

STATE OF SOUTH CAROLINA )  
 )  
 )  
 )  
 COUNTY OF CHARLESTON ) (PHASE 3) (amending original Master Deed recorded  
 Book C633 at Page 488)

THIS SECOND SUPPLEMENTAL AND AMENDED MASTER DEED OF TIDES HORIZONTAL PROPERTY REGIME (“Second Supplement & Amendment”) is made as of the Execution Date (hereinafter defined) by CAROLINA EASTPORT, LLC, a South Carolina limited liability company (“Declarant”).

RECITALS:

WHEREAS, by Master Deed of Tides Horizontal Property Regime dated July 20, 2007, and recorded in the RMC Office for Charleston County, South Carolina, on July 20, 2007, in Deed Book C633 at Page 488, *et seq.* (“Original Master Deed”), Declarant submitted certain properties and improvements to the Tides Horizontal Property Regime (“Regime”), as more fully described in said Original Master Deed, and identified therein as Phase 1 of the Regime; and

WHEREAS, by First Supplemental and Amended Master Deed of Tides Horizontal Property Regime dated November 15, 2007, and recorded in the RMC Office for Charleston County, South Carolina, on November 28, 2007, in Deed Book Y644 at Page 736, *et seq.* (“First Supplement & Amendment”; the Original Master Deed and First Supplement & Amendment shall together be referred to as the “Master Deed”), Declarant submitted certain properties and improvements to the Regime, as more fully described in said First Supplement & Amendment, and identified therein as Phase 2 of the Regime; and

WHEREAS, Sections 2.3 and 10.1 of the Master Deed reserve the unilateral right of the Declarant to record a supplemental Master Deed annexing additional property into the Regime (“Additional Land”), as more fully described in said Master Deed, including the right to add that portion of the Additional Land made up of real property and improvements described as Phase 3 of the Regime; and

WHEREAS, Declarant wishes to annex and submit Phase 3 to the Regime, as amended and described in Exhibit “A” to this Second Supplement & Amendment, including without limitation Building 3 (hereinafter defined) as depicted in the Plans attached as Exhibit “C” to this Second Supplement & Amendment, all as further set forth and described in Part II of this Second Supplement & Amendment; and

WHEREAS, Section 10.2 of the Master Deed reserves the unilateral right of the Declarant to record an amended Master Deed to cure any ambiguity or to correct or supplement any provisions that are defective, missing or inconsistent with any other provisions thereof; and

WHEREAS, Declarant, based upon the incomplete description of Building 2’s Shared Limited Common Elements contained in the First Supplement & Amendment, wishes to amend

the listing of Phase 2 Units being served by Shared Limited Common Element Elevator 02 to include Units 211, 212, 213, and 214, and further wishes to amend the listing of Phase 2 Units being served by Shared Limited Common Element Elevator 03 to include Units 216, 217, 218, and 219, as further set forth and described in Part I of this Second Supplement & Amendment; and

WHEREAS, Declarant, in order to correct and/or supplement missing provisions in the Master Deed regarding treatment of Declarant-owned Units in the context of payment of Assessments and Association expenses, wishes to amend said Master Deed to add such provisions, as further set forth and described in Part I of this Second Supplement & Amendment; and

WHEREAS, Section 10.2 of the Master Deed and Section 12.1 of the Bylaws reserve the unilateral right of the Declarant to amend the Bylaws (Exhibit “D” to the Master Deed) to cure any ambiguity or to correct or supplement any provisions that are defective, missing or inconsistent with any other provisions thereof; and

WHEREAS, Declarant, in order to supplement outdated provisions in the Bylaws, wishes to amend said Bylaws to evidence Declarant’s replacement of one of the initial appointed Board of Directors of the Association listed in Section 4.2.2 of the Bylaws, as further set forth and described in Part I of this Second Supplement & Amendment.

PART I

NOW, THEREFORE, DECLARANT HEREBY AMENDS THE MASTER DEED AS FOLLOWS:

**A.** Pursuant to Declarant’s unilateral right to amend the Master Deed to cure any ambiguity or to correct or supplement any provisions that are defective, missing or inconsistent with any other provisions thereof, per Section 10.2 of the Master Deed;

**1(a).** Part II, Section E of the First Supplement & Amendment shall be amended to add the following Phase 2 Units to the list of those Units being served by Shared Limited Common Element Elevator 02 in Building 2: Units 211, 212, 213, and 214. The full listing of Phase 2 Units being served by Shared Limited Common Element Elevator 02, as amended herein, is as follows:

Elevator 02 is a Shared Limited Common Element serving Units 211, 212, 213, 214, 224, 233, 243, 253, and 264.

**1(b).** Part II, Section E of the First Supplement & Amendment shall be amended to add the following Phase 2 Units to the list of those Units being served Shared Limited Common Element Elevator 03 in Building 2: Units 216, 217, 218, and 219. The full listing of

Phase 2 Units being served by Shared Limited Common Element Elevator 03, as amended herein, is as follows:

Elevator 03 is a Shared Limited Common Element serving Units 216, 217, 218, 219, 226, 235, 237, 245, 247, 255, 257, and 266.

2. A new Section 4.19 shall be added to the Master Deed as follows:

Section 4.19. Declarant-Owned Units. Anything contained in this Article to the contrary notwithstanding, so long as the Declarant owns any Unit in the Regime, the Declarant may annually elect either:

(a) to pay the regular Assessment for each such Unit, or

(b) to pay the difference between the amounts of Assessments collected on all other Units not owned by the Declarant and the sum of:

(i) the amount of actual operating expenditures by the Association during the fiscal year, and

(ii) the amount of reserves budgeted to be funded during the year.

In no event will the Declarant's financial responsibility under Section 4.19(b) above exceed what its financial responsibility would have been under Section 4.19(a) above. Unless the Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of each fiscal year, the Declarant will be deemed to have elected to continue paying on the same basis as during the immediately preceding year.

**B.** Pursuant to Declarant's unilateral right to amend the Bylaws (Exhibit "D" to the Master Deed) to cure any ambiguity or to correct or supplement any provisions that are defective, missing or inconsistent with any other provisions thereof, per Section 10.2 of the Master Deed and Section 12.1 of the Bylaws, Section 4.2.2 of the Bylaws shall be amended to evidence Declarant's removal of one of the initial appointed members of the Board of Directors of the Association, James S. Grant, Jr., and replacement with Brian Miner (with an address of 125 Wingo Way, Mount Pleasant, South Carolina, 29464) as an appointed member of the Board

of Directors of the Association. The other two initial appointed members of the Board of Directors named in the Master Deed, Richard H. Coen and David M. Sidbury, shall remain on the Board of Directors. Further changes to the makeup of the Declarant-appointed Board of Directors, if any, need not be evidenced by any recorded amendment to the Master Deed or Bylaws.

## PART II

FURTHER, pursuant to its unilateral amendment rights under Sections 2.3 and 10.1 of the Master Deed to annex portions of the Additional Land into the Regime via supplemental/amended Master Deed, including the right to submit Phase 3 to the Regime, DECLARANT HEREBY PUBLISHES AND DECLARES THE FOLLOWING:

**A.** The land and improvements thereon, or to be constructed thereon, defined herein as Phase 3 and more particularly described in Exhibit "A" attached to this Second Supplement & Amendment, and all rights and privileges belonging or in any way appertaining thereto, is submitted to the Regime and to the terms and provisions of the Act and that hereafter it shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the Regime and the Act and the covenants, conditions, restrictions, uses, limitations and obligations contained in the Master Deed, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Condominium Property as more fully described in the Master Deed, and the division thereof into Condominium Units, all of which shall run with the land and be a burden and a benefit to Declarant, its successors, assigns and successors in title and to all other persons acquiring or owning an interest in the Land, the Condominium Property, the Units and all Improvements, and their respective grantees, successors, heirs, executors, administrators, devisees and assigns.

**B.** Section 1.42 of the Master Deed shall be deleted in its entirety and replaced with the following:

Section 1.42. "Plat" means the physical survey of the Land which comprises Phase 1, Phase 2, and Phase 3, as further defined in the Master Deed, as amended, and depicted in the attached Exhibit "B" to this Second Supplement & Amendment.

**C.** "Building 3" means the separate physical building/structure constructed, or to be constructed, in Phase 3, containing thirty-nine (39) Units, as more particularly shown and described on the Plans in Exhibit "C" attached to this Second Supplement & Amendment ("Plans").

**D.** Building/Phase 3 Units Under Construction. At the time of recording of this Second Supplement & Amendment, Building 3 and the Phase 3 Common Elements had received its certificate of occupancy from the Town of Mount Pleasant evidencing completion, however the Town of Mount Pleasant is, or may be, also issuing individual Unit certificates of occupancy evidencing completion of each Unit. Therefore, in compliance with Section 27-31-30 of the Act,

the Units in Phase 3 are hereby being submitted to the Regime “under construction” at the time of the recording of this Second Supplement & Amendment. The Declarant does not intend to convey title to a Unit in Building 3 until after said Unit receives a Unit certificate of occupancy from the Town of Mount Pleasant (or, in the alternative, Declarant follows the escrow/bond requirements for “under construction” closings set forth in Section 27-31-30 of the Act). Once a Unit receives its Unit certificate of occupancy from the Town of Mount Pleasant, said Unit automatically changes classification from “under construction” to “completed” for purposes of Section 27-31-30 of the Act and for purposes of this Master Deed and Declarant may freely convey title to the Unit without having to follow the “under construction” closing restrictions contained in Section 27-31-30 of the Act and without having to further amend or supplement the Master Deed or this Second Supplement & Amendment in order to evidence completion of the Unit (i.e., receipt of the Unit certificate of occupancy is sufficient evidence of a Unit’s “completion” under Section 27-31-30 of the Act and the Master Deed, as amended).

**E. Building/Phase 3 Units.** The Units in the Regime are generally defined in the Master Deed and the Building/Phase 3 Units are specifically shown and identified graphically in the Plans in Exhibit “C” attached to this Second Supplement & Amendment. Each Building/Phase 3 Unit is generally described as follows:

Units 312 and 318 each contain approximately 1885 square feet of heated Unit area, and a terrace containing approximately 132 square feet of unheated Limited Common Element Area, for a total of approximately 2017 square feet. Units 312 and 318 each have a Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Units 313 and 317 each contain approximately 1435 square feet of heated Unit area, and a terrace containing approximately 132 square feet of unheated Limited Common Element area, for a total of approximately 1567 square feet. Units 313 and 317 each have a Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Unit 314 contains approximately 1109 square feet of heated Unit area, and a terrace containing approximately 99 square feet of unheated Limited Common Element area, for a total of approximately 1208 square feet. Unit 314 has a Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Unit 316 contains approximately 1109 square feet of heated Unit area, and a terrace containing approximately 99 square feet of unheated Limited Common Element area, for a total of approximately 1208 square feet. Unit 316 has a Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Units 311 and 319 each contain approximately 1824 square feet of heated Unit area, and a terrace containing approximately 191 square feet of unheated Limited Common Element area, for a total of approximately 2015 square feet. Units 311

and 319 each has a Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Units 321 and 329 each contain approximately 2495 square feet of heated Unit area, and terraces containing approximately 328 square feet of unheated Limited Common Element area, for a total of approximately 2823 square feet. Units 321 and 329 each has a Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Units 322, 328, 332, 342, 348, 352 and 358 each contain approximately 1920 square feet of heated Unit area, and a terrace containing approximately 132 square feet of unheated Limited Common Element area, for a total of approximately 2052 square feet. Units 322, 328, 332, 342, 348, 352 and 358 each has a Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Units 324 and 326 each contain approximately 2597 square feet of heated Unit area, and a terrace containing approximately 132 square feet of unheated Limited Common Element area, for a total of approximately 2729 square feet. Units 324 and 326 each has a Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Units 331, 341, 349, 351, and 359 each contain approximately 2495 square feet of heated Unit area, and terraces containing approximately 308 square feet of unheated Limited Common Element area, for a total of approximately 2803 square feet. Units 331, 341, 349, 351, and 359 each has a Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Units 333, 337, 343, 347, 353, and 357 each contain approximately 1970 square feet of heated Unit area, and a terrace containing approximately 132 square feet of unheated Limited Common Element area, for a total of approximately 2102 square feet. Units 333, 337, 343, 347, 353, and 357 each has a Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Units 335, 345, and 355 each contain approximately 2600 square feet of heated Unit area, and terraces containing approximately 574 square feet of unheated Limited Common Element area, for a total of approximately 3174 square feet. Units 335, 345, and 355 each has a Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Unit 338 contains approximately 4492 square feet of heated Unit area, and terraces containing approximately 441 square feet of unheated Limited Common Element area, for a total of 4933 square feet. Unit 338 has two Limited Common Element assigned parking spaces located on the Garage Level of Building 3 as shown on the Plans.

Units 361 and 369 each contain approximately 2472 square feet of heated Unit area, and terraces (one of which is an open air rooftop terrace) containing approximately 1391 square feet of unheated Limited Common Element area, for a total of approximately 3863 square feet. Units 361 and 369 each has a Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Unit 363 contains approximately 1977 square feet of heated Unit area, and terraces (one of which is an open air rooftop terrace) containing approximately 935 square feet of unheated Limited Common Element area, for a total of 2912 square feet. Unit 363 has one Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Unit 365 contains approximately 3485 square feet of heated Unit area, and terraces (one of which is an open air rooftop terrace) containing approximately 1907 square feet of unheated Limited Common Element area, for a total of 5392 square feet. Unit 365 has one Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

Unit 367 contains approximately 2952 square feet of heated Unit area, and terraces (one of which is an open air rooftop terrace) containing approximately 1616 square feet of unheated Limited Common Element area, for a total of 4568 square feet. Unit 367 has one Limited Common Element assigned parking space located on the Garage Level of Building 3 as shown on the Plans.

The above-stated Phase 3 Unit descriptions and attached Plans amend the Original Master Deed's treatment of future Phase 3 Units 338 and 339, pursuant to Declarant's unilateral right to amend the Master Deed to modify, amend, substitute, alter, eliminate or add to the descriptions of the additional Phases, based on Declarant's determination of what is reasonable or desirable to be included in such additional Phases (per Section 10.1 of the Master Deed), and pursuant to Declarant's unilateral right to amend the Master Deed to create new types of Units (per Section 10.2 of the Master Deed). This Second Supplement & Amendment deletes future Phase 3 Unit 339 as referenced in the Original Master Deed and expands Unit 338 into its space.

**F. Percentage of Undivided Ownership Interests.** Each Phase 3 Unit's Percentage Interest in the Common Elements is set forth in Exhibit "D" attached to this Second Supplement & Amendment, along with the Percentage Interests for the Phase 1 and Phase 2 Units. Pursuant to Declarant's amendment rights described above in Part II, Section E of this Second Supplement & Amendment, the attached Exhibit "D" amends the original Table of Unit Percentage Interests attached to the Original Master Deed as Exhibit "E" by (i) completely deleting future Phase 3 Unit 339 and (ii) combining the Unit Values and Percentage Interests for future Phase 3 Units 339 and 338 and using the those totals for the final Phase 3 Unit 338 Unit Value and Percentage Interest figures as shown on Exhibit "D" attached to this Second Supplement & Amendment. Other than the changes described herein to Units 338 and 339, the attached Exhibit "D" to this Second Supplement & Amendment contains no changes to the Percentage Interests of any other Units in the Regime since they were first published in the Original Master Deed.

