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BOOK 767 PAGE 199

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

FIRST AMENDMENT TO THE MASTER  
DEED OF SPENCE'S POINT  
HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this First Amendment to the Master Deed of Spence's Point Horizontal Property Regime is made on the date hereinafter set forth by the First Service Corporation of S.C. ("Declarant").

W I T N E S S E T H

WHEREAS, Declarant has heretofore committed certain real property to the Spence's Point Horizontal Property Regime ("Regime") by the Master Deed of Spence's Point Horizontal Property Regime, which Master Deed is recorded in the Office of the RMC for Lexington County, South Carolina in Deed Book 754 at Page 1; and

WHEREAS, said Master Deed provides for the inclusion of additional Phases in the Regime; and

WHEREAS, Declarant now wishes to annex additional property, improvements and units and amend said Master Deed for the purposes of creating Phases II, III and IV of the Regime;

NOW, THEREFORE, Declarant does hereby submit the property described in Phases II, III and IV, being more particularly described hereinafter in this Amendment and exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, S.C. Code Section 27-31-10, et. seq. 1976 Code of Laws, as Amended, and does further submit said property to the provisions of the Master Deed of Spence's Point Horizontal Property Regime and the exhibits thereto, the same being recorded in the

NOV 24 12 07 PM '88  
JOAN E. TAYLOR  
LEXINGTON COUNTY

*Amended Deed see BB Vol 9 pg. 16*

BOOK 767 PAGE 199

Office of the RMC for Lexington County, South Carolina in Deed Book 754 at Page 1.

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 the Regime, Phases II, III and IV, as described in the Exhibits to this Amendment, and includes the land, the building, 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 the 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 and in the Exhibits hereto as Phases II, III and IV.

ARTICLE II.

RIGHTS AND OBLIGATIONS

There is appurtenant to each unit in Phases I, II, III and IV a right to vote, which shall be exercised by the voting member at all matters to come before the Spence's Point Council of Co-Owners (being more fully described in the Master Deed). By reason that Phases II, III and IV having now been included within the Regime, there is appurtenant to each unit an undivided

percentage ownership interest in the common elements of the property and share in the common expenses and assessments and common surplus, all as is more fully shown in Exhibits D-1 through D-4 to the Master Deed.

ARTICLE III.

UNITS

The location, dimensions and approximate square footage of each unit in Phases II, III and IV are as shown and described in Exhibits to this Amendment. All real property and improvements not included within the units, as units are defined in the Master Deed, are and shall be general common elements.

ARTICLE IV.

EASEMENTS AND OBLIGATIONS

There are easements, and the right is reserved to grant further easements including, but not limited to, across the paved areas of the common elements of Phases I, II, III and IV for ingress and egress as set forth and described in the Master Deed and Exhibits thereto and herein and in the Exhibits hereto. In addition, each co-owner in Phases II, III and IV shall be, as are the co-owners in Phase I, subject to each and every of the terms, provisions and requirements and granted the same rights as to Spence's Point Horizontal Property Regime as described in the Master Deed.

ARTICLE V.

PROVISIONS IN THE MASTER DEED

1. All provisions in the Master Deed of Spence's Point 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 Phases I, II, III and IV, their mortgagees and lien holders and the Declarant, except to the extent inclusion of Phases II, III and IV within the Regime requires a necessary change. The foregoing Master Deed and this Amendment shall be construed together as to create one unified horizontal property regime, pursuant to the laws of the State of South Carolina.

2. Nothing herein contained shall be construed to prevent the inclusion of additional phases by the Declarant as described in the Master Deed.

IN WITNESS WHEREOF, the Declarant, on behalf of itself and to bind itself, and its successors in interest, including all co-owners who comprise and shall comprise the Spence's Point Council of Co-Owners, has executed this First Amendment of Spence's Point Horizontal Property Regime as its act and deed, and in witness whereof, it, by and through its Vice-President, has set its hand and seal this 20 day of November, 1985.

SIGNED, SEALED & DELIVERED  
In The Presence Of:

FIRST SERVICE CORPORATION OF S.C.

William P. McElwee  
Jay Champney

By: [Signature]  
Its Vice President

STATE OF SOUTH CAROLINA )

COUNTY OF LEXINGTON )

PROBATE

PERSONALLY appeared before me, the above named witness, who being duly sworn, states that (s)he saw the within named Con Paul, as Vice President for First Service Corporation of S.C., sign, seal and deliver as his act and deed, the within First Amendment to the Master Deed of Spence's Point Horizontal Property Regime, and (s)he with the other above named witnessed the execution hereof.

Jay Chamber

SWORN to before me this 20  
Day of November, 1985.

William P. McCreed (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 10/26/94

LEGAL DESCRIPTION  
SPENCE'S POINT PHASES II, III & IV

PHASE II

ALL that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being near the Town of Lexington, County of Lexington, State of South Carolina, containing .37 acres and being shown and designated at Phase II on a plat of Spence's Point Phases II, III & IV Horizontal Property Regime prepared for the First Service Corporation of S.C., Inc. by Lott, Parrish & Associates, dated November 19, 1985, and recorded in the R.M.C. Office for Lexington County in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ and having the following measurements to-wit: Beginning at an iron pin at the southern most corner of the subject property and running North 74°12'3" West for a distance of Sixty-Three and 23/100ths (63.23') feet to an iron pin; thence turning and running North 14°24'16" West for a distance of Twenty-Nine and 27/100ths (29.27') feet to an iron pin; thence turning and running North 5°20'58" East for a distance of Thirty-Six and 20/100ths (36.20') feet to an iron pin; thence turning and running North 13°50'9" East for a distance of Thirty-Seven and 26/100ths (37.26') feet to an iron pin; thence turning and running North 19°16'17" East for a distance of Twenty-Nine and 50/100ths (29.50') feet to an iron pin; thence turning and running South 64°31'27" East for a distance of Twenty-Eight and 28/100ths (28.28') feet to an iron pin; thence turning and running North 22°24'4" East for a distance of Ninety-Seven and 27/100ths (97.27') feet to an iron pin; thence turning and running South 63°21'11" East for a distance of Fifty-Eight and 25/100ths (58.25') feet to an iron pin; thence turning and running South 22°24'4" West for a distance of One Hundred (100.0') feet to an iron pin; thence turning and running South 75°59'42" East for a distance of Nineteen and 37/100ths (19.37') feet to an iron pin; thence turning and running South 12°50'25" West for a distance of Thirty-Seven and 51/100ths (37.51') feet to an iron pin; thence turning and running North 77°9'35" West for a distance of Twenty-Five and 75/100ths (25.75') feet to an iron pin; thence turning and running South 12°50'25" West for a distance of Seventy-One and 07/100ths (71.07') feet to the point of beginning. Be all measurements a little more or less.

PHASE III

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the Town of Lexington, County of Lexington, State of South Carolina, containing .36 acres and being shown and designated as Phase III on a plat of Spence's Point Phases II, III & IV Horizontal Property Regime prepared for the First Service Corporation of S.C., Inc. by Lott, Parrish & Associates, dated November 19, 1985 and recorded in the R.M.C. for Lexington County in Plat Book \_\_\_\_\_ at

Page \_\_\_\_\_ and having the following measurements to-wit: Beginning at an iron pin on the southern most corner of the property and running North  $63^{\circ}21'11''$  West for a distance of One Hundred Four and  $98/100$ ths (104.98') feet to an iron pin; thence turning and running North  $63^{\circ}13'57''$  West for a distance of Seventy and  $97/100$ ths (70.97') feet to an iron pin; thence turning and running North  $33^{\circ}33'0''$  East for a distance of Forty-Six and  $19/100$ ths (46.19') feet to an iron pin; thence turning and running North  $65^{\circ}35'0''$  East for a distance of One Hundred Twenty-Seven (127.0') feet to an iron pin; thence turning and running South  $30^{\circ}35'42''$  East for a distance of Thirty-Five and  $22/100$ ths (35.22') feet to an iron pin; thence turning and running South  $2^{\circ}24'27''$  East for a distance of Seventy-Three and  $70/100$ ths (73.70') feet to an iron pin; thence turning and running South  $4^{\circ}19'19''$  West for a distance of Sixty-Six and  $27/100$ ths (66.27') feet to the point beginning. Be all measurements a little more or less.

#### PHASE IV

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the Town of Lexington, County of Lexington, State of South Carolina, containing .59 acres and being shown and designated as Phase IV of a plat of Spence's Point Phases II, III & IV Horizontal Property Regime prepared for the First Service Corporation of S.C., Inc. by Lott, Parrish & Associates dated November 19, 1985, and recorded in the R.M.C. Office for Lexington County in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ and having the following measurements to-wit: Beginning at iron pin at the southwestern most corner of the property and running South  $66^{\circ}31'41''$  East for a distance of Forty-Two and  $37/100$ ths (42.37') feet to an iron pin; thence turning and running South  $63^{\circ}21'11''$  East for a distance of Fifty-Eight and  $25/100$ ths (58.25') feet to an iron pin; thence turning and running South  $4^{\circ}19'19''$  West for a distance of Sixty-Six and  $27/100$ ths (66.27') feet to an iron pin; thence turning and running South  $2^{\circ}24'27''$  East for a distance of Seventy-Three and  $70/100$ ths (73.70') feet to an iron pin; thence turning and running South  $30^{\circ}35'42''$  East for a distance of Thirty-Five and  $22/100$ ths (35.22') feet to an iron pin; thence turning and running North  $85^{\circ}22'0''$  West for a distance of Ninety-Six and  $20/100$ ths (96.20') feet to an iron pin; thence turning and running South  $75^{\circ}50'0''$  West for a distance of Forty-Seven and  $50/100$ ths (47.50') feet to an iron pin; thence turning and running North  $9^{\circ}1'25''$  West for a distance of Sixteen and  $64/100$ ths (16.64') feet to a manhole; thence turning and running North  $16^{\circ}51'41''$  West for a distance of Thirty-Four and  $73/100$ ths (34.73') feet to an iron pin; thence turning and running North  $40^{\circ}39'25''$  West for a distance of Twenty-Six and  $93/100$ ths (26.93') feet to an iron pin; thence turning and running North  $16^{\circ}28'19''$  East for a distance of Eighty-Six and  $62/100$ ths (86.62') feet to an iron pin; thence turning and running North  $32^{\circ}32'41''$  East for a distance of Seventy-Five and  $59/100$ ths

(75.59') feet to the point of beginning. Be all measurements a little more or less.

