

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO  
THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION  
ASSOCIATION**

**FIRST AMENDMENT  
TO THE  
MASTER DEED  
OF  
SOUTHSHORE VILLAS**

**Horizontal Property Regime**

Horry County, North Myrtle Beach, South Carolina

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THIS FIRST AMENDMENT TO THE MASTER DEED OF SOUTHSHORE VILLAS ("AMENDMENT") IS HEREBY SUBMITTED BY SOUTHSHORE VILLAS LLC ("GRANTOR") ON THIS 11<sup>TH</sup> DAY OF MARCH, 2005.

WHEREAS, Grantor submitted the Master Deed of SouthShore Villas dated March 8, 2005 and recorded March 10, 2005 at the Horry County Register of Deeds Office in Book 2873 at Page 444, including all exhibits and attachments thereto ("Master Deed"), encumbering the property described in Exhibit "A" (the "Real Property") to said Master Deed and thereby creating the SouthShore Villas Horizontal Property Regime (the "Regime").

WHEREAS, in accordance with Article XXVII of the Master Deed, Grantor, acting as Grantor and as the sole owner of all Apartments in the Regime, wishes to amend the Master Deed per the provisions of this Amendment.

NOW THEREFORE, Grantor hereby amends the Master Deed as follows:

1. The Plot Plans, attached as Exhibit "C" to the Master Deed, shall be deleted in their entirety and replaced with the plans attached hereto as Exhibit "C," consisting of a Site Plan, Parking Level G Plan, Parking Level One Plan, Parking Level Two Plan, Parking Level Three Plan, Parking Level Four Plan, Building Level Five Plan, Building Level Six Plan, Building Level Seven Plan, Building Level Eight Plan, Building Level Nine Plan, Building Level Ten Plan, Building Level Eleven Plan, Building Level Twelve Plan, Building Level Thirteen Plan, Main Roof Level Plan, Unit "A" Floor Plan, Unit "A Opp" Floor Plan, Unit "B" Floor Plan, Unit "B Opp" Floor Plan, Unit "C" Floor Plan, Unit "D" Floor Plan, the West Elevation of the Building, the East Elevation of the Building, the North and South Elevation of the Building (collectively hereinafter the "Plot Plans") which show graphically the dimensions, area, and location of each Apartment in the building on the Real Property and the General and Limited Common Elements on the Real Property affording access to each Apartment. All references in the Master Deed to the Plot Plans or to Exhibit "C" shall refer to the Plot Plans attached to this Amendment as Exhibit "C."
2. The Table of Values, attached as Exhibit "D" to the Master Deed, shall be deleted in its entirety and replaced with the Table of Values attached hereto as Exhibit "D." All references in the Master Deed to the Table of Values or to Exhibit "D" or to the owners' percentage ownership in the Common Elements shall refer to the Table of Values attached to this Amendment as Exhibit "D."
3. The Architect's Certificate, attached as Exhibit "E" to the Master Deed, shall be deleted in its entirety and replaced with the Architect's Certificate attached hereto as Exhibit "E." All references in the Master Deed to the Architect's Certificate or to Exhibit "E" shall refer to the Architect's Certificate attached to this Amendment as Exhibit "E."
4. Article V of the Master Deed shall be deleted in its entirety and replaced with the following:

**V. Apartments and General and Limited Common Elements**

The Regime consists of Apartments and General and Limited Common Elements, as said terms are hereinafter defined.

Apartments, as the term is used herein, shall mean and comprise the sixty-three (63) residential Apartments which are separately designated in Exhibit "C" to this Master Deed, including but not limited to the space, interior partitions or interior walls, fixtures and appliances therein, 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 and floors of each

Apartment, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surface of all interior load-bearing columns, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to other Apartments or to the Limited or General Common Elements. The general description and number of each Apartment in the building on the Real Property, expressing its area, general location, and any other data necessary for its identification, also appears in Exhibit "C". The residential Apartments include foyer area, living area, dining area, kitchen area, including appliances therein, bathrooms, bedrooms, closets and the HVAC System excluding the central air conditioning components on the roof. There are seven (7) residential Apartments per floor on Levels Five through Penthouse. The Apartments are generally described as follows:

Residential Apartments:

**Apartments 506, 606, 706, 806, 906, 1006, 1106, 1206, PH6, 502, 602, 702, 802, 902, 1002, 1102, 1202, PH2, 505, 605, 705, 805, 905, 1005, 1105, 1205, and PH5.** These Apartments each contain approximately 1458 square feet in heated space and 15 square feet of unheated storage space. These Apartments each have three bedrooms, three baths, kitchen, living/dining area, and foyer area. Each of these Apartments has a Limited Common Element balcony of approximately 199 square feet. **Apartments 506, 606, 706, 806, 906, 1006, 1106, 1206, and PH6.** These Apartments are shown on the Unit "A" Floor Plan in the attached Exhibit "C" and have the master bedroom on the right side and the living/dining area on the left side as one enters the Apartment facing toward the balcony. **Apartments 502, 602, 702, 802, 902, 1002, 1102, 1202, PH2, 505, 605, 705, 805, 905, 1005, 1105, 1205, and PH5.** These Apartments are shown on the Unit "A Opp" Floor Plan in the attached Exhibit "C" and have the master bedroom on the left side and the living/dining area on the right side as one enters the Apartment facing toward the balcony.

**Apartments 507, 607, 707, 807, 907, 1007, 1107, 1207, PH7, 501, 601, 701, 801, 901, 1001, 1101, 1201, and PH1.** These Apartments each contain approximately 1602 square feet in heated space and 17 square feet in unheated storage space. These Apartments each have four bedrooms, three baths, kitchen, living/dining area and foyer area. Each of these Apartments has a Limited Common Element balcony of approximately 251 square feet. **Apartments 507, 607, 707, 807, 907, 1007, 1107, 1207, and PH7.** These Apartments are shown on the Unit "B" Floor Plan in the attached Exhibit "C" and have the master bedroom on

the left side as one enters the Apartment facing the balcony. **Apartments 501, 601, 701, 801, 901, 1001, 1101, 1201, and PH1.** These Apartments are shown on the Unit "B Opp" Floor Plan in the attached Exhibit "C" and have the master bedroom on the right side as one enters the Apartment facing the balcony.

**Apartments 503, 603, 703, 803, 903, 1003, 1103, 1203, and PH3.** These Apartments each contain approximately 1208 square feet in heated space and 15 square feet in unheated storage space. These Apartments each have two bedrooms, two baths, kitchen, living/dining area, and foyer area. Each of these Apartments has a Limited Common Element balcony of approximately 199 square feet. These Apartments are shown on the Unit "C" Floor Plan in the attached Exhibit "C" and have the master bedroom on the right side as one enters the Apartment facing the balcony.

**Apartments 504, 604, 704, 804, 904, 1004, 1104, 1204, and PH4.** These Apartments each contain approximately 1715 square feet in heated space and 15 square feet in unheated storage space. These Apartments each have four bedrooms, four baths, kitchen, living and dining area, and foyer area. Each of these Apartments has a Limited Common Element balcony of approximately 201 square feet. These Apartments are shown on the Unit "D" Floor Plan in the attached Exhibit "C" and have the master bedroom on the left side as one enters the Apartment facing the balcony.

There are no commercial Apartments in the Regime. Any and all references to commercial Apartments or commercial Apartment space/area in the Master Deed shall be deleted and reference shall be made to the Plot Plans attached to this Amendment as Exhibit "C."

The Apartments are shown generally on the Floor Plans attached to Exhibit "C", however the owners may have made interior alterations to the Floor Plan of an Apartment, which are not shown in Exhibit "C". **THE DIMENSIONS OF THE ROOMS IN EACH APARTMENT ARE CALCULATED FROM EXHIBIT "C" AND MAY NOT ACCURATELY DEPICT THE DIMENSIONS OF THE APARTMENTS AND THE ROOMS IN EACH APARTMENT.**

**General Common Elements means and includes:**

(1) The land on which the buildings are constructed, more fully described above, together with all of the other real property described in Exhibit "A";

(2) The foundations, main walls, roofs, utility rooms, property management rooms, halls, corridors, railings in the corridors, elevator lobbies, pools, hot tubs, decks, stairways, elevators, lounge areas, and communication ways of the buildings;

(3) The sprinkler system, yards, patio, shrubs, planter boxes, exterior lights, fire alarms, fire hoses, signs, maintenance equipment, and storm drainage system, except as otherwise provided or stipulated;

(4) The compartments or installations of central services such as power, light, telephone, television, cold and hot water, surveillance cameras and screens, refrigeration, generator, fuel tank and water pump, and the like;

(5) All parking areas are as shown and depicted in the attached Exhibit "C";

(6) In general, all devices or installations existing for common use;

(7) The lobby/office and storage rooms on Parking Level G; the storage room, fire command room, and fire pump room on Parking Level One; the storage rooms and water pump room on Parking Level Two; the storage rooms on Parking Level Three and Parking Level Four; the fitness room, trash chute room, and storage room on Building Level Five; the trash chute room and the electricity/television/telephone room on Building Level Six; the trash chute room and storage room on Building Level Seven and Building Level Eight; the trash chute room and the electricity/television/telephone room on Building Level Nine; the trash chute room and storage room on Building Level Ten and Building Level Eleven; the trash chute room and the electricity/television/telephone room on Building Level Twelve; and the trash chute room and storage room on Building Level Thirteen, all as shown and depicted in the attached Exhibit "C";

(8) The air conditioning compressors on the roof and shall be Limited Common Elements, limited to the use of the Apartment it serves;

(9) All other elements of the property rationally of common use or necessary to its existence, upkeep, and safety; and

(10) The Common Area containing such areas as are shown on said plat and shown on Exhibit "C".

(11) The Common Element Area includes areas which are subject to easements granted to the City of North Myrtle Beach for use of the public, but the improvements and landscaping in these areas are Common Elements.

**Limited Common Elements means and includes:**

(1) Any mailboxes, porches, balconies, floor, ceiling, railings and walls, entrance or exit ways, and all exterior doors and windows or other fixtures designed to serve one or more but less than all Apartments, are Limited Common Elements allocated exclusively to such Apartment or Apartments.

(2) If any flue, duct, wire, conduit, load bearing wall, load bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Apartment, any portion serving only that Apartment is a Limited Common Element allocated solely to that Apartment. Insofar as possible, the Limited Common Elements are shown graphically and described in detail in words and figures in the plat and Plans. The air conditioning compressors on the roof shall be Limited Common Elements, limited to the use of the Apartments they serve.

5. Article XXV, Section A of the Master Deed shall be deleted in its entirety and replaced with the following (the remainder of Article XXV shall remain in full force and effect):

A. Hazard Insurance. The Association shall insure all Apartments and all General and Limited Common Elements against all hazards and risks normally covered by a standard hazard policy, including fire and lightning, the hazards and risks covered by "extended coverage," vandalism, and malicious mischief, and by hazards or risks covered by the National Flood Insurance Act, windstorm and hail policies and all other coverage commonly required by lending institutions in the area. All Apartments and all General and

Limited Common Elements shall be insured for the full replacement cost thereof, and where possible, the policy of insurance shall have a full replacement cost rider. Each year the Association shall update the replacement value cost rider. Such insurance shall cover only the Apartments and General and Limited Common Elements. The Association shall not be responsible for insuring the contents of the Apartment (other than standard fixtures originally installed therein by Grantor and being a part of such Apartment). Unless higher deductibles are allowed by Freddie Mac or Fannie Mae and approved by the Association, the hazard insurance obtained by the Association shall provide that the maximum deductible amount shall be lesser of (a) Ten Thousand Dollars (\$10,000.00) or (b) one percent (1%) of the policy face amount. The deductible related to an individual Unit should be the higher of (a) One Thousand Dollars (\$1,000.00) or (b) one percent (1%) of the replacement cost of the Unit; however, the deductible for the individual Unit may be the higher of (a) Two Thousand Dollars (\$2,000.00) or (b) two percent (2%) of the replacement cost of the Unit – if the policy provides for a wind-loss deductible (either in the policy itself or in a separate endorsement). Any such deductible portion shall be borne by the Association as a Common Expense regardless of the number of co-owners directly affected by the loss.

If any term or condition of this Amendment conflicts with the terms or conditions of the Master Deed, the terms and conditions of this Amendment shall control. Otherwise, the provisions of the Master Deed remain in full force and effect. Any terms not defined herein shall have the meaning as set forth in the Master Deed.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY. SIGNATURE PAGE AND EXHIBITS FOLLOW.]

IN WITNESS WHEREOF, the Grantor has executed this First Amendment to the Master Deed this 11<sup>th</sup> day of March, 2005.

Signed, sealed and delivered  
in the presence of:

SOUTHSHORE VILLAS LLC  
(SEAL)

\_\_\_\_\_

By:

\_\_\_\_\_  
Richard M. Unger, its Authorized Signatory (see  
attached authorization signed by W. Russell  
Drake, Manager of SouthShore Villas LLC)

\_\_\_\_\_

STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF RICHLAND            )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named SouthShore Villas LLC by Richard M. Unger, its authorized signatory, sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

\_\_\_\_\_

Sworn to before me this 11th day  
of March, 2005.

\_\_\_\_\_(L.S.)  
Notary Public for South Carolina  
My Commission Expires:\_\_\_\_\_



**EXHIBIT "C"**

[Plot Plans, consisting of  
Site Plan, Floor Plans, Unit Plans and Elevations]

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO  
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**Horizontal Property Regime**

Horry County, North Myrtle Beach, South Carolina

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WHEREAS, in accordance with Article XXVII of the Master Deed, Grantor, acting as Grantor and as the sole owner of all Apartments in the Regime, wishes to amend the Master Deed per the provisions of this Amendment.

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2. The Table of Values, attached as Exhibit "D" to the Master Deed, shall be deleted in its entirety and replaced with the Table of Values attached hereto as Exhibit "D." All references in the Master Deed to the Table of Values or to Exhibit "D" or to the owners' percentage ownership in the Common Elements shall refer to the Table of Values attached to this Amendment as Exhibit "D."
3. The Architect's Certificate, attached as Exhibit "E" to the Master Deed, shall be deleted in its entirety and replaced with the Architect's Certificate attached hereto as Exhibit "E." All references in the Master Deed to the Architect's Certificate or to Exhibit "E" shall refer to the Architect's Certificate attached to this Amendment as Exhibit "E."
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**V. Apartments and General and Limited Common Elements**

The Regime consists of Apartments and General and Limited Common Elements, as said terms are hereinafter defined.

Apartments, as the term is used herein, shall mean and comprise the sixty-three (63) residential Apartments which are separately designated in Exhibit "C" to this Master Deed, including but not limited to the space, interior partitions or interior walls, fixtures and appliances therein, 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 and floors of each

Apartment, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surface of all interior load-bearing columns, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to other Apartments or to the Limited or General Common Elements. The general description and number of each Apartment in the building on the Real Property, expressing its area, general location, and any other data necessary for its identification, also appears in Exhibit "C". The residential Apartments include foyer area, living area, dining area, kitchen area, including appliances therein, bathrooms, bedrooms, closets and the HVAC System excluding the central air conditioning components on the roof. There are seven (7) residential Apartments per floor on Levels Five through Penthouse. The Apartments are generally described as follows:

Residential Apartments:

**Apartments 506, 606, 706, 806, 906, 1006, 1106, 1206, PH6, 502, 602, 702, 802, 902, 1002, 1102, 1202, PH2, 505, 605, 705, 805, 905, 1005, 1105, 1205, and PH5.** These Apartments each contain approximately 1458 square feet in heated space and 15 square feet of unheated storage space. These Apartments each have three bedrooms, three baths, kitchen, living/dining area, and foyer area. Each of these Apartments has a Limited Common Element balcony of approximately 199 square feet. **Apartments 506, 606, 706, 806, 906, 1006, 1106, 1206, and PH6.** These Apartments are shown on the Unit "A" Floor Plan in the attached Exhibit "C" and have the master bedroom on the right side and the living/dining area on the left side as one enters the Apartment facing toward the balcony. **Apartments 502, 602, 702, 802, 902, 1002, 1102, 1202, PH2, 505, 605, 705, 805, 905, 1005, 1105, 1205, and PH5.** These Apartments are shown on the Unit "A Opp" Floor Plan in the attached Exhibit "C" and have the master bedroom on the left side and the living/dining area on the right side as one enters the Apartment facing toward the balcony.