**G. Building 3 Units' Shared Limited Common Elements.** The Shared Limited Common Elements contained in Building 3 are listed below and more particularly shown on the Plans, and generally include, but are not limited to, the following: (a) the Elevators that serve less than all Units in the Building; (b) the breezeways or corridors on each floor of the Building which serve as access to only those Units which front such breezeway or corridor; (c) the access ramps and the portion of the surface area of the underground garage, but not the assigned parking space, which constitutes a Limited Common Element for a particular Unit; and (d) the roof area on Building 3 not otherwise designated as a Limited Common Element terrace for a particular Unit.

Elevator 01 is a Shared Limited Common Element serving Units 311, 312, 313, 314, 321, 322, 331, 332, 341, 342, 351, 352, and 361.

Elevator 02 is a Shared Limited Common Element serving Units 311, 312, 313, 314, 324, 333, 343, 353, and 365.

Elevator 03 is a Shared Limited Common Element serving Units 316, 317, 318, 319, 326, 335, 337, 345, 347, 355, 357, and 367.

Elevator 04 is a Shared Limited Common Element serving Units 316, 317, 318, 319, 328, 329, 338, 348, 349, 358, 359, and 369.

There is a Shared Limited Common Element Corridor/Breezeway on Level 1 serving Units 311, 312, 313, and 314.

There is a Shared Limited Common Element Corridor/Breezeway on Level 1 serving Units 316, 317, 318, and 319.

There is a Shared Limited Common Element Corridor/Breezeway on Level 2 serving Units 321, 322, and 324.

There is a Shared Limited Common Element Corridor/Breezeway on Level 2 serving Units 326, 328, and 329.

There is a Shared Limited Common Element Corridor/Breezeway on Level 3 serving Units 331, 332, and 333.

There is a Shared Limited Common Element Corridor/Breezeway on Level 3 serving Units 335, 337, and 338.

There is a Shared Limited Common Element Corridor/Breezeway on Level 4 serving Units 341, 342, and 343.

There is a Shared Limited Common Element Corridor/Breezeway on Level 4 serving Units 345, 347, 348, and 349.

There is a Shared Limited Common Element Corridor/Breezeway on Level 5 serving Units 351, 352, and 353.



There is a Shared Limited Common Element Corridor/Breezeway on Level 5 serving Units 355, 357, 358, and 359.

There is a Shared Limited Common Element Corridor/Breezeway on Level 6 serving Units 361, 363, and 365.

There is a Shared Limited Common Element Corridor/Breezeway on Level 6 serving Units 367 and 369.

**H. Phase 3 General Common Elements.** The General Common Elements submitted as a part of Phase 3, including without limitation the Amenity Building and the pool, are shown on the Plat and Plans attached to this Second Supplement & Amendment and the Site Plan attached to the First Supplement & Amendment.

1. As set forth in Section 5.6 of the Master Deed, the Amenity Building Easement automatically ceases upon submittal of Phase 3 to the Regime (i.e., recording of this Second Supplement & Amendment in the County RMC Office).

2. As set forth in Section 5.5 of the Master Deed, the Access Easement (identified as the Ingress/Egress Easement on the Plat) as defined and limited to Section 5.5 of the Master Deed automatically ceases upon submittal of Phase 3 to the Regime (i.e., recording of this Second Supplement & Amendment in the County RMC Office).

ALL DEFINITIONS CONTAINED IN THE MASTER DEED SHALL BE DEEMED AMENDED TO THE EXTENT NECESSARY TO CAUSE PHASE 3 AS DESCRIBED HEREIN TO BE TREATED AS FULLY INTEGRATED INTO THE REGIME, AND ALL SAID DEFINITIONS AS AMENDED SHALL APPLY TO THIS SECOND SUPPLEMENT & AMENDMENT.

Exhibits Attached Hereto and Incorporated Herein by Reference:

- Exhibit "A":** Phase 3 Legal Description
- Exhibit "B":** Plat
- Exhibit "C":** Building 3 Plans w/ Architect's Certification & Amenity Building Plans w/ Architect's Certification
- Exhibit "D":** Total Unit Percentage Interests in Common Elements

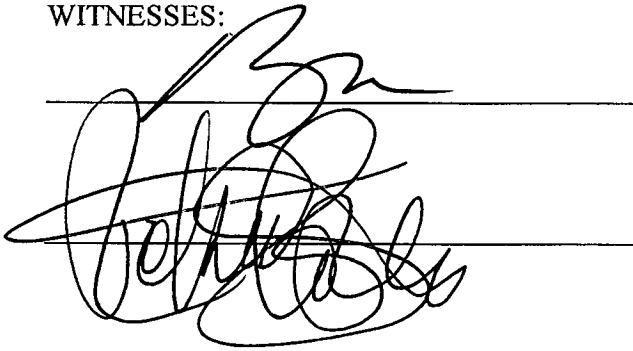
**[SIGNATURE PAGE(S) TO IMMEDIATELY FOLLOW]**

IN WITNESS WHEREOF, Declarant has caused this Second Supplement & Amendment to be executed by its duly authorized members as of the signature date of the Declarant below (the "Execution Date"). If the signature dates of the members of Declarant are different, the later of the signature dates shall serve as the Execution Date of this Second Supplement & Amendment.

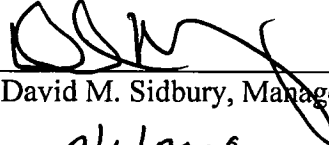
**DECLARANT:**

**CAROLINA EASTPORT, LLC**, a South Carolina limited liability company

**WITNESSES:**



By: **North Eastport, LLC**, a North Carolina limited liability company  
Its: Member

By:   
David M. Sidbury, Manager

Date: 2/6/2008

STATE OF North Carolina

COUNTY OF Mecklenburg

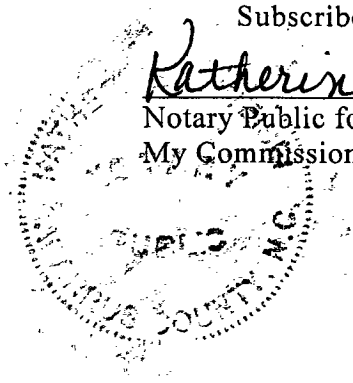
**ACKNOWLEDGMENT**

I, Katherine B. Weisel, Notary Public for the State of North Carolina hereby certify that Carolina Eastport, LLC, a South Carolina limited liability company, by North Eastport, LLC, a North Carolina limited liability company, its Member, by David M. Sidbury, its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 6<sup>th</sup> day of February, 2008.

Katherine B. Weisel  
Notary Public for the State of North Carolina  
My Commission Expires: 5/4/2011

(NOTARY SEAL)



WITNESSES:

John C. M'sley

By: **South Eastport, Inc.**, a South Carolina corporation

Its: Member

Richard H. Coen

By:

Richard H. Coen  
Richard H. Coen, President

Date:

2/6/08

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, Kimberly J. Smith, Notary Public for the State of South Carolina hereby certify that Carolina Eastport, LLC, a South Carolina limited liability company, by South Eastport, Inc., a South Carolina corporation, its Member, by Richard H. Coen, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 6<sup>th</sup> day of February, 2008.

Kimberly J. Smith  
Notary Public for the State of South Carolina  
My Commission Expires: 03/15/2015

(NOTARY SEAL)

**Exhibit "A"**

[Phase 3 Legal Description]

All that certain, piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the Town of Mt. Pleasant, County of Charleston, State of South Carolina, being more particularly shown and designated as **Phase III**, as shown on Plat of 75.08 Acres, Tides Horizontal Property Regime, Phase III, Owned by Carolina Eastport, LLC, prepared by E.M. Seabrook, Jr., Inc., Engineers and Land Surveyors, Lewis E. Seabrook, S.C. Reg. No. 09860, dated January 14, 2008, and recorded in the RMC office for Charleston County on the 14<sup>th</sup> day of February, 2008 in Plat Book EL at Pages 356-360 (the "Plat").

TMS No. portion of 514-00-00-169

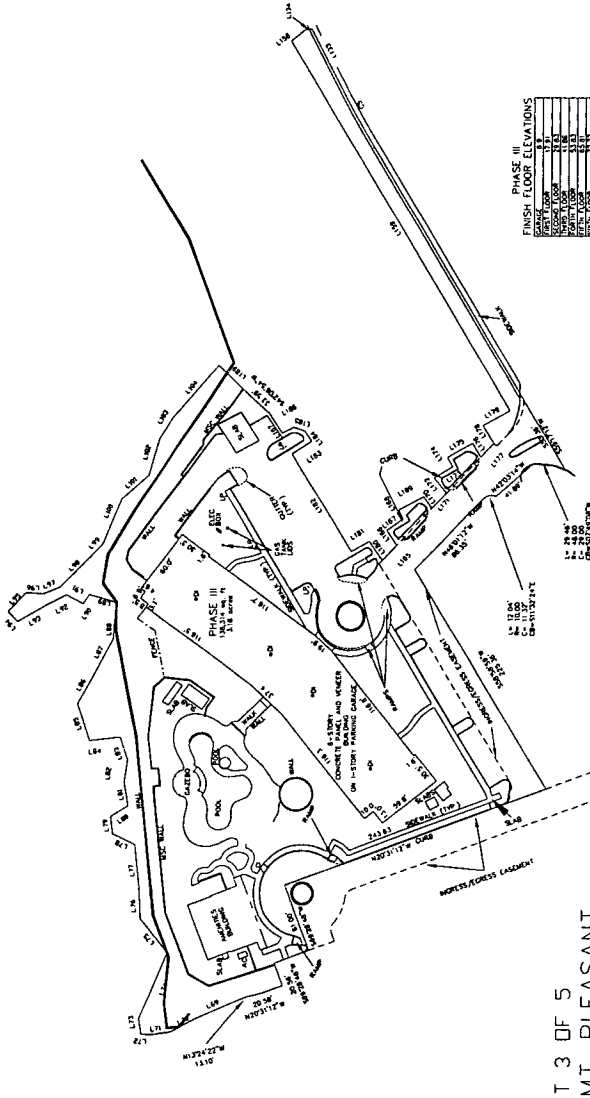
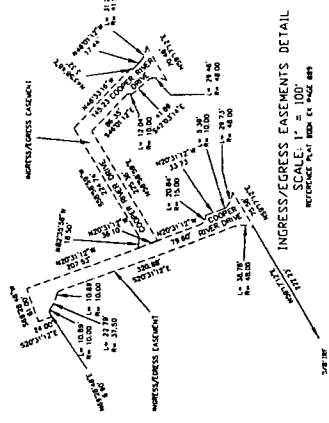
**Exhibit "B"**

[Plat]

*(see reduced version attached hereto and incorporated herein by reference)*







PHASE III FINISH FLOOR ELEVATIONS

CEILING	11.00
FLOOR	11.00
ROOF	11.00
FINISH FLOOR	11.00
FINISH FLOOR	11.00
FINISH FLOOR	11.00

SHEET 3 OF 5  
TOWN OF MT. PLEASANT  
CHARLESTON COUNTY, S. C.  
PLAT OF 75.00 ACRES,  
TIES HORIZONTAL PROPERTY RECORD PHASE III  
OWNED BY  
CAROLINA COUNTRY, LLC  
SCALE AS SHOWN JANUARY 14, 2008  
E. M. SEABROOK, JR., INC.  
ENGINEERS AND LAND SURVEYORS  
1000 W. BROADWAY, SUITE 200  
MOUNTAIN VIEW, S. C. 29540  
PHONE (803) 884-4444

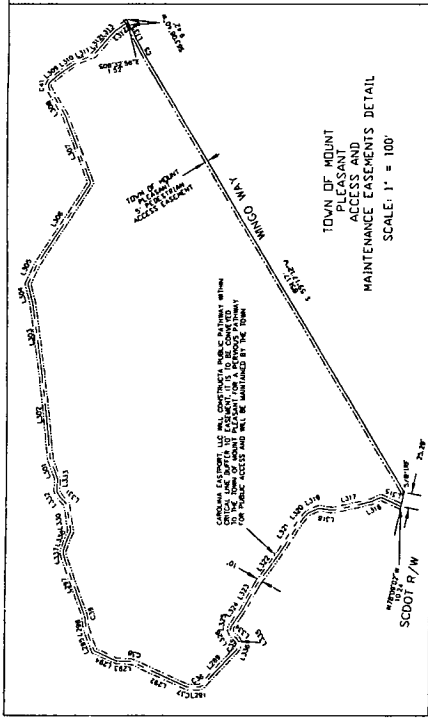
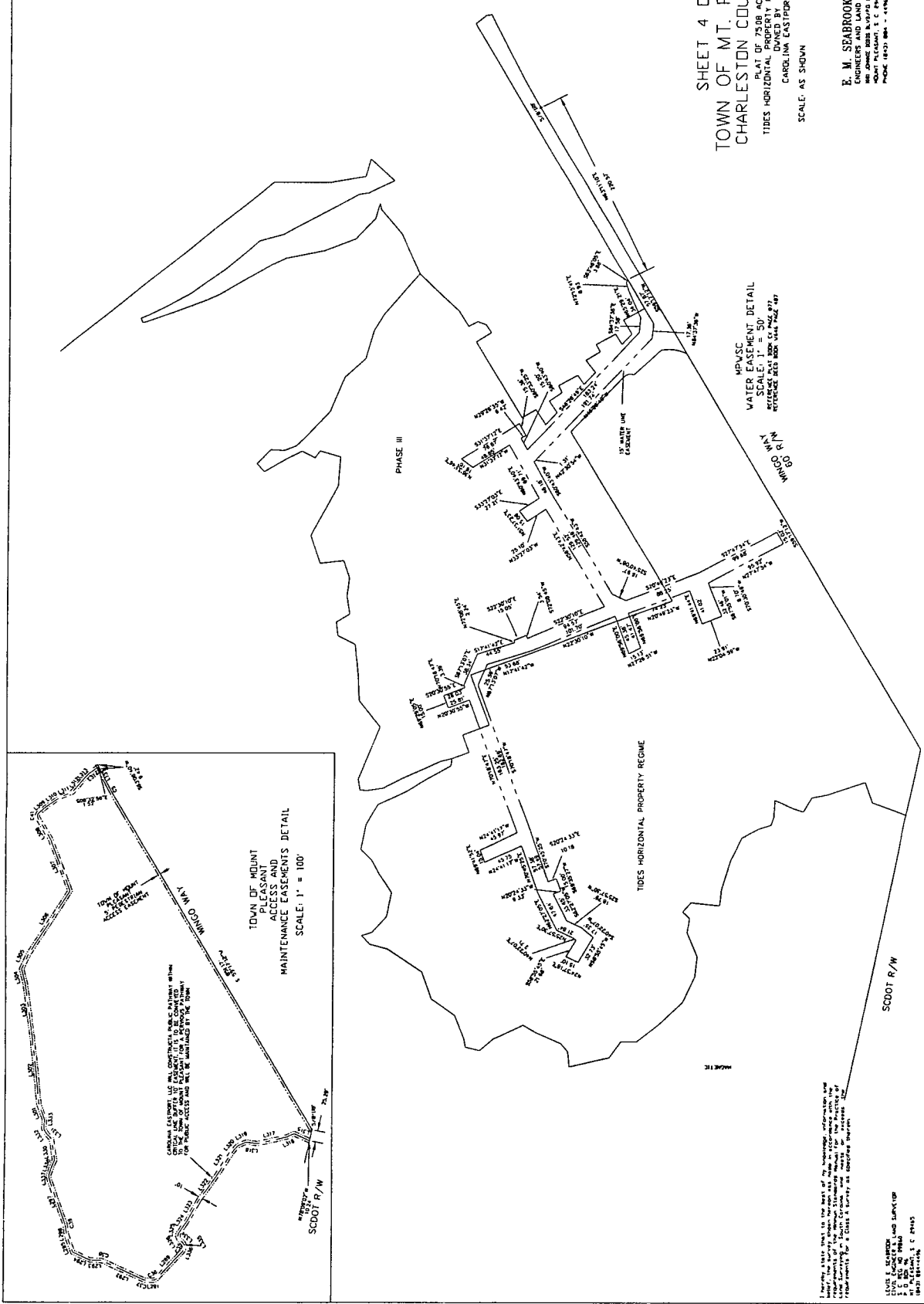
LEWIS E. SEABROOK, JR. and COMPANY  
1000 W. BROADWAY, SUITE 200  
MOUNTAIN VIEW, S. C. 29540  
PHONE (803) 884-4444



