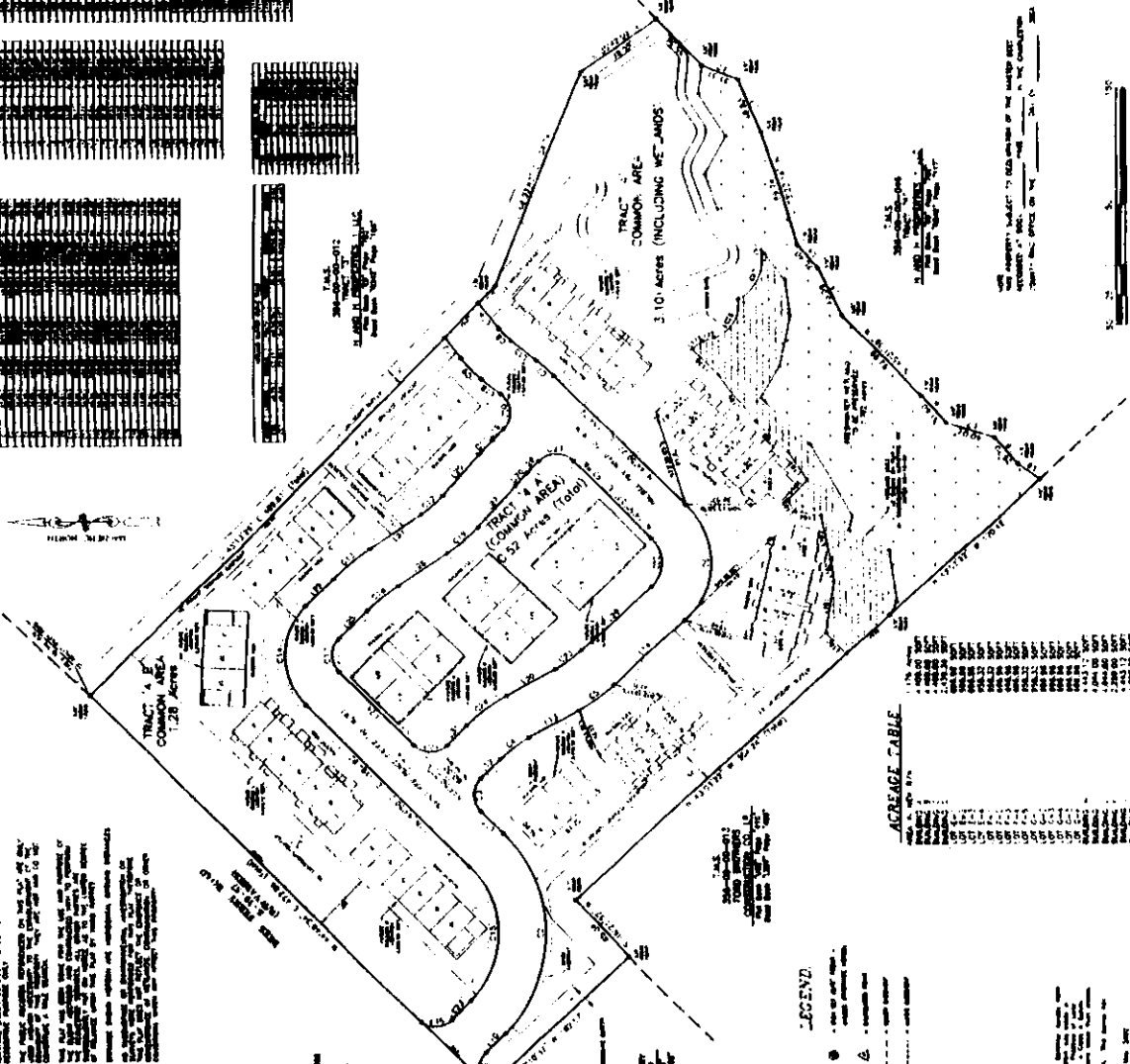
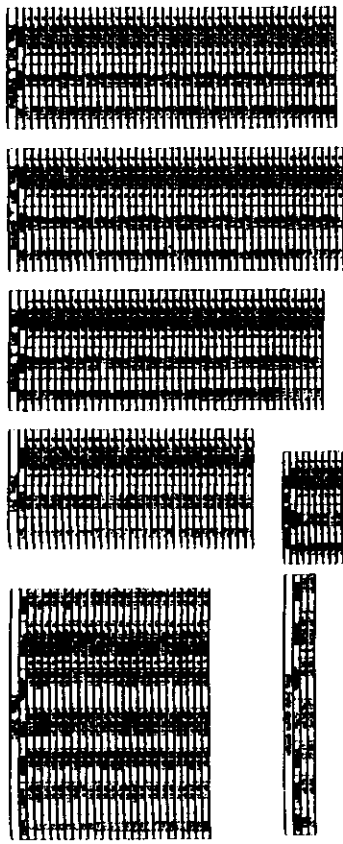
GENERAL LAND SURVEYING
Professional Surveyors
1000 North Main Street
Cincinnati, Ohio 45202
Telephone: (513) 533-1234
Fax: (513) 533-1235

STATE OF OHIO
SURVEYORS' BOARD
CINCINNATI, OHIO

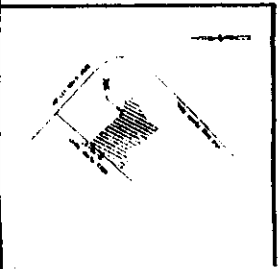
PROJECT:
SUBDIVISION OF LAND
DATE: 11/15/2011

BY: RANCLIFFE PLACE LLC
T.M.S. 356-00-00-001 OWNED
111 30TH STREET, CINCINNATI, OHIO 45202
PHONE: (513) 533-1234

BKE 434 PG 743



NOTICE TO CONTRACTORS:
The owner warrants that the information herein is true and correct to the best of his knowledge and belief. The contractor shall verify the accuracy of the information herein before proceeding with the project. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The contractor shall not be held liable for any errors or omissions on the part of the owner or the surveyor.



VICINITY MAP (N.T.S.)

REFERENCES:
1. Ohio Revised Code, Chapter 5303, Surveying
2. Ohio Revised Code, Chapter 5301, Landmarks
3. Ohio Revised Code, Chapter 5305, Eminent Domain
4. Ohio Revised Code, Chapter 5307, Public Utilities
5. Ohio Revised Code, Chapter 5309, Highways
6. Ohio Revised Code, Chapter 5311, Bridges
7. Ohio Revised Code, Chapter 5313, Public Works
8. Ohio Revised Code, Chapter 5315, Public Safety
9. Ohio Revised Code, Chapter 5317, Public Health
10. Ohio Revised Code, Chapter 5319, Public Welfare
11. Ohio Revised Code, Chapter 5321, Public Education
12. Ohio Revised Code, Chapter 5323, Public Administration
13. Ohio Revised Code, Chapter 5325, Public Finance
14. Ohio Revised Code, Chapter 5327, Public Safety
15. Ohio Revised Code, Chapter 5329, Public Health
16. Ohio Revised Code, Chapter 5331, Public Welfare
17. Ohio Revised Code, Chapter 5333, Public Education
18. Ohio Revised Code, Chapter 5335, Public Administration
19. Ohio Revised Code, Chapter 5337, Public Finance
20. Ohio Revised Code, Chapter 5339, Public Safety
21. Ohio Revised Code, Chapter 5341, Public Health
22. Ohio Revised Code, Chapter 5343, Public Welfare
23. Ohio Revised Code, Chapter 5345, Public Education
24. Ohio Revised Code, Chapter 5347, Public Administration
25. Ohio Revised Code, Chapter 5349, Public Finance
26. Ohio Revised Code, Chapter 5351, Public Safety
27. Ohio Revised Code, Chapter 5353, Public Health
28. Ohio Revised Code, Chapter 5355, Public Welfare
29. Ohio Revised Code, Chapter 5357, Public Education
30. Ohio Revised Code, Chapter 5359, Public Administration
31. Ohio Revised Code, Chapter 5361, Public Finance
32. Ohio Revised Code, Chapter 5363, Public Safety
33. Ohio Revised Code, Chapter 5365, Public Health
34. Ohio Revised Code, Chapter 5367, Public Welfare
35. Ohio Revised Code, Chapter 5369, Public Education
36. Ohio Revised Code, Chapter 5371, Public Administration
37. Ohio Revised Code, Chapter 5373, Public Finance
38. Ohio Revised Code, Chapter 5375, Public Safety
39. Ohio Revised Code, Chapter 5377, Public Health
40. Ohio Revised Code, Chapter 5379, Public Welfare
41. Ohio Revised Code, Chapter 5381, Public Education
42. Ohio Revised Code, Chapter 5383, Public Administration
43. Ohio Revised Code, Chapter 5385, Public Finance
44. Ohio Revised Code, Chapter 5387, Public Safety
45. Ohio Revised Code, Chapter 5389, Public Health
46. Ohio Revised Code, Chapter 5391, Public Welfare
47. Ohio Revised Code, Chapter 5393, Public Education
48. Ohio Revised Code, Chapter 5395, Public Administration
49. Ohio Revised Code, Chapter 5397, Public Finance
50. Ohio Revised Code, Chapter 5399, Public Safety
51. Ohio Revised Code, Chapter 5401, Public Health
52. Ohio Revised Code, Chapter 5403, Public Welfare
53. Ohio Revised Code, Chapter 5405, Public Education
54. Ohio Revised Code, Chapter 5407, Public Administration
55. Ohio Revised Code, Chapter 5409, Public Finance
56. Ohio Revised Code, Chapter 5411, Public Safety
57. Ohio Revised Code, Chapter 5413, Public Health
58. Ohio Revised Code, Chapter 5415, Public Welfare
59. Ohio Revised Code, Chapter 5417, Public Education
60. Ohio Revised Code, Chapter 5419, Public Administration
61. Ohio Revised Code, Chapter 5421, Public Finance
62. Ohio Revised Code, Chapter 5423, Public Safety
63. Ohio Revised Code, Chapter 5425, Public Health
64. Ohio Revised Code, Chapter 5427, Public Welfare
65. Ohio Revised Code, Chapter 5429, Public Education
66. Ohio Revised Code, Chapter 5431, Public Administration
67. Ohio Revised Code, Chapter 5433, Public Finance
68. Ohio Revised Code, Chapter 5435, Public Safety
69. Ohio Revised Code, Chapter 5437, Public Health
70. Ohio Revised Code, Chapter 5439, Public Welfare
71. Ohio Revised Code, Chapter 5441, Public Education
72. Ohio Revised Code, Chapter 5443, Public Administration
73. Ohio Revised Code, Chapter 5445, Public Finance
74. Ohio Revised Code, Chapter 5447, Public Safety
75. Ohio Revised Code, Chapter 5449, Public Health
76. Ohio Revised Code, Chapter 5451, Public Welfare
77. Ohio Revised Code, Chapter 5453, Public Education
78. Ohio Revised Code, Chapter 5455, Public Administration
79. Ohio Revised Code, Chapter 5457, Public Finance
80. Ohio Revised Code, Chapter 5459, Public Safety
81. Ohio Revised Code, Chapter 5461, Public Health
82. Ohio Revised Code, Chapter 5463, Public Welfare
83. Ohio Revised Code, Chapter 5465, Public Education
84. Ohio Revised Code, Chapter 5467, Public Administration
85. Ohio Revised Code, Chapter 5469, Public Finance
86. Ohio Revised Code, Chapter 5471, Public Safety
87. Ohio Revised Code, Chapter 5473, Public Health
88. Ohio Revised Code, Chapter 5475, Public Welfare
89. Ohio Revised Code, Chapter 5477, Public Education
90. Ohio Revised Code, Chapter 5479, Public Administration
91. Ohio Revised Code, Chapter 5481, Public Finance
92. Ohio Revised Code, Chapter 5483, Public Safety
93. Ohio Revised Code, Chapter 5485, Public Health
94. Ohio Revised Code, Chapter 5487, Public Welfare
95. Ohio Revised Code, Chapter 5489, Public Education
96. Ohio Revised Code, Chapter 5491, Public Administration
97. Ohio Revised Code, Chapter 5493, Public Finance
98. Ohio Revised Code, Chapter 5495, Public Safety
99. Ohio Revised Code, Chapter 5497, Public Health
100. Ohio Revised Code, Chapter 5499, Public Welfare

FLOOD NOTE:
This subdivision is located in a flood plain area. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The contractor shall not be held liable for any errors or omissions on the part of the owner or the surveyor.