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There are no commercial Apartments in the Regime. Any and all references to commercial Apartments or commercial Apartment space/area in the Master Deed shall be deleted and reference shall be made to the Plot Plans attached to this Amendment as Exhibit "C."

The Apartments are shown generally on the Floor Plans attached to Exhibit "C", however the owners may have made interior alterations to the Floor Plan of an Apartment, which are not shown in Exhibit "C". **THE DIMENSIONS OF THE ROOMS IN EACH APARTMENT ARE CALCULATED FROM EXHIBIT "C" AND MAY NOT ACCURATELY DEPICT THE DIMENSIONS OF THE APARTMENTS AND THE ROOMS IN EACH APARTMENT.**

**General Common Elements means and includes:**

(1) The land on which the buildings are constructed, more fully described above, together with all of the other real property described in Exhibit "A";

(2) The foundations, main walls, roofs, utility rooms, property management rooms, halls, corridors, railings in the corridors, elevator lobbies, pools, hot tubs, decks, stairways, elevators, lounge areas, and communication ways of the buildings;

(3) The sprinkler system, yards, patio, shrubs, planter boxes, exterior lights, fire alarms, fire hoses, signs, maintenance equipment, and storm drainage system, except as otherwise provided or stipulated;

(4) The compartments or installations of central services such as power, light, telephone, television, cold and hot water, surveillance cameras and screens, refrigeration, generator, fuel tank and water pump, and the like;

(5) All parking areas are as shown and depicted in the attached Exhibit "C";

(6) In general, all devices or installations existing for common use;

(7) The lobby/office and storage rooms on Parking Level G; the storage room, fire command room, and fire pump room on Parking Level One; the storage rooms and water pump room on Parking Level Two; the storage rooms on Parking Level Three and Parking Level Four; the fitness room, trash chute room, and storage room on Building Level Five; the trash chute room and the electricity/television/telephone room on Building Level Six; the trash chute room and storage room on Building Level Seven and Building Level Eight; the trash chute room and the electricity/television/telephone room on Building Level Nine; the trash chute room and storage room on Building Level Ten and Building Level Eleven; the trash chute room and the electricity/television/telephone room on Building Level Twelve; and the trash chute room and storage room on Building Level Thirteen, all as shown and depicted in the attached Exhibit "C";

(8) The air conditioning compressors on the roof and shall be Limited Common Elements, limited to the use of the Apartment it serves;

(9) All other elements of the property rationally of common use or necessary to its existence, upkeep, and safety; and

(10) The Common Area containing such areas as are shown on said plat and shown on Exhibit "C".

(11) The Common Element Area includes areas which are subject to easements granted to the City of North Myrtle Beach for use of the public, but the improvements and landscaping in these areas are Common Elements.

**Limited Common Elements means and includes:**

(1) Any mailboxes, porches, balconies, floor, ceiling, railings and walls, entrance or exit ways, and all exterior doors and windows or other fixtures designed to serve one or more but less than all Apartments, are Limited Common Elements allocated exclusively to such Apartment or Apartments.

(2) If any flue, duct, wire, conduit, load bearing wall, load bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Apartment, any portion serving only that Apartment is a Limited Common Element allocated solely to that Apartment. Insofar as possible, the Limited Common Elements are shown graphically and described in detail in words and figures in the plat and Plans. The air conditioning compressors on the roof shall be Limited Common Elements, limited to the use of the Apartments they serve.

5. Article XXV, Section A of the Master Deed shall be deleted in its entirety and replaced with the following (the remainder of Article XXV shall remain in full force and effect):

A. Hazard Insurance. The Association shall insure all Apartments and all General and Limited Common Elements against all hazards and risks normally covered by a standard hazard policy, including fire and lightning, the hazards and risks covered by "extended coverage," vandalism, and malicious mischief, and by hazards or risks covered by the National Flood Insurance Act, windstorm and hail policies and all other coverage commonly required by lending institutions in the area. All Apartments and all General and

Limited Common Elements shall be insured for the full replacement cost thereof, and where possible, the policy of insurance shall have a full replacement cost rider. Each year the Association shall update the replacement value cost rider. Such insurance shall cover only the Apartments and General and Limited Common Elements. The Association shall not be responsible for insuring the contents of the Apartment (other than standard fixtures originally installed therein by Grantor and being a part of such Apartment). Unless higher deductibles are allowed by Freddie Mac or Fannie Mae and approved by the Association, the hazard insurance obtained by the Association shall provide that the maximum deductible amount shall be lesser of (a) Ten Thousand Dollars (\$10,000.00) or (b) one percent (1%) of the policy face amount. The deductible related to an individual Unit should be the higher of (a) One Thousand Dollars (\$1,000.00) or (b) one percent (1%) of the replacement cost of the Unit; however, the deductible for the individual Unit may be the higher of (a) Two Thousand Dollars (\$2,000.00) or (b) two percent (2%) of the replacement cost of the Unit – if the policy provides for a wind-loss deductible (either in the policy itself or in a separate endorsement). Any such deductible portion shall be borne by the Association as a Common Expense regardless of the number of co-owners directly affected by the loss.

If any term or condition of this Amendment conflicts with the terms or conditions of the Master Deed, the terms and conditions of this Amendment shall control. Otherwise, the provisions of the Master Deed remain in full force and effect. Any terms not defined herein shall have the meaning as set forth in the Master Deed.

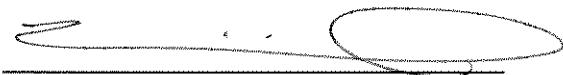
[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY. SIGNATURE PAGE  
AND EXHIBITS FOLLOW.]



IN WITNESS WHEREOF, the Grantor has executed this First Amendment to the Master Deed this 11<sup>th</sup> day of March, 2005.

Signed, sealed and delivered  
in the presence of:

*Patricia Grosjean*



SOUTHSHORE VILLAS LLC  
(SEAL)

By: *Richard M. Unger*  
Richard M. Unger, its Authorized Signatory (see attached authorization signed by W. Russell Drake, Manager of SouthShore Villas LLC)

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named SouthShore Villas LLC by Richard M. Unger, its authorized signatory, sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

*Patricia Grosjean*

Sworn to before me this 11th day  
of March, 2005.

 (L.S.)

Notary Public for South Carolina  
My Commission Expires: ~~My Commission Expires March 8, 2009~~

**Michael W. Eisenrauch**

**RESOLUTIONS OF THE MEMBER  
OF  
SOUTHSHORE VILLAS LLC**

The undersigned, being the Manager of SouthShore Villas LLC (the "Company"), does hereby adopt the following resolutions, this action to be in lieu of holding a special meeting for such purpose.

(1) **RESOLVED**, that the Manager of the Company does hereby authorize, ratify and approve Richard M. Unger to sign, seal and deliver the Master Deed on behalf of SouthShore Villas LLC.

There being no further business the meeting was duly adjourned.

Adopted this 7 day of March, 2005.

**SOUTHSHORE VILLAS LLC**

By: \_\_\_\_\_

*W. Russell Drake*  
*W. Russell Drake, Manager*

**EXHIBIT "C"**

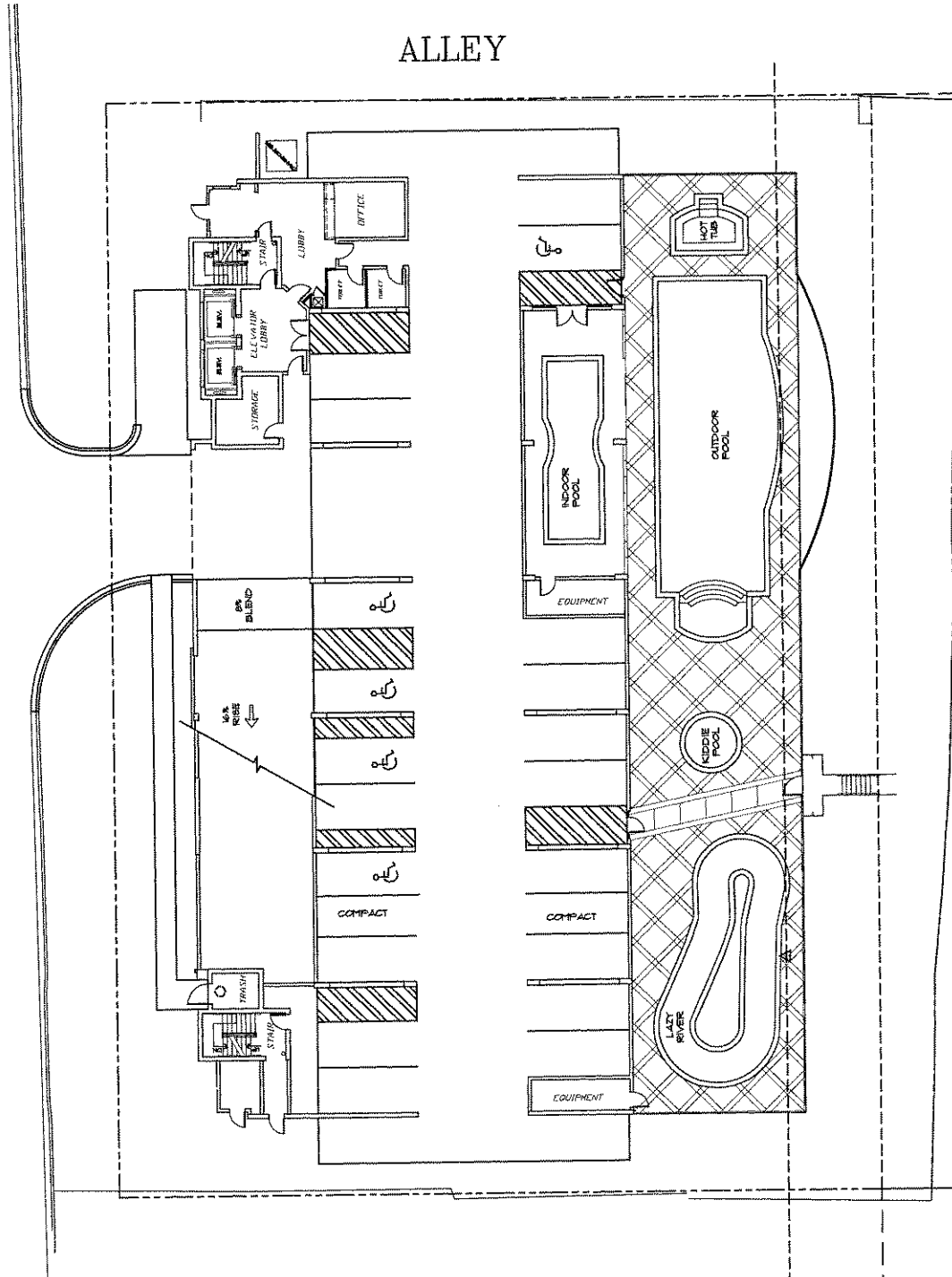
[Plot Plans, consisting of  
Site Plan, Floor Plans, Unit Plans and Elevations]

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

OCEAN BOULEVARD

ALLEY

ATLANTIC OCEAN



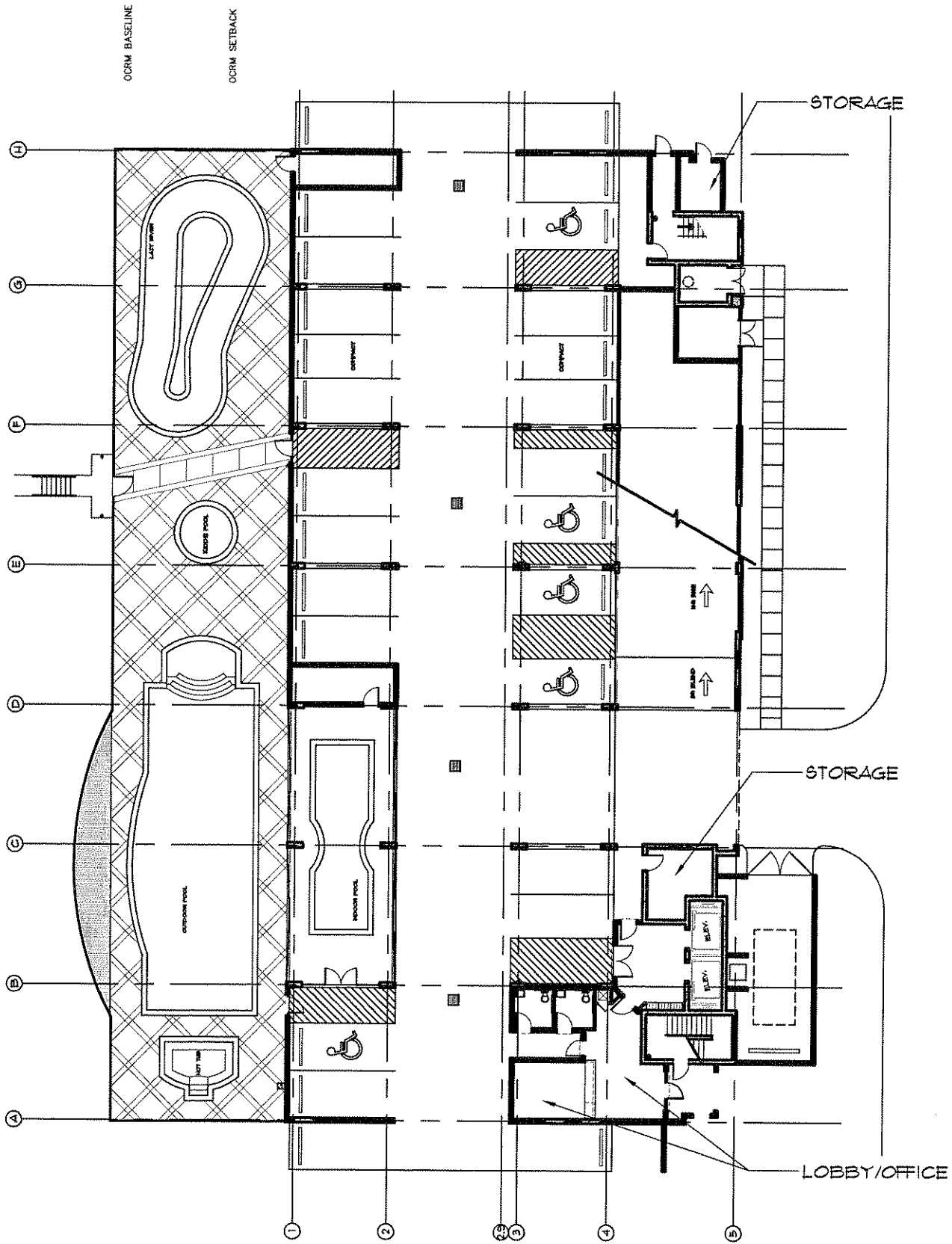
SITE PLAN



PLAN NORTH

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

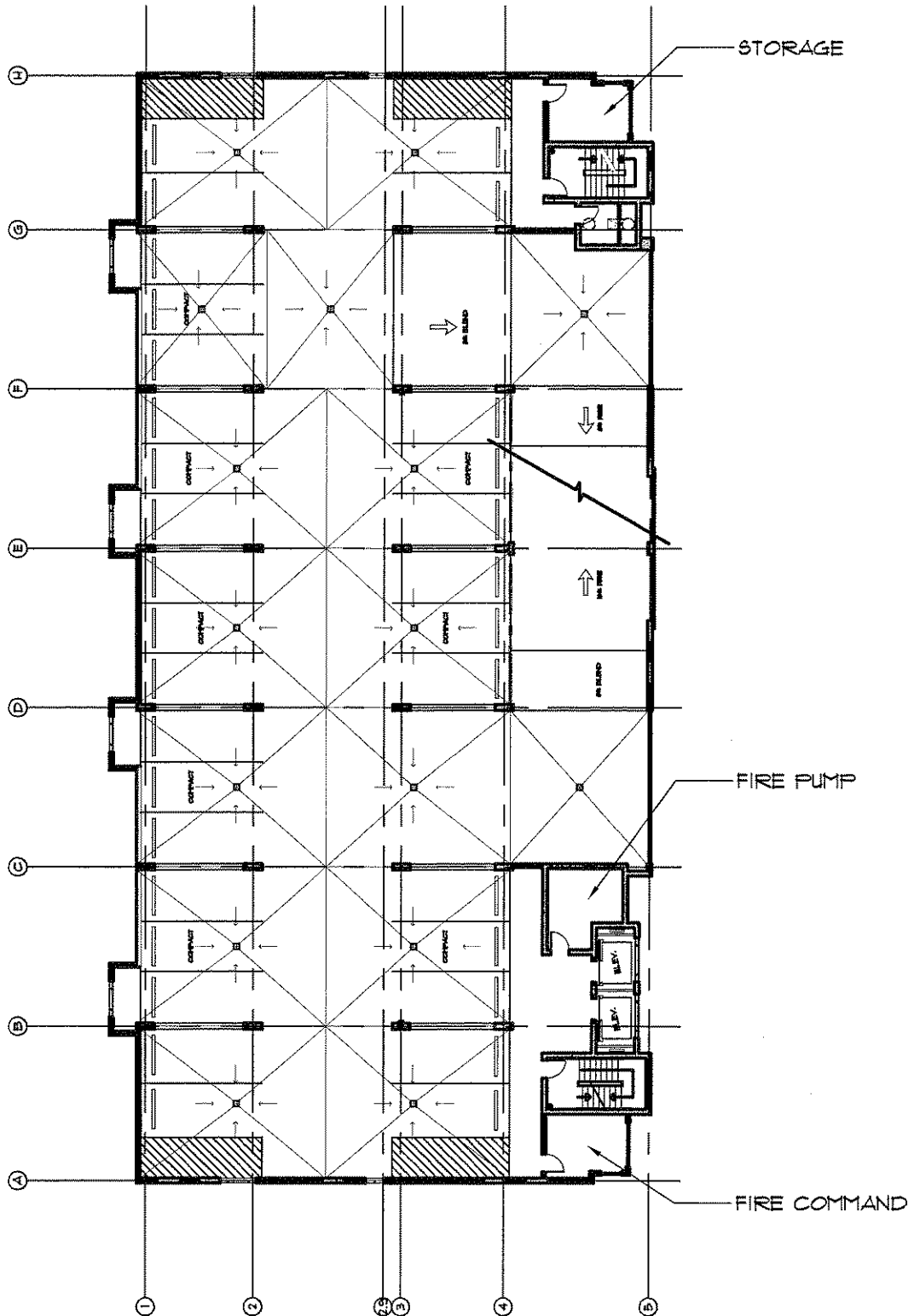
□ COMMON AREA	23,106 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▩ RESIDENTIAL AREA	0 sq. ft.
▧ RESIDENTIAL LIMITED COMMON ELEMENT	0 sq. ft.
TOTAL AREA	23,106 sq. ft.