Subject to the express reservation of the Owners Association of the right to grant easements for such purposes as it determines in its sole discretion appropriate and to designate the beneficiaries thereof for such time as it determines in its sole discretion. Such rights include, but are not limited to, reservation unto itself, its successors and assigns, and the right to grant to others (including owners, occupants and users of other properties, facilities and horizontal property regimes within the project or within the proximity thereto), easements for access and for ingress and egress across portions of the submitted property suitable for such purpose, for pedestrian and vehicular purposes, for utility services and drains, easements for future developments to use the boat ramps, amenities and facilities existing in Phases II, III & IV, provided any grant of use(s) of facilities or amenities shall require the grantee(s) thereof to pay fees commensurate with such use(s) for such use(s). When the Owners Association relinquishes such right, the Association shall be empowered to grant such easements. While the Declarant has the right to grant easements, the consent and approval of the Association to the granting thereof shall not be required. No easement shall be granted by the Association if as a result thereof any buildings or other improvements in the Regime would be structurally weakened or the security of any mortgage of record would be adversely effected without its written consent.



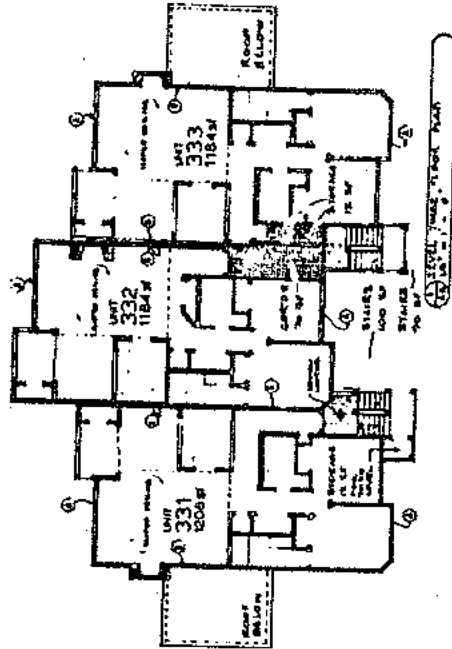


SPENCES POINT ON THE MURRAY LEANINGTON COUNTY SC

DATE: 1-11-10

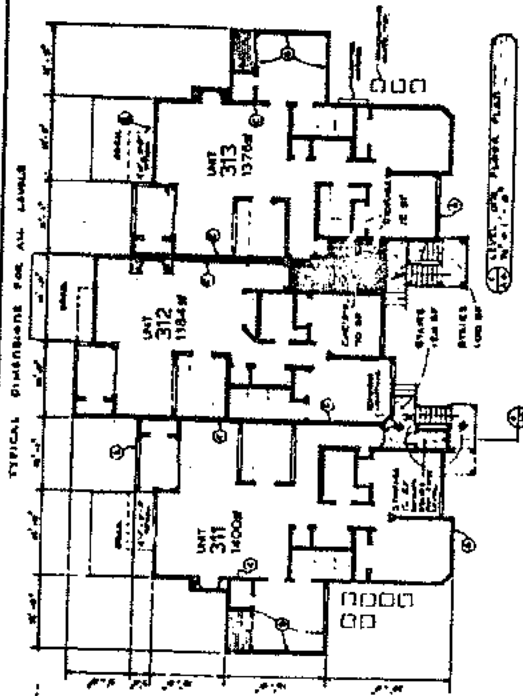
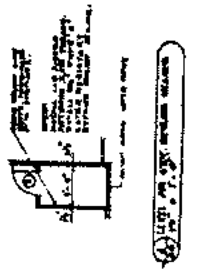
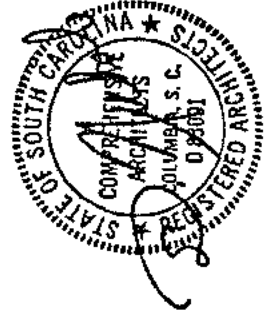
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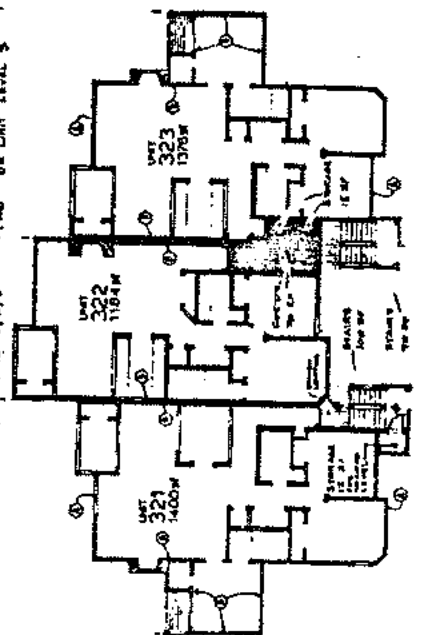


2ND FLOOR NOTES

- 1. STAIRS W.A.C. ALL LEVELS AT FRONT END OF EACH WING.
  - 2. STAIRS W.A.C. AT THIS STAIR AREA AT END OF BUILDING.
  - 3. STAIRS W.A.C. AT REAR LEVEL PARTY AND END WALL.
  - 4. STAIRS W.A.C. AT SECOND LEVEL PARTY AND END WALL.
  - 5. STAIRS W.A.C. AT THIRD LEVEL PARTY AND END WALL.
- SEE LIFT BEARING STAIRS TO BE 10' x 6".  
ALL LOAD BEARING WALLS TO HAVE REINFORCING STEEL AT 18" ON CENTER.



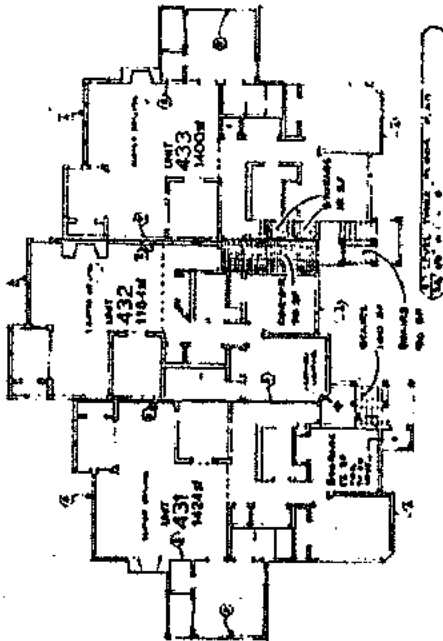
TRASH RE UNIT (SEE) LEVEL 1, 2, 3  
TRASH RE UNIT (SEE) LEVEL 1, 2, 3  
TRASH RE UNIT (SEE) LEVEL 1, 2, 3



SPENCES POINT  
ON LAKE MURRAY  
LORNINGTON COUNTY S.C.

UNIT 410  
RADIO ROOM  
ELECTRICAL  
MATERIALS

AGA

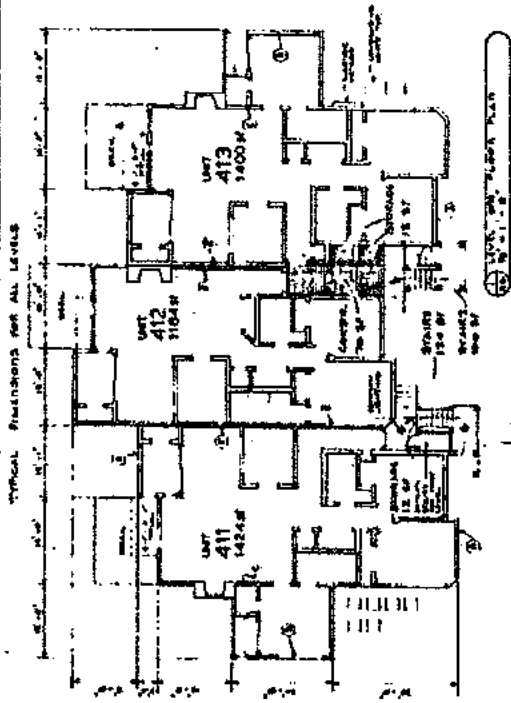


**STUD NOTES**

- 1. STAIRS AT ALL LEVELS AT POINT AND BELL HALLS.
- 2. STAIRS AT ALL LEVELS AT BELL HALLS.
- 3. STAIRS AT ALL LEVELS AT POINT LEVEL PARTY AND BELL HALLS.
- 4. STAIRS AT ALL LEVELS AT SECOND LEVEL PARTY AND BELL HALLS.
- 5. STAIRS AT ALL LEVELS AT THIRD LEVEL PARTY AND BELL HALLS.
- 6. STAIRS AT ALL LEVELS AT BELL HALLS.
- 7. ALL BELL HALLS SHALL BE MADE SELF-CLOSING TYPE AT ALL LEVELS.