NOTE:
The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The contractor shall not be held liable for any errors or omissions on the part of the owner or the surveyor.

ACREAGE TABLE

TRACT	ACRES
TRACT 1	1.00
TRACT 2	1.00
TRACT 3	1.00
TRACT 4	1.00
TRACT 5	1.00
TRACT 6	1.00
TRACT 7	1.00
TRACT 8	1.00
TRACT 9	1.00
TRACT 10	1.00
TRACT 11	1.00
TRACT 12	1.00
TRACT 13	1.00
TRACT 14	1.00
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TRACT 91	1.00
TRACT 92	1.00
TRACT 93	1.00
TRACT 94	1.00
TRACT 95	1.00
TRACT 96	1.00
TRACT 97	1.00
TRACT 98	1.00
TRACT 99	1.00
TRACT 100	1.00
TOTAL	100.00



LEGEND:
● Lot
○ Common Area
- Road
- Boundary
- Easement
- Flood Plain

BKE 434 PG 744

**Radcliffe Place
Horizontal Property Regime
Exhibit C**

**Description of Condominiums and Limited and General
Common Elements**

Each unit comes with an appliance package consisting of a range, self-cleaning oven, microwave, dishwasher, disposal, central heating and air conditioning system and a water heater.

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

Concrete walkways to the front door of each unit type I, II, and III shall be considered Limited Common Areas and are intended for owner and guest access to the unit they serve.

Radcliffe Place, Phases I & 2, is a complex of thirteen buildings consisting of Seventy-five (75) condominiums with the floor plans within the buildings described as follows:

UNIT TYPE I

These are townhouse style units with two bedrooms and two and one-half bathrooms. Entry to the unit is through a doorway exclusively serving the unit. The first floor consists of a foyer/hallway, ½ bath, kitchen, dining room, and family room. The dining room is directly off the foyer and kitchen is adjacent to the dining room. The kitchen includes the appliances described above with storage cabinets, counter tops and workspaces. The family room is adjacent to the kitchen at the rear of the first floor and

has a sliding door leading to a concrete patio or wood deck at the rear of the unit on the exterior. A storage closet is located at the rear of the unit with an access door from the patio. The ½ bath is off the foyer/hallway and includes a toilet and sink. Adjacent to the ½ bath is a utility closet under the stairs which houses the water heater. There is a closet at the base of the stairway to the second floor.

The second floor of the unit includes two bedrooms, two bathrooms and a laundry closet. The bedroom at the front of the unit has an entrance to a full bath and a closet. The bedroom at the rear of the unit has an entrance to a full bath and a closet. There is a utility closet in the hallway housing the air handler for the heat and air conditioning system. In the second floor hallway, there is an access to the attic. The attic is not designed for storage. The laundry closet, which is off of the hallway, includes connections for a full size clothes washer and dryer.

Unit I size- 1338

Units Type I:

D-1, D-2, E-1, E-2, E-3, G-6, H-6, I-1, I-2, I-3, I-4, I-5, I-6, J-1, J-2, J-3, J-4, J-5, J-6, L-6, M-1

UNIT TYPE II

These are townhouse style units with three bedrooms and two and one-half bathrooms. Entry to the unit is through a doorway exclusively serving the unit. The first floor consists of a foyer/hallway, ½ bath, kitchen, dining room, family room, bedroom and full bath. The dining room is directly off the foyer and kitchen is adjacent to the dining room. The kitchen includes the appliances described above with storage cabinets, counter tops and workspaces. The family room is adjacent to the kitchen at the rear of the first floor and has a sliding door leading to a concrete patio or wood deck at the rear of the unit on the exterior. A storage closet is located at the rear of the unit with an access door from the patio. The ½ bath is off the foyer/hallway and includes a toilet and sink. Adjacent to the ½ bath is a utility closet under the stairs which houses the water heater. There is a closet at the base of the stairway to the second floor.

The second floor of the unit includes two bedrooms, one bathroom and a laundry closet. The bedroom at the front of the unit has an entrance to a full bath and a closet. The bedroom at the rear of the unit has an entrance to a full bath and a closet. There is a utility closet in the hallway housing the air handler for the heat and air conditioning system. In the second floor hallway, there is an access to the attic. The attic is not designed for storage. The laundry closet, which is off of the hallway, includes connections for a full size clothes washer and dryer.

Unit Type II size- 1,578 s.f.

Units Type II:

D-3, E-4, F-1, F-5, G-1, H-1, K-1, K-3, L-1, M-6

UNIT TYPE III

These are three-story townhouse style units with two bedrooms and two and one-half bathrooms. Entry to the unit is through a doorway exclusively serving the unit. The first floor consists of a foyer, closet and garage area. An overhead door at the front of the unit provides vehicle access to the garage. The garage floor is a reinforced concrete slab. An entry door provides access from the garage to the first floor foyer and stair to the second floor. Driveways serving the garages shall be considered Limited Common Areas intended for the sole use of the unit owner's they serve and the unit owner's guests. The closet on the first floor is accessible from the foyer. The second floor consists of a hallway, ½ bath, kitchen, dining room, and family room. The dining room is directly off the main hallway and kitchen is adjacent to the dining room. The kitchen includes the appliances described above with storage cabinets, counter tops and workspaces. The family room is adjacent to the kitchen at the rear of the first floor and has a sliding door leading to a concrete patio or wood deck at the rear of the unit on the exterior. A storage closet is located at the rear of the unit with an access door from the patio. The ½ bath is at the front of the unit off the hallway and includes a toilet and sink. At the top of the stairs from the first floor to the second floor, there is a coat closet.

The second floor of the unit includes two bedrooms, two bathrooms and a laundry closet. The bedroom at the front of the unit has an entrance to a full bath and a closet. The bedroom at the rear of the unit has an entrance to a full bath and a closet. There is a utility closet in the hallway housing the air handler for the heat and air conditioning system. In the second floor hallway, there is an access to the attic. The attic is not designed for storage. The laundry closet, which is off of the hallway, includes connections for a full size clothes washer and dryer.

Unit Type III size- 1,338 s.f. heated space. First floor space including garage foyer and closet is 669 s.f.

Units Type III:

F-2, F-3, F-4, G-2, G-3, G-4, G-5, H-2, H-3, H-4, H-5, K-2, L-2, L-3, L-4, L-5, M-2, M-3, M-4, M-5

UNIT TYPE IV

Type IV units are one level flat type units. They are arranged in three buildings of eight units each. There are four units on each of two floors in each building. Type IV units include two bedrooms and two full baths.

The units are accessed from an entry door that is off of a common hallway that is largely enclosed but neither heated nor cooled. The kitchen/dining/living area is one large room. The kitchen contains all of the appliances mentioned above with storage cabinets, and working surfaces. A main hallway serves the bedrooms, laundry room, one of the two

bathrooms and a storage closet. The master suite at the far end of the hallway has a separate bath and walk-in closet. Both bedrooms have access to an outdoor screen porch.

The heating/air conditioning unit is in a closet to the rear of the laundry room. This closet also houses the water heater.

Units Type IV

Building A- Units 1-8

Building B- Units 1-8

Building C- Units 1-8

Specifications common to all units:

All units are equipped with carpet, wood, tile, and vinyl floor coverings; painted sheetrock walls; standard millwork package; closet shelving; standard interior doors; a ceiling fan and light fixture package; standard plumbing fixtures; and smoke detectors per code.

BKE 434PG748

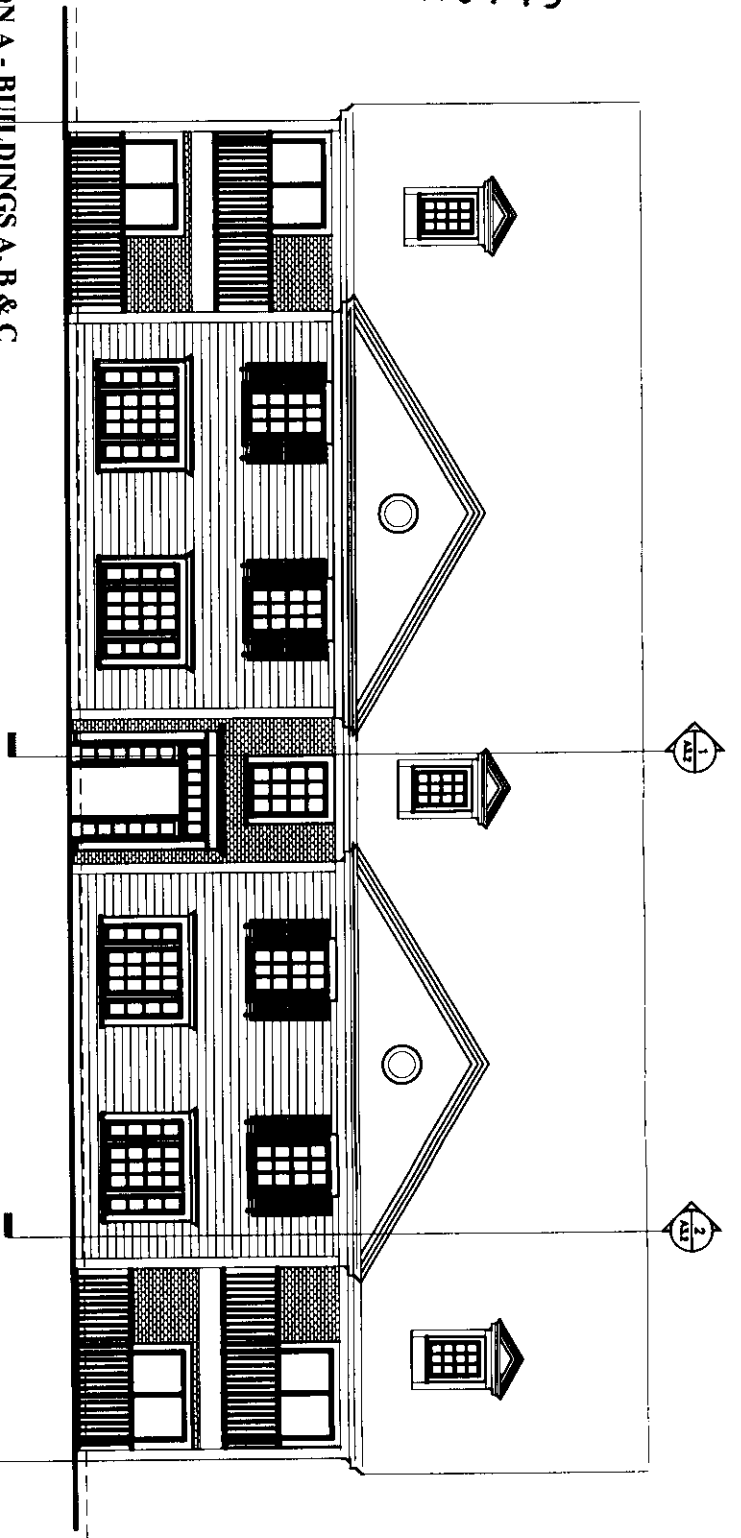
EXHIBIT "D"