PARKING LEVEL G

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

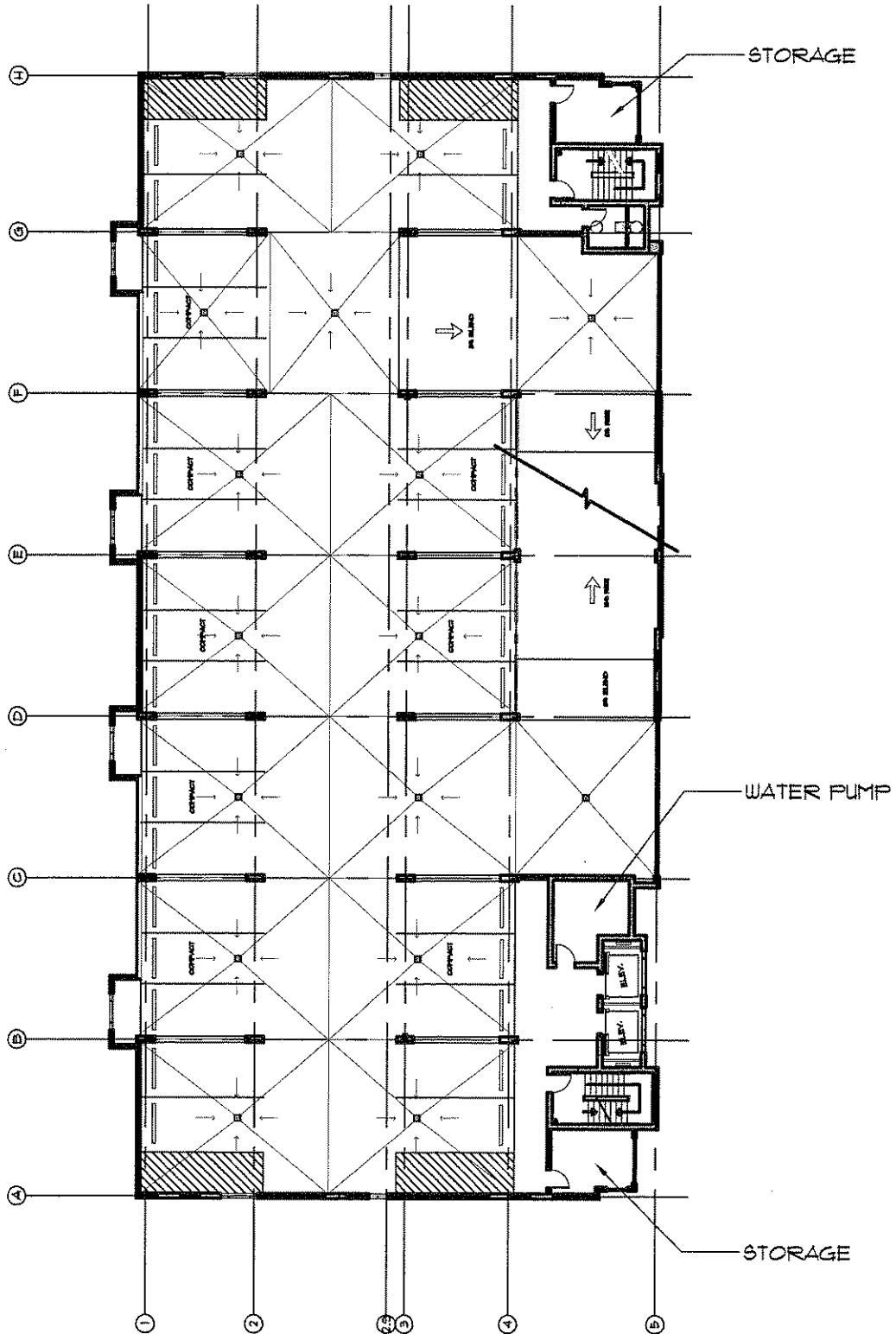
□	COMMON AREA	15,829 sq. ft.
▨	COMMERCIAL AREA	0 sq. ft.
▩	RESIDENTIAL AREA	0 sq. ft.
▧	RESIDENTIAL LIMITED COMMON ELEMENT	0 sq. ft.
TOTAL AREA		15,829 sq. ft.



PARKING LEVEL ONE

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

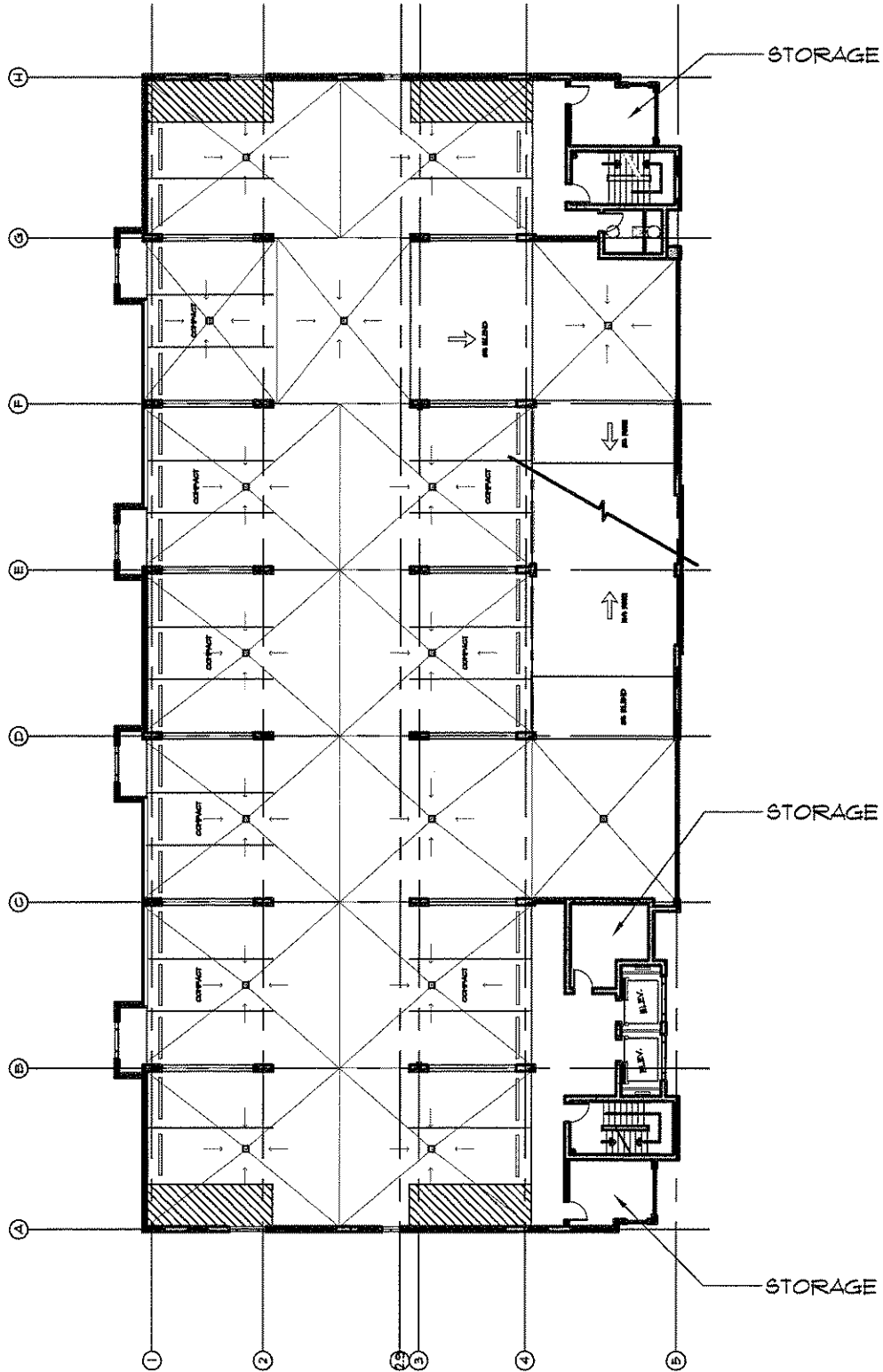
□ COMMON AREA	15,829 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▩ RESIDENTIAL AREA	0 sq. ft.
▧ RESIDENTIAL LIMITED COMMON ELEMENT	0 sq. ft.
TOTAL AREA	15,829 sq. ft.



PARKING LEVEL TWO

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

□ COMMON AREA	15,829 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▩ RESIDENTIAL AREA	0 sq. ft.
▧ RESIDENTIAL LIMITED COMMON ELEMENT	0 sq. ft.
TOTAL AREA	15,829 sq. ft.

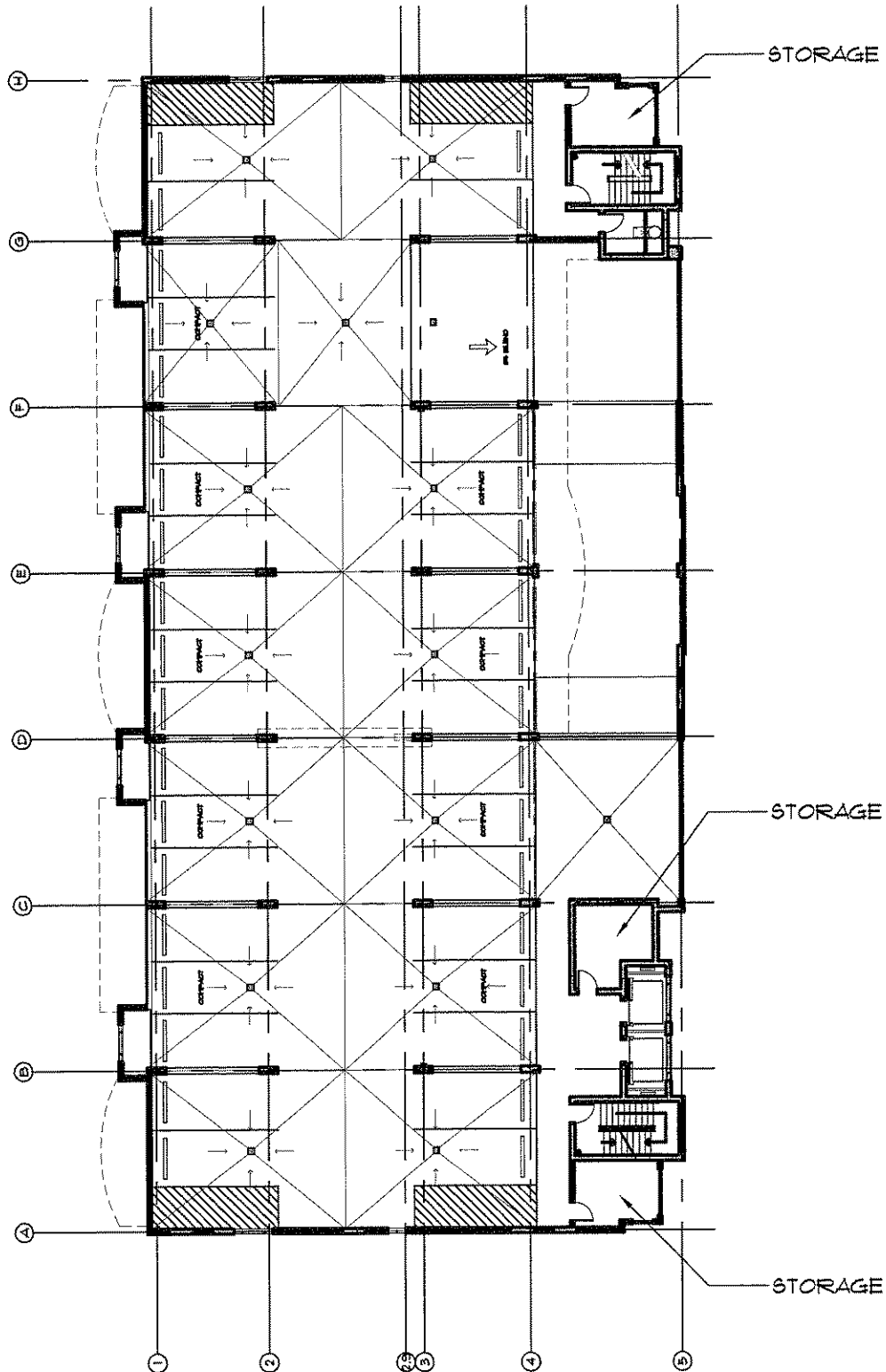


PARKING LEVEL THREE



SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

□ COMMON AREA	15,829 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▩ RESIDENTIAL AREA	0 sq. ft.
▧ RESIDENTIAL LIMITED COMMON ELEMENT	0 sq. ft.
TOTAL AREA	15,829 sq. ft.