B/E 651PG433

SHEET 4 OF 5  
 TOWN OF MT. PLEASANT  
 CHARLESTON COUNTY, S. C.  
 TIDES HORIZONTAL PROPERTY REGIME  
 PLAT OF 75.08 ACRES  
 DIVIDED INTO 100 LOTS  
 DONATED BY  
 CAROLINA EASTPORT, LLC  
 SCALE: AS SHOWN  
 JANUARY 14, 2008

E. M. SEABROOK, JR., INC.  
 ENGINEERS AND LAND SURVEYORS  
 1000 W. BROADWAY  
 SUITE 1000  
 CHARLESTON, S. C. 29403  
 PHONE: (803) 799-1474



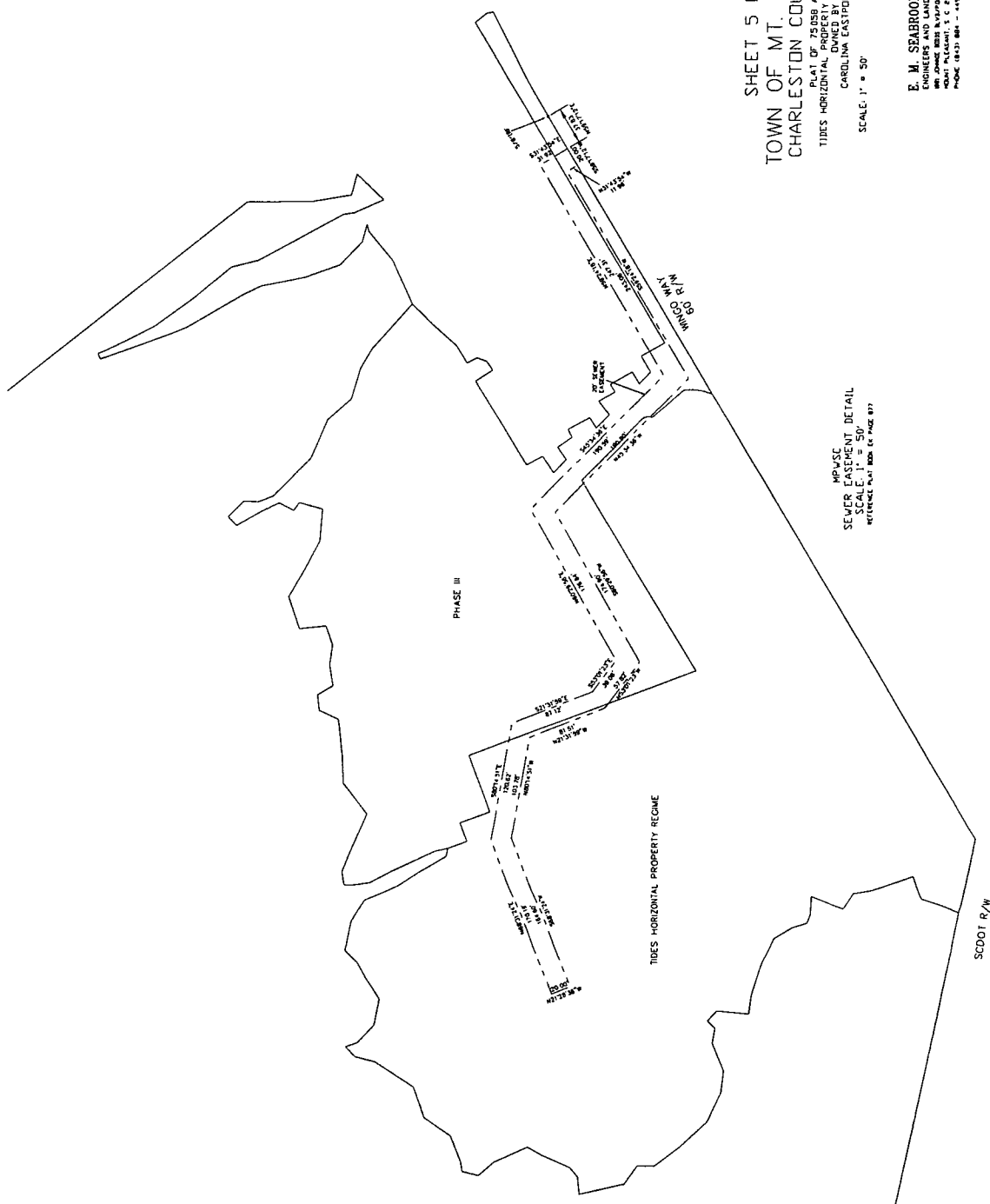
I hereby certify that to the best of my knowledge, information and belief, the foregoing is a true and correct copy of the original plat of the Town of Mt. Pleasant, S.C., as shown on the attached sheets, and that the same conform to the requirements of the South Carolina Code of Laws, Title 26, Chapter 1, Section 26-1-10, and that the same are in accordance with the provisions of the South Carolina Code of Laws, Title 26, Chapter 1, Section 26-1-10.

LOUIS E. SEABROOK  
 LAND SURVEYOR  
 S. C. REG. NO. 10843  
 1000 W. BROADWAY  
 SUITE 1000  
 CHARLESTON, S. C. 29403  
 (803) 799-1474

SHEET 5 OF 5  
TOWN OF MT. PLEASANT  
CHARLESTON COUNTY, S. C.  
TIDES HORIZONTAL PROPERTY REGIME PHASE III  
PLAT OF 75.058 ACRES.  
CAROLINA EASTPERT, LLC  
SCALE: 1" = 50' JANUARY 14, 2008

E. M. SPARROCK, JR. INC.  
ENGINEERS AND LAND SURVEYORS  
100 JAMES EARL RAYBLVD. SW  
ANN ARBOR MI 48106  
PHONE: (313) 884-1400

SEWER IMPROVEMENT DETAIL  
SCALE: 1" = 50'  
REFERENCE PLAT MOD. IS PAGE 872



I hereby certify that to the best of my knowledge, information and belief, I am a duly Licensed Professional Engineer and a duly Licensed Professional Land Surveyor in the State of South Carolina, and that I am duly qualified to perform the services herein provided for, and that I am duly qualified to perform the services herein provided for, and that I am duly qualified to perform the services herein provided for.

LEWIS E. SPARROCK, JR.  
REGISTERED PROFESSIONAL ENGINEER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF SOUTH CAROLINA  
LICENSE NO. 10000  
E. M. SPARROCK, JR. INC.

**Exhibit "C"**

[Building 3 Plans w/ Architect's Certification &  
Amenity Building Plans w/ Architect's Certification]

*(see attached hereto and incorporated herein by reference)*

Those certain Plans entitled:

"Schedule of Drawings/Tides Condo Building #03 - Tides Horizontal Property Regime, Mt. Pleasant, SC" prepared by Fishero, McGuire, Krueger Architects, PA, certified to by Mark A. Fishero, SC Licensed Architect No. 04395, dated January 21, 2008; and

"Schedule of Drawings/Tides Amenity Building - Tides Horizontal Property Regime, Mt. Pleasant, SC" prepared by Fishero, McGuire, Krueger Architects, PA, certified to by Mark A. Fishero, SC Licensed Architect No. 04395, dated January 21, 2008.

STATE OF SOUTH CAROLINA  
 COUNTY OF CHARLESTON  
 CERTIFICATION

MARK FISHERO, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT HE IS A LICENSED SOUTH CAROLINA ARCHITECT. THAT AS SUCH HE IS PROPERLY AUTHORIZED TO MAKE THIS VERIFICATION. THAT HE HAS READ THE FOREGOING CERTIFICATION AND KNOWS THE CONTENTS THEREOF. THAT THE SAME ARE TRUE OF HIS KNOWLEDGE EXCEPT AS TO THOSE MATTERS AND THINGS THEREIN STATED UPON INFORMATION AND BELIEF, AND AS TO THOSE MATTERS AND THINGS, HE BELIEVES THEM TO BE TRUE.

SWORN AND SUBSCRIBED BEFORE ME THIS 21<sup>ST</sup> DAY OF July, 2008.

EVA R LANCASTER  
 Notary Public  
 Mecklenburg County  
 State of North Carolina  
 My Commission Expires Aug 11, 2012

*Eva R Lancaster*  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES August 11, 2012

STATE OF SOUTH CAROLINA  
 COUNTY OF CHARLESTON  
 CERTIFICATION

MARK FISHERO, AN ARCHITECT LICENSED TO PRACTICE UNDER THE PROVISIONS OF TITLE 40, CHAPTER 3 OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, BEING FIRST DULY SWORN THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008, CERTIFIES THAT THESE FLOOR PLANS OF THE PROPOSED BUILDINGS AND IMPROVEMENTS CONTAIN ALL OF THE INFORMATION REQUIRED BY SECTION 27-31-110, SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, AND SHOW GRAPHICALLY THE DIMENSIONS, AREA AND LOCATION OF EACH UNIT OF TIDES HORIZONTAL PROPERTY REGIME, TOGETHER WITH THE DIMENSIONS, AREA AND LOCATION OF COMMON ELEMENTS AFFORDING ACCESS TO EACH UNIT, AS WELL AS OTHER COMMON ELEMENTS, BOTH LIMITED AND GENERAL, WHICH COMPRISE TIDES HORIZONTAL PROPERTY REGIME.

STATE OF SOUTH CAROLINA  
 REGISTERED ARCHITECT  
 Heather McGee Kueper  
 Charlotte, NC  
 092012

STATE OF SOUTH CAROLINA  
 REGISTERED ARCHITECT  
 Mark A. Fisherio  
 Charlotte, NC  
 04335

LICENSED ARCHITECT, LICENSE #04995

SCHEDULE OF DRAWINGS / TIDES CONDO BUILDING #03

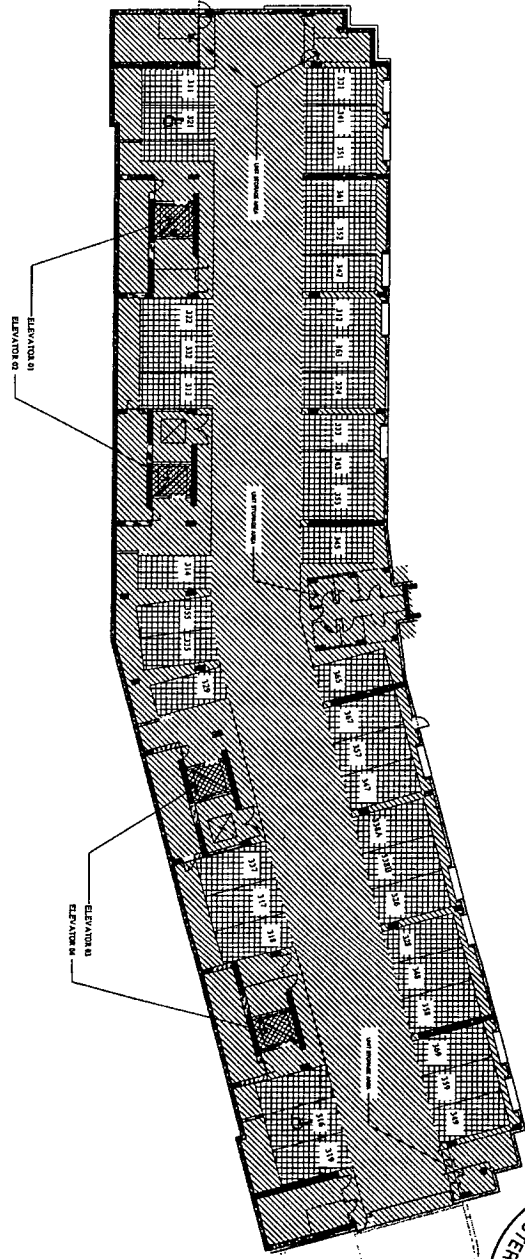
- 1 COVERSHEET
- 2 GABAGE BUILDING PLAN
- 3 LEVEL 1 BUILDING PLAN
- 4 LEVEL 2 BUILDING PLAN
- 5 LEVEL 3 BUILDING PLAN
- 6 LEVEL 4 BUILDING PLAN
- 7 LEVEL 5 BUILDING PLAN
- 8 LEVEL 6 BUILDING PLAN
- 9 ROOF LEVEL BUILDING PLAN
- 10 UNIT PLAN 312 (318) & UNIT PLAN 313 (317)
- 11 UNIT PLAN 314 & UNIT PLAN 316
- 12 UNIT PLAN 311 (319) & UNIT PLAN 324 (329)
- 13 UNIT PLAN 322 (328, 332, 342, 348, 352, 358)
- 14 UNIT PLAN 331 (341, 349, 351, 359) & UNIT PLAN 324 (328)
- 15 UNIT PLAN 335 (345, 355)
- 16 UNIT PLAN 338
- 17 UNIT PLAN 351 (359) & ROOF TERRACE
- 18 UNIT PLAN 353 & ROOF TERRACE
- 19 UNIT PLAN 355 & ROOF TERRACE
- 20 PARTIAL MARSHRIVER ELEVATION
- 21 SIDE ELEVATIONS
- 22 PARTIAL ENTRY ELEVATION



Small text at the bottom left corner, likely a reference or note.

1. UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE UNIT AREA SCHEDULE SET FORTH IN THE UNIT AREA SCHEDULE ATTACHED TO THIS PLAN.  
 2. THE UNIT AREA SCHEDULE IS A PART OF THIS PLAN.  
 3. THE UNIT AREA SCHEDULE IS SUBJECT TO THE APPROVAL OF THE ARCHITECT.  
 4. THE UNIT AREA SCHEDULE IS SUBJECT TO THE APPROVAL OF THE BOARD OF APPOINTMENT.  
 5. THE UNIT AREA SCHEDULE IS SUBJECT TO THE APPROVAL OF THE BOARD OF APPOINTMENT.  
 6. THE UNIT AREA SCHEDULE IS SUBJECT TO THE APPROVAL OF THE BOARD OF APPOINTMENT.  
 7. THE UNIT AREA SCHEDULE IS SUBJECT TO THE APPROVAL OF THE BOARD OF APPOINTMENT.  
 8. THE UNIT AREA SCHEDULE IS SUBJECT TO THE APPROVAL OF THE BOARD OF APPOINTMENT.  
 9. THE UNIT AREA SCHEDULE IS SUBJECT TO THE APPROVAL OF THE BOARD OF APPOINTMENT.  
 10. THE UNIT AREA SCHEDULE IS SUBJECT TO THE APPROVAL OF THE BOARD OF APPOINTMENT.

