

**AMENDMENT NO. 2 TO MASTER DEED OF  
LAURENS PLACE ON CHARLESTON HARBOR  
HORIZONTAL PROPERTY REGIME**

This Amendment No. 2 to Master Deed of Laurens Place on Charleston Harbor Horizontal Property Regime is made this 31 day of January, 2001, by Laurens Place, L.L.C., a South Carolina limited liability company ("Declarant") and Laurens Place Condominium Owners Association, Inc. (the "Association").

RECITALS

WHEREAS, Declarant heretofore executed the Master Deed of Laurens Place on Charleston Harbor Horizontal Property Regime on October 6, 2000, the original of which was duly recorded in the RMC Office for Charleston County on October 6, 2000 in Book G-356, at Page 636, which Master Deed was thereafter amended by Amendment No. 1 dated November 7, 2000, duly executed by the Declarant and the Association, which Amendment No. 1 was recorded in the RMC Office for Charleston County on November 7, 2000 in Book F-358, at Page 521 (the Master Deed, as amended by Amendment No. 1, is hereinafter referred to as the "Master Deed"); and

WHEREAS, pursuant to Article 6 of the Master Deed, the owners delegated authorization to the Board of Directors of the Association, without a membership vote, to assign and reassign certain Limited Common Elements of the Condominium, as the Board shall from time to time determine, in its sole discretion, with the consent of the Declarant so long as Declarant owns any portion of the Condominium; and

WHEREAS, at a meeting of the Board of Directors of the Association, duly called and held, the Board unanimously agreed to assign certain Limited Common Elements to Unit 3-O upon the terms and conditions set forth below; and

WHEREAS, the Declarant approves of and consents to the following amendment, NOW THEREFORE

KNOW ALL MEN BY THESE PRESENTS that, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association, acting by and through its Board of Directors, and the Declarant, pursuant to the authority set forth in Article 6 and Article 22 of the Master Deed, do hereby amend the Master Deed as follows:

1. All capitalized terms used this in Amendment No. 2 shall have the same meaning ascribed to them in the Master Deed, unless the context shall clearly suggest or imply otherwise.
2. Section 6.1 of the Master Deed is hereby deleted in its entirety and the following substituted therefor:

6.1 Designation. The Limited Common Elements and the Unit(s) to which they are assigned are:

(a) to the extent that a deck, patio, porch or balcony, together with any enclosure therefor, serving a Unit is not within the boundaries of the Unit, the deck, patio, porch or balcony which is appurtenant to a Unit is assigned as Limited Common Element to the Unit having direct access to such deck, patio, porch or balcony;

(b) the doorsteps or stoops leading as access to a deck, patio, porch, or balcony are assigned as Limited Common Elements to the Unit to which the deck, patio, porch, or balcony is assigned;

(c) the entrance foyer to Units 2-W, 3-W, 4-W and 5-W are assigned as Limited Common Elements to each such respective Unit.

(d) the garage, parking space or spaces or storage space or spaces, if any, which are assigned to a Unit and which are specified by showing such assignment on the Parking Plan (as revised by Amendment No. 1 to the Master Deed) or on the plat of survey or on a supplemental plat of survey recorded in the RMC Office for Charleston County, South Carolina are assigned as Limited Common Elements to Units so designated on the Parking Plan (as revised by Amendment No. 1 to the Master Deed), plat or any supplemental plat or Parking Plan. Each Residential Unit shall be initially assigned two (2) parking spaces, Commercial Unit 2-O shall be initially assigned three (3) parking spaces, and Commercial Unit 3-O shall be initially assigned three (3) parking spaces, as designated on the Parking Plan (as revised by Amendment No. 1 to the Master Deed);

(e) the portion of the Common Elements on which there is located any portion of the mechanical, electrical, air conditioning or heating system exclusively serving a particular Unit or Units is assigned as Limited Common Element to the Unit or Units so served, together with all such mechanical, electrical, air conditioning or heating systems located therein;

(f) any gas or electric meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served;

(g) each Unit is assigned one (1) mailbox which will be located in a mailbox area on the ground or garage level of the Condominium; and

