

PHASE IV  
BROAD CREEK



KNOW ALL MEN BY THESE PRESENTS that THE UNIFLEX CORPORATION, for itself, its successors and assigns, hereby submits Phase 4 and the land and all improvements thereon, and to be constructed thereon, described in Exhibit A, attached hereto and, by reference, incorporated herein, to the Broad Creek Landing Horizontal Property Regime according and subject to the terms, provisions, covenants and restrictions contained in said Master Deed Establishing Broad Creek Landing Horizontal Property Regime, and the S.C. Code Ann. (1976), ss 27-31-10 through 27-31-300, Horizontal Property Act (Act) as it is now constituted and as it may from time to time be amended; provided, however, that such submission shall be and is further subject to the conditions, provisions and restrictions contained herein, all of which shall run with the land.

1. NAME: The property described herein shall hereafter be part of the Broad Creek Landing Horizontal Property Regime (Regime).

2. DESCRIPTION OF PROPERTY AND BUILDING: The land is described in Exhibit A. The Building is described in the plans referred to in Exhibit "C", attached hereto and, by reference, incorporated herein. There exists on the Phase 4 property eight (8) single-floor Apartments in a single two-level building with four (4) Apartments located on the ground level and four (4) Apartments located on the upper level. The Apartments are one bedroom/den with 2 baths each, and they have a total of 9,172 interior square feet, excluding porches.

3. GENERAL COMMON ELEMENTS: All portions of the Regime that are not Apartments are Common Elements. Those portions of the Common Elements that they are not assigned to certain Apartment or Apartments as set forth below, are hereby designated General Common Elements. In addition to those defined in the Act, the following shall be General Common Elements.

(a) All hallways, common storage areas, roads, driveways, parking areas, non-load bearing walls (except for those located entirely within an Apartment), swimming pool, tennis courts, decks (except for those portions of the decks hereinafter declared to be Limited Common Elements), reception/office building (including plumbing, heating, and ventilation equipment located in or serving such building) and common mailbox facilities, gatehouse, signs and grounds.

(b) Compartments for, and installations of, common telephone, television and/or cable television, sewer and sewer lift stations and equipment, irrigation lines, trash disposal facilities, and such other Common Elements as shall be designated in subsequent submissions.

4. LIMITED COMMON ELEMENTS: The Limited Common Elements appurtenant to each Apartment are hereby designated Limited Common Elements and reserved for the exclusive use of said Apartment or Apartments. The Limited Common Elements are as follows:

(a) The surface areas and railings of all decks and porches accessible by normal means solely from the a specific Apartment;

- (b) All material, including but not limited to, studs, sheetrock and plywood, attached to or on the inside surface of perimeter walls, floors and ceilings of a specific Apartment;
- (c) All doors, windows, screens, ventilation fans and vents located in the perimeter walls, floors or ceilings of a specific Apartment;
- (d) All air-handling units, condensers, ducts and components serving a specific Apartment and all water, power, telephone, television and cable television, electricity, plumbing, gas and sewer lines located in an Apartment or in the walls thereof; provided, however, that the portion of said lines located in a common compartment for, or installation of, such lines shall be General Common Elements as described above.

Such Limited Common Elements may be reassigned at any time and from time to time, provided that any and all such reassignments shall be made in accordance with the provisions of the Act and the Master Deed. A Common Element not previously assigned as a Limited Common Element may be so assigned upon (i) written application to the Council by the Apartment Owner or Apartment Owners for whose exclusive use such Limited Common Element is requested, (ii) the approval of Apartment Owners to which at least sixty-seven percent (67%) of the voting percentage of the Council is allocated, (iii) the consent of the First Mortgagees

holding mortgages on the Apartments to which fifty-one percent (51%) of the votes appertaining to Apartments subject to first-in-priority mortgages appertain, and (iv) so long as the Option to add any portion of the Additional Property to the Regime pursuant to Article III of the Master Deed is unexpired or Grantor owns any Apartment primarily for the purpose of sale, the consent of Grantor. Upon such application, approval and consent, the Board shall prepare and execute an Amendment to the Master Deed assigning the rights and obligations with respect to such limited Common Element. Such amendment shall be delivered and become effective in accordance with the provisions of the Act.