BUILDING 3 GARAGE BUILDING PLAN  
 SCALE: 3/8" = 1'-0"

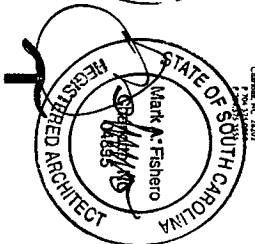
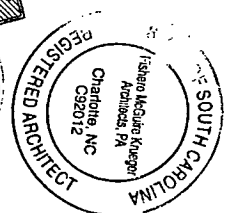


[Hatched Pattern]	UNIT AREAS
[Hatched Pattern]	LIMITED COMMON ELEMENTS
[Hatched Pattern]	SHARED LIMITED COMMON ELEMENTS (INCLUDES ALL 39 UNITS IN BUILDING THREE)
[Hatched Pattern]	SHARED LIMITED COMMON ELEMENTS (INCLUDES 39 BUT > 1 UNIT IN BUILDING THREE)
[Hatched Pattern]	GENERAL COMMON ELEMENTS

21 JANUARY 2018  
 CONDOMINIUM  
 DOCUMENTS

TIDES HORIZONTAL  
 PROPERTY REGIME  
 MT. PLEASANT, SC

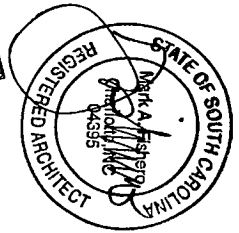
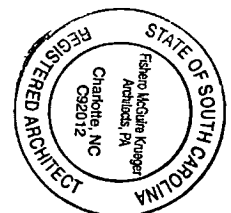
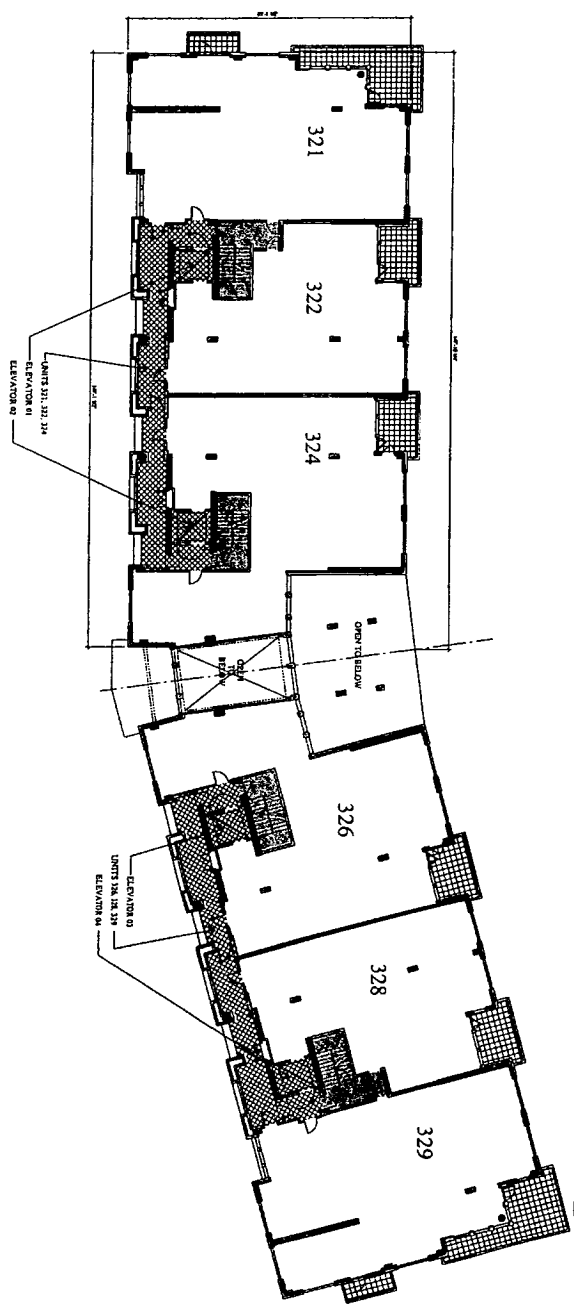
tides  
 ARCHITECTURE





NOT TO SCALE  
 THIS PLAN IS A REPRESENTATION OF THE PROPOSED DESIGN AND IS NOT A CONTRACT DOCUMENT.  
 ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.  
 ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.  
 THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY THE OWNER OR ANY OTHER PARTY.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT OR FOR THE QUALITY OF THE WORKMANSHIP.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF THE PROJECT OR FOR THE SAFETY OF THE OCCUPANTS.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY STRUCTURAL OR MECHANICAL SYSTEMS.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY ELECTRICAL OR PLUMBING SYSTEMS.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY LANDSCAPE OR EXTERIOR ARCHITECTURE.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY INTERIOR FINISHES OR FURNITURE.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY SPECIALTY CONTRACTOR WORK.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY ART OR SCULPTURE.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY SIGNAGE OR MARKETING MATERIALS.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY SOFTWARE OR HARDWARE.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY DATA CENTER OR SERVER ROOMS.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY SECURITY SYSTEMS.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY ACCESSIBILITY FEATURES.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY ENERGY EFFICIENCY MEASURES.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY SUSTAINABILITY FEATURES.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY WELLNESS FEATURES.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY WELLNESS FEATURES.  
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF ANY WELLNESS FEATURES.

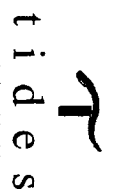
BUILDING 3 LEVEL 2 BUILDING PLAN  
 Sheet 322 of 17



320 West Third Street  
 Suite 400  
 Charlotte, NC 28202  
 P 704.375.3555  
 F 704.375.3555



TIDES HORIZONTAL  
 PROPERTY REGIME  
 MT. PLEASANT, SC



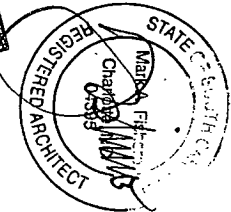
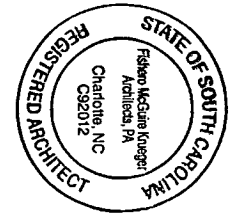
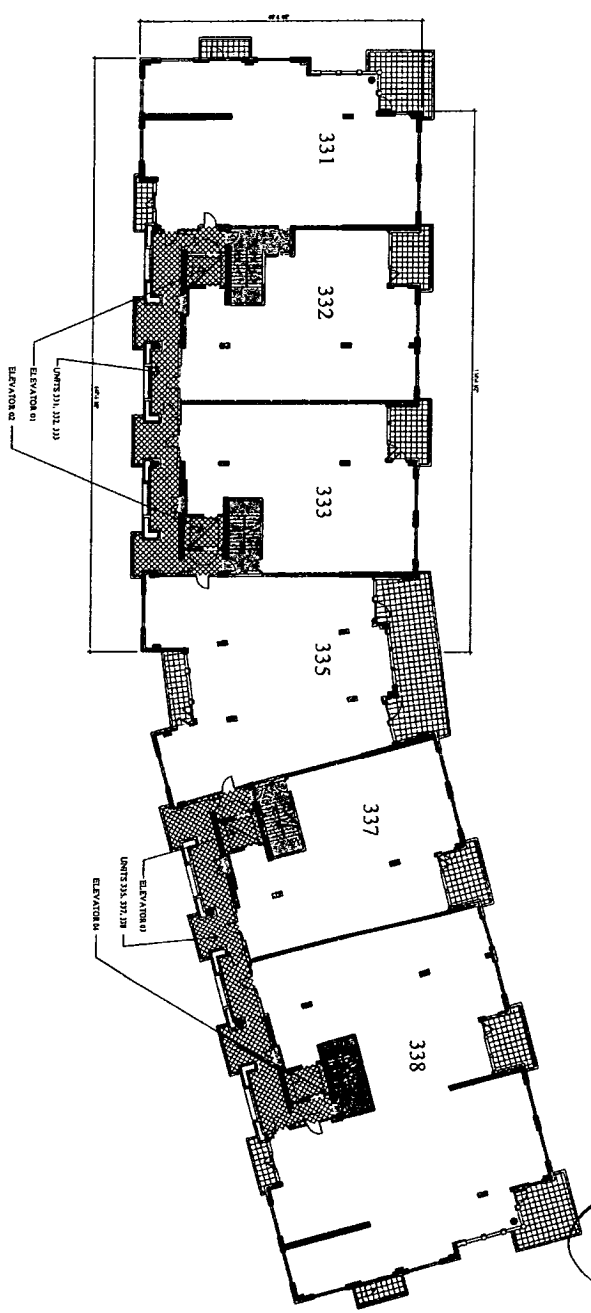
[ ]	UNIT AREAS
[ ]	LIMITED COMMON ELEMENTS
[ ]	SHARED LIMITED COMMON ELEMENTS
[ ]	SHARED LIMITED COMMON ELEMENTS IN BUILDING THREE BUT > 1 UNIT IN BUILDING THREE
[ ]	SHARED LIMITED COMMON ELEMENTS IN BUILDING THREE BUT > 1 UNIT IN BUILDING THREE
[ ]	GENERAL COMMON ELEMENTS

BUILDING 3  
 LEVEL 2  
 BUILDING PLAN

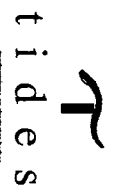
21 JANUARY 2009  
 CONDOMINIUM  
 DOCUMENTS

NOT TO SCALE  
 DIMENSIONS ARE APPROXIMATE  
 THIS PLAN IS A REPRESENTATION OF THE PROPERTY AND IS NOT A CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION.  
 ALL RIGHTS RESERVED.

BUILDING 3 LEVEL 3 BUILDING PLAN  
 SHEET 5 OF 22



**TIDES HORIZONTAL PROPERTY REGIME**  
 MT. PLEASANT, SC



	UNIT AREAS
	LIMITED COMMON ELEMENTS
	SHARED LIMITED COMMON ELEMENTS (INCLUDES ALL 39 UNITS IN BUILDING THREE)
	SHARED LIMITED COMMON ELEMENTS (INCLUDES <39 UNITS > 1 UNIT IN BUILDING THREE)
	GENERAL COMMON ELEMENTS

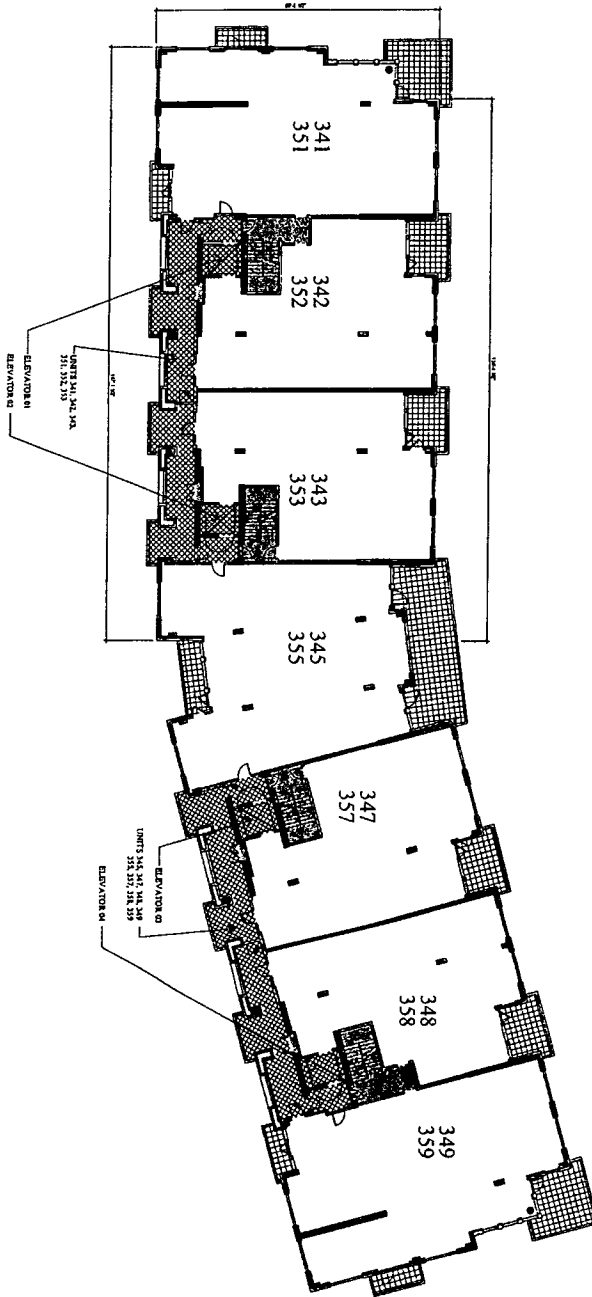
BUILDING 3  
 BUILDING PLAN

31 JANUARY 2024  
 CONDOMINIUM  
 DOCUMENTS

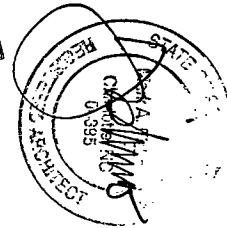
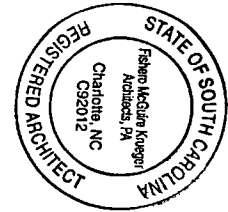


1. UNITS ARE SHOWN IN BOLD  
 2. SHARED COMMON ELEMENTS ARE SHOWN WITH HATCHING  
 3. GENERAL COMMON ELEMENTS ARE SHOWN WITH DOTTING  
 4. UNITS ARE SHOWN IN BOLD  
 5. SHARED COMMON ELEMENTS ARE SHOWN WITH HATCHING  
 6. GENERAL COMMON ELEMENTS ARE SHOWN WITH DOTTING

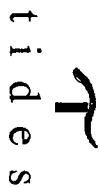
BUILDING 3, LEVELS 4 & 5 BUILDING PLAN  
Scale: 1/8" = 1'-0"



	UNIT AREAS
	UNITED COMMON ELEMENTS
	SHARED LIMITED COMMON ELEMENTS (INCLUDES ALL 39 UNITS IN BUILDING THREE)
	SHARED LIMITED COMMON ELEMENTS (INCLUDES 28 UNITS IN BUILDING THREE)
	GENERAL COMMON ELEMENTS



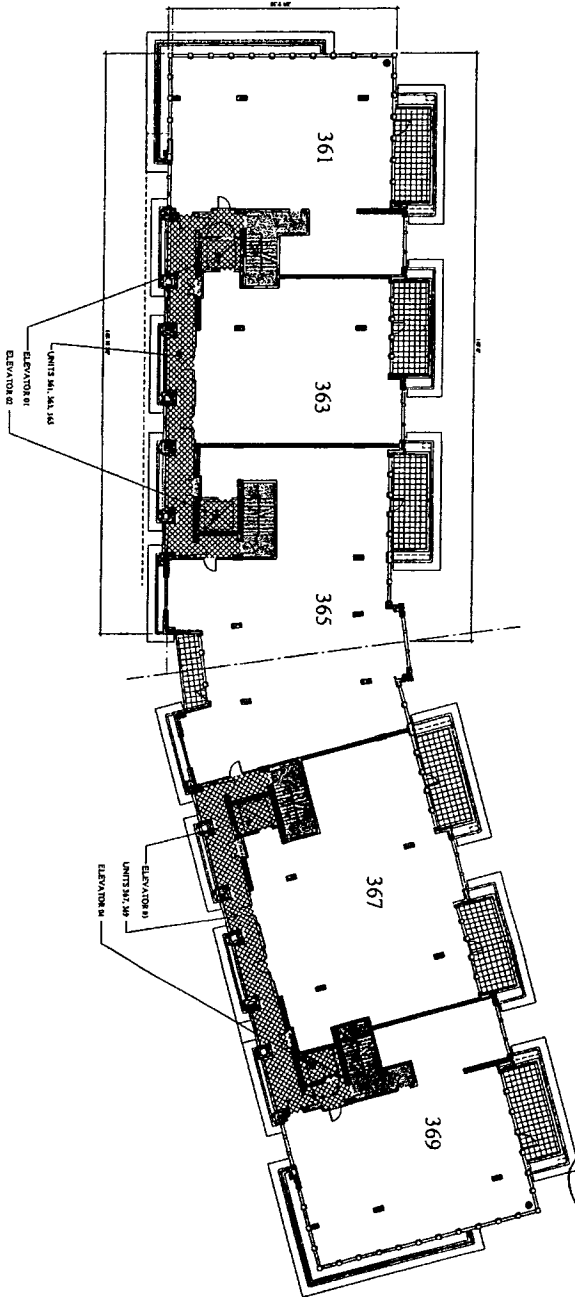
120 Main Street  
 Charlotte, NC 28202  
 P: 704.371.4500  
 F: 704.371.4500