(h) a portion of the roof above Unit 3-O is assigned as a Limited Common Element to Unit 3-O to be used solely as a roof garden, subject, however, to the following terms and conditions:

(i) the exact size, shape and configuration of the roof garden shall be in accordance with Plans and Specifications prepared by Henry J. Smith Architects dated July 10, 2000, entitled "Roof Deck Plan, Option 1," provided, however, said size, shape and configuration may be modified only with the approval of the Board of Directors of the Association; and further provided, however, that in no event shall the size thereof exceed 2,005 square feet;

(ii) in no event shall any structure or structures be placed on the roof above Unit 3-O which would result in the penetration of the roof membrane or would result in any damage to the roof membrane or the roof structure;

(iii) no smoking shall be permitted within such Limited Common Element;

(iv) any structure or structures placed on the roof of the roof garden shall be subject to design review and approval by the City of Charleston Board of Architectural Review and shall comply with all laws and ordinances of the City of Charleston, including, without limitation, all building codes, and shall also be subject to the approval of the Board of Directors of the Association, the ARB and the Declarant so long as the Declarant has the right to appoint and remove Directors of the Association as provided in the Master Deed;

(v) the roof garden shall be used in such a manner as to not infringe upon the privacy of those Units adjacent to the roof garden;

(vi) in the event the roof garden as contemplated herein is not approved and constructed within ten (10) years from the date hereof, all rights to use such area as a roof garden and Limited Common Element shall terminate;

(vii) in the event of any damage whatsoever to the roof or roof membrane as a result of the use, repair, maintenance or replacement of the roof garden as contemplated herein, the Owner or Owners of Unit 3-O shall indemnify and hold harmless the Association against any and all damages, costs and expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by the Association in repairing such damage to the roof or roof membrane;

(viii) the Board of Directors of the Association shall have the right to impose reasonable rules and restrictions regarding the use of the roof garden in order to prevent such use from disturbing other Unit Owners; and

(ix) all rights to use the roof garden shall be appurtenant to Unit 3-O and shall not be assigned, conveyed or transferred to any other party other than future owners of Unit 3-O.

3. As amended by Amendment No. 1 and by this Amendment No. 2, the Master Deed of Laurens Place on Charleston Harbor Horizontal Property Regime shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their Hands and Seals as of the date first above written.

WITNESSES:

DECLARANT:

LAURENS PLACE, L.L.C., a South Carolina Limited Liability Company

Momnie C. White

By: BPMA, Inc.  
Its: Managing Member

W. Miller

By: Bruce P. Miller  
Bruce P. Miller, President

ASSOCIATION:

LAURENS PLACE CONDOMINIUM OWNERS ASSOCIATION, INC.

Momnie C. White

By: Bruce P. Miller  
Bruce P. Miller  
Its President and Director

W. Miller

By: Hugh Rees-Jones  
Hugh Rees-Jones  
Its Secretary and Director

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, W. FOSTER GAILLARD (Notary Public), hereby certify that Laurens Place, L.L.C.\* by BPMA, its Managing Member, by Bruce P. Miller, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 31 day of January, 2001.

W. Miller

Notary Public for South Carolina

My Commission Expires: 10-20-2003

\*a South Carolina Limited Liability Company

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, W. FOSTER GAILLARD (Notary Public), hereby certify that Laurens Place Condominium Association, Inc., by Bruce P. Miller, its President and Director, and by Hugh Rees-Jones, its Secretary and Director, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 31 day of January, 2001.

W. Miller

Notary Public for South Carolina

My Commission Expires: 10-20-2003

Buist, Moore, Smythe + McGee

RETURN TO BUIST, MOORE, SMYTHE

McGEE (W F M)  
ATTORNEY'S INITIALS

Handwritten initials: W F M, 2-23-01

Handwritten initials: W F M

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CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

TMS VERIFIED  
BAC LMMS  
DTD 2-6-01

RECEIVED FROM RMC  
FEB 6 2001  
PEGGY A. MOSELEY  
CHARLESTON COUNTY AUDITOR