5. DESCRIPTION OF APARTMENTS: An Apartment (as defined in the Act) is generally described and each type of Apartment is specifically described in Exhibit E, attached hereto and, by reference, incorporated herein. The graphic description and area of each Apartment is shown in Exhibit C. The location within the Building and number of each Apartment is shown in Exhibit G, attached hereto and, by reference, incorporated herein.

6. PLOT PLANS AND FLOOR PLANS: The plot plan showing the location of the Building and other improvements is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30 at Page 122. The floor plans showing the dimensions and area of each type of Apartment are shown by Exhibit C. The floor plans showing the dimensions, areas and locations of General Common Elements affording access to each Apartment are identified by Exhibit C.

7. PERCENTAGE OF OWNERSHIP: The value of each Apartment, the value of all Apartments and the percentage of ownership for purposes of ownership of the General Common Elements and liability for Common Expenses, assessments and voting are shown in Exhibit E, attached hereto and, by reference, incorporated herein.

8. This Amendment to the Master Deed establishing Broad Creek Landing Horizontal Property Regime shall subject Phase 4 of Broad Creek Landing to all the rights, benefits and limitations of the covenants, restrictions and warranties contained in the Master Deed.

9. This Amendment shall also serve as the Declaration described in Article III, section 3.2 of the Master Deed establishing Broad Creek Landing Horizontal Property Regime. But the filing of this Amendment shall not preclude or be deemed to have waived the right of Grantor to submit additional portions of the Additional Property to the Regime in accordance with the provisions of the Master Deed.



EXHIBIT "A"

## THIRD AMENDMENT TO MASTER DEED FOR

BROAD CREEK LANDING  
HORIZONTAL PROPERTY REGIME

## LEGAL DESCRIPTION OF PHASE 4 PROPERTY

ALL that certain piece, parcel or tract of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as Phase 2, containing 0.60 acres, more or less, on a plat thereof entitled "An As Built Survey for Tract 1-A, Phases 1-6", prepared by Josiah M. Williams, III, S.C. Reg. No. 7626, of Gifford, Neilson and Williams, dated March 18, 1982, recorded in the Office of the Clerk of Court for Beaufort county, South Carolina, in Plat Book 30 at Page 122. For a more detailed description as to metes, bounds and distances reference to said plat of record dmay be had.

THE WITHIN property is conveyed subject to all easements, covenants, restrictions, etc. of record in the Office of the Clerk of Court for Beaufort County, South Carolina and is further conveyed subject to a certain Reciprocal Easement and Joint Use Agreement dated January 6, 1982, which said Agreement is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 339 at Page 1127.

FURTHER amplification and not in limitation of the above provisions, the within property is conveyed subject to all covenants, restrictions, easements, assessments, options and other provisions as recorded in Beaufort County Deed Book 291 at Page 678, Deed Book 78 at Page 306, as amended in Deed Book 274 at Page 1273, Deed Book 291 at Page 682 and as recorded in Beaufort County Plat Book 21 at Page 113, Plat Book 22 at Page 119, and in Plat Book 13 at Page 64.

Grantor expressly SAVES AND EXCEPTS unto itself, its successors and assigns, and its grantees, their heirs, successors and assigns, the non-exclusive right of ingress and egress over all roadways, walkways, and parking areas presently and hereinafter constructed over and across the property designated as Phase 1 on the above-described plat.



EXHIBIT "E"

BROAD CREEK LANDING  
HORIZONTAL PROPERTY REGIME

CO-OWNER PERCENTAGE INTEREST IN THE COMMON ELEMENTS

The values of each Apartment in Phase 4 shall be fixed at equal amounts for computing the percentage interest in the Common Elements. The equal values are fixed for the sole purpose of such computations irrespective of the actual value of any Apartments. Because the Apartments have equal values (for the sole purpose of computations herein), each Co-Owner will have an equal percentage ownership in the Common Elements at the time of the addition of each Phase to the Regime.