PARKING LEVEL FOUR

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

□ COMMON AREA	2,482 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▩ RESIDENTIAL AREA	11,490 sq. ft.
▧ RESIDENTIAL LIMITED COMMON AREA	1,539 sq. ft.
<b>TOTAL AREA</b>	<b>15,511 sq. ft.</b>

UNIT NUMBERS	507
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UNIT NUMBERS	506
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UNIT NUMBERS	505
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UNIT NUMBERS	504
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UNIT NUMBERS	503
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UNIT NUMBERS	502
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UNIT NUMBERS	501
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UNIT 'B'

UNIT 'A'

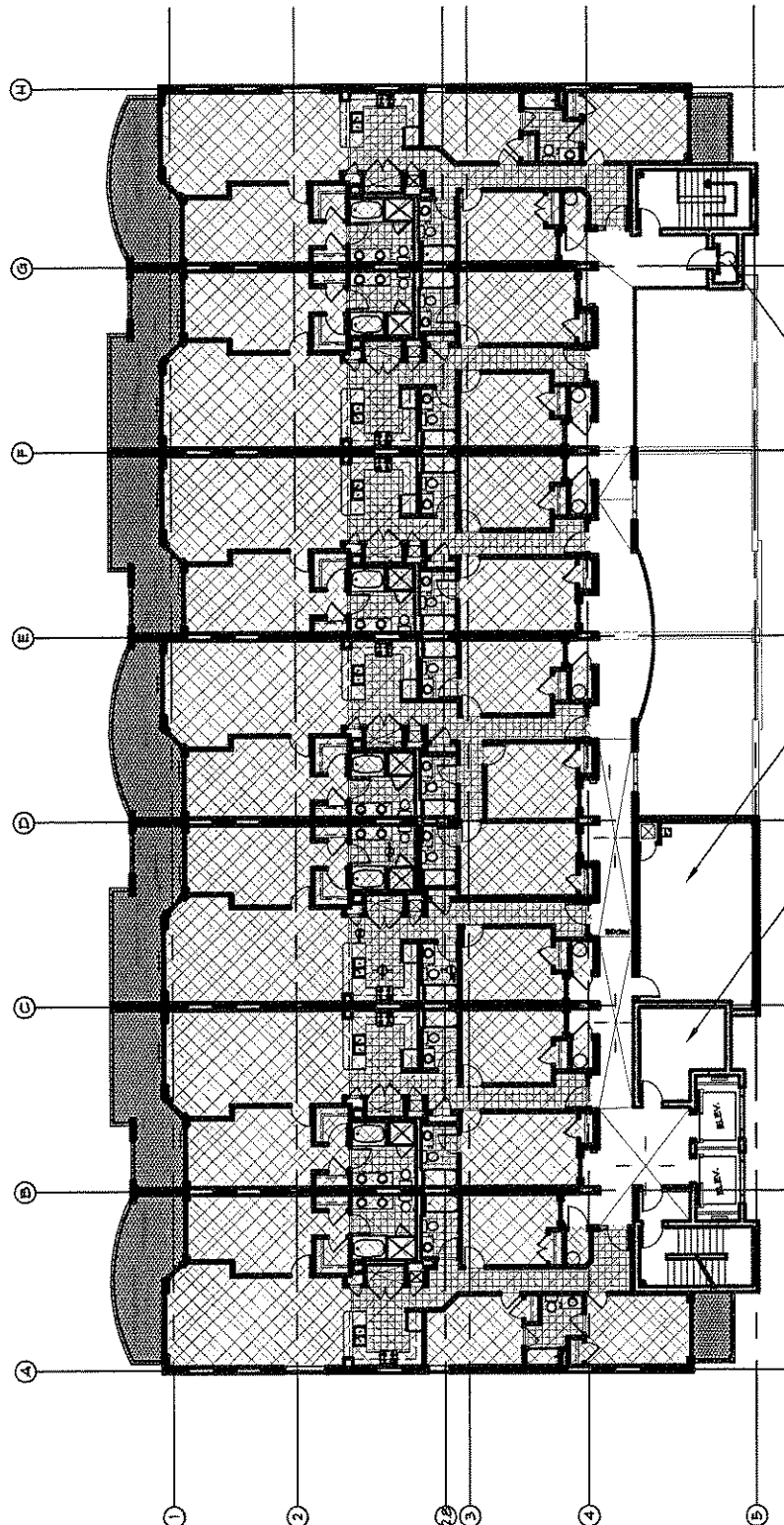
UNIT 'A OPP.'

UNIT 'D'

UNIT 'C'

UNIT 'A OPP.'

UNIT 'B OPP.'



TRASH

FITNESS 505

STORAGE

BUILDING LEVEL FIVE

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

□ COMMON AREA	1,995 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▩ RESIDENTIAL AREA	11,490 sq. ft.
▧ RESIDENTIAL LIMITED COMMON AREA	1,539 sq. ft.
TOTAL AREA	15,024 sq. ft.

UNIT NUMBERS	607
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UNIT 'B'

UNIT NUMBERS	606
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UNIT 'A'

UNIT NUMBERS	605
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UNIT 'A OPP.'

UNIT NUMBERS	604
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UNIT 'D'

UNIT NUMBERS	603
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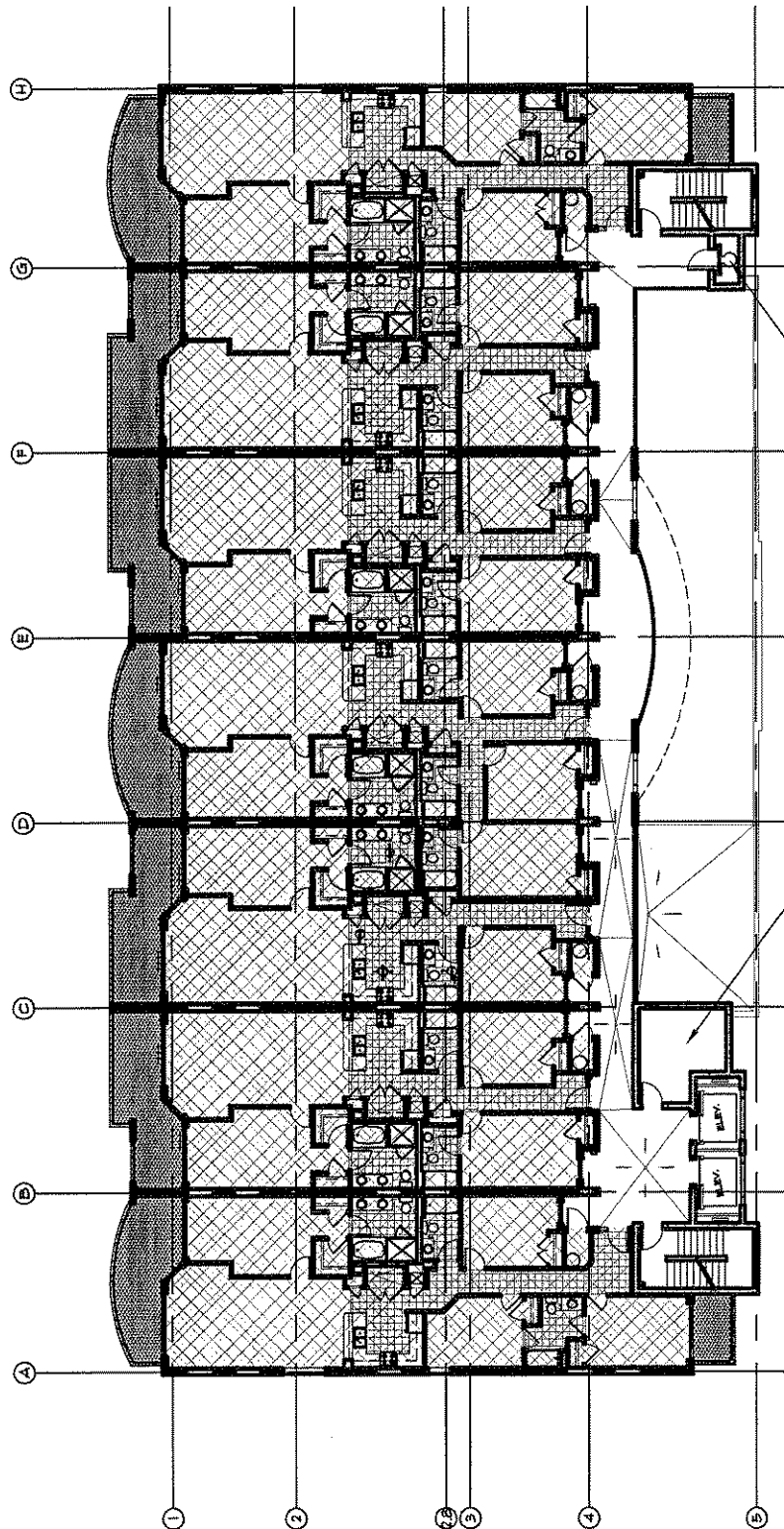
UNIT 'C'

UNIT NUMBERS	602
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UNIT 'A OPP.'

UNIT NUMBERS	601
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UNIT 'B OPP.'



TRASH

ELEC, TV & TELE.

BUILDING LEVEL SIX

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

□ COMMON AREA	1,935 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▩ RESIDENTIAL AREA	11,430 sq. ft.
■ RESIDENTIAL LIMITED COMMON AREA	1,539 sq. ft.
<b>TOTAL AREA</b>	<b>15,024 sq. ft.</b>

UNIT NUMBERS	101
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UNIT NUMBERS	106
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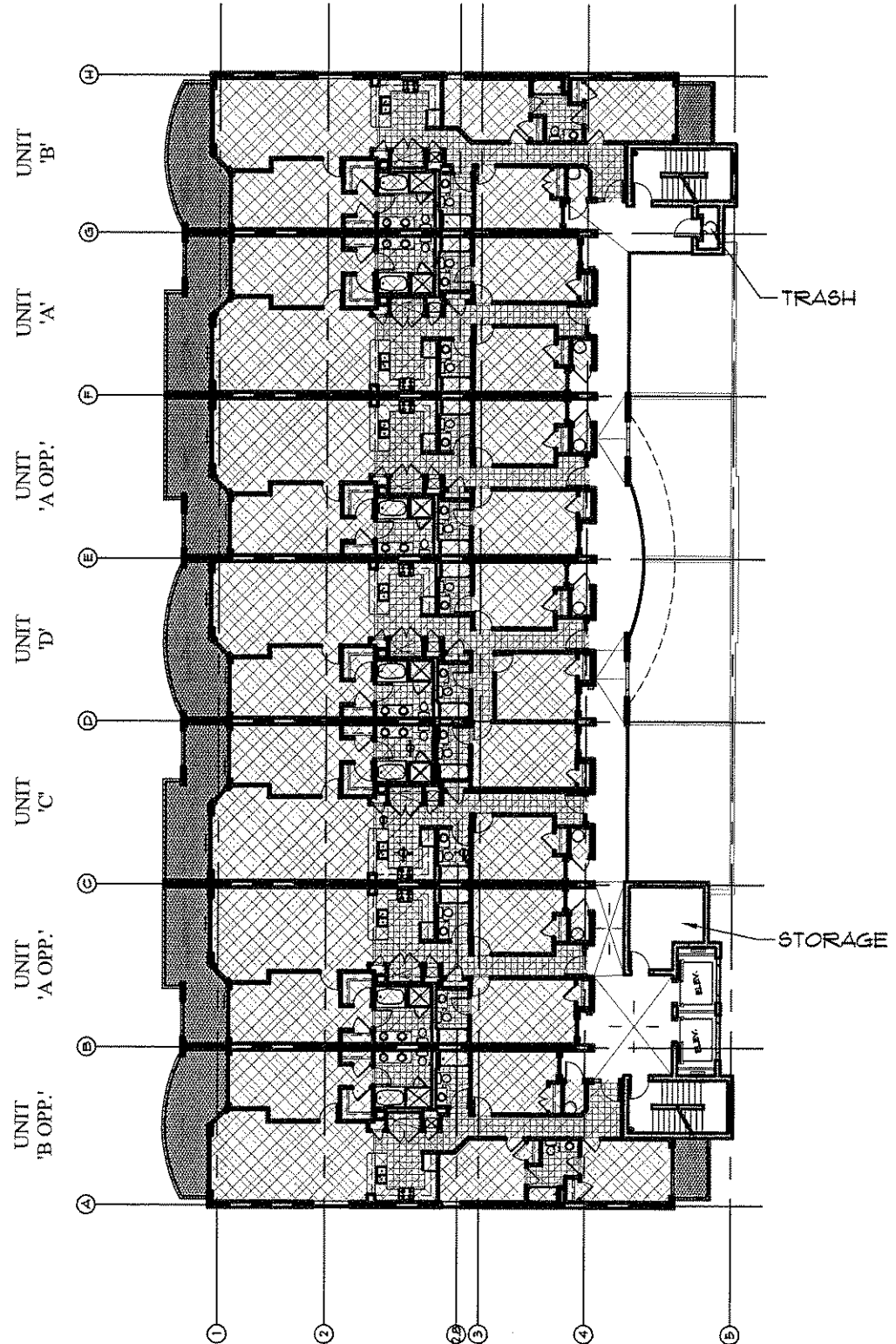
UNIT NUMBERS	105
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UNIT NUMBERS	104
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UNIT NUMBERS	103
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UNIT NUMBERS	102
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UNIT NUMBERS	101
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BUILDING LEVEL SEVEN

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

□ COMMON AREA	1,995 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▧ RESIDENTIAL AREA	11,490 sq. ft.
▩ RESIDENTIAL LIMITED COMMON AREA	1,539 sq. ft.
TOTAL AREA	15,024 sq. ft.

UNIT NUMBERS	801
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UNIT NUMBERS	806
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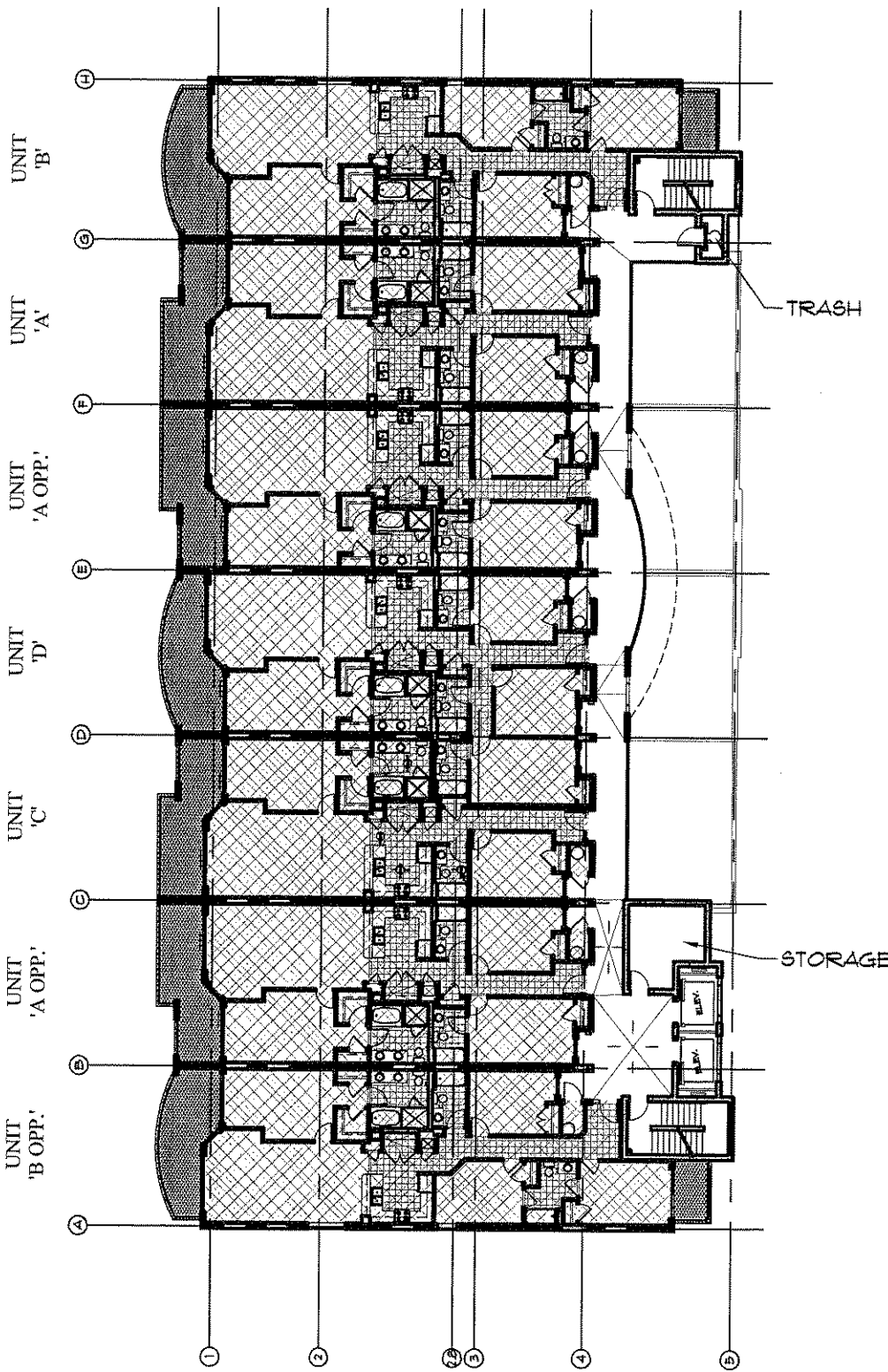
UNIT NUMBERS	805
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UNIT NUMBERS	804
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UNIT NUMBERS	803
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UNIT NUMBERS	802
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UNIT NUMBERS	801
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BUILDING LEVEL EIGHT

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

□ COMMON AREA	1,995 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▩ RESIDENTIAL AREA	11,490 sq. ft.
▧ RESIDENTIAL LIMITED COMMON AREA	1,539 sq. ft.
TOTAL AREA	15,024 sq. ft.

