

Deed Book 1247

pg - 125

ca

08272

FILED
HORRY COUNTY, S.C.
88 SEP -1 PM 4:48
R.M.C.

SECOND AMENDMENT TO
MASTER DEED OF
SOUTH HAMPTON
HORIZONTAL PROPERTY REGIME

HORRY COUNTY ASSESSOR

166-03-48-Alt Parcel Horry County
South Carolina

Map Blk Parcel 9/2/88

125

SECOND AMENDMENT TO
MASTER DEED OF
SOUTH HAMPTON
HORIZONTAL PROPERTY REGIME

THIS SECOND AMENDMENT TO MASTER DEED, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws as amended ("Horizontal Property Act" or "Act"), is made and executed in Horry County, South Carolina, this 9th day of May, 1988, by Rank Development, Inc.

W I T N E S S E T H

WHEREAS, Rank Development, Inc. heretofore executed the Master Deed of South Hampton Horizontal Property Regime dated March 17, 1987, which Master Deed was recorded in the Clerk of Court's Office for Horry County on March 18, 1987, in Deed Book 1121 at page 266; and

WHEREAS, said Master Deed was amended by a document entitled First Amendment to Master Deed of South Hampton Horizontal Property Regime recorded April 7, 1987, in the Horry County, Clerk of Court's Office in Deed Book 1125, page 422; and

WHEREAS, Declarant wishes to further amend said Master Deed.

DECLARANT HEREBY PUBLISHES AND DECLARES that the Master Deed of South Hampton Horizontal Regime dated March 17, 1987, and recorded in the Clerk of Court's Office for Horry County on March 18, 1987, in Deed Book 1121 at page 266 is hereby further amended as follows:

(1) Pursuant to a Special Board of Directors Meeting at which a special resolution was unanimously passed on July 30th, 1988, the name South Hampton Home Owners Association has been changed to South Hampton Property Owners Association. All references to the Home Owners Association, or the HOA, throughout the Master Deed, Exhibits and any and all amendments thereto are hereby deleted and the words "Property Owners Association" or "POA" are hereby substituted in lieu thereof.

(2) Article II, The Property is herewith amended to add subparagraphs 2.3(j) and 2.3(k), which shall read as follows:

- (j) In the event that two or more Units are owned by the same Owner and are so situated in the building that the hall adjacent to the entry doors of said Units provides access to said Units but not to other Units or other common areas, the Owner may, at his expense and with the prior approval of the POA, construct a doorway and door in the hall in front of the two or more Units so as to restrict the use of that portion of the hall to the Owner of the Units. The portion of the hall so restricted shall be a Limited Common Element. At the time of the construction of the doorway and door the Owner shall enter into an agreement with the POA agreeing to remove the doorway and door and restore the hall to its original configuration before one of the Units owned by the Owner is sold separately. If the Owner sells both of the Units together to the same purchaser, the new Owner must agree in writing to be bound by this provision. The addition of a door and doorway shall not have the effect of changing the type of Units, the statutory value attributable to the Units and the percentage of interest in the Common Elements and Limited Common Elements attributable to the Units.

- (k) In the event that two or more Units are owned by the same Owner and adjoin one another, the Owner may, at his expense and with the prior approval of the POA, construct a doorway between the two adjoining Units in order to join together said Units. Further, said Owner may, at his expense and with the prior approval of the POA, close a doorway to a room in one of the adjoining Units so as to transfer said room from one Unit to another Unit. The transfer of a room from one Unit to another Unit shall not change the type of Units, the statutory value attributable to each Unit, and the percentage of interest in the Common Elements and Limited Common Elements attributable to the Units.

(3) Article III, South Hampton Condominium Owners Association, Inc., is herewith amended to add subparagraph 3.5, which shall read as follows:

- 3.5 Subordination. Pursuant to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Kingston Plantation recorded in the Horry County Clerk of Court's Office on June 12, 1986, in Deed Book 1052, page 290, the POA shall be subject and subordinate to the provisions of the Declaration, the Master Association and the By-Laws of the Master Association, and to rules and actions adopted or undertaken thereunder, and no action of the Board of Directors, the Co-Owners or the Manager shall be in contradiction, abrogation or substitution of the provisions, rules or actions thereof.