**RADCLIFFE PLACE
HORIZONTAL PROPERTY REGIME
PHASE 1**

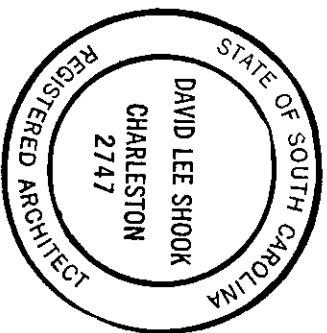
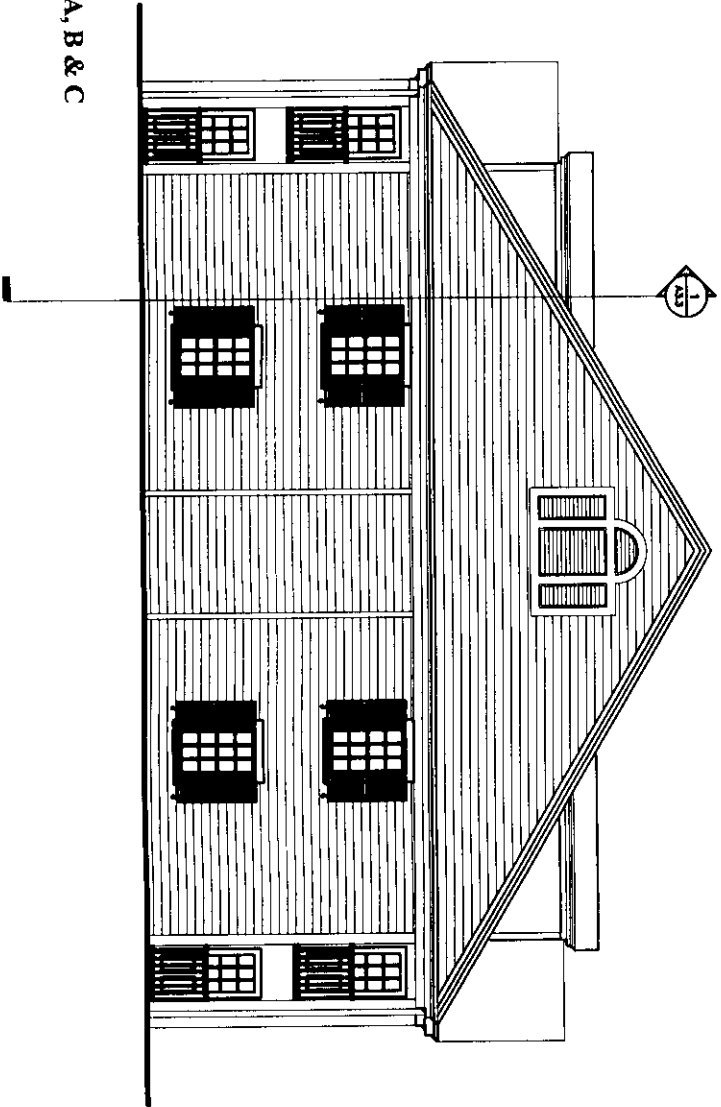
**CHARLESTON COUNTY, SOUTH CAROLINA
FLOOR PLANS AND SPECIFICATIONS**

BKE' 434PG749

ELEVATION A - BUILDINGS A, B & C



ELEVATION B - BUILDINGS A, B & C



BKE 434 PG 750

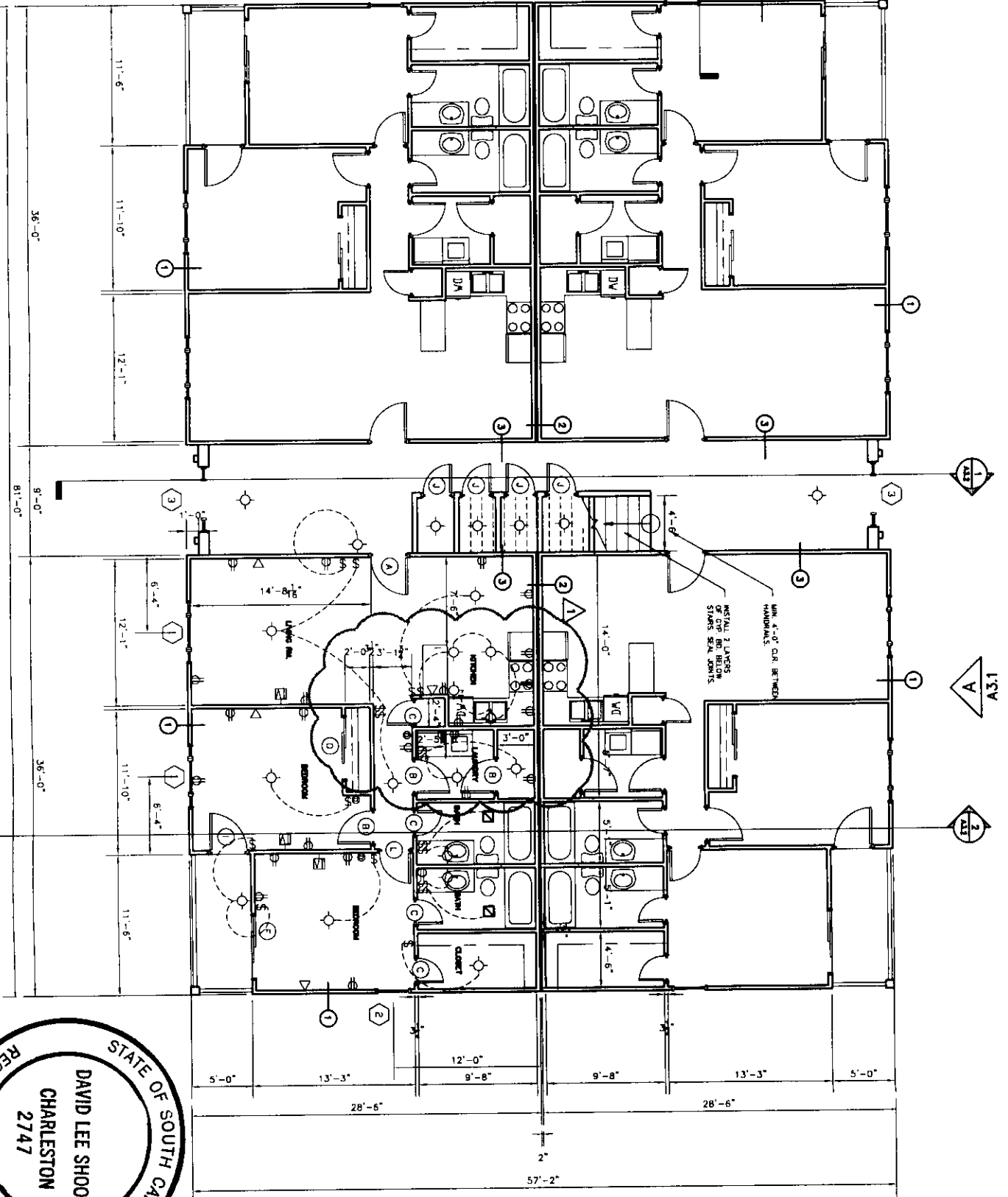
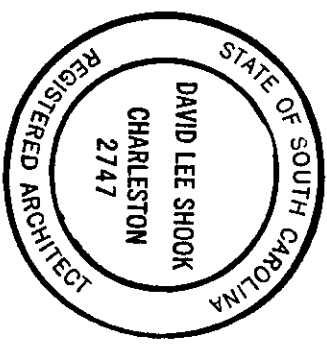
FLOOR PLAN - FIRST FLOOR - BUILDINGS A & B
TYPE IV UNIT

A3.1

B
A3.1

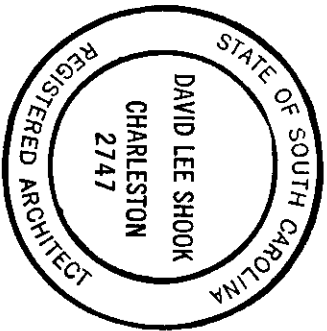
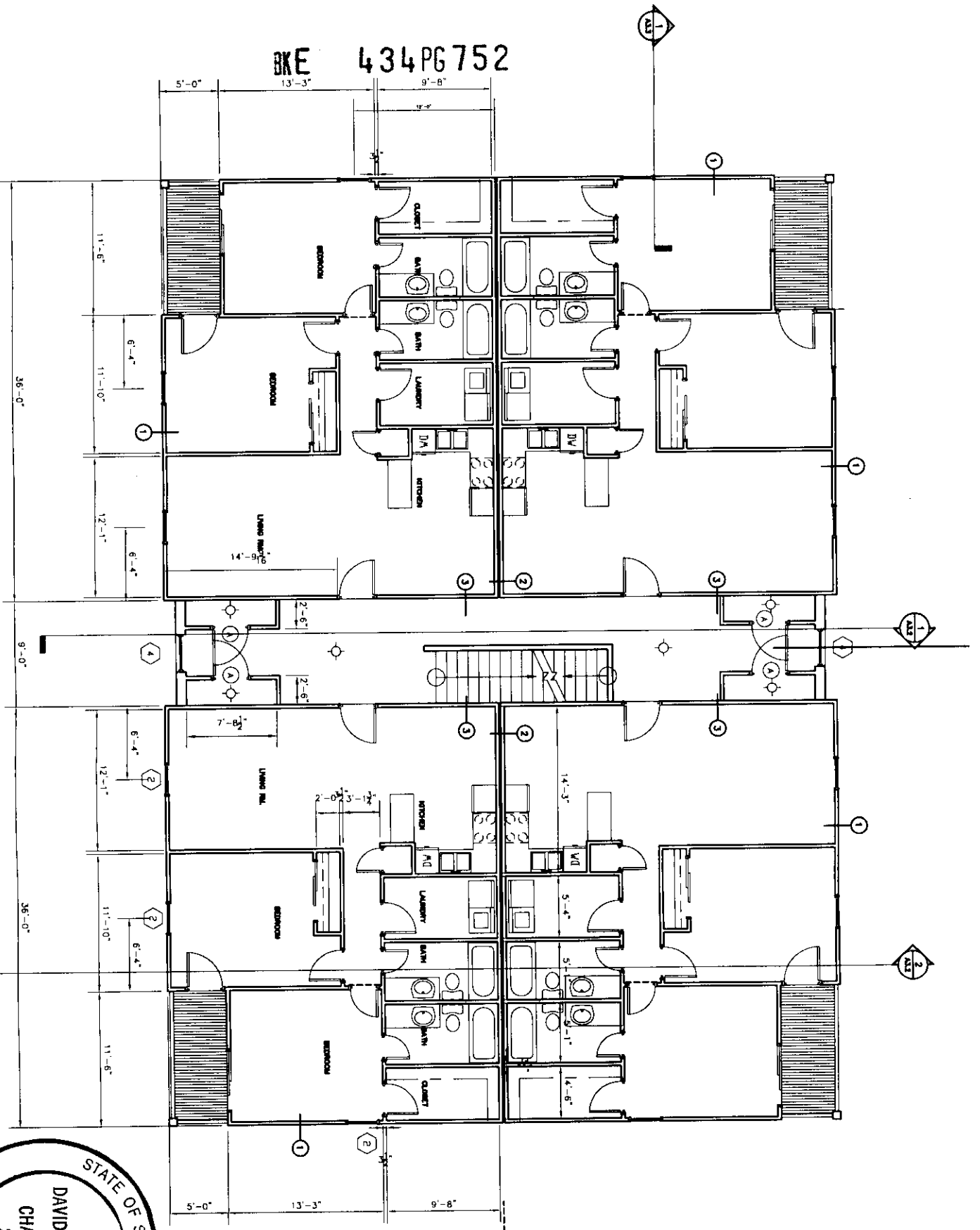
A3.1