UNIT NUMBERS	901
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UNIT NUMBERS	906
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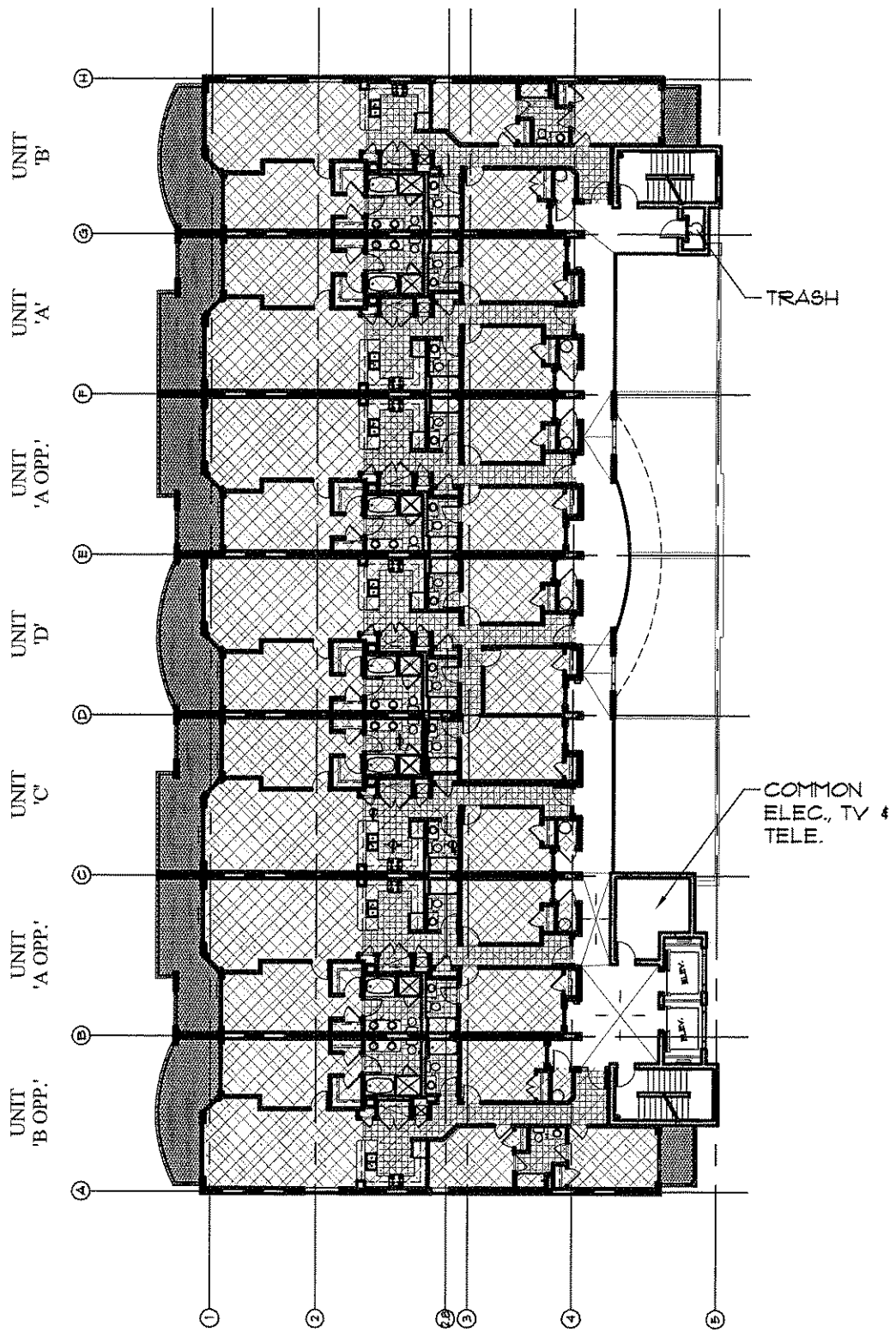
UNIT NUMBERS	905
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UNIT NUMBERS	904
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UNIT NUMBERS	903
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UNIT NUMBERS	902
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UNIT NUMBERS	901
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BUILDING LEVEL NINE

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

□ COMMON AREA	1,995 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▩ RESIDENTIAL AREA	11,490 sq. ft.
▧ RESIDENTIAL LIMITED COMMON AREA	1,539 sq. ft.
<b>TOTAL AREA</b>	<b>15,024 sq. ft.</b>

UNIT NUMBERS	1001
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UNIT NUMBERS	1006
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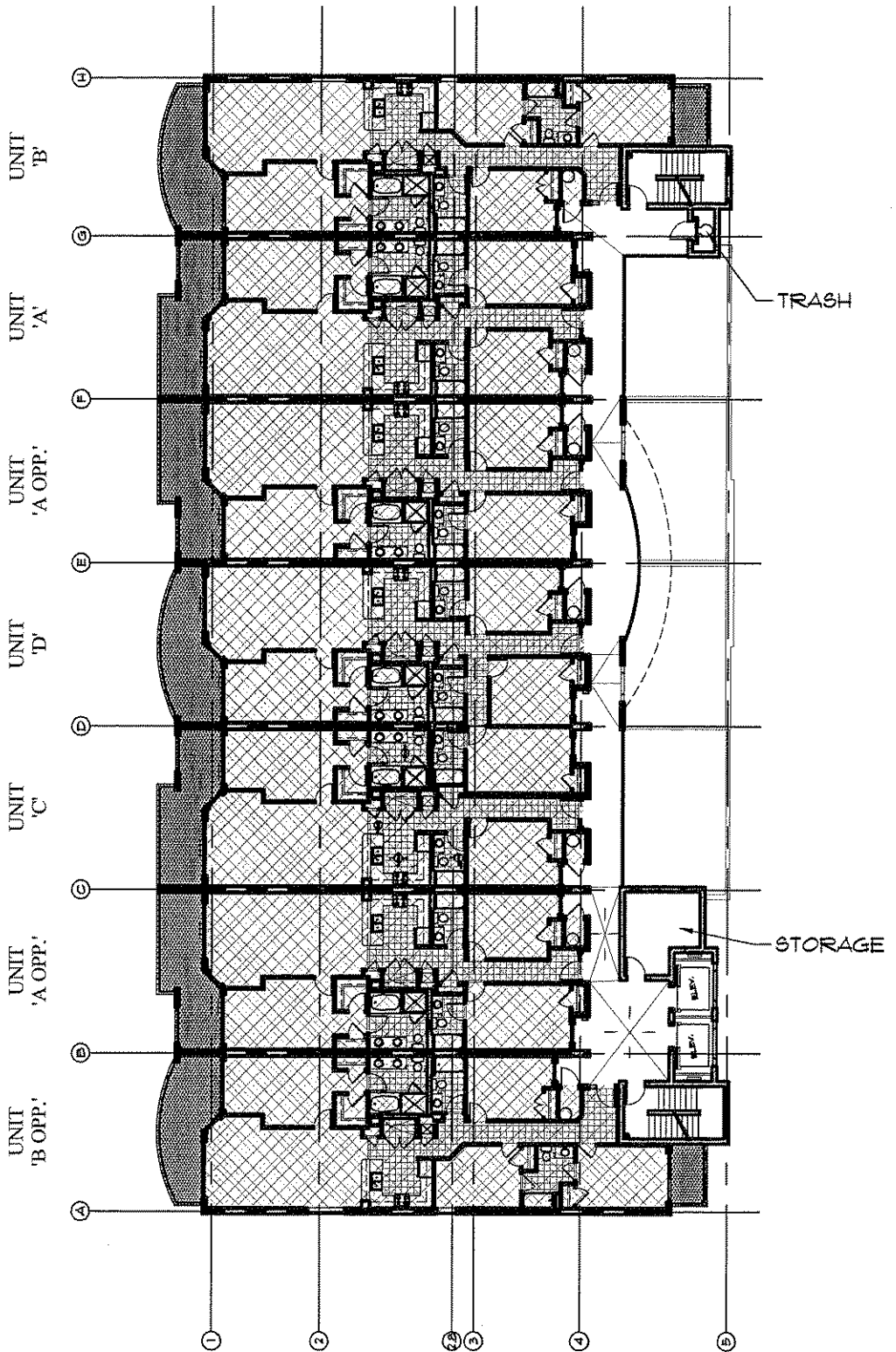
UNIT NUMBERS	1005
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UNIT NUMBERS	1004
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UNIT NUMBERS	1003
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UNIT NUMBERS	1002
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UNIT NUMBERS	1001
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BUILDING LEVEL TEN



SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

□ COMMON AREA	1,995 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▩ RESIDENTIAL AREA	11,490 sq. ft.
▧ RESIDENTIAL LIMITED COMMON AREA	1,539 sq. ft.
<b>TOTAL AREA</b>	<b>15,024 sq. ft.</b>

UNIT NUMBERS	11071
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UNIT NUMBERS	11076
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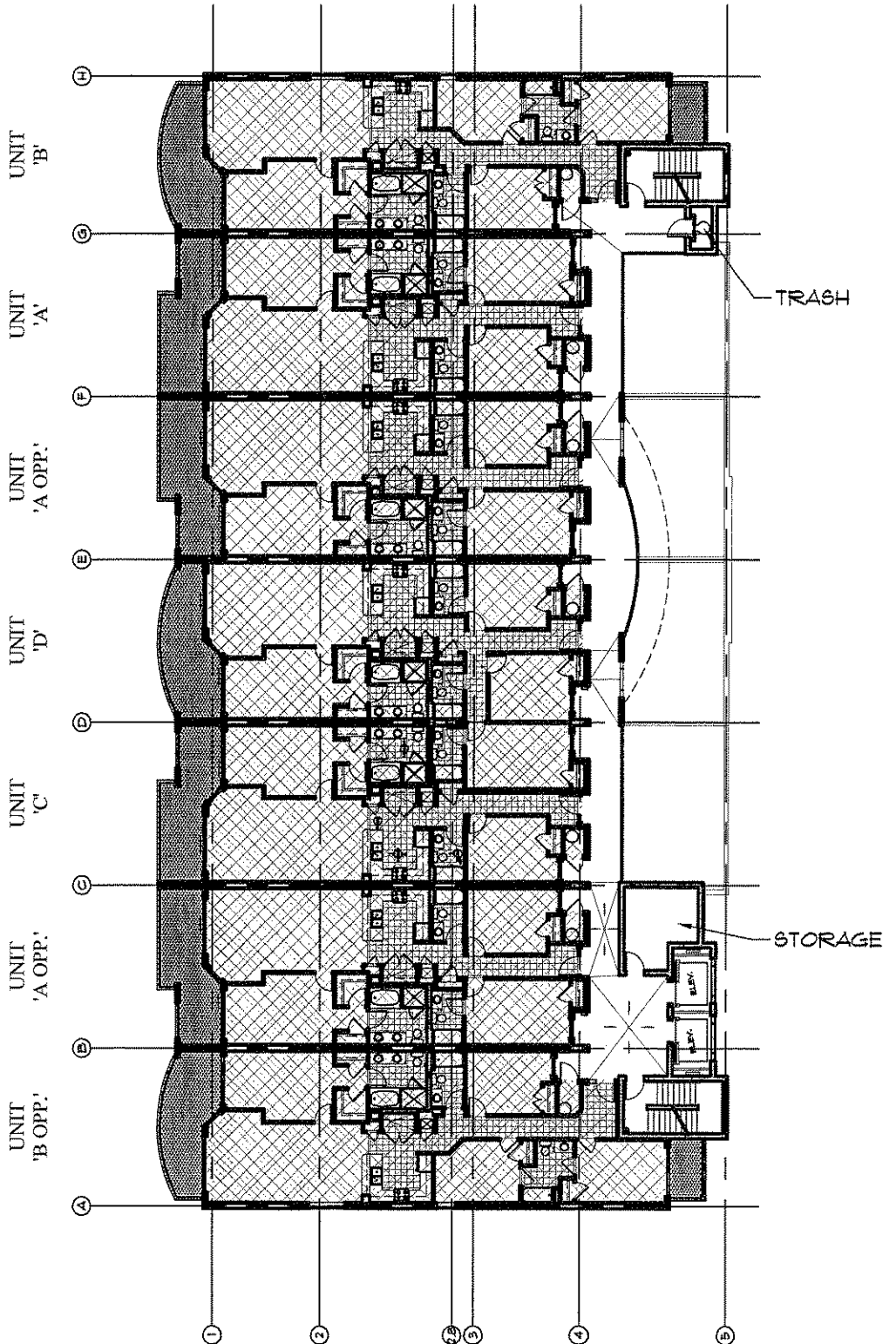
UNIT NUMBERS	11075
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UNIT NUMBERS	11074
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UNIT NUMBERS	11073
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UNIT NUMBERS	11072
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UNIT NUMBERS	11071
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BUILDING LEVEL ELEVEN



SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

□ COMMON AREA	1,995 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▧ RESIDENTIAL AREA	11,490 sq. ft.
■ RESIDENTIAL LIMITED COMMON AREA	1,539 sq. ft.
TOTAL AREA	15,024 sq. ft.

UNIT NUMBERS	1207
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UNIT NUMBERS	1206
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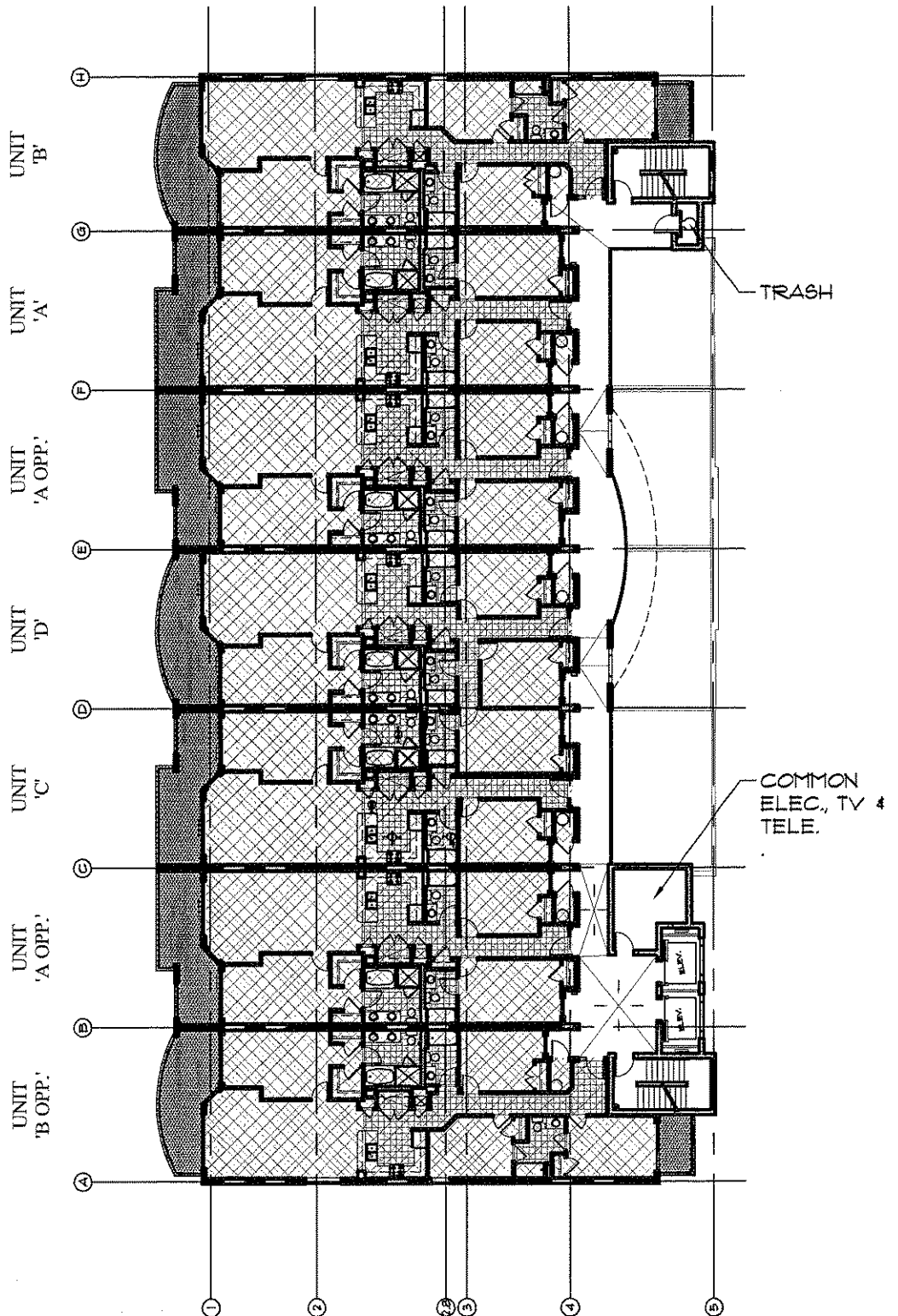
UNIT NUMBERS	1205
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UNIT NUMBERS	1204
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UNIT NUMBERS	1203
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UNIT NUMBERS	1202
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UNIT NUMBERS	1201
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BUILDING LEVEL TWELVE

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

□ COMMON AREA	1,935 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▩ RESIDENTIAL AREA	11,490 sq. ft.
▧ RESIDENTIAL LIMITED COMMON AREA	1,539 sq. ft.
TOTAL AREA	15,024 sq. ft.