**TIDES HORIZONTAL  
 PROPERTY REGIME**  
 MT. PLEASANT, SC

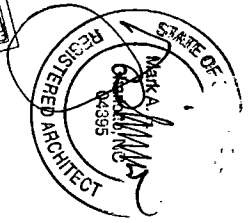
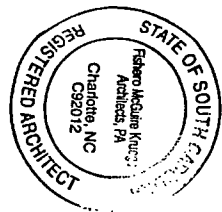
31 JANUARY 2008  
 BUILDING AND  
 OCCUPANCY  
 DOCUMENTS

BUILDING 3 BUILDING PLAN

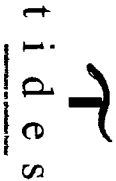


BUILDING 3, LEVEL 6 BUILDING PLAN  
Scale: 3/32" = 1'-0"

[Symbol]	UNIT AREAS
[Symbol]	LIMITED COMMON ELEMENTS
[Symbol]	SHARED LIMITED COMMON ELEMENTS (INCLUDES ALL 39 UNITS IN BUILDING THREE)
[Symbol]	SHARED LIMITED COMMON ELEMENTS (INCLUDES 43 UNITS IN BUILDING THREE)
[Symbol]	GENERAL COMMON ELEMENTS



TIDES HORIZONTAL  
PROPERTY REGIME  
MT. PLEASANT, SC

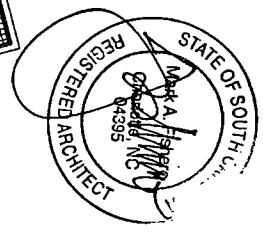
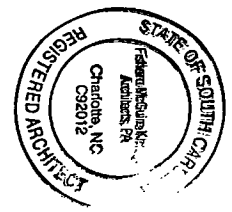
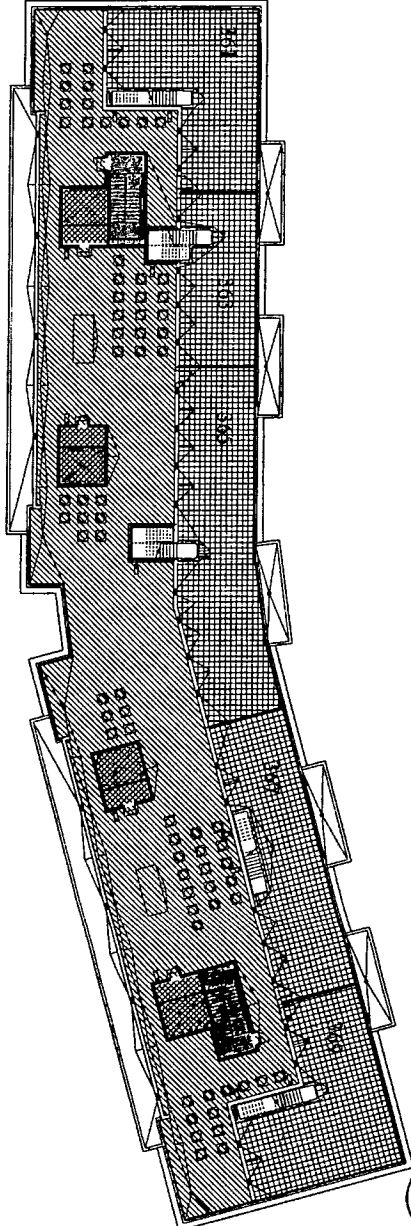


21 JANUARY 2008  
BUILDING AND  
DOCUMENTS

BUILDING 3  
LEVEL 6  
BUILDING PLAN

1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.

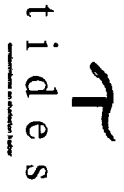
BUILDING 3, ROOF PLAN  
 SCALE: 1/8" = 1'-0"

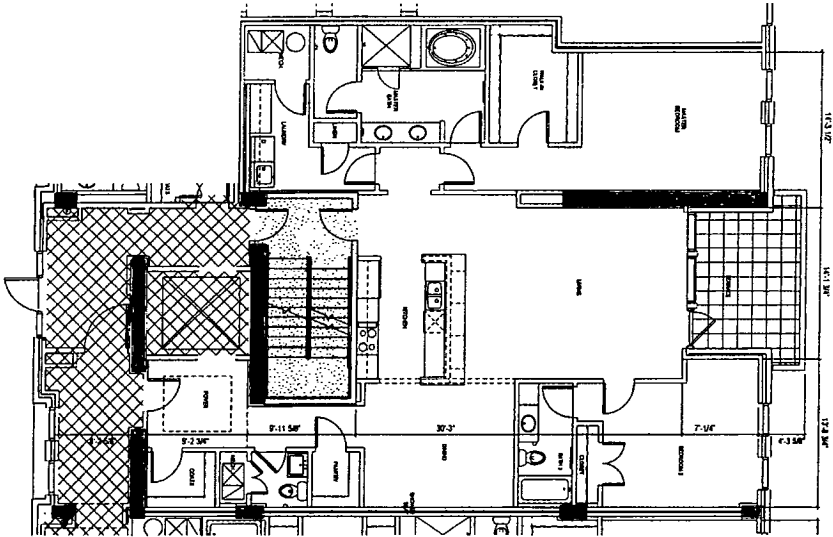


	UNIT AREAS
	UNITED COMMON ELEMENTS
	SHARED UNITED COMMON ELEMENTS (INCLUDES ALL 39 UNITS IN BUILDING THREE)
	SHARED UNITED COMMON ELEMENTS (INCLUDES ALL 39 UNITS IN BUILDING THREE)
	GENERAL COMMON ELEMENTS

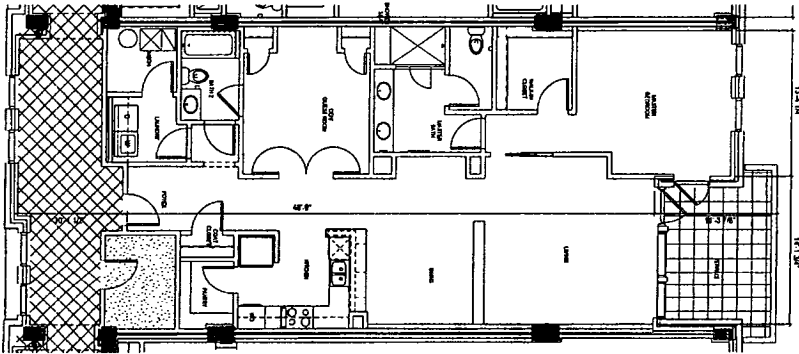
21 JANUARY 2008  
 BUILDING AND  
 OCCUPANTS

**TIDES HORIZONTAL  
 PROPERTY REGIME**  
 MT. PLEASANT, SC





BUILDING 3 UNIT PLAN 312 (Q1B)  
 Scale: 1/8" = 1'-0"  
 1885 sq. ft. Unit Area  
 132 sq. ft. Limited Common Area Terrace  
 2017 sq. ft. Total



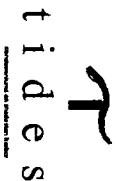
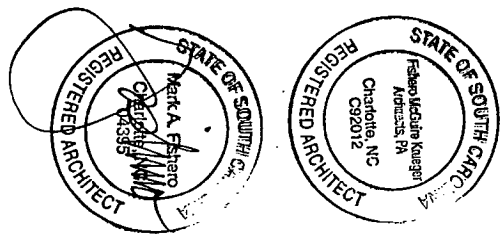
BUILDING 3 UNIT PLAN 313 (Q17)  
 Scale: 1/8" = 1'-0"  
 1435 sq. ft. Unit Area  
 132 sq. ft. Limited Common Area Terrace  
 1567 sq. ft. Total

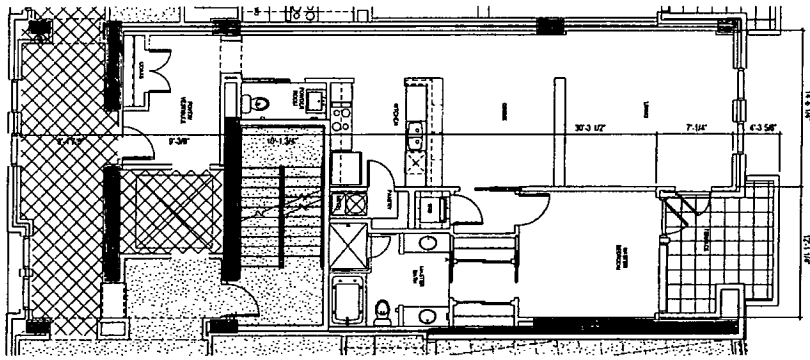
	UNIT AREAS
	LIMITED COMMON ELEMENTS
	SHARED LIMITED COMMON ELEMENTS IN BUILDING THREE
	SHARED LIMITED COMMON ELEMENTS IN BUILDING THREE BUT > 1 UNIT IN BUILDING THREE
	GENERAL COMMON ELEMENTS

BUILDING 3  
 UNIT PLAN 313 (Q17)  
 CONDOMINIUM  
 DOCUMENTS

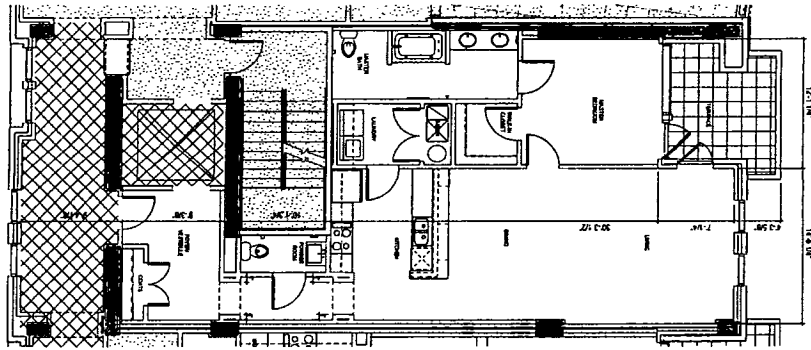
# TIDES HORIZONTAL PROPERTY REGIME

MT. PLEASANT, SC



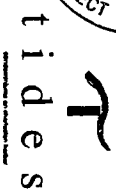
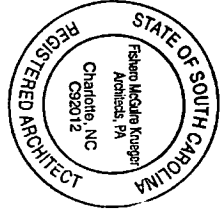
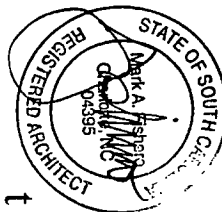


BUILDING 3 UNIT PLAN 314  
Scale: 1/8" = 1'-0"  
1109 sq. ft. Unit Area  
99 sq. ft. Limited Common Area Terrace  
1208 sq. ft. Total



BUILDING 3 UNIT PLAN 316  
Scale: 1/8" = 1'-0"  
1109 sq. ft. Unit Area  
99 sq. ft. Limited Common Area Terrace  
1208 sq. ft. Total

- UNIT AREAS
- LIMITED COMMON ELEMENTS
- SHARED LIMITED COMMON ELEMENTS (INCLUDES ALL 19 UNITS IN BUILDING THREE)
- SHARED LIMITED COMMON ELEMENTS (INCLUDES 49R BUT NOT UNIT IN BUILDING THREE)
- GENERAL COMMON ELEMENTS



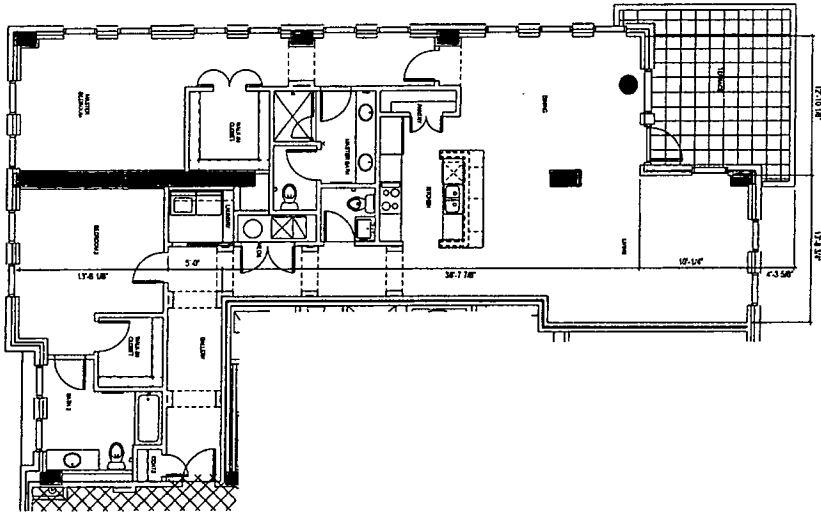
TIDES HORIZONTAL  
PROPERTY REGIME  
MT. PLEASANT, SC

11 JANUARY 2006  
BUILDING 3  
UNIT PLAN 314  
CONSENT

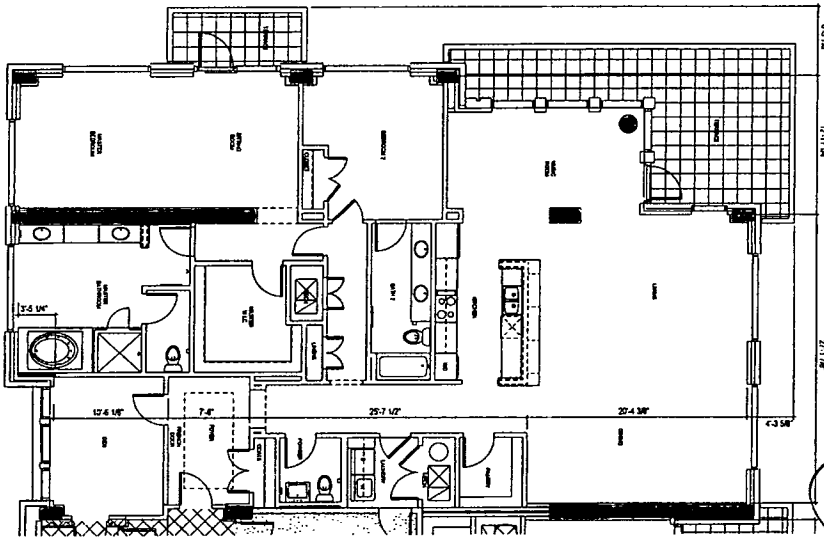
BUILDING 3  
UNIT PLAN 314

Scale: 1/8" = 1'-0"

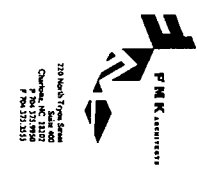
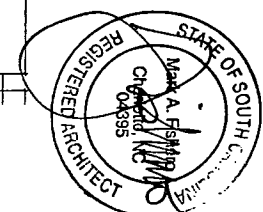
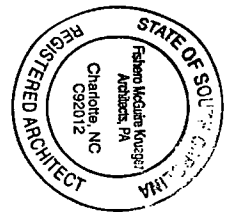
BUILDING 3 UNIT PLAN 311 (319)  
 1824 sq.ft. Unit Area  
 191 sq.ft. Limited Common Area Terrace  
 2015 sq.ft. Total



