

STATE OF SOUTH CAROLINA }
 }
COUNTY OF HORRY }

AMENDMENT TO MASTER DEED
FOR OCEAN DUNES TOWER II HORIZONTAL
PROPERTY REGIME DATED JANUARY 16, 1986,
RECORDED IN DEED BOOK 1021 AT PAGE 281,
AND IN DEED BOOK 1040 AT PAGE 115, RECORDS
OF HORRY COUNTY (“MASTER DEED”)

WHEREAS, Ocean Dunes Limited, a South Carolina Limited Partnership (“Grantor”) is the owner in fee simple of all apartments within the Ocean Dunes Tower II Horizontal Property Regime and of all other property, rights and interests of said Regime; and

WHEREAS, Grantor has proposed certain amendments to the Master Deed which such amendments have been unanimously approved by the owner of all of the Units in the Regime and by all members, officers and directors of Ocean Dunes Tower II Homeowners’ Association, Inc.

WITNESSETH

That pursuant to the preamble hereto, which shall constitute an integral part hereof, the Master Deed described above is amended in the following particulars:

1. Article I-A is deleted in its entirety.
2. In Article III, the second, third, and fourth paragraphs are deleted and the following inserted in lieu thereof:

“UNITS”, as the term is used herein, shall mean and comprise the eighty-four (84) residential UNITS and one (1) Commercial UNIT which are designated in Exhibit “A” to this Master Deed, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each UNIT, and further excluding all pipes, chases, ducts, wires, lines, cables, conduits and other facilities running through any interior wall or partition for the furnishing of utility service to UNITS and COMMON ELEMENTS and for the installation, repair, maintenance, replacement and operation of telephone and television lines, wires and cables owned and controlled by the owner of the Commercial Unit and providing telephone and television service to such Units and Common Elements as the owner of the Commercial Unit may, from time to time, elect to serve. Easements for the said telephone and television lines, necessary or required for the use and benefit of the owner of the Commercial Unit, its successors and assigns.

COMMON ELEMENTS, as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of the CONDOMINIUM other than the UNITS, as same are hereinabove defined, and shall include easements through UNITS for conduits, pipes, ducts, plumbing, wiring (which such easements shall be non-exclusive to the extent they are subject to concurrent easements for wiring, lines and cables for television and telephone in favor of the owner of the Commercial UNIT as set out above) and other facilities for the furnishing of utility service to UNITS and COMMON ELEMENTS and easements of support in every portion of a UNIT which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such UNITS. COMMON ELEMENTS shall include, without limitation, LIMITED COMMON ELEMENTS.

LIMITED COMMON ELEMENTS shall mean and include COMMON ELEMENTS that are reserved for the exclusive use of certain UNITS. All balconies are LIMITED COMMON ELEMENTS of the UNITS to which they abut and to which they enter. All rooms designated as “maid” and are LIMITED COMMON ELEMENTS for the exclusive use of the Commercial UNIT and may be used for maid stations, storage or any other lawful purpose and all rooms designated “vending” are Limited Common Elements for the exclusive use of the Commercial Unit and may be used for the placement and operation of vending machines owned and controlled by the owner of the Commercial Unit and for any other lawful purpose.

3. In Article VII, the following sentence is added:

“Anything to the contrary herein notwithstanding, the easements permitted to be granted by the Board of Directors shall be limited to utility easements and public service easements requested by governmental authorities and in no event shall any such easements be commercial in nature.”

4. In Article XIII, the following words are inserted between the first and second sentences:

“Except for the Commercial Unit and its Limited Common Elements, no Unit and no Common Element or Limited Common Element shall be used for any business or commercial purpose.”

5. In Article XIII, the fourth sentence (beginning on the thirteenth line) is deleted and in lieu thereof the following is inserted:

“The Commercial UNIT may be used for any lawful purpose, including, but not limited to, vending, stores, shops, offices and for reception areas and offices for the purpose of general rentals, management and sales of UNITS and of other related or unrelated properties. These permitted uses shall be and are exclusive to the Commercial UNIT and are not and shall not be permitted to be carried on in any other UNIT or in any Limited Common Element or (except for the Limited Common Elements appurtenant to the Commercial Unit) in any Common Element except for the ground floor lobby in which the Commercial Unit owner is permitted to place, operate, replace and maintain vending machines the cost and income of which shall be that of the owner of the Commercial Unit. The owner of the Commercial Unit shall have the further right to erect, store, maintain and display signs, placards and billboards from time to time, on, in or about the Common Elements (both inside and outside) at such locations as it chooses, advertising sales and rentals of Units. All rights in the Master Deed which are reserved to the owner of the Commercial Unit including, without limitation, the rights and easements reserved in Article III and in this Article XIII, shall be rights that are appurtenant to the ownership of the Commercial Unit, are assignable by the owner of the Commercial Unit, and shall run with the title thereto and accrue to the benefit of the owner thereof his, her or its heirs, successors and assigns.