UNIT NUMBERS	PH1
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UNIT NUMBERS	PH6
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UNIT NUMBERS	PH5
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UNIT NUMBERS	PH4
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UNIT NUMBERS	PH3
--------------	-----

UNIT NUMBERS	PH2
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UNIT NUMBERS	PH1
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UNIT 'B'

UNIT 'A'

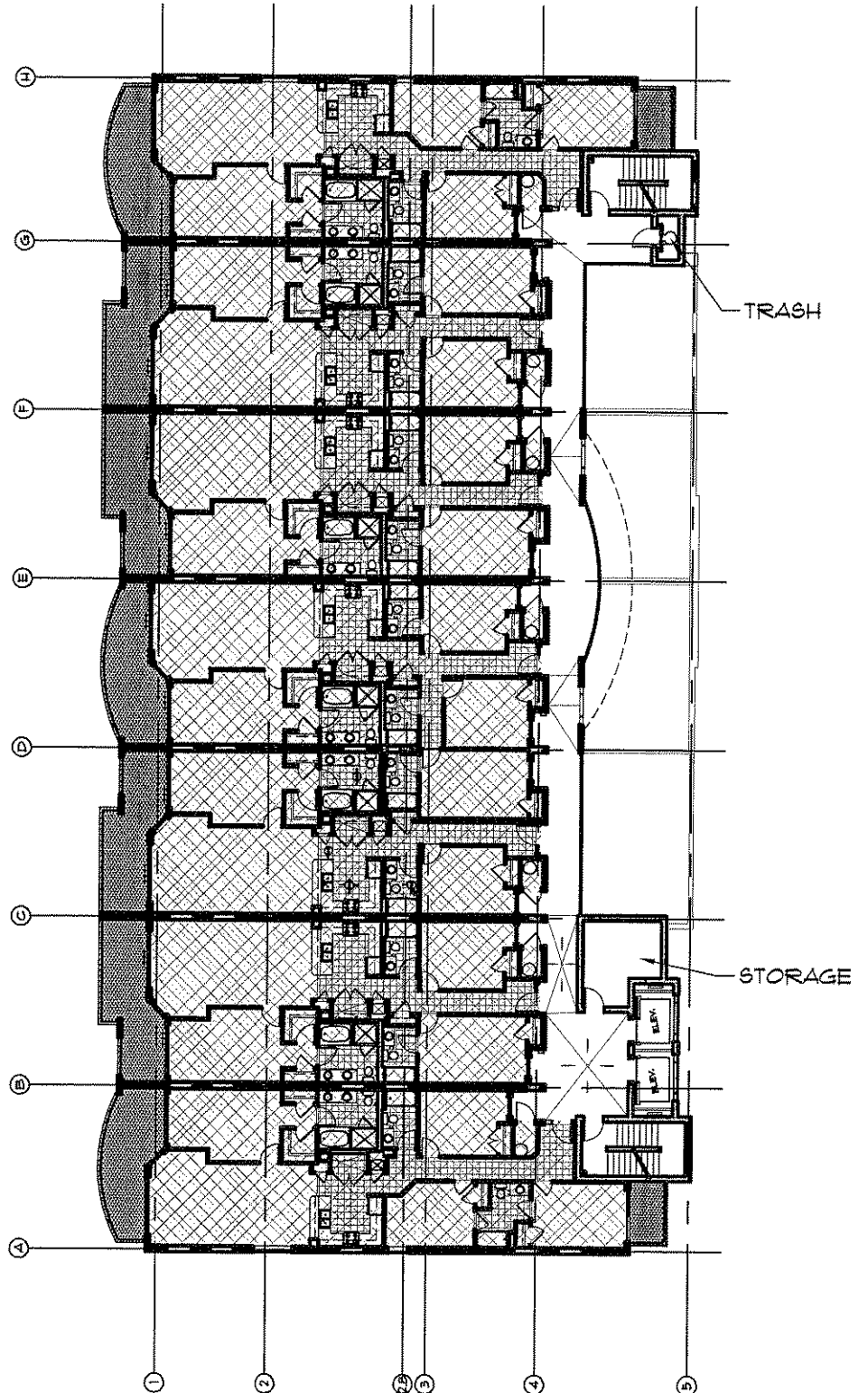
UNIT 'A OPP.'

UNIT 'D'

UNIT 'C'

UNIT 'A OPP.'

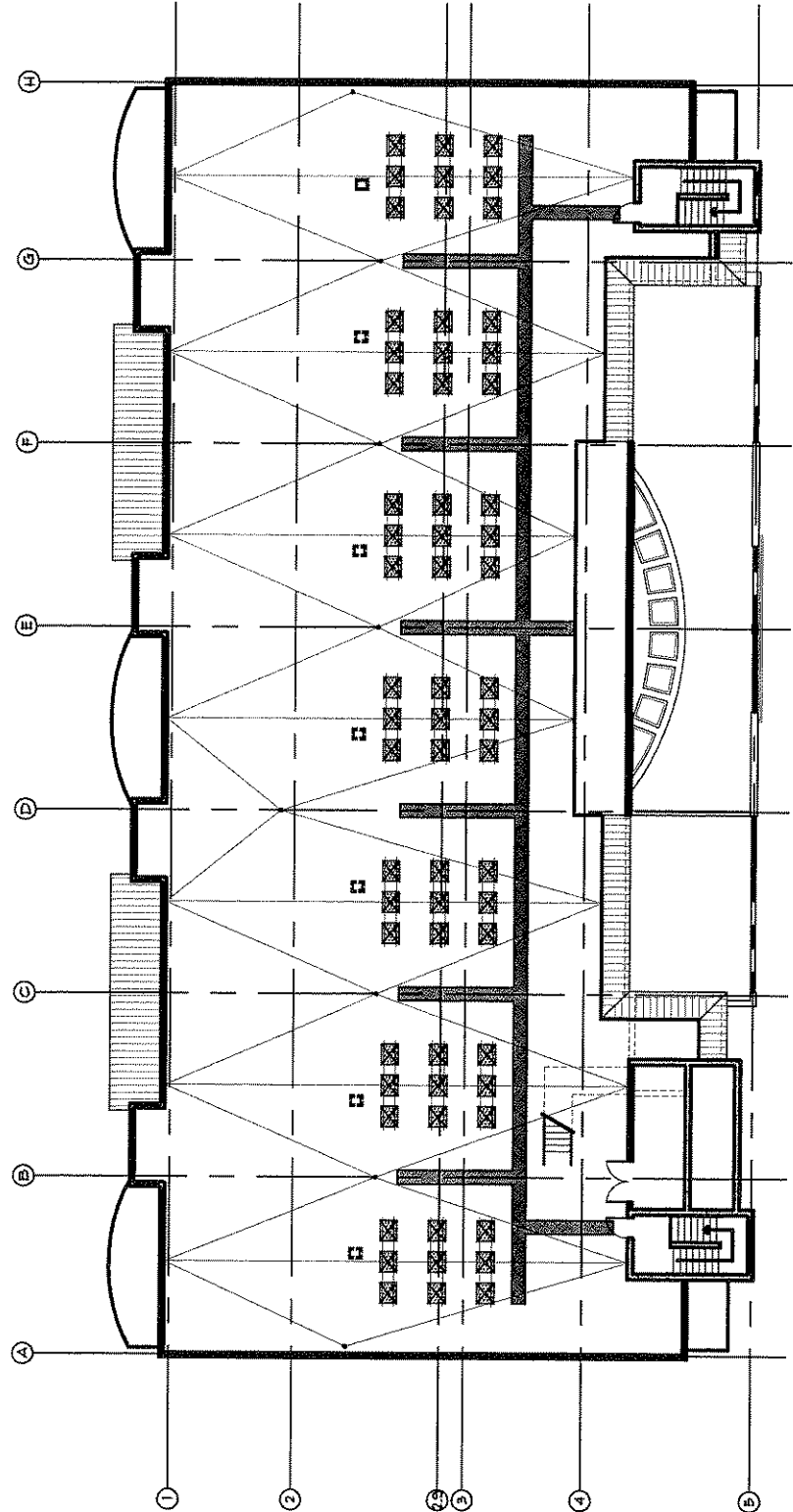
UNIT 'B OPP.'



BUILDING LEVEL THIRTEEN

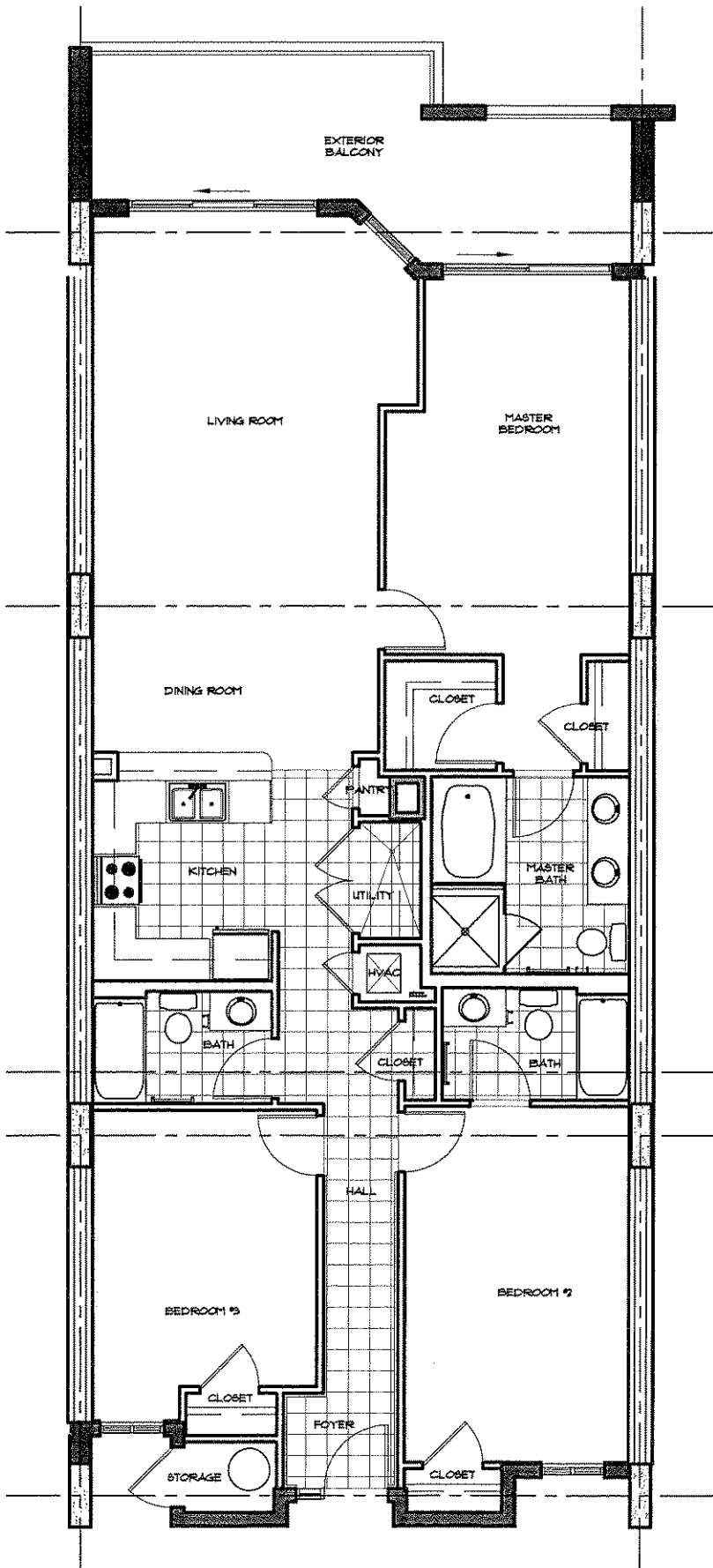
SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA

□ COMMON AREA	12,921 sq. ft.
▨ COMMERCIAL AREA	0 sq. ft.
▩ RESIDENTIAL AREA	0 sq. ft.
▧ RESIDENTIAL LIMITED COMMON AREA	567 sq. ft.
TOTAL AREA	13,488 sq. ft.



MAIN ROOF LEVEL

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA



UNIT NUMBERS

- 506
- 606
- 706
- 806
- 906
- 1006
- 1106
- 1206
- PH6

SQUARE FOOTAGE:

AREA SHOWN USING STD. ARCHITECTURAL MEASURING METHODS FROM CENTER OF INTERIOR WALL TO OUTSIDE OF EXTERIOR WALL.

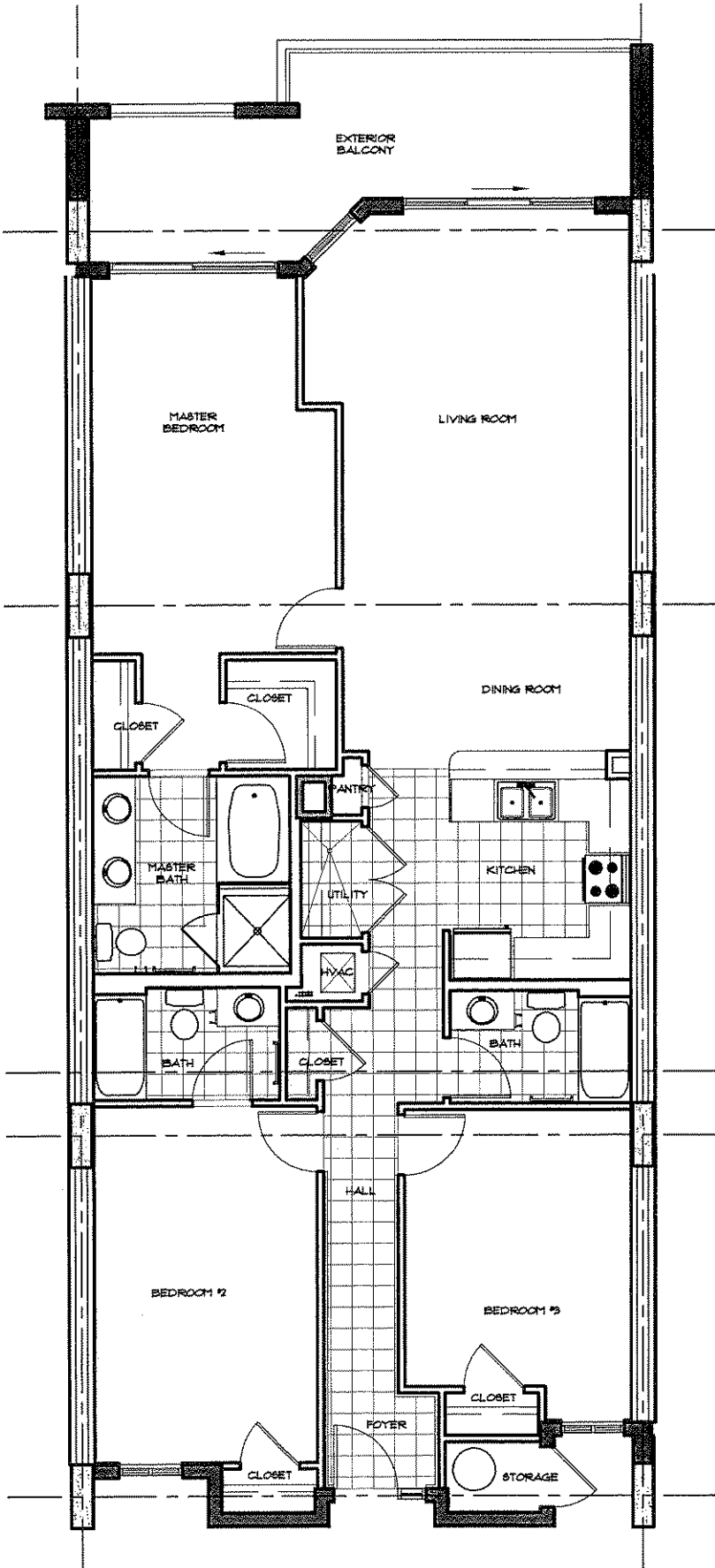
HEATED	1564 sq. ft.
BALCONY	206 sq. ft.
STORAGE	22 sq. ft.
TOTAL	1792 sq. ft.