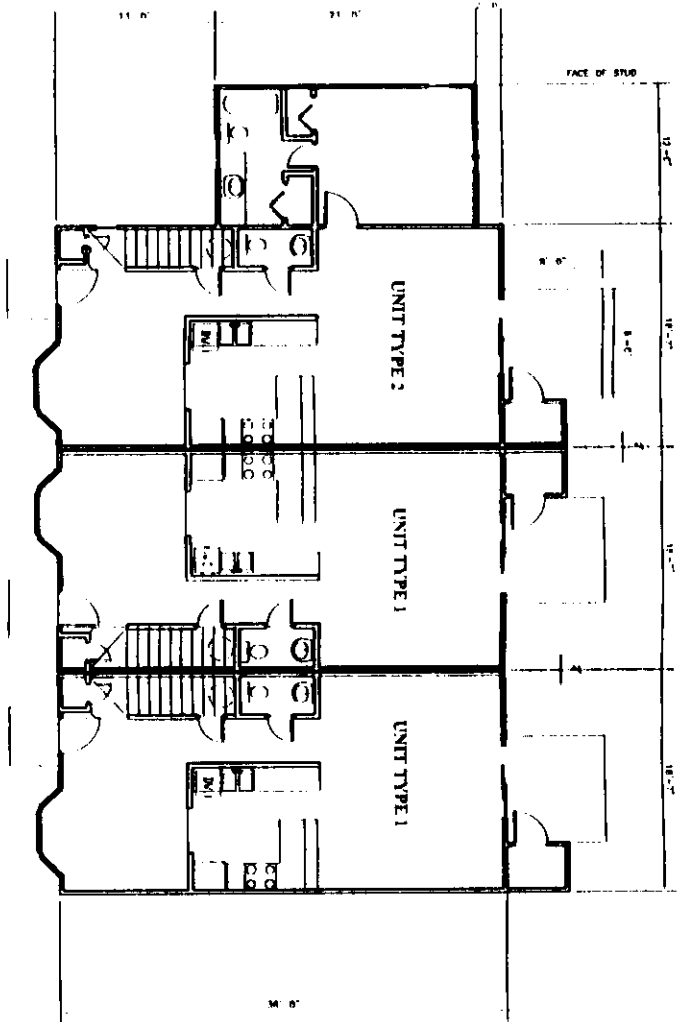
A3.1



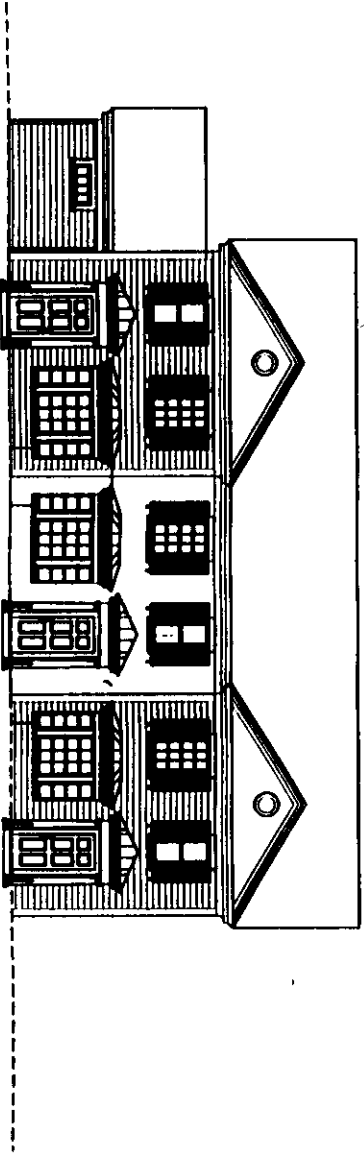
BKE 434 PG 752

FLOOR PLAN - LEVEL TWO
BUILDINGS A, B & C

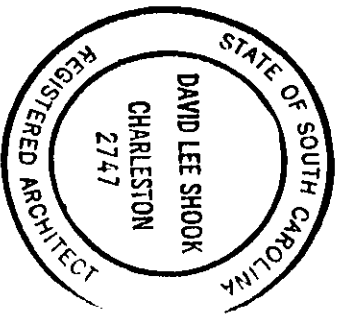


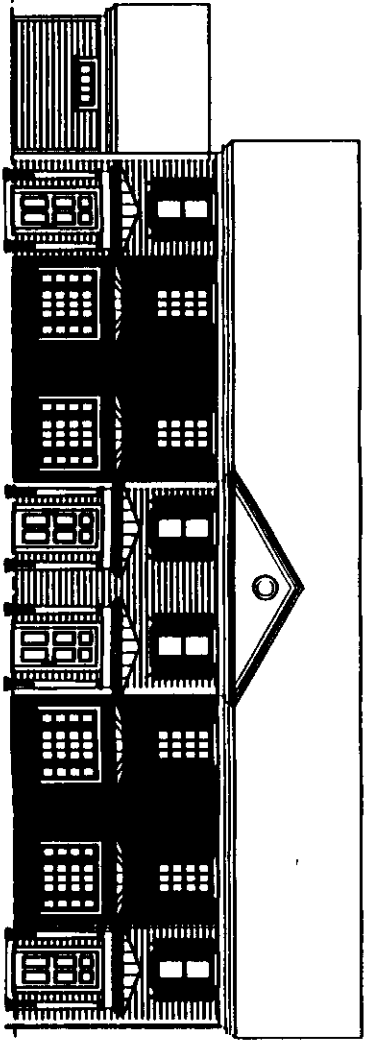
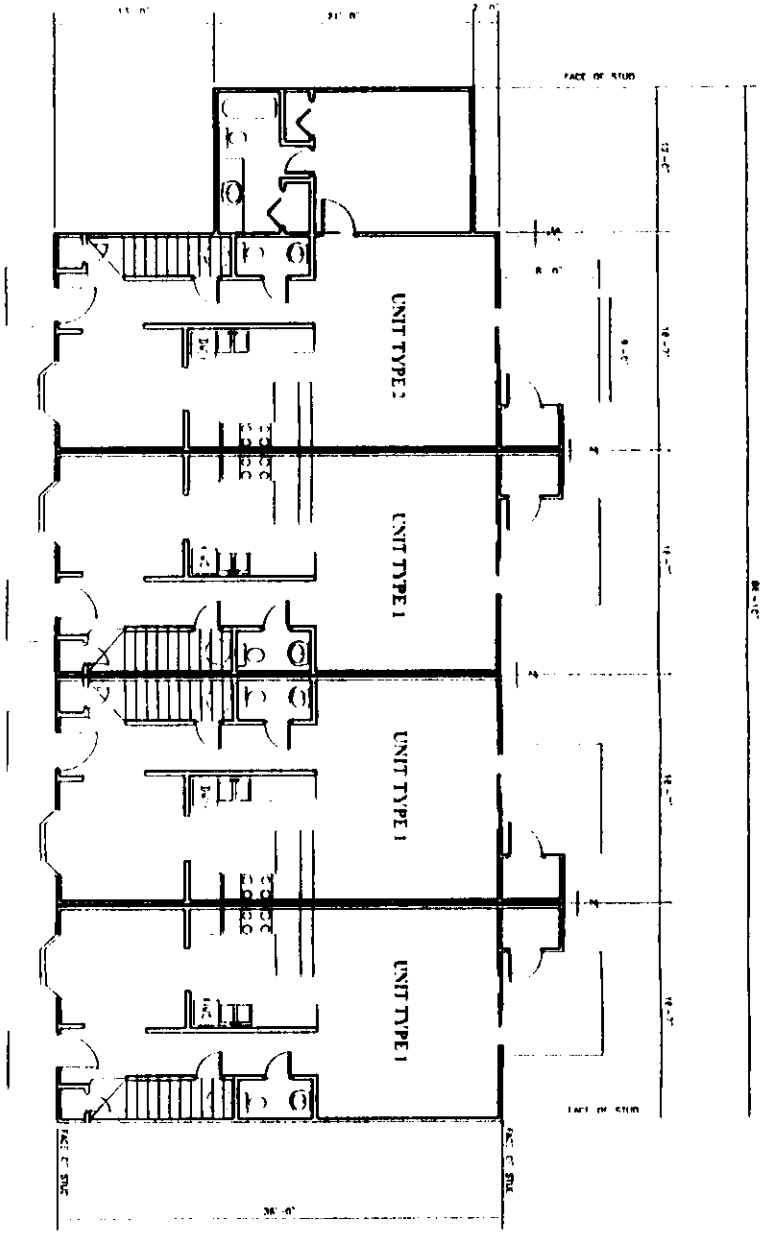


CONT. ROSE VENT.
-VELOC. A. ROSES

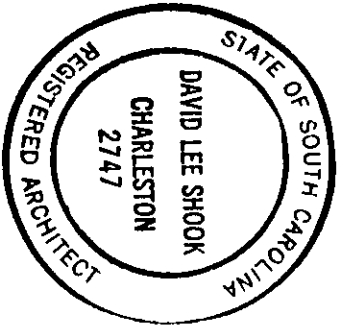


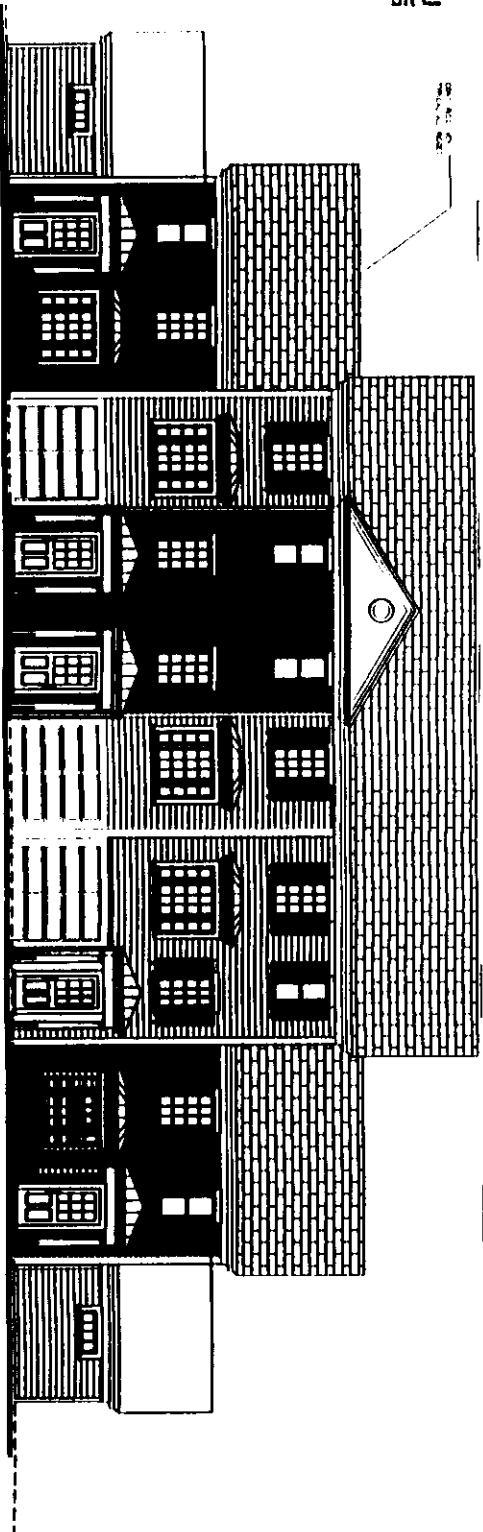
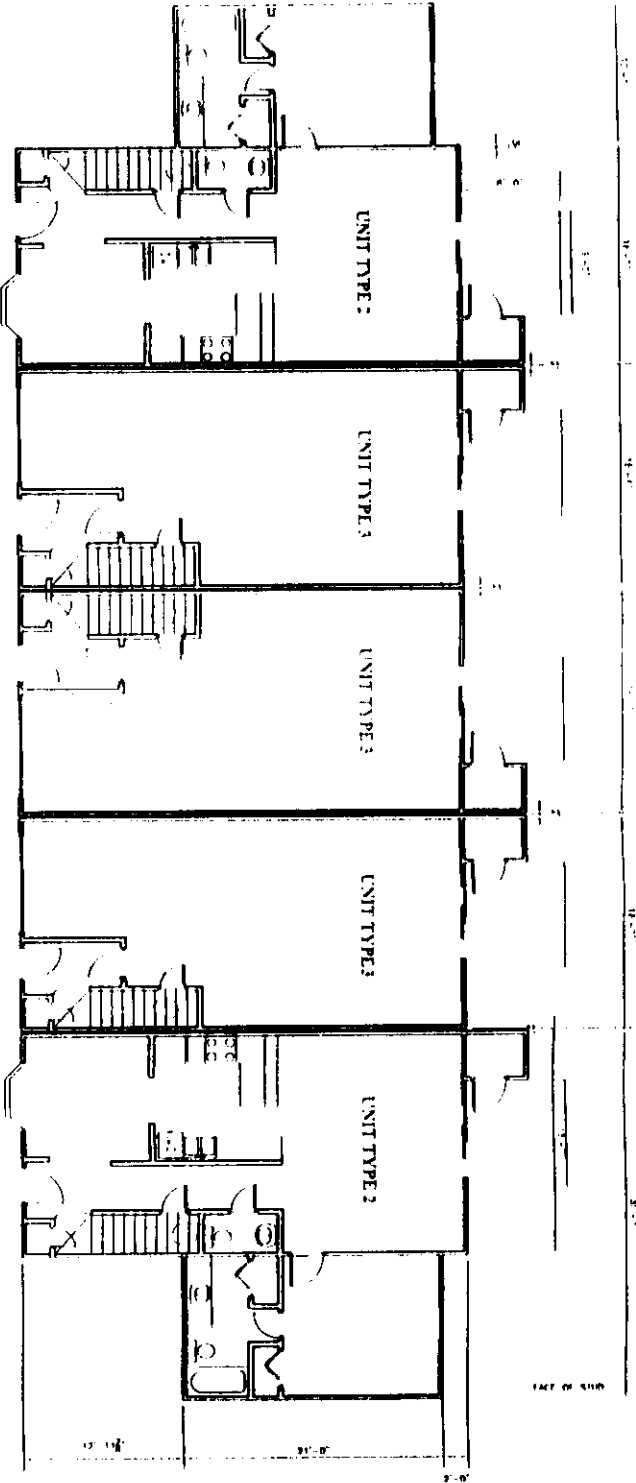
UNIT D -FIRST FLOOR PLAN & ELEVATION
 RADCLIFFE PLACE TOWNHOMES