The percentage of undivided interest in the Common Elements appurtenant to each Apartment at the time of the addition of each proposed Phase to the Broad Creek Landing Horizontal Property Regime is as follows:

<u>Apt. No.</u>	<u>Value</u>	<u>% Interest After Phase 4</u>	<u>After Phase 5</u>
25	\$ 82,000	3.125%	2.452%
26	\$ 82,000	3.125%	2.452%
27	\$ 82,000	3.125%	2.452%
28	\$ 82,000	3.125%	2.452%
29	\$ 82,000	3.125%	2.452%
30	\$ 82,000	3.125%	2.452%
31	\$ 82,000	3.125%	2.452%
32	\$ 82,000	3.125%	2.452%
	\$ 656,000	25.000%	19.616%

<u>Apt. No.</u>	<u>After Phase 6</u>	<u>After Phase 7</u>	<u>After Phase 8</u>
25	2.050%	1.761%	1.544%
26	2.050%	1.761%	1.544%
27	2.050%	1.761%	1.544%
28	2.050%	1.761%	1.544%
29	2.050%	1.761%	1.544%
30	2.050%	1.761%	1.544%
31	2.050%	1.761%	1.544%
32	2.050%	1.761%	1.544%
	16.400%	14.088%	12.352%

<u>Apt. No.</u>	<u>After Phase 9</u>	<u>After Phase 10</u>	<u>After Phase 11</u>
25	1.374%	1.238%	1.126%
26	1.374%	1.238%	1.126%
27	1.374%	1.238%	1.126%
28	1.374%	1.238%	1.126%
29	1.374%	1.238%	1.126%
30	1.374%	1.238%	1.126%
31	1.374%	1.238%	1.126%
32	1.374%	1.238%	1.126%
	10.992%	9.904%	9.008%

<u>Apt. No.</u>	<u>After Phase 12</u>	<u>After Phase 13</u>	<u>After Phase 14</u>
25	1.033%	.954%	.887%
26	1.033%	.954%	.887%
27	1.033%	.954%	.887%
28	1.033%	.954%	.887%
29	1.033%	.954%	.887%
30	1.033%	.954%	.887%
31	1.033%	.954%	.887%
32	<u>1.033%</u>	<u>.954%</u>	<u>.887%</u>
	8.264%	7.632%	7.096%

<u>Apt. No.</u>	<u>After Phase 15</u>	<u>After Phase 16</u>	<u>After Phase 17</u>
25	.828%	.777%	.731%
26	.828%	.777%	.731%
27	.828%	.777%	.731%
28	.828%	.777%	.731%
29	.828%	.777%	.731%
30	.828%	.777%	.731%
31	.828%	.777%	.731%
32	<u>.828%</u>	<u>.777%</u>	<u>.731%</u>
	6.624%	6.216%	5.848%

<u>Apt. No.</u>	<u>After Phase 18</u>	<u>After Phase 19</u>	<u>After Phase 20</u>
25	.691%	.655%	.622%
26	.691%	.655%	.622%
27	.691%	.655%	.622%
28	.691%	.655%	.622%
29	.691%	.655%	.622%
30	.691%	.655%	.622%
31	.691%	.655%	.622%
32	<u>.691%</u>	<u>.655%</u>	<u>.622%</u>
	5.528%	5.240%	4.976%

<u>Apt. No.</u>	<u>After Phase 21</u>	<u>After Phase 22</u>	<u>After Phase 23</u>
25	.592%	.566%	.541%
26	.592%	.566%	.541%
27	.592%	.566%	.541%
28	.592%	.566%	.541%
29	.592%	.566%	.541%
30	.592%	.566%	.541%
31	.592%	.566%	.541%
32	<u>.592%</u>	<u>.566%</u>	<u>.541%</u>
	4.736%	4.528%	4.328%

1285

<u>Apt. No.</u>	<u>After Phase 24</u>	<u>After Phase 25</u>	<u>After Phase 26</u>
25	.519%	.498%	.479%
26	.519%	.498%	.479%
27	.519%	.498%	.479%
28	.519%	.498%	.479%
29	.519%	.498%	.479%
30	.519%	.498%	.479%
31	.519%	.498%	.479%
32	.519%	.498%	.479%
	4.152%	3.984%	3.832%

<u>Apt. No.</u>	<u>After Phase 27</u>	<u>After Phase 28</u>	<u>After Phase 29</u>
25	.461%	.445%	.430%
26	.461%	.445%	.430%
27	.461%	.445%	.430%
28	.461%	.445%	.430%
29	.461%	.445%	.430%
30	.461%	.445%	.430%
31	.461%	.445%	.430%
32	.461%	.445%	.430%
	3.688%	3.560%	3.440%