AREA SHOWN BY CALCULATING FROM UNDECORATED OR UNFINISHED INTERIOR OF PERIMETER WALLS. AS SHOWN ON PLAN

HEATED	1458 sq. ft.
BALCONY	199 sq. ft.
STORAGE	15 sq. ft.
TOTAL	1672 sq. ft.

UNIT A

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLNIA



UNIT NUMBERS

502	505
602	605
702	705
802	805
902	905
1002	1005
1102	1105
1202	1205
PH2	PH5

SQUARE FOOTAGE:

AREA SHOWN USING STD. ARCHITECTURAL MEASURING METHODS FROM CENTER OF INTERIOR WALL TO OUTSIDE OF EXTERIOR WALL.

HEATED	1564 sq. ft.
BALCONY	206 sq. ft.
STORAGE	22 sq. ft.
TOTAL	1792 sq. ft.

AREA SHOWN BY CALCULATING FROM UNDECORATED OR UNFINISHED INTERIOR OF PERIMETER WALLS. AS SHOWN ON PLAN

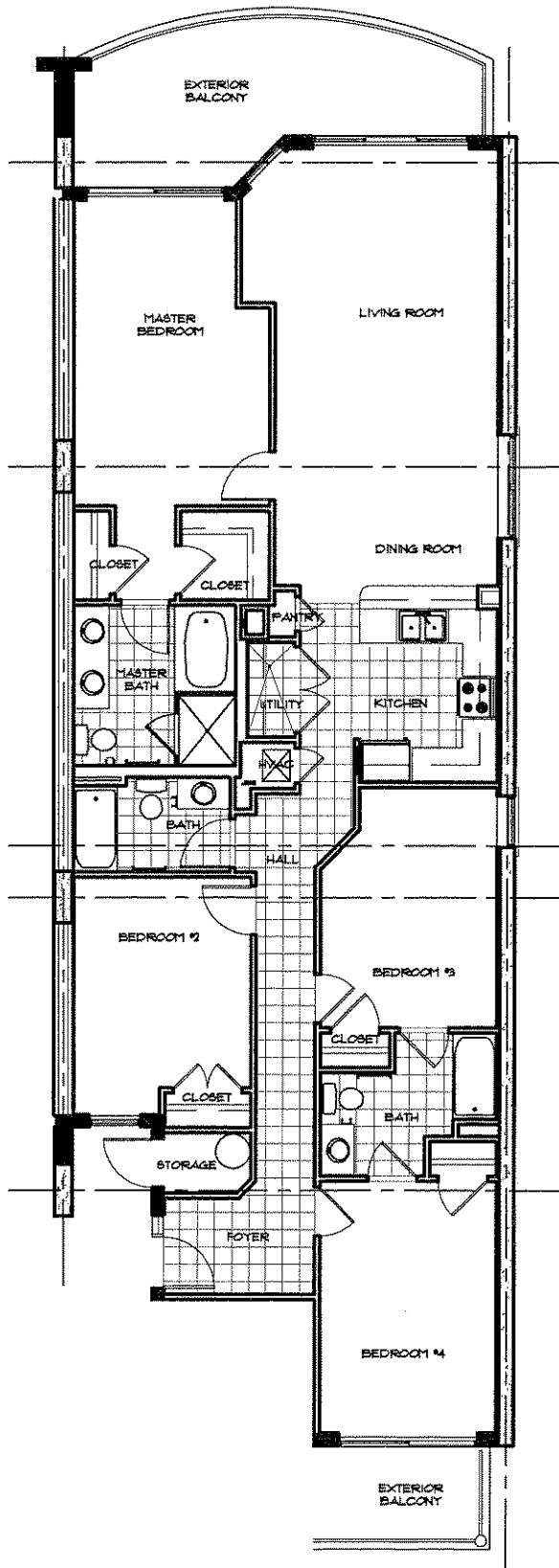
HEATED	1458 sq. ft.
BALCONY	199 sq. ft.
STORAGE	15 sq. ft.
TOTAL	1672 sq. ft.

UNIT A OPP.

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLNIA

UNIT NUMBERS

507  
607  
707  
807  
907  
1007  
1107  
1207  
PH7



SQUARE FOOTAGE:

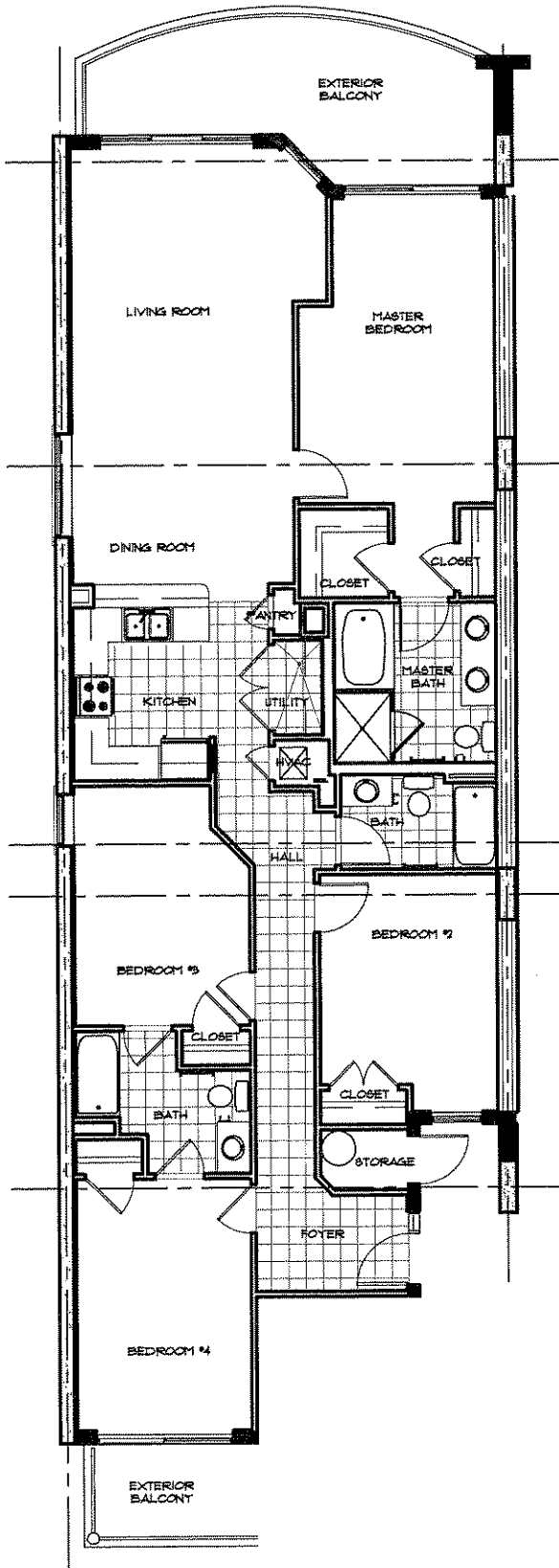
AREA SHOWN USING STD. ARCHITECTURAL MEASURING METHODS FROM CENTER OF INTERIOR WALL TO OUTSIDE OF EXTERIOR WALL.

HEATED	1751 sq. ft.
BALCONY	255 sq. ft.
STORAGE	22 sq. ft.
TOTAL	2028 sq. ft.

AREA SHOWN BY CALCULATING FROM UNDECORATED OR UNFINISHED INTERIOR OF PERIMETER WALLS. AS SHOWN ON PLAN

HEATED	1602 sq. ft.
BALCONY	251 sq. ft.
STORAGE	17 sq. ft.
TOTAL	1870 sq. ft.

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLNIA



UNIT NUMBERS

- 501
- 601
- 701
- 801
- 901
- 1001
- 1101
- 1201
- PH1

SQUARE FOOTAGE:

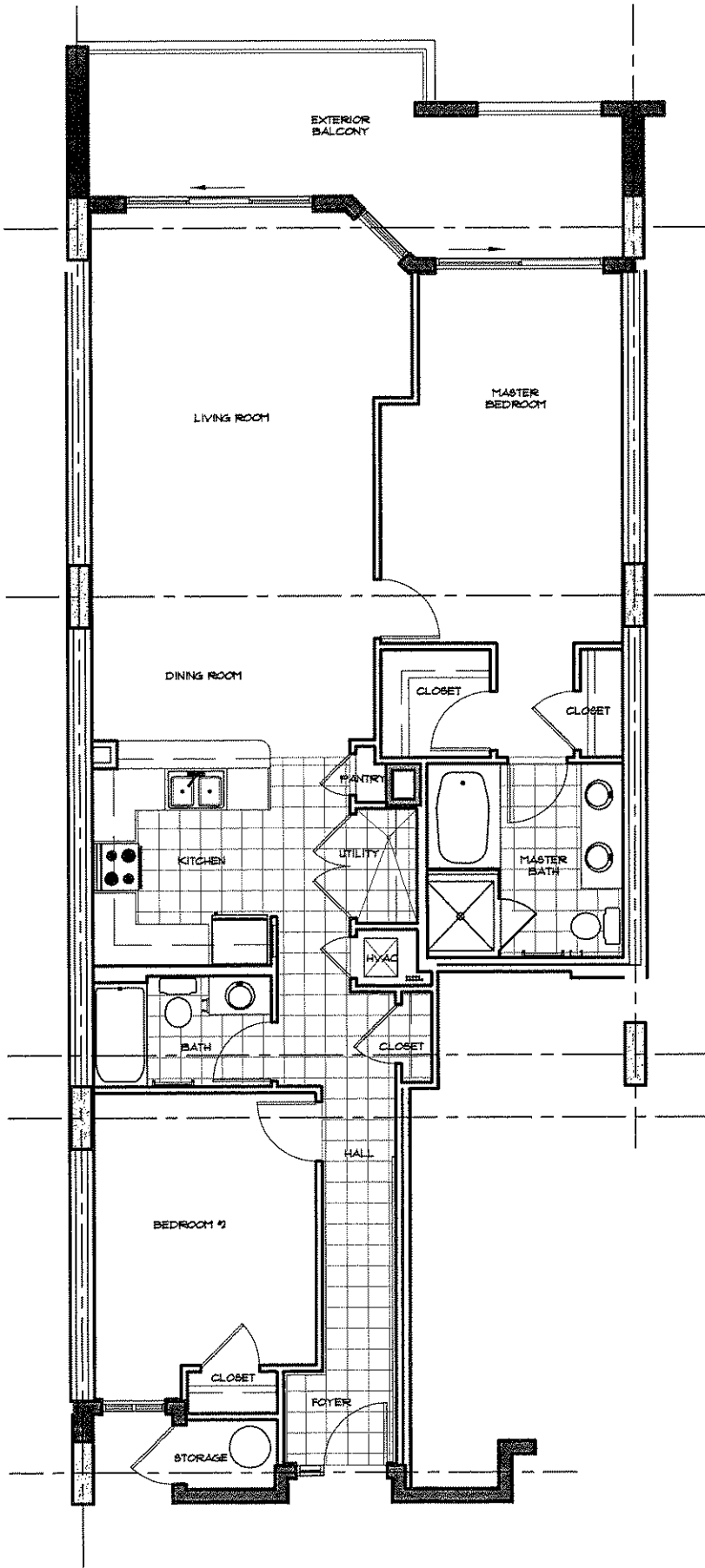
AREA SHOWN USING STD. ARCHITECTURAL MEASURING METHODS FROM CENTER OF INTERIOR WALL TO OUTSIDE OF EXTERIOR WALL.

HEATED	1751 sq. ft.
BALCONY	255 sq. ft.
STORAGE	22 sq. ft.
TOTAL	2028 sq. ft.

AREA SHOWN BY CALCULATING FROM UNDECORATED OR UNFINISHED INTERIOR OF PERIMETER WALLS, AS SHOWN ON PLAN

HEATED	1602 sq. ft.
BALCONY	251 sq. ft.
STORAGE	17 sq. ft.
TOTAL	1870 sq. ft.

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLNIA



UNIT NUMBERS

- 503
- 603
- 703
- 803
- 903
- 1003
- 1103
- 1203
- PH3

SQUARE FOOTAGE:

AREA SHOWN USING STD. ARCHITECTURAL MEASURING METHODS FROM CENTER OF INTERIOR WALL TO OUTSIDE OF EXTERIOR WALL.

HEATED	1299 sq. ft.
BALCONY	206 sq. ft.
STORAGE	22 sq. ft.
TOTAL	1527 sq. ft.

AREA SHOWN BY CALCULATING FROM UNDECORATED OR UNFINISHED INTERIOR OF PERIMETER WALLS. AS SHOWN ON PLAN

HEATED	1208 sq. ft.
BALCONY	199 sq. ft.
STORAGE	15 sq. ft.
TOTAL	1422 sq. ft.



SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLNIA

UNIT NUMBERS

- 504
- 604
- 704
- 804
- 904
- 1004
- 1104
- 1204
- PH4

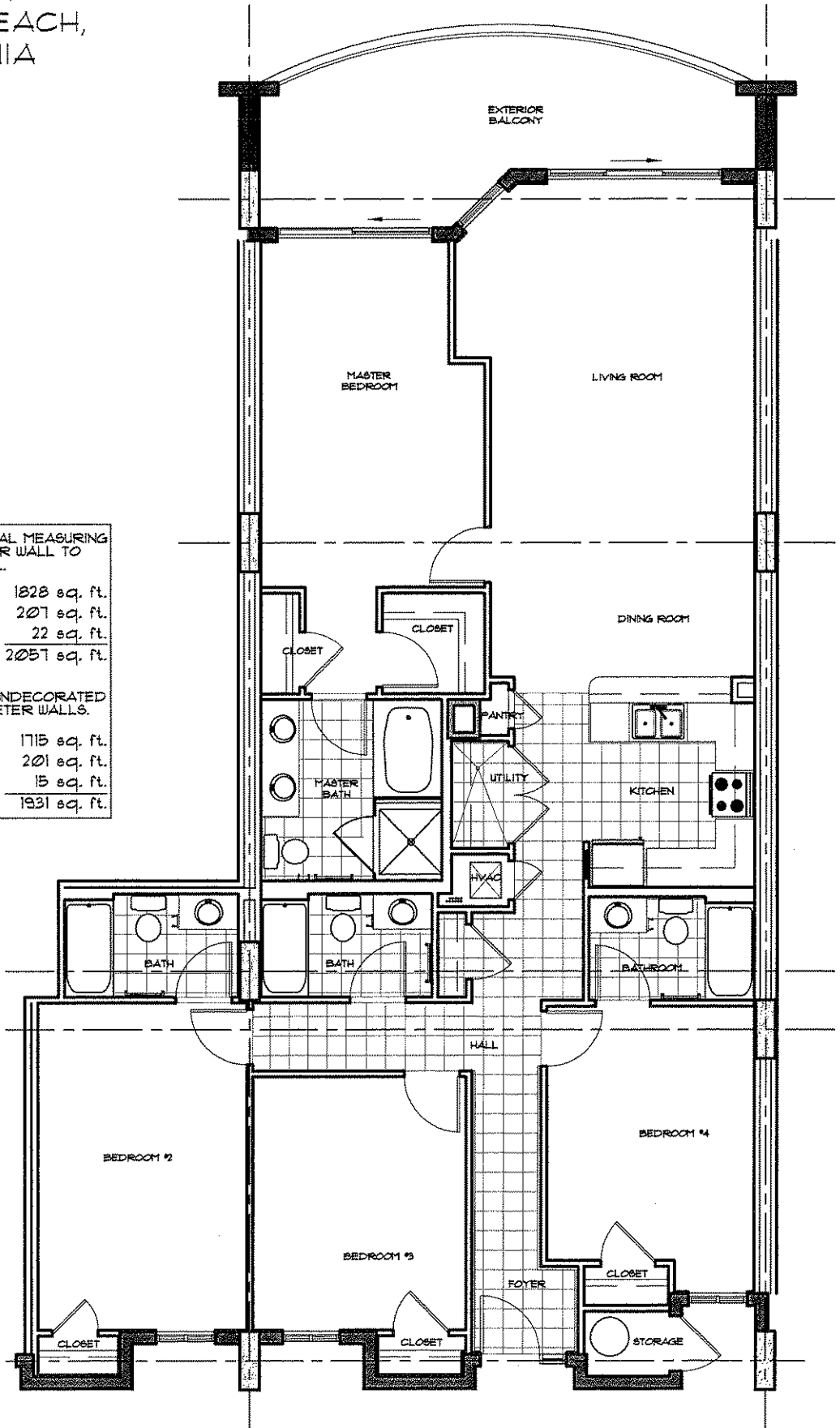
SQUARE FOOTAGE:

AREA SHOWN USING STD. ARCHITECTURAL MEASURING METHODS FROM CENTER OF INTERIOR WALL TO OUTSIDE OF EXTERIOR WALL.