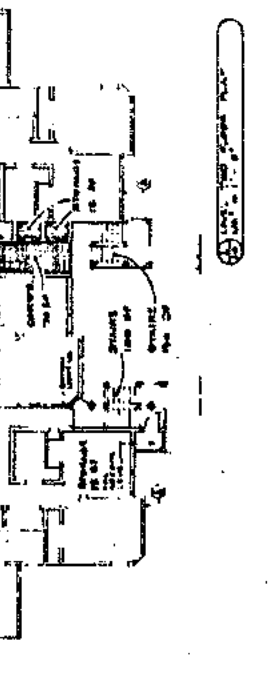


UNIT 410  
RADIO ROOM  
ELECTRICAL  
MATERIALS

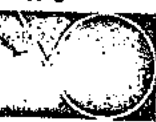


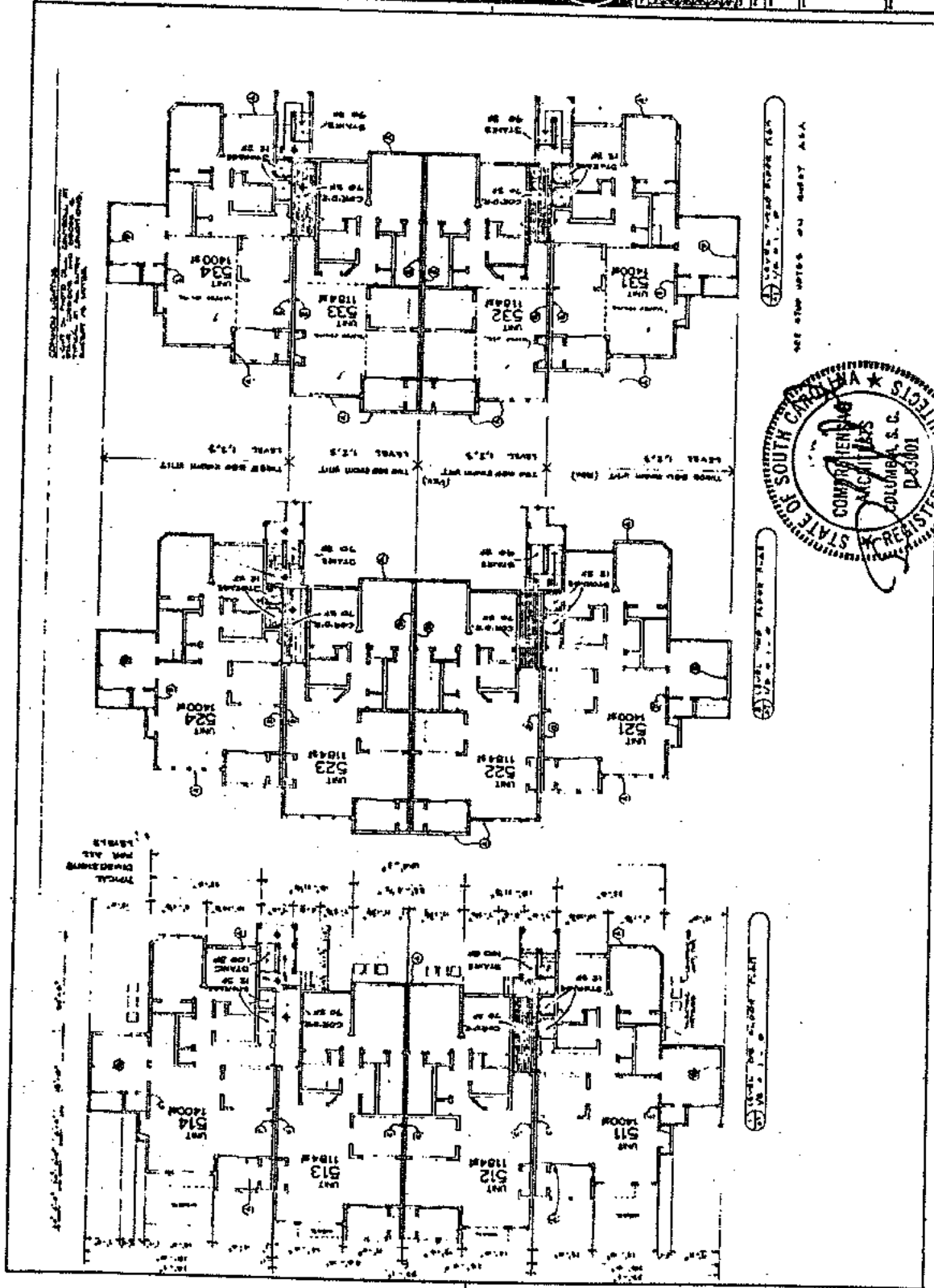
**STUD NOTES**

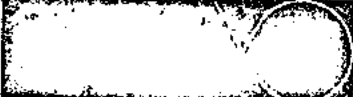
- 1. STAIRS AT ALL LEVELS AT POINT AND BELL HALLS.
- 2. STAIRS AT ALL LEVELS AT BELL HALLS.
- 3. STAIRS AT ALL LEVELS AT POINT LEVEL PARTY AND BELL HALLS.
- 4. STAIRS AT ALL LEVELS AT SECOND LEVEL PARTY AND BELL HALLS.
- 5. STAIRS AT ALL LEVELS AT THIRD LEVEL PARTY AND BELL HALLS.
- 6. STAIRS AT ALL LEVELS AT BELL HALLS.
- 7. ALL BELL HALLS SHALL BE MADE SELF-CLOSING TYPE AT ALL LEVELS.

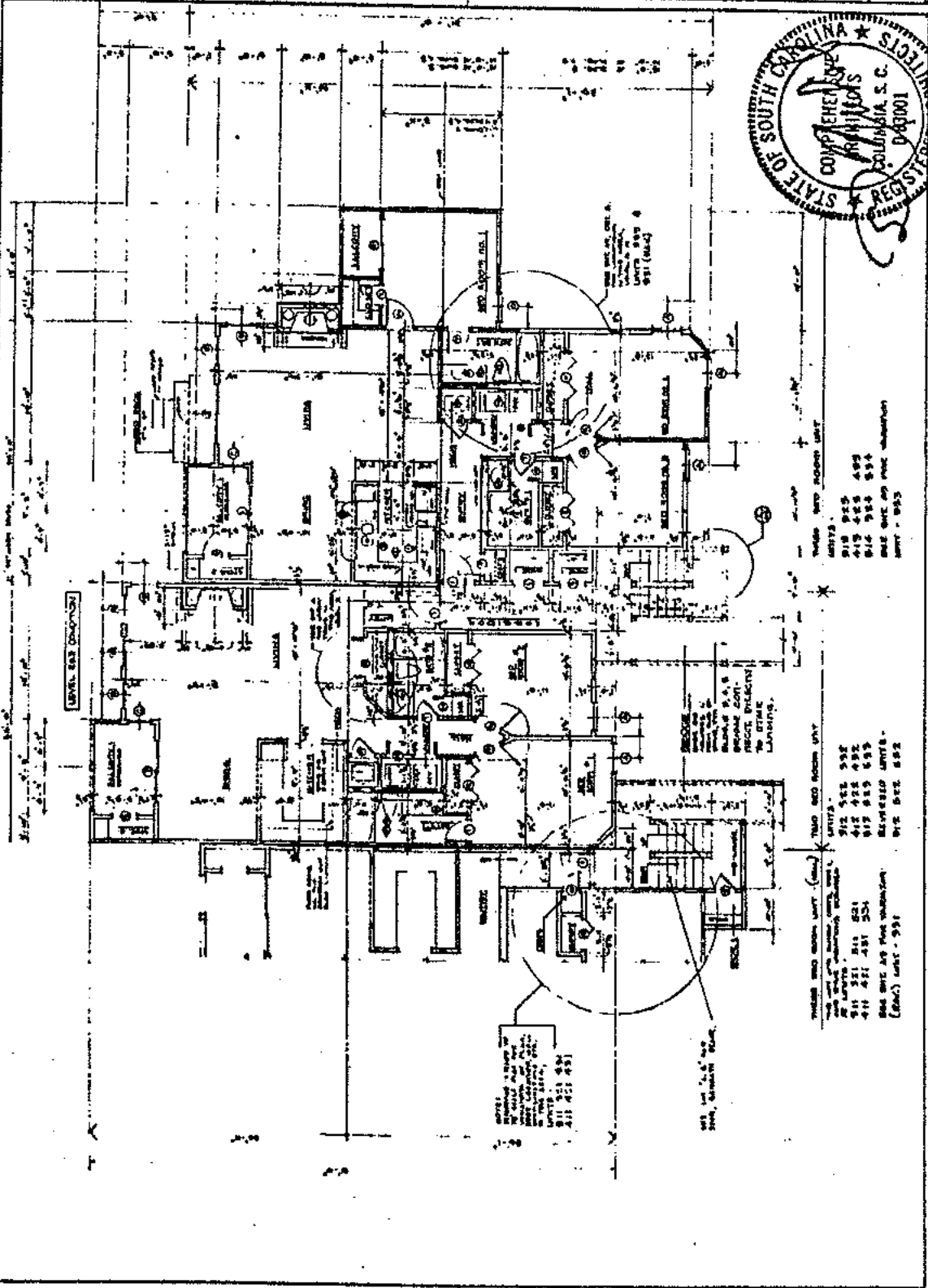


UNIT 410  
RADIO ROOM  
ELECTRICAL  
MATERIALS

<p>SPENCES POINT CALE MURRAY</p>	<p>LEXINGTON COUNTY, SC</p>		<p>DATE: 10-11-68</p>	<p>BLANK PLANS MAKING FIVE</p>	<p>A7A</p>
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SPENCES POINT ON LAKE MURRAY	LEWISTON COUNTY SC		UNIT NO.	UNIT PLANE	AB
			UNIT NO.	UNIT PLANE	



THIRD FLOOR UNIT  
 UNIT NO. UNIT PLANE  
 418 355 433  
 419 355 433  
 420 355 433  
 SEE SHEET FOR INFORMATION  
 UNIT - 353

THIRD FLOOR UNIT  
 UNIT NO. UNIT PLANE  
 412 355 433  
 413 355 433  
 414 355 433  
 415 355 433  
 416 355 433  
 417 355 433  
 SEE SHEET FOR INFORMATION  
 UNIT - 353

THIRD FLOOR UNIT  
 UNIT NO. UNIT PLANE  
 411 355 433  
 410 355 433  
 409 355 433  
 408 355 433  
 407 355 433  
 406 355 433  
 405 355 433  
 404 355 433  
 403 355 433  
 402 355 433  
 401 355 433  
 SEE SHEET FOR INFORMATION  
 UNIT - 353



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FILED

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STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

1983 JUL 16 PRECOR 37  
JOANNE B. TRIGB  
RMC  
LEXINGTON COUNTY, S.C.

SECOND AMENDMENT TO THE MASTER  
DEED OF SPENCE'S POINT  
HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS, that this Second Amendment to the Master Deed of Spence's Point Horizontal Property Regime ("Second Amendment") is made on the date hereinafter set forth by the First Service Corporation of S.C. ("Declarant").

W I T N E S S E T H

WHEREAS, Declarant has heretofore committed certain real property to the Spence's Point Horizontal Property Regime ("Regime") by the Master Deed of Spence's Point Horizontal Property Regime ("Master Deed") and First Amendment to the Master Deed of Spence's Point Horizontal Property Regime ("First Amendment"), the Master Deed being recorded in Deed Book 754 at Page 1 and the First Amendment being recorded in Deed Book 767 at Page 199 in the Office of the RMC for Lexington County; and

WHEREAS, the Master Deed provides for the inclusion of additional Phases in the Regime; and

WHEREAS, Declarant now wishes to annex additional property, improvements and units and amend the Master Deed for the purposes of creating Phase V of the Regime;

NOW, THEREFORE, Declarant does hereby submit the property described in Phase V, being more particularly described hereinafter in this Second Amendment and exhibits hereto, to the provisions of the Horizontal Property Act of South Carolina, S.C. Code Section 27-31-10, et. seq. 1976 Code of Laws, as Amended, and does further submit said property to the provisions of the Master Deed and the exhibits thereto, the same being recorded in

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the Office of the RMC for Lexington County, South Carolina in Deed Book 754 at Page 1.

ARTICLE I.

THE PROPERTY

The property hereby committed by this Second Amendment to the Master Deed means and includes that property shown as contained within the Regime, Phase V, as described in the Exhibits to this Second Amendment, and includes the land, the building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Second Amendment and as subject to all easements, rights-of-way, rights of use, restrictions, obligations and covenants as described in this Second Amendment, the Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to the Regime consists of the property heretofore committed in the Master Deed (Phase I), in the First Amendment (Phases II, III & IV) and in this Second Amendment (Phase V).

ARTICLE II.

RIGHTS AND OBLIGATIONS

There is appurtenant to each unit in Phases I, II, III, IV and V, a right to vote, which shall be exercised by the voting member at all matters to come before the Spence's Point Council of Co-Owners (being more fully described in the Master Deed). By reason that Phase V has now been included within the Regime, there is appurtenant to each unit an undivided percentage ownership interest in the common elements of the property and



share in the common expenses and assessments and common surplus, all as is more fully shown in Exhibit C attached hereto.

ARTICLE III.

UNITS

The location, dimensions and approximate square footage of each unit in Phase V are as shown and described in Exhibit B attached hereto. All real property and improvements not included within the units, as units are defined in the Master Deed, are and shall be general common elements.