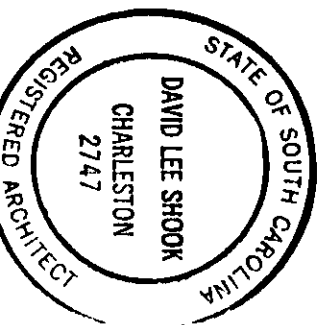


BUILDING E - FIRST FLOOR PLAN & ELEVATION
RADCLIFFE PLACE TOWNHOMES

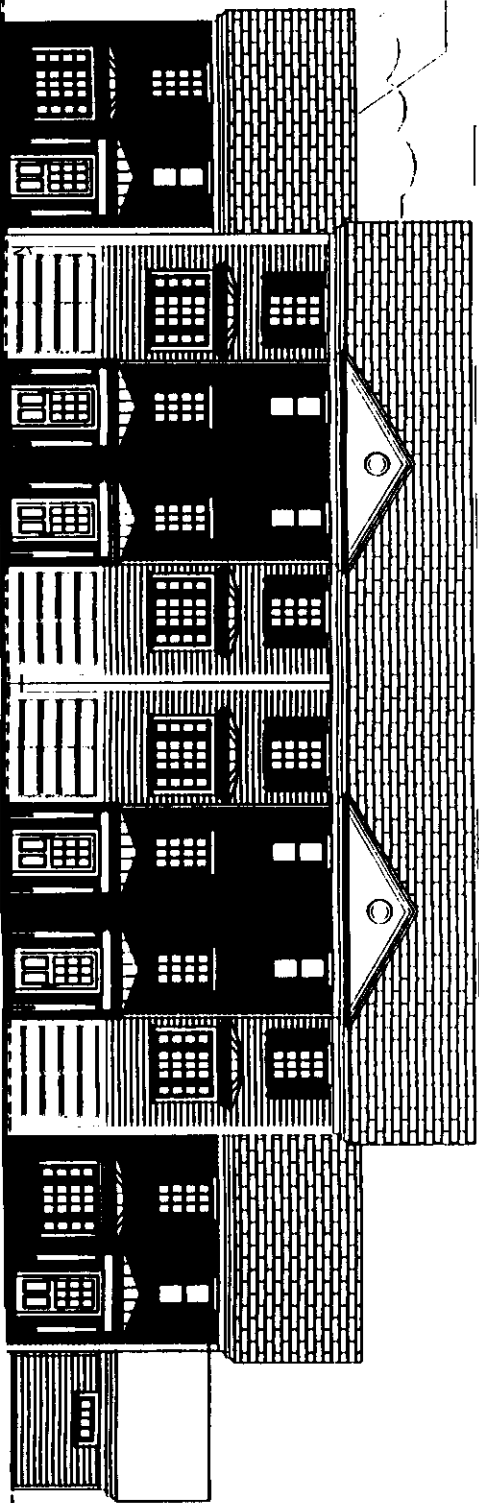
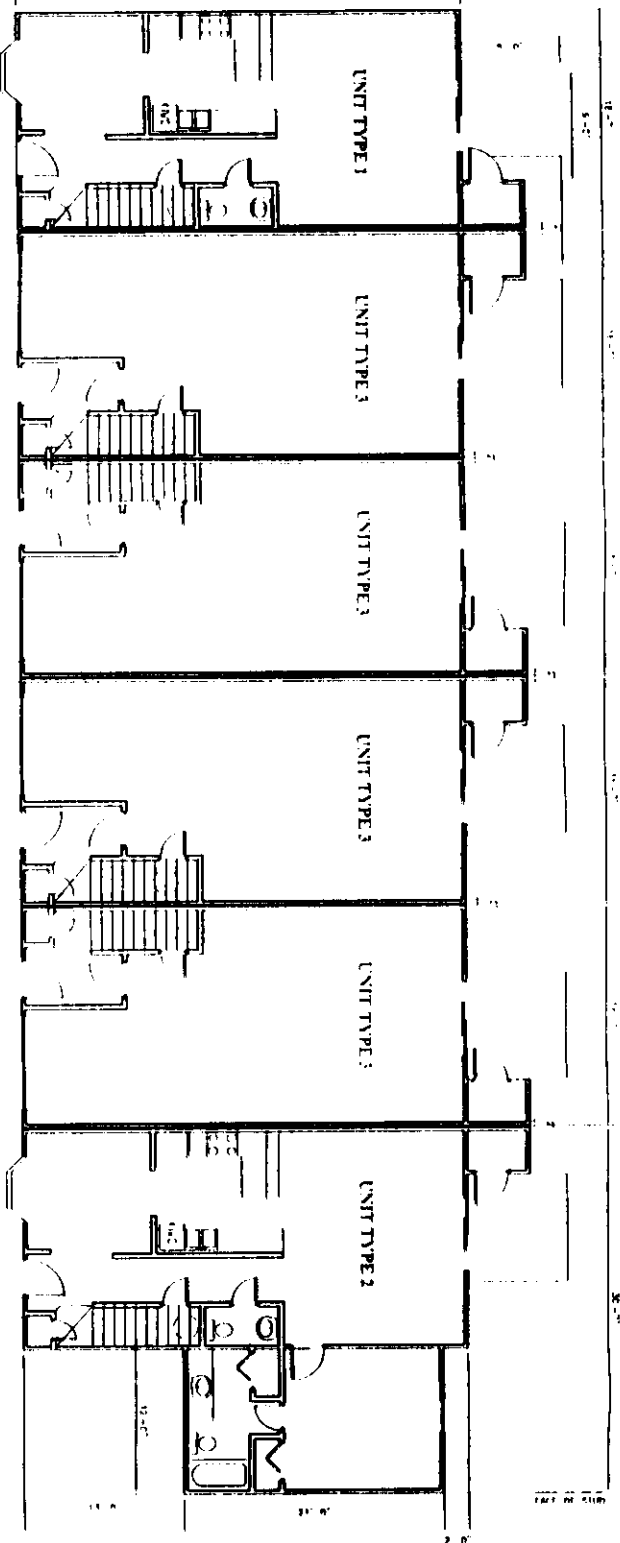




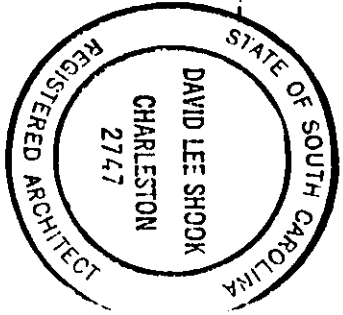
BUILDING F - FIRST FLOOR PLAN & ELEVATION
RADCLIFFE PLACE TOWNHOMES