<u>Apt. No.</u>	<u>After Phase 30</u>	<u>After Phase 31</u>	<u>After Phase 32</u>
25	.415%	.402%	.389%
26	.415%	.402%	.389%
27	.415%	.402%	.389%
28	.415%	.402%	.389%
29	.415%	.402%	.389%
30	.415%	.402%	.389%
31	.415%	.402%	.389%
32	.415%	.402%	.389%
	3.320%	3.216%	3.112%

<u>Apt. No.</u>	<u>After Phase 33</u>	<u>After Phase 34</u>	<u>After Phase 35</u>
25	.378%	.367%	.356%
26	.378%	.367%	.356%
27	.378%	.367%	.356%
28	.378%	.367%	.356%
29	.378%	.367%	.356%
30	.378%	.367%	.356%
31	.378%	.367%	.356%
32	.378%	.367%	.356%
	3.024%	2.936%	2.848%

<u>Apt. No.</u>	<u>After Phase 36</u>	<u>After Phase 37</u>	<u>After Phase 38</u>
25	.346%	.337%	.328%
26	.346%	.337%	.328%
27	.346%	.337%	.328%
28	.346%	.337%	.328%
29	.346%	.337%	.328%
30	.346%	.337%	.328%
31	.346%	.337%	.328%
32	<u>.346%</u>	<u>.337%</u>	<u>.328%</u>
	2.768%	2.696%	2.624%

<u>Apt. No.</u>	<u>After Phase 39</u>	<u>After Phase 40</u>	<u>Afer Phase 41</u>
25	.320%	.312%	.304%
26	.320%	.312%	.304%
27	.320%	.312%	.304%
28	.320%	.312%	.304%
29	.320%	.312%	.304%
30	.320%	.312%	.304%
31	.320%	.312%	.304%
32	<u>.320%</u>	<u>.312%</u>	<u>.304%</u>
	2.560%	2.496%	2.432%

<u>Apt. No.</u>	<u>After Phase 42</u>	<u>After Phase 43</u>	<u>After Phase 44</u>
25	.297%	.290%	.283%
26	.297%	.290%	.283%
27	.297%	.290%	.283%
28	.297%	.290%	.283%
29	.297%	.290%	.283%
30	.297%	.290%	.283%
31	.297%	.290%	.283%
32	<u>.297%</u>	<u>.290%</u>	<u>.283%</u>
	2.376%	2.320%	2.264%

<u>Apt. No.</u>	<u>After Phase 45</u>	<u>After Phase 46</u>	<u>After Phase 47</u>
25	.277%	.271%	.265%
26	.277%	.271%	.265%
27	.277%	.271%	.265%
28	.277%	.271%	.265%
29	.277%	.271%	.265%
30	.277%	.271%	.265%
31	.277%	.271%	.265%
32	<u>.277%</u>	<u>.271%</u>	<u>.265%</u>
	2.216%	2.168%	2.120%

<u>Apt. No.</u>	<u>After Phase 48</u>	<u>After Phase 49</u>	<u>After Phase 50</u>
25	.260%	.255%	.250%
26	.260%	.255%	.250%
27	.260%	.255%	.250%
28	.260%	.255%	.250%
29	.260%	.255%	.250%
30	.260%	.255%	.250%
31	.260%	.255%	.250%
32	<u>.260%</u>	<u>.255%</u>	<u>.250%</u>
	2.080%	2.040%	2.000%

<u>Apt. No.</u>	<u>After Phase 51</u>	<u>After Phase 52</u>	<u>After Phase 53</u>
25	.245%	.240%	.235%
26	.245%	.240%	.235%
27	.245%	.240%	.235%
28	.245%	.240%	.235%
29	.245%	.240%	.235%
30	.245%	.240%	.235%
31	.245%	.240%	.235%
32	<u>.245%</u>	<u>.240%</u>	<u>.235%</u>
	1.960%	1.920%	1.880%

<u>Apt. No.</u>	<u>After Phase 54</u>	<u>After Phase 55</u>	<u>After Phase 56</u>
25	.231%	.227%	.223%
26	.231%	.227%	.223%
27	.231%	.227%	.223%
28	.231%	.227%	.223%
29	.231%	.227%	.223%
30	.231%	.227%	.223%
31	.231%	.227%	.223%
32	<u>.231%</u>	<u>.227%</u>	<u>.223%</u>
	1.848%	1.816%	1.784%