ARTICLE IV.

EASEMENTS AND OBLIGATIONS

There are easements, and the right is reserved to grant further easements including, but not limited to, across the paved areas of the common elements of Phases I, II, III, IV & V, for ingress and egress as set forth and described in the Master Deed and Exhibits thereto, in the First Amendment and Exhibits thereto, and herein and in the Exhibits hereto. In addition, each co-owner in Phase V shall be, as are the co-owners in Phases I, II, III, & IV, subject to each and every of the terms, provisions and requirements and granted the same rights as to Spence's Point Horizontal Property Regime as described in the Master Deed.

ARTICLE V.

PROVISIONS IN THE MASTER DEED

1. All provisions in the Master Deed and First Amendment shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future

co-owners in Phases I, II, III, IV and V, their mortgagees and lien holders and the Declarant, except to the extent inclusion of Phase V within the Regime requires a necessary change. The Master Deed, First Amendment and this Second Amendment shall be construed together as to create one unified horizontal property regime, pursuant to the laws of the State of South Carolina.

2. Nothing herein contained shall be construed to prevent the inclusion of additional phases by the Declarant as described in the Master Deed.

IN WITNESS WHEREOF, the Declarant, on behalf of itself and to bind itself, and its successors in interest, including all co-owners who comprise and shall comprise the Spence's Point Council of Co-Owners, has executed this Second Amendment of Spence's Point Horizontal Property Regime as its act and deed, and in witness whereof, it, by and through its Vice-President, has set its hand and seal this 16 day of July, 1986.

SIGNED, SEALED & DELIVERED  
In The Presence Of:

FIRST SERVICE CORPORATION OF S.C.

Steven G. McElroy BY: Robert S. Renard  
George Champely Its: Vice President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND         )

PROBATE

PERSONALLY appeared before me, the above named witness,  
who being duly sworn, states that (s)he saw the within named  
PARKER RENTALS, as Vice President for First Service  
Corporation of S.C., sign, seal and deliver as his act and deed,  
the within Second Amendment to the Master Deed of Spence's Point  
Horizontal Property Regime, and (s)he with the other above named  
witnessed the execution hereof.

Joyce Champney

SWORN to before me this 16  
Day of July, 1986.

Steven A. McElvey (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 11/21/88

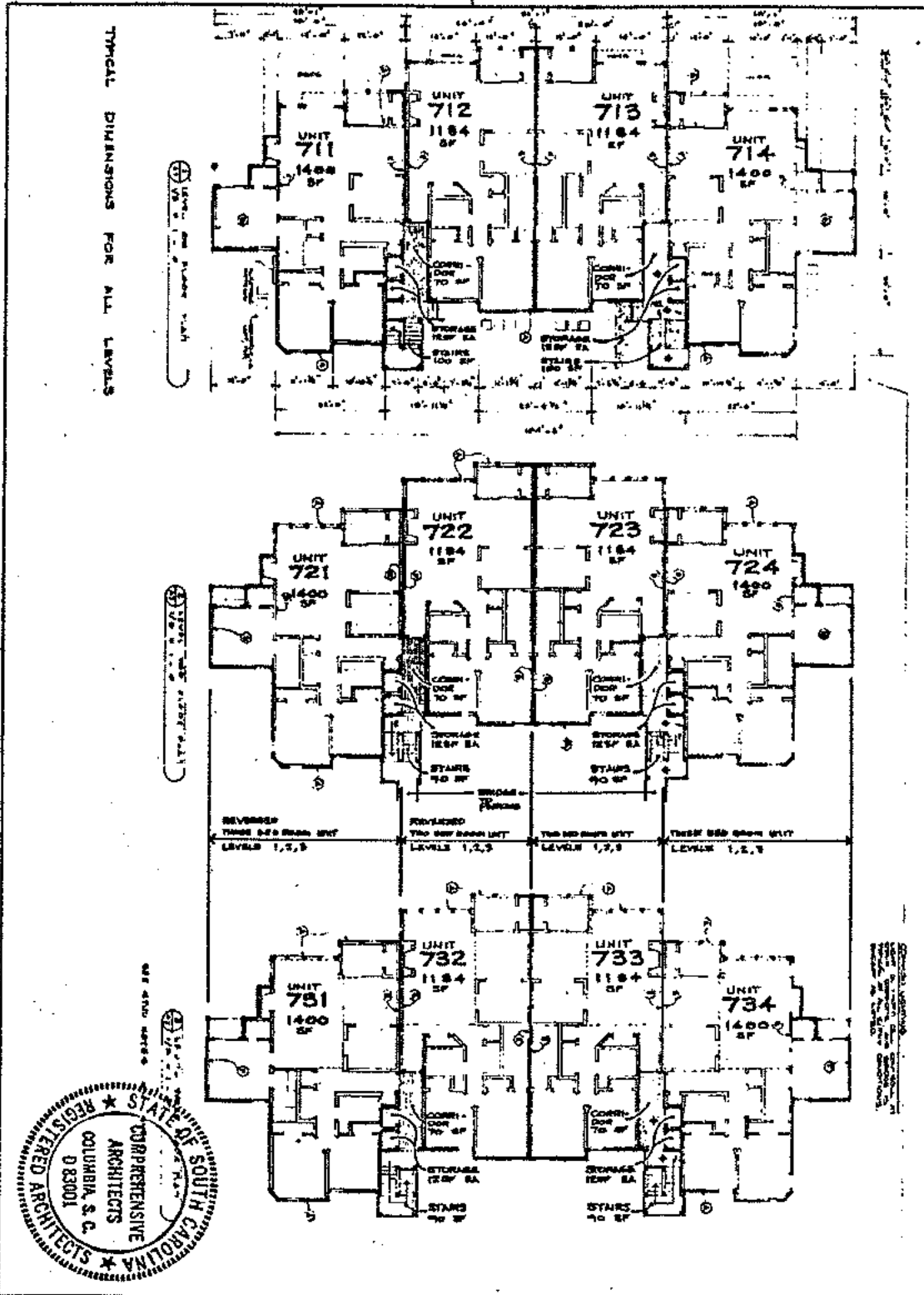
LEGAL DESCRIPTION  
SPENCE'S POINT PHASE V

## PHASE V:

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being near the Town of Lexington, County of Lexington, State of South Carolina, containing 2.19 acres and being shown and designated as Phase V on a plat of Spence's Point Phase V Horizontal Property Regime prepared for The First Service Corporation of S.C., Inc. by The LPA Group Incorporated, Consulting Engineers and Planners, dated July 15, 1986, and recorded in the Office of the RMC for Lexington County in Plat Book \_\_\_\_\_ at page \_\_\_\_\_, and having the following boundaries and measurements: Beginning at an old iron pin in the northernmost corner and running S 85 deg. 51' 48" E along property as shown on said plat, for a distance of 57.02 feet to an old iron pin; thence turning and running S 75 deg. 56' 34" E along property as shown on said plat for a distance of 94.14 feet to an old iron pin; thence turning and running S 59 deg. 08' 00" E along Lake Murray for a distance of 103.30 feet to an old iron pin; thence turning and running S 68 deg. 14' 00" E along Lake Murray for a distance of 82.80 feet to a new iron pin; thence turning and running S 02 deg. 51' 53" W along property as shown on said plat for a distance of 161.01 feet to a new iron pin; thence turning and running N 81 deg. 22' 44" W along property as shown on said plat for a distance of 139.99 feet to a new iron pin; thence turning and running S 63 deg. 21' 07" W along property now or formerly of The First Service Corporation of S. C., Inc. for a distance of 198.73 feet to a new iron pin; thence turning and running N 66 deg. 32' 25" W along property as shown on said plat for a distance of 115.01 feet to a new iron pin; thence turning and running N 32 deg. 32' 42" E along property shown as Phase IV for a distance of 75.59 feet to a new iron pin; thence turning and running N 16 deg. 28' 19" E along property shown as Phase IV for a distance of 86.62 feet to a new iron pin; thence turning and running N 40 deg. 39' 25" W along property shown as Phase IV for a distance of 26.93 feet to a new iron pin; thence turning and running N 16 deg. 51' 41" W along property shown as Phase IV for a distance of 34.73 feet to a point; thence continuing N 09 deg. 01' 25" W for a distance of 16.64 feet to an old iron pin; thence turning and running N 46 deg. 24' 00" E along property as shown on said plat for a distance of 111.60 feet to an old iron pin and to the point of commencement.



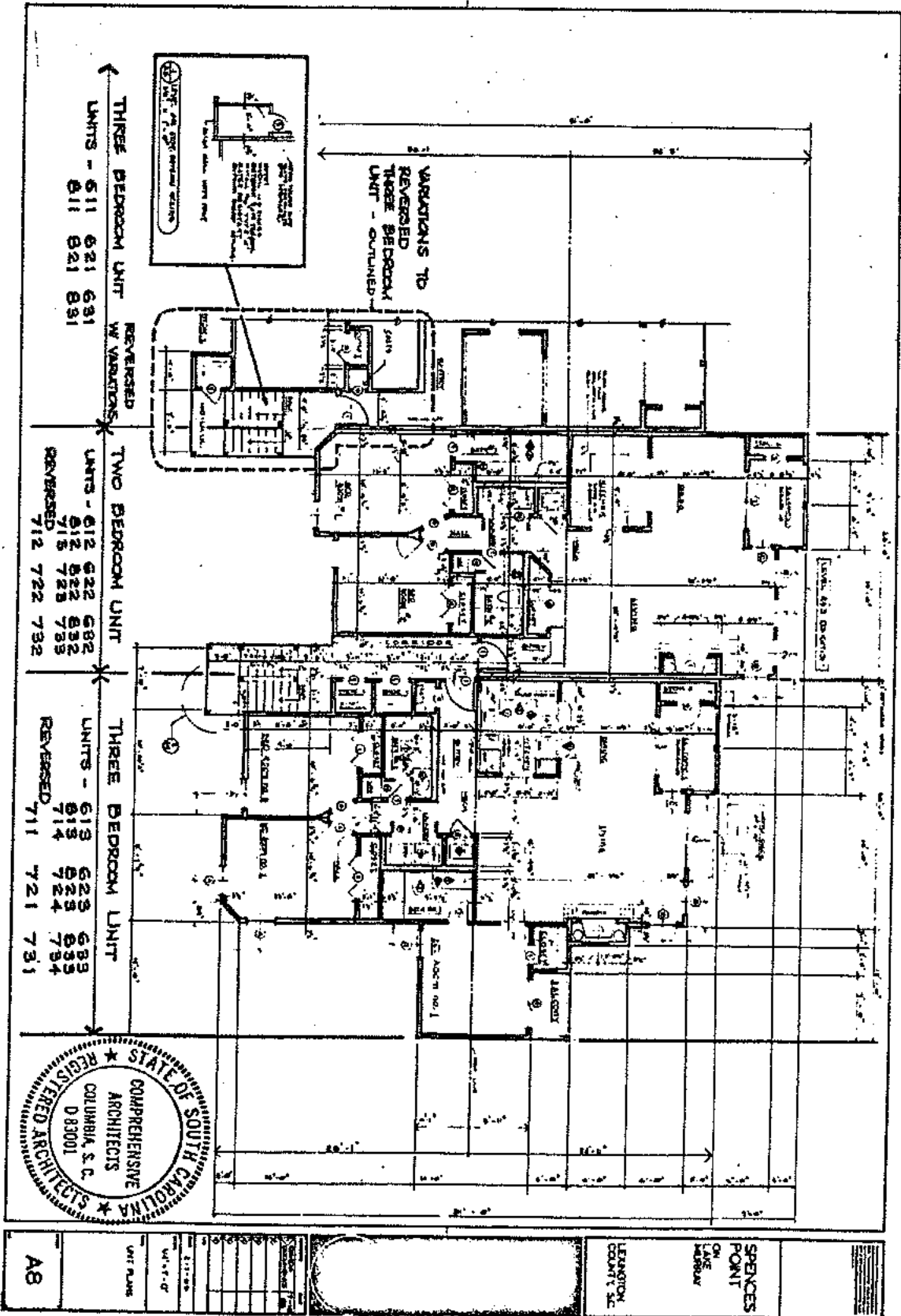
EXHIBIT "B" (continued)