6. In Article XIII, the following paragraph is added:

“No UNIT may be sold leased or otherwise marketed under any plan or multiple use, interval ownership or time sharing arrangement.”

7. Article XIV is amended by adding the following thereto:

“Provided that any change in the use of any Common Element or Limited Common Element from the use of existing as of the date of this Amendment and/or the construction of any new improvements or expansion of existing improvements upon any Common Element or Limited Common Element shall, anything to the contrary in this Master Deed notwithstanding, require the prior written consent of the owner of the Commercial Unit which such consent may be withheld in said owner’s sole discretion and be based upon said owner’s sole economic interest.”

8. In Article XIX, the following words are added prior to the beginning of the first sentence:

“Subject to the consents required under Article XIV hereof, ...”

9. The last paragraph of Article XXVI(L) is hereby deleted.

10. In Article XXXI, the year “1986” at the end of the first paragraph is deleted and the year “2001” inserted in lieu thereof.

11. In Article XXXVI, the following sentence is added to paragraph A:

“References to UNIT or UNITS shall mean and include the residential Units and the Commercial Unit collectively.”

12. In Article XXXVI (C), the words “or owner” are inserted after the word “Co-owner”.

13. In Article XXXVI (I) (1), the following phrase is inserted after the word “wiring”:

“(subject to the concurrent easements in favor of the owner of the Commercial Unit for telephone and television cables, lines and wires)”

14. The following Article XXXVII is added:

“THE GRANTOR SPECIFICALLY DISCLAIMS ANY INTENTION TO MAKE AND DOES NOT MAKE ANY WARRANTY(IES) OR REPRESENTATION(S) IN CONNECTION WITH THE UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS OR ANY OTHER REAL OR PERSONAL PROPERTY CONSTITUTING THE REGIME OR LOCATED WITHIN OR APPURTENANT TO ANY UNIT, COMMON ELEMENT OR LIMITED COMMON ELEMENT INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO CONSTRUCTION, WORKMANSHIP, MERCHANTABILITY, HABITABILITY OR FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. Statements (if any) as to common expenses, taxes, assessments or other charges made by the Grantor or any representative thereof are estimates only and no warranty, guarantee or representation is made that the actual amount of such common expenses, assessments or other charges will conform with such estimates.”

15. The following two amendments are made to the Narrative Portion of Exhibit A:

- (a) The “NOTE:” is hereby deleted and the following inserted in lieu thereof:

“NOTE: Exhibit A is a survey showing the location of the building and other improvements, a set of floor plans of the building which shows graphically the dimensions, area and location of each unit therein, and the dimensions, area and location of each unit therein, and the dimensions, area and location of the Common Elements affording access to each unit. Both plat and plans are recorded in Condominium Cabinet B, at Page 480, records of Horry County and an amendment to the top floor plan is dated June 26, 1992, and recorded in Condominium Cabinet B at Page 480, and shall be controlling as to the matters shown thereon. Said Exhibit further includes the following:”

(b) the words “commercial unit” wherever used are corrected to be “Commercial Unit”.

(c) the words “...and vending rooms...” are inserted after the words “...maid rooms...” in the seventh line of the second paragraph.

16. In Exhibit A-1, the second paragraph is deleted and the following is inserted in lieu thereof:

“Being conveyed to Ocean Dunes Limited, a South Carolina Limited Partnership by deed of Ocean Dunes Tower II, a Georgia Limited Partnership dated April 7, 1989, recorded in Deed Book 1300 at Page 429, corrected by deed dated April 2, 1990, recorded in Deed Book 1384 at Page 253, all records of Horry County.”

The above Amendments have been proposed and adopted this 26th day of June, 1992, and are authorized to be recorded in the Office of the RMC for Horry County and shall be effective upon recording.

Except as amended herein, all terms and conditions of the Master Deed shall remain unchanged and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the below parties have executed this Amendment this 26th day of June, 1992.

SIGNATURES ON FILE