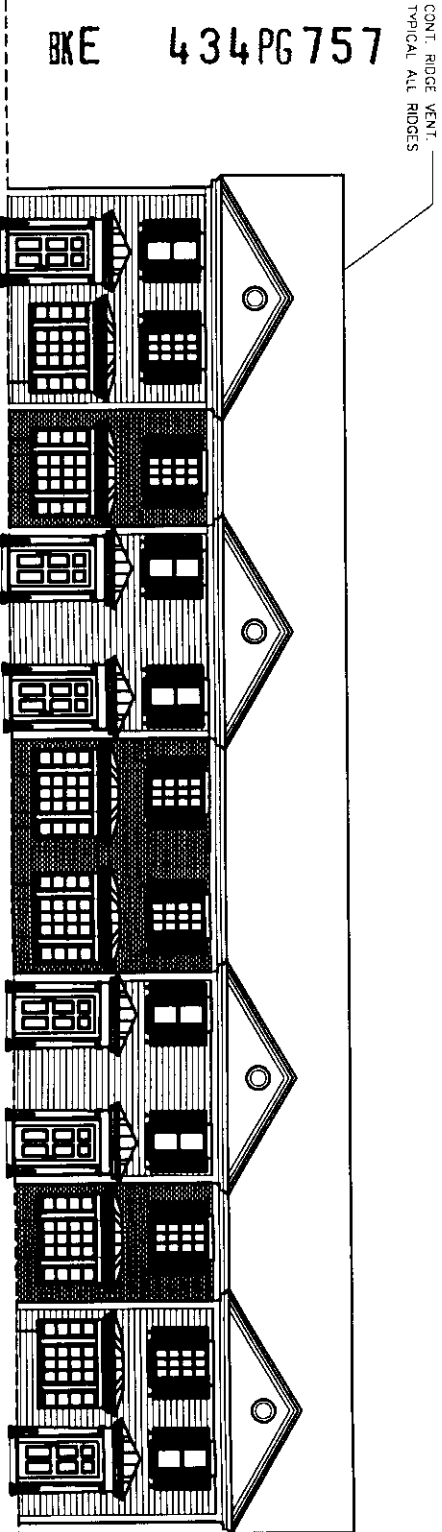
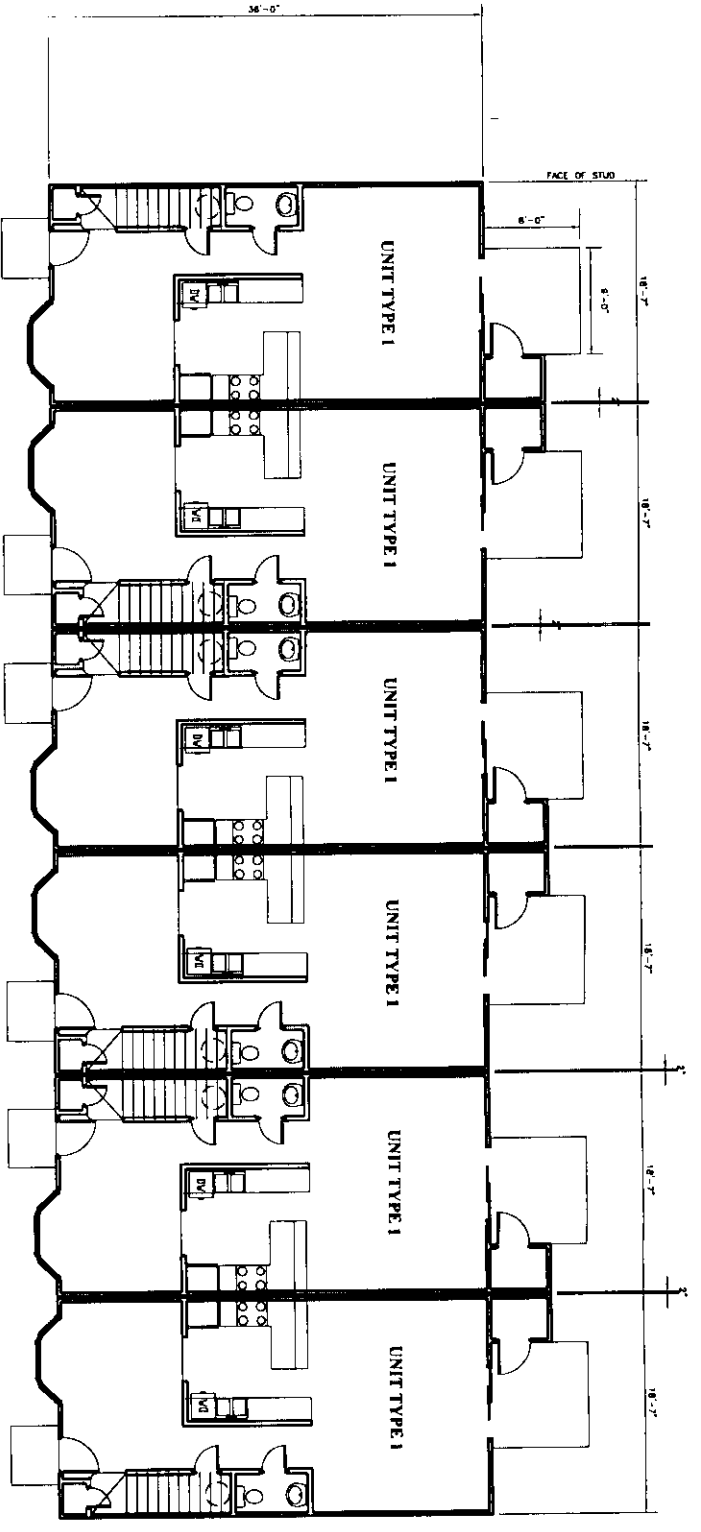


BKE 434PG756

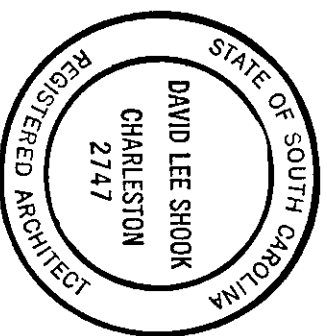


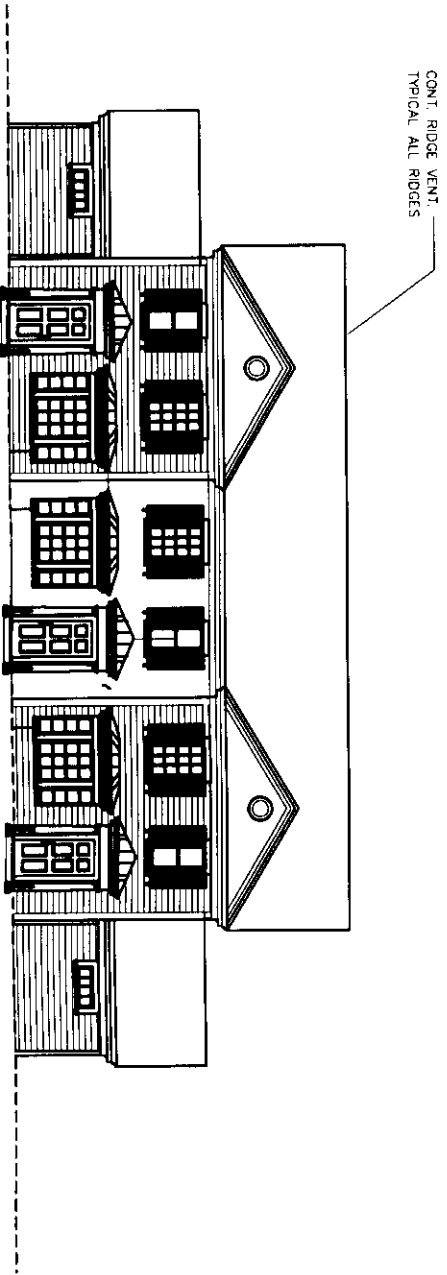
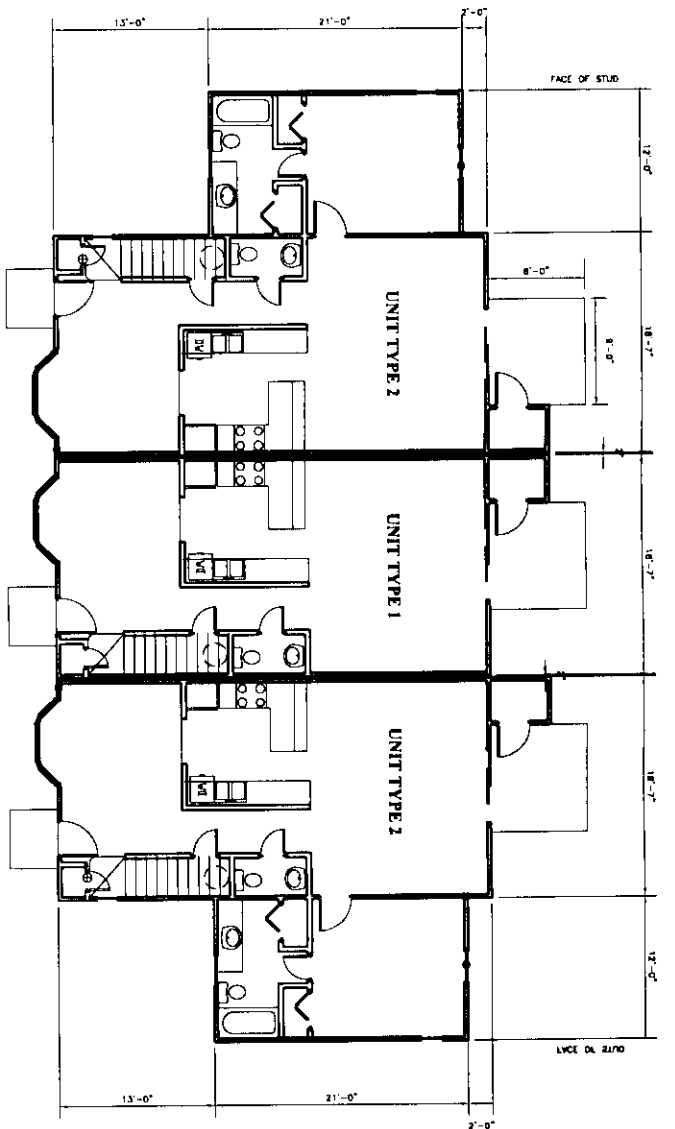
BUILDING G, H & L - FIRST FLOOR PLAN & ELEVATION
RADCLIFFE PLACE TOWNHOMES



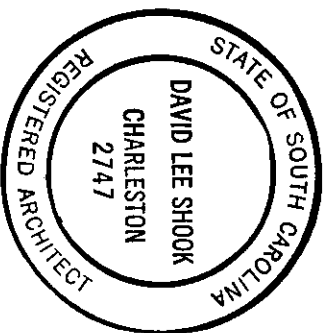


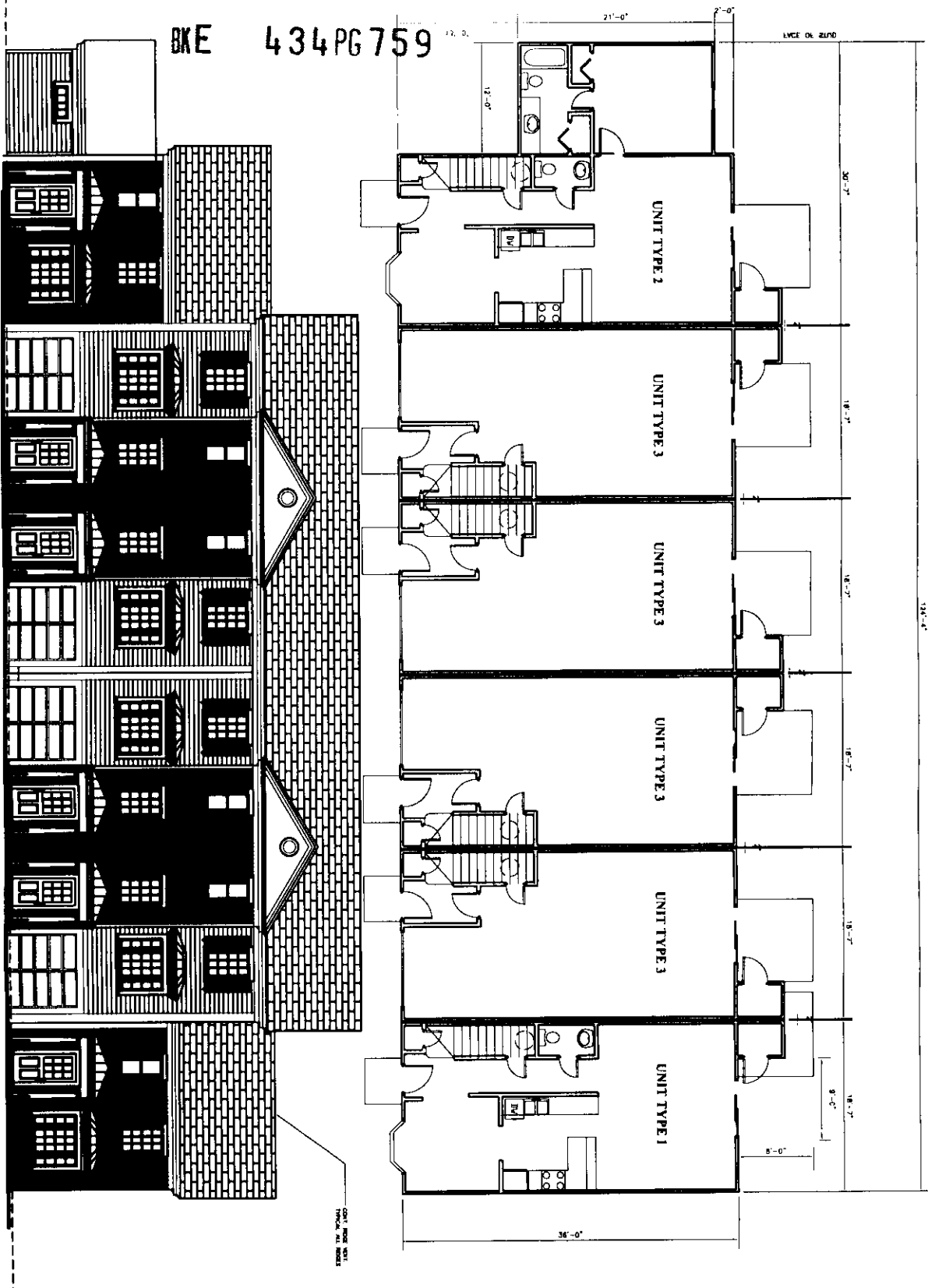
UNITS I & J - FIRST FLOOR PLAN & ELEVATION
 1/4" = 1'-0"
RADCLIFFE PLACE TOWNHOMES