AVI	RECORD PLANS BUILDING SECTION	DATE	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
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EXHIBIT "B" (continued)





PERCENTAGE OF OWNERSHIP  
AFTER PHASE V IS ADDED  
TO THE REGIME

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST IN</u> <u>COMMON ELEMENTS</u>
111	.0133
112	.0113
113	.0131
121	.0133
122	.0113
123	.0131
131	.0115
132	.0113
133	.0113
211	.0131
212	.0113
213	.0113
214	.0131
221	.0131
222	.0113
223	.0113
224	.0131
231	.0113
232	.0113
233	.0113
234	.0113
311	.0133
312	.0113
313	.0131
321	.0133
322	.0113
323	.0131
331	.0115
332	.0113
333	.0113
411	.0136
412	.0113
413	.0133
421	.0136
422	.0113
423	.0133
431	.0136
432	.0113
433	.0133

## EXHIBIT "C" (continued)

BOOK 819 PAGE 354

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
511	.0133
512	.0113
513	.0113
514	.0133
521	.0133
522	.0113
523	.0113
524	.0133
531	.0133
532	.0113
533	.0113
534	.0133
611	.0136
612	.0113
613	.0133
621	.0136
622	.0113
623	.0133
631	.0136
632	.0113
633	.0133
711	.0133
712	.0113
713	.0113
714	.0133
721	.0133
722	.0113
723	.0113
724	.0133
731	.0133
732	.0113
733	.0113
734	.0133
811	.0136
812	.0113
813	.0133
821	.0136
822	.0113
823	.0133
831	.0136
832	.0113
833	.0133

BOOK 819 PAGE 354





Code Section 27-31-10, et. seq. 1976 Code of Laws, as Amended, and does further submit said property to the provisions of the Master Deed and the exhibits thereto, the same being recorded in the Office of the RMC for Lexington County, South Carolina in Deed Book 754 at Page 1.

ARTICLE I.

THE PROPERTY

The property hereby committed by this Third Amendment to the Master Deed means and includes that property shown as contained within the Regime, Phase VI, as described in the Exhibits to this Third Amendment, and includes the land, the building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto as described in the Exhibits to this Third Amendment and as subject to all easements, rights-of-way, rights of use, restrictions, obligations and covenants as described in this Third Amendment, the Master Deed, the Exhibits thereto and hereto and of record. Therefore, the property committed to the Regime consists of the property heretofore committed in the Master Deed (Phase I), in the First Amendment (Phases II, III & IV), in the Second Amendment (Phase V), and in this Third Amendment (Phase VI).

ARTICLE II.

RIGHTS AND OBLIGATIONS

There is appurtenant to each unit in Phases I, II, III, IV, V and VI, a right to vote, which shall be exercised by the voting member at all matters to come before the Spance's Point Council of Co-Owners (being more fully described in the Master

Deed). By reason that Phase VI has now been included within the Regime, there is appurtenant to each unit an undivided percentage ownership interest in the common elements of the property and share in the common expenses and assessments and common surplus, all as is more fully shown in Exhibit C attached hereto.

ARTICLE III.

UNITS

The location, dimensions and approximate square footage of each unit in Phase VI is as shown and described in Exhibit B attached hereto. All real property and improvements not included within the units, as units are defined in the Master Deed, are and shall be general common elements.

ARTICLE IV.

EASEMENTS AND OBLIGATIONS

There are easements, and the right is reserved to grant further easements including, but not limited to, across the paved areas of the common elements of Phases I, II, III, IV, V, and VI for ingress and egress as set forth and described in the Master Deed and Exhibits thereto, in the First Amendment, in the Second Amendment and Exhibits thereto, and herein and in the Exhibits hereto. In addition, each co-owner in Phase VI shall be, as are the co-owners in Phases I, II, III, IV, & V, subject to each and every of the terms, provisions and requirements and granted the same rights as to Spence's Point Horizontal Property Regime as described in the Master Deed.

ARTICLE V.

PROVISIONS IN THE MASTER DEED

1. All provisions in the Master Deed, the First Amendment and the Second Amendment shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future co-owners in Phases I, II, III, IV, V, and VI, their mortgagees and lien holders and the Declarant, except to the extent inclusion of Phase VI within the Regime requires a necessary change. The Master Deed, First Amendment, Second Amendment and this Third Amendment shall be construed together as to create one unified horizontal property regime, pursuant to the laws of the State of South Carolina.

2. Nothing herein contained shall be construed to prevent the inclusion of additional phases by the Declarant as described in the Master Deed.

IN WITNESS WHEREOF, the Declarant, on behalf of itself and to bind itself, and its successors in interest, including all co-owners who comprise and shall comprise the Spence's Point Council of Co-Owners, has executed this Third Amendment of Spence's Point Horizontal Property Regime as its act and deed, and in witness whereof, it, by and through its Vice-President, has set its hand and seal this 23rd day of June, 1988.

SIGNED, SEALED & DELIVERED  
In The Presence Of:

James A. Wolfe  
James Champney

FIRST SERVICE CORPORATION OF S.C.

By: Parson S. Revard  
Its: Vice President

BOOK 1124 PAGE 278

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

PROBATE

PERSONALLY appeared before me, the above named witness, who being duly sworn, states that (s)he saw the within named Parker S. Renaud, as Vice President for First Service Corporation of S.C., sign, seal and deliver as his act and deed, the within Second Amendment to the Master Deed of Spence's Point Horizontal Property Regime, and (s)he with the other above named witnessed the execution hereof.

Jimmy A. Wolfe

SWORN to before me this 23rd  
Day of June, 1988.

J. Jaye Chambers (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 1/13/94

RE7/tls

BOOK 1124 PAGE 278



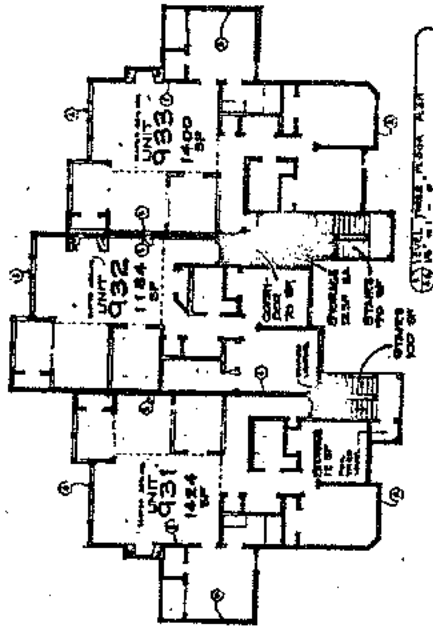
## EXHIBIT "A"

All that certain piece, parcel or lot of land situate and lying in the State of South Carolina, County of Lexington, containing approximately 1.17 Acres, more clearly shown on a plat of Spence's Point, Phase VI, prepared for The First Service Corporation of South Carolina, dated May 30, 1988, and recorded in the R.M.C. Office for Lexington County in Plat Book \_\_\_\_\_ at page \_\_\_\_\_, having the following measurements: Beginning at the Northernmost point of the subject property at an iron located at the intersection of the subject property, Lake Murray and property now or formerly owned by Lands End Owner's Association and running S 16 degrees, 06'07" West for 29.80 feet; thence turning and running S 17 degrees, 47'16" West for 111.23 feet; thence turning and running S 16 degrees, 56'51" West for 281.05 feet; thence turning and running S 70 degrees, 22'51" West for 112.95 feet; thence turning and running N 02 degrees, 51'43" East for 161.01 feet; thence turning and running N 05 degrees, 27'00" West for 105.20 feet; thence turning and running along Lake Murray N 44 degrees, 09'16" East for 100.42 feet; thence turning and running N 57 degrees, 27'25" East for 192.84 feet to the point of beginning. Be all measurements a little more or less.

SPENCES POINT  
CLAY MURRAY  
LOUNSWAY COUNTY S.C.