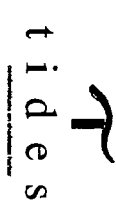
BUILDING 3 UNIT PLAN 321 (328)  
 2495 sq.ft. Unit Area  
 328 sq.ft. Limited Common Area Terrace  
 2823 sq.ft. Total



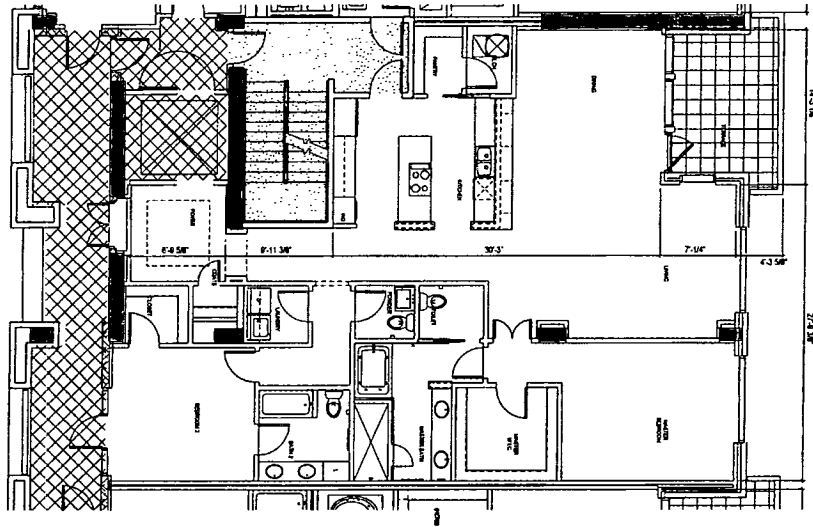
[Symbol]	UNIT AREAS
[Symbol]	LIMITED COMMON ELEMENTS
[Symbol]	SHARED LIMITED COMMON ELEMENTS (INCLUDES ALL 30 UNITS IN BUILDING THREE)
[Symbol]	SHARED LIMITED COMMON ELEMENTS (BUT > 1 UNIT IN BUILDING THREE)
[Symbol]	GENERAL COMMON ELEMENTS



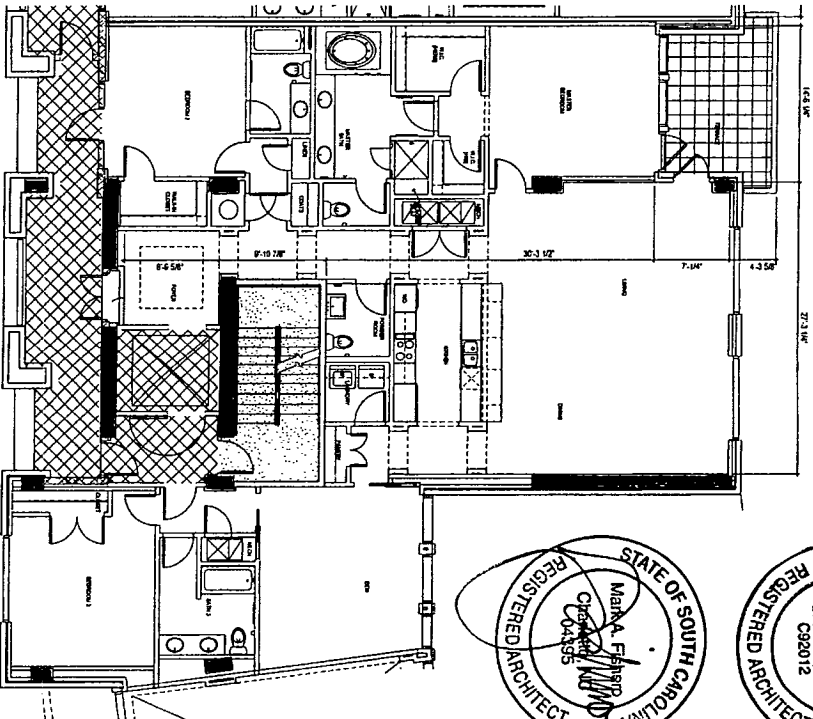
TIDES HORIZONTAL PROPERTY REGIME  
 MT. PLEASANT, SC



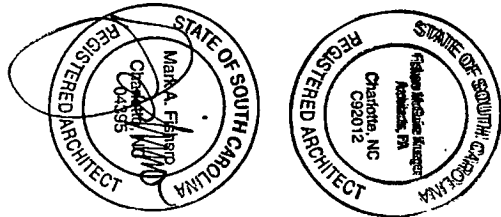
21 JANUARY 2008  
 BUILDING 3  
 DOCUMENTS



BUILDING 3 UNIT PLAN 322 (228, 332, 342, 348, 352, 358)  
 1920 sq. ft. Unit Area  
 132 sq. ft. Limited Common Area Terrace  
 2052 sq. ft. Total



BUILDING 3 UNIT PLAN 324 (278)  
 2597 sq. ft. Unit Area  
 132 sq. ft. Limited Common Area Terrace  
 2729 sq. ft. Total



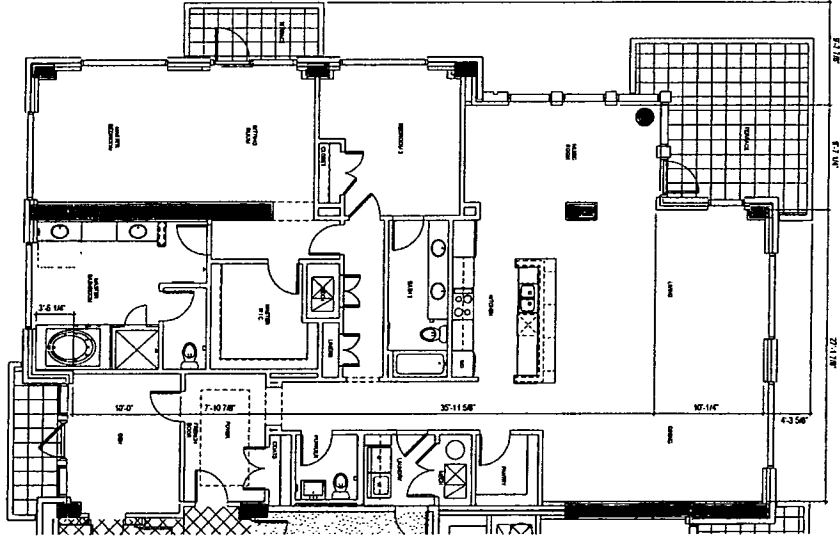
[Symbol]	UNIT AREAS
[Symbol]	LIMITED COMMON ELEMENTS
[Symbol]	SHARED LIMITED COMMON ELEMENTS
[Symbol]	UNITS IN BUILDING THREE
[Symbol]	SPARED LIMITED COMMON BUT > 1 UNIT IN BUILDING THREE
[Symbol]	GENERAL COMMON ELEMENTS

TIDES HORIZONTAL  
 PROPERTY REGIME  
 MT. PLEASANT, SC

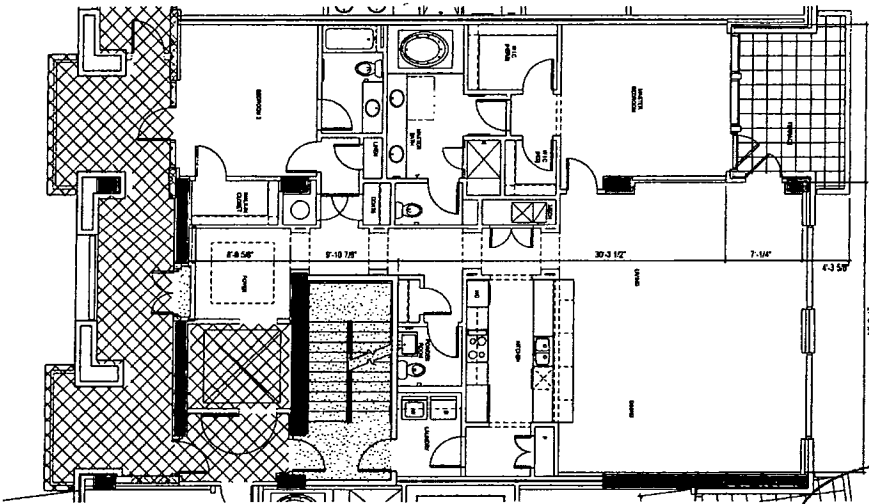


21 JANUARY 2008  
 22 CONDOMINIUM  
 DOCUMENTS

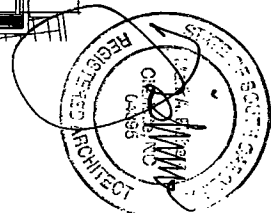
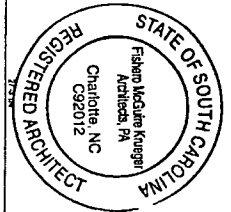
BUILDING 3  
 UNIT PLAN 322  
 UNIT PLAN 324  
 UNIT PLAN 328 (136)



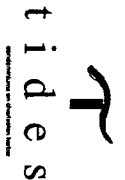
BUILDING 3 UNIT PLAN 331 (341, 349, 351, 359)  
 Scale: 1/8" = 1'-0"  
 2495 sq. ft. Unit Area  
 308 sq. ft. Limited Common Area Terrace  
 2803 sq. ft. Total



BUILDING 3 UNIT PLAN 337 (343, 347, 353, 357)  
 Scale: 1/8" = 1'-0"  
 1970 sq. ft. Unit Area  
 132 sq. ft. Limited Common Area Terrace  
 2102 sq. ft. Total



**TIDES HORIZONTAL  
 PROPERTY REGIME**  
 MT. PLEASANT, SC



	UNIT AREAS
	LIMITED COMMON ELEMENTS
	SHARED LIMITED COMMON ELEMENTS IN BUILDING THREE
	SHARED LIMITED COMMON ELEMENTS IN BUILDING THREE
	BUT > 1 UNIT IN BUILDING THREE
	GENERAL COMMON ELEMENTS

21 JANUARY 2008  
 CONDOMINIUM  
 DOCUMENTS

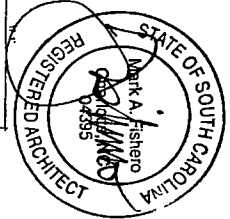
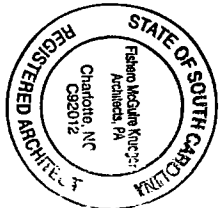
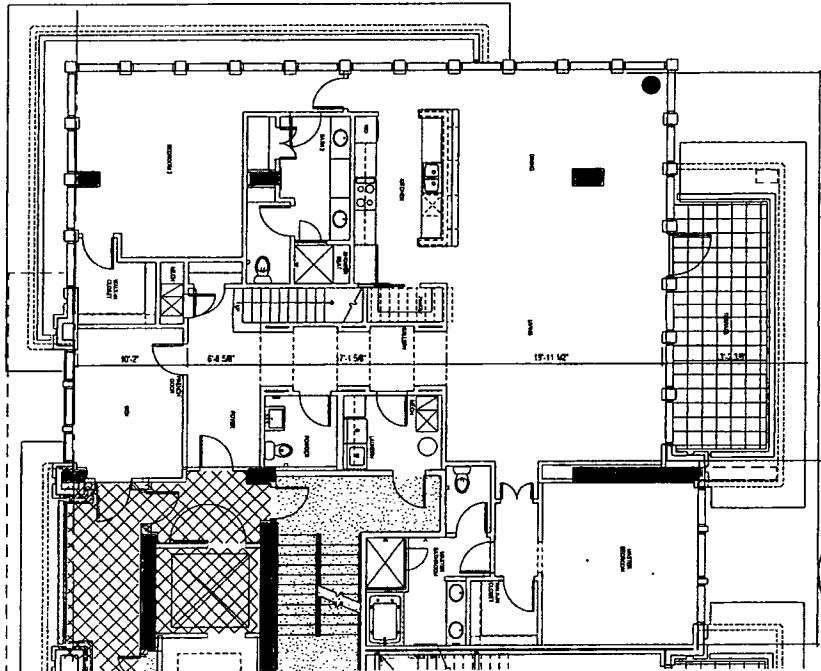
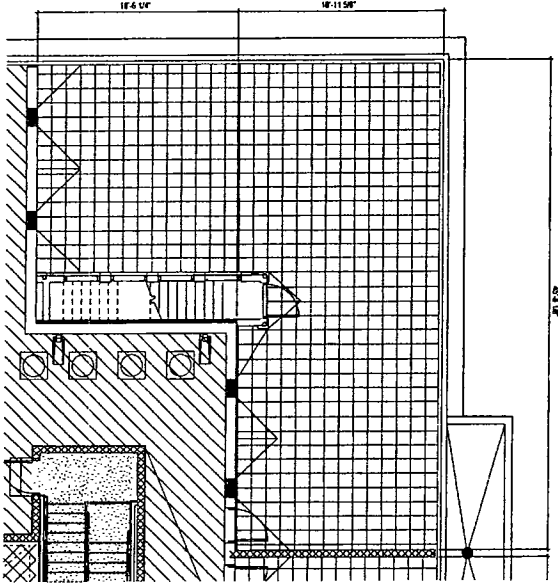






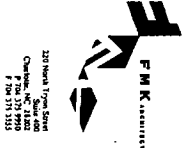
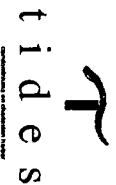
Notes:  
 1. SEE SHEET 3 FOR UNIT PLAN & PRIVATE ROOF TERRACE.  
 2. SEE SHEET 4 FOR UNIT PLAN & PRIVATE ROOF TERRACE.  
 3. SEE SHEET 5 FOR UNIT PLAN & PRIVATE ROOF TERRACE.  
 4. SEE SHEET 6 FOR UNIT PLAN & PRIVATE ROOF TERRACE.  
 5. SEE SHEET 7 FOR UNIT PLAN & PRIVATE ROOF TERRACE.  
 6. SEE SHEET 8 FOR UNIT PLAN & PRIVATE ROOF TERRACE.  
 7. SEE SHEET 9 FOR UNIT PLAN & PRIVATE ROOF TERRACE.  
 8. SEE SHEET 10 FOR UNIT PLAN & PRIVATE ROOF TERRACE.  
 9. SEE SHEET 11 FOR UNIT PLAN & PRIVATE ROOF TERRACE.  
 10. SEE SHEET 12 FOR UNIT PLAN & PRIVATE ROOF TERRACE.