<u>Apt. No.</u>	<u>After Phase 57</u>	<u>After Phase 58</u>	<u>After Phase 59</u>
25	.219%	.215%	.212%
26	.219%	.215%	.212%
27	.219%	.215%	.212%
28	.219%	.215%	.212%
29	.219%	.215%	.212%
30	.219%	.215%	.212%
31	.219%	.215%	.212%
32	<u>.219%</u>	<u>.215%</u>	<u>.212%</u>
	1.752%	1.720%	1.696%

<u>Apt. No.</u>	<u>After Phase 60</u>	<u>After Phase 61</u>	<u>After Phase 62</u>
25	.208%	.205%	.201%
26	.208%	.205%	.201%
27	.208%	.205%	.201%
28	.208%	.205%	.201%
29	.208%	.205%	.201%
30	.208%	.205%	.201%
31	.208%	.205%	.201%
32	<u>.208%</u>	<u>.205%</u>	<u>.201%</u>
	1.664%	1.640%	1.608%

<u>Apt. No.</u>	<u>After Phase 63</u>
25	.198%
26	.198%
27	.198%
28	.198%
29	.198%
30	.198%
31	.198%
32	<u>.198%</u>
	1.584%

BROAD CREEK LANDING - PHASE 4  
HORIZONTAL PROPERTY REGIME

## DESCRIPTION OF APARTMENTS

The Apartments include (a) the space enclosed by the unfinished surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space; (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions); and (c) the decorated inner surfaces of said perimeter and interior walls (including the decorated inner surfaces of all interior load-bearing walls) and floors, ceilings, consisting (as the case may be) of paint, gypsum board, carpeting, tiles and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any dwelling space, commencing at the point of disconnection from the structural body of the building and for utility lines, pipes or systems serving the dwelling space. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular dwelling space of the building, nor any property of any kind, including fixtures and appliances within any Apartment, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to be a part of any Apartment.

There are eight (8) one bedroom/den apartments in one building. Four (4) Apartments are upstairs, and four (4) are downstairs. With the exception of the entries, the Apartments are essentially identical, adjoining units being mirror images of each other. The downstairs Apartments contain approximately 1051 feet plus a screened porch containing approximately 99 square feet. The upstairs Apartments contain approximately 1242 square feet plus a screened porch containing approximately 99 square feet. The downstairs Apartment is entered via a covered

stair, to a covered deck, through the entry door, to a foyer measuring approximately 4'11" x 6'6". The foyer provides access to a closet approximately 6'6" x 3' and to the living room/dining room measuring approximately 12'10" x 25'3". Leading off the living room/dining room is a screened porch, a den/bedroom and a hall. The covered screened porch measures approximately 12'10" x 7'8½" and is entered through sliding glass doors. The den/bedroom contains approximately 142 square feet and is entered from the living room/dining room or the hall, or both. The hall provides access to the kitchen, laundry room, bath number 2, and the master suite. The kitchen contains approximately 84 square feet and is equipped with a dishwasher, disposal, frost free refrigerator with icemaker, range with self-cleaning oven and vented hood, all electric. The laundry room contains approximately 44 square feet and is equipped with washer and electrical dryer connections. Bath number 2 contains approximately 41 square feet. The master bedroom contains approximately 148 square feet. The master bath contains approximately 40 square feet. The master bedroom closet contains approximately 29 square feet.

The upstairs Apartment is entered via covered stairs, to a covered deck through the entry floor to a foyer containing approximately 28 square feet. The foyer provides access to the stairway leading to the upstairs location of the Apartment. The stairway ends in the solarium containing approximately 92 square feet. Off the solarium is a coat closet and the living room/dining room.

The living room/dining room, screened porch, bedroom/den, hall, kitchen, laundry room, bath number 2, and master suite are essentially identical to the downstairs one bedroom/den Apartment described above.

EXHIBIT "G"

BROAD CREEK LANDING  
HORIZONTAL PROPERTY REGIME

LOCATION OF APARTMENTS

BUILDING NO. 4

BUILDING NO. 3

TENNIS COURTS

26	31
27	30

BUILDING NO. 5

FIRST LEVEL

25	32
28	29

SECOND LEVEL

POINT COMFORT WOODS

*Words*

FILED AT 10:30 O'CLOCK A M

RECORDED IN BOOK 349 PAGE 1274

BEAUFORT COUNTY S. C. JUN 18 1982

*Henry J. Lowry, Jr.*  
CLERK OF COURT OF COMMON PLEAS