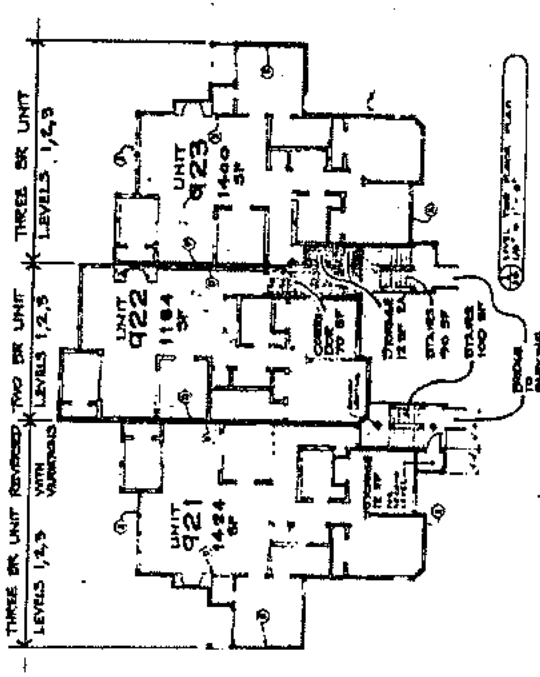
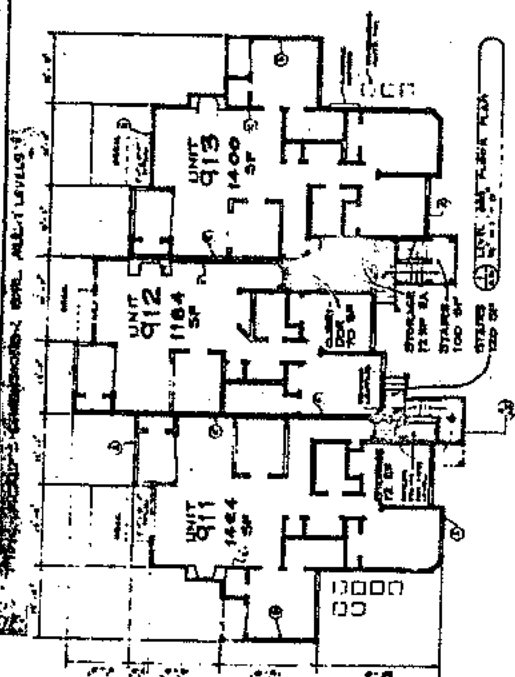
NO. 11-07
BLIND
PLUMB
WALLS
WATER
AGA

BOOK 1124 PAGE 280



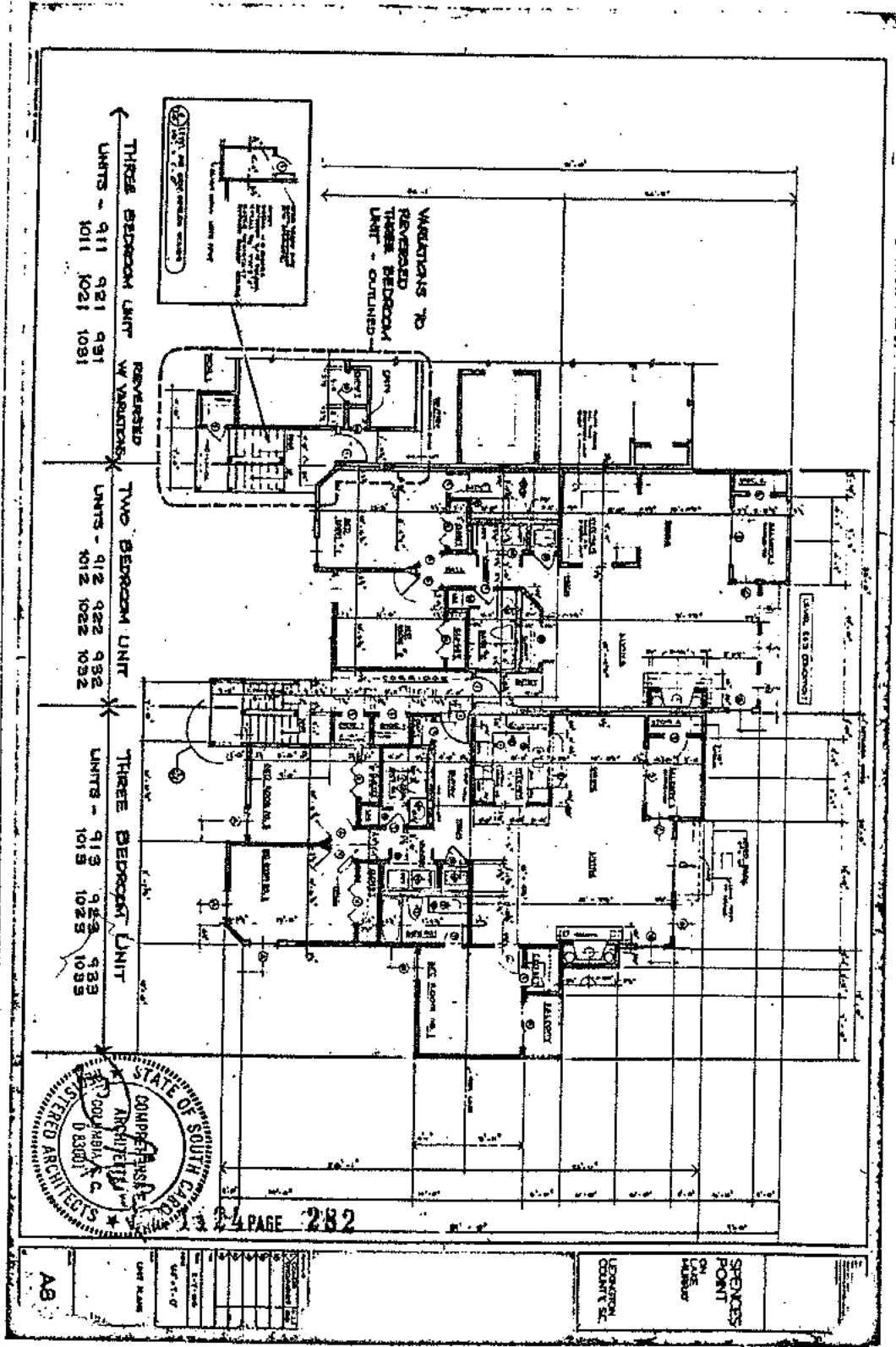
**FIELD NOTES**

- ① VIEW N.E.C. ALL LEVELS BY ZONE AND RISE WALLS.
  - ② VIEW S.E.C. AT SECOND FLOOR
  - ③ VIEW S.P.C. AT FIRST LEVEL PARTY AND END WALLS.
  - ④ VIEW S.E.C. AT SECOND LEVEL PARTY AND END WALLS.
  - ⑤ VIEW N.E.C. AT THIRD LEVEL PARTY AND END WALLS.
- DO NOT BEING VIEW TO BE N.E.C.  
ALL LEAD BEARING WALLS TO HAVE REINFORCEMENT  
AT MID HEIGHT.



BOOK 1124 PAGE 280





PERCENTAGE OF OWNERSHIP  
AFTER PHASE VI IS ADDED  
TO THE REGIME

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST IN</u> <u>COMMON ELEMENTS</u>
111	.0107
112	.0091
113	.0107
121	.0107
122	.0091
123	.0107
131	.0107
132	.0091
133	.0107
211	.0107
212	.0091
213	.0091
214	.0107
221	.0107
222	.0091
223	.0091
224	.0107
231	.0107
232	.0091
233	.0091
234	.0107
311	.0107
312	.0091
313	.0107
321	.0107
322	.0091
323	.0107
331	.0107
332	.0091
333	.0107
411	.0107
412	.0091
413	.0107
421	.0107
422	.0091
423	.0107
431	.0107
432	.0091
433	.0107

## EXHIBIT C

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
511	.0107
512	.0091
513	.0091
514	.0107
521	.0107
522	.0091
523	.0091
524	.0107
531	.0107
532	.0091
533	.0091
534	.0107
611	.0107
612	.0091
613	.0107
621	.0107
622	.0091
623	.0107
631	.0107
632	.0091
633	.0107
711	.0107
712	.0091
713	.0091
714	.0107
721	.0107
722	.0091
723	.0091
724	.0107
731	.0107
732	.0091
733	.0091
734	.0107
811	.0107
812	.0091
813	.0107
821	.0107
822	.0091
823	.0107
831	.0107
832	.0091
833	.0107

EXHIBIT C

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
911	.0107
912	.0091
913	.0107
921	.0107
922	.0091
923	.0107
931	.0107
932	.0091
933	.0107
1011	.0107
1012	.0091
1013	.0107
1021	.0107
1022	.0091
1023	.0107
1031	.0107
1032	.0091
1033	.0107
	<u>1.0000</u>

RE7/cls





BK3501 PG309

FILED

STATE OF SOUTH CAROLINA

FOURTH AMENDMENT TO THE  
MASTER DEED OF SPENCE'S

COUNTY OF LEXINGTON

OCT 10 4 30 PM '85

POINT HORIZONTAL PROPERTY REGIME

JOANNE B. TRIBBLE

LEXINGTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that this Fourth Amendment to the Master Deed of Spence's Point Property Horizontal Regime ("Fourth Amendment") is made on the date hereinafter set forth by the First Service Corporation of S.C. ("Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore committed real property to the Spence's Point Horizontal Property Regime ("Regime") by the Master Deed of Spence's Point Horizontal Property Regime ("Master Deed"), the First Amendment to the Master Deed of Spence's Point Horizontal Property Regime ("First Amendment"), the Second Amendment to the Master Deed of Spence's Point Horizontal Regime ("Second Amendment"), and the Third Amendment to the Master Deed of Spence's Point Horizontal Property Regime ("Third Amendment"), the Master Deed being recorded in Deed Book 754 at page 1, the First Amendment being recorded in Deed Book 767 at page 199, the Second Amendment being recorded in Deed Book 819 at page 343, and the Third Amendment being recorded in Deed Book 1124 at page 274, in the Office of the RMC for Lexington County; and

WHEREAS, the Master Deed provides for the inclusion of portions of additional land in the Regime; and

WHEREAS, Declarant now wishes to annex additional property and improvements as common elements to the Regime and to amend the Master Deed for the purposes of creating the "Annexed Common Elements" of the Regime;

NOW, THEREFORE, Declarant, as holder of title of the property described hereinafter in this Fourth Amendment and Exhibit "A" attached hereto, does hereby submit this referenced property to the provisions of the Horizontal Property Act of South Carolina, S.C. Code § 27-31-10, et seq., 1976 Code of Laws, as amended, and does further submit said property to the provisions of the Master Deed of Spence's Point, and the exhibits thereto, the same being recorded in the Office of the RMC for Lexington County, South Carolina, in Deed Book 754 at page 1.

The referenced property was heretofore designated by the Declarant as reserved for future development as noted on that certain plat of Spence's Point Horizontal Property Regime prepared by Lott Parrish and Associates attached as Exhibit "B" to the Master Deed. The tennis courts and access road for Spence's Point Horizontal Property Regime is situated on the referenced property. By this amendment, said property is annexed as part of the Common Elements to the Spence's Point Horizontal Property Regime, and said Annexed Common Elements may be utilized and improved as deemed

35501

advisable by the Board of Directors or the Council of Co-Owners in keeping with provisions of the Horizontal Property Act, the Master Deed and Amendments and Exhibits thereto and hereto, and the Association's Bylaws. The following provisions also apply to the annexation of said property.

ARTICLE I

THE PROPERTY

The property hereby committed by this Fourth Amendment to the Master Deed means the property described in Exhibit "A" to this Fourth Amendment as "Annexed Common Elements", and includes the land and all improvements thereon, including but not limited to the tennis courts, the access road, roads, parking areas, and all easements, rights and appurtenances belonging thereto as described in Exhibit "A" to this Fourth Amendment and as subject to all easements, rights of way, rights of use, restrictions, obligations and covenants as described in this Fourth Amendment, the Master Deed, the Exhibits thereto and hereto and those of record. Therefore, the property committed to the Regime consists of the property heretofore committed in the Master Deed (Phase I), in the First Amendment (Phases II, III, and IV), in the Second Amendment (Phase V), in the Third Amendment (Phase VI), and in this Fourth Amendment (Annexed Common Elements).