BUILDING 3 UNIT PLAN & PRIVATE ROOF TERRACE 3811 (383)  
 Scale: 1/4" = 1'-0"  
 2472 sq. ft. Unit Area  
 1391 sq. ft. Limited Common Area Terrace  
 3863 sq. ft. Total



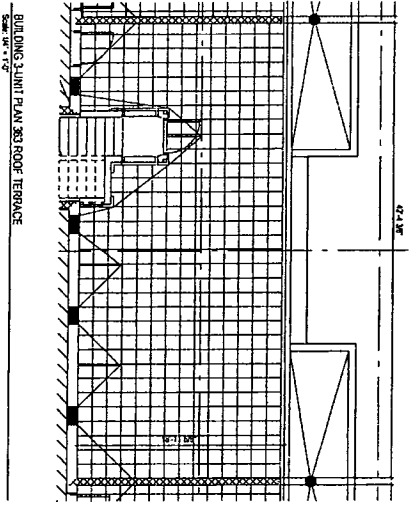
- UNIT AREAS
- SHARED LIMITED COMMON ELEMENTS (INCLUDES ALL 39 UNITS IN BUILDING THREE)
- SHARED LIMITED COMMON ELEMENTS (BUT > 1 UNIT IN BUILDING THREE)
- GENERAL COMMON ELEMENTS

**TIDES HORIZONTAL PROPERTY REGIME**  
 MT. PLEASANT, SC

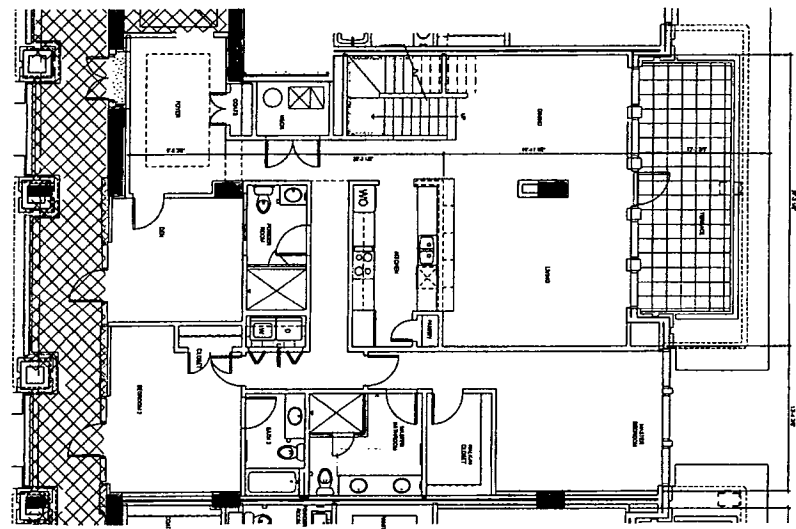


21 JANUARY 2008  
 BUILDING 3  
 UNIT PLAN 3811 (383)  
 DOCUMENTS

1977 sq. ft. Unit Area  
 935 sq. ft. Limited Common Area Terrace  
 2912 sq. ft. Total

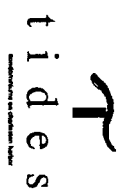
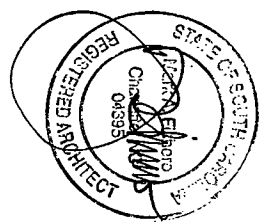
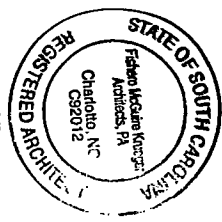


BUILDING 3 UNIT PLAN 303 ROOF TERRACE  
Scale: 1/8" = 1'-0"



BUILDING 3 UNIT PLAN 303  
Scale: 1/8" = 1'-0"

- UNIT AREAS
- LIMITED COMMON ELEMENTS
- SHARED LIMITED COMMON ELEMENTS (INCLUDES ALL 39 UNITS IN BUILDING THREE)
- LIMITED COMMON ELEMENTS (INCLUDES ALL 39 UNITS IN BUILDING THREE)
- GENERAL COMMON ELEMENTS

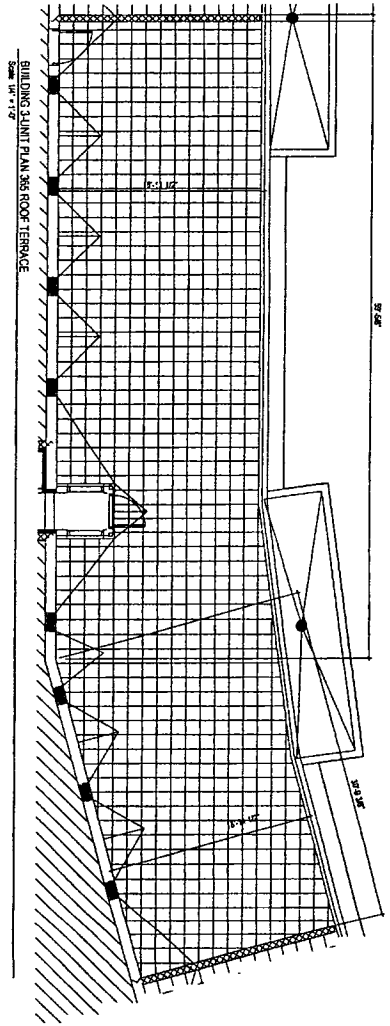
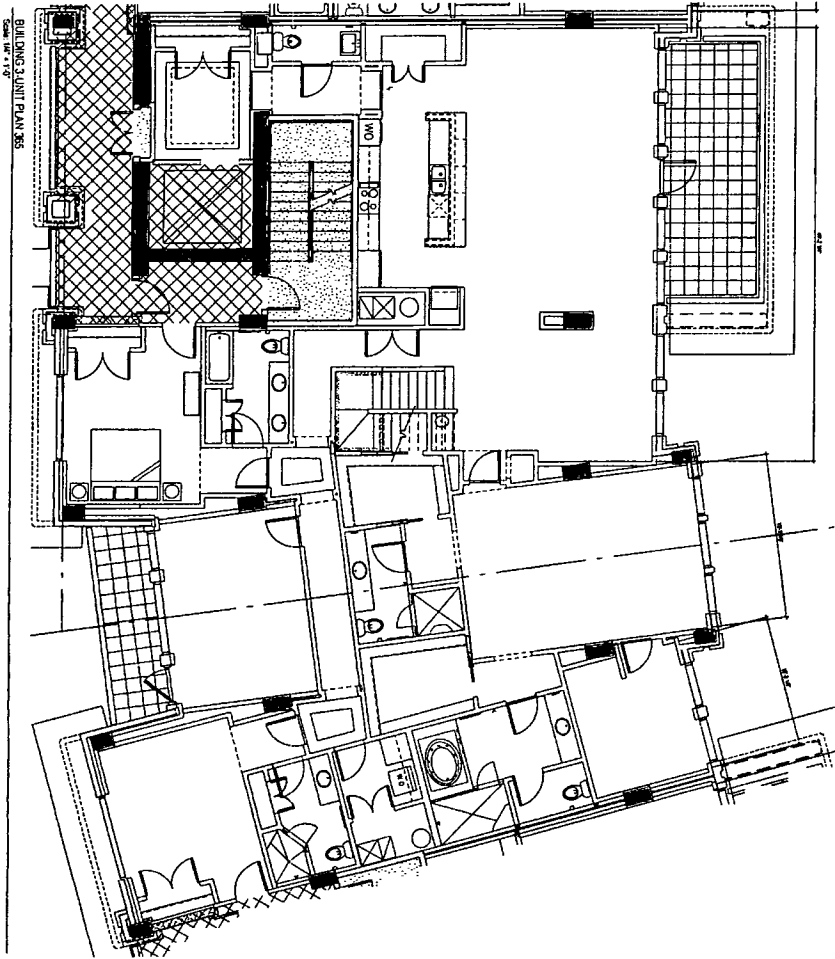


TIDES HORIZONTAL PROPERTY REGIME  
MT. PLEASANT, SC

21 JANUARY 2008  
BUILDING 303  
UNIT PLAN 303  
DOCUMENTS

BUILDING 3  
UNIT PLAN 303  
ROOF TERRACE

Owner:  
 Title:  
 Date:  
 Scale:  
 Project:  
 Drawing No.:



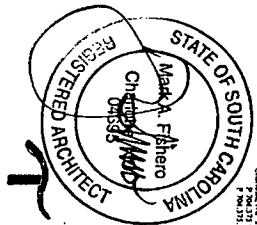
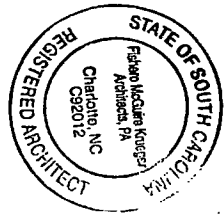
- UNIT AREAS
- SHARED COMMON ELEMENTS (INCLUDES ALL 30 UNITS IN BUILDING THREE)
- SHARED LIMITED COMMON ELEMENTS (INCLUDES ALL 30 UNITS IN BUILDING THREE)
- GENERAL COMMON ELEMENTS

3485 sq. ft. Unit Area  
 1907 sq. ft. Limited Common Area Terrace  
 5392 sq. ft. Total

21 JANUARY 2008  
 BUILDING AREA  
 DOCUMENTS

# TIDES HORIZONTAL PROPERTY REGIME

MT. PLEASANT, SC

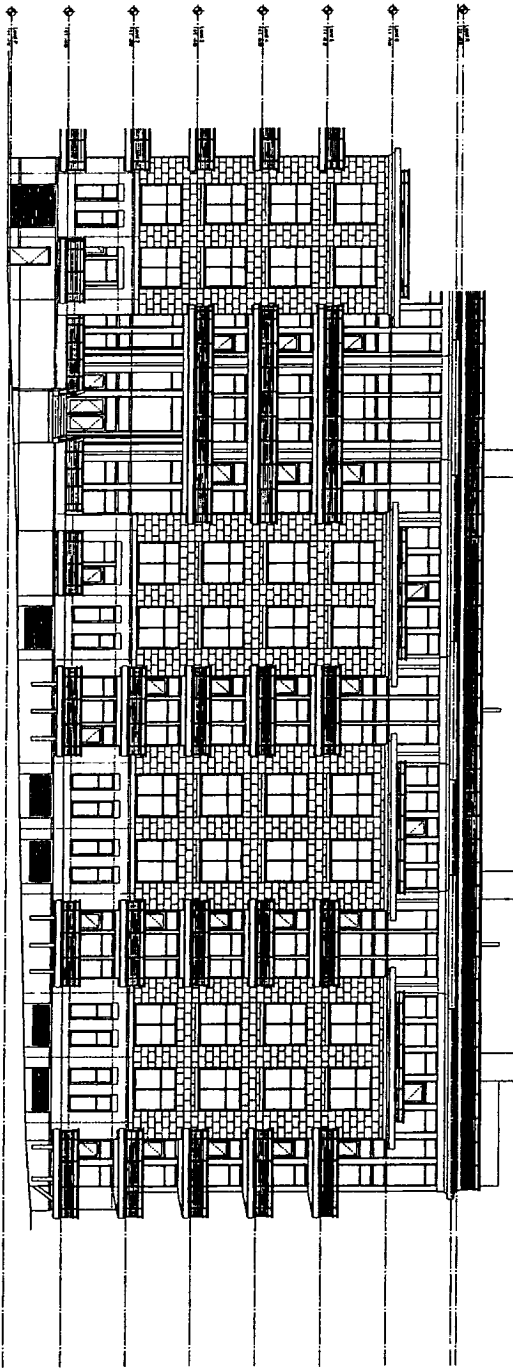


227 North Tryon Street  
 Charlotte, NC 28202  
 Phone: 704.375.1100  
 Fax: 704.375.1555

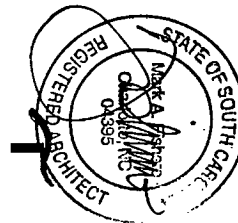
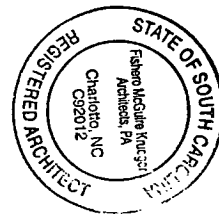


tides





BUILDING 3 PARTIAL MAJORITY / RIVER ELEVATION (OPPOSITE HAND ELEVATION SIMILAR)  
Scale: 1/8" = 1'-0"



# TIDES HORIZONTAL PROPERTY REGIME

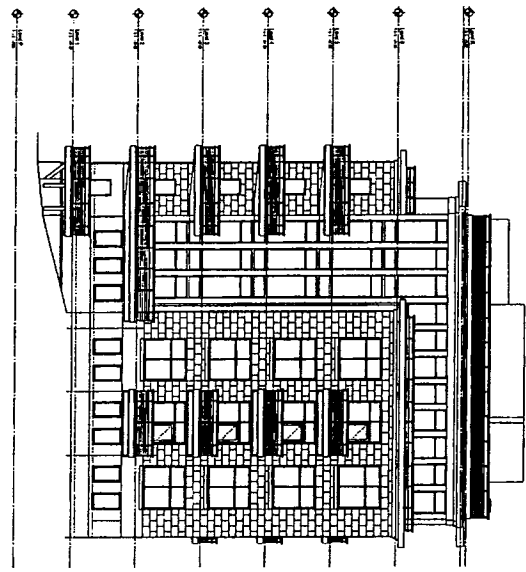
MT. PLEASANT, SC

1:10 SCALE  
BUILDING 3  
PARTIAL MAJORITY  
ELEVATION  
DOCUMENT 13

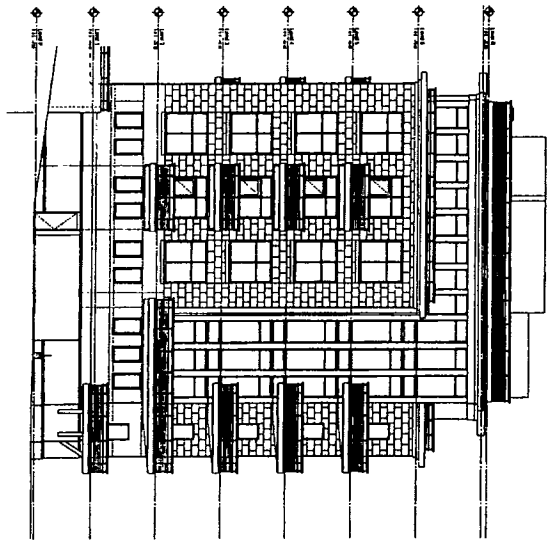
BUILDING 3  
PARTIAL MAJORITY  
ELEVATION

DATE: 11/11/11

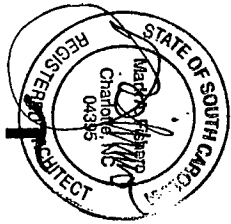
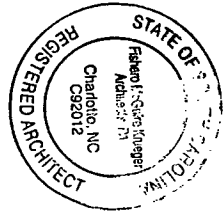
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SOUTH CAROLINA BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.  
 2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.  
 3. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 4. THE ARCHITECT SHALL PROVIDE ALL NECESSARY DETAILS AND SPECIFICATIONS.  
 5. THE ARCHITECT SHALL BE RESPONSIBLE FOR COORDINATING ALL TRADES.  
 6. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONTRACTS.  
 7. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.  
 8. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.  
 9. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.  
 10. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.



BUILDING 3, SIDE ELEVATION  
Scale: 1/4" = 1'-0"



BUILDING 3, SIDE ELEVATION @ GARAGE  
Scale: 1/4" = 1'-0"



220 North Tryon Street  
 Charlotte, NC 28205  
 Phone: 704.375.1133  
 Fax: 704.375.1133



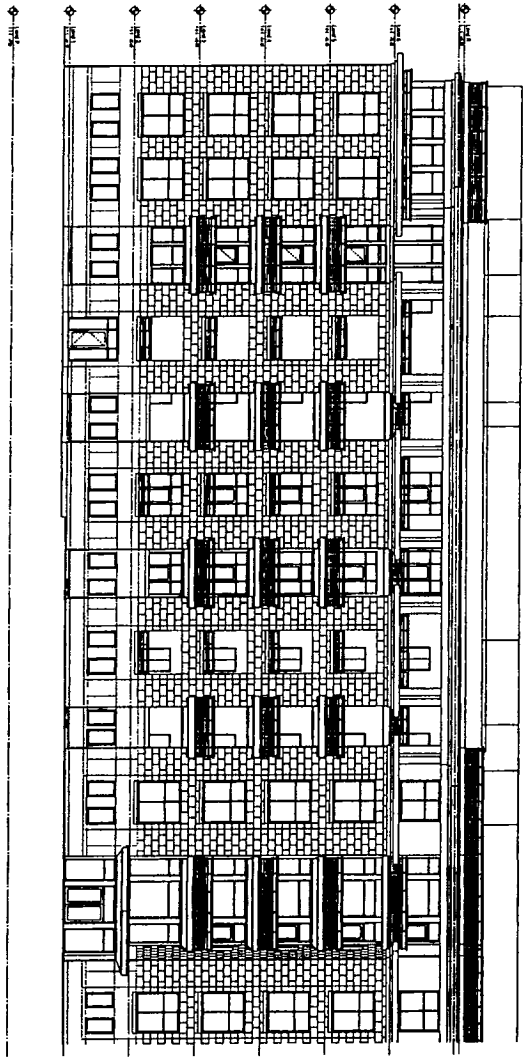
**TIDES HORIZONTAL  
 PROPERTY REGIME**  
 MT. PLEASANT, SC

21 JANUARY 2008  
 BUILDING AND  
 MECHANICAL  
 DOCUMENTS

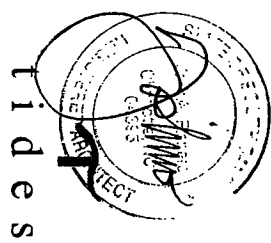
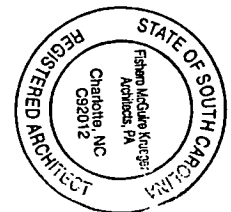
BUILDING 3  
SIDE ELEVATIONS



Vertical text on the left side of the page, likely a title or reference.