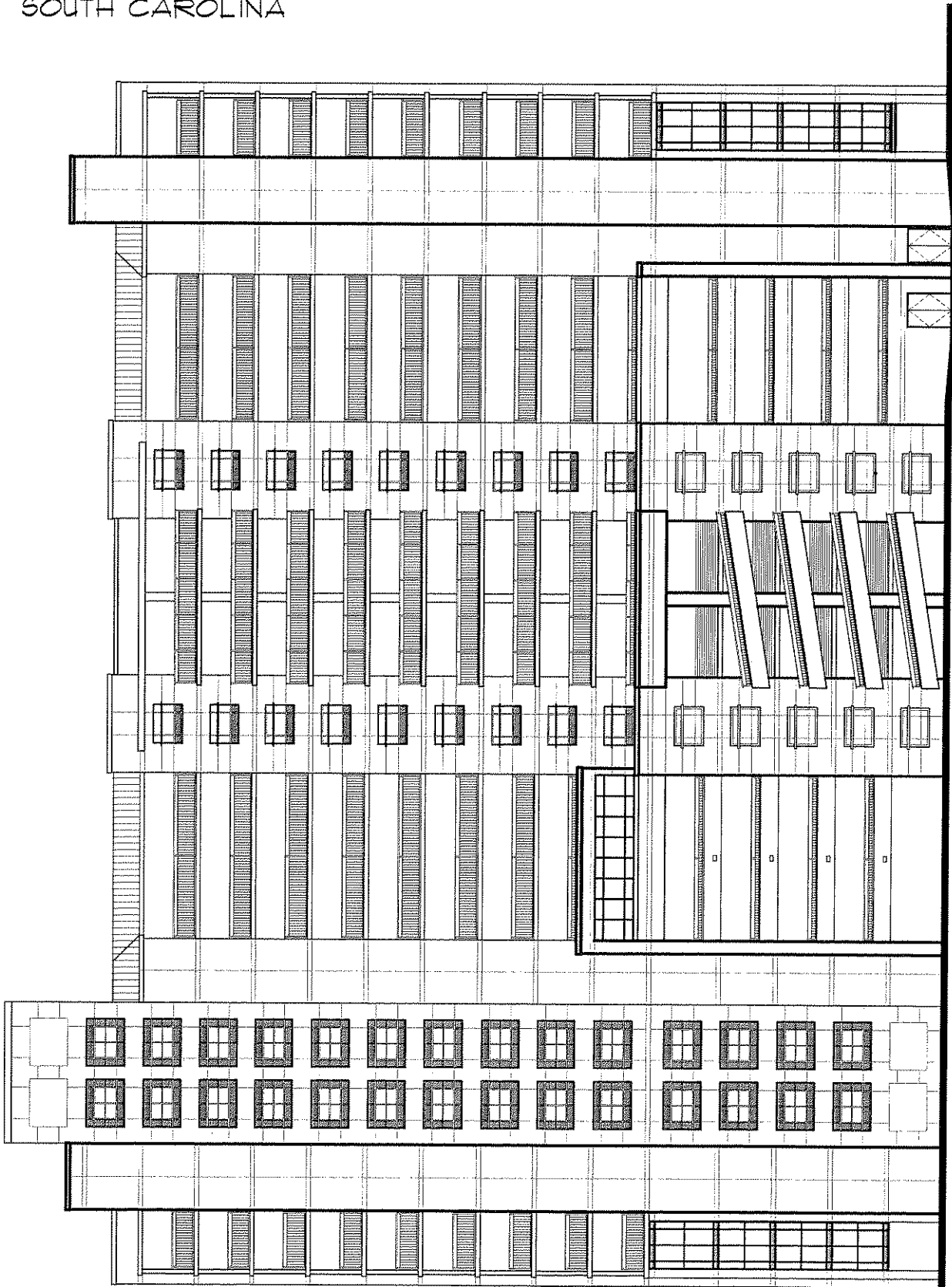
HEATED	1828 sq. ft.
BALCONY	207 sq. ft.
STORAGE	22 sq. ft.
TOTAL	2057 sq. ft.

AREA SHOWN BY CALCULATING FROM UNDECORATED OR UNFINISHED INTERIOR OF PERIMETER WALLS AS SHOWN ON PLAN

HEATED	1715 sq. ft.
BALCONY	201 sq. ft.
STORAGE	15 sq. ft.
TOTAL	1931 sq. ft.



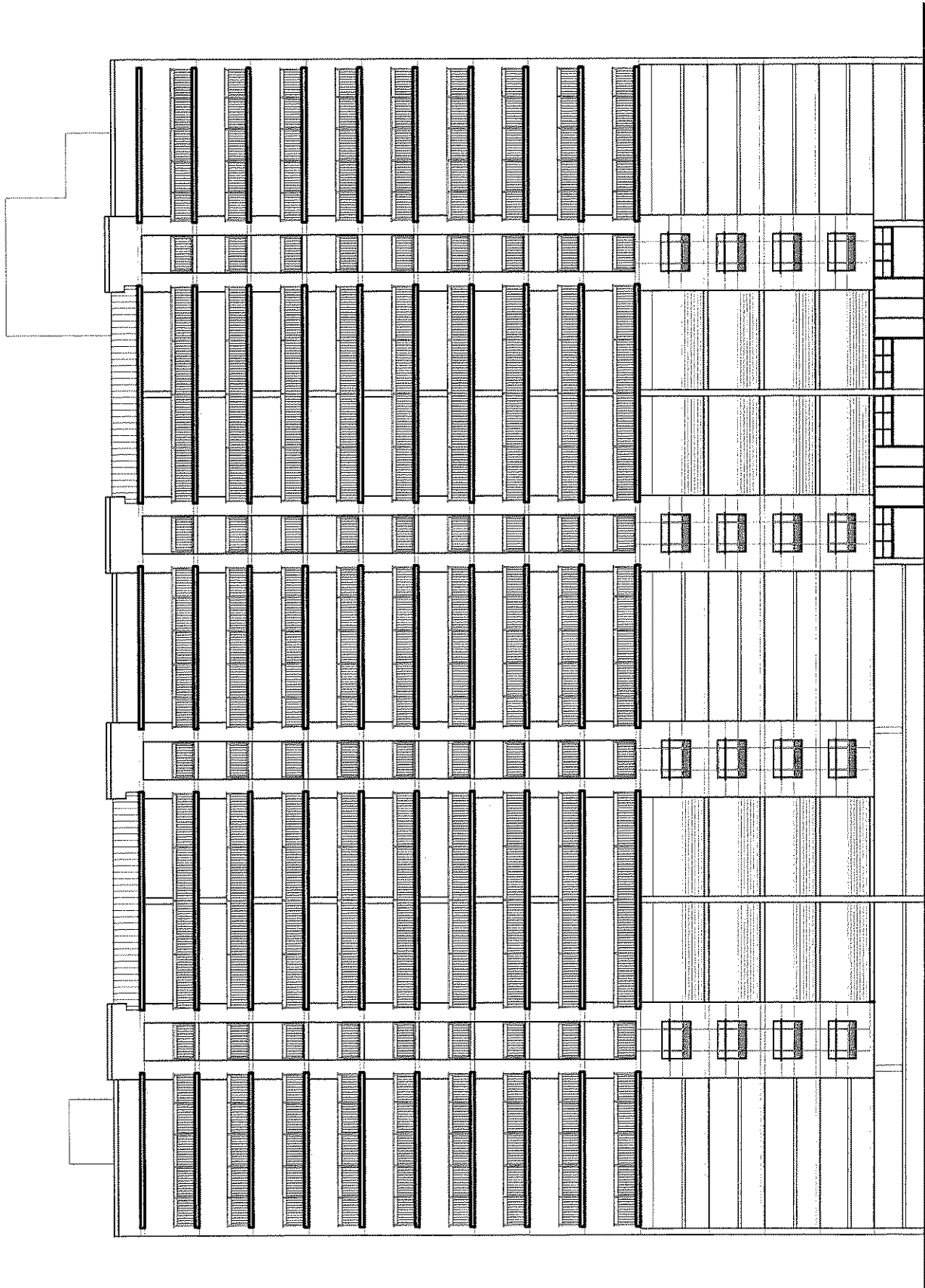
SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA



WEST ELEVATION

NTS

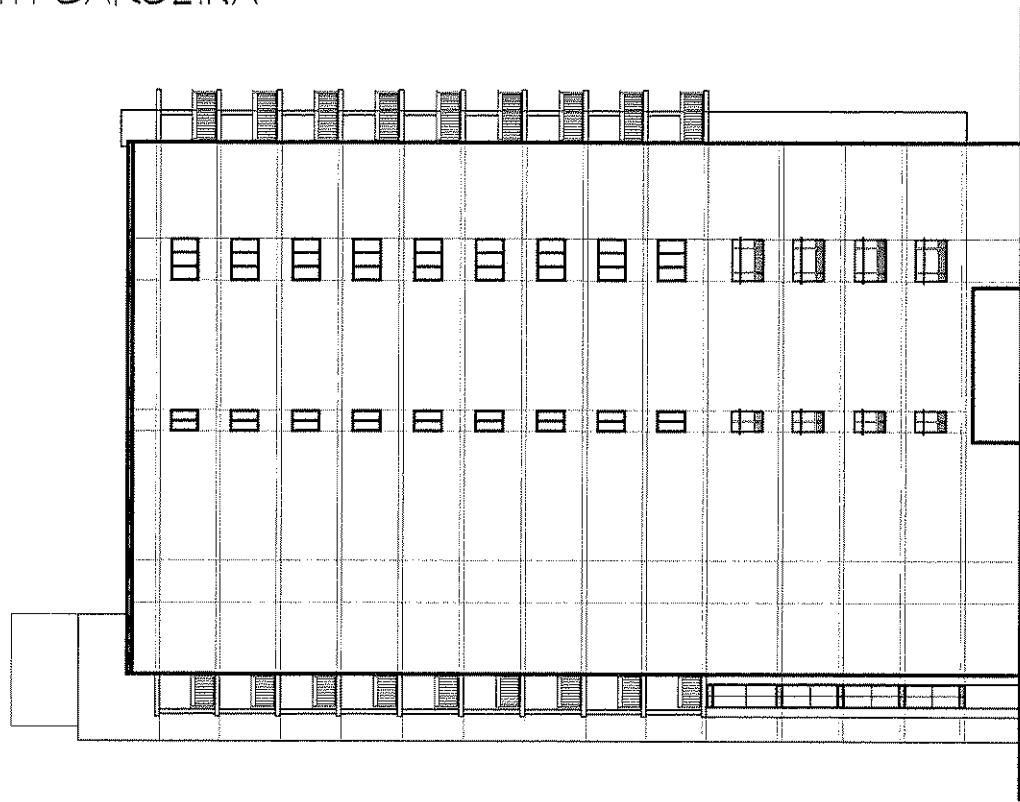
SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA



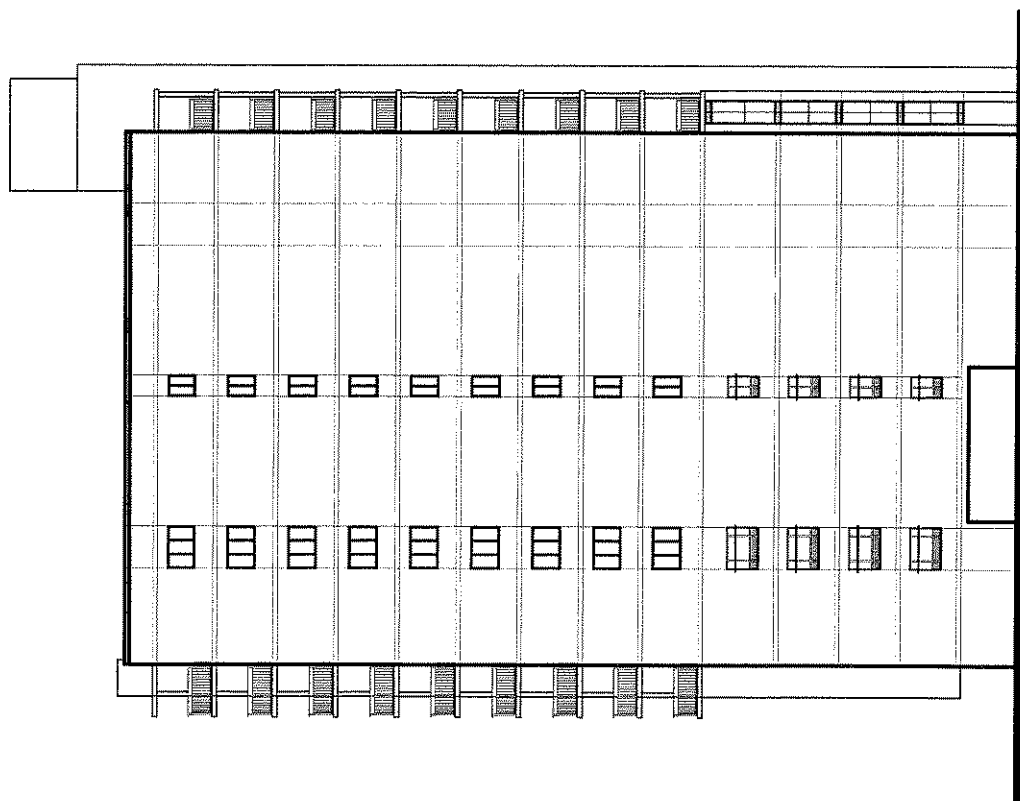
EAST ELEVATION

NTS

SOUTH SHORE VILLAS  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA



SOUTH ELEVATION  
NTS



NORTH ELEVATION  
NTS

**EXHIBIT "D"**  
Table of Values

Unit	Type	Qty.	Unit Square Foot	Total Unit Square Foot	% of Ownership per unit	% of Ownership per type
506, 606, 706, 806, 906, 1006, 1106, 1206, 1306	A	9	1,473	13,257	0.015426	0.138831
502, 602, 702, 802, 902, 1002, 1102, 1202, 1302, 505, 605, 705, 805, 905, 1005, 1105, 1205, 1305	A Opp	18	1,473	26,514	0.015426	0.277663
507, 607, 707, 807, 907, 1007, 1107, 1207, 1307	B	9	1,619	14,571	0.016955	0.152592
501, 601, 701, 801, 901, 1001, 1101, 1201, 1301	B Opp	9	1,619	14,571	0.016955	0.152592
503, 603, 703, 803, 903, 1003, 1103, 1203, 1303	C	9	1,223	11,007	0.012808	0.115269
504, 604, 704, 804, 904, 1004, 1104, 1204, 1304	D	9	1,730	15,570	0.018117	0.163054

**63**

**95,490**

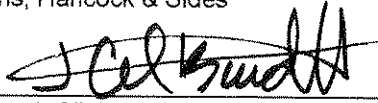
**1.000000**

**EXHIBIT "E"**  
TO MASTER DEED OF  
SOUTHSHORE VILLAS HORIZONTAL PROPERTY REGIME  
ARCHITECT'S CERTIFICATE

Pursuant to S. C. Code Ann. § 27-31-110 (1976), I certify that to the best of my knowledge the Regime plans described in the attached Exhibit "C" and the written description of the 63 Residential Apartments in SouthShore Villas Horizontal Property Regime (situate upon real estate described in the attached Exhibit "A"), fully depict the layout, dimensions, location, area and number identification of the Apartments and the General and Limited Common Elements of the Regime.

Jenkins, Hancock & Sides

By: \_\_\_\_\_

  
J. Clinton Burdett

Its: Architect

Architect's S.C. License No. 05248

Columbia, South Carolina  
This 11th day of March, 2005