ARTICLE II

RIGHTS AND OBLIGATIONS

By reason that the Annexed Common Elements have now been included within the Regime, there is appurtenant to each unit an undivided percentage ownership interest in the Common Elements of the property, which includes the Annexed Common Elements, and an undivided percentage share in the common expenses and assessments and common surplus, all as is more fully shown in Exhibit "C" attached to the Third Amendment to the Master Deed.

ARTICLE III

EASEMENTS AND OBLIGATIONS

There are easements across the Common Elements for ingress and egress, and each co-owner in Phases I, II, III, IV, V, and VI is subject to the terms, provisions, and requirements and granted the same rights as to Spence's Point Horizontal Property Regime as described in the Master Deed and Exhibits thereto, in the First Amendment, in the Second Amendment, and the Third Amendment, and Exhibits thereto. There are easements of record granted to others

across portions of the Common Elements, and each co-owner in Phases I, II, III, IV, V, and VI is subject to the terms and burdens of said easements.

ARTICLE V

PROVISIONS IN THE MASTER DEED

All provisions in the Master Deed, the First Amendment, the Second Amendment, and the Third Amendment shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future co-owners in Phases I, II, III, IV, V, and VI, their mortgagees, lienholders and the Declarant. The Master Deed, First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment shall be construed together so as to create one unified horizontal property regime, pursuant to the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Declarant, on behalf of itself and to bind itself, and its successors in interest, including all co-owners who comprise and shall comprise the Spence's Point Council of Co-Owners, has executed this Fourth Amendment to Spence's Point Horizontal Property Regime as its act and deed, and in witness whereof, it, by and through its Director has set its hand and seal this 2<sup>nd</sup> day of October, 1995.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

FIRST SERVICE CORPORATION  
OF S.C.

[Signature]  
Debra K. McCall

BY: [Signature]  
Its: Director

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE )

P R O B A T E

PERSONALLY appeared before me, the above-named witness, who being duly sworn, states that (s)he saw the within named [Signature] as Director for First Service Corporation of S.C., sign, seal and deliver as his act and deed, the within Fourth Amendment to the Master Deed of Spence's

BK3504PG312

Point Horizontal Property Regime, and (s)he with the other above-named witnessed the execution hereof.

John Shiflet

SWORN to and subscribed before me

this 2<sup>nd</sup> day of October, 1995.

Martha L Perry (L.S.)  
Notary Public for South Carolina

My Commission Expires: Aug/21, 2007

SPENCE'S POINT HOMEOWNERS' ASSOCIATION  
c/o LUND PROPERTY MANAGEMENT  
PO BOX 650  
ANDERSON, SC 29622-0650

EXHIBIT "A"

## DESCRIPTION OF "ANNEXED COMMON ELEMENTS"

ALL that certain piece, parcel or lot of land situate and lying in the State of South Carolina, County of Lexington, containing 13.498 acres more or less, as depicted in that certain plat of Spence's Point Horizontal Property Regime prepared for the First Service Corporation of S.C. by Lott Parrish & Associates, dated September 19, 1985 and recorded in the Office of the RMC for Lexington County, South Carolina in Plat Book 204-G at page 128 on September 27, 1985 and more fully described by a deed from Allan J. Spence, also known as Allan Johnstone Spence to The First Service Corporation of S.C., its Successors and Assigns, dated February 13, 1985 and recorded in Deed Book 707 at page 252, RMC Office for Lexington County, subject to all easements of record.

LESS AND EXCEPTING THEREFROM, HOWEVER, the following properties which have previously been deeded out from said parcel or annexed by amendment into the Spence's Point Horizontal Property Regime as follows:

- 1) Phase I of Spence's Point Horizontal Regime, conveyed and by Master Deed dated September 17, 1985 and recorded in Deed Book 754 at page 1, RMC Office for Lexington County;
- 2) Phase II, Phase III and Phase IV of Spence's Point Horizontal Regime, conveyed and annexed by the First Amendment to the Master Deed dated November 20, 1985 and recorded in Deed Book 767 at page 199, RMC Office for Lexington County;
- 3) Phase V of Spence's Point Horizontal Regime, conveyed and annexed by the Second Amendment to the Master Deed dated July 16, 1986 and recorded in Deed Book 819 at page 343, RMC Office for Lexington County;
- 4) Phase VI of Spence's Point Horizontal Regime, conveyed and annexed by the Third Amendment to the Master Deed dated June 23, 1988 and recorded in Deed Book 1124 at page 274, RMC Office for Lexington County;
- 5) Property deeded to Carolina Water Service, Inc. conveyed by deed dated February 12, 1985 and recorded in Deed Book 785 at page 303, RMC Office for Lexington County and shown and delineated as Parcel "E" containing 0.28 acres on a plat prepared for Carolina Water Service, Inc. by Lott Parrish & Assoc. dated September 23, 1985 and recorded in Plat Book \_\_\_\_\_ at page \_\_\_\_\_, RMC Office for Lexington County, the same being Parcel "E" on the plat prepared for First Service Corp. of

S.C. by Lott Parrish & Assoc. dated September 19, 1985 and recorded in Plat Book 204-G at page 128, RMC Office for Lexington County; and

- 6) Property deeded to Gaines Goodwin conveyed by deed dated September 29, 1987 and recorded in Deed Book 941 at page 46, RMC Office for Lexington County and shown on a plat prepared for Gaines Goodwin by Ralph Vanadore & Assoc., Inc., dated August 14, 1987, revised September 21, 1987 and September 29, 1987, and filed in the RMC Office for Lexington County in Plat Book 221 at page 41.

NOTE: THIS PROPERTY IS SUBJECT TO EASEMENTS OF RECORD.

The property described as the "Annexed Common Elements" is that property currently described as T.M.S.# 003331-11-002 comprising 4.33 acres more or less.

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05/03/2005 08:51:56:538  
Rec Fee:\$17.00 St Fee:\$0.00  
Co Fee:\$0.00 Pages:11  
Lexington County ROD Debra M. Gunter  
RESTRICTION MODIFICATION Bk:Pg 10057:338

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

FIFTH AMENDMENT TO THE  
MASTER DEED OF SPENCE'S  
POINT HORIZONTAL PROPERTY REGIME

THIS FIFTE AMENDMENT TO THE MASTER DEED ("Fifth Amendment") for Spence's Point Horizontal Property Regime, pursuant to the provisions of the Horizontal Property Act of South Carolina (the "Act"), S.C. Code § 27-31-10, et seq., 1976 Code of Laws, as amended, is made and executed in Lexington County, South Carolina, this 13<sup>th</sup> day of April 2005 by Spence's Point Council of Co-Owners, Inc., hereinafter referred to as the "Association".

## W I T N E S S E T H:

**WHEREAS**, The First Service Corporation of S.C. ("Declarant") pursuant to a Joint Venture Agreement between the First Service Corporation of S.C. and Southbridge Properties, Inc. dated March 1, 1985, heretofore established a horizontal property regime known as Spence's Point Horizontal Property Regime ("Regime") by Master Deed (the "Master Deed") dated September 17, 1985, and recorded in the Office of the Register of Deeds for Lexington County in Deed Book 754 at page 1, and

**WHEREAS**, Declarant expanded the Regime to include Phases II, III and IV of Spence's Point Horizontal Regime by the First Amendment to the Master Deed dated November 20, 1985 and recorded in Deed Book 767 at page 199, in the Office of the Register of Deeds for Lexington County; and

**WHEREAS**, Declarant expanded the Regime to include Phase V of Spence's Point Horizontal Regime by the Second Amendment to the Master Deed dated July 16, 1986 and recorded in Deed Book 819 at page 343, RMC Office for Lexington County;

**WHEREAS**, Declarant expanded the Regime to include Phase VI of Spence's Point Horizontal Regime by the Third Amendment to the Master Deed dated June 23, 1988 and recorded in Deed Book 1124 at page 274; and

**WHEREAS**, Declarant expanded the Regime to include certain additional property by the Fourth Amendment to the Master Deed dated October 2, 1995, and recorded on October 10, 1995 in Deed Book 3504 at Page 309, said additional property being described therein; and

**WHEREAS**, Declarant caused to be incorporated under the Laws of the State of South Carolina, a nonprofit corporation known and designated as Spence's Point Council of Co-Owners, Inc. (the "Association"); said corporation being formed as the entity to perform the functions of the Association as set forth in the

Master Deed; and

**WHEREAS**, the Association has reviewed provisions of the Master Deed, as amended, its implementation and the current development of the property subject to the Master Deed, which is commonly known as Spence's Point, and finds that an amendment to the Master Deed is desirable for the proper and efficient management of the Regime;

**WHEREAS**, Article VIII, Section B. of the Master Deed permits amendments to be made to the Master Deed and the Bylaws for the Regime from time to time by resolution adopted by the affirmative vote of the Co-Owners of not less than two-thirds (2/3) of the voting interests in the Association and the required number of Co-owners have affirmatively voted to amend the Master Deed by the adoption of this Fifth Amendment to the Master Deed; and

**NOW, THEREFORE**, the Association, pursuant to Article VIII, Section B. of the Master Deed hereby amends the Declaration as follows:

1. Article V of the Master Deed is hereby deleted in its entirety and a new Article V is substituted therefore, said new Article reading as follows:

ARTICLE V  
INSURANCE

A. The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts hereafter provided, which insurance shall be governed by the provisions within this Article.

B. Coverage. For the benefit of the Association and the Co-Owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the Association's funds, the following insurance:

1. Association Master Policy. A Master Policy of property and casualty insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board of Directors, bare walls, floors, and ceilings of a Unit, (ii) providing coverage for special form causes of loss, and (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date, and (iv) providing coverage for all Association-owned personal property. The insurance



need not cover improvements and betterments to the Units installed by Unit owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected.

CO-OWNERS WHO HERETOFORE HAVE HAD SOME PROPERTY AND CASUALTY COVERAGE ON THEIR UNITS SUPPLIED AND PAID FOR BY THE ASSOCIATION UNDERSTAND THAT THEY WILL NOW BE RESPONSIBLE TO SECURE INSURANCE TO COVER THEIR ENTIRE UNIT, INCLUDING PERSONAL AND REAL PROPERTY, IN AMOUNTS REQUIRED BY THEIR INDIVIDUAL MORTGAGEES OR AS THEY MAY DEEM ADVISABLE.

NOTICE TO MORTGAGEES. NOTICE OF THIS CHANGE SHALL BE DELIVERED BY UNIT OWNERS TO ALL MORTGAGEE(S) FOR THEIR UNIT.

2. Association General Liability Insurance. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the Association Management, and their respective employees and agents and all persons acting as agents. The Unit owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements, Limited Common Elements and Reserved Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

3. Fidelity bond coverage.

4. Directors and Officer's liability coverage. D & O liability coverage at a level deemed reasonable by the board. Such insurance shall extend to all contracts and other actions taken by the board in their official capacity as directors and officers, but this coverage shall take into consideration laws and regulations that provide protection to directors or officers of nonprofit corporations.