BUILDING #3 PARTIAL ENTRY ELEVATION (OPPOSITE HAND ELEVATION SIMILAR)



TIDES HORIZONTAL PROPERTY REGIME  
MT. PLEASANT, SC

11.14.2014/11.2014  
BUILDING #3  
COMPONENTS  
DISCUSSIONS

BUILDING #3  
PARTIAL ENTRY  
ELEVATION

MARK FISHERO, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT HE IS A LICENSED SOUTH CAROLINA ARCHITECT. THAT AS SUCH HE IS PROPERLY AUTHORIZED TO MAKE THIS VERIFICATION, THAT HE HAS READ THE FOREGOING CERTIFICATION AND KNOWS THE CONTENTS THEREOF. THAT THE SAME ARE TRUE OF HIS KNOWLEDGE EXCEPT AS TO THOSE MATTERS AND THINGS THEREIN STATED UPON INFORMATION AND BELIEF, AND AS TO THOSE MATTERS AND THINGS, HE BELIEVES THEM TO BE TRUE.

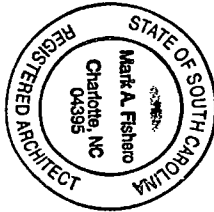
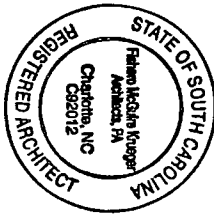
SWORN AND SUBSCRIBED BEFORE ME THIS 21<sup>st</sup> DAY OF August 2012.



*Eva R. Lancaster*  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES August 11, 2012

STATE OF SOUTH CAROLINA  
 COUNTY OF CHARLESTON  
 CERTIFICATION

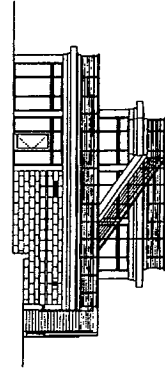
MARK FISHERO, AN ARCHITECT LICENSED TO PRACTICE UNDER THE PROVISIONS OF TITLE 40, CHAPTER 3 OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, BEING FIRST DULY SWORN THIS 21<sup>st</sup> DAY OF August 2012, CERTIFIES THAT THESE FLOOR PLANS OF THE PROPOSED BUILDINGS AND IMPROVEMENTS CONTAIN ALL OF THE INFORMATION REQUIRED BY SECTION 27-31-110, SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, AND SHOW GRAPHICALLY THE DIMENSIONS, AREA, AND LOCATION OF EACH UNIT OF TIDES HORIZONTAL PROPERTY REGIME, TOGETHER WITH THE DIMENSIONS, AREA AND LOCATION OF COMMON ELEMENTS AFFORDING ACCESS TO EACH UNIT, AS WELL AS OTHER COMMON ELEMENTS, BOTH LIMITED AND GENERAL, WHICH COMPRISE TIDES HORIZONTAL PROPERTY REGIME.



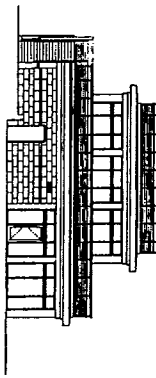
*Mark A. Fishero*  
 LICENSED ARCHITECT, LICENSE # 04395

SCHEDULE OF DRAWINGS / TIDES AMENITY BUILDING

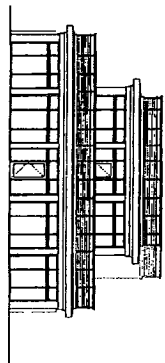
- 1 COVERSHEET
- 2 BUILDING PLANS AND ELEVATIONS



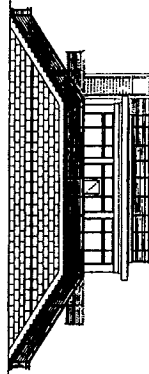
7 AMENTIY BUILDING WEST ELEVATION  
Scale: 1/8" = 1'-0"



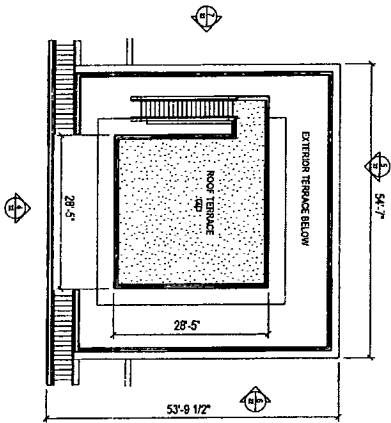
6 AMENTIY BUILDING EAST ELEVATION  
Scale: 1/8" = 1'-0"



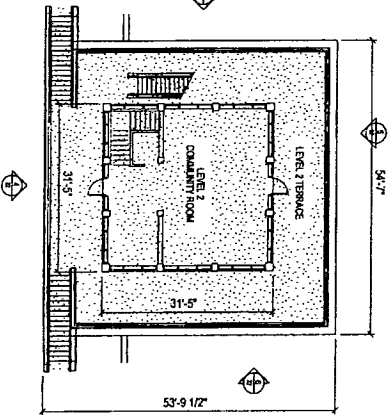
5 AMENTIY BUILDING NORTH ELEVATION  
Scale: 1/8" = 1'-0"



4 AMENTIY BUILDING SOUTH ELEVATION  
Scale: 1/8" = 1'-0"

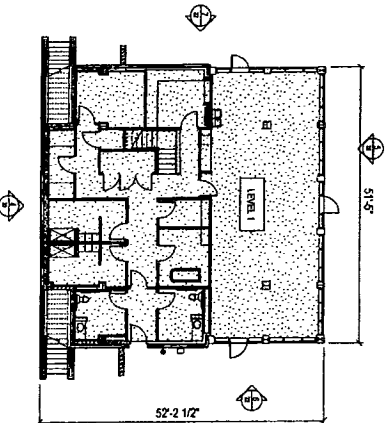


3 AMENTIY BUILDING ROOF PLAN  
Scale: 1/8" = 1'-0"



2 AMENTIY BUILDING UPPER LEVEL  
Scale: 1/8" = 1'-0"

2360 sq. ft. Common Area Heated  
3150 sq. ft. Common Area Terrace  
5510 sq. ft. Total



1 AMENTIY BUILDING LOWER LEVEL  
Scale: 1/8" = 1'-0"

[Symbol]	UNIT AREAS
[Symbol]	LIMITED COMMON ELEMENTS
[Symbol]	SHARED LIMITED COMMON ELEMENTS (INCLUDES ALL 42 UNITS IN AMENTIY BUILDING)
[Symbol]	SHARED LIMITED COMMON ELEMENTS (INCLUDES 4/2 BUT NOT IN AMENTIY BUILDING)
[Symbol]	GENERAL COMMON ELEMENTS

TIDES HORIZONTAL PROPERTY REGIME  
AMENTIY BUILDING  
COMPROMISE  
DOCUMENT

# TIDES HORIZONTAL PROPERTY REGIME

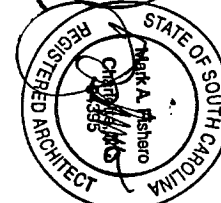
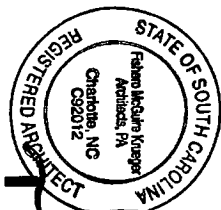
MT. PLEASANT, SC

AMENTIY BUILDING  
PLAN 18.000-0000

DATE: 11/11/11



220 North Tryon Street  
Charlotte, NC 28202  
704.333.9933  
704.333.2233



tides

**Exhibit "D"**

[Total Unit Percentage Interest in Common Elements]

*(see attached hereto and incorporated herein by reference)*

## Total Percentage Interest in Common Elements

**Formula for Calculating Each Unit's Percentage Interest in the Common Elements**

The objective in computing each Unit's Percentage Interest is to fairly allocate the costs and expenses associated with a particular Unit, as well as the costs and expenses of operating and maintaining the Common Elements, which should be allocated equally among all Owners. The premise behind this allocation is that an Owner's interest in the Building in which his Unit is located should be based on the heated square footage of that Unit. An Owner's interest in the Recreational Amenities and other General Common Elements should be based on an equal share with all other Owners.

The formula used to compute the Percentage Interest for each Unit was:

$$I_{xxx} = [(B / S \times U_{xxx}) + (A / N)] / C$$

Where:

- $I_{xxx}$  = Percentage Interest for a specific Unit
- B = Declarant's estimated annual Building operating costs
- S = Total heated square feet of cumulative Units
- $U_{xxx}$  = Heated square feet of specific individual Unit
- A = C less B
- N = Cumulative number of Units added
- C = Declarant's total estimated operating costs (Building(s) plus Recreational Amenities and other Common Expenses).

The value assigned to each Unit was computed by taking the results for each Unit from the above formula and multiplying it by the value assigned at the completion of each Phase. The value of each Unit in relation to the value of the Condominium Property at each Phase of development is fixed and established for purposes of compliance with the South Carolina Horizontal Property Act, and does not bear any relation to the actual value of the Unit or the Condominium Property.

EXHIBIT D  
Total Percentage Interest in Common Elements

E 651PG462

PHASES ONE, TWO & THREE

<u>UNIT #</u>	<u>UNIT VALUE</u>	<u>PERCENTAGE INTEREST</u>
111	1,214,486	0.93422%
112	685,997	0.52769%
113	805,766	0.61982%
114	819,494	0.63038%
116	819,494	0.63038%
117	805,766	0.61982%
118	685,997	0.52769%
119	1,214,486	0.93422%
121	1,192,516	0.91732%
122	969,462	0.74574%
123	808,158	0.62166%
124	811,590	0.62430%
126	811,590	0.62430%
127	808,158	0.62166%
128	969,462	0.74574%
129	1,192,516	0.91732%
131	1,192,516	0.91732%
132	969,462	0.74574%
134	1,111,526	0.85502%
135	1,436,175	1.10475%
136	1,116,336	0.85872%
138	969,462	0.74574%
139	1,192,516	0.91732%
141	1,192,516	0.91732%
142	969,462	0.74574%
144	1,111,526	0.85502%
145	1,436,175	1.10475%
146	1,116,336	0.85872%
148	969,462	0.74574%
149	1,192,516	0.91732%
151	1,192,516	0.91732%
152	969,462	0.74574%
154	1,111,526	0.85502%
155	1,436,175	1.10475%
156	1,116,336	0.85872%
158	969,462	0.74574%
159	1,192,516	0.91732%
161	1,187,719	0.91363%
163	1,339,433	1.03057%
165	1,460,537	1.12349%
167	1,339,433	1.03057%
169	1,187,719	0.91363%

EXHIBIT D  
Total Percentage Interest in Common Elements

DAE 651PG463

PHASES ONE, TWO & THREE

<u>UNIT #</u>	<u>UNIT VALUE</u>	<u>PERCENTAGE INTEREST</u>
211	960,193	0.73861%
212	936,625	0.74125%
213	805,766	0.61982%
214	700,752	0.53904%
216	700,752	0.53904%
217	805,766	0.61982%
218	963,625	0.74125%
219	960,193	0.73861%
221	1,192,516	0.91732%
222	969,462	0.74574%
224	1,240,902	0.95454%
226	1,240,902	0.95454%
228	969,462	0.74574%
229	1,192,516	0.91732%
231	1,192,516	0.91732%
232	969,462	0.74574%
233	991,419	0.76263%
235	1,243,996	0.95692%
237	991,419	0.76263%
238	969,462	0.74574%
239	1,192,516	0.91732%
241	1,192,516	0.91732%
242	969,462	0.74574%
243	991,419	0.76263%
245	1,243,996	0.95692%
247	991,419	0.76263%
248	969,462	0.74574%
249	1,192,516	0.91732%
251	1,192,516	0.91732%
252	969,462	0.74574%
253	991,419	0.76263%
255	1,243,996	0.95692%
257	991,419	0.76263%
258	969,462	0.74574%
259	1,192,516	0.91732%
261	1,187,719	0.91363%
264	1,815,021	1.39617%
266	1,806,103	1.38931%
269	1,187,719	0.91363%
311	960,193	0.73861%
312	963,625	0.74125%

EXHIBIT D  
 Total Percentage Interest in Common Elements ME 651 PG 464

PHASES ONE, TWO & THREE

<u>UNIT #</u>	<u>UNIT VALUE</u>	<u>PERCENTAGE INTEREST</u>
313	805,766	0.61982%
314	700,752	0.53904%
316	700,752	0.53904%
317	805,766	0.61982%
318	963,625	0.74125%
319	960,193	0.73861%
321	1,192,516	0.91732%
322	969,462	0.74574%
324	1240,902	0.95454%
326	1,240,902	0.95454%
328	969,462	0.74574%
329	1,192,516	0.91732%
331	1,192,516	0.91732%
332	969,462	0.74574%
333	991,419	0.76263%
335	1,243,996	0.95692%
337	991,419	0.76263%
338	2,161,978	1.66306%
341	1,192,516	0.91732%
342	969,462	0.74574%
343	991,419	0.76263%
345	1,243,996	0.95692%
347	991,419	0.76263%
348	969,462	0.74574%
349	1,192,516	0.91732%
351	1,192,516	0.91732%
352	969,462	0.74574%
353	991,419	0.76263%
355	1,243,996	0.95692%
357	991,419	0.76263%
358	969,462	0.74574%
359	1,192,516	0.91732%
361	1,187,719	0.91363%
363	990,041	0.76157%
365	1,570,699	1.20823%
367	1,335,282	1.02714%
369	1,187,719	0.91363%
	<u>129,003,891</u>	<u>100.00000%</u>



# RECORDER'S PAGE

NOTE: This page MUST remain with the original document



**FILED**

February 14, 2008  
3:00:42 PM

BKE 651PG417

Charlie Lybrand, Register  
Charleston County, SC

Filed By:

Parker, Poe Adams & Bernstein, LLP  
200 Meeting St.  
Suite 301  
Charleston SC 29401

Number of Pages:

49

AMOUNT

DESCRIPTION	Mas/Con
Recording Fee	\$ 54.00
State Fee	<Exempt>
County Fee	<Exempt>
Postage	

<b>TOTAL</b>	<b>\$ 54.00</b>
--------------	-----------------

\$ Amount (in thousands):

DRAWER:

A - BJA

AUDITOR STAMP HERE

PID VERIFIED BY ASSESSOR

REP \_\_\_\_\_

DATE \_\_\_\_\_

DO NOT STAMP BELOW THIS LINE