UNIT K - FIRST FLOOR PLAN & ELEVATION
 1/4" = 1'-0"
RADCLIFFE PLACE TOWNHOMES



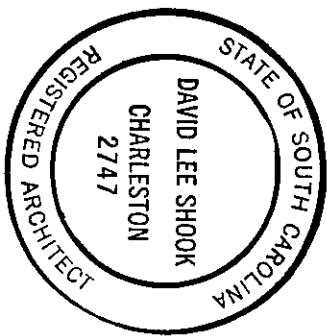


BKE 434 PG 759

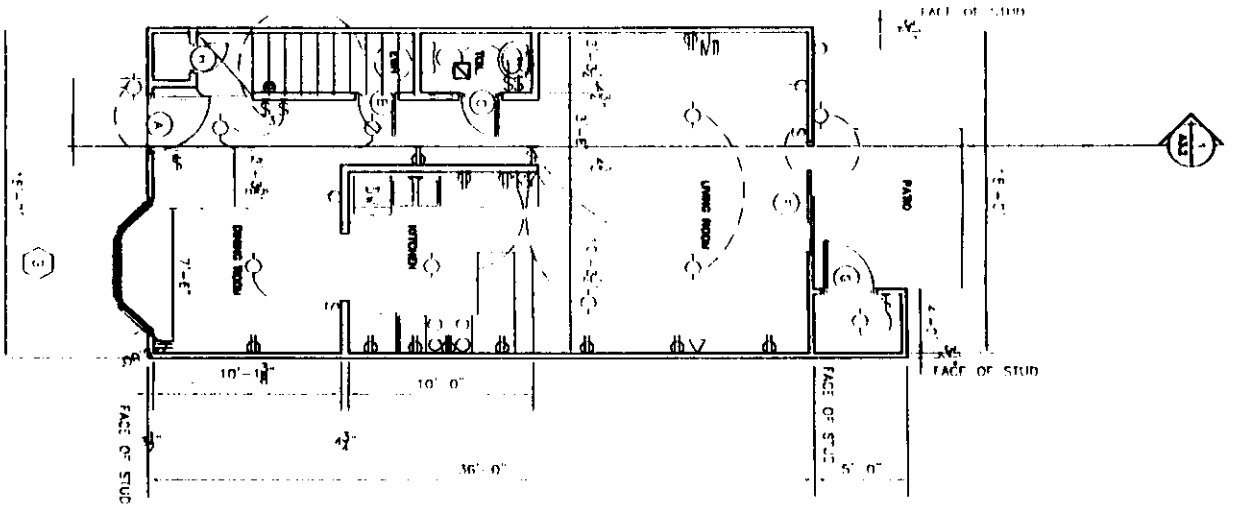
LEVEL OF ZUNO

UNIT 1, SHOWING UNIT
TYPICAL ALL UNITS

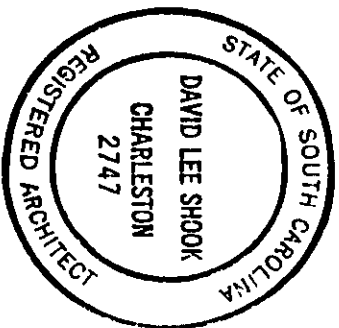
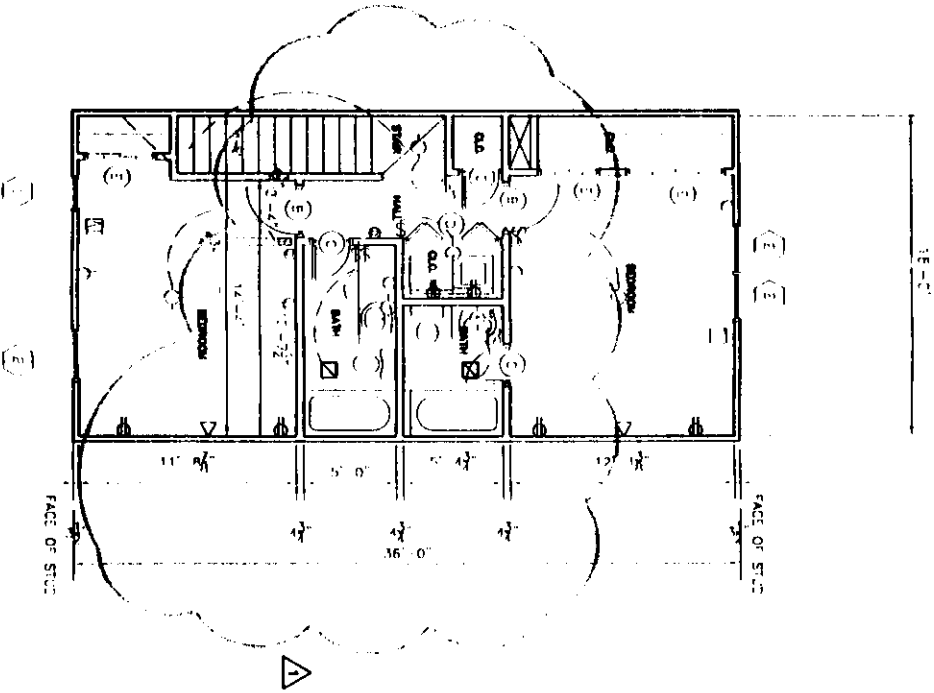
BUILDING M - FIRST FLOOR PLAN & ELEVATION
 1/4" = 1'-0"
RADCLIFFE PLACE TOWNHOMES