5. Workers' Compensation Insurance to the extent necessary to comply with any applicable laws; and

6. Such other types of insurance or coverages that the Board, in its sole discretion, deems advisable and in the best interest of the Association.

C. Insurance Underwriter. All policies shall be written by a company, or companies, licensed to do business in the State of South Carolina and falling into a financial category, as designated in Best's Key Rating Guide, of no less than Class A and having a Financial Size Capacity of no less than XV.

D. Primary Insurance and Contribution. If at the time of a loss under the policy there is other insurance in the name of a Unit owner covering the same property covered by the policy, the Association's policy is primary insurance. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by Co-Owners or their mortgagees.

E. Deductibles. The Board of Directors of the association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owner or Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit owner(s) of the Units affected to pay the deductible amount.

F. Insured Parties; Waiver of Subrogation. Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions:

1. Each Unit owner and secured party is an insured person under the policy with respect to liability arising out of the Unit owner's interest in the Common Elements or membership in the Association.

2. The insurer waives its right to subrogation under the policy from any Unit owner or members of the Unit owner's household and against the Association, the members of the Board of Directors, the Association Manager and their respective servants and agents.

3. The Unit owner waives his or her right to subrogation under the Association policy against the Association and the Board of Directors.

G. Other Policy Provisions. The Association must make every effort to secure insurance policies containing the following provisions:

1. A provision that the master policy on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of any Co-Owner, the Association, any officer or employee of the Association,

or Association Manager, without demand in writing thirty (30) days prior to such cancellation, invalidation or suspension that the Association or Association Manager cure the defect and notice of the failure thereof to do so within such period; and

2. A provision that the insurer issue certificates of insurance specifying the portion of the master policy allocated to each Co-Owner's interest and that until the insurer furnishes written notice, and a grace period of thirty(30) days to the mortgagee insurance under the loss payable clause thereof, the mortgagee's coverage is neither jeopardized by the conduct of the Unit mortgagor-owner, the Association or other Unit owners-mortgagors, nor cancelled for nonpayment of premiums.

H. Adjustment of Losses; Coverage; Distribution of Proceeds. Any loss covered by the property policy under subdivision (a) (1) must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit owners and lien holders are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

I. Unit Owner's Insurance: Personal Liability and Risk of Loss of Co-Owner of Unit and Separate Insurance Coverage.

1. Unit Owner's Personal Liability Insurance Coverage. The Board of Directors may, under the Master Deed and Bylaws or by rule, require condominium Unit owners to obtain insurance covering such Owner, their guests and invitees for their personal liability for injury to the person or property of another while within such Co-Owner's Unit or upon the Common Elements.

If the Unit owner does not purchase or produce evidence of insurance requested by the Board, the Directors may purchase the insurance coverage and charge the premium cost back to the Unit owner. In no event is

the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

The Co-Owner of a Unit shall be liable for injuries or damages resulting from an accident in his own Unit, to the same extent and degree that the owner of a house would be liable for an incident occurring within the house. Notwithstanding, the Co-owner of a Unit shall have no personal liability for any damages caused by the Association or for damages in conjunction with the use of Common Elements covered by the Association's liability policy.

2. Unit Owner's Insurance Coverage for Loss of Damage Inside Unit. It shall be the responsibility of each Co-Owner to insure their Unit and Owner items inside a Unit, including, but not limited to, all cabinets, furnishings, appliances, interior plumbing and wiring, plumbing fixtures, light fixtures, interior non-bearing partitions, floor coverings, ceiling and wall interior finishes, personal effects and other personal property belonging to such Co-Owner. The Co-Owner of each Unit may, at such Co-Owner's expense, obtain insurance coverage for loss of or damage for such items constituting a part of Co-Owner's Unit.

J. Notice to Association. Any Co-Owner who obtains individual insurance covering any portion of the Property, other than the Co-Owner's Unit or personal effects belonging to such Co-Owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after purchase of such insurance.

K. Certificates of Insurance. Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, its Board of Directors, and the Association's Manager as additional insured parties.

L. Settlement of Claims. Any insurer defending a liability claim against the Association must notify the Association of the terms of the settlement no less than 10 days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

M. Annual Review. At least annually, the Board of Directors shall review all insurance carried by the Association and make such changes in the limits of coverage as the Board deems necessary to provide the coverage required under Subparagraph 1, Paragraph B, Article V of the Master Deed.

2. Article VI of the Master Deed is hereby deleted in its entirety and a new Article V is substituted therefore, said new Article reading as follows:

In case of fire, casualty or any other disaster, the insurance proceeds of the Association's policy and Unit owner's policies shall be applied to reconstruction, except in the event that reconstruction will comprise the whole or more than two-thirds of the Property. In such event, the damaged portion of the Property shall be reconstructed if three-quarters (3/4) of the Co-Owners so consent. If not, the Co-Owners, by three-quarters (3/4) vote of all Co-Owners, may agree upon an equitable distribution to the Co-Owners of the insurance proceeds. In the absence of such agreement, the proceeds will be distributed according to South Carolina law. Reconstruction of the damaged or destroyed building(s), as used in this section, means restoring the building(s), including Association-owned personal property, to substantially the same condition in which it or they existed prior to the fire, casualty or disaster, with each Unit, the Common Elements, and Limited Common Elements having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished under the direction of the Manager or the Association.

Repair and replacement of Co-Owner personal property, if insurance proceeds are sufficient to do so in whole or in part, shall be undertaken by the Manager.

If the insurance proceeds are insufficient to reconstruct the building(s), then the Common Elements, Limited Common Elements, and Association-owned personal property shall be promptly repaired and restored by the Board of Directors or by the Manager, using the insurance proceeds, if any, for that purpose. If the insurance proceeds are insufficient to reconstruct the Common Elements, Limited Common Elements, and Association-owned personal property, then the Co-Owners shall be liable for assessment of any deficiency.

3. Article VII of the Master Deed is hereby deleted in its entirety and a new Article VII is substituted therefore, said new Article reads as follows:

ARTICLE VII  
MAINTENANCE OBLIGATIONS; ALTERATION OF COMMON ELEMENTS

A. Common Elements. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all of the Common Elements, including common hallways and walkways, perimeter walls, roofs, undecorated concrete or gyp-crete floor slabs and those portions thereof which contribute to the support of any building, which portions shall include but not be limited to load-bearing columns and load-bearing walls. Also, all conduits, ducts, plumbing, wiring, and other fixtures or facilities for furnishing of utility services located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the Declarant and in other Common Elements; and all such facilities contained within units that service part or parts of the Property other than the unit in which they are contained, and should any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair, or replacement of Common Elements, the Association shall, at its expense, repair such incidental damage.

The term "Common Elements" used in this Article expressly includes "Limited Common Elements" and "Reserved Common Elements". For purposes of this Article, Common Elements includes all personal property and furnishings within the Common Elements.

B. Alterations of Common Elements. There shall be no alteration of Common Elements by the Co-Owners without the prior written approval of seventy-five (75%) of the Co-Owners.

C. Units. Unit owners are responsible, at their own expense, for maintaining, repairing, and replacing items that constitute part of the Owner's Unit; which items include, but are not limited to, the following: all cabinets, furnishings, appliances, interior plumbing and wiring located therein and serving only the Unit, plumbing fixtures, lighting fixtures, interior non-bearing partitions, ceiling and wall interior finishes, paneling, molding, tiles, wallpaper, paint, finished flooring, carpets, and any other materials constituting any part of the finished surfaces thereof, and doors to a patio or deck which is appurtenant to the Unit, since such doors are deemed a part of the Unit in its

entirety under the terms of this Master Deed. Unit Owners shall, at their own expense, maintain, repair and replace equipment intended solely to serve their individual Unit, such as hot water heaters and heating and air conditioning equipment.

Further, as noted in Article I, Subsection D.3.(c)., above, maintenance, other than structural, and upkeep of each patio, deck or storage area is the exclusive responsibility of the Owner of the Unit to which the patio, deck or storage area is appurtenant.

All provisions in the Master Deed, the First through Fourth Amendments shall remain unchanged except as provided herein and shall be, and hereby are, binding upon all present and future Co-Owners in Phases I, II, III, IV, V, and VI, their mortgagees, lienholders and the Declarant. The Master Deed and the First through Fifth Amendments shall be construed together so as to create one unified horizontal property regime, pursuant to the laws of the State of South Carolina.

**IN WITNESS WHEREOF**, the President and Secretary have signed this Fifth Amendment of the Master Deed of Spence's Point Horizontal Property Regime by and on behalf of the Association as its duly authorized officers, and in witness whereof, have set their hand and seal this 13<sup>th</sup> day of APRIL, 2005.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SPENCE'S POINT COUNCIL OF CO-  
OWNERS, INC.

Wanda K. Eslinger  
Scott O. Lund

By: James M. Eslinger  
James Eslinger  
Its: President

Wanda K. Eslinger  
Scott O. Lund

By: Jacqueline E. Burriss  
Its: Secretary

CERTIFICATION

I, James Eslinger, hereby certify that Co-Owners holding at least two-thirds (2/3) of the voting interests in the Association adopted a Resolution approving the Fifth Amendment to the Master Deed and authorizing the President and Secretary of the Association to execute the same and its recording in the Office of the Register of Deeds for Lexington County, as evidenced by the records of the Association. The Fifth Amendment, upon recordation, is to be in full force and effect. I further certify that The First Service Corporation of S.C. has been dissolved and that its consent to amendment of the Master Deed is no longer required.

By James M. Eslinger  
James Eslinger, President

STATE OF SOUTH CAROLINA        )  
  )                   P R O B A T E  
COUNTY OF LEXINGTON            )

PERSONALLY appeared before me, the above-named witness, who being duly sworn, states that (s)he saw the within named Spence's Point Council of Co-Owners, Inc. by James Eslinger, its President, sign, seal and deliver as its act and deed, the within Fifth Amendment to the Master Deed of Spence's Point Horizontal Property Regime, and that(s)he with the other above-named witnessed the execution hereof.

Scott O Lund

SWORN to and subscribed before me  
this 13<sup>th</sup> day of April, 2005.

Wanda K. Eslinger (L.S.)  
Notary Public for South Carolina

My Commission Expires: 12/29/07



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

P R O B A T E

PERSONALLY appeared before me, the above-named witness, who being duly sworn, states that (s)he saw the within named Spence's Point Council of Co-Owners, Inc. by Jacqueline E. Burrows its Secretary, sign, seal and deliver as its act and deed, the within Fifth Amendment to the Master Deed of Spence's Point Horizontal Property Regime, and that (s)he with the other above-named witnessed the execution hereof.

Scott O Lund

SWORN to and subscribed before me  
this 13<sup>th</sup> day of April, 2005.

Wanda K. Eslinger (L.S.)  
Notary Public for South Carolina

My Commission Expires: 12/29/07