(4) Article V, Easements, Covenants and Restrictions, is herewith amended to add subparagraphs 5.1(k) and 5.1(l), which shall read as follows:

- (k) Kingston Plantation Master Association, a South Carolina Corporation, pursuant to the terms of the Declaration has the authority to regulate the choice of

color and other matters concerning the exteriors of the Building in the Regime. Neither the POA nor any Co-Owner shall make any change to the exterior of the Building, change the color of the exterior of the Building or otherwise do any work on the exterior of the Building without first obtaining the written consent of the Association. No screen doors, storm windows, storm doors or other things may be added to the exterior without first obtaining written permission of the Association.

(1) The side of all exterior window treatments for shading purposes shall be white in color.

(5) Subparagraph 11.3(b) of Article XI is herewith amended to read, "To partition or subdivide any Unit, except as otherwise provided in subparagraphs 2.3(i), 2.3(j) and 2.3(k);".

(6) The first sentence subparagraph 14.2 Sale of Project of Article XIV, Obsolescence is hereby deleted and the following two sentences substituted in lieu thereof:

14.2 Sale of Project. In the event of adoption of a plan for sale or other disposition in accordance with Section 14.1 hereof, the POA shall forthwith record in the Office of the Horry County Clerk of Court, a notice setting forth such facts, and upon the recording of such notice by the POA, the Project shall be sold or otherwise disposed of by the POA, acting as attorney-in-fact for all Co-Owners. By acceptance of a deed to a Unit, each Co-Owner thereby agrees that upon such action by the POA (as contemplated in Section 14.1 hereof) each Co-Owner shall execute and deliver an irrevocable, recordable power-of-attorney in favor of the POA.

(7) Exhibit R, Article VI, Committees, attached to the Master Deed, which sets forth the By-laws of the South Hampton Property Owners Association, Inc., is hereby amended as follows:

(a) The second sentence of subparagraph 6.01 of Article VI is herewith deleted.

(b) Subparagraph 6.07 of Article VI is herewith added:

6.07 Architectural Control Committee. There is hereby established an Architectural Control Committee which shall control all matters and all changes in regards to the exteriors of the Building. This Committee shall make all decisions with regard to all changes in the exteriors of the Building, all changes in the color on the exterior of the Building and any and all other changes or decisions affecting the Building. No screen doors, storm windows, storm doors or other things can be added to the exterior without first obtaining the permission of the Committee. All decisions by the Architectural Control Committee regarding the Building must be approved by the Association or its appropriate Committee prior to said decisions being adopted or implemented. No approval of plans or specifications by the POA, the Architectural Control Committee or the Association and no publication or architectural standards by the POA, the Architectural Committee or the Association shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approval shall in no event be construed as a representation or guarantee that any repair or improvement undertaken in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the POA, the Master Association, the Board of Directors of the POA, nor any Committee of the POA or the Master Association, nor any members of any of the above shall be responsible or liable for any work, or for the quality of any work pursuant to such architectural plans or specifications.

(8) Except as herein amended, all provisions of the Master Deed are herewith ratified, affirmed and shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Master Deed of South Hampton Horizontal Property Regime as of the day and year first above written.

WITNESSES:
[Signature]

RANK DEVELOPMENT, INC.
By: Trefor Thomas
ITS PRESIDENT

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named ~~Trefor Thomas~~ Rank Development, Inc. by Trefor Thomas its President, sign, seal and as its act and deed deliver the within Second Amendment to Master Deed of South Hampton Horizontal Property Regime and that s/he with Releston P. Vanzyant II witnessed the execution thereof.

[Signature]

SWORN to and subscribed before me this 9th day of May, 1988.

[Signature] (L.S.)
Notary Public for South Carolina

My Commission Expires: 8/14/97