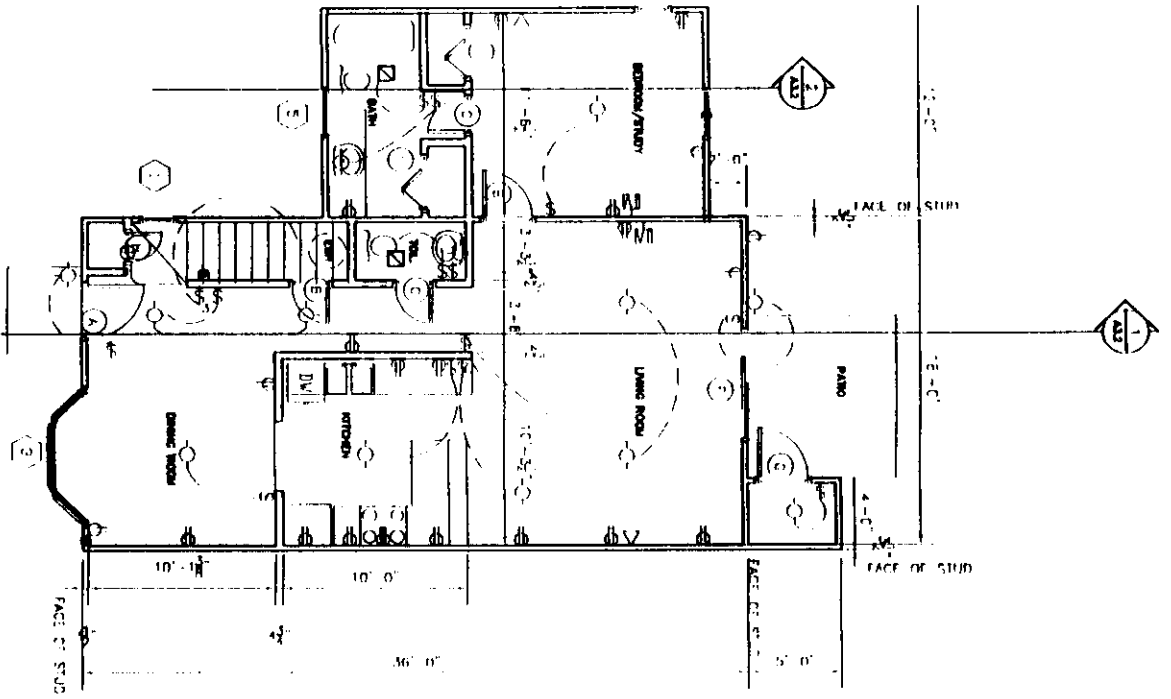
UNIT TYPE 1 - FIRST FLOOR PLAN



UNIT TYPE 1 - SECOND FLOOR PLAN

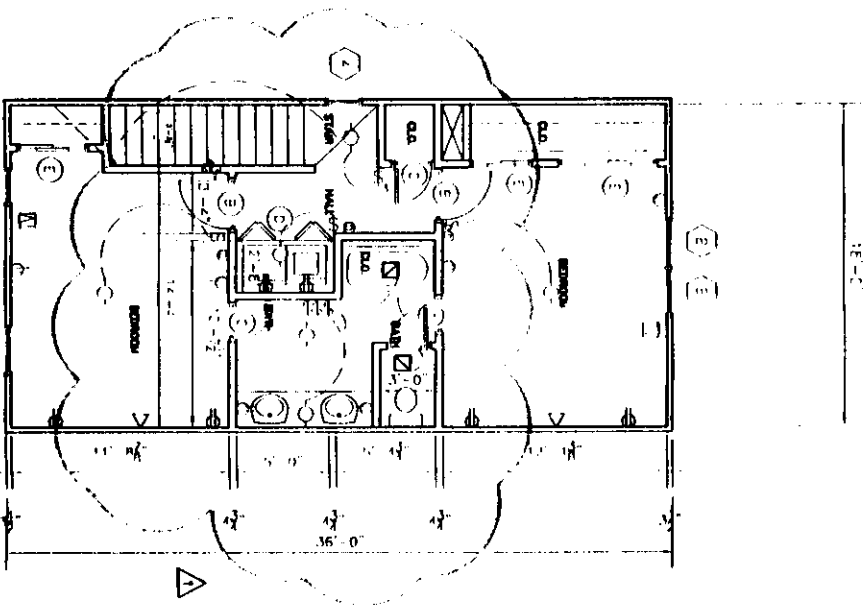


BKE 434 PG 761



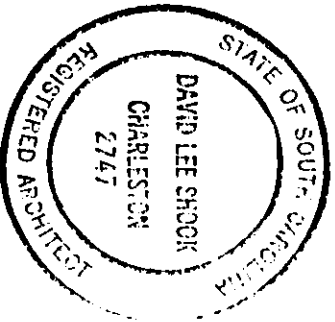
UNIT TYPE 2 - FIRST FLOOR PLAN

BLOCK NAME - UNIT2-1ST



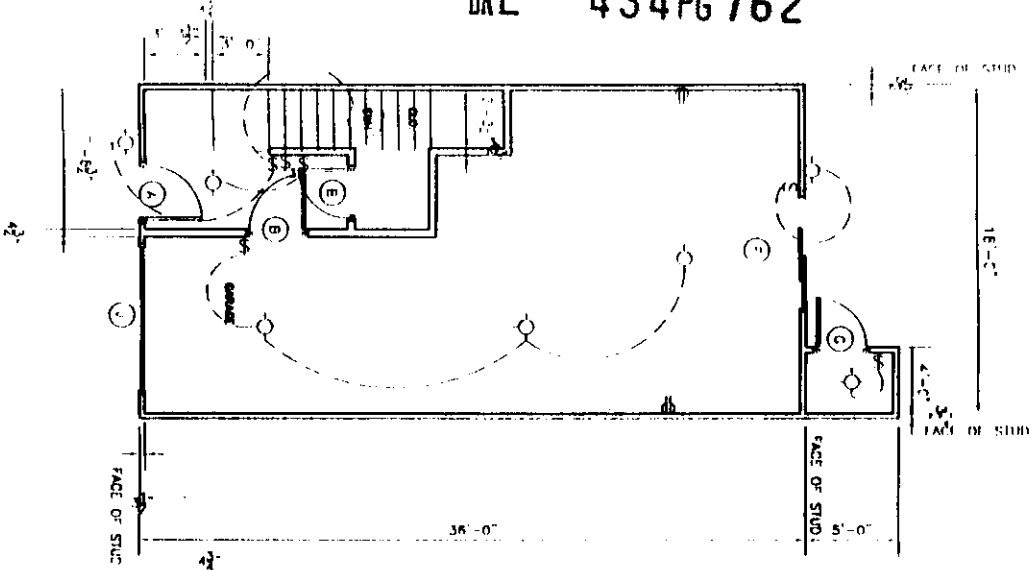
UNIT TYPE 2 - SECOND FLOOR PLAN

BLOCK NAME - UNIT 2-2ND

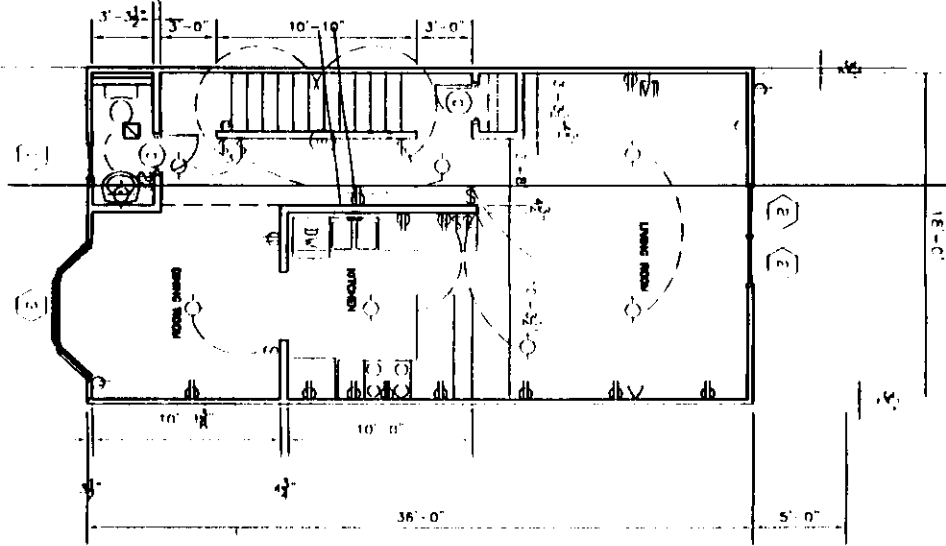


BXE 434 PG 762

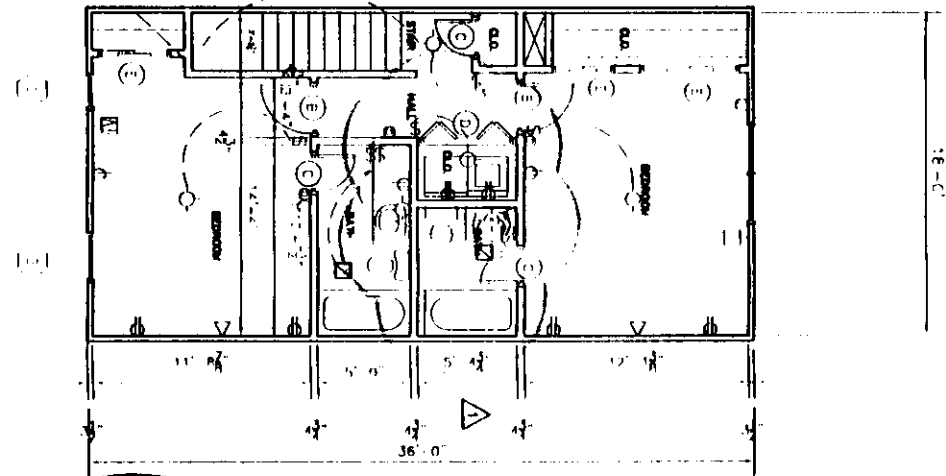
UNIT TYPE 3 - FIRST FLOOR PLAN



UNIT TYPE 3 - SECOND FLOOR PLAN



UNIT TYPE 3 - THIRD FLOOR PLAN



BLOCK NAME -

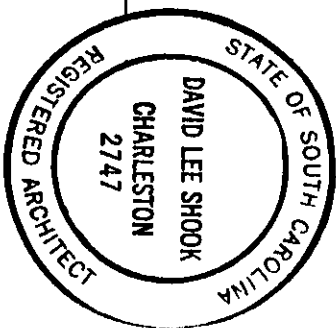


EXHIBIT "E"
PROPERTY RIGHTS AND PERCENTAGES
OF OWNERSHIP INTERESTS

Residence #	Heated Space	Evaluated	Factor	Share factor	Phase 1	Phase 1 & 2
Building D						
1	1338	NO	0	1338	3.58%	1.33%
2	1338	NO	0	1338	3.58%	1.33%
3	1590	NO	0	1590	4.25%	1.58%
Building E						
1	1338	NO	0	1338	3.58%	1.33%
2	1338	NO	0	1338	3.58%	1.33%
3	1338	NO	0	1338	3.58%	1.33%
4	1590	NO	0	1590	4.25%	1.58%
Building F						
1	1590	NO	0	1590	4.25%	1.58%
2	1338	YES	342	1680	4.49%	1.67%
3	1338	YES	342	1680	4.49%	1.67%
4	1338	YES	342	1680	4.49%	1.67%
5	1590	NO	0	1590	4.25%	1.58%
Building G						
1	1590	NO	0	1590	4.25%	1.58%
2	1338	YES	342	1680	4.49%	1.67%
3	1338	YES	342	1680	4.49%	1.67%
4	1338	YES	342	1680	4.49%	1.67%
5	1338	YES	342	1680	4.49%	1.67%
6	1338	NO	0	1338	3.58%	1.33%
Building H						
1	1590	NO	0	1590	4.25%	1.58%
2	1338	YES	342	1680	4.49%	1.67%
3	1338	YES	342	1680	4.49%	1.67%
4	1338	YES	342	1680	4.49%	1.67%
5	1338	YES	342	1680	4.49%	1.67%
6	1338	NO	0	1338	3.58%	1.33%
Building I						
1	1338	NO	0	1338		1.33%
2	1338	NO	0	1338		1.33%
3	1338	NO	0	1338		1.33%
4	1338	NO	0	1338		1.33%
5	1338	NO	0	1338		1.33%
6	1338	NO	0	1338		1.33%
Subtotal						
				37386	100.00%	

Building J

1	1338	no	0	1338	1.33%
2	1338	no	0	1338	1.33%
3	1338	no	0	1338	1.33%
4	1338	no	0	1338	1.33%
5	1338	no	0	1338	1.33%
6	1338	no	0	1338	1.33%

Building K

1	1590	no	0	1590	1.59%
2	1338	no	0	1338	1.33%
3	1590	no	0	1590	1.59%

Building L

1	1590	no	0	1590	1.59%
2	1338	yes	342	1680	1.67%
3	1338	yes	342	1680	1.67%
4	1338	yes	342	1680	1.67%
5	1338	yes	342	1680	1.67%
6	1338	no	0	1338	1.33%

Building M

1	1338	no	0	1338	1.33%
2	1338	yes	342	1680	1.67%
3	1338	yes	342	1680	1.67%
4	1338	yes	342	1680	1.67%
5	1338	yes	342	1680	1.67%
6	1590	no	0	1590	1.59%

Building A

Residence #	Heated space	Elevated	Elevated Factor		
1	909	no	0	909	0.90%
2	909	no	0	909	0.90%
3	909	no	0	909	0.90%
4	909	no	0	909	0.90%
5	909	no	0	909	0.90%
6	909	no	0	909	0.90%
7	909	no	0	909	0.90%
8	909	no	0	909	0.90%

EXHIBIT "F"
BY-LAWS OF
RADCLIFFE PLACE
HOMEOWNERS' ASSOCIATION, INC.

a non-profit corporation existing under
the laws of the State of South Carolina

-providing for-

THE ADMINISTRATION OF
RADCLIFFE PLACE
HORIZONTAL PROPERTY REGIME
BY-LAWS OF
RADCLIFFE PLACE

HOMEOWNERS' ASSOCIATION, INC.

a non-profit corporation existing under
the laws of the State of South Carolina

are hereby amended as follows:

1. **ARTICLE VI FISCAL MANAGEMENT, Section 5. Payment of Assessments.** is amended to read as follows:

A. The total amount of the estimated funds required for the operation of the Property set forth in the general budget for the fiscal year adopted by the Board of Directors shall be assessed against each Co-Owner in proportion to his or her respective percentage value in the completed buildings which have obtained Certificates of Occupancy from the City of Charleston. The

respective percentage values shall be determined by converting a fraction of which the denominator is the total square footage of all buildings which have obtained a Certificate of Occupancy from the City of Charleston with the nominator being the square footage of the Co-Owner's Condominium Unit. The amount of this assessment as determined by the respective percentage value of the completed buildings, shall be a lien against each Co-Owner's Condominium Unit as follows: All sums assessed by the Board of Directors or the management agent, if any, as specified in these By-Laws, but unpaid, for a share of Common Expenses chargeable to any Condominium Unit shall constitute a lien on such Condominium Unit prior to all other liens except only (i) tax liens on Condominium Units and, (ii) mortgage or other liens duly recorded covering the Condominium Unit. Such lien may be foreclosed by suit by the Board of Directors or their agent as specified in the By-Laws and acting on behalf of the Council of Co-Owners, in like manner as a mortgage of real property. In any foreclosure, the Board of Directors or its agent, acting on behalf of the Council of Co-Owners, shall have the power to bid on the Condominium Unit at foreclosure sale and to acquire, lease, or mortgage and convey the same.

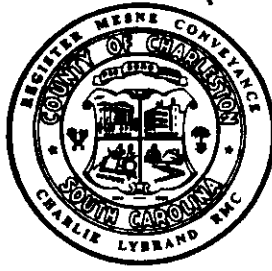
Where the Mortgagee of any mortgage of record or other purchaser of a Condominium Unit obtains title at the foreclosure sale of such a mortgage, such acquirer of title, his successors and assigns shall not be liable for the share of Common Expenses of assessments by the Co-Owners chargeable to such Condominium Unit accruing after the date of recording such mortgage but prior to the acquisition of title to such Condominium Unit by such acquisition. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectable from all of the Condominium Unit Co-Owners, including such acquirer, his successors and assigns. Future assessments will be the responsibility of purchaser of the unit estate at the foreclosure sale.

On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, such Co-Owner shall be obligated to pay to the Board of Directors or the management agent (as determined by the Board of Directors), one-twelfth (1/12th) of the Assessment for such fiscal year made pursuant to the foregoing provisions. The Board may also collect Assessments on a quarterly or annual basis as they determine from time to time. Any amount accumulated in excess of the amount required for actual expenses and reserves may, if the Board of Directors deems it advisable, be credited according to each Co-Owner's percentage value in the total square footage of the completed buildings which have obtained a Certificate of Occupancy to the installments due in the succeeding months of that fiscal year.

All other terms and conditions of ARTICLE SIX and all other terms and conditions of the ByLaws not inconsistent herewith, shall remain in full force and effect.

RECORDER'S PAGE

**This page Must remain with
the original document.**



BE 434PG768

Recording

Fee 39.00

State

Fee _____

County

Fee _____

Postage _____

TOTAL 39.00

A

DODDS & HENNESSY, LLP
ATTORNEYS AT LAW

FILED

E 434-736

2003 JAN 27 PM 1:25

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP JRR

DATE 2/7/03

RECEIVED FROM RMC

FEB 07 2003

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR