

THE STATE OF SOUTH CAROLINA  
In The Supreme Court

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APPEAL FROM HORRY COUNTY  
Court of Common Pleas

Clifton Newman, Circuit Court Judge

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Opinion No. 2017-UP-296 (S.C. Ct. App. filed July 19, 2017)  
Appellate Case No. 2017-002133

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Rivergate Homeowners' Association, ..... Petitioner,

v.

WW & LB Development Company, LLC, et al., ..... Defendants,

Of Whom

Speedee Concrete, Inc., Chuck's Construction, Inc., and  
AB Consulting Engineers, Inc. are the ..... Respondents.

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**APPENDIX - Volume IV**

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**PARTIES TO THE PROCEEDING**

The complete caption for this appeal is below. The caption on the cover is abbreviated to fit on a single page.

Rivergate Homeowners' Association, ..... Petitioner,

v.

WW & LB Development Company, LLC, RWG, Inc., Aiello Associates, Daniels Engineering, Inc., Rivergate Homeowners' Association, Rivergate Homeowners' Association Board of Directors, Wayne Winderman, individually, Salvatrice Foran, individually, Gerald Foran, individually, Marcos Soares Construction, William C. DeSouza, individually, James Eason individually and d/b/a James Eason & Company, D&D Cleaning and Construction, Inc., Joel's Framing, Joe Freza, Aroldo Garcia, Joaquin Geraldo Zeferinao, individually and d/b/a Zeferino Framing, Leo Trombley, Judy Schultz, J&D Interior Design, Jose Dasmerces d/b/a J.P. Construction, Scott Chandler d/b/a Coastal Custom Windows & Doors, R&D Construction, Nicasio Ramirez Zunigo, Walchir Morais, Marco Trebbi, Blankenship Roofing, Inc., DLJ Construction, LLC, Dewayne Bates, The Bates Group, LLC, Bridges Construction Co., Brewer Construction, Inc., Speedy Concrete, REB-FEL, Inc., Mark Mychajluk, Eric Jazwinski, Southern Framing Corporation, AB Consulting Engineers, Inc., WWI Development Company, LLC, Michael Dawson Construction, Inc., Asphalt Paving & Maintenance Co., Inc. and Chuck's Construction Co., Inc., Right Way Group, Inc., Stevens Construction Co., Inc., Geometrics, Inc., Eric Yazwinski, Law Engineering, Inc.; D & M Builders, Inc., Hill Construction Company, Bonnie Stone a/k/a Bonny Stone, DJL Construction Company, L.L.P., Adrian Mondragon, individually and d/b/a Mondragon Construction, Inc., and Glen Causey, ..... Defendants,

Of Whom

Speedee Concrete, Inc., AB Consulting Engineers, Inc., and Chuck's Construction, Inc., are the ..... Respondents.

\_\_\_\_\_  
Chuck's Construction Co., Inc. .... Third-Party Plaintiff,

v.

Vereen Concrete Co., Inc. and Asphalt Pavement Maintenance of Myrtle Beach, Inc., ..... Third-Party Defendants.

THE STATE OF SOUTH CAROLINA  
In the Supreme Court

---

RECEIVED

APPEAL FROM Horry COUNTY  
Court of Common Pleas

NOV 02 2017

Clifton Newman, Circuit Court Judge

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S.C. SUPREME COURT

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Rivergate Homeowners' Association, . . . . . Petitioner,

v.

WW & LB Development Company, LLC, RWG, Inc., Aiello Associates, Daniels Engineering, Inc., Rivergate Homeowners' Association, Rivergate Homeowners' Association Board of Directors, Wayne Winderman, individually, Salvatrice Foran, individually, Gerald Foran, individually, Marcos Soares Construction, William C. DeSouza, individually, James Eason individually and d/b/a James Eason & Company, D&D Cleaning and Construction, Inc., Joel's Framing, Joe Freza, Aroldo Garcia, Joaquin Geraldo Zeferinao, individually and d/b/a Zeferino Framing, Leo Trombley, Judy Schultz, J&D Interior Design, Jose Dasmerces d/b/a J.P. Construction, Scott Chandler d/b/a Coastal Custom Windows & Doors, R&D Construction, Nicasio Ramirez Zunigo, Walchir Morais, Marco Trebbi, Blankenship Roofing, Inc., DLJ Construction, LLC, Dewayne Bates, The Bates Group, LLC, Bridges Construction Co., Brewer Construction, Inc., Speedy Concrete, REB-FEL, Inc., Mark Mychajluk, Eric Jazwinski, Southern Framing Corporation, AB Consulting Engineers, Inc., WWI Development Company, LLC, Michael Dawson Construction, Inc., Asphalt Paving & Maintenance Co., Inc. and Chuck's Construction Co., Inc., Right Way Group, Inc., Stevens Construction Co., Inc., Geometrics, Inc., Eric Yazwinski, Law Engineering, Inc., D & M Builders, Inc., Hill Construction Company, Bonnie Stone a/k/a Bonny Stone, DJL Construction Company, L.L.P., Adrian Mondragon, individually and d/b/a Mondragon Construction, Inc., and Glen Causey, . . . . . Defendants,

Of Whom

Speedee Concrete, Inc. and Chuck's Construction, Inc. are the. . . . Respondents.

---

Chuck's Construction Co., Inc. . . . . Third-Party Plaintiff,

v.

Vereen Concrete Co., Inc. and Asphalt Pavement Maintenance of Myrtle Beach, Inc., . . . . . Third-Party Defendants.

Rivergate Homeowners' Association, . . . . . Petitioner,

v.

WW & LB Development Company, LLC, Speedy Concrete, AB Consulting Engineers, Inc., and Chuck's Construction Co., Inc., . . . . . Defendants,

Of Whom  
AB Consulting Engineers, Inc. is the . . . . . Respondent.

**APPENDIX - Volume IV**

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Concrete, Inc.

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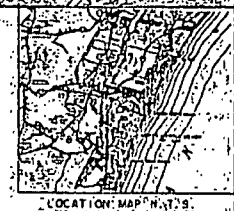
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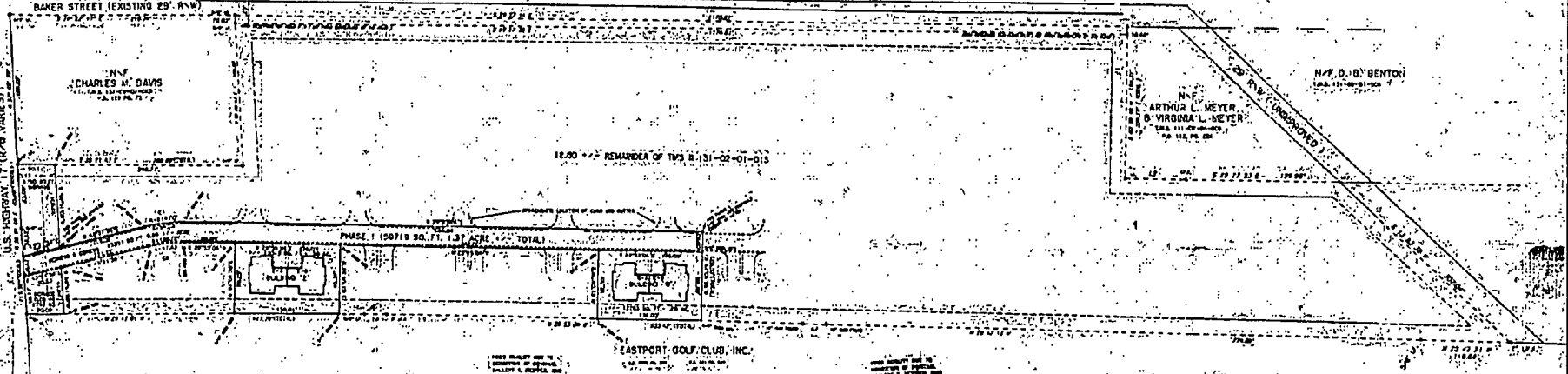
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**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 The undersigned hereby certifies that it is the owner and the developer of the property herein shown and is dedicating the same to the public use of streets and utilities hereinafter described.  
 The property is situated in the County of Horry, State of South Carolina, and is more particularly described as follows:  
 TOWN OF BAKER STREET, TRACT 1, PARCEL 1, BEING 1.00 ACRES OF LAND MORE OR LESS, MORE PARTICULARLY SHOWN ON THE PLAT HEREON.  
 The property is shown on the Plat of Baker Street, Tract 1, Parcel 1, recorded in Plat Book 100 at Page 100.  
 The property is shown on the Plat of Baker Street, Tract 1, Parcel 1, recorded in Plat Book 100 at Page 100.  
 The property is shown on the Plat of Baker Street, Tract 1, Parcel 1, recorded in Plat Book 100 at Page 100.  
 The property is shown on the Plat of Baker Street, Tract 1, Parcel 1, recorded in Plat Book 100 at Page 100.



PLAT OF BAKER STREET, TRACT 1, PARCEL 1, BEING 1.00 ACRES OF LAND MORE OR LESS, MORE PARTICULARLY SHOWN ON THE PLAT HEREON.



**CERTIFICATE OF ACCURACY**  
 I, the undersigned, being duly sworn, depose and say that the foregoing plat is a true and correct copy of the original plat as the same appears in my possession, custody and control, and that the same was prepared by me or under my direct supervision and to the best of my knowledge and belief the same is a true and correct copy of the original plat as the same appears in my possession, custody and control.  
 Executed at \_\_\_\_\_, South Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.  
 \_\_\_\_\_  
 Surveyor

**STATE PLANS**  
 GEOMETRIC MEASUREMENT WITH STATE PLANE COORDINATES IS LOCATED BEYOND BOUNDARY OF THIS PROPERTY.

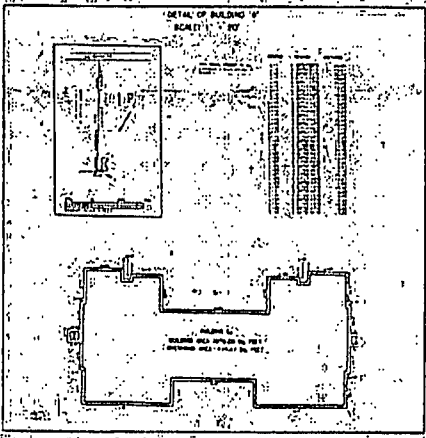
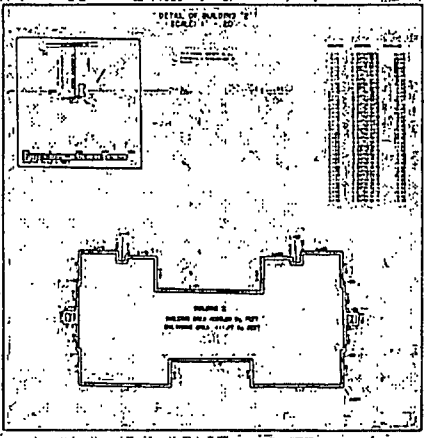
**REFERENCE**  
 BOUNDARY AND WETLAND MAP BY PERCY L. ANDERSON DATED JULY, 1999, AND RECORDED IN PLAT BOOK 100 AT PAGE 100.

**TAX MAP NUMBER**  
 TOWN OF BAKER STREET, TRACT 1, PARCEL 1, BEING 1.00 ACRES OF LAND MORE OR LESS, MORE PARTICULARLY SHOWN ON THE PLAT HEREON.

**ACREAGES**  
 TOTAL SITE AREA: 1.1309 ACRES

**FLOOD ZONE INFORMATION**  
 PARCELS 1.00 ACRES OR MORE IN A FLOOD PRONE ZONE AS SHOWN ON THE FLOOD HAZARD MAP OF SOUTH CAROLINA, 1999, AND RECORDED IN PLAT BOOK 100 AT PAGE 100.

**PLAT BOOK REFERENCE**  
 RECORDED IN PLAT BOOK 100 AT PAGE 100.



**RIVER-GATE PHASE II**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING Co.  
 NORTH MYRTLE BEACH,  
 SOUTH CAROLINA 29582  
 (843) 399-4260

ASBUILTS OF PHASE I  
 PREPARED FOR:  
 W.W. B.L.B. DEVELOPMENT COMPANY, L.L.C.

1" = 120'

APPROVED FOR RECORDING  
 T.S. & NOT a Public Officer

FILED  
HORRY COUNTY, S.C.

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

FIRST AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 4 and 26, Phase II)

JUN 5 PM 4:20  
REGISTER OF DEEDS

This First Amendment to Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended ("Horizontal Property Act" or "Act") is made and executed in Horry County, South Carolina, this 5<sup>th</sup> day of June, 2001, by WW & LB Development Company, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed"); in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina, and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina, and being more particularly described on Exhibit "A" attached hereto (said property being hereinafter referred to as the "Property");

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The Property together with the buildings thereon shall be referred to as Buildings 4 and 26 of The Development.

2. Building. Building 4 contains Units A & B, with each having a square footage of 1430; and Building 26 contains Units A, B, C, and D, with each having a square footage of 1228. The floor plans of the Building which shows graphically the dimensions, area, and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D beginning at Pages 16-17 in the Office of Register of Deeds for Horry County, South Carolina.

DEED  
2377 0949

1629  
2

3. Percentage of Ownership: The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.

4. Architect's Certificate: Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Master Deed on the date above written.

WITNESSED:

*Ze Deham*  
*Patricia Williams*

WW & LB DEVELOPMENT, LLC

BY: *Wayne Winderman*

STATE OF SOUTH CAROLINA )

COUNTY OF Horry )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC, by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

*Ze Deham*

Sworn to and subscribed  
Before me this 5th day  
of June 2001

*Patricia Williams* (Seal)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires 7-13-2005

EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase II, Building 4 and Building 26, which Building 4 contains Units A & B, and Building 26, which contains Units A, B, C, and D, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company, May 30, 2001, and recorded on the day of June 5, 2001, in the Office of the ROD for Horry County, South Carolina, in Plat Book 177 at Page 167, with said Building 4 containing 3940 sq feet and Building 26 containing 6695 for a total of 10,635 sq. feet and designated as Phase II pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress & Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat). Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210, at Page 1239, and in Deed Book 2243, at Page 85, in the Office of the ROD for Horry County, South Carolina.

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-219 *Area 2.24*  
SPLIT FROM 131-02-01-013  
Map Blk Parcel  
*6-6-01/ra*

EXHIBIT "B"  
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
Buildings 2, 4, 6 and 26

<u>Unit Type</u>	<u>Statutory Basic Value</u>	<u>Percentage of Ownership</u>
2 bdr	\$115	8.8462%
3 bdr	\$140	10.7692%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"

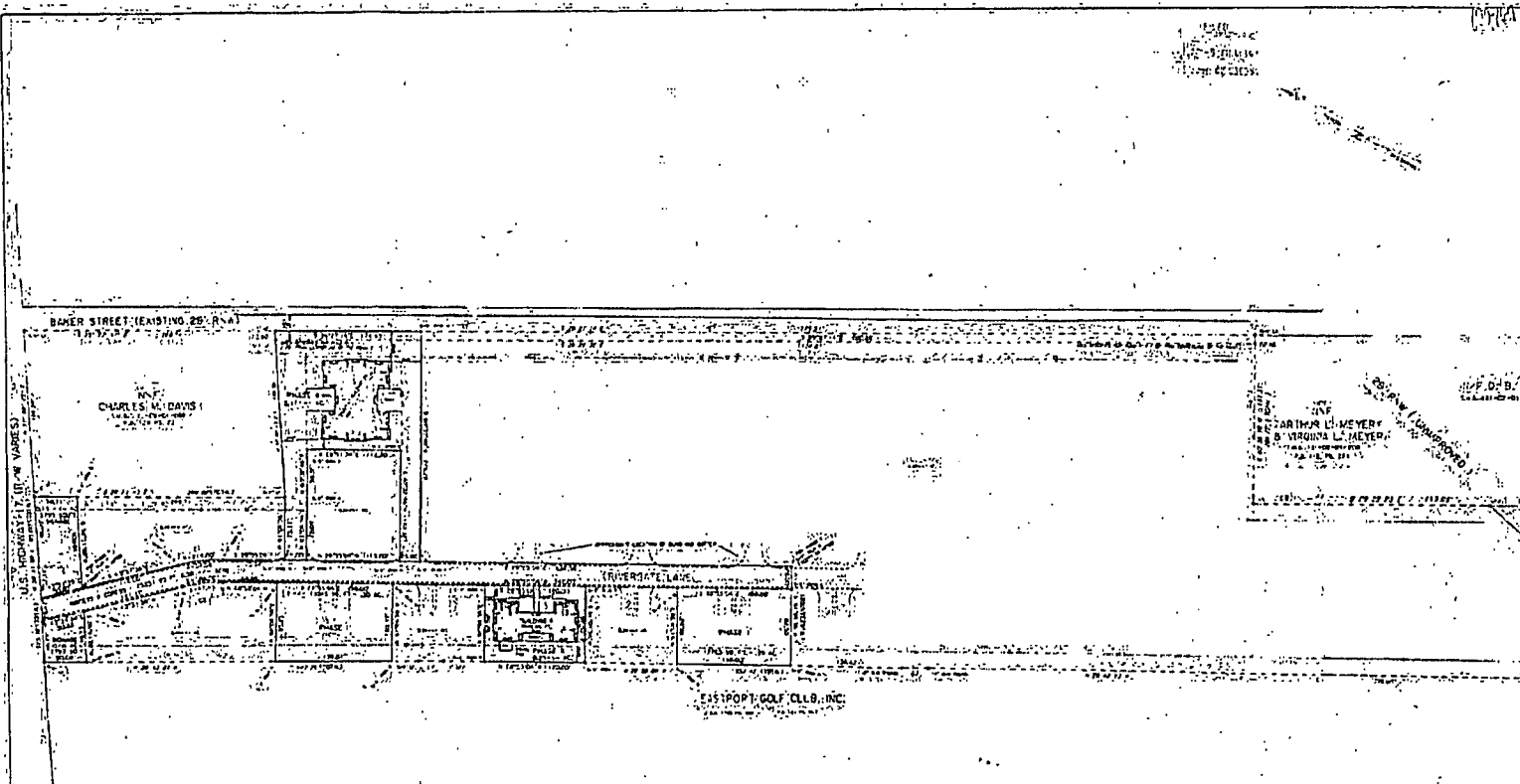
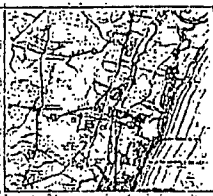


June 4, 2001

Mr. Richard E. Lester  
Attorney at Law  
1301- 48<sup>th</sup> Avenue North  
Myrtle Beach, S.C.

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Honey Property Regime Buildings 26 and 4 do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as constructed.

*H. Craig Daniel*  
H. Craig Daniel, P.E.  
Professional Engineer Seal



**CERTIFICATE OF ACCURACY**  
 I, the undersigned, being a duly licensed Professional Engineer in the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the property, and that the same is a true and correct copy of the original survey as shown to me by the owner of the property, and that the same is a true and correct copy of the original survey as shown to me by the owner of the property.

**CERTIFICATE OF OWNERSHIP AND DECISION**  
 I, the undersigned, being a duly licensed Professional Engineer in the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the property, and that the same is a true and correct copy of the original survey as shown to me by the owner of the property, and that the same is a true and correct copy of the original survey as shown to me by the owner of the property.

**STATE PLATS**  
 CERTAIN NON-COMMERCIAL 151-1545 PLAT COORDINATES LOCATED BEYOND 2000'.  
**REFERENCE:**  
 BOUNDARY AND UTILITIES MAP BY PERRY LEWIS JONES, DATE: JULY, 1989 AND RECORDED IN PLAT BOOK 50 AT PAGE 24.  
**ADJACENT SURVEYS:**  
 TOWN OF...  
**ACREAGE:**  
 TOTAL SITE AREA: 13.00 ACRES  
**FLOOD ZONE INFORMATION:**  
 PHASE I OF THIS PROJECT IS LOCATED WITHIN THE FLOOD ZONE AND IS SUBJECT TO THE REGULATIONS OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (DHEC).  
**PLAT/BOOK REFERENCE:**  
 RECORDED IN PLAT BOOK 50 AT PAGE 24

**RIVERGATE PHASE II**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING CO.  
 NORTH CHARLES BEACH  
 SOUTH CAROLINA 29584  
 (843) 309-4220

**ASBULTS OF PHASE II, BUILDINGS 26 AND 4**  
 OF RIVERGATE  
 PREPARED FOR:

**W.W. B.L.S. DEVELOPMENT COMPANY, L.L.C.**  
 NOTE: THIS BEING A PORTION OF PHASE I OF PROJECT

SCALE: 1" = 100'

DATE: 11/15/2011

308-7250

7  
1167

741223  
REL/RIVERGATE HPR/ZP

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

**SECOND AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME**  
(Building 3, Phase III)

FILED  
HORRY COUNTY  
2001 NOV 28 PM 4:24  
R.M.C.

This Second Amendment to Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended ("Horizontal Property Act" or "Act") is made and executed in Horry County, South Carolina, this 21st day of November, 2001, by W.W. & L.B. Development Company, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed"), in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina, and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime; and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina, and being more particularly described on Exhibit "A" attached hereto (said property being hereinafter referred to as the "Property");

NOW THEREFORE, Declarant hereby publishes and declares that:

1. **Declaration.** The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter, it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The Property together with the buildings thereon shall be referred to as Buildings 3 of The Development.

2. **Building.** Building 3 contains Units A & B, with each having a square footage of 1430. The floor plans of the Building which shows graphically the dimensions, area, and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D beginning at Page 58 in the Office of Register of Deeds for Horry County, South Carolina.

3. **Percentage of Ownership.** The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.

DEED  
2429 0894

1168  
894

4. Architect's Certificate Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this 2nd Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

● Mary Shaw  
WITNESS (MARY SHAW)  
● [Signature]  
NOTARY

BY: ● Wayne Underman

STATE OF PENNSYLVANIA )

PROBATE

COUNTY OF Bucks )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC, by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment; and that s/he with the other subscribing witness witnessed the execution thereof.

● Mary Shaw  
WITNESS MARY SHAW

Sworn to and subscribed:  
Before me this 20 day  
of November 2001.

● [Signature] (Seal)  
NOTARY PUBLIC FOR PENNSYLVANIA  
My Commission Expires 3-31-03

Notarial Seal  
Nicole J. Croteau, Notary Public  
Lower Makefield Twp., Bucks County  
My Commission Expires Mar 31, 2003  
Member, Pennsylvania Association of Notaries

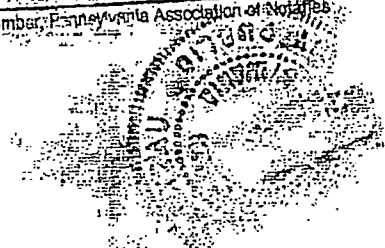


EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase III, Building 3 contains Units A & B, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated 11/8/2001, 2001, and recorded on the day of 11 28, 2001, in the Office of the ROD for Horry County, South Carolina, in Plat Book 186 at Page 196, with said Building 3 containing 10,232 <sup>sq</sup> feet ±, designated as Phase III pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress & Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat); Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210, at Page 1239, and in Deed Book 2243, at Page 85, in the Office of the ROD for Horry County, South Carolina.

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-225 & 226  
SPLIT FROM 131-02-01-013  
MAD FIK Parcel  
11-29-01pk

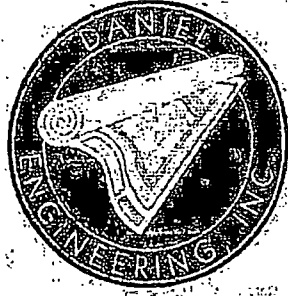
EXHIBIT B  
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
after addition of Building 3

Unit Type	Statutory Basic Value	Percentage of Ownership
2bdr	\$115	7.2785%
3bdr	\$140	8.8608%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"



Nov. 14, 2001

Mr. Richard E. Lester  
Attorney at Law  
1301 48<sup>th</sup> Avenue North  
Myrtle Beach, S.C.

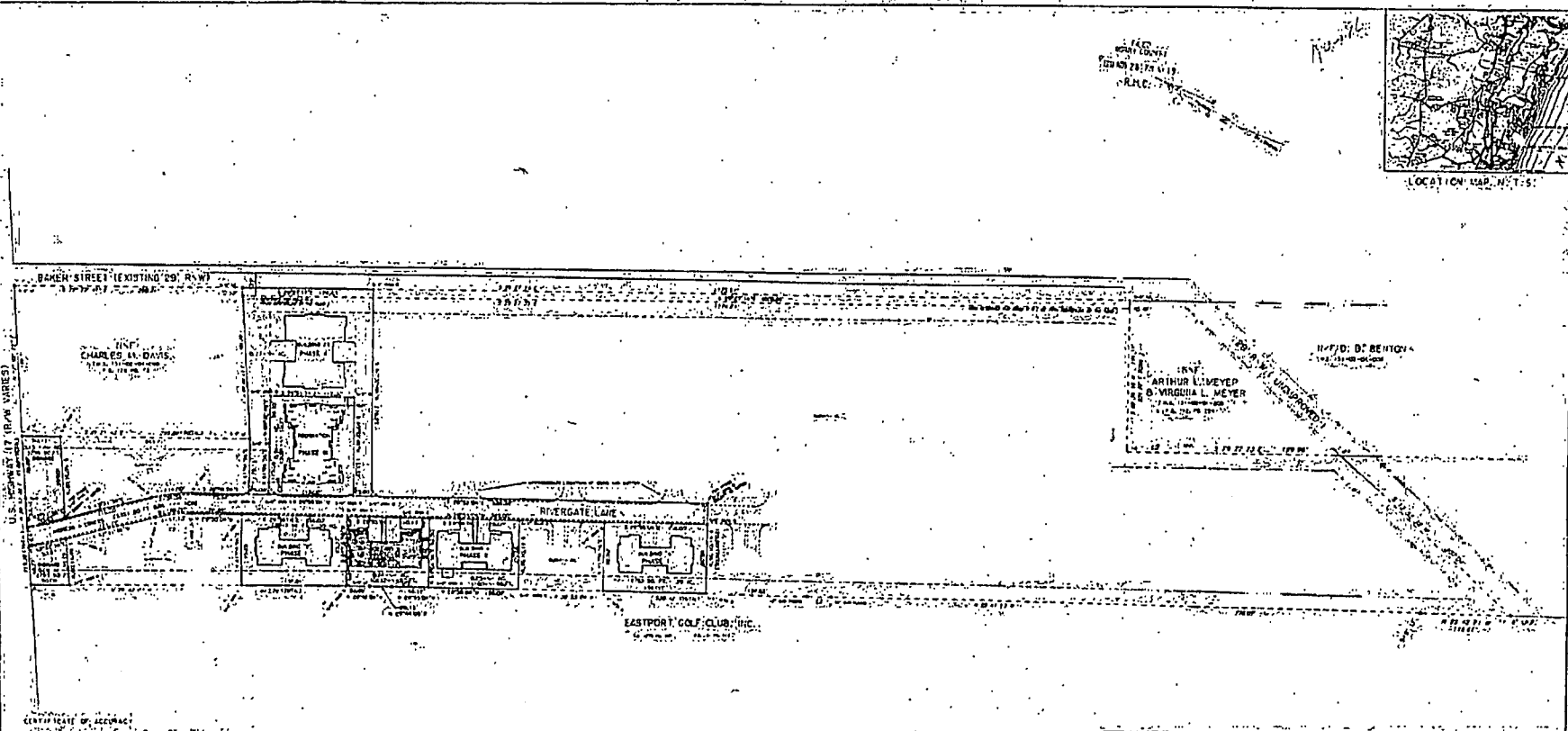
Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 3, do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as constructed.

*H. Craig Daniel*  
H. Craig Daniel, P.E.



LOCATION MAP, N.Y.T.S.

FILED  
COUNTY  
RECORDED  
R.L.C.



**CERTIFICATE OF ACCURACY**  
I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the above described plat is a true and correct copy of the original as shown to me by the owner thereof, and that the same has been prepared in accordance with the provisions of the laws of the State of South Carolina, and that the same has been prepared in accordance with the provisions of the laws of the State of South Carolina, and that the same has been prepared in accordance with the provisions of the laws of the State of South Carolina.

**STATE PLANS:**  
GEODETIC MONUMENT WITH STATE PLANE COORDINATES LOCATED BEYOND BOUNDARY OF THIS PROPERTY.

**REFERENCE:**  
BOUNDARY AND AREA AND AREA OF THIS LAND SURVEYING INSTRUMENT, AND RECORDED IN PLAT BOOK NO. 47 PAGE 26.

**TAX MAP NUMBER:**  
L.M.S. MAP NO. 131-01-01-011

**PERMITS:**  
NONE.

**FLOOD ZONE INFORMATION:**  
PHASE I IS NOT IN A FLOOD HAZARD ZONE, PER F. S. W. S. MAP NO. 131-01-01-011, DATED 11/11/99.

**PLAT BOOK REFERENCE:**  
RECORDED IN PLAT BOOK NO. 47 PAGE 26

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the above described plat is a true and correct copy of the original as shown to me by the owner thereof, and that the same has been prepared in accordance with the provisions of the laws of the State of South Carolina, and that the same has been prepared in accordance with the provisions of the laws of the State of South Carolina, and that the same has been prepared in accordance with the provisions of the laws of the State of South Carolina.

DATE: 11/11/99  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

<b>RIVERGATE PHASE III</b> LITTLE RIVER, SOUTH CAROLINA	
ATLANTIC LAND SURVEYING CO. NORTH AVENUE BEACH SOUTH CAROLINA 29562 (843) 399-4250	
<b>ASUALLY OF PHASE III BUILDINGS IS</b> OF RIVERGATE THE PHASE FOR	
<b>W. B. L. B. DEVELOPMENT COMPANY, L.L.C. APPROVED FOR</b> RECORDING NOTE: THIS BEGINS A PORTION OF PHASE I OF PROJECT	
11/11/99	

13  
11

751305

FILED  
HORRY COUNTY, S.C.

STATE OF SOUTH CAROLINA) PH 3:10  
COUNTY OF HORRY R.M.C. **THIRD AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME**  
(Building 25 and 27, Phase IV)

This Third Amendment to Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended ("Horizontal Property Act" or "Act"), is made and executed in Horry County, South Carolina, this 17th day of April, 2002, by WW & LB Development Company, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed"), in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina; and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina, and being more particularly described on Exhibit "A" attached hereto (said property being hereinafter referred to as the "Property");

NOW THEREFORE, Declarant hereby publishes and declares that:

1. **Declaration.** The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The Property together with the buildings thereon shall be referred to as Buildings 25 and 27 of The Development.

2. **Building.** A. Building 25 contains Units A & B, with each having a square footage of 2277. The floor plans of the Building which shows graphically the dimensions, area, and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D beginning at Page 85 in the Office of Register of Deeds for Horry County, South Carolina.

B. Building 27 contains Units A & B, with each having a square footage of 1816.90. The floor plans of the Building which shows graphically the dimensions, area, and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D beginning at

HORRY COUNTY ASSESSOR

NEW PARCEL 131-02-01-227 thru 230  
SPLIT FROM 131-02-01-013

Map Blk Parcel 4-19-02

DEED

2472 0711

7/11 10/4

Page 26 in the Office of Register of Deeds for Horry County, South Carolina.

3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.

4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Third Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Mary W. Beck or BY: Wayne W. Winderman  
Marcia S. Williams

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC, by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment; and that s/he with the other subscribing witness witnessed the execution thereof.

Mary W. Beck

Sworn to and subscribed,  
Before me this 17th day  
of April, 2002

Marcia S. Williams (Seal)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires 7/13/2005

EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase IV, Building 25 contains Units A & B, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated April 5, 2002, and recorded on the day of 4-18, 2002, in the Office of the ROD for Horry County, South Carolina, in Plat Book 183 at Page 16, with said Building 25 containing 2277 sq. feet and designated as Phase IV pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres; "Ingress & Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat). Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210, at Page 1239, and in Deed Book 2243, at Page 85, in the Office of the ROD for Horry County, South Carolina.

ALL AND SINGULAR, that certain property as shown as Phase IV, Building 27 contains Units A & B, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated April 5, 2002, and recorded on the day of 4-18, 2002, in the Office of the ROD for Horry County, South Carolina, in Plat Book 183 at Page 16, with said Building 27 containing 1816.90 sq. feet and designated as Phase IV pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres; "Ingress & Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat). Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210, at Page 1239, and in Deed Book 2243, at Page 85, in the Office of the ROD for Horry County, South Carolina.

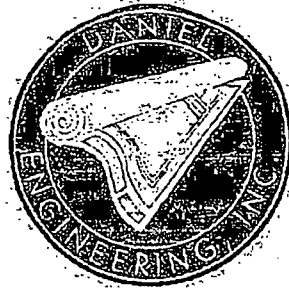
EXHIBIT "B"  
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
after addition of Building 25 and 27

Unit Type	Statutory Basic Value	Percentage of Ownership
2bdr.	\$115	4.7521%
3bdr.	\$140	5.7851%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"

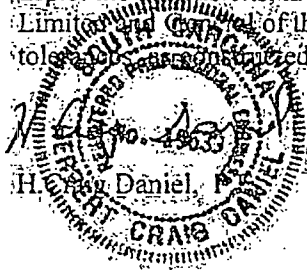


April 4, 2001

Mr. Richard E. Lester  
Attorney at Law  
1301 48<sup>th</sup> Avenue North  
Myrtle Beach, S.C.

FILED  
HORRY COUNTY, S.C.  
2002 APR 18 PM 3:01  
R.M.C.

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Buildings 27, do depict the dimensions, area and locations of the Units and Common Elements, both Limited and Unlimited, of the Regime, as designed and within reasonable construction tolerances.



HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-231 + 232  
SPLIT FROM 131-02-01-013  
Map: BIK Parcel 7-18-02 pa

Marcia/Rivergate/REL  
HORRY COUNTY ASSESSOR  
131-02-01-227 + 228  
Map: BIK Parcel 7-18-02 pa

75 4366

FILED  
HORRY COUNTY, S.C.  
STATE OF SOUTH CAROLINA  
2002 JUL 17 AM 9:31  
COUNTY OF HORRY  
CORRECTION TO THIRD AMENDMENT  
TO MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Buildings 25 and 27, Phase IV)

THIS CORRECTION TO THIRD AMENDMENT TO MASTER DEED OF RIVERGATE HORIZONTAL PROPERTY REGIME, made this 17th day of July, 2002, by WW & LB Development Company, LLC, hereinafter referred to as "Declarant",

WHEREAS, Declarant recorded Third Amendment to Master Deed of Rivergate Horizontal Property Regime on April 18, 2002, in Deed Book 2472, at Page 0711 in the ROD's Office for Horry County, South Carolina, wherein said Amendment was recorded to bring in to the Regime Buildings 25 and 27; and

WHEREAS, there was a scrivener's error made in that Building 25 actually has Units A, B, C and D for a total of four units instead of just two units; and

WHEREAS, it is the desire of the Declarant to correct this error by filing this Correction to Third Amendment to Master Deed of Rivergate Horizontal Property Regime.

NOW, THEREFORE, for and in consideration of the foregoing, the Third Amendment to Master Deed of Rivergate Horizontal Property Regime is hereby amended as follows:

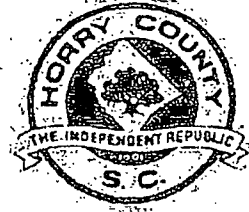
1. That Paragraph 2, Building is hereby amended to include Units A, B, C and D with each having a square footage of 2277.
2. That Paragraph 3, Percentage of Ownership is not to be changed, as evidenced by the attached Exhibit "B" which was attached to the original recorded Master Deed as the percentages were reflected as Building 25 having four Units with a square foot each of 2277.
3. That the remaining Paragraphs of said Third Amendment to Master Deed shall remain in full force and effect.

WITNESSED:  
*[Signature]*  
*[Signature]*

WW & LB DEVELOPMENT, LLC  
By: *Wayne W. Winkler*

DEED  
2500, 0195

REGISTER OF DEEDS  
1301 SECOND AVENUE  
PO BOX 470  
CONWAY, SC 29528



COURTESY NOTIFICATION

FROM THE INDEXING DEPARTMENT

TO WHOM IT MAY CONCERN:

Please be advised that the attached instrument was recorded with the discrepancies checked below:

- Two witnesses to the execution are required.
- The affidavit of the subscribing witness must conform to requirements.
- The acknowledgement section incorrect/ incomplete.
- The probate section incorrect/ incomplete. *Other*
- Probate / acknowledgement section not on document.
- An affidavit of consideration must be submitted.
- Not an original document.
- Not original signatures.
- Wrong county.
- Grantees/mortgagees address was omitted.
- Mortgage derivation needs to be on the document (book and page).
- Document must have a proper derivation clause (book and page).
- Assignment must refer to the original mortgage (book and page).
- Assignment has an incorrect book and page.
- Need the notaries date of commission.
- Property description was omitted.
- Other: Wayne Winderman cannot witness his own signature.

Date: 2-17-02 Signature of clerk: Angela McKvian  
Telephone #: (843) 915-5430

**THIS INSTRUMENT SHOULD BE RE-RECORDED WITH THE PROPER CORRECTIONS. PLEASE RE-SUBMIT WITH THE PROPER FILING FEE.**

BOOK 250 PAGE 195A

*Pennsylvania*  
STATE OF SOUTH CAROLINA )  
COUNTY OF Horry )  
*Bucks*

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC, by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

*Wayne Ulmer*

Sworn to and subscribed  
Before me this 11 day  
of July, 2002

*Matthew D. Disanto* (Seal)  
NOTARY PUBLIC FOR SOUTH CAROLINA *Pennsylvania*  
My Commission Expires 3/18/2006

Notarial Seal  
Matthew D. Disanto, Notary Public  
Lower Makefield Twp., Bucks County  
My Commission Expires Mar. 18, 2006  
Member, Pennsylvania Association Of Notaries

EXHIBIT "BB"  
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
after addition of Building 25 and 27

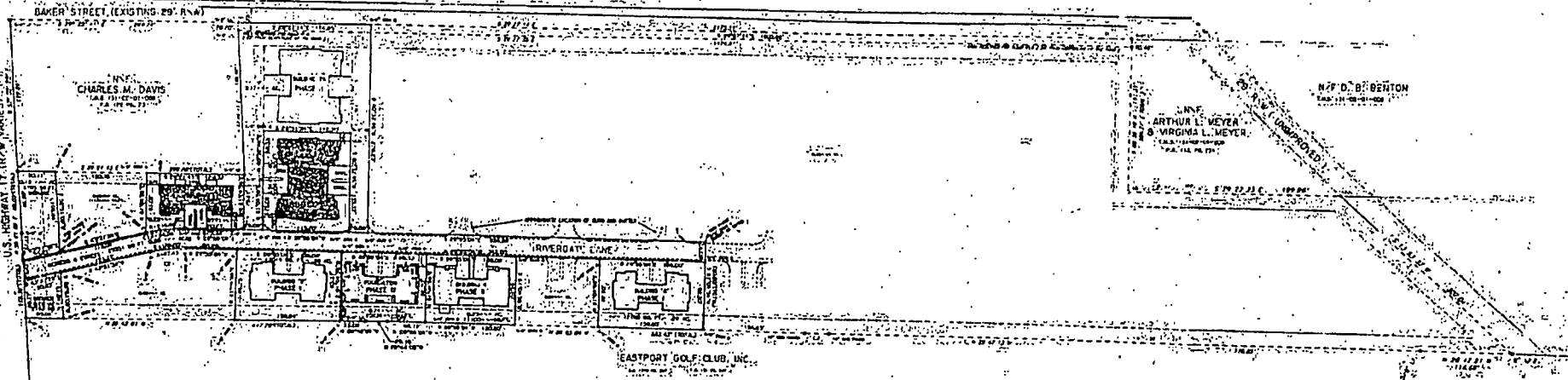
Unit Type	Statutory Basic Value	Percentage of Ownership
2bdr	\$115	4.7521%
3bdr	\$140	5.7851%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

193-10



LOCATION MAP NO. 15



CERTIFICATE OF ACCURACY  
I HEREBY CERTIFY THAT THE AREA OF THIS SURVEY HAS BEEN MEASURED AND PLANNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING AND MAPPING ACT OF 1947 AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CERTIFICATE OF CONVEYANCE AND DEDICATION  
I HEREBY CERTIFY THAT THE LAND DESCRIBED HEREIN HAS BEEN CONVEYED TO THE PUBLIC OR PART OF THE PUBLIC BY DEED OR OTHERWISE AND THAT THE SAME IS NOW OPEN TO THE PUBLIC AS A HIGHWAY OR OTHERWISE.

NOTES  
1. THIS PLAN IS A PART OF A LARGER PROJECT.  
2. THE TOTAL AREA OF THIS PROJECT IS 100 ACRES.  
3. THE TOTAL AREA OF THIS PHASE IS 10 ACRES.

STATE PLANE:  
ELEVATION OF POINTS IN STATE PLANE COORDINATES LOCATED BY GAD 2007  
OF THIS PROPERTY:  
REFERENCE:  
ROADWAY AND WELAND MAP BY PERRY LAND SURVEYING DATED JULY, 1998  
AND RECORDED IN PLAT BOOK NO. 87 PAGE 25.  
TAX MAP NUMBER:  
TAX MAP NO. 13-100-001-013  
ACREAGES:  
TOTAL NET AREA 10.00 ACRES  
FLOOD ZONE INFORMATION:  
PHASE IV IS NOT IN A FLOOD HAZARD ZONE, ZONE A PER F. E. W. A. MAP  
CONDUCTED UNDER CONTRACT BY S. J. HARRIS & COMPANY, INC. AUGUST, 1999  
PLAT BOOK REFERENCE:  
RECORDED IN PLAT BOOK NO. 87 PAGE 25

**RIVERGATE PHASE IV**  
TITLE: RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING CO.  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA 29502  
(843) 399-4250

ASBULTS OF PHASE IV BUILDINGS 25 AND 27  
OF RIVERGATE  
PREPARED FOR:  
W.W. BILBO DEVELOPMENT COMPANY, L.L.C.

NOTE: THIS BEING A PORTION OF PHASE I OF PROJECT

SCALE: 1" = 100'

APPROVED FOR RECORDING  
J. J. [Signature]

756074

FILED

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
R.M.C.

FOURTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 5, Phase V)

This Fourth Amendment to Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended, (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this 6th day of August 2002, by WW & LB Development Company, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina, and being more particularly described on Exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 5 of The Development.
2. Building. Building 5 contains Units A & B with each having a square footage of 1430. The floor plans of the Building, which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book P, beginning at Page 105 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2508 1459

1184  
*D*  
*HS*


Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

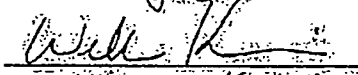
IN WITNESS WHEREOF, the Declarant has executed this Fourth Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

  
Nicole J. Croteau

BY: 

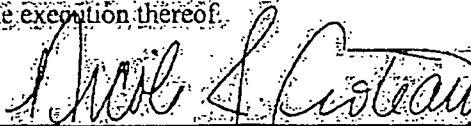
  
William Kuchefski

~~Pennsylvania~~  
STATE OF SOUTH CAROLINA


PROBATE

COUNTY OF Horry  
~~Bucks~~

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC, by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

  
Nicole J. Croteau

Sworn to and subscribed  
Before me this 6<sup>th</sup> day  
of August, 2002

 (Seal)  
NOTARY PUBLIC FOR SOUTH CAROLINA ~~Pennsylvania~~  
My Commission Expires Nov 7<sup>th</sup> 2005

Notarial Seal  
William Kuchefski, Notary Public  
Lower Makefield Twp., Bucks County  
My Commission Expires Nov. 7, 2005  
Member, Pennsylvania Association Of Notaries

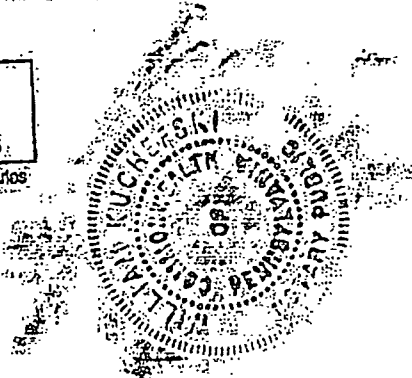


EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase V, Building 5 contains Units A & B, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated July 25, 2002, and recorded on the day of 8-13, 2002, in the Office of the ROD for Horry County, South Carolina, in Plat Book 185 at Page 15, with said Building 5 containing 1430 sq. feet each unit and designated as Phase V pertaining to the Master Deed only and Phase I as to the Rivergate Project (said acreage includes parcels, designated as "Signage" containing 0.13 acres; "Ingress & Egress" containing 0.58 acres; "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat). Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210, at Page 1239, and in Deed Book 2243, at Page 85, in the Office of the ROD for Horry County, South Carolina.

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-233 & 234  
SPLIT FROM 131-02-01-013  
Map B1E Parcel  
8-14-02

EXHIBIT "B"  
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
after addition of Building 5

Unit Type	Statutory Basic Value	Percentage of Ownership
2bdr	\$115	4.2593%
3bdr	\$140	5.1852%

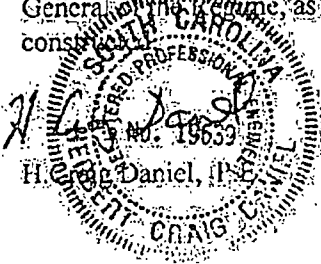
NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.



August 7, 2002

Mr. Richard E. Lester  
Attorney at Law  
1301 - 48<sup>th</sup> Avenue North  
Myrtle Beach, S.C.

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 5, do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General, on the above named property, as designed and within reasonable construction tolerances, as constructed.



1464

# CERTIFICATE OF OCCUPANCY COPY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building: JW & EB DEVELOPMENT CO LLC

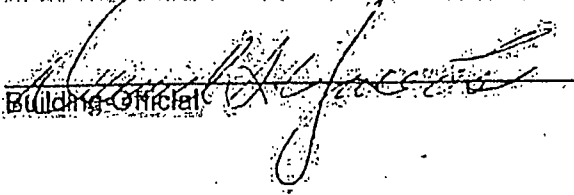
Owner Address: RIVERGATE ADULT COMM/BLDG 5

Building Address: 4278/4284 RIVERGATE / RIVERGATE COMM, LITTLE RIVER

Units: 0002 Use: 103 Use classification: TWO - FAMILY BUILDING

Type of Construction: FR Occupant Load: 00000 Sprinkler Provided: NO Required: NO

Applicable Code: 1997 SBC Permit #: 0000076595 Report #: 0312351

Building Official: 

STEPHEN BUCK   
Inspector

August 06, 2002  
Date

EXHIBIT "D"

29

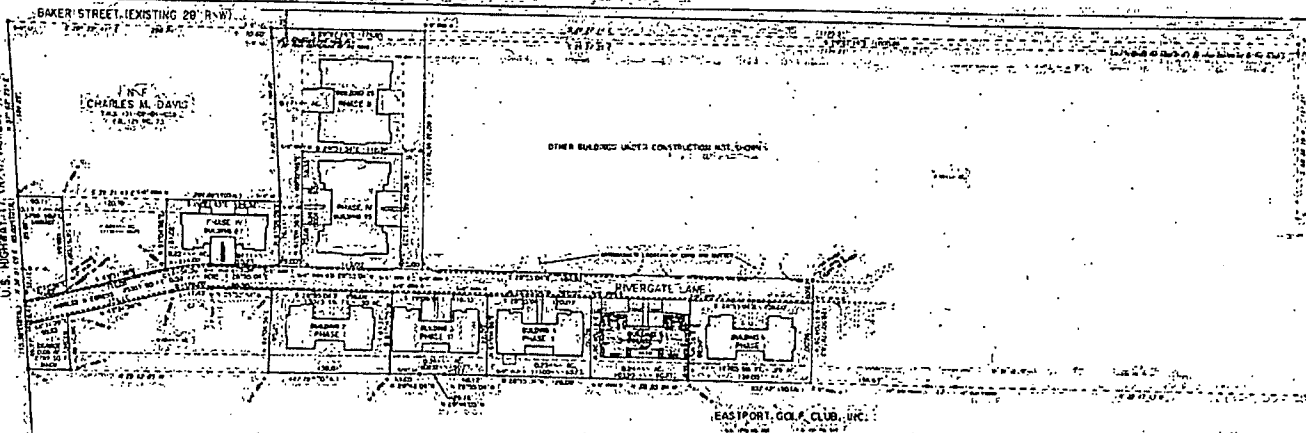
1489

10.31.11 Master Deed Documents from Plaintiff 000247



LOCATION MAP

PREPARED BY COLIN R. SMITH, INC.  
 1001 BROADWAY  
 CHARLOTTE, N.C. 28202



CERTIFICATE OF RECORDING  
 I HEREBY CERTIFY THAT THE COPY OF THIS INSTRUMENT SUBMITTED TO THE REGISTER OF DEEDS FOR RECORDING IS A TRUE AND CORRECT COPY OF THE INSTRUMENT AS THE SAME APPEARS IN THE ORIGINAL RECORDS OF THE REGISTER OF DEEDS.  
 DATE: 10/27/77  
 [Signature]

CERTIFICATE OF OWNERSHIP AND DEDICATION  
 I, the undersigned, hereby certify that the above described premises are owned by the undersigned and that the same are dedicated to the public use of the State of North Carolina.  
 [Signature]

STATE PLANE COORDINATES LOCATED BEYOND 2000'  
 OF THIS PROJECT:  
 [Table with coordinates]

THIS INSTRUMENT IS A TRUE AND CORRECT COPY OF THE INSTRUMENT AS THE SAME APPEARS IN THE ORIGINAL RECORDS OF THE REGISTER OF DEEDS.  
 STATE PLANE COORDINATES LOCATED BEYOND 2000'  
 OF THIS PROJECT:  
 REFERENCE:  
 BOUNDARY AND PEGGED MAP BY PERCY LIND SURVEYING DATED JULY, 1962 AND RECORDED IN PLAT BOOK 80 AT PAGE 24.  
 TAX MAP NUMBER:  
 TALK PARCEL # 151-02-01-00-3  
 ACRES:  
 TOTAL SITE AREA 13.96 ACRES  
 FLOOD ZONE INFORMATION:  
 PARCEL IS NOT IN A FLOOD HAZARD ZONE, ZONE V PER F. C. M. A. MAP NUMBER 4300-00-02-001 W'S 43011-001-001 W 43011-001-001  
 PLAT BOOK REFERENCE:  
 RECORDED IN PLAT BOOK 118 AT PAGE 24

APPROVED FOR RECORDING  
 THIS IS 2077, a valid law.  
 [Signature]

<p>RIVERGATE PHASE IV          LITTLE RIVER, SOUTH CAROLINA</p>	
<p>ATLANTIC LAND SURVEYING CO.          NORTH MYRTLE BEACH,          SOUTH CAROLINA 29582          (843) 359-4250</p>	
<p>ASSETS OF PHASE V BUILDING'S          OF RIVERGATE          PREPARED FOR  <b>W.W. &amp; L.B. DEVELOPMENT COMPANY, L.L.C.</b>          (NOTE: THIS BEGINS A PORTION OF PHASE I OF PROJECT)</p>	
<p>1" = 40' SCALE</p>	

03

819797

FILED  
STATE OF SOUTH CAROLINA  
SEP 23 PM 3:56  
COUNTY OF HORRY  
REGISTER OF DEEDS

FIFTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 7, Phase VI)

This Fifth Amendment to Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act of Act) is made and executed in Horry County, South Carolina, this 23rd day of September 2002, by WW & LB Development Company, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina, and being more particularly described on Exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

- Declaration: The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 7 of The Development.
- Building: Building 7 contains Units A & B with each having a square footage of 1430. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D beginning at Page 113 in the Office of Register of Deeds for Horry County, South Carolina.
- Percentage of Ownership: The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
- Architect's Certificate: Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976)

DEED  
2522 0324

1191  
32  
3

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Fifth Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

*Nicole J. Costeau*  
Witness #1 Nicole J. Costeau

BY: *Wayne Winderman*  
Wayne Winderman, Manager

*William Kuchetski*  
Notary as Witness #2 William Kuchetski

PENNSYLVANIA  
STATE OF ~~XXXXXXXXXXXX~~  
Bucks  
COUNTY OF ~~XXXXXX~~

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC, by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

*Nicole J. Costeau*  
Witness #1 Nicole J. Costeau

Sworn to and subscribed  
Before me this 23 day  
of September, 2002

Notarial Seal  
William Kuchetski, Notary Public  
Lower Makefield Twp., Bucks County  
My Commission Expires Nov. 7, 2005  
Member, Pennsylvania Association Of Notaries

*William Kuchetski* ((Seal))  
NOTARY PUBLIC FOR Pennsylvania  
My Commission Expires Nov. 7th 2005



EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase VI, Building 7 contains Units A & B, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated September, 2002, and recorded on the day of 9-23, 2002, in the Office of the ROD for Horry County, South Carolina, in Plat Book 185 at Page 189, with said Building 7 containing 1430 sq. feet, each unit and designated as Phase VI pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress & Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat). Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210, at Page 1239, and in Deed Book 2243, at Page 85, in the Office of the ROD for Horry County, South Carolina.

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-235 *filed 23.6*  
SPLIT FROM 131-02-01-013  
Map Blk Parcel  
9-24-02 *pa*

EXHIBIT "B"  
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
after addition of Building 7

Unit Type	Statutory Basic Value	Percentage of Ownership
2bdr	\$115	3.8591%
3bdr	\$140	4.6980%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

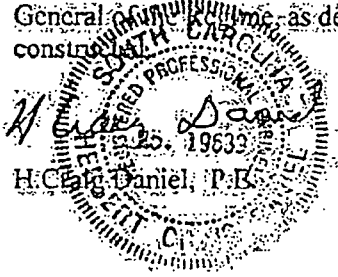


August 20, 2002.

Mr. Richard E. Lester  
Attorney at Law  
1301 - 48<sup>th</sup> Avenue North  
Myrtle Beach, S.C.

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 7, do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General, of the same, as designed and within reasonable construction tolerances, as constructed.

H. Craig Daniel, P.E.



# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO LLC

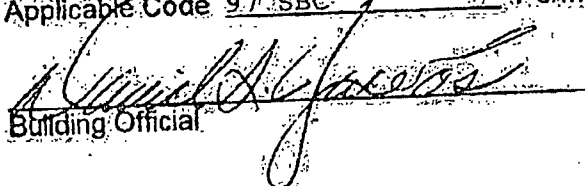
Owner Address RIVERGATE BLDG #7

Building Address 4308/4318 RIVERGATE / RIVERGATE, LITTLE RIVER

Units 0002 Use 103 Use classification TWO - FAMILY BUILDING

Type of Construction FR Occupant Load 00000 Sprinkler Provided NO Required NO

Applicable Code 97 SBC Permit # 0000083398 Report # 0316364

  
Building Official

STEPHEN BUCK  
Inspector 

September 17, 2002  
Date

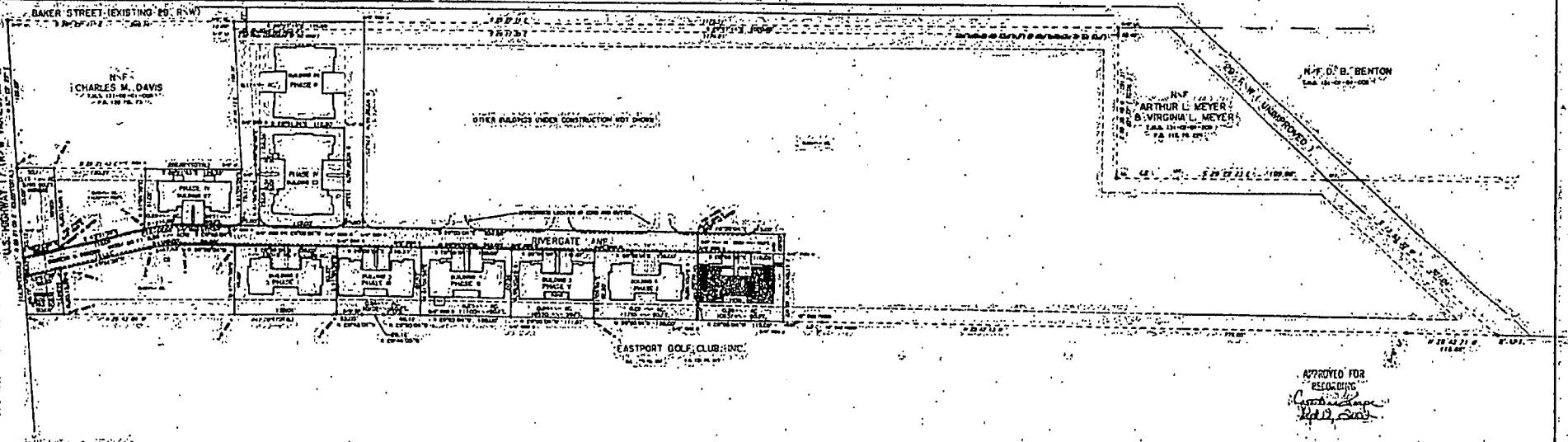
EXHIBIT "D"

10.31.11 Master Deed Documents from Plaintiff 000253

36  
11967



LOCATION MAP, N.T.S.  
185-189



APPROVED FOR RECORDING  
*[Signature]*

**CERTIFICATE OF RECORDS**  
I HEREBY CERTIFY THAT THE COPY OF THIS PLAN, AS SUBMITTED TO ME, IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE.  
DATE: 8/2/05  
FILE NO: 1497  
REGISTERED SURVEYOR  
*[Signature]*

**CERTIFICATE OF CONFORMITY AND DEDICATION**  
I HEREBY CERTIFY THAT THE COPY OF THIS PLAN, AS SUBMITTED TO ME, IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE.  
DATE: 8/2/05  
FILE NO: 1497  
REGISTERED SURVEYOR  
*[Signature]*

**NOTES**  
PHASE I TOTAL AREA 1.17 AC.  
PHASE II TOTAL AREA 0.84 AC.  
PHASE III TOTAL AREA 0.84 AC.  
PHASE IV TOTAL AREA 0.84 AC.  
PHASE V TOTAL AREA 0.84 AC.  
PHASE VI TOTAL AREA 0.84 AC.  
PHASE VII TOTAL AREA 0.84 AC.  
REVISIONS OF THIS PLAN: 01-01-01  
TOTAL AREA 10.00 AC.

**STATE PLANS:**  
QUADRIC MONUMENT WITH STATE PLAIN COORDINATES LOCATED BEYOND BOUNDARY OF THIS PROPERTY.

**REFERENCE:**  
BOUNDARY AND METERS MAP BY PERCY LANE SURVEYING DATED 8/21/1008 AND RECORDED IN PLAT BOOK 80 AT PAGE 16.

**TAX MAP NUMBER:**  
TAX MAP PARCEL # (31)-01-011

**ACREAGES:**  
TOTAL SITE AREA 13.04 ACRES

**FLOOD ZONE INFORMATION:**  
PHASE I IS NOT IN A FLOOD HAZARD ZONE. ZONE MAP PER F.E.M.A. MAP NUMBER 420104 (04) 4-B (2001) (D) (1) DATED AUGUST 23, 1999.

**PLAT BOOK REFERENCE:**  
RECORDED IN PLAT BOOK 149 AT PAGE 84

<b>RIVERGATE, PHASE VI, LITTLE RIVER, SOUTH CAROLINA</b>	
ATLANTIC LAND SURVEYING CO. NORTH MYRTLE BEACH, SOUTH CAROLINA, 29502 (843) 399-4260	
ASBULTS OF PHASE VI BUILDING 7 OF RIVERGATE PREPARED FOR <b>W.W. B. LUBB DEVELOPMENT COMPANY, L.L.C.</b>	
NOTE: THIS BEING A PORTION OF PHASE I OF PROJECT	
SCALE: 1" = 100' GRAPHIC SCALE - FEET	

1497

820809 REL/Rivergate/MSW

FILED

OCT 17 AM 9:04

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

SIXTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 24, Phase VII)

This Sixth Amendment to Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended ("Horizontal Property Act" or "Act") is made and executed in Horry County, South Carolina, this 9th day of October, 2002, by WW & LB Development Company, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed"), in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina; and

WHEREAS, pursuant to Article III of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina, and being more particularly described on Exhibit "A" attached hereto (said property being hereinafter referred to as the "Property");

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The Property together with the buildings thereon shall be referred to as Building 24 of The Development.

2. Building. Building 24 contains Units A & B, with each having a square footage of 1353. The floor plans of the Building which shows graphically the dimensions, area, and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book 1D, beginning at Page 221 in the Office of Register of Deeds for Horry County, South Carolina.

3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.

DEED  
2529 1397

1498  
38 1397

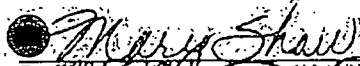
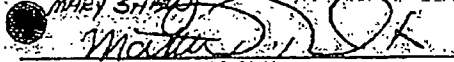
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Sixth Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

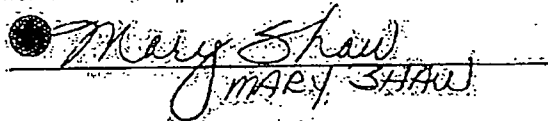
  


BY: 

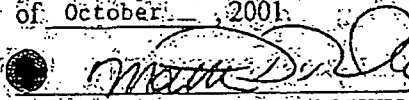
Pennsylvania  
STATE OF SOUTH CAROLINA  
Bucks  
COUNTY OF Horry

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC, by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

  
MARY SHAW

Sworn to and subscribed  
Before me this 9th day  
of October, 2001.

  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires 3/18/2006

Notarial Seal  
Matthew D. Disanto, Notary Public  
Lower Makefield Twp., Bucks County  
My Commission Expires Mar. 18, 2006  
Member, Pennsylvania Association Of Notaries

EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase VII, Building 24 contains Units A & B, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated October 9, 2002, and recorded on the day of Oct 17, 2002, in the Office of the ROD for Horry County, South Carolina, in Plat Book 186 at Page 39, with said Building 24 containing .22 acres and 9610 sq. ft. designated as Phase VII pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress & Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat) Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210, at Page 1239, and in Deed Book 2243, at Page 85, in the Office of the ROD for Horry County, South Carolina.

HORRY COUNTY ASSESSOR  
NEW PARCEL: 131-02-01-237 + 238  
SPLIT FROM: 131-02-01-013  
Map Lit Parcel  
10-17-02

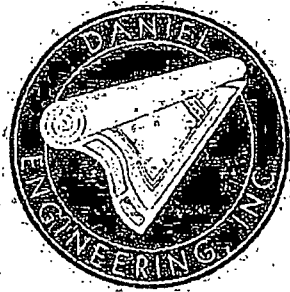
EXHIBIT  
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
after addition of Building 24

Unit Type	Statutory Basic Value	Percentage of Ownership
2bdr	\$115	3.5826%
3bdr	\$140	4.3614%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"



October 10, 2002

Mr. Richard E. Lester  
Attorney at Law  
1301- 48<sup>th</sup> Avenue North  
Myrtle Beach, S.C.

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Buildings 24, do depict the dimensions, area and locations of the Units and Common Elements, both Limited and Unlimited of the Regime, as designed and within reasonable construction tolerances, as constructed.

*H. Craig Daniel*  
No. 19539  
H. Craig Daniel, P.E.  
HERBERT CRAIG DANIEL

11/02

010001

Monday, October 14, 2002 1:13 PM

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building WR & LB DEVELOPMENT CO LLC

Owner Address RIVERGATE/BLDG 24 - A & C

Building Address 4247 RIVERGATE LANE / RIVERGATE, LITTLE RIVER

Units 0002 Use 103 Use classification TWO - FAMILY BUILDING

Type of Construction FR Occupant Load 00000 Sprinkler Provided NO Required NO

Applicable Code 97 SBC Permit # 0000083955 Report # 0318395

*[Signature]*  
 Boarding Official

STEPHEN BUCK *[Signature]*  
 Inspector

October 09, 2002  
 Date

EXHIBIT "D"

10.31.11 Master Deed Documents from Plaintiff 0000083955

43

1203

FILED  
 STATE OF SOUTH CAROLINA, S.C. CORRECTION TO SIXTH AMENDMENT  
 TO MASTER DEED OF RIVERGATE  
 COUNTY OF HORRY OCT 28 AM 8:28 HORIZONTAL PROPERTY REGIME  
 (Building 24, Phase VII)

R.M.C.

THIS CORRECTION TO SIXTH AMENDMENT TO MASTER DEED OF RIVERGATE HORIZONTAL PROPERTY REGIME, made this 24 day of October, 2002, by WW & LB Development Company, LLC, hereinafter referred to as "Declarant".

WHEREAS, Declarant recorded Sixth Amendment to Master Deed of Rivergate Horizontal Property Regime on October 17, 2002, in Deed Book 2529 at Page 1397 in the ROD's Office for Horry County, South Carolina, wherein said Amendment was recorded to bring in to the Regime Building 24; and

WHEREAS, there was a scrivener's error made in that Building 24 actually has Units A and C and not Units A and B, and

WHEREAS, it is the desire of the Declarant to correct this error by filing this Correction to Sixth Amendment to Master Deed of Rivergate Horizontal Property Regime.

NOW, Therefore, for an in consideration of the foregoing, the Sixth Amendment to Master Deed of Rivergate Horizontal Property Regime is hereby amended as follows:

1. That Paragraph 2 Building is hereby amended to include Units A and C having a square footage of 1353.
2. That Paragraph 3 Percentage of Ownership is not to be changed as evidenced by the attached Exhibit "B" which was attached to the original recorded master Deed as the percentages were reflected correctly.
3. That the remaining Paragraphs of said Sixth Amendment to Master Deed shall remain in full force and effect.

WITNESSED:

WW & LB DEVELOPMENT, LLC

*Walter D. R.*  
*Nicole Hunter*

By: *Wayne Anderson*

HORRY COUNTY ASSESSOR  
 131-02-a-237 & 238

Map Blk Parcel  
 10-29-02

DEED  
 2533 0258

120456  
 2

STATE OF PENNSYLVANIA )  
 )  
COUNTY OF BUCKS )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC, by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

*Matthew D. Disanto*

Sworn to and subscribed  
Before me this 24 day  
of Oct, 2002.

*Matthew D. Disanto* (Seal)  
NOTARY PUBLIC FOR SOUTH CAROLINA PENNSYLVANIA  
My Commission Expires 3/18/2006



Notarial Seal  
Matthew D. Disanto, Notary Public  
Lower Makefield Twp., Bucks County  
My Commission Expires Mar. 18, 2006  
Member, Pennsylvania Association Of Notaries

EXHIBIT "B"  
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
after addition of Building 24

Unit Type	Statutory Basic Value	Percentage of Ownership
2bdr	\$115	3.5926%
3bdr	\$140	4.3614%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

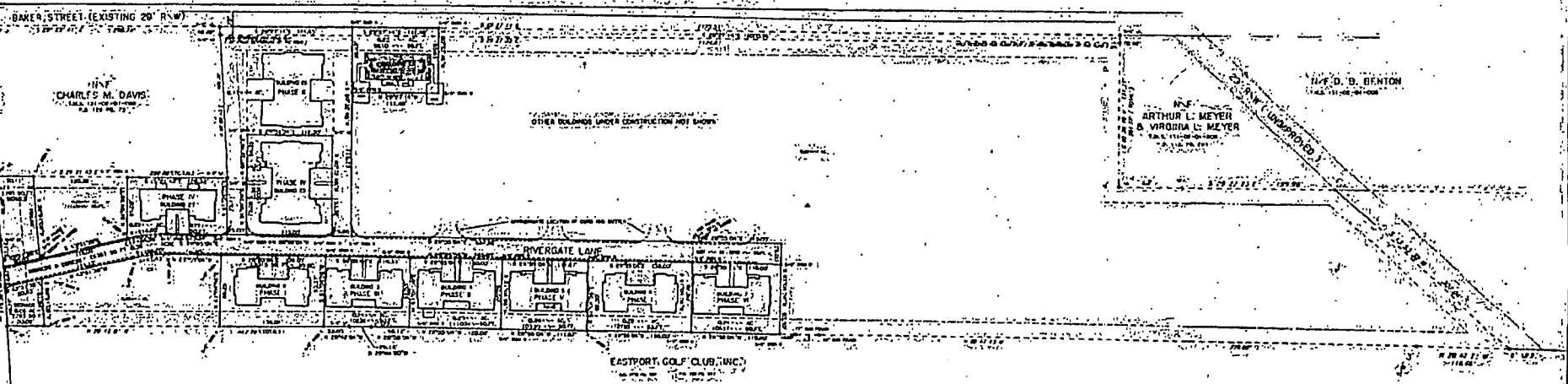
186-19



LOCATION MAP

186-39

186-39  
186-39  
186-39



CERTIFICATE OF ACCURACY

I, the undersigned, being a duly licensed Professional Engineer in the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the owner thereof, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner thereof.

DATE: 10/19/68  
STATE PLANS:  
CERTIFICATE MONUMENTS WITH STATE PLANE COORDINATES LOCATED BEYOND 8000' OF THIS PROPERTY.

REFERENCE:  
BOUNDARY AND REFERENCE MAP BY PERCY LAND SURVEYING DATED JULY, 1958 AND RECORDED IN PLAT BOOK 60 AT PAGE 34.  
TAX MAP-KILBBER:  
THIS PARCEL IS 131-00-01-013  
ACREAGES:  
TOTAL SITE AREA 15.00 ACRES.  
FLOOD-ZONE INFORMATION:  
PARCEL IS NOT IN A FLOOD HAZARD ZONE ZONE X PER F. I. M. A. MAP  
FLOOD HAZARD ZONE X IS 4501 TO 5001 IN AUGUST 25, 1972  
PLAT BOOK REFERENCE:  
RECORDED IN PLAT BOOK 186 AT PAGE 39.

CERTIFICATE OF OWNERSHIP AND DESIGNATION  
I, the undersigned, being a duly licensed Professional Engineer in the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the owner thereof, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner thereof.

NOTES:  
PHASE I TOTAL ACRES 15.00  
PHASE II TOTAL ACRES 15.00  
PHASE III TOTAL ACRES 15.00  
PHASE IV TOTAL ACRES 15.00  
PHASE V TOTAL ACRES 15.00  
PHASE VI TOTAL ACRES 15.00  
PHASE VII TOTAL ACRES 15.00  
TOTAL ACRES 15.00

APPROVED FOR RECORDING:  
Cynthia Sharp  
10/15/68

RIVERGATE PHASE VII  
LITTLE RIVER, SOUTH CAROLINA  
ATLANTIC LAND SURVEYING Co.  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA; 29582  
(843) 399-4200  
ASBULET OF PHASE VII BUILDING 24  
OF RIVERGATE  
PREPARED FOR  
W.W. & L.B. DEVELOPMENT COMPANY, L.P.C.  
NOTE: THIS BEING A PORTION OF PHASE I OF PROJECT  
GRAPHIC SCALE - FEET  
OCTOBER 6, 1968

FILED  
Horry County, SC  
STATE OF SOUTH CAROLINA  
DEC-9 PM 4:25  
COUNTY OF HORRY  
REGISTER OF DEEDS

SEVENTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building I, Phase VIII)

This SEVENTH Amendment to Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this 5th day of December 2002, by WW & LB Development Company, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina, and:

WHEREAS, pursuant to Article III of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate, together with improvements thereon located in Horry County, South Carolina, and being more particularly described on Exhibit "A" attached hereto (said property being hereinafter referred to as the "Property");

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building I of The Development.
2. Building. Building I contains Units A & B with each having a square footage of 1813. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book \_\_\_\_\_ beginning at Page: \_\_\_\_\_ in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2545 0776

A  
12086

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Seventh Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Mary Shaw  
First Witness

BY Wayne Winkler

Matt Jones  
Witness (can be Notary)

STATE OF PENNSYLVANIA )  
COUNTY OF BUCKS )

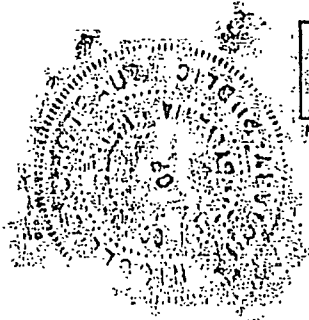
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC, by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Mary Shaw  
(Same First Witness as above)

Sworn to and subscribed  
Before me this 5 day  
of Dec 2002

Nicole J. Croteau (Seal)  
NOTARY PUBLIC FOR PA  
My Commission Expires 3-31-03



Notarial Seal  
Nicole J. Croteau, Notary Public  
Lower Makefield Twp, Bucks County  
My Commission Expires Mar. 31, 2003  
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase VIII, Building 1, contains Units A & B, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated November 20, 2002, and recorded on the day of \_\_\_\_\_, 2002, in the Office of the ROD for Horry County, South Carolina, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ with said Building 1 containing 0.25 acres and designated as Phase VIII pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage containing 0.13 acres, "Ingress & Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat). Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210, at Page 1239, and in Deed Book 2243, at Page 85, in the Office of the ROD for Horry County, South Carolina.

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-239 & 240  
SPLIT FROM 131-02-01-013 & 218  
Map Blk Parcel  
12-10-02

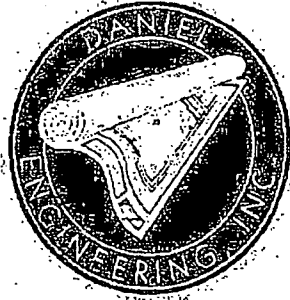
EXHIBIT "B"  
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
after addition of Building 1

Unit Type	Statutory Basic Value	Percentage of Ownership
2bdr	\$115	3.2951%
3bdr	\$140	4.0115%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"



November 21, 2002

Mr. Richard E. Lester  
Attorney at Law  
1301- 48<sup>th</sup> Avenue North  
Myrtle Beach, S.C.

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building I, do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as



12/3

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building: WW & LB DEVELOPMENT CO LLC

Owner Address: RIVER GATE/BLDG 1

Building Address: 4226/4228 RIVERGATE / RIVERGATE, LITTLE RIVER

Units: 0002 Use: 103 Use classification: TWO- FAMILY BUILDING "R-3"

Type of Construction: FR Occupant Load: 00000 Sprinkler Provided: NO Required: NO

Applicable Code: 97 SBC Permit #: 0000084952 Report #: 0322778

*Michael A. Jacobs*  
Building Official

STEPHEN BUCK *Stephen Buck* (Signature)  
Inspector

December 03, 2002  
Date

EXHIBIT "D"

53

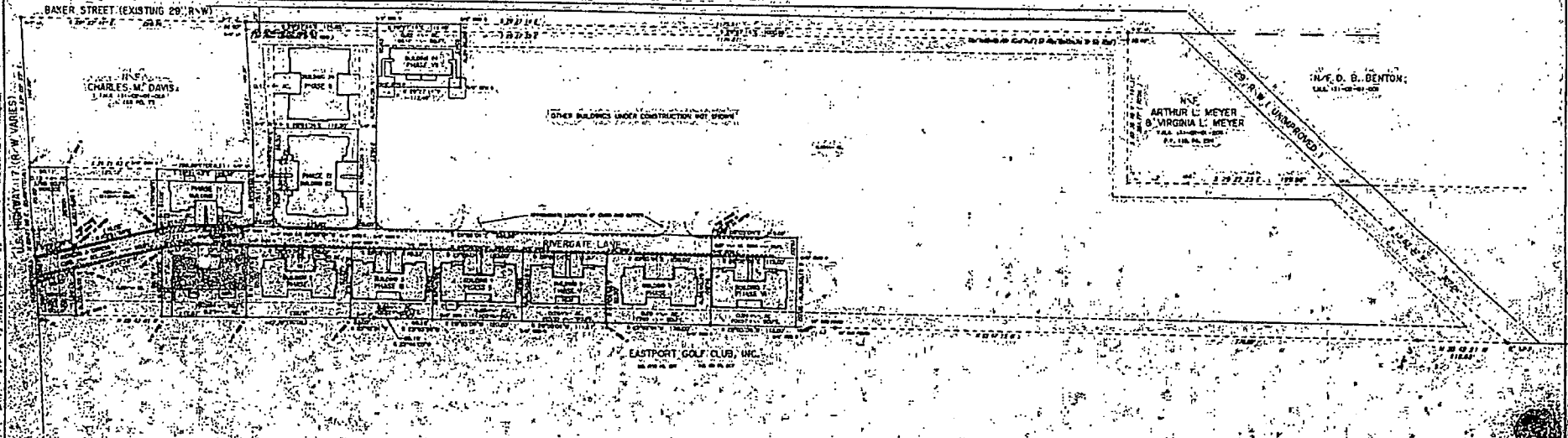
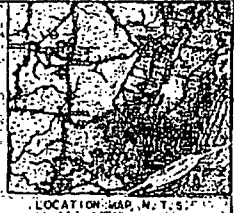
1213

10-31-11 Master Deed Documents from Plaintiff 000077

187-31

187-31

187-31



**CERTIFICATE OF ACCURACY**  
 I, the undersigned, being a duly licensed Professional Engineer in the State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the owner, and that the same is a true and correct copy of the original as shown to me by the owner, and that the same is a true and correct copy of the original as shown to me by the owner.

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 I, the undersigned, being a duly licensed Professional Engineer in the State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the owner, and that the same is a true and correct copy of the original as shown to me by the owner, and that the same is a true and correct copy of the original as shown to me by the owner.

**NOTICE**  
 THIS PLAN IS A PART OF A SET OF PLANS FOR THE DEVELOPMENT OF THE RIVERGATE LANE AREA, AND IS TO BE CONSIDERED AS SUCH.

**STATE PLANS**  
 THIS PLAN IS A PART OF A SET OF PLANS FOR THE DEVELOPMENT OF THE RIVERGATE LANE AREA, AND IS TO BE CONSIDERED AS SUCH.

**TAX MAP NUMBER**  
 187-31

**REVISIONS**  
 1. AS SHOWN ON PLAT BOOK 114 AT PAGE 24

**FOR FURTHER INFORMATION**  
 CONTACT THE ENGINEER OR ARCHITECT AT THE ADDRESS LISTED BELOW.

**FOR BOOK REFERENCE**  
 CONTACT THE ENGINEER OR ARCHITECT AT THE ADDRESS LISTED BELOW.

**RIVERGATE PHASE VIII**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING CO.  
 NORTH MYRTLE BEACH  
 SOUTH CAROLINA 29582  
 (843) 395-4400

**RESULTS OF PHASE VIII BUILDING**  
 OF RIVERGATE  
 PREPARED FOR:

**W.W. B. L. B. DEVELOPMENT COMPANY, L.L.C.**  
 NOTE: THIS BEING A PORTION OF PHASE I OF PROJECT

SCALE: 1" = 40'

DATE: 11/14/14

BY: [Signature]

FOR: [Signature]

114

767071

REL/Marcia/Rivergate

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

**EIGHTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 10, Phase IX)**

REGISTRAR OF DEEDS

This EIGHTH Amendment to Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this 21st day of January 2003, by WW & LB Development Company, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina; and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime; and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate, together with improvements thereon located in Horry County, South Carolina, and being more particularly described on Exhibit "A" attached hereto (said property being hereinafter referred to as the "Property");

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration: The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 10 of The Development.
2. Building: Building 10 contains Units A & B with each having a square footage of 1430. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D beginning at Page 143 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership: The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate: Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976)

DEED  
2559 0188

12/5/03

Except as specifically amended hereby, the Master Deed and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Eighth Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

*Sharon R. Wright*

BY: *Wayne Wuderman*

*Elyse M. Jones*

STATE OF PENNSYLVANIA )

PROBATE

COUNTY OF BUCKS )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC, by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

*Sharon R. Wright*  
(Same First Witness as above)

Sworn to and subscribed  
Before me this 21<sup>st</sup> day  
of Jan, 2003.

*Kristine A. DiPasquale* (Seal)  
NOTARY PUBLIC FOR  
My Commission Expires: \_\_\_\_\_

NOTARIAL SEAL  
KRISTINE A. DIPASQUALE, Notary Public  
Falls Twp., Bucks County  
My Commission Expires Dec. 19, 2005

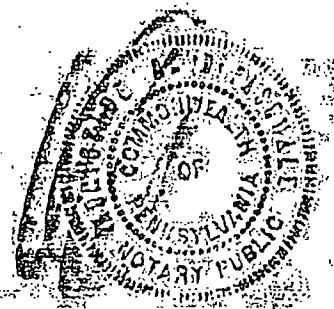


EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase IX Building 10 contains Units A & B, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated November 20, 2003, and recorded on the day of Jan. 24, 2003, in the Office of the ROD for Horry County, South Carolina in Plat Book 188 at Page 003, with said Building 10 containing <sup>more or less</sup> 0.24 acres and designated as Phase IX pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress & Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat) Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at Page 1239, and in Deed Book 2243 at Page 85, in the Office of the ROD for Horry County, South Carolina.

HORRY COUNTY ASSESSOR  
NEW PARCEL 13-02-01-2417-242  
SPLIT FROM 13-02-01-013  
Map. Bk Parcel  
1-27-03

EXHIBIT B  
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
after addition of Building 10

Unit Type	Statutory Basic Value	Percentage of Ownership
2bdr	\$115	3.0504%
3bdr	\$140	3.7135%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

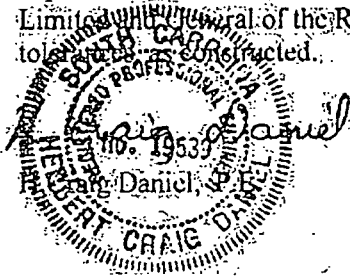
EXHIBIT "C"



January 15, 2003

Mr. Richard E. Lester  
Attorney at Law  
1301- 48<sup>th</sup> Avenue North  
Myrtle Beach, S.C.

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 10, do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction to be used as constructed.



163

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO. LLC

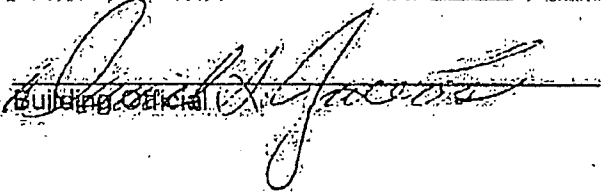
Owner Address RIVER GATE BLDG 10 UNIT A/B

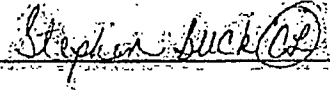
Building Address 4348/4350 RIVER GATE / RIVER GATE, LITTLE RIVER

Units 0002 Use 102 Use classification SINGLE-FAMILY HOUSE, ATTACHED "R-3"

Type of Construction FR Occupant Load 00000 Sprinkler Provided NO Required NO

Applicable Code 2000 IRC Permit # 0000085844 Report # 0326586

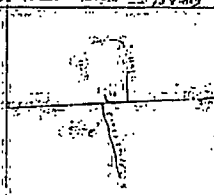
  
Building Official

STEPHEN BUCK   
Inspector

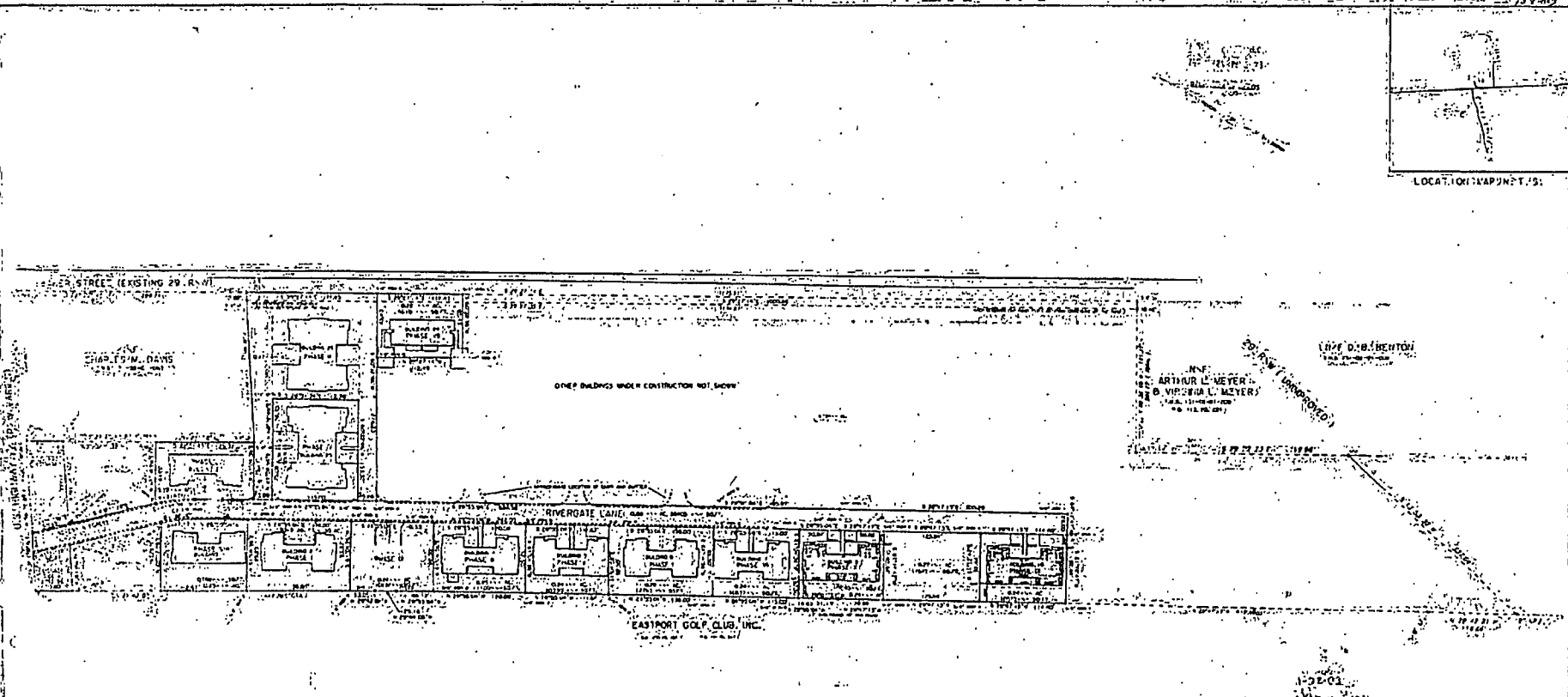
January 21, 2003  
Date

EXHIBIT UDI

10.31.11 Master Deed Documents from Plaintiff 000083



LOCATION MAP POINT 1/2



7/12/78  
 7037  
 61  
 1221

CERTIFICATE OF LEAVENING AND DEDICATION  
 IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Little River, South Carolina, this 12th day of July, 1978.

W.W. B. L. & B. DEVELOPMENT COMPANY, L.L.C.  
 PROJECT ENGINEER

**RIVERGATE PHASE IX**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING CO.  
 1 NORTH MYRTLE BEACH  
 SOUTH CAROLINA 29582  
 (803) 399-6360

ASBUILTS OF PHASE IX, BUILDING 10  
 OF RIVERGATE  
 PREPARED FOR  
**W.W. B. L. & B. DEVELOPMENT COMPANY, L.L.C.**

SCALE: 1" = 100'  
 GRAPHIC SCALE - FEET

FILED  
STATE OF SOUTH CAROLINA) S.C.  
COUNTY OF HORRY 2003 FEB -7 PM 3:28  
BALL V. SIMPSON  
REGISTRAR OF DEEDS  
NINTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 8, Phase X)

This NINTH Amendment to Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this 21st day of January, 2003, by W.W. & LB Development Company, LLC, hereinafter referred to as "Declarant"

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina, and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina, and being more particularly described on Exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration: The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 8 of The Development.
2. Building: Building 8 contains Units A & B with each having a square footage of 1430. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book \_\_\_\_\_ beginning at Page \_\_\_\_\_ in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership: The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate: Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2563 0599

1272  
577  
62

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded;

IN WITNESS WHEREOF, the Declarant has executed this Ninth Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

[Signature]  
1<sup>st</sup> Witness DARLY WEIDERT

BY: [Signature]

[Signature]  
2<sup>nd</sup> Witness PAUL PERREULT

STATE OF PENNSYLVANIA )  
  )  
COUNTY OF BUCKS            )

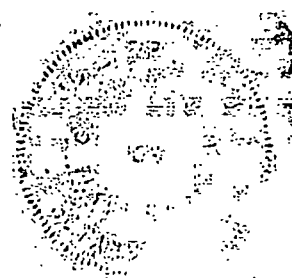
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC, by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

[Signature]  
1<sup>st</sup> Witness DARLY WEIDERT

Sworn to and subscribed  
Before me this 21 day  
of January, 2003.

[Signature] (Seal)  
NOTARY PUBLIC FOR \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Notarial Seal  
Paul E. Perreault, Notary Public  
Yardley, Bucks County  
My Commission Expires December 2, 2006

EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase X, Building 8 contains Units A & B, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated 11/20, 2002, and recorded on the day of \_\_\_\_\_, 2003, in the Office of the ROD for Horry County, South Carolina, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, with said Building 10 containing 0.24 acres, more or less, and designated as Phase IX pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress & Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat). Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210, at Page 1239, and in Deed Book 2243, at Page 85, in the Office of the ROD for Horry County, South Carolina.

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-243 & 244  
SPLIT FROM 131-02-01-013  
Map Blk Parcel  
2/10/03

EXHIBIT <sup>B</sup>  
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
after addition of Building 8

Unit Type	Statutory Basic Value	Percentage of Ownership
2bdr	\$115	2.8395%
3bdr	\$140	3.4568%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

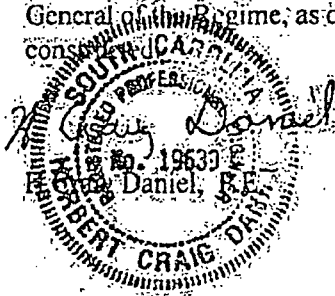
EXHIBIT "C"



January 15, 2003

Mr. Richard E. Lester  
Attorney at Law  
1301-48<sup>th</sup> Avenue North  
Myrtle Beach, S.C.

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 8, do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as



*10/11*

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB. DEVELOPMENT CO. LLC

Owner Address RIVER GATE BLG #8

Building Address 4318 RIVERGATE LANE / RIVER GATE, LITTLE RIVER

Units 0002 Use 103 Use classification TWO-FAMILY BUILDING "R-3"

Type of Construction FR Occupant Load 00000 Sprinkler Provided NO Required NO

Applicable Code 2000 IRC Permit # 0000086161 Report # 0328177

*[Signature]*  
Building Official

STEPHEN BUCK  
Inspector *[Signature]*

February 04, 2003  
Date

EXHIBIT "D"

67

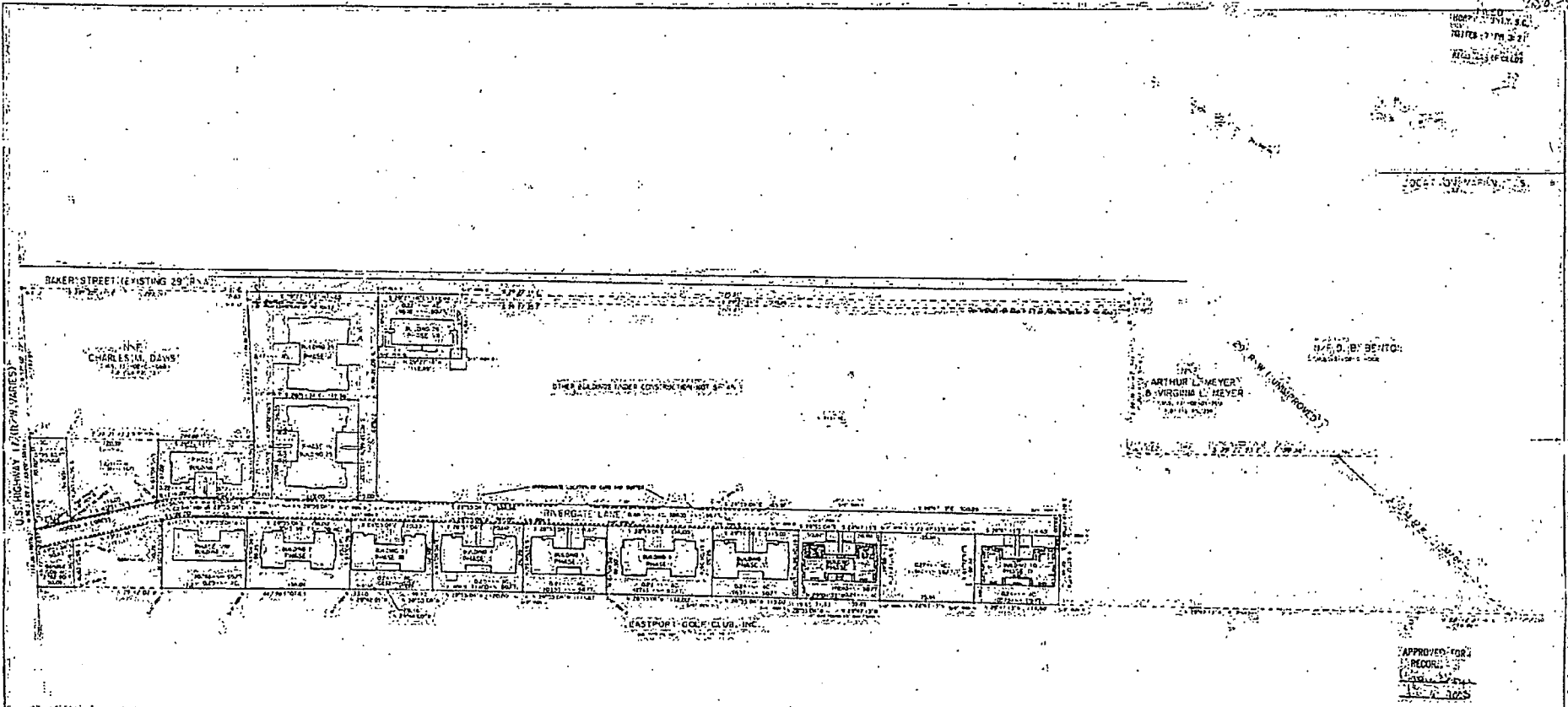
1227

10.31.11 Master Deed Documents from Plaintiff 000089

158-48

1950  
1951  
1952  
1953  
1954  
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1956  
1957  
1958  
1959  
1960

LOCAL JURISDICTION



M/D. B. BENTON  
L.S. 10-10-58

ARTHUR L. MEYER  
& VIRGINIA L. MEYER  
L.S. 10-10-58

APPROVED FOR  
RECORD  
L.S. 10-10-58

**CERTIFICATE OF TITLE**  
I, the undersigned, being a duly qualified and licensed Surveyor in the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office, and that the same is a true and correct copy of the original plan as filed in my office, and that the same is a true and correct copy of the original plan as filed in my office.

**STATE PLANS**  
This plan is a copy of the original plan as filed in my office, and is not to be used for any other purpose without the written consent of the undersigned.

**REFERENCE**  
No. 10-10-58

**MAP NUMBER**  
10-10-58

**RECORD**  
L.S. 10-10-58

**CERTIFICATE OF CONVEYANCE AND MEDIATION**  
I, the undersigned, being a duly qualified and licensed Surveyor in the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office, and that the same is a true and correct copy of the original plan as filed in my office, and that the same is a true and correct copy of the original plan as filed in my office.

**STATE PLANS**  
This plan is a copy of the original plan as filed in my office, and is not to be used for any other purpose without the written consent of the undersigned.

**REFERENCE**  
No. 10-10-58

**MAP NUMBER**  
10-10-58

**RECORD**  
L.S. 10-10-58

**NOTES**  
1. The plan is a copy of the original plan as filed in my office, and is not to be used for any other purpose without the written consent of the undersigned.  
2. The plan is a copy of the original plan as filed in my office, and is not to be used for any other purpose without the written consent of the undersigned.  
3. The plan is a copy of the original plan as filed in my office, and is not to be used for any other purpose without the written consent of the undersigned.

<b>RIVERGATE PHASE IX</b> LITTLE RIVER, SOUTH CAROLINA	
LAWSON & COMPANY, SURVEYORS NORTH MYRTLE BEACH, SOUTH CAROLINA, 29582 (843) 399-4200	
SUBLOTS OF PHASE IX BUILDING OF RIVERGATE PREPARED FOR <b>W. B. L. B. DEVELOPMENT COMPANY, L. C.</b>	
 GRAPHIC SCALE = 1" = 100'	

433100

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

FILED  
Horry County, S.C.  
TENTH AMENDMENT TO  
MASTER DEED OF RIVERGATE L. 02  
HORIZONTAL PROPERTY REGIME  
(Building 9, Phase XI)  
CLERK OF DEEDS

This TENTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 4th day of June 2003, WW & LB Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed") in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina, and:

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration: The Property is herewith submitted to the terms and provisions of the Master Dees and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 9 of The Development.
2. Building: Building 9 contains Units A & B with each having a square footage of 1430 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D beginning at Page 172 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership: The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate: Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2603 0589

32869

5. Certificate of Occupancy: Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this TENTH Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Randall Hartman  
1<sup>st</sup> Witness

BY:

Luther Bellamy  
Luther Bellamy, Member

Michael J. Hartman  
2<sup>nd</sup> Witness

STATE OF SOUTH CAROLINA )

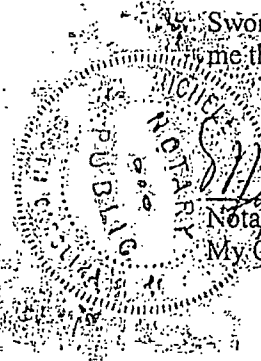
PROBATE

COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment; and that s/he with the other subscribing witness witnessed the execution thereof.

Randall Hartman  
1<sup>st</sup> Witness

Sworn to and subscribed Before  
me this 9<sup>th</sup> day of June 2003.



Michael J. Hartman (SEAL)  
Notary Public for  
My Commission Expires Feb. 13, 2012

EXHIBIT "A"

ALL AND SIGULAR, that certain property as shown as Phase XI, Building 9, containing Units A & B, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated may 27, 2003, and recorded on June 4, 2003, in the Office of the ROD for Horry County, South Carolina, in Plat Book 190 at page 71, containing 0.27 acres, more or less, and designated as Phase XI pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 9-A; 131-02-01-\_\_\_\_\_

New Parcel: Building 9-B; 131-02-01-\_\_\_\_\_

Split From: 131-02-01-013

HORRY COUNTY ASSESSOR  
NEW PARCEL: 131-02-01-2454246  
SPLIT FROM: 131-02-01-013  
Map Blk Parcel 65-03 PA

EXHIBIT "B"

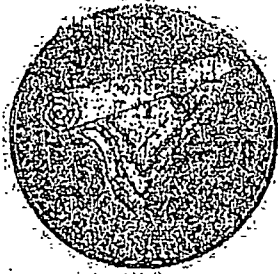
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
After addition of Building 9

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$115	2.6559%
3 Bedroom	\$140	3.2333%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

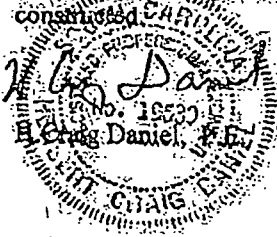
EXHIBIT "C"



May 20, 2003

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 9, do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as constructed.



3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29585 • PHONE/FAX: 843-235-6340 • MOBILE: 843-222-4670

1233

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO LLC

Owner Address RIVER GATE BLDG 9

Building Address 4332 / 4342 RIVER GATE / RIVER GATE, LITTLE RIVER

Units: 0002 Use 103 Use classification TWO- FAMILY BUILDING "R-3"

Type of Construction FR Occupant Load 00000 Sprinkler Provided NO Required NO

Applicable Code 2000 SIRC Permit # 10000088845 Report # 0340504

*[Signature]*  
Building Official

STEPHEN BUCK *[Signature]*  
Inspector

June 02, 2003  
Date

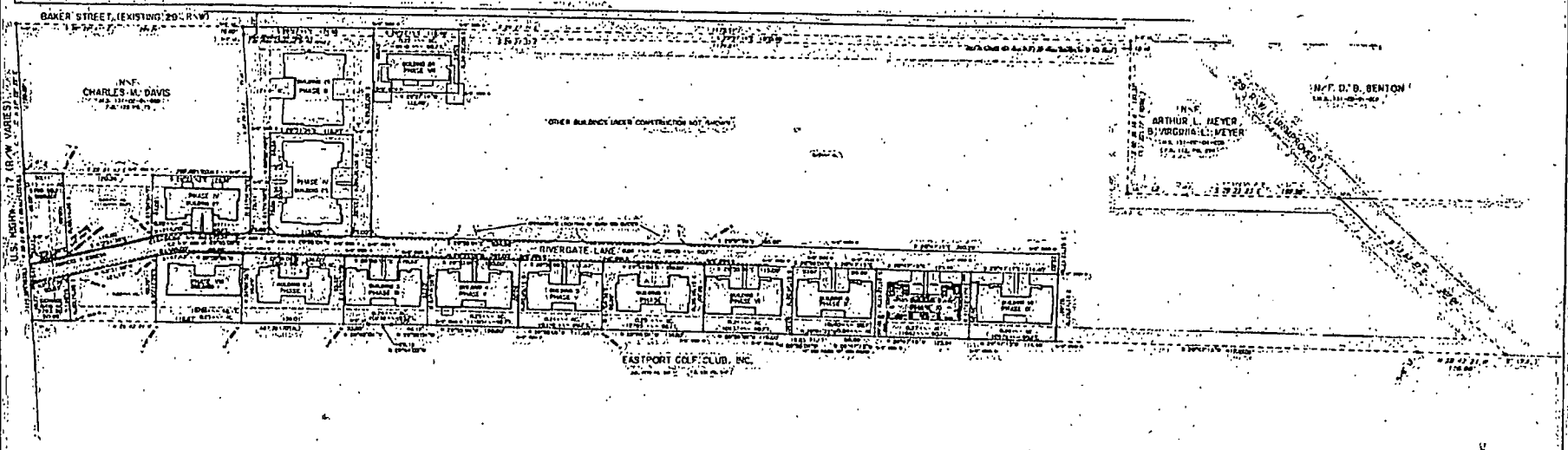
10-31-11 Minister Dept Documents & Code Enforcement 10000

EXHIBIT "D"

594  
10000

Book 190  
page 71

LOCALITY MAP



EASTPORT GOLF CLUB, INC.

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

The undersigned hereby certifies that I am the owner of the property described in the foregoing plat and that I have the right to make the same and to dedicate the same to the public use of the State of North Carolina.

*[Signature]*  
 \_\_\_\_\_  
 DATE: 5/20/79

**NOTICE**  
 THIS PLAN IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT AND THE PLAT ACT REGULATIONS. THE PLAT ACT REGULATIONS REQUIRE THAT THE PLAT BE RECORDED IN THE PUBLIC RECORDS OF THE STATE OF NORTH CAROLINA.

APPROVED FOR RECORDING  
*[Signature]*  
 6-3-79

**STATE PLANS:**  
 CONFORMS TO THE STATE PLANS COMPANIES ACT OF 1960 OF THE PROPERTY.

**REFERENCE:**  
 BOUNDARY AND AREA MAP BY HERBERT LAND SURVEYING CO. DATED 12/17/78 AND RECORDED IN PLAT BOOK 60 AT PAGE 10.

**TAX MAP NUMBER:**  
 1346, PARCEL 8 131-02-01-01.

**ACREAGES:**  
 TOTAL SITE AREA 1.34 ACRES.

**FLOOD ZONE INFORMATION:**  
 PHASE XI IS NOT IN A FLOOD HAZARD ZONE 1 PER F.L.C.A. 1974. MAPS ARE ON FILE IN THE COUNTY ENGINEER'S OFFICE IN ASHEVILLE, N.C.

**PLAT BOOK REFERENCE:**  
 RECORDED IN PLAT BOOK 184 AT PAGE 34.

**RIVERGATE PHASE XI**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING Co.  
 NORTH MYRTLE BEACH  
 SOUTH CAROLINA 29582  
 (843) 399-6250

ASBULTS OF PHASE XI BUILDING 9  
 OF RIVERGATE  
 PREPARED FOR  
 W.W. S. L. B. DEVELOPMENT COMPANY, L. L. C.

GRAPHIC SCALE - FEET  
 0 50 100 150

RECORDED IN PLAT BOOK 184 AT PAGE 34



75

AL-79

8357.57

FILED  
COUNTY S.C.  
2003 JUL -3 PM 2:20  
BALLEW V. SNIPPER  
REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

ELEVENTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 28, Phase XII)

This ELEVENTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 3rd day of July 2003, W.W. & L.B. Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed"; in Deed Book 2351, at Page 1239; records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deeds and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 28 of The Development.
2. Building. Building 28 contains Units A & B with each having a square footage of 1193.4 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D beginning at Page 179 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2614 0900

1236  
908

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this ELEVENTH Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Randall Stutz

1<sup>st</sup> Witness:

BY: Luther Bellamy

Luther Bellamy, Member

Michelle J. Hartman

2<sup>nd</sup> Witness:

STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Randall Stutz

1<sup>st</sup> Witness:

Sworn to and subscribed Before  
me this 3<sup>rd</sup> day of July 2003:

Michelle J. Hartman (SEAL)

Notary Public for

My Commission Expires

1237

EXHIBIT "A"

ALL AND SIGULAR, that certain property, as shown as Phase XII, Building 28 containing Units A & B, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated June 12, 2003, and recorded on July 3, 2003, in the Office of the ROD for Horry County, South Carolina, in Plat Book 190 at page 199, containing 0.27 acres, more or less, and designated as Phase XI pertaining to the Master Deed only and Phase I as to the Rivergate Project; (said acreage includes parcels designated at "Signage" containing 0.13 acres; "Ingress and Egress" containing 0.58 acres; "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina:

Horry County Assessor:

New Parcel: Building 9-A; 131-02-01-\_\_\_\_\_

New Parcel: Building 9-B; 131-02-01-\_\_\_\_\_

Split From: 131-02-01-013

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-247.9248  
SPLIT FROM 131-02-01-013  
Map Blk Parcel  
7-7-03 *fa*

EXHIBIT "B"

PERCENTAGE OF OWNERSHIP

Schedule I  
Percentage of Ownership  
After addition of Building 28

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$115	2.4946%
3 Bedroom	\$140	3.0369%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"



May 20, 2003

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 28, do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as constructed.

*H. Craig Daniel*

H. Craig Daniel, P.E.

905

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO. LLC

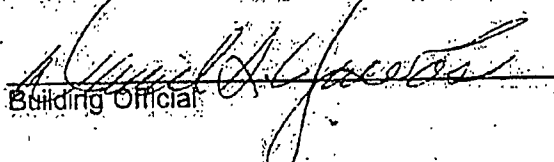
Owner Address RIVER GATE BLDG 28

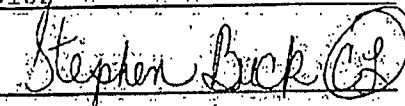
Building Address 4223 RIVERGATE LANE / RIVERGATE, LITTLE RIVER

Units 0002 Use 103 Use classification TWO-FAMILY BUILDING "R-3"

Type of Construction FR Occupant Load 00000 Sprinkler Provided NO Required NO

Applicable Code 2000 IRC Permit # 0000089338 Report # 0343182

  
Building Official

STEPHEN BUCK   
Inspector

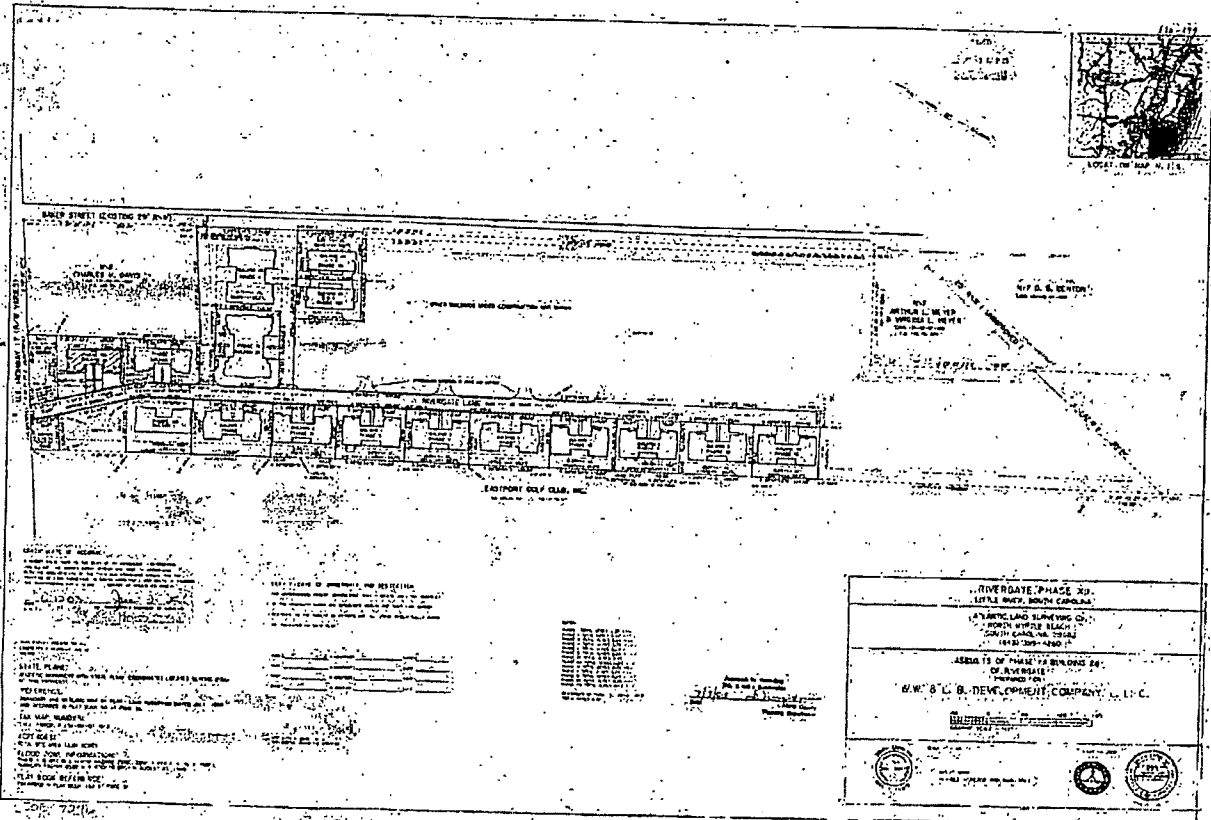
July 02, 2003  
Date

11/19/03

81

1241

10.31.11 Master Deed Documents from Plaintiff 000101



**GENERAL NOTES:**

1. SEE SHEET 20-1 FOR SITE PLAN.
2. SEE SHEET 20-2 FOR UTILITY PLAN.
3. SEE SHEET 20-3 FOR EROSION CONTROL PLAN.
4. SEE SHEET 20-4 FOR LANDSCAPE ARCHITECTURE PLAN.
5. SEE SHEET 20-5 FOR TRAFFIC SIGNAGE PLAN.
6. SEE SHEET 20-6 FOR FLOOD CONTROL PLAN.
7. SEE SHEET 20-7 FOR UTILITIES AND EROSION CONTROL PLAN.
8. SEE SHEET 20-8 FOR LANDSCAPE ARCHITECTURE PLAN.
9. SEE SHEET 20-9 FOR TRAFFIC SIGNAGE PLAN.
10. SEE SHEET 20-10 FOR FLOOD CONTROL PLAN.

**LEGEND:**

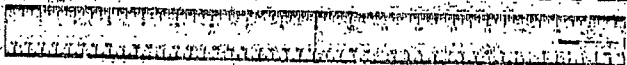
- 1. EXISTING PAVEMENT
- 2. EXISTING ASPHALT DRIVE
- 3. EXISTING CONCRETE DRIVE
- 4. EXISTING SIDEWALK
- 5. EXISTING CURB
- 6. EXISTING DRIVE
- 7. EXISTING DRIVE
- 8. EXISTING DRIVE
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- 46. EXISTING DRIVE
- 47. EXISTING DRIVE
- 48. EXISTING DRIVE
- 49. EXISTING DRIVE
- 50. EXISTING DRIVE

**RIVERGATE, PHASE 20,**  
**LITTLE RIVER, SOUTH CAROLINA**

**STANLEY LANG SUPERVISOR**  
**ARCHITECTURAL FIRM**  
**1000 SOUTH CAROLINA**  
**1000 SOUTH CAROLINA**

**ASSETS OF PHASE 20, PARCEL 20,**  
**OF RIVERGATE,**  
**PREPARED FOR**  
**W.W. B. DEVELOPMENT COMPANY, L.L.C.**

**DATE:** 10/1/2010  
**SCALE:** AS SHOWN



782007

FILED  
 STATE OF SOUTH CAROLINA )  
 COUNTY OF HORRY )  
 2003 OCT 15 PM 3:35  
 REGISTRAR OF DEEDS  
 TWELFTH AMENDMENT TO  
 MASTER DEED OF RIVERGATE  
 HORIZONTAL PROPERTY REGIME  
 (Building 24, Phase XIII)

This TWELFTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 15 day of October 2003, WW & LB Development, LLC, hereinafter referred to as "Declarant":

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed" in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 24 Units B & D of The Development.
2. Building. Building 24 Units B & D each having a square footage of 1353 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D beginning at Page 202 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2654 0467

1243  
2007

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this ELEVENTH Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Michael J. Hartman  
Witness

BY: Luther Bellamy  
Luther Bellamy, Member

Randall L. Hartman  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

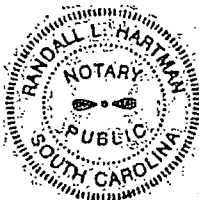
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Michael J. Hartman  
Witness

Sworn to and subscribed before  
me this 15<sup>th</sup> day of October 2003.

Randall L. Hartman (SEAL)  
Notary Public for South Carolina  
My Commission Expires 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

1244

EXHIBIT "A"

ALL AND SIGULAR, that certain property as shown as Phase XIII, Building 24 containing Units B & D, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated May 27, 2003, and recorded on October 15, 2003, in the Office of the ROD for Horry County, South Carolina, in Plat Book 192 at page 191, containing 0.18 acres, more or less, and designated as Phase XIII pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 24-B; 131-02-01-\_\_\_\_\_

New Parcel: Building 24-D; 131-02-01-\_\_\_\_\_

Split From: 131-02-01-013

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-2494-250  
SPLIT FROM 131-02-01-013

NEW PARCEL

10/16/03

EXHIBIT "B"

PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
After addition of Building 24

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$115	2.3517%
3 Bedroom	\$140	2.8629%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

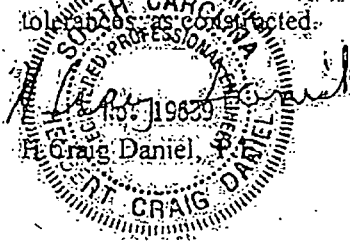
EXHIBIT "C"



May 20, 2003

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 24, do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerance, as constructed.



# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO. LLC

Owner Address RIVER GATE/BLDG 24 UNIT B&D

Building Address 4249/4257 RIVER GATE / RIVER GATE, LITTLE RIVER

Units 0002 Use 103 Use classification TWO-FAMILY BUILDING "R-3"

Type of Construction FR Occupant Load 00000 Sprinkler Provided NO Required NO

Applicable Code 2000 IRC Permit # 0000087830 Report # 0347236

*[Signature]*  
 Building Official

STEPHEN BUCK  
 Inspector *[Signature]* (CS)

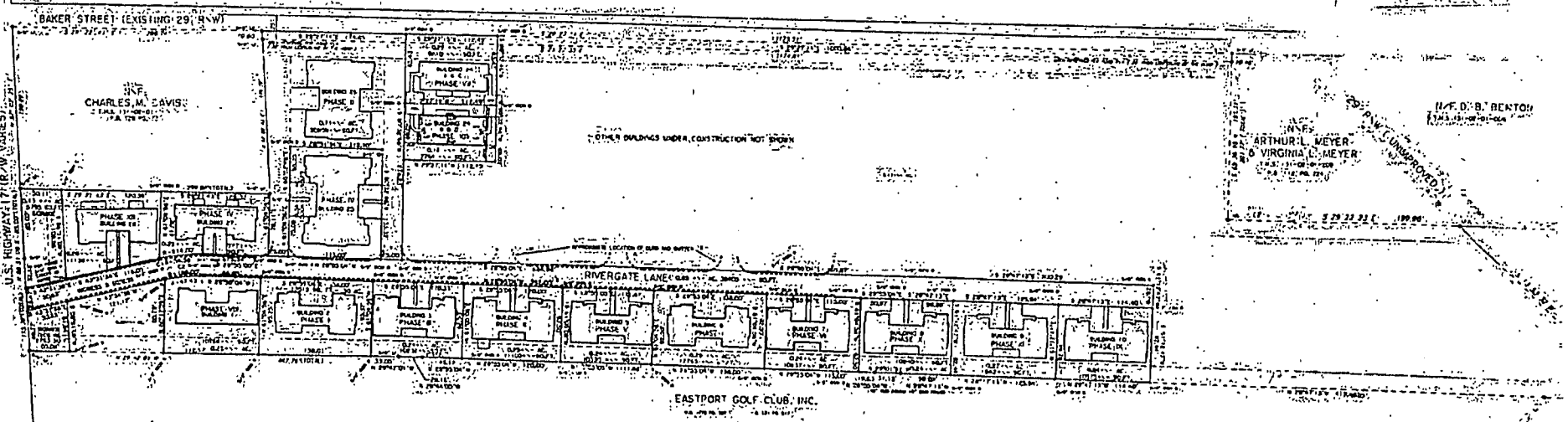
August 04, 2003  
 Date

EXHIBIT "D"

10.31.11 Master Deed Documents from Plaintiff 000107

1248

Book 1912  
Page 191



Approved for Recording  
Date 8/19/03  
County Planning Department

**CERTIFICATE OF ACCURACY**  
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, BELIEF AND FAITHFUL BELIEF, THE ABOVE DESCRIBED MAP, PLAN OR SPECIFICATION IS A TRUE AND CORRECT REPRESENTATION OF THE ACTUAL SITUATION ON THE GROUND AND THAT THE SAME COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF THE STATE OF SOUTH CAROLINA.  
DATE 6/10/03  
NAME [Signature]

**CERTIFICATE OF OWNERSHIP AND DESIGNATION**  
I HEREBY CERTIFY THAT I AM THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND THAT I HAVE DESIGNATED THE SAME AS PHASE XIII OF RIVERGATE. I HEREBY CERTIFY THAT THE ABOVE DESCRIBED MAP, PLAN OR SPECIFICATION IS A TRUE AND CORRECT REPRESENTATION OF THE ACTUAL SITUATION ON THE GROUND AND THAT THE SAME COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF THE STATE OF SOUTH CAROLINA.  
DATE [Blank]  
NAME [Blank]

**STATE PLANE:**  
COORDINATE MONUMENT WITH STATE PLANE COORDINATES LOCATED BEYOND 2000' OF THIS PROPERTY.  
**REFERENCE:**  
BOUNDARY AND ACRES MAP BY FERRY LAND SURVEYING DISTRICT, FOR LAND PARCELS IN PLAT BOOK 80 AT PAGE 12.  
**TAX MAP NUMBER:**  
TAX PARCELS 21-00-00-001  
**ACREAGES:**  
TOTAL NET AREA 136.00 ACRES  
**FLOOD ZONE INFORMATION:**  
PHASE I IS NOT IN A FLOOD HAZARD ZONE PER 44 C.F.R. 22.42(b).  
NUMBERS 2004-0022 - 8, 4501-0-002, 11 AUGUST 23, 1999.  
**PLAT BOOK REFERENCES:**  
RECORDED IN PLAT BOOK 100 AT PAGE 104

PHASE I	1.00
PHASE II	1.00
PHASE III	1.00
PHASE IV	1.00
PHASE V	1.00
PHASE VI	1.00
PHASE VII	1.00
PHASE VIII	1.00
PHASE IX	1.00
PHASE X	1.00
PHASE XI	1.00
PHASE XII	1.00
PHASE XIII	1.00
TOTAL	13.00

**RIVERGATE PHASE XIII**  
LITTLE RIVER, SOUTH CAROLINA

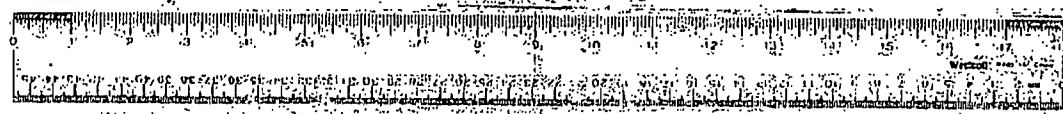
ATLANTIC LAND SURVEYING CO.  
NORTH ARTLE BEACH  
SOUTH CAROLINA 29582  
(843) 390-9260

ASBUILTS OF PHASE XIII BUILDING 24  
OF RIVERGATE  
PREPARED FOR  
W.W. B.L. B. DEVELOPMENT COMPANY

GRAPHIC SCALE 1" = 100'

DATE 8/19/03  
BY [Signature]

89  
1249



789310

FILED  
 HORRY COUNTY, S.C.  
 STATE OF SOUTH CAROLINA )  
 2003 DEC 10 PM 3:35 )  
 COUNTY OF HORRY )  
 B.L.L. )  
 REGISTRAR OF DEEDS )

THIRTEENTH AMENDMENT TO  
 MASTER DEED OF RIVERGATE  
 HORIZONTAL PROPERTY REGIME  
 (Building 23, Phase XV)

This THIRTEENTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 10<sup>th</sup> day of December 2003, WW & LB Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina, and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW, THEREFORE, Declarant hereby publishes and declares that:

1. Declaration: The Property is herewith submitted to the terms and provisions of the Master Dees and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 23 Units A & C of The Development.
2. Building: Building 23, Units A & C, each having a square footage of 1353 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D beginning at Page 233 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership: The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate: Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

HORRY COUNTY ASSESSOR  
 NEW PARCEL 13/02/01 2514 2512  
 SPLIT FROM 13/02/01 013  
 Map B Parcel  
 12-11-03

DEED  
 2674 0542

1250  
 942

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain, exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written:

WITNESSED:

WW & LB DEVELOPMENT, LLC

Michael J. Hartman  
1<sup>st</sup> Witness

BY: Luther Bellamy  
Luther Bellamy, Member

Randall L. Hartman  
Notary as Witness

STATE OF SOUTH CAROLINA )

PROBATE

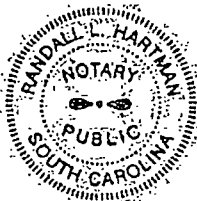
COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Michael J. Hartman  
1<sup>st</sup> Witness

Sworn to and subscribed before me this 10<sup>th</sup> day of December 2003.

Randall L. Hartman (SEAL)  
Notary Public for South Carolina  
My Commission Expires 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

1251

EXHIBIT "A"

ALL AND SIGULAR, that certain property as shown as Phase XV, Building 23 containing Units A & C, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated May 27, 2003, and recorded on December 10, 2003, in the Office of the ROD for Horry County, South Carolina, in Plat Book 193 at page 244, containing 0.12 acres, more or less, and designated as Phase XV pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 26-A; 131-02-01-\_\_\_\_\_

New Parcel: Building 26-C; 131-02-01-\_\_\_\_\_

Split From: 131-02-01-013

EXHIBIT "B"

PERCENTAGE OF OWNERSHIP

Schedule I

Percentage of Ownership  
After addition of Building 23 A & C

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$115	2.22437%
3 Bedroom	\$140	2.70793%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"



November 13, 2003.

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 23, Units A and C do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as constructed.



3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29585 • PHONE/FAX: 843-235-6340 • MOBILE: 843-999-4670  
1254

File

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building: WW & LB DEVELOPMENT CO. LLC

Owner Address: RIVER GATE/BLDG 23 A & C

Building Address: 4251/4255 RIVER GATE / RIVER GATE, LITTLE RIVER.

Units: 0002 Use: 103 Use classification: TWO-FAMILY BUILDING "R-3"

Type of Construction: FR Occupant Load: \_\_\_\_\_ Sprinkler Provided: NO Required: NO

Applicable Code: 2000 IRC Permit #: 0000093321 Report #: 0360476

[Signature]  
Building Official

STEPHEN BUCK [Signature]  
Inspector

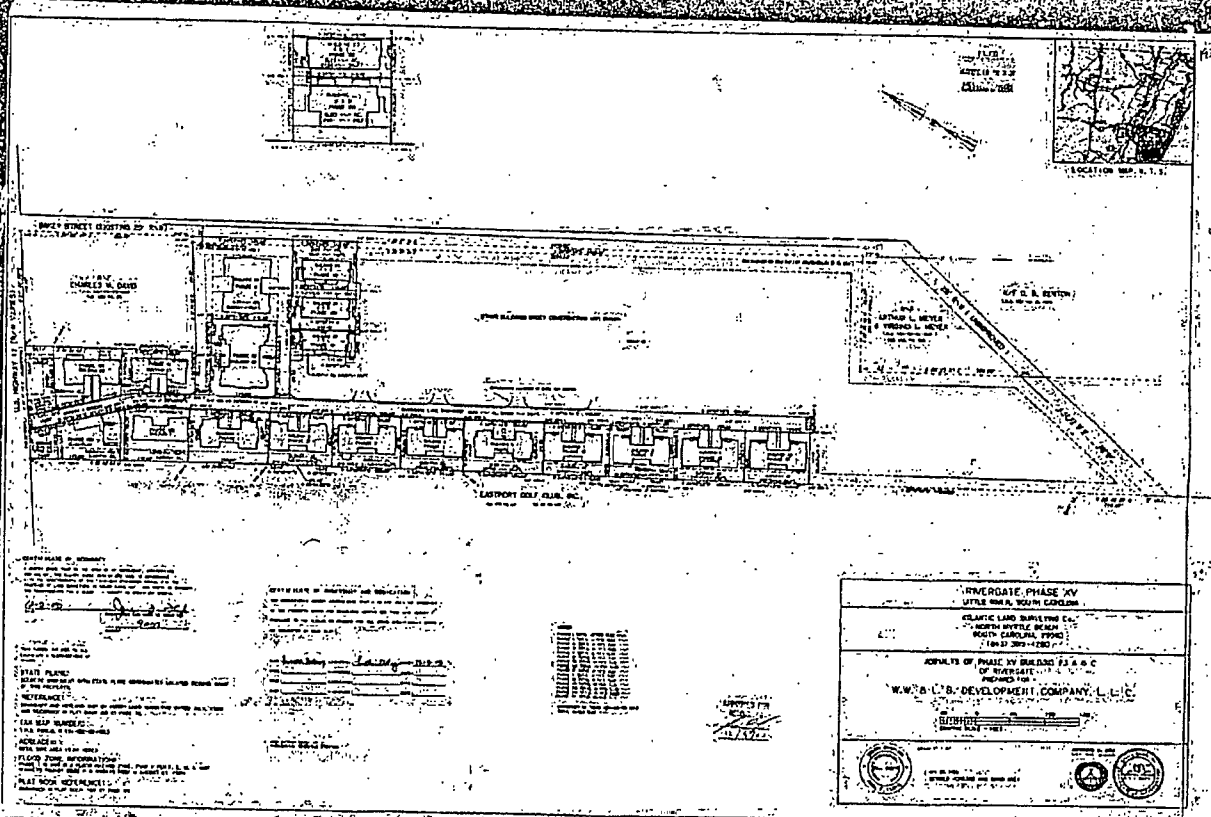
December 05, 2003  
Date

EXHIBIT

95

1255

10.31.11 Master Deed Documents from Plaintiff 000113



**GENERAL NOTES:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
3. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
4. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
5. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
6. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
7. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
8. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
9. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
10. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.

**OWNER'S REQUIREMENTS:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
3. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
4. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
5. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
6. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
7. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
8. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
9. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
10. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	100.00	100.00
2	STEEL	50	TONS	50.00	50.00
3	BRICK	1000	SQ YD	100.00	100.00
4	PAVING	1000	SQ YD	100.00	100.00
5	LANDSCAPING	1000	SQ YD	100.00	100.00
6	UTILITIES	1000	LF	100.00	100.00
7	FOUNDATION	1000	SQ YD	100.00	100.00
8	ROOFING	1000	SQ YD	100.00	100.00
9	MECHANICAL	1000	SQ YD	100.00	100.00
10	ELECTRICAL	1000	SQ YD	100.00	100.00

**RIVERGATE PHASE XIV**  
 LITTLE ROCK, SOUTH CAROLINA  
 CLAYTON LIND BUREAU INC.  
 NORTH MYRTLE BEACH  
 SOUTH CAROLINA 29585  
 (803) 324-1100

APPLICANTS OF PHASE BY BUREAU IS A & C  
 OF RIVERGATE  
 PROJECT NO. 14

**W.W.B. DEVELOPMENT COMPANY, L.L.C.**

DATE: 10/1/2014

SCALE: AS SHOWN

DATE: 10/1/2014

SCALE: AS SHOWN

789311

STATE OF SOUTH CAROLINA )  
Horry County, S.C. )  
COUNTY OF HORRY )  
2003 DEC 10 PM 3:41

**FOURTEENTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 23, Phase XVI)**

**BALL**  
This **FOURTEENTH** Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 10<sup>th</sup> day of December 2003, W.W. & L.B. Development, LLC, hereinafter referred to as "Declarant":

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. **Declaration.** The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 23 Units B & D of The Development.
2. **Building.** Building 23, Units B & D, each having a square footage of 1568 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D beginning at Page 224 in the Office of Register of Deeds for Horry County, South Carolina.
3. **Percentage of Ownership.** The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. **Architect's Certificate.** Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

HORRY COUNTY ASSESSOR  
NEW PARCEL 13/02-01-253-254  
SPLIT 13/02-01-013  
Map Milk Parcel  
12-11-03

DEED  
2674 094B

1257  
948

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Michel J. Hartman  
1<sup>st</sup> Witness

BY: Luther Bellamy  
Luther Bellamy, Member

Randall L. Hartman  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

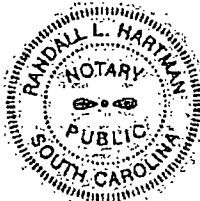
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Michel J. Hartman  
1<sup>st</sup> Witness

Sworn to and subscribed before me this: 04 day of December, 2003.

Randall L. Hartman (SEAL)  
Notary Public for South Carolina  
My Commission Expires 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

EXHIBIT "A"

ALL AND SIGULAR, that certain property as shown as Phase XVI, Building 23 containing Units B & D, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated May 27, 2003, and recorded on December 10, 2003, in the Office of the ROD for Horry County, South Carolina, in Plat Book 193 at page 245, containing 0.12 acres, more or less, and designated as Phase XVI pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property, being a portion of that property, conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 26-B; 131-02-01-

New Parcel: Building 26-D; 131-02-01-

Split From: 131-02-01-013

EXHIBIT "B"

PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
After addition of Building 23 B & D

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$115	2.11009 %
3 Bedroom	\$140	2.56881 %

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

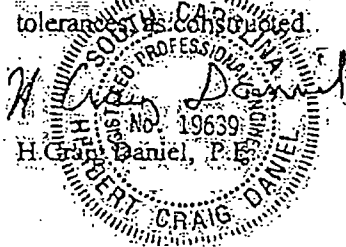
EXHIBIT "C"



November 13, 2003.

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 23, Units B and D do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerance as constructed.



CS

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction, or use, and the structure is approved for occupancy at this time. For the following:

EXHIBIT "D"

Owner of the Building WN & LB DEVELOPMENT CO LLC

Owner Address RIVER GATE BLDG 23

Building Address 4253 RIVERGATE LANE / RIVERGATE, LITTLE RIVER

Units 0002 Use 103 Use classification TWO - FAMILY BUILDING "R23"

Type of Construction FR Occupant Load \_\_\_\_\_ Sprinkler Provided NO Required NO

Applicable Code 2000 IRC Permit # 0000092542 Report # 0360451

*[Signature]*  
Building Official

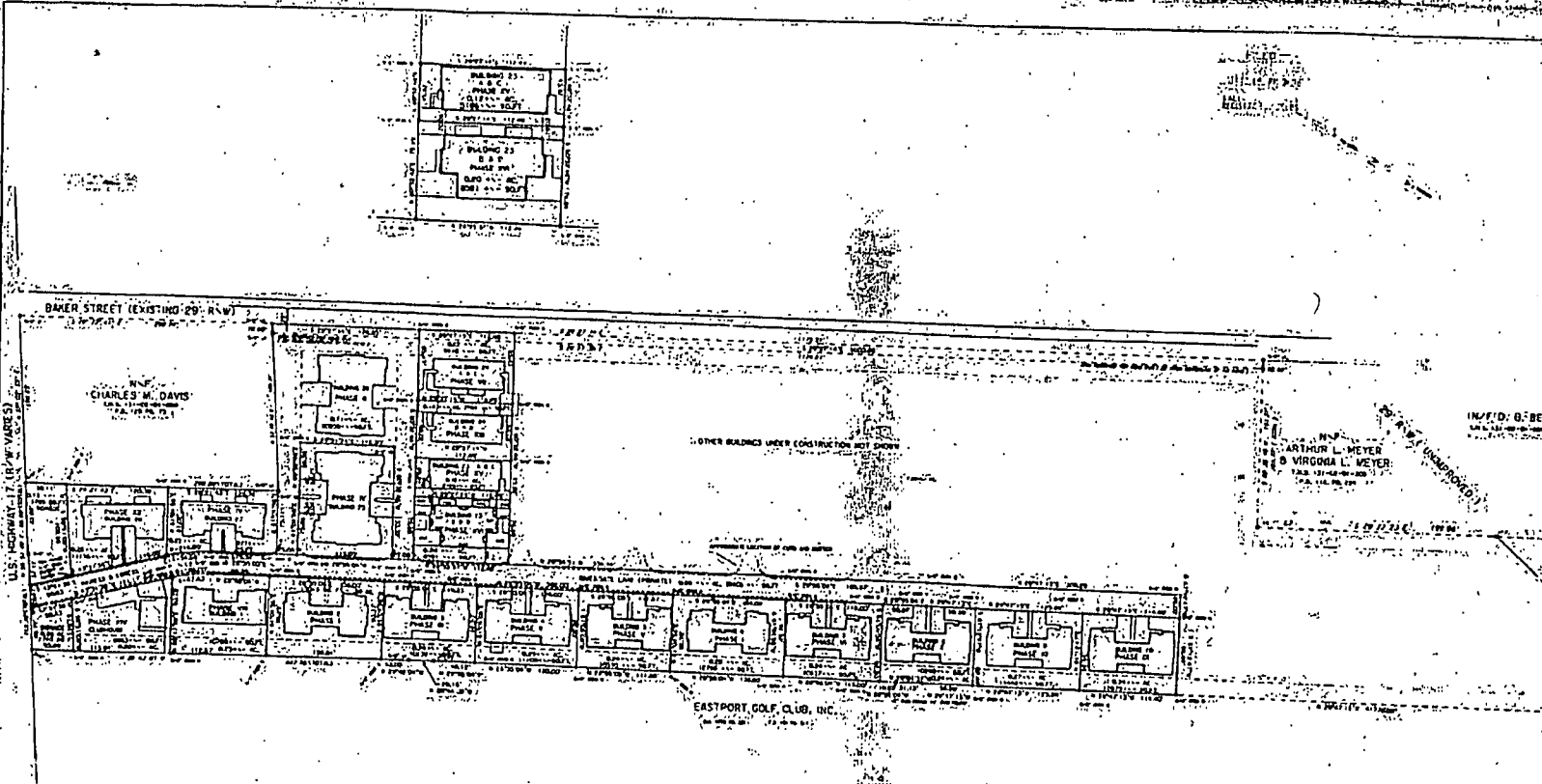
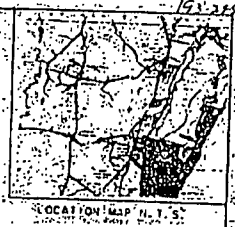
STEPHEN BUCK  
Inspector *[Signature]*

December 02, 2003  
Date

102

1262

10.31.11 Master Deed Documents from Plaintiff 000119



**CERTIFICATE OF ACCURACY**  
 I hereby certify that the plat of the above described property is a true and correct copy of the original as shown to me by the owner or his duly authorized agent, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner or his duly authorized agent, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner or his duly authorized agent.

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 I hereby certify that the above described property is the property of the owner or his duly authorized agent, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner or his duly authorized agent, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner or his duly authorized agent.

**STATE PLANS:**  
 I hereby certify that the above described property is the property of the owner or his duly authorized agent, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner or his duly authorized agent, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner or his duly authorized agent.

**REFERENCES:**  
 I hereby certify that the above described property is the property of the owner or his duly authorized agent, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner or his duly authorized agent, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner or his duly authorized agent.

**PLAT BOOK REFERENCE:**  
 I hereby certify that the above described property is the property of the owner or his duly authorized agent, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner or his duly authorized agent, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner or his duly authorized agent.

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 I hereby certify that the above described property is the property of the owner or his duly authorized agent, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner or his duly authorized agent, and that the same has been compared with the original and found to be a true and correct copy of the original as shown to me by the owner or his duly authorized agent.

**APPROVED FOR RECORD**  
 [Signature]

**RIVERGATE PHASE XVI**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING CO.  
 15001 MYRTLE BEACH  
 SOUTH CAROLINA 29582  
 (843) 359-4260

**ASBULTS OF PHASE XVI BUILDING 23 B.&D**  
 OF RIVERGATE  
 PREPARED FOR

**W.W. B.L.B. DEVELOPMENT COMPANY, L.L.C.**

SCALE: 1" = 100'  
 GRAPHIC SCALE (FEET)

RECORDS DEPARTMENT  
 RECORDED AND INDEXED

963636

FILED  
HORRY COUNTY, S.C.  
STATE OF SOUTH CAROLINA )  
2004 FEB 27 PM 3:15 )  
COUNTY OF HORRY )  
REGISTRAR OF DEEDS

FIFTEENTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 21, Phase XVII)

This FIFTEENTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 27<sup>th</sup> day of February 2004, WW & LB Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina; and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina, and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 23 Units B & D of The Development.
2. Building. Building 21, Units B & D, each having a square footage of 1568 and two (2) bedrooms. The floor plans of the Building, which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D, beginning at Page 239 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2702 0776

1284  
205

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments, thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Wayne B. Schiff  
1<sup>st</sup> Witness

BY: Luther Bellamy  
Luther Bellamy, Member

Randall L. Hartman  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

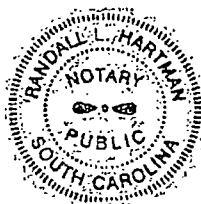
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Wayne B. Schiff  
1<sup>st</sup> Witness

Sworn to and subscribed before  
me this 27th day of February 2004.

Randall L. Hartman (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013.

1265

EXHIBIT "A"

ALL AND SIGULAR that certain property as shown as Phase XVII, Building 21 containing Units B & D, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated February 13, 2004, and recorded on February 27, 2004, in the Office of the ROD for Horry County, South Carolina, in Plat Book 95 at page 242, containing 0.19 acres, more or less, and designated as Phase XVII pertaining to the Master Deed only and Phase I, as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 21-B; 131-02-01-255

New Parcel: Building 21-D; 131-02-01-256

Split From: 131-02-01-013

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-255 & 256  
NEW PARCEL 131-02-01-013  
Map Blk Parcel  
3/1/04 pa

EXHIBIT "B"

PERCENTAGE OF OWNERSHIP

Schedule I  
Percentage of Ownership  
After addition of Building 21 B & D

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$115	2.00698%
3 Bedroom	\$140	2.44328%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"



February 16, 2004.

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 21, Units B and D do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances as constructed.



*10/2*

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

EXHIBIT 1181HX3

Owner of the Building WW & LB DEVELOPMENT CO LLC

Owner Address RIVERGATE BLDG 21 UNIT B/D

Building Address 4269 RIVERGATE LN / RIVERGATE, LITTLE RIVER

Units 0002 Use T03 Use classification TWO-FAMILY BUILDING "R-3"

Type of Construction FR Occupant Load \_\_\_\_\_ Sprinkler Provided NO Required NO

Applicable Code 2000 IRC Permit # 0000094413 Report # 0369826

*David L. Jacobs*  
Building Official

STEPHEN BUCK  
Inspector  
*Stephen Buck*  
(LS)

February 23, 2004  
Date

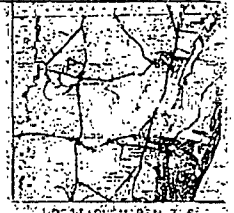
109

1269

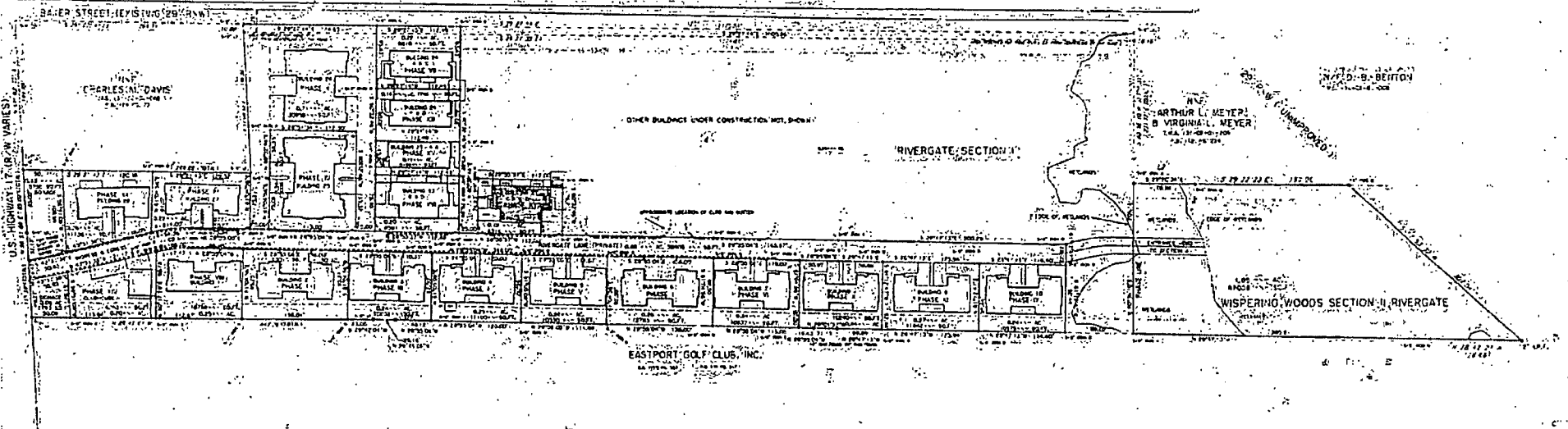
10.31.11 Master Deed Documents from Plaintiff 000125

195-249

RECORDED  
1951:11:13  
1951:11:13



LOCAL GOVERNMENT, T.S.



RECORDING INFORMATION  
THIS INSTRUMENT IS SUBJECT TO THE RIGHTS OF AN ADJOINING OWNER...  
REFERENCES  
LOCAL GOVERNMENT, T.S. 1951:11:13

CERTIFICATE OF COMPLETION AND DEDICATION  
THE UNDERSIGNED, COUNTY CLERK OF THE COUNTY OF...  
W. W. B. DEVELOPMENT COMPANY, L.L.C.

PHASE I TOTAL AREA 1.00 AC.  
PHASE II TOTAL AREA 1.00 AC.  
PHASE III TOTAL AREA 1.00 AC.  
PHASE IV TOTAL AREA 1.00 AC.  
PHASE V TOTAL AREA 1.00 AC.  
PHASE VI TOTAL AREA 1.00 AC.  
PHASE VII TOTAL AREA 1.00 AC.  
PHASE VIII TOTAL AREA 1.00 AC.  
PHASE IX TOTAL AREA 1.00 AC.  
PHASE X TOTAL AREA 1.00 AC.  
PHASE XI TOTAL AREA 1.00 AC.  
PHASE XII TOTAL AREA 1.00 AC.  
PHASE XIII TOTAL AREA 1.00 AC.  
PHASE XIV TOTAL AREA 1.00 AC.  
PHASE XV TOTAL AREA 1.00 AC.  
PHASE XVI TOTAL AREA 1.00 AC.  
PHASE XVII TOTAL AREA 1.00 AC.  
PHASE XVIII TOTAL AREA 1.00 AC.  
PHASE XIX TOTAL AREA 1.00 AC.  
PHASE XX TOTAL AREA 1.00 AC.  
PHASE XXI TOTAL AREA 1.00 AC.  
PHASE XXII TOTAL AREA 1.00 AC.  
PHASE XXIII TOTAL AREA 1.00 AC.  
PHASE XXIV TOTAL AREA 1.00 AC.  
PHASE XXV TOTAL AREA 1.00 AC.  
PHASE XXVI TOTAL AREA 1.00 AC.  
PHASE XXVII TOTAL AREA 1.00 AC.  
PHASE XXVIII TOTAL AREA 1.00 AC.  
PHASE XXIX TOTAL AREA 1.00 AC.  
PHASE XXX TOTAL AREA 1.00 AC.

RIVERGATE PHASE XVII AS-BUILT BUILDING 2118-8 D  
LITTLE RIVER, SOUTH CAROLINA  
ATLANTIC LAND SURVEYING CO.  
NORTH MYRTLE BEACH  
SOUTH CAROLINA 29582  
(843) 899-5285  
SECTION I  
OF RIVERGATE  
PREPARED FOR  
W.W.B. DEVELOPMENT COMPANY, L.L.C.



963637

FILED  
 HORRY COUNTY, S.C.  
 2004 FEB 27 PM 3:21  
 REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA, S.C. SIXTEENTH AMENDMENT TO  
 COUNTY OF HORRY MASTER DEED OF RIVERGATE  
 HORIZONTAL PROPERTY REGIME  
 (Building 21, Phase XVIII)

This SIXTEENTH Amendment of Master Deed pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act of Act) is made and executed in Horry County, South Carolina, this the 27<sup>th</sup> day of February, 2004. WW & LB Development, LLC, hereinafter referred to as "Declarant".

"WHEREAS; on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina, and

"WHEREAS; pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS; Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 23 Units A & C of The Development.
2. Building. Building 21, Units A & C, each having a square footage of 1353 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book D, beginning at Page 240, in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
 2702 0794

127d  
 794  
 111

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed, on the date above written:

WITNESSED:

WW & LB DEVELOPMENT, LLC

Wayne B. Shiff  
1<sup>st</sup> Witness

BY: Luther Bellamy  
Luther Bellamy, Member

Randall L. Hartman  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Wayne B. Shiff  
1<sup>st</sup> Witness

Sworn to and subscribed before me this 27<sup>th</sup> day of February 2004.

Randall L. Hartman (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

EXHIBIT "A"

ALL AND SIGULAR, that certain property, as shown as Phase XVIII, Building 21 containing Units A & C, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated February 16, 2004, and recorded on February 27, 2004, in the Office of the ROD for Horry County, South Carolina, in Plat Book 95 at page 243, containing 0.13 acres, more or less, and designated as Phase XVIII pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina:

Horry County Assessor

New Parcel: Building 21-A; 131-02-01-257

New Parcel: Building 21-C; 131-02-01-258

Split From: 131-02-01-013

HORRY COUNTY ASSESSOR  
NEW PARCEL: 131-02-01-257 + 258  
SPLIT FROM: 131-02-01-013  
Map Blk Parcel  
2-1-07 pc

EXHIBIT "B"

PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
After addition of Building 21 A & C

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$115	1.91348 %
3 Bedroom	\$140	2.32945 %

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

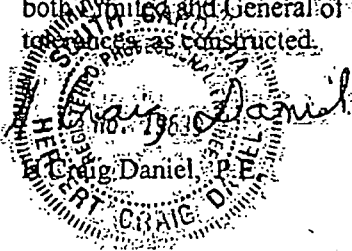
EXHIBIT "C"



February 16, 2004

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 21, Units A and C do depict the dimensions, area and locations of the Units and Common Elements, both Units and General of the Regime, as designed and within reasonable construction tolerances as constructed.



W  
R

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

EXHIBIT "D"

Owner of the Building: WW & LB DEVELOPMENT CO LLC

Owner Address: RIVERGATE BLDG 21 A/C

Building Address: 4267 RIVERGATE LN / RIVERGATE, LITTLE RIVER

Units: 0002 Use: 103 Use classification: TWO- FAMILY BUILDING "R-3"

Type of Construction: FR Occupant Load: \_\_\_\_\_ Sprinkler Provided: NO Required: NO

Applicable Code: 2000 IRC Permit #: 0000094411 Report #: 0369843

*Daniel S. Jacobs*  
Building Official

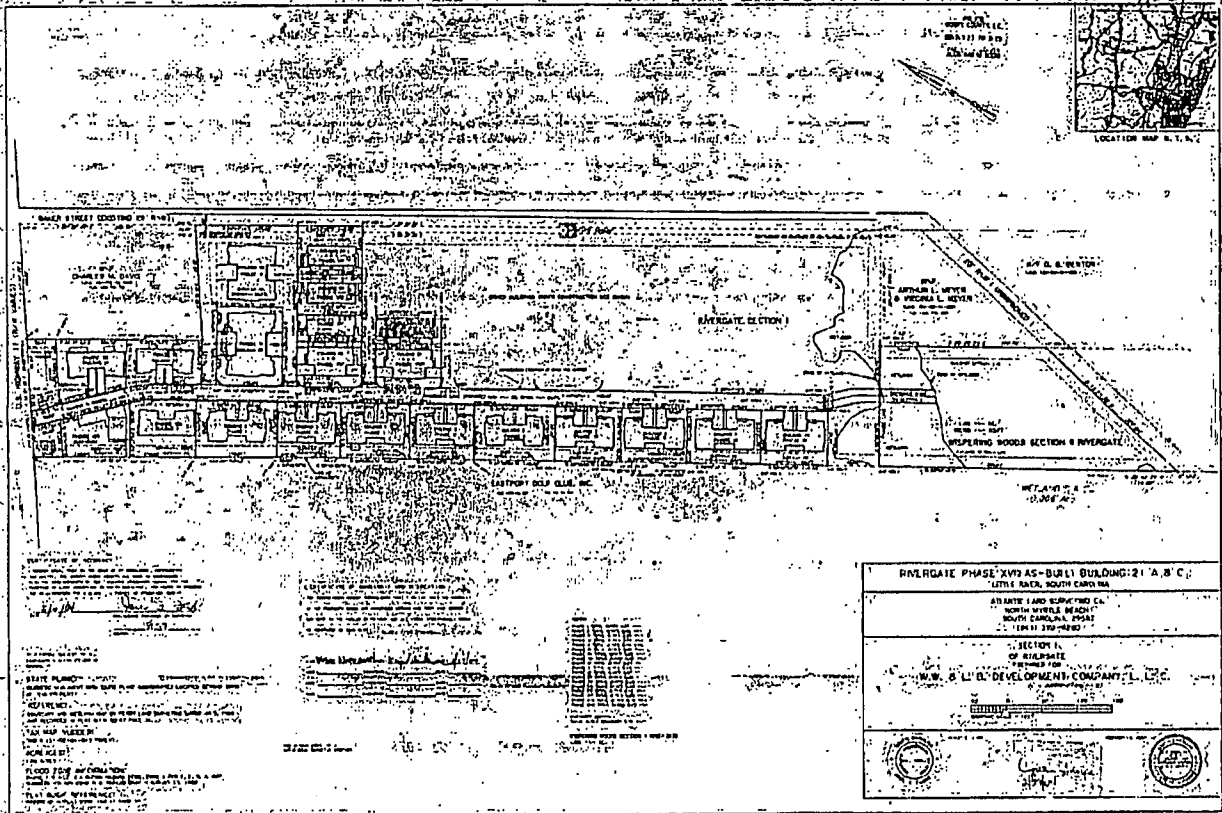
STEPHEN BUCK *Stephen Buck*  
Inspector

February 25, 2004  
Date

116

1276

10.31.11 Master Deed Documents from Plaintiff 000131



PREPARED BY  
 DATE  
 SCALE  
 SHEET NO. 1 OF 1

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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RIVERGATE PHASE XIV AS-BUILT BUILDING: 21 'A, B, C'  
 LITTLE RIVER, SOUTH CAROLINA  
 ATLANTIC LAND DEVELOPMENT CO.  
 NORTH MYRTLE BEACH  
 SOUTH CAROLINA, PHASE  
 21 (14) 370-1480  
 SECTION 1  
 OF RIVERGATE  
 PLANS FOR  
 ATLANTIC LAND DEVELOPMENT COMPANY, L.P.C.  
 AL-1000

117

1277

430399

ED  
STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
2004 APR - 7 PM 2: 46 )

SEVENTEENTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 22, Phase XX)

REGISTRAR OF DEEDS

This SEVENTEENTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act" of Act") is made and executed in Horry County, South Carolina, this the 7<sup>th</sup> day of April 2004, WW & LB Development, LLC, hereinafter referred to as "Declarant":

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and:

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 22 Units A & C of The Development.
2. Building. Building 22, Units A & C, each having a square footage of 1353 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book ~~19643~~ beginning at Page ~~133~~ in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2719 0240

1278  
240

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Wayne A. Schiff  
1<sup>st</sup> Witness

BY: Luther Bellamy  
Luther Bellamy, Member

Randall L. Hartman  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

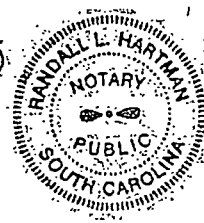
PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Wayne A. Schiff  
1<sup>st</sup> Witness

Sworn to and subscribed before me this 7<sup>th</sup> day of April 2004.

Randall L. Hartman (SEAL)  
Notary Public for South Carolina  
My Commission Expires:



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

EXHIBIT "A"

ALL AND SIGULAR, that certain property as shown as Phase XX, Building 22 containing Units A & C, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated March 31, 2004, and recorded on April 7, 2004, in the Office of the ROD for Horry County, South Carolina, in Plat Book 196 at page 173, containing 0.22 acres, more or less, and designated as Phase XX pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor:

New Parcel: Building 22-A; 131-02-01-259

New Parcel: Building 22-C; 131-02-01-260

Split From: 131-02-01-013

HORRY COUNTY ASSESSOR:  
NEW PARCEL 131-02-01-259 & 260  
SPLIT FROM 131-02-01-013  
Map Blk Parcel

4-8-04

EXHIBIT "B"

PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
After addition of Building 22 A & C

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$115	1.8283%
3 Bedroom	\$140	2.22576%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

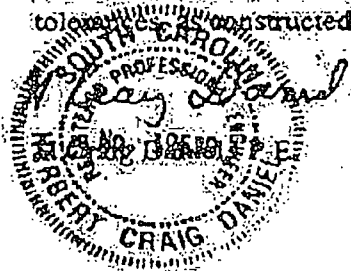
EXHIBIT "C"



April 7, 2004

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 22, Units A and C do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances as constructed.



*Handwritten initials*

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO LLC

Owner Address RIVERGATE BLDG 22 A & C

Building Address 4263 RIVERGATE LANE / RIVER GATE, LITTLE RIVER

Units 0002 Use 102 Use classification SINGLE FAMILY HOUSE, ATTACHED "R-3"

Type of Construction FR Occupant Load \_\_\_\_\_ Sprinkler Provided NO Required NO

Applicable Code 2000 IRC Permit # 0000095055 Report # 0372958

*David L Jacobs*  
Building Official

STEPHEN BUCK *Stephen Buck*  
Inspector

March 25, 2004  
Date

EXHIBIT "D" LIBHX3

123

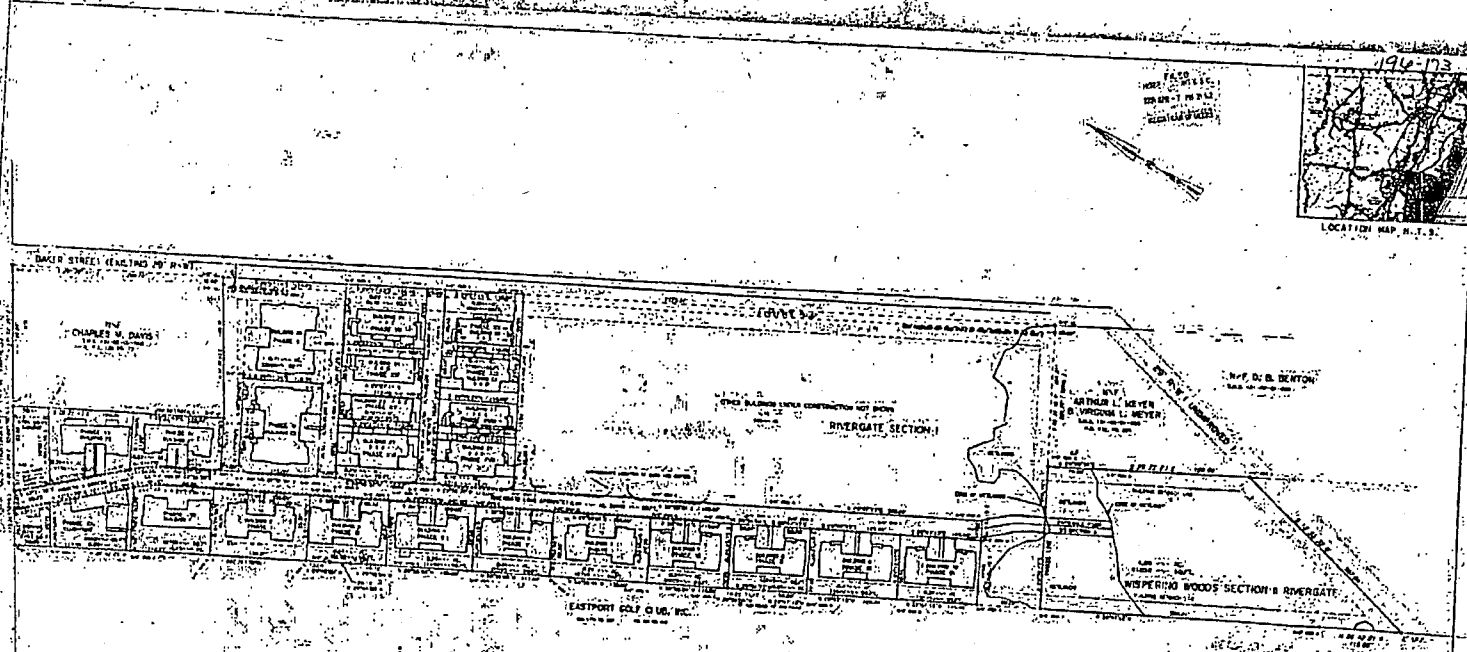
1283

10.31.11 Master Deed Documents from Plaintiff 000137

196-173



LOCATION MAP, N.T.S.



STATEMENT OF WORK  
THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITIES AND THE STATE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY.

GENERAL NOTES  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. ALL DISTANCES ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.  
3. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES OR CONCRETE MONUMENTS.  
4. ALL UTILITIES ARE TO BE DEPTH MARKED AND PROTECTED.  
5. ALL ELEVATIONS ARE TO THE FINISHED GRADE UNLESS OTHERWISE NOTED.  
6. ALL DISTANCES ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.  
7. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES OR CONCRETE MONUMENTS.  
8. ALL UTILITIES ARE TO BE DEPTH MARKED AND PROTECTED.  
9. ALL ELEVATIONS ARE TO THE FINISHED GRADE UNLESS OTHERWISE NOTED.

Table with 2 columns: Description, Quantity. Lists materials and quantities for the project.

RIVERGATE PHASE XX: AS-BUILT BUILDING 22: A, B, C  
LITTLE RIVER, SOUTH CAROLINA  
ATLANTIC LAND DEVELOPMENT CO.  
1407 N. MYRTLE BEACH  
SOUTH CAROLINA, 29522  
(843) 309-1200  
SECTION I  
OF RIVERGATE  
PREPARED FOR  
W.W.B.L. DEVELOPMENT COMPANY, L.L.C.  
DATE: 11/11/11  
BY: [Signature]

964953

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

FILED  
HORRY COUNTY, S.C.  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 22, Phase XIX)  
REGISTERAR OF DEEDS

This EIGHTEENTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 14<sup>th</sup> day of April 2004, WW & LB Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime; and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration: The Property is herewith submitted to the terms and provisions of the Master Dees and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 22 Units B & D of The Development.

2. Building: Building 22, Units B & D, each having a square footage of 1568 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book E beginning at Page 3 in the Office of Register of Deeds for Horry County, South Carolina.

3. Percentage of Ownership: The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.

4. Architect's Certificate: Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2721 0867

1285  
86

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

*Michael J. Hartman*  
Witness

BY: *Luther Bellamy*  
Luther Bellamy, Member

*Randall L. Hartman*  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

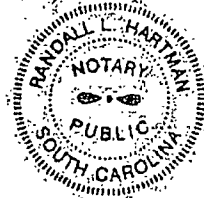
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

*Michael J. Hartman*  
Witness

Sworn to and subscribed before me this 19<sup>th</sup> day of April 2004.

*Randall L. Hartman* (SEAL)  
Notary Public for South Carolina  
My Commission Expires



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

EXHIBIT "A"

ALL AND SIGULAR, that certain property as shown as Phase XIX, Building 22 containing Units B & D, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated March 31, 2004, and recorded on April 14, 2004, in the Office of the ROD for Horry County, South Carolina, in Plat Book 96 at page 200, containing 0.18 acres, more or less, and designated as Phase XIX pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 22-B; 131-02-01-261

New Parcel: Building 22-D; 131-02-01-262

Split From: 131-02-01-013

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-261 + 262  
SPLIT FROM 131-02-01-013  
Map: B & Parcel  
4-15-04

EXHIBIT "B"

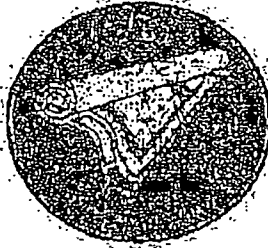
PERCENTAGE OF OWNERSHIP

Schedule 1  
Percentage of Ownership  
After addition of Building 22 B & D

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$115	1.7504%
3 Bedroom	\$140	2.1309%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

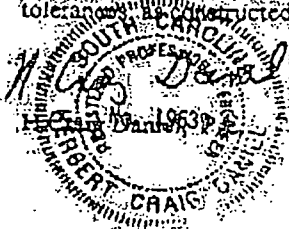
EXHIBIT "C"



April 7, 2004

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 22, Units B and D do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as constructed.



3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29585 • PHONE/FAX: 843-235-6340 • MOBILE: 843-992-4670

*MS*

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO LLC

Owner Address RIVER GATE/BLDG 22 B & D

Building Address 4265 RIVER GATE LANE / RIVER GATE, LITTLE RIVER

Units 0002 Use 102 Use classification SINGLE-FAMILY HOUSE, ATTACHED "R-3"

Type of Construction FR Occupant Load \_\_\_\_\_ Sprinkler Provided NO Required NO

Applicable Code 2000 IRC Permit # 0000095054 Report # 0374715

*David A. Jacobs*  
Building Official

STEPHEN BUCK *Stephen Buck*  
Inspector

April 07, 2004  
Date

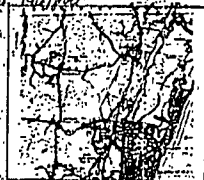
EXHIBIT

130

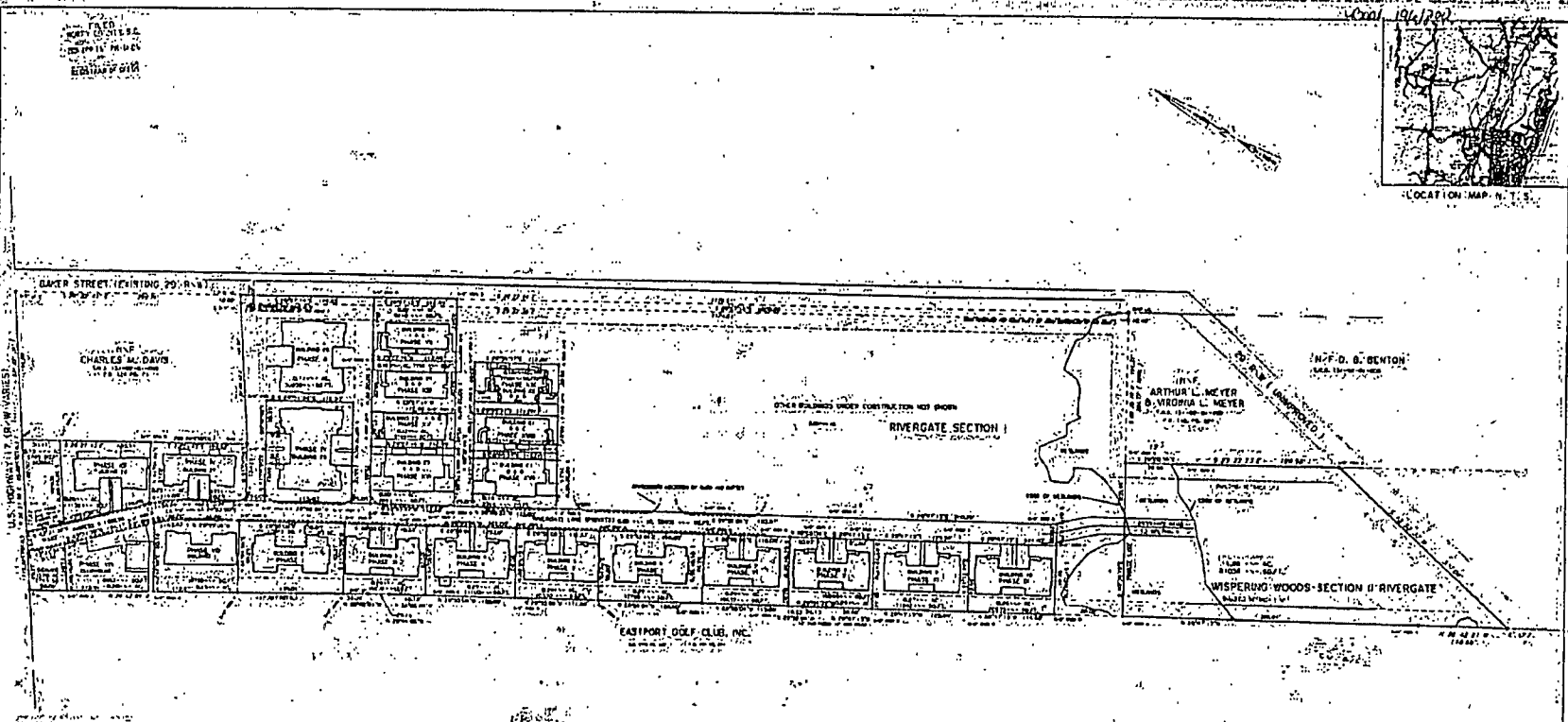
1290

10.31.11 Master Deed Documents from Plaintiff 000143

194/190



LOCATION MAP - N.T.S.

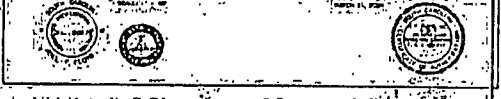


STATE PLANS  
 LEGAL REQUIREMENTS: STATE PLANS SUBMITTED TO THE STATE ARCHITECTURE BOARD FOR REVIEW AND APPROVAL IN ACCORDANCE WITH THE ARCHITECTURE ACT OF 1938, AS AMENDED.  
 REFERENCES:  
 RECORDS AND PLANS FOR THE PROJECT, AS SHOWN ON THE RECORDS OF THE ARCHITECTURE BOARD OF SOUTH CAROLINA.  
 TAX MAP NUMBER:  
 RECORDS AND PLANS FOR THE PROJECT, AS SHOWN ON THE RECORDS OF THE ARCHITECTURE BOARD OF SOUTH CAROLINA.  
 RECORDS AND PLANS FOR THE PROJECT, AS SHOWN ON THE RECORDS OF THE ARCHITECTURE BOARD OF SOUTH CAROLINA.

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RIVERGATE PHASE XIX AS-BUILT BUILDING 22 'B' B 0'  
 LITTLE RIVER, SOUTH CAROLINA  
 ATLANTIC LAND SURVEYING CO.  
 NORTH MYRTLE BEACH  
 SOUTH CAROLINA, 29582  
 (843) 399-4200

SECTION I  
 OF RIVERGATE  
 PREPARED FOR  
 W.W. B.L.B. DEVELOPMENT COMPANY, L.L.C.  
 SCALE: 1" = 100'  
 DATE: 08/21/2018



131

1291

855881

FILED  
STATE OF SOUTH CAROLINA )  
JUN 3 11:58 )  
COUNTY OF HORRY )  
DEPT. OF DEEDS

**NINETEENTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 19, Phase XXI)**

This NINETEENTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 3<sup>rd</sup> day of June 2004, W.W. & L.B. Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 19 Units B & D of The Development.

2. Building. Building 19, Units B & D, each having a square footage of 1568 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book E beginning at Page 17 in the Office of Register of Deeds for Horry County, South Carolina.

3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.

4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2743 0112

5: Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Michele J. Hartman 1<sup>st</sup> Witness BY Luther Bellamy Luther Bellamy, Member  
Randall L. Hartman Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment; and that s/he with the other subscribing witness witnessed the execution thereof.

Michele J. Hartman 1<sup>st</sup> Witness

Sworn to and subscribed before me this 3<sup>rd</sup> day of June 2004.

Randall L. Hartman (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

EXHIBIT "A"

ALL AND SIGULAR, that certain property as shown as Phase XXI, Building 19 containing Units B & D, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated May 27, 2004, and recorded on June 3, 2004, in the Office of the ROD for Horry County, South Carolina, in Plat Book 197 at page 218, containing 0.19 acres, more or less, and designated as Phase XXI pertaining to the Master Deed only and Phase I as to the Rivergate Project. (said acreage includes parcels designated as "Signage" containing 0.13 acres; "Ingress and Egress" containing 0.58 acres; "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 19-B; 131-02-01- 263

New Parcel: Building 19-D; 131-02-01- 264

Split From: 131-02-01-013

HORRY COUNTY  
PARCEL 131-02-01-263 + 264  
FROM 131-02-01-013  
Map Bk Parcel

6-4-04 pa

**EXHIBIT "B"**

**PERCENTAGE OF OWNERSHIP**

Schedule 1  
Percentage of Ownership  
After addition of Building 19 B & D

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$115	1.67883 %
3 Bedroom	\$140	2.04380 %

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"



April 7, 2004

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 19, Units B and D do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerance.



117

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO LLC

Owner Address RIVERGATE BLDG 19/ B/D

Building Address 4285 RIVERGATE LANE / RIVER GATE, LITTLE RIVER

Units 0002 Use 103 Use classification TWO- FAMILY BUILDING "R-3"

Type of Construction FR Occupant Load  Sprinkler Provided NO Required NO

Applicable Code 2000 IRC Permit # 0000095539 Report # 0381522

*David S. Jones*  
Building Official

*Stephen Buck*  
STEPHEN BUCK  
Inspector

May 28, 2004  
Date

EXHIBIT

157

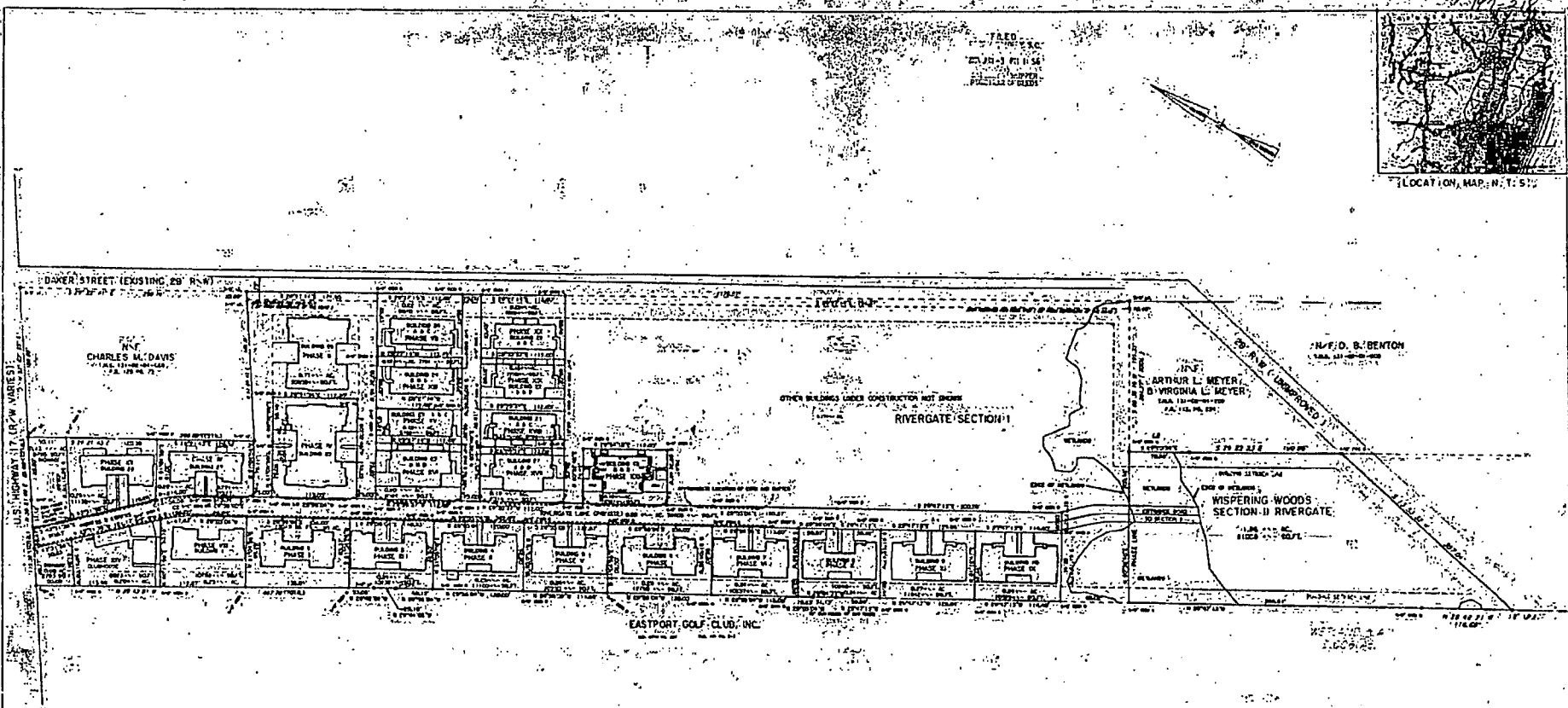
1297

10.31.11 Master Deed Documents from Plaintiff 000149

TAED  
 JUN 3 11 56  
 PLATE 10 11 56



LOCATION MAP, N.T.S.



**CERTIFICATE OF ACCURACY**  
 I, the undersigned, being a duly licensed Professional Surveyor in the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original survey and plat as the same appears on the records of the State of South Carolina, and that the same is a true and correct copy of the original survey and plat as the same appears on the records of the State of South Carolina, and that the same is a true and correct copy of the original survey and plat as the same appears on the records of the State of South Carolina.

*[Signature]*  
 JUNE 2, 1956

**STATE PLAT:**  
 GEOMETRIC MONUMENT WITH STATE PLANE COORDINATES LOCATED IN 1950 ZONE OF THE MONUMENT.

**REFERENCE:**  
 THE SURVEY AND PLAT MAP BY TERRY LEAD SURVEYED DATED JULY, 1954, AND RECORDED IN PLAT BOOK 80 AT PAGE 16.

**PLAT MAP NUMBER:**  
 PLAT 131-00-013 PARENT

**ACREAGES:**  
 1.66 ACRES

**FLOOD ZONE INFORMATION:**  
 PLAT 1 IS NOT IN A FLOOD HAZARD ZONE, ZONE 1 PER F. C. M. A. MAP NUMBER 431010 DATED 11-30-10 AND 11-23-10.

**PLAT MAP REFERENCE:**  
 PLAT 131-00-013 PARENT

**CERTIFICATE OF CORRECTION AND MODIFICATION**  
 I, the undersigned, being a duly licensed Professional Surveyor in the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original survey and plat as the same appears on the records of the State of South Carolina, and that the same is a true and correct copy of the original survey and plat as the same appears on the records of the State of South Carolina, and that the same is a true and correct copy of the original survey and plat as the same appears on the records of the State of South Carolina.

*[Signature]*  
 JUNE 2, 1956

- NOTES:**
- 1. TOTAL AREA IS 1.66 ACRES
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**RIVERGATE, PHASE XXI AS-BUILT BUILDING 19:8 B D**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING CO.  
 NORTH MYRTLE BEACH,  
 SOUTH CAROLINA, 29582  
 484.37.309-4260

SECTION I  
 OF RIVERGATE  
 PREPARED FOR  
 W.W.B.L.B. DEVELOPMENT COMPANY, L.L.C.

GRAPHIC SCALE - FEET

SCALE 1" = 100'

DATE 1956

PLAT 131-00-013 PARENT

138

HL-1009

857726

FILED  
STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

TWENTIETH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 17, Phase XXII)

DEED  
OF DEEDS

This TWENTIETH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 8<sup>th</sup> day of July 2004, W.W. & L.B. Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed" in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 17 Units B & D of The Development.
2. Building. Building 17, Units B & D, each having a square footage of 1568 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book E beginning at Page 25 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-10 of the Code of Laws of South Carolina (1976).

DEED  
2757 1305

130299



EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase XXII, Building 17 containing Units B & D, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated May 27, 2004, and recorded on July 8, 2004, in the Office of the ROD for Horry County, South Carolina, in Plat Book 198 at page 172, containing .40 acres, more or less, and designated as Phase XXII pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 17-B; 131-02-01-265

New Parcel: Building 17-D; 131-02-01-266

Split From: 131-02-01-013

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-265+266  
SPLIT FROM 131-02-01-013  
Map Blk. Parcel  
7.9.04

---

**EXHIBIT "B"**

**PERCENTAGE OF OWNERSHIP**

**Schedule 1**  
**Percentage of Ownership**  
**After addition of Building 17 B & D**

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$115	1.61290%
3 Bedroom	\$140	1.96353%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

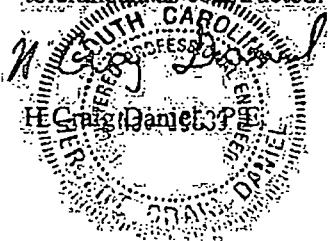
EXHIBIT "C"



June 29, 2004

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 17, Units B and D do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances as constructed.



# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building: WW & LB DEVELOPMENT CO LLC

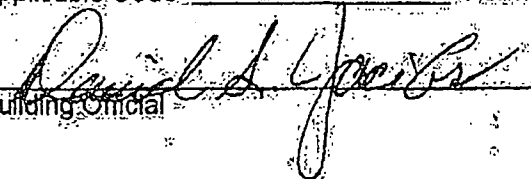
Owner Address: RIVERGATE BLDG 17 B/D


Building Address: 4301 RIVERGATE LANE / RIVERGATE, LITTLE RIVER

Units: 0002 Use: 103 Use classification: TWO- FAMILY BUILDING

Type of Construction: FR Occupant Load: \_\_\_\_\_ Sprinkler Provided: NO Required: NO

Applicable Code: 2000 IRC Permit #: 0000095538 Report #: 0386455

  
Building Official

STEPHEN BUCK   
Inspector

June 28, 2004  
Date:

EXHIBIT "D"

10-31-11 Master Deed Documents from Plaintiff 000155

144  
1304  
1/3/08

197-116



LOCATION MAP AT 1:50,000

197-116  
197-116  
197-116

DAUER STREET (EXISTING 20' R/W)

CHARLES H. DAVIS

OTHER BUILDINGS UNDER CONSTRUCTION NOT SHOWN

RIVERGATE, SECTION I

W.F. D. BENTON

ARTHUR L. MEYER  
B. VIRGINIA L. MEYER

WISPERING WOODS  
SECTION II, RIVERGATE

EASTPORT GOLF CLUB, INC.

NOTICE TO CONTRACTORS AND PROFESSIONALS  
THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND SHALL BE KEPT IN THE ARCHITECT'S OFFICE FOR THE USE OF THE ARCHITECT AND HIS SUCCESSORS. NO PART OF THIS PLAN OR SPECIFICATIONS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

NOTICE TO CONTRACTORS  
THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND SHALL BE KEPT IN THE ARCHITECT'S OFFICE FOR THE USE OF THE ARCHITECT AND HIS SUCCESSORS. NO PART OF THIS PLAN OR SPECIFICATIONS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

RIVERGATE PHASE XXII/745 - BUILT BUILDING 17 B & D LITTLE RIVER, SOUTH CAROLINA	
ATLANTIC LAND SURVEYING CO. NORTH SHIPLE BEACH SOUTH CAROLINA 29782 (843) 390-2740	
SECTION I OF RIVERGATE PREPARED FOR W.W. B. B. DEVELOPMENT COMPANY, L.L.C.	

145  
1335

ATLANTIC LAND SURVEYING CO.  
NORTH SHIPLE BEACH  
SOUTH CAROLINA 29782  
(843) 390-2740

8-59048

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

**TWENTY-FIRST AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 20, Phase ~~XXIII~~  
XXIV) *rd***

This TWENTY-FIRST Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act of Act) is made and executed in Horry County, South Carolina, this the 29<sup>th</sup> day of July 2004, WW & LB Development, LLC, hereinafter referred to as "Declarant";

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed" in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and;

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property");

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deeds and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building ~~20~~ Units B & D of The Development;
2. Building. Building 20, Units B & D, each having a square footage of 1473 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book E beginning at Page 46 in the Office of Register of Deeds for Horry County, South Carolina;
3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto;
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2769 0379

1306  
379

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

*Loretta Russell* BY: *Luther Bellamy*  
1<sup>st</sup> Witness Luther Bellamy, Member

*Randall L. Hartman*  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

*Loretta Russell*  
1<sup>st</sup> Witness

Sworn to and subscribed before me this 29<sup>th</sup> day of July 2004.

*Randall L. Hartman* (SEAL)  
Notary Public for South Carolina  
My Commission Expires:



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

1307

EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase ~~XXIII~~<sup>XXIV</sup>, Building 20 containing Units B & D, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated July 23, 2004, and recorded on July 29, 2004, in the Office of the ROD for Horry County, South Carolina, in Plat Book 199 at page 15 containing .19 acres, more or less, and designated as Phase ~~XXIII~~<sup>XXIV</sup> pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 20-B: 131-02-01-267

New Parcel: Building 20-D: 131-02-01-268

Split From: 131-02-01-013

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-267 + 268  
SPLIT FROM 131-02-01-013  
U.P. Ex Parcel  
7-30-04

**EXHIBIT "B"**

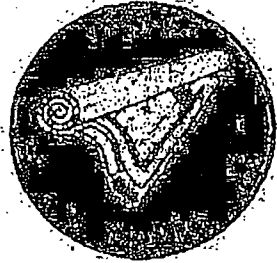
**PERCENTAGE OF OWNERSHIP**

**Schedule 1**  
**Percentage of Ownership**  
**After addition of Building 20 B & D**

<b>Unit Type</b>	<b>Statutory Basic Value</b>	<b>Percentage of Ownership</b>
2 Bedroom	\$115	1.55196%
3 Bedroom	\$140	1.88934%

**NOTE:** All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

Exhibit "C"



July 23, 2004

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 20, Units B and D do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as constructed.



3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29585 • PHONE/FAX: 843-235-6340 • MOBILE: 843-922-4670

1310

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County, regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Exhibit "D"

Owner of the Building: AWW & LB DEVELOPMENT CO. LLC

Owner Address: RIVER GATE/BLDG 20 B&D

Building Address: 4281/4289 RIVERGATE / RIVER GATE, LITTLE RIVER

Units: 0002 Use: 103 Use classification: TWO - FAMILY BUILDING

Type of Construction: FR Occupant Load: \_\_\_\_\_ Sprinkler Provided: NO Required: NO

Applicable Code: 2000 IRC Permit #: 0000097940 Report #: 0388981

*David S. L. Jacobs*  
Building Official

*Stephen Buck*  
STEPHEN BUCK  
Inspector

July 21, 2004  
Date

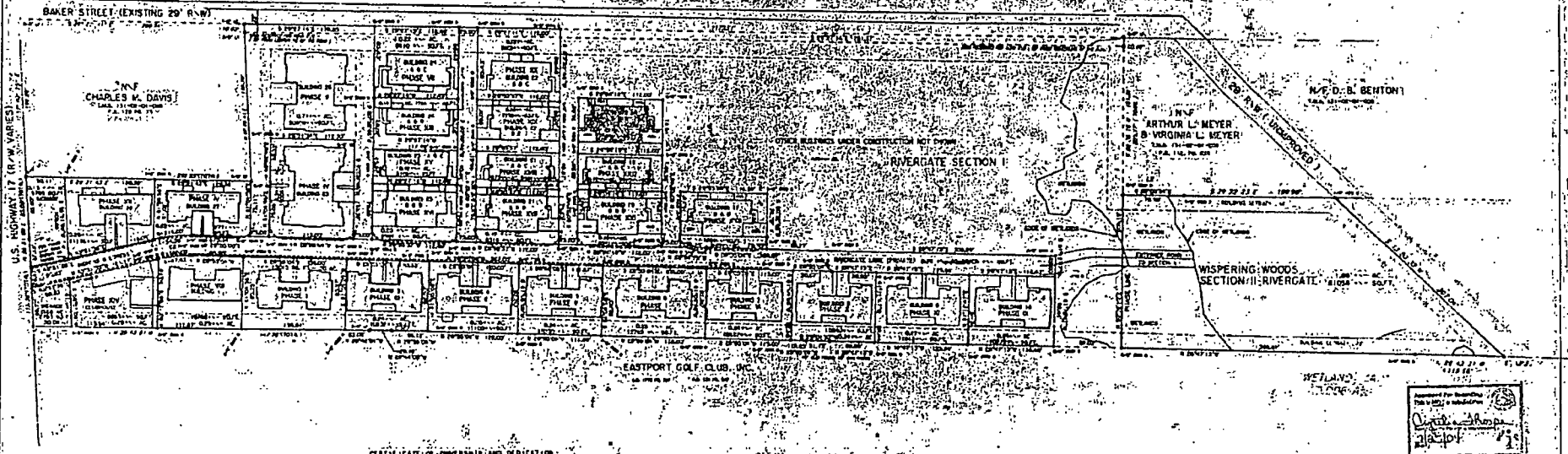
131

1311

10.31.11 Master Deed Documents from Plaintiff 000161



LOCATION MAP N.T.S.



CERTIFICATE OF ACCURACY  
I, the undersigned, being a duly licensed Professional Surveyor in the State of South Carolina, do hereby certify that this is a true and correct copy of the original survey as the same appears in my field notes and as the same appears on the original map on file in the office of the Surveyor General of the State of South Carolina.

CERTIFICATE OF OWNERSHIP AND DEDICATION  
I, the undersigned, being a duly licensed Professional Surveyor in the State of South Carolina, do hereby certify that this is a true and correct copy of the original survey as the same appears in my field notes and as the same appears on the original map on file in the office of the Surveyor General of the State of South Carolina.

STATE PLANS:  
GEOLOGIC MAPS AND SOIL MAPS, CORRECTIONS, PLATS OF 1900-1905 OF THIS REGION.  
REFERENCES:  
COUNTY AND BEARING MAP BY FLETCHER AND SUPERVISOR, DATED MAY 7, 1904, AND RECORDED IN PLAT BOOK 60 AT PAGE 36.  
TAX MAP NUMBER:  
105 B 131-001-001-001-001-001  
ACRES:  
1.00 ACRES  
ADDITIONAL INFORMATION:  
THIS IS THE FLOOD HAZARD ZONE 5 PER F.E.M.A. MAP  
NO. 17-001-001-001-001-001-001  
RECORDED IN PLAT BOOK 60 AT PAGE 36.

ADJUSTED

PARCEL 1	1.00 ACRES
PARCEL 2	1.00 ACRES
PARCEL 3	1.00 ACRES
PARCEL 4	1.00 ACRES
PARCEL 5	1.00 ACRES
PARCEL 6	1.00 ACRES
PARCEL 7	1.00 ACRES
PARCEL 8	1.00 ACRES
PARCEL 9	1.00 ACRES
PARCEL 10	1.00 ACRES
PARCEL 11	1.00 ACRES
PARCEL 12	1.00 ACRES
PARCEL 13	1.00 ACRES
PARCEL 14	1.00 ACRES
PARCEL 15	1.00 ACRES
PARCEL 16	1.00 ACRES
PARCEL 17	1.00 ACRES
PARCEL 18	1.00 ACRES
PARCEL 19	1.00 ACRES
PARCEL 20	1.00 ACRES
PARCEL 21	1.00 ACRES
PARCEL 22	1.00 ACRES
PARCEL 23	1.00 ACRES
PARCEL 24	1.00 ACRES
PARCEL 25	1.00 ACRES
PARCEL 26	1.00 ACRES
PARCEL 27	1.00 ACRES
PARCEL 28	1.00 ACRES
PARCEL 29	1.00 ACRES
PARCEL 30	1.00 ACRES
PARCEL 31	1.00 ACRES
PARCEL 32	1.00 ACRES
PARCEL 33	1.00 ACRES
PARCEL 34	1.00 ACRES
PARCEL 35	1.00 ACRES
PARCEL 36	1.00 ACRES
PARCEL 37	1.00 ACRES
PARCEL 38	1.00 ACRES
PARCEL 39	1.00 ACRES
PARCEL 40	1.00 ACRES
PARCEL 41	1.00 ACRES
PARCEL 42	1.00 ACRES
PARCEL 43	1.00 ACRES
PARCEL 44	1.00 ACRES
PARCEL 45	1.00 ACRES
PARCEL 46	1.00 ACRES
PARCEL 47	1.00 ACRES
PARCEL 48	1.00 ACRES
PARCEL 49	1.00 ACRES
PARCEL 50	1.00 ACRES

RIVERGATE PHASE XXIV AS-BUILT BUILDING 20-B-8-D  
LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING Co.  
NORTH MYRTLE BEACH  
SOUTH CAROLINA 29582  
(843) 399-4260

SECTION I  
OF RIVERGATE  
PREPARED FOR  
W.W.B.L. B. DEVELOPMENT COMPANY, L.L.C.

50' 0" 100' 150' 200'  
GRAPHIC SCALE 1"=100'

PLAT BOOK 60 AT PAGE 36

312

82-4217

859673

FILED  
Horry County, S.C.  
STATE OF SOUTH CAROLINA )  
AUG - 6 PM 12:47 )  
COUNTY OF HORRY )  
L. V. SKIPPER )  
REGISTRAR OF DEEDS )

TWENTY-SECOND AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 19, Phase XXIII)

This TWENTY-SECOND Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act of Act) is made and executed in Horry County, South Carolina, this the 6<sup>th</sup> day of August 2004, WW & LB Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration: The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 19 Units A & C of The Development.
2. Building: Building 19, Units A & C, each having a square footage of 1353 and three (3) bedrooms. The floor plans of the Building, which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book E beginning at Page 43 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership: The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate: Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2773 0201

U 1313  
201

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Loretta Russell BY Luther Bellamy  
1<sup>st</sup> Witness Luther Bellamy, Member

Randall Hartman  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

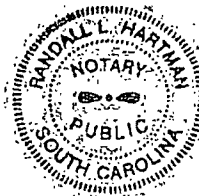
PROBATE.

PERSONALLY appeared before me, the undersigned witness, and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Loretta Russell  
1<sup>st</sup> Witness

Sworn to and subscribed before me this 6<sup>th</sup> day of July, 2004 24  
August

Randall Hartman (SEAL)  
Notary Public for South Carolina  
My Commission Expires:



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

**EXHIBIT "A"**

ALL AND SINGULAR, that certain property as shown as Phase XXIV, Building 19 containing Units A & C, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated July 23, 2004, and recorded on August 6, 2004, in the Office of the ROD for Horry County, South Carolina, in Plat Book 199, at page 150, containing .12 acres, more or less, and designated as Phase XXIII pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated at "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 19-A; 131-02-01-269

New Parcel: Building 19-C; 131-02-01-270

Split From: 131-02-01-013

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-269+270  
SPLIT FROM 131-02-01-013  
Map Blk Parcel  
8-9-04

**EXHIBIT "B"**

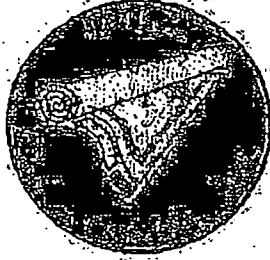
**PERCENTAGE OF OWNERSHIP**

**Schedule 1**  
**Percentage of Ownership**  
**After addition of Building 19 A & C**

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$115	1.49545%
3 Bedroom	\$140	1.82055%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

Exhibit "C"



July 23, 2004

To Whom It May Concern:

Pursuant to Code Section 27-31-110; South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 19, Units A and C do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances as permitted.



3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29585 • PHONE/FAX: 843-235-6340 • MOBILE: 843-222-4670

1317

206

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO LLC

Owner Address RIVERGATE/BLDG 19 A&C

Building Address 4283/4291 RIVERGATE / RIVERGATE, LITTLE RIVER

Units 0002 Use 103 Use classification TWO- FAMILY BUILDING

Type of Construction FR Occupant Load \_\_\_\_\_ Sprinkler Provided NO Required NO

Applicable Code 2000 IRC Permit # 0000097941 Report # 0392232

David S. Jacobs  
Building Official

STEPHEN BUCK Stephen Buck  
Inspector

August 05, 2004  
Date

Exhibit D

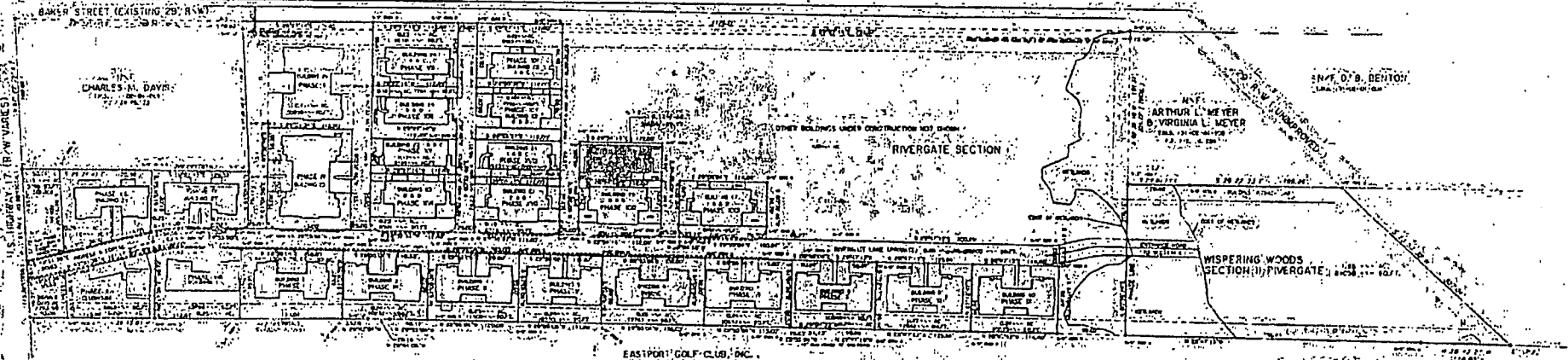
158

1318

10-31-11 Master Deed Documents from Plaintiff 000167



LOCATION MAP N.T.S.



**DEFINITIONS OF SYMBOLS:**  
 - Solid lines: Building footprints  
 - Dashed lines: Property boundaries  
 - Dotted lines: Easements  
 - Stippled areas: Existing structures  
 - Double lines: Right-of-way lines

**STATE PLANS:**  
 - 1964-1965: State of North Carolina  
 - 1966-1967: State of North Carolina  
 - 1968-1969: State of North Carolina  
 - 1970-1971: State of North Carolina  
 - 1972-1973: State of North Carolina  
 - 1974-1975: State of North Carolina  
 - 1976-1977: State of North Carolina  
 - 1978-1979: State of North Carolina  
 - 1980-1981: State of North Carolina  
 - 1982-1983: State of North Carolina  
 - 1984-1985: State of North Carolina  
 - 1986-1987: State of North Carolina  
 - 1988-1989: State of North Carolina  
 - 1990-1991: State of North Carolina  
 - 1992-1993: State of North Carolina  
 - 1994-1995: State of North Carolina  
 - 1996-1997: State of North Carolina  
 - 1998-1999: State of North Carolina  
 - 2000-2001: State of North Carolina  
 - 2002-2003: State of North Carolina  
 - 2004-2005: State of North Carolina  
 - 2006-2007: State of North Carolina  
 - 2008-2009: State of North Carolina  
 - 2010-2011: State of North Carolina  
 - 2012-2013: State of North Carolina  
 - 2014-2015: State of North Carolina  
 - 2016-2017: State of North Carolina  
 - 2018-2019: State of North Carolina  
 - 2020-2021: State of North Carolina  
 - 2022-2023: State of North Carolina  
 - 2024-2025: State of North Carolina

**QUALITY CONTROL, CONSTRUCTION AND INSPECTION:**  
 - All construction shall be in accordance with the approved plans and specifications.  
 - The contractor shall be responsible for obtaining all necessary permits and licenses.  
 - The contractor shall maintain accurate records of all construction activities.  
 - The contractor shall provide regular progress reports to the architect.  
 - The contractor shall be responsible for the safety of all workers and the public.

NO.	DESCRIPTION	DATE
1	REVISION	10/1/85
2	REVISION	10/15/85
3	REVISION	11/1/85
4	REVISION	11/15/85
5	REVISION	12/1/85
6	REVISION	12/15/85
7	REVISION	1/1/86
8	REVISION	1/15/86
9	REVISION	2/1/86
10	REVISION	2/15/86
11	REVISION	3/1/86
12	REVISION	3/15/86
13	REVISION	4/1/86
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146	REVISION	10/15/91
147	REVISION	11/1/91
148	REVISION	11/15/91
149	REVISION	12/1/91
150	REVISION	12/15/91

**PHASE XXIII AS-BUILT BUILDING 1044 BYC**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING CO.  
 NORTH MYRTLE BEACH,  
 SOUTH CAROLINA 29582  
 (843) 369-4280

SECTION I  
 OF RIVERGATE  
 PREPARED FOR:  
 W.W. & L.B. DEVELOPMENT COMPANY, L.P.C.

DATE: 10/15/85  
 (GRAPHIC SCALE - FEET)

159  
 819

HORRY COUNTY ASSESSOR  
NEW PARCEL: 131-02-01-272 272 860879  
SPLIT FROM: 131-02-01-013  
Map B/L Parcel  
8/27/04

FILED  
HORRY COUNTY, S.C.  
STATE OF SOUTH CAROLINA )  
AUG 26 AM 10:38 )  
COUNTY OF HORRY )  
REGISTER OF DEEDS )

**TWENTY-THIRD AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 15, Phase XXV)**

This **TWENTY-THIRD** Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act, "of Act") is made and executed in Horry County, South Carolina, this the ~~22~~<sup>26th</sup> day of August, 2004, W.W. & L.B. Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina, and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property").

NOW THEREFORE, Declarant hereby publishes and declares that:

- Declaration.** The Property is herewith submitted to the terms and provisions of the Master Deed, and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 15 Units B & D of The Development.
- Building.** Building 15, Units B & D, each having a square footage of 1568 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book E beginning at Page 51 in the Office of Register of Deeds for Horry County, South Carolina.
- Percentage of Ownership.** The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
- Architect's Certificate.** Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2783 0189

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Loretta Quince  
Witness

BY: Luther Bellamy  
Luther Bellamy, Member

Randall Hartman  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

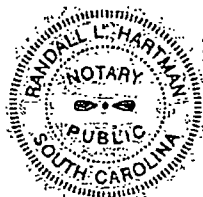
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Loretta Quince  
1<sup>st</sup> Witness

Sworn to and subscribed before  
me this 26<sup>th</sup> day of August 2004

Randall Hartman (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

1321

**EXHIBIT "A"**

ALL AND SINGULAR, that certain property as shown as Phase XXV, Building 15 containing Units B & D, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated August 19, 2004, and recorded on August 26, 2004, in the Office of the ROD for Horry County, South Carolina, in Plat Book 199 at page 135, containing 19 acres, more or less, and designated as Phase XXV pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor:

New Parcel: Building 15:B; 131-02-01-\_\_\_\_\_

New Parcel: Building 15:D; 131-02-01-\_\_\_\_\_

Split From: 131-02-01-013

**EXHIBIT "B"**

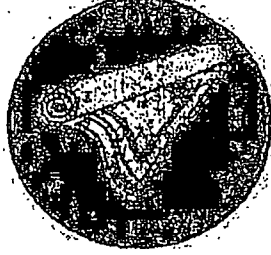
**PERCENTAGE OF OWNERSHIP**

**Schedule 1**  
**Percentage of Ownership**  
**After addition of Building 15 B & D**

Unit Type	Statutory Basic Value	Percentage of Ownership
2 Bedroom	\$1151	1.44291%
3 Bedroom	\$140	1.75659%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"



August 19, 2004

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 15, Units B and D do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances as constructed.



3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29585 • PHONE/FAX: 843-235-6340 • MOBILE: 843-292-4670

194

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO. LLC

Owner Address RIVERGATE/BLDG 15 B & D

Building Address 4317/4325 RIVERGATE / RIVERGATE, LITTLE RIVER

Units 0002 Use 103 Use classification TWO- FAMILY BUILDING

Type of Construction FR Occupant Load \_\_\_\_\_ Sprinkler Provided NO Required NO

Applicable Code 2000 IRC Permit # 0000097942 Report # 0393527

*David S. Gault*  
Building Official

*Stephen Buck*  
STEPHEN BUCK  
Inspector

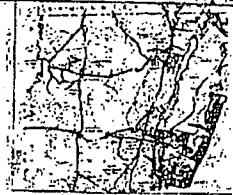
August 20, 2004  
Date

11  
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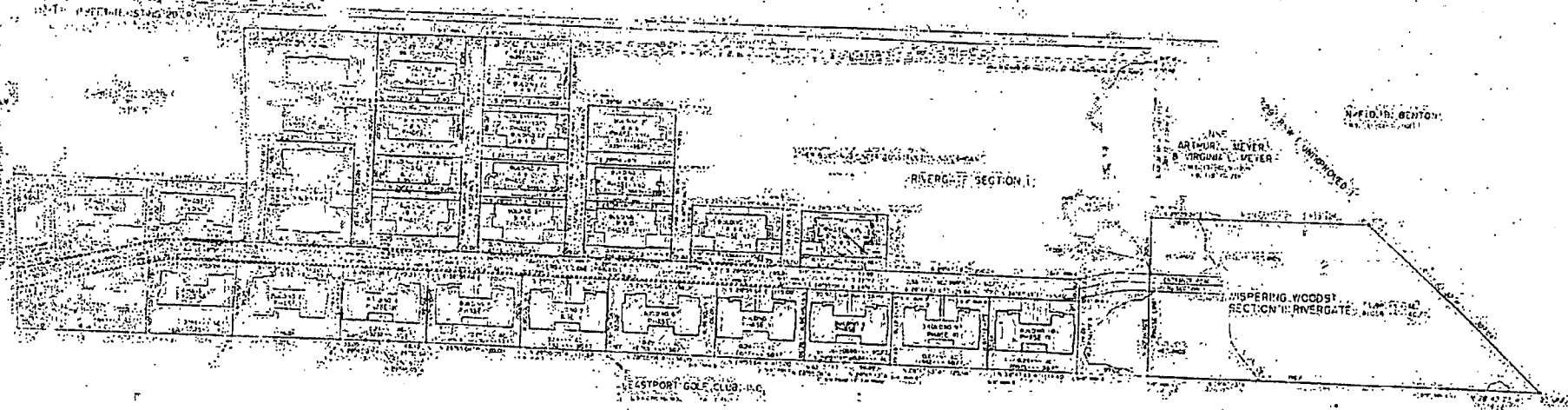
165

1325

10.31.11 Master Deed Documents from Plaintiff 000173



LOCATION MAP



RIVERGATE PHASE XXV AS-BUILT BUILDING 15-B, 6, D  
CHILE RIVER, SOUTH CAROLINA

SECTION XXV  
OF RIVERGATE  
PREPARED FOR  
W.M. & L.B. DEVELOPMENT COMPANY, L.L.C.



166

1326

441985

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
2004 OCT 20 11 16 AM  
REGISTRY OF DEEDS  
FILED  
TWENTY-FOURTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 17, Phase XXVI)

This TWENTY-FOURTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act of Act) is made and executed in Horry County, South Carolina, this the 20<sup>th</sup> day of October 2004, W.W. & L.B. Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina, and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime; and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto; (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 17, Units A & C, of The Development.

2. Building. Building 17, Units A & C, each having a Square Footage of 1353 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book E beginning at Page 82 in the Office of Register of Deeds for Horry County, South Carolina.

3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.

4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2811 1424

1421327

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

W.W. & L.B. DEVELOPMENT, LLC

Sandra Quase  
1<sup>st</sup> Witness

BY: Luther Bellamy  
Luther Bellamy, Member

Randall L. Hartman  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

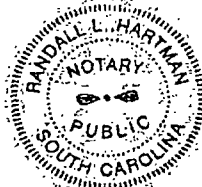
PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that s/he saw the within named W.W. & L.B. DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Sandra Quase  
1<sup>st</sup> Witness

Sworn to and subscribed before me this 20 day of October 2004

Randall L. Hartman (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

**EXHIBIT "A"**

ALL AND SINGULAR, that certain property as shown as **Phase XXVI, Building 17** containing Units A & C, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated September 23, 2004, and recorded on October 26, 2004, in the Office of the ROD for Horry County, South Carolina, in Plat Book 200 at page 184, containing 0.14 acres, more or less, and designated as **Phase XXVI** pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: **Building 17-A; 131-02-01-273**

New Parcel: **Building 17-C; 131-02-01-274**

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-273 & 274  
SPL. Split from: 131-02-01-013  
Map Blk Parcel  
10-29-04

**EXHIBIT "B"**

**PERCENTAGE OF OWNERSHIP**

**Schedule 1**  
**Percentage of Ownership**  
**After addition of Building 17 A & C**

<b>Unit Type</b>	<b>Statutory Basic Value</b>	<b>Percentage of Ownership</b>
2 Bedroom	\$115	1.39394%
3 Bedroom	\$140	1.69697%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"



October 8, 2004

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 17, Units A and C do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as constructed.



# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building: WW & LB DEVELOPMENT CO LLC

Owner Address: RIVER GATE/BLDG 17

Building Address: 4299 RIVERGATE LANE / RIVERGATE, LITTLE RIVER

Units: 0002 Use: 103 Use classification: TWO - FAMILY BUILDING

Type of Construction: FR Occupant Load: \_\_\_\_\_ Sprinkler Provided: NO Required: NO

Applicable Code: 2000 IRC Permit #: 0000099729 Report #: 0400072

David L. Jacobs  
 Building Official

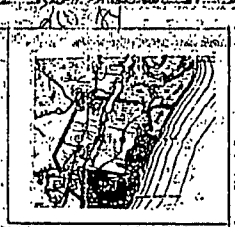
L. Galli  
 Inspector

October 14, 2004  
 Date

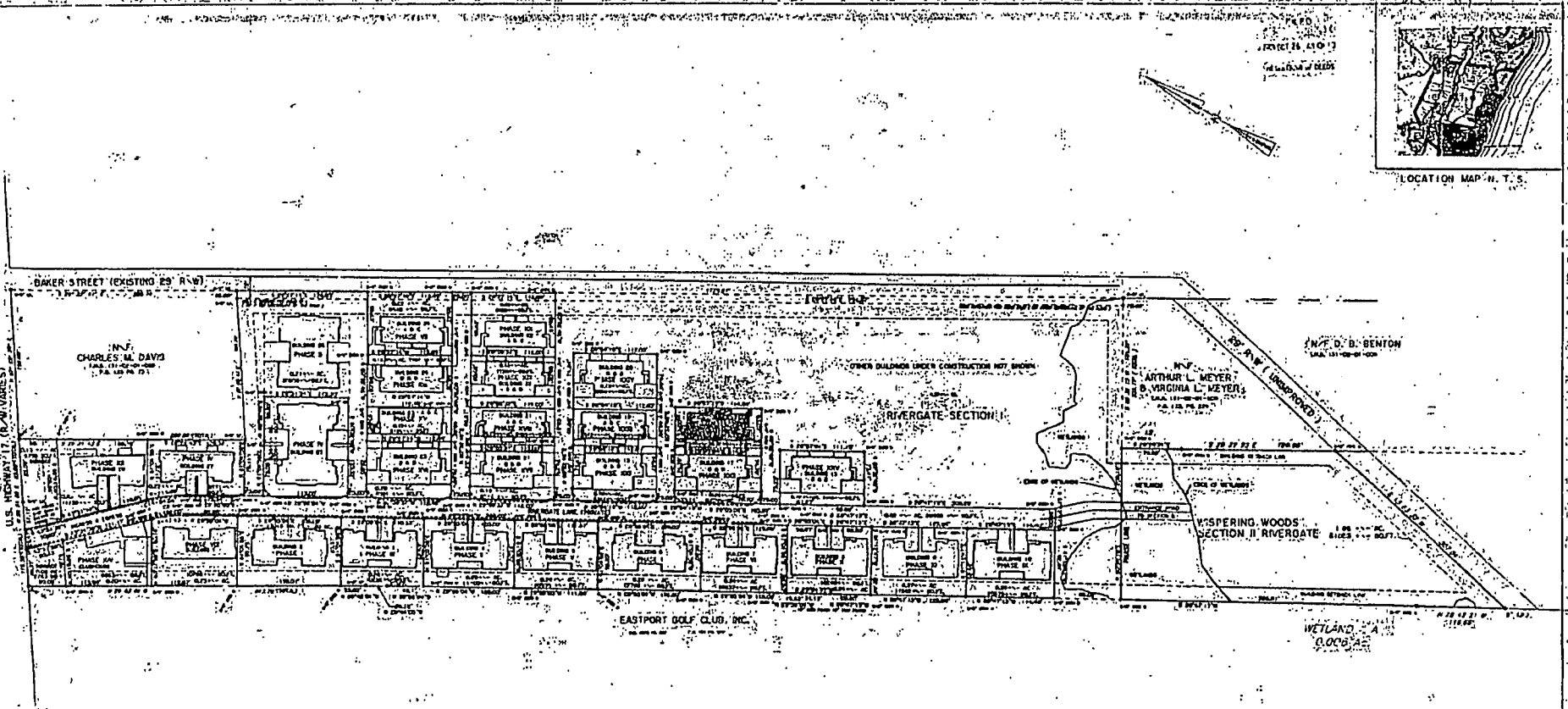
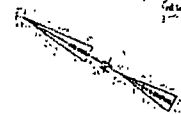
FILED

10-31-11 Master Deed Documents from Plaintiff 000179

172  
11/19/04



LOCATION MAP - N. T. S.

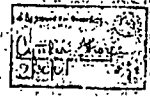


VERIFIED FOR ACCURACY  
I hereby certify that the data on which this plat is based is true and correct to the best of my knowledge and belief, and that I am a duly licensed and qualified surveyor under the laws of the State of North Carolina.

STATE PLANNING  
I hereby certify that this plat is in accordance with the provisions of the State Planning Law, Chapter 160A, G.S., and that the same has been approved by the State Planning Commission.

Table with 2 columns: Lot Number and Area. The table lists individual lots and their corresponding areas in acres.

STATE PLANNING  
I hereby certify that this plat is in accordance with the provisions of the State Planning Law, Chapter 160A, G.S., and that the same has been approved by the State Planning Commission.



**RIVERGATE PHASE XXVI AS-BUILT BUILDING 17 A B C**  
LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING Co.,  
NORTH MYRTLE BEACH,  
SOUTH CAROLINA 29582  
(843) 399-4260

SECTION I  
OF RIVERGATE  
IMPAVED 100'

W.W.S.B. DEVELOPMENT COMPANY, L.L.C.

GRAPHIC SCALE: 1" = 100'

MADE IN U.S.A. SURVEYED BY: [Signature]

3-18-1991

866417

FILED  
 COUNTY, S.C.  
 STATE OF SOUTH CAROLINA ) TWENTY-FIFTH AMENDMENT TO  
 2004 NOV 30 AM 10:12 MASTER DEED OF RIVERGATE  
 COUNTY OF Horry ) HORIZONTAL PROPERTY REGIME  
 BALLEW V. SKIPPER (Building 18, Phase XXVII)  
 REGISTRAR OF DEEDS

This TWENTY-FIFTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 30<sup>th</sup> day of November, 2004, WW & LB Development, LLC, hereinafter referred to as "Declarant":

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime; and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration: The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 18, Units B & D, of The Development.
2. Building: Building 18, Units B & D, each having a Square Footage of 1473 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book E, beginning at Page 91 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership: The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate: Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
 2827 1253

1334  
 1253

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Jane Kappay  
1<sup>st</sup> Witness

BY: Luther Bellamy  
Luther Bellamy, Member

Paul H. Tate  
Notary as Witness

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF HORRY          )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Jane Kappay  
1<sup>st</sup> Witness

Sworn to and subscribed before  
me this 30<sup>th</sup> day of November 2004

Paul H. Tate (SEAL)  
Notary Public for South Carolina  
My Commission Expires:

**EXHIBIT "A"**

ALL AND SINGULAR, that certain property as shown as Phase XXVII, Building 18 containing Units B & D as Rivergate Horizontal Property Regime as designated on that certain plat of Atlantic Land Surveying Company dated October 25, 2004, and recorded on November 30, 2004, in the Office of the ROD for Horry County, South Carolina, in Plat Book 201 at page 116, containing .18 acres, more or less, and designated as Phase XXVII pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor:

New Parcel: Building 18-B; 131-02-01-275

New Parcel: Building 18-D; 131-02-01-276

HORRY COUNTY ASSESSOR  
New 131-02-01-275 & 276  
Split From: 131-02-01-013

Map: Blk Parcel

12-1-04 ps

**EXHIBIT "B"**

**PERCENTAGE OF OWNERSHIP**

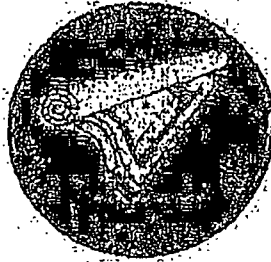
**Schedule I**

**Percentage of Ownership  
After addition of Building 18.B & D**

<b>Unit Type</b>	<b>Statutory Basic Value</b>	<b>Percentage of Ownership</b>
2 Bedroom	\$115	1.34818%
3 Bedroom	\$140	1.64127%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"



November 23, 2004

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 18, Units B and D do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction.



3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29585 • PHONE/FAX: 843-235-6340 • MOBILE: 843-222-4670

1338

1258

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County, regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO LLC

Owner Address RIVERGATE/BLDG 18 B & D

Building Address 4297 RIVERGATE LN / RIVERGATE, LITTLE RIVER

Units 0002 Use 103 Use classification TWO- FAMILY BUILDING

Type of Construction FR Occupant Load \_\_\_\_\_ Sprinkler Provided NO Required NO

Applicable Code 2000 I.R.C. Permit # 0000098974 Report # 0407630

*David A. Jacobs*  
Building Official

STEPHEN BUCK *Stephen Buck* (Signature)  
Inspector

November 22, 2004  
Date

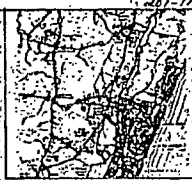
EXHIBIT 1339

10.31.11 Master Deed Documents from Plaintiff 000185

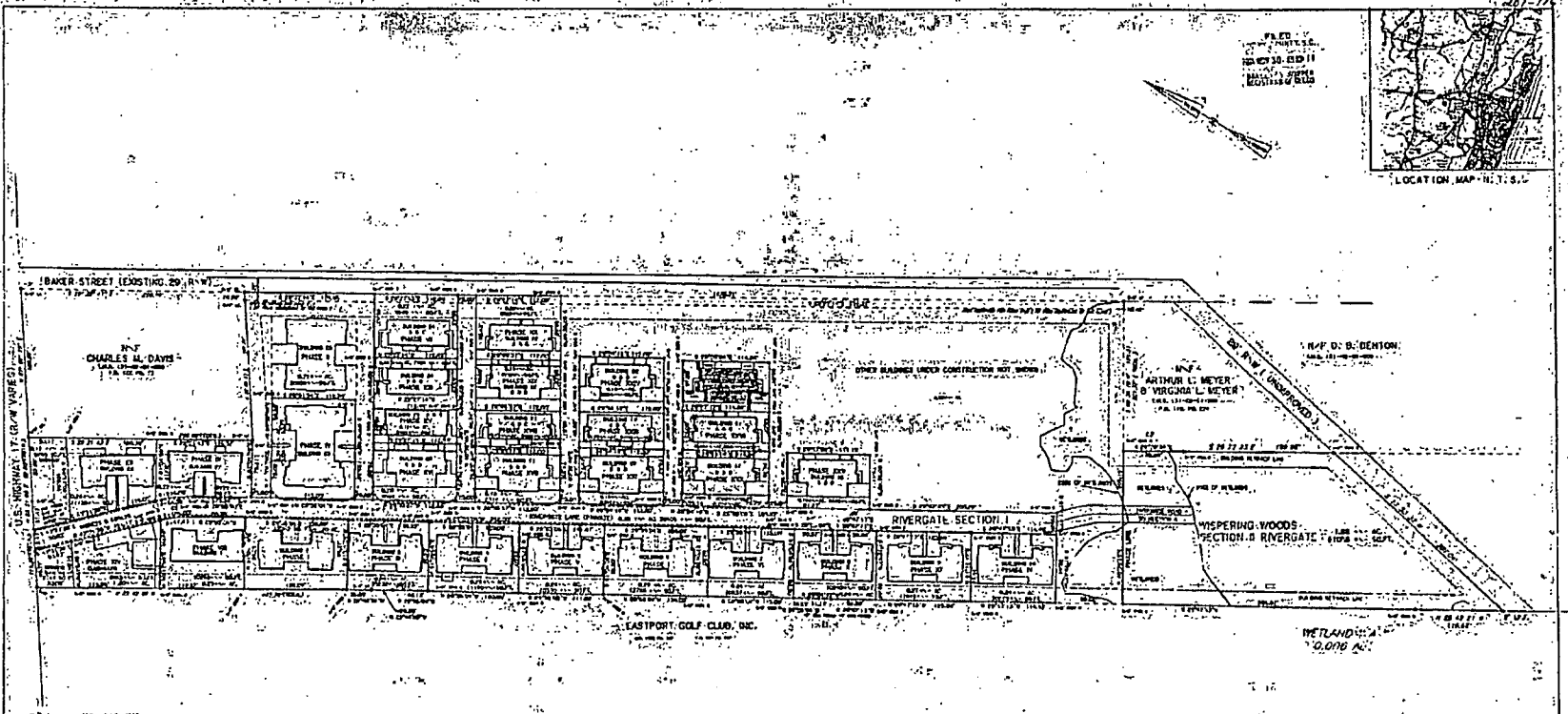
179

1339

FILED IN  
 COUNTY OF  
 STATE OF SOUTH CAROLINA  
 10/21/10



LOCATION MAP - N.T.S.



**CERTIFICATE OF ACCURACY**  
 I, the undersigned, being a duly licensed Professional Surveyor in the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the property, and that the same has been compared with the original survey and found to be correct.

10/21/10

**STATE OF SOUTH CAROLINA**  
 DEPARTMENT OF REVENUE  
 RECEIVED  
 10/21/10

10/21/10

**RIVERGATE PHASE XXVII AS-BUILT BUILDING 8-B-B-D**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING CO.  
 NORTH MYRTLE BEACH  
 SOUTH CAROLINA 29582  
 (843) 399-4260

SECTION I  
 OF RIVERGATE  
 PREPARED FOR  
 W.W.B.L.B. DEVELOPMENT COMPANY, L.L.C.

SCALE: 1" = 40'

DATE: 10/21/10

10/21/10

180

1340

AC-1024

35

445570

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
REGISTRAR OF DEEDS )

TWENTY-SIXTH AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 15, Phase XXVIII)

This TWENTY-SIXTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act of Act) is made and executed in Horry County, South Carolina, this the 14<sup>th</sup> day of December 2004, WW & LB Development, LLC, hereinafter referred to as "Declarant";

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed") in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina; and

WHEREAS, pursuant to Article III of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime; and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 15, Units A & C, of The Development.

2. Building. Building 15, Units A & C, each having a Square Footage of 1353 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book E beginning at Page 103 in the Office of Register of Deeds for Horry County, South Carolina.

3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.

4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED 1039  
2004

13439

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC.

Suzette Quince  
Witness

BY: Luther Bellamy  
Luther Bellamy, Member

Randall L. Hartman  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

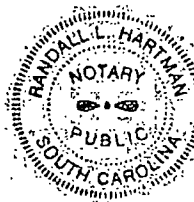
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

Suzette Quince  
Witness

Sworn to and subscribed before  
me this 14<sup>th</sup> day of December 2004

Randall L. Hartman (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

1342

EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase XXVII, Building 15 containing Units A & C, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated October 26, 2004, and recorded on December 17, 2004, in the Office of the ROD for Horry County, South Carolina, in Plat Book 202 at page 23, containing .14 acres, more or less, and designated as Phase XXVIII pertaining to the Master Deed only and Phase I as to the Rivergate Project. (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 15-A; 131-02-01- 277

New Parcel: Building 15-C; 131-02-01- 278

HORRY COUNTY ASSESSOR  
131-02-01- 277 & 278  
Split From: 131-02-01-013  
Map: Bk. Parcel  
12-20-04

**EXHIBIT "B"**

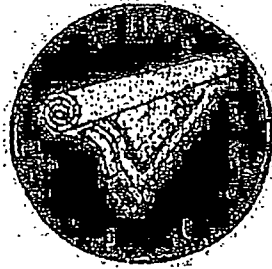
**PERCENTAGE OF OWNERSHIP**

**Schedule 1**  
**Percentage of Ownership**  
**After addition of Building 15 A & C**

<b>Unit Type</b>	<b>Statutory Basic Value</b>	<b>Percentage of Ownership</b>
2 Bedroom	\$115	1.30533%
3 Bedroom	\$140	1.58910%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"



December 7, 2004

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Holly Property Regime Building 15, Units A and C, do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as constructed.

*H. Craig Daniel*  
Professional Seal  
No. 40633  
H. Craig Daniel  
CRAIG DANIEL

3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29955 • PHONE/FAX: 843-235-6340 • MOBILE: 843-292-4670

1345

10/31/04

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building: WW & LB DEVELOPMENT CO LLC

Owner Address: RIVER GATE BLDG 15 A/C

Building Address: 4315 RIVER GATE LN / RIVER GATE, LITTLE RIVER

Units: 0002 Use 103 Use classification TWO- FAMILY BUILDING

Type of Construction FR Occupant Load \_\_\_\_\_ Sprinkler Provided NO Required NO

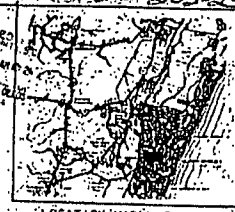
Applicable Code 2000 IRC Permit # 0000100567 Report # 0409992

*David A. Jacobs*  
Building Official

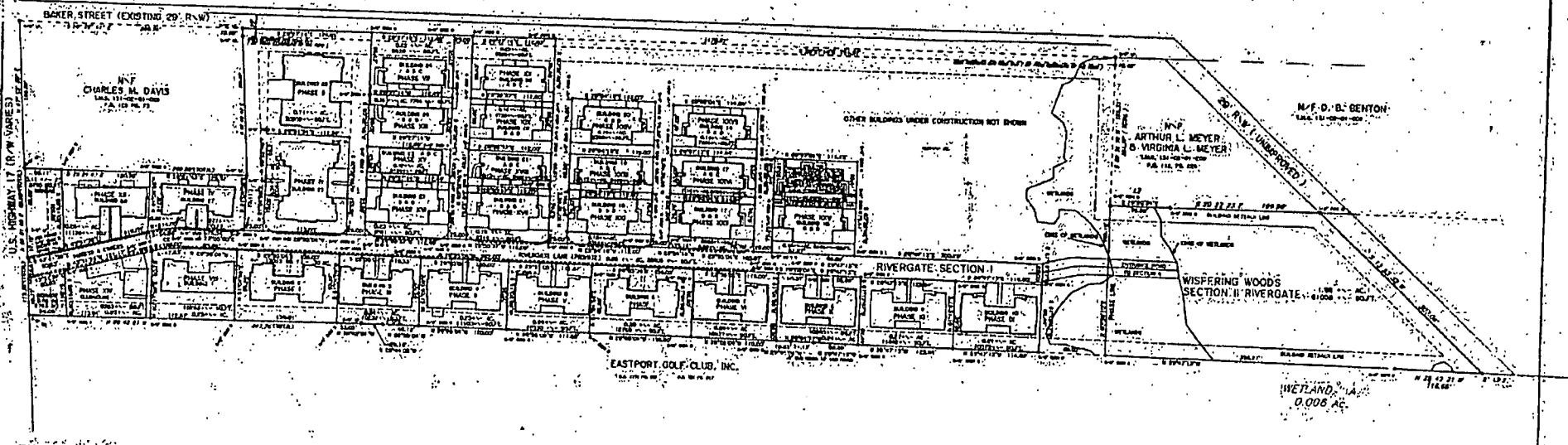
JARRETTE JACOBS *Jarrette Jacobs*  
Inspector

December 16, 2004  
Date

10/31/04



LOCATION MAP N.T.S.



**CERTIFICATE OF ACCURACY**  
 A GREAT CARE HAS BEEN TAKEN TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, TO MAKE A TRUE AND CORRECT MAP OF THE ABOVE DESCRIBED PART OF THE TRACT OF LAND HEREIN, IN ACCORDANCE WITH THE REQUIREMENTS OF THE "PUBLIC LANDS ACT" AND THE "LAND SURVEYING ACT" OF 1908, AND TO MAKE A TRUE AND CORRECT MAP OF THE ABOVE DESCRIBED PART OF THE TRACT OF LAND HEREIN, IN ACCORDANCE WITH THE REQUIREMENTS OF THE "PUBLIC LANDS ACT" AND THE "LAND SURVEYING ACT" OF 1908.

*[Signature]*  
 W. W. B. DEVELOPMENT COMPANY, L. L. C.

**STATE PLANE:**  
 GEOLOGIC SURVEY WITH STATE PLANE COORDINATES LOCATED BY THE GEOLOGIC SURVEY OF THE UNITED STATES, DEPARTMENT OF THE INTERIOR, BUREAU OF GEOLOGICAL SURVEY, WASHINGTON, D. C., 20540.

**REFERENCE:**  
 BOUNDARY AND UTILITIES MAP BY ATLAS AND SURVEYING DATED JULY, 1908, AND RECORDED IN PLAT BOOK 50 AT PAGE 14.

**TAX MAP NUMBER:**  
 THE 1911-1912-1913 PARCEL MAP.

**CHANGES:**  
 NONE.

**LOCATION ZONE INFORMATION:**  
 THIS MAP IS A PLAT MAP AND IS NOT TO BE USED AS A BASIS FOR DETERMINING THE LOCATION OF ANY OTHER PROPERTY.

**PLAT BOOK REFERENCE:**  
 RECORDED IN PLAT BOOK 50 AT PAGE 14.

**NOTES:**

1. PHASE I TOTAL ACRES 1.11
2. PHASE II TOTAL ACRES 1.11
3. PHASE III TOTAL ACRES 1.11
4. PHASE IV TOTAL ACRES 1.11
5. PHASE V TOTAL ACRES 1.11
6. PHASE VI TOTAL ACRES 1.11
7. PHASE VII TOTAL ACRES 1.11
8. PHASE VIII TOTAL ACRES 1.11
9. PHASE IX TOTAL ACRES 1.11
10. PHASE X TOTAL ACRES 1.11
11. PHASE XI TOTAL ACRES 1.11
12. PHASE XII TOTAL ACRES 1.11
13. PHASE XIII TOTAL ACRES 1.11
14. PHASE XIV TOTAL ACRES 1.11
15. PHASE XV TOTAL ACRES 1.11
16. PHASE XVI TOTAL ACRES 1.11
17. PHASE XVII TOTAL ACRES 1.11
18. PHASE XVIII TOTAL ACRES 1.11
19. PHASE XIX TOTAL ACRES 1.11
20. PHASE XX TOTAL ACRES 1.11
21. PHASE XXI TOTAL ACRES 1.11
22. PHASE XXII TOTAL ACRES 1.11
23. PHASE XXIII TOTAL ACRES 1.11
24. PHASE XXIV TOTAL ACRES 1.11
25. PHASE XXV TOTAL ACRES 1.11
26. PHASE XXVI TOTAL ACRES 1.11
27. PHASE XXVII TOTAL ACRES 1.11
28. PHASE XXVIII TOTAL ACRES 1.11

**SECTION I:**  
 TOTAL ACRES 1.11

**SECTION II:**  
 TOTAL ACRES 1.11

**WISPERING WOODS SECTION II RIVERGATE:**  
 TOTAL ACRES 1.11

**WETLAND:**  
 0.006 AC.

**OTHER BUILDINGS UNDER CONSTRUCTION NOT SHOWN.**

**RIVERGATE PHASE XXVIII AS-BUILT BUILDING 15 A-B C**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING Co.,  
 NORTH MYRTLE BEACH,  
 SOUTH CAROLINA, 29582,  
 (843) 399-4260

SECTION I  
 OF RIVERGATE  
 PREPARED FOR  
 W.W. & C.B. DEVELOPMENT COMPANY, L.L.C.

SCALE: 1" = 100'

DATE: 10/1/10

BY: *[Signature]*

CHECKED BY: *[Signature]*

APPROVED BY: *[Signature]*

REGISTERED SURVEYOR

REGISTERED SURVEYOR

REGISTERED SURVEYOR

REGISTERED SURVEYOR

AL-1025

977790

FILED  
HORRY COUNTY, S.C.

STATE OF SOUTH CAROLINA ) TWENTY-SEVENTH AMENDMENT TO  
2005 MAR 24 PM 1:58 ) MASTER DEED OF RIVERGATE  
COUNTY OF HORRY ) HORIZONTAL PROPERTY REGIME  
(Building 16, Phase XXIX)  
BALLERY V. SKIPPED  
REGISTRAR OF DEEDS

This TWENTY-SEVENTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 21st day of March 2005, WW & LB Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III. of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as **Building 16, Units A, B, C & D**, of The Development.
2. Building. **Building 16, Units A, B, C & D**, each having a **Square Footage of 1568 and three (3) bedrooms**. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book E beginning at Page 151 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2881 0667

U  
6671348

5. Certificate of Occupancy: Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

*Lorena Quince*  
Witness

By: *Luther Bellamy*  
Luther Bellamy, Member

*Randall Hartman*  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment; and that s/he with the other subscribing witness, witnessed the execution thereof.

*Lorena Quince*  
Witness

Sworn to and subscribed before me this 21<sup>st</sup> day of March 2005

*Randall Hartman* (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires:  
July 29, 2013

EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase XXIX, Building 16 containing Units A, B, C & D, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated October 26, 2004, and recorded on March 21<sup>st</sup>, 2005, in the Office of the ROD for Horry County, South Carolina, in Plat Book 204 at Page 57, containing .14 acres, more or less, and designated as Phase XXIX pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 16-A; 131-02-01-279

New Parcel: Building 16-B; 131-02-01-280

New Parcel: Building 16-C; 131-02-01-281

New Parcel: Building 16-D; 131-02-01-282

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-279 Area 282  
Split From: 131-02-01-013  
Map Blk Par 21  
3/28/05 po

**EXHIBIT "B"**

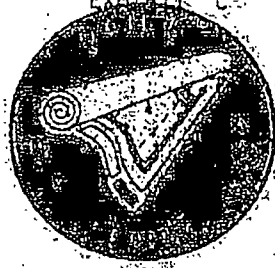
**PERCENTAGE OF OWNERSHIP**

**Schedule I -  
Percentage of Ownership  
After addition of Building 16 A, B, C & D**

<b>Unit Type</b>	<b>Statutory Basic Value</b>	<b>Percentage of Ownership</b>
2 Bedroom	\$115	1.22732%
3 Bedroom	\$140	1.49413%

**NOTE:** All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"



March 21, 2005

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 16, Units A, B, C, and D do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as constructed.

*H. Craig Daniel*  
H. Craig Daniel, P.E.

3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29585 • PHONE/FAX: 843-235-6340 • MOBILE: 843-992-4670

1352

2/19

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use and the structure is approved for occupancy at this time. For the following:

EXHIBIT D  
1181HX3

Owner of the Building: WW & LB DEVELOPMENT CO LLC

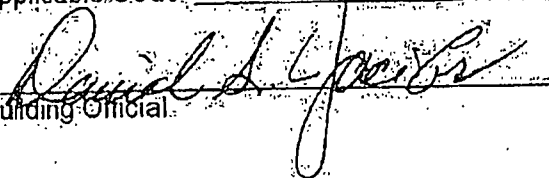
Owner Address: RIVERGATE/BLDG 16/QUADRAPLEX

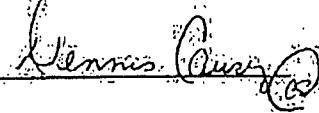
Building Address: 4319 RIVER GATE LN / RIVER GATE, LITTLE RIVER

Units: 0004 Use: 104 Use Classification: THREE-AND FOUR-FAMILY BUILDING

Type of Construction: FR Occupant Load: 31 Sprinkler Provided: NO Required: NO

Applicable Code: 2000 IBC Permit #: 0000103052 Report #: 0420556

  
Building Official

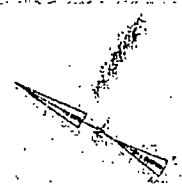
DENNIS CAUSEY  
Inspector 

March 18, 2005  
Date

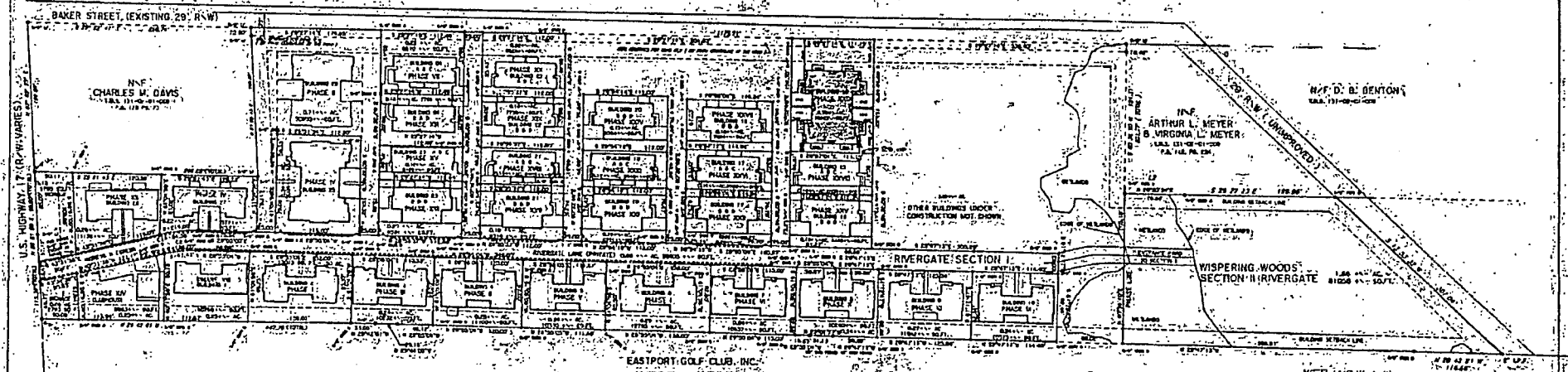
193

1353

FILED  
 TROOP COUNTY, S.C.  
 FEB 24 1964  
 REGISTERED  
 18871-18872



LOCATION MAP - N.T.S.



**CERTIFICATE OF ACCURACY**  
 I, the undersigned, being a duly licensed Professional Engineer in the State of South Carolina, do hereby certify that the above described plat is a true and correct copy of the original as shown to me by the owner or his duly authorized agent, and that the same conforms to the requirements of the laws of the State of South Carolina, and that the same has been recorded in the public records of the State of South Carolina, and that the same is a true and correct copy of the original as shown to me by the owner or his duly authorized agent, and that the same conforms to the requirements of the laws of the State of South Carolina, and that the same has been recorded in the public records of the State of South Carolina.

*[Signature]*  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF SOUTH CAROLINA  
 No. 12345

**STATE PLANS:**  
 GEODESIC MONUMENTS WITH STATE PLANE COORDINATES LOCATED BEYOND 5000' OF THIS PROPERTY.

**REFERENCE:**  
 DOWNSHIP AND WETLAND MAP BY PERCY LEAD SURVEYING DATED JAN. 1958 AND RECORDED IN PLAT BOOK 40 AT PAGE 56.

**TAX MAP, HANDBOOK:**  
 THIS IS AN APPROXIMATE PRESENT.

**REMARKS:**  
 ALL DIMENSIONS GIVEN ARE IN FEET UNLESS OTHERWISE SPECIFIED.

**ADDITIONAL INFORMATION:**  
 THIS IS NOT A FLOOD HAZARD ZONE, NOR IS IT PERMITTED BY A MAP. THE FLOOD HAZARD ZONE IS LOCATED IN SECTION 11, BLOCK 1, LOT 100.

**PLAT BOOK, PRESENT RECORD:**  
 RECORDED IN PLAT BOOK 40 AT PAGE 56.

**CERTIFICATE OF CORRECTNESS AND VALIDATION**  
 I, the undersigned, being a duly licensed Professional Engineer in the State of South Carolina, do hereby certify that the above described plat is a true and correct copy of the original as shown to me by the owner or his duly authorized agent, and that the same conforms to the requirements of the laws of the State of South Carolina, and that the same has been recorded in the public records of the State of South Carolina.

*[Signature]*  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF SOUTH CAROLINA  
 No. 12345

**NOTES:**  
 1. THIS PLAT SHOWS THE LAYOUT OF BUILDING 16 AS BUILT.  
 2. THE TOTAL AREA OF THE PLAT IS 1.000 ACRES.  
 3. THE TOTAL AREA OF BUILDING 16 IS 1.000 ACRES.  
 4. THE TOTAL AREA OF THE WETLAND IS 0.006 ACRES.  
 5. THE TOTAL AREA OF THE WETLAND IS 0.006 ACRES.  
 6. THE TOTAL AREA OF THE WETLAND IS 0.006 ACRES.  
 7. THE TOTAL AREA OF THE WETLAND IS 0.006 ACRES.  
 8. THE TOTAL AREA OF THE WETLAND IS 0.006 ACRES.  
 9. THE TOTAL AREA OF THE WETLAND IS 0.006 ACRES.  
 10. THE TOTAL AREA OF THE WETLAND IS 0.006 ACRES.

**RIVERGATE PHASE XXIX AS-BUILT BUILDING 16**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING CO.  
 NORTH MYRTLE BEACH, SOUTH CAROLINA 29582  
 (843) 389-4260

SECTION II  
 OF RIVERGATE  
 PREPARED FOR  
**W.W. & L. B. DEVELOPMENT COMPANY, L.L.C.**

GRAPHIC SCALE - FEET

1" = 100'

0' 100' 200'

AL-1034

354

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-283-286  
SPLIT FROM 131-02-01-013  
Map Blk Parcel  
47-08 pr

515970

FILED  
HORRY COUNTY, S.C.

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
REGISTRAR OF DEEDS )  
V. )  
HORIZONTAL PROPERTY REGIME )  
(Building 14, Phase XXX)

This TWENTY-EIGHTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 4<sup>th</sup> day of April 2005, WW & LB Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as **Building 14, Units A, B, C & D, of The Development.**
2. Building. **Building 14, Units A, B, C & D, each having a Square Footage of 1568 and three (3) bedrooms.** The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book ~~224 E~~ beginning at Page ~~79~~ 154 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).

DEED  
2888 1145

A  
1350

5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

Except as specifically amended hereby, the Master Deed and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written:

WITNESSED:

W.W. & L.B. DEVELOPMENT, LLC

*Randall St. Huta*

1<sup>st</sup> Witness

By: *Luther Bellamy*  
Luther Bellamy, Member

*Loretta Russell*  
Notary as Witness

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named W.W. & L.B. DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment; and that s/he, with the other subscribing witness witnessed the execution thereof.

*Randall St. Huta*  
1<sup>st</sup> Witness

Sworn to and subscribed before  
me this 4<sup>th</sup> day of April 2005.

*Loretta Russell* (SEAL)  
Notary Public for South Carolina  
My Commission Expires



1356

**EXHIBIT "A"**

ALL AND SINGULAR, that certain property as shown as Phase XXX, Building 14 containing Units A, B, C & D, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated October 26, 2004, and recorded on April 4<sup>th</sup>, 2005, in the Office of the ROD for Horry County, South Carolina, in Plat Book 204 at Page 117, containing .40 acres, more or less, and designated as Phase XXX pertaining to the Master Deed only and Phase 1 as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat):

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina:

Horry County Assessor

New Parcel: Building 14-A; 131-02-01-\_\_\_\_\_

New Parcel: Building 14-B; 131-02-01-\_\_\_\_\_

New Parcel: Building 14-C; 131-02-01-\_\_\_\_\_

New Parcel: Building 14-D; 131-02-01-\_\_\_\_\_

Split From: 131-02-01-013

**EXHIBIT "B"**

**PERCENTAGE OF OWNERSHIP**

**Schedule 1**  
**Percentage of Ownership**  
**After addition of Building 14 A, B, C & D**

<b>Unit Type</b>	<b>Statutory Basic Value</b>	<b>Percentage of Ownership</b>
2 Bedroom	\$115	1.15811%
3 Bedroom	\$140	1.40987%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT, "C"



March 21, 2005

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 14, Units A, B, C, and D do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as constructed.

*H. Craig Daniel*

H. Craig Daniel, P.E.

3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29585 • PHONE/FAX: 843-235-6340 • MOBILE: 843-992-4670

1359

1151

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in effect certifying that at the time of issuance the inspection and review process has been performed in accordance with various ordinances of the County regulating building construction or use and the structure is approved for occupancy at this time. For the following:

Owner of the Building: WW & LB DEVELOPMENT CO. LLC

Owner Address: RIVERGATE/BLDG. 14/QUADRAPLEX

Building Address: 4327 RIVERGATE LANE / RIVERGATE, LITTLE RIVER

Units: 0004 Use: 104 Use classification: THREE-AND FOUR-FAMILY BUILDING

Type of Construction: FR Occupant Load: 31 Sprinkler Provided: NO Required: NO

Applicable Code: 2000 IBC Permit #: 0000103051 Report #: 0420588

*David L. Jones*  
Building Official

DENNIS CAUSEY *Dennis Causey*  
Inspector

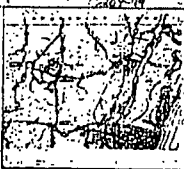
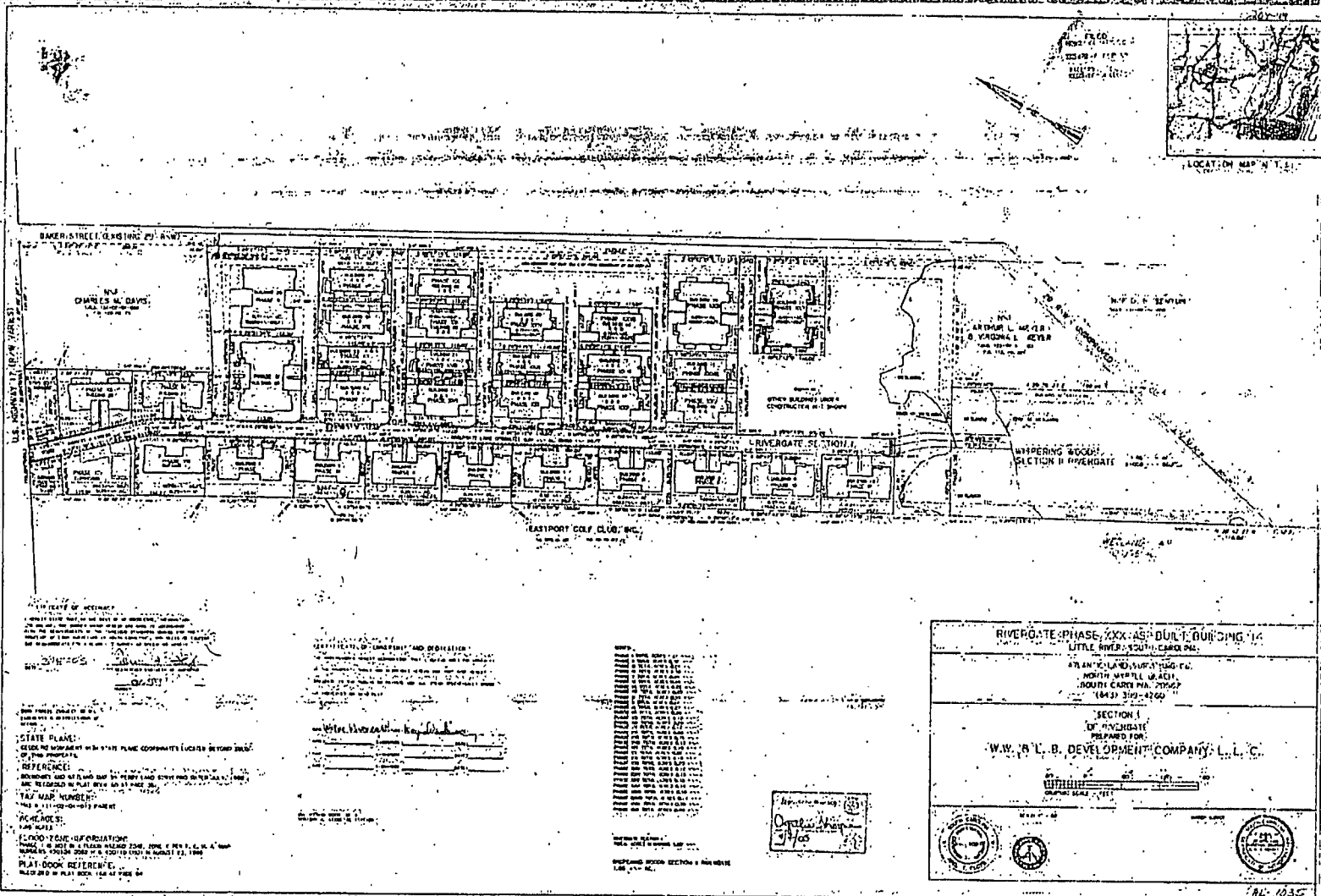
MARCH 31, 2005  
Date

EXHIBIT "D"

10-31-11 Master Deed Documents from Plaintiff 000200

200

1360



LOCATION MAP 'N' T.S.

**RIVERGATE PHASE XXX ASPHALT BUILDING 'A'**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING CO.  
 NORTH WYCKE ROAD  
 SOUTH CAROLINA 29507  
 (843) 392-4260

SECTION 1  
 OF PRELIMINARY  
 PREPARED FOR  
**W.W. B.L.B. DEVELOPMENT COMPANY, L.L.C.**

DATE: 11/15/2011  
 SHEET NO. 1 OF 1  
 SCALE: AS SHOWN

**THE CITY OF HARTFORD**  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEER OF STREETS AND HIGHWAYS  
 100 STATE STREET, SUITE 1000  
 HARTFORD, CONNECTICUT 06103  
 TEL: 860-524-2000  
 FAX: 860-524-2001

**STATE PLANS:**  
 NONE

**REFERENCES:**  
 1. CITY OF HARTFORD, CONNECTICUT, ZONING ORDINANCE, CHAPTER 15-1, ARTICLE 15-1.1, SECTION 15-1.1.1, 15-1.1.2, 15-1.1.3, 15-1.1.4, 15-1.1.5, 15-1.1.6, 15-1.1.7, 15-1.1.8, 15-1.1.9, 15-1.1.10, 15-1.1.11, 15-1.1.12, 15-1.1.13, 15-1.1.14, 15-1.1.15, 15-1.1.16, 15-1.1.17, 15-1.1.18, 15-1.1.19, 15-1.1.20, 15-1.1.21, 15-1.1.22, 15-1.1.23, 15-1.1.24, 15-1.1.25, 15-1.1.26, 15-1.1.27, 15-1.1.28, 15-1.1.29, 15-1.1.30, 15-1.1.31, 15-1.1.32, 15-1.1.33, 15-1.1.34, 15-1.1.35, 15-1.1.36, 15-1.1.37, 15-1.1.38, 15-1.1.39, 15-1.1.40, 15-1.1.41, 15-1.1.42, 15-1.1.43, 15-1.1.44, 15-1.1.45, 15-1.1.46, 15-1.1.47, 15-1.1.48, 15-1.1.49, 15-1.1.50, 15-1.1.51, 15-1.1.52, 15-1.1.53, 15-1.1.54, 15-1.1.55, 15-1.1.56, 15-1.1.57, 15-1.1.58, 15-1.1.59, 15-1.1.60, 15-1.1.61, 15-1.1.62, 15-1.1.63, 15-1.1.64, 15-1.1.65, 15-1.1.66, 15-1.1.67, 15-1.1.68, 15-1.1.69, 15-1.1.70, 15-1.1.71, 15-1.1.72, 15-1.1.73, 15-1.1.74, 15-1.1.75, 15-1.1.76, 15-1.1.77, 15-1.1.78, 15-1.1.79, 15-1.1.80, 15-1.1.81, 15-1.1.82, 15-1.1.83, 15-1.1.84, 15-1.1.85, 15-1.1.86, 15-1.1.87, 15-1.1.88, 15-1.1.89, 15-1.1.90, 15-1.1.91, 15-1.1.92, 15-1.1.93, 15-1.1.94, 15-1.1.95, 15-1.1.96, 15-1.1.97, 15-1.1.98, 15-1.1.99, 15-1.1.100

201  
 1361

98118

FILED  
HORRY COUNTY, S.C.

STATE OF SOUTH CAROLINA ) TWENTY-NINTH AMENDMENT TO  
2005 MAY 16 ) MASTER DEED OF RIVERGATE  
COUNTY OF HORRY ) HORIZONTAL PROPERTY REGIME  
BALLERY V. SIBLER  
REGISTRAR OF DEEDS (Building 18, Phase XXXI)

This TWENTY-NINTH Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 12<sup>th</sup> day of May, 2005, WW & LB Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate, together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 18, Units A & C, of The Development.
2. Building. Building 18, Units A & C, each having a Square Footage of 1353 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book F beginning at Page 168 in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).
5. Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

DEED  
2910 0904

1362  
4  
A

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

*Lucia Quince* By *Wayne Winderman*  
1<sup>st</sup> Witness Wayne Winderman, Managing Member

*Randall L. Hartman*  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

*Lucia Quince*  
1<sup>st</sup> Witness

Sworn to and subscribed before me this 12<sup>th</sup> day of May, 2005.

*Randall L. Hartman* (SEAL)  
Notary Public for South Carolina  
My Commission Expires 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

**EXHIBIT "A"**

ALL AND SINGULAR, that certain property as shown as Phase XXXI, Building 18 containing Units A & C, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated April 28<sup>th</sup>, 2005 and recorded on May 16<sup>th</sup>, 2005, in the Office of the ROD for Horry County, South Carolina, in Plat Book 205 at Page 72, containing 40 acres, more or less, and designated as Phase XXXI pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 18-A; 131-02-01-287

New Parcel: Building 18-C; 131-02-01-288

HORRY COUNTY ASSESSOR  
NEW PARCEL: 131-02-01-287, 288  
SPLIT FROM: 131-02-01-013  
Map Blk Parcel  
5/17/05  
P

Split From: 131-02-01-013

**EXHIBIT "B"**

**PERCENTAGE OF OWNERSHIP**

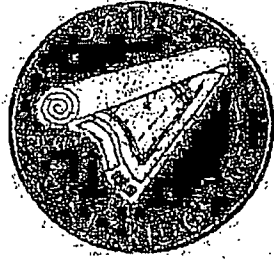
**Schedule 1**  
**Percentage of Ownership**  
**After addition of Building 18 A & C**

<b>Unit Type</b>	<b>Statutory Basic Value</b>	<b>Percentage of Ownership</b>
2 Bedroom	\$115	1.12635%
3 Bedroom	\$140	1.37120%

**NOTE:** All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

EXHIBIT "C"

282-8143



May 6, 2005.

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 18, Units A and C do depict the dimensions, area and locations of the Units and Common Elements, both Units and General of the Regime, as designed and within reasonable construction.



3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29585 • PHONE/FAX: 843-235-6340 • MOBILE: 843-222-4670

1366

6/06

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

EXHIBIT "D"

Owner of the Building: WW & LB DEVELOPMENT CO LLC

Owner Address: RIVER GATE/BLDG 18 A/C

Building Address: 4295 RIVER GATE LANE / RIVER GATE, LITTLE RIVER

Units: 0002 Use: 103 Use classification: TWO-FAMILY BUILDING

Type of Construction: FR Occupant Load: \_\_\_\_\_ Sprinkler Provided: NO Required: NO

Applicable Code: 2000 IRC Permit #: 0000103048 Report #: 0431558

*David S. Spencer*  
Building Official

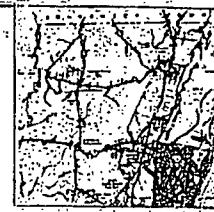
*Stephen Buck*  
Inspector

April 29, 2005  
Date

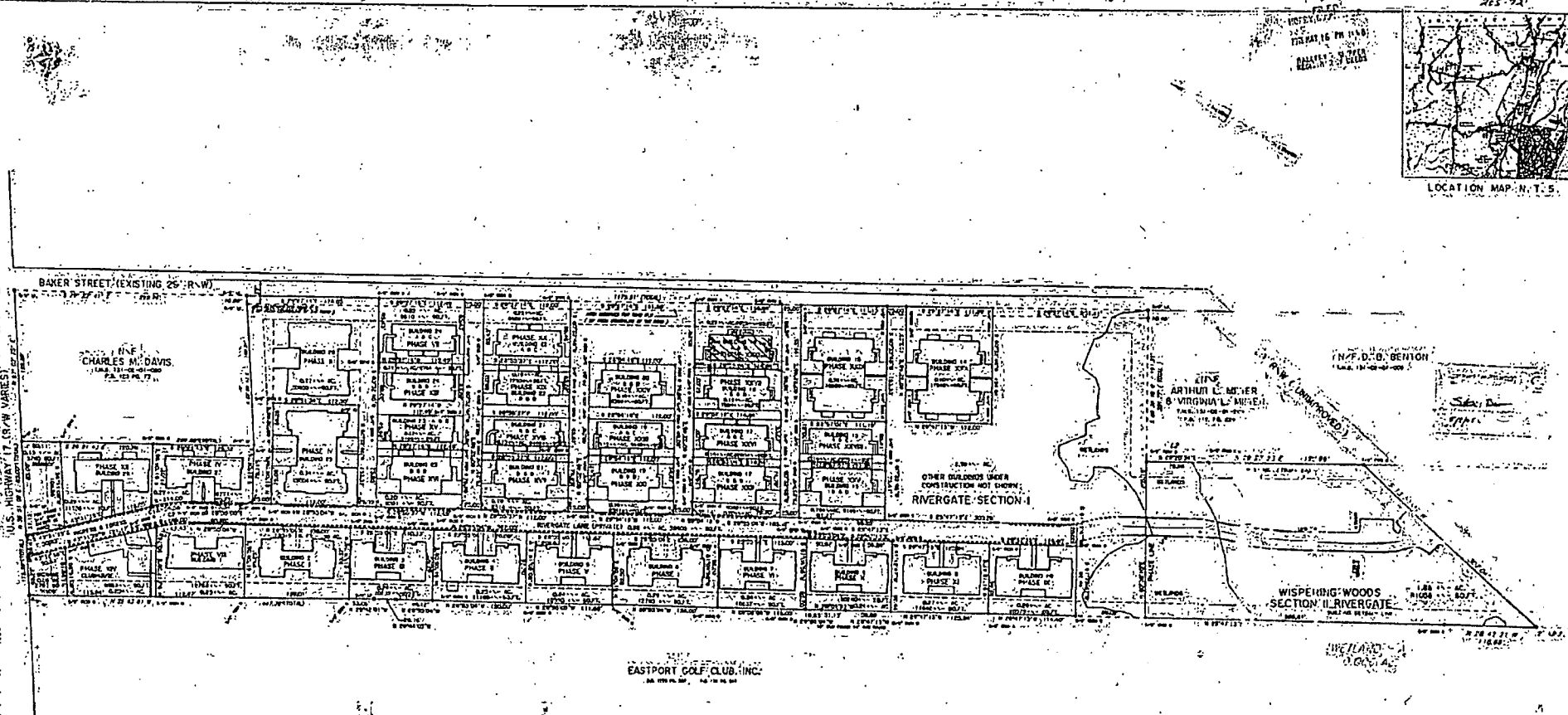
207

1367

10-31-11 Master Deed Documents from Plaintiff 000209



LOCATION MAP N.T.S.



**CERTIFICATE OF ACCURACY**  
 I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the above described plat, as shown on the accompanying drawing, was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of South Carolina.  
 Date: 1/15/73  
 Signature: [Signature]

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 We, the undersigned, being the owners of the above described property, do hereby certify that the above described plat, as shown on the accompanying drawing, was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of South Carolina.  
 Date: 1/15/73  
 Signature: [Signature]

**STATE PLANS**  
 GEODETIC MONUMENT WITH STATE PLANE COORDINATES LOCATED AT LEAST 2000' OF THIS PROPERTY.

**REFERENCES**  
 PROPERTY AND STRAIGHT MAP BY PERM. LAND SURVEYOR DATED JULY, 1958.  
 THE PLAT IS RECORDED IN PLAT BOOK 40 AT PAGE 344.

**MAP NUMBER**  
 151-11-001-001

**FLOOD ZONE INFORMATION**  
 PLAT IS NOT IN A FLOOD HAZARD ZONE AS SHOWN ON A MAP READER SHOULD REFER TO 45 USC (45) SEC. 1521-1009.

**PLAT BOOK REFERENCE**  
 RECORDED IN PLAT BOOK 156 AT PAGE 18

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 We, the undersigned, being the owners of the above described property, do hereby certify that the above described plat, as shown on the accompanying drawing, was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of South Carolina.  
 Date: 1/15/73  
 Signature: [Signature]

- PHASE I TOTAL ACRES 1.81
- PHASE II TOTAL ACRES 2.04
- PHASE III TOTAL ACRES 2.04
- PHASE IV TOTAL ACRES 2.04
- PHASE V TOTAL ACRES 2.04
- PHASE VI TOTAL ACRES 2.04
- PHASE VII TOTAL ACRES 2.04
- PHASE VIII TOTAL ACRES 2.04
- PHASE IX TOTAL ACRES 2.04
- PHASE X TOTAL ACRES 2.04
- PHASE XI TOTAL ACRES 2.04
- PHASE XII TOTAL ACRES 2.04
- PHASE XIII TOTAL ACRES 2.04
- PHASE XIV TOTAL ACRES 2.04
- PHASE XV TOTAL ACRES 2.04
- PHASE XVI TOTAL ACRES 2.04
- PHASE XVII TOTAL ACRES 2.04
- PHASE XVIII TOTAL ACRES 2.04
- PHASE XIX TOTAL ACRES 2.04
- PHASE XX TOTAL ACRES 2.04
- PHASE XXI TOTAL ACRES 2.04
- PHASE XXII TOTAL ACRES 2.04
- PHASE XXIII TOTAL ACRES 2.04
- PHASE XXIV TOTAL ACRES 2.04
- PHASE XXV TOTAL ACRES 2.04
- PHASE XXVI TOTAL ACRES 2.04
- PHASE XXVII TOTAL ACRES 2.04
- PHASE XXVIII TOTAL ACRES 2.04
- PHASE XXIX TOTAL ACRES 2.04
- PHASE XXX TOTAL ACRES 2.04

WISPERING WOODS SECTION II RIVERGATE  
 156-11-001-001

**RIVERGATE PHASE XXXI AS-BUILT BUILDING 18 A-B-C**  
 LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING CO.  
 1714 MYRTLE BEACH  
 SOUTH CAROLINA, 29582  
 (843) 399-4260

SECTION I  
 RIVERGATE  
 PREPARED FOR  
 W.W. DEVELOPMENT COMPANY, L.L.C.

SCALE: 1" = 40' (AS SHOWN)

RECORDED IN PLAT BOOK 156 AT PAGE 18

522188

FILED  
 Horry County, S.C.  
 STATE OF SOUTH CAROLINA ) THIRTIETH AMENDMENT TO  
 2005 JUL 19 PM 2:27 ) MASTER DEED OF RIVERGATE  
 COUNTY OF HORRY ) HORIZONTAL PROPERTY REGIME  
 BALLEW )  
 REGISTRAR OF DEEDS (Building 20, Phase XXXII)

This THIRTIETH Amendment of Master Deed pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act of Act) is made and executed in Horry County, South Carolina, this the 14<sup>th</sup> day of July 2005, W.W. & L.B. Development, LLC, hereinafter referred to as "Declarant".

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate (together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property").

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration: The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as **Building 20, Units A & C**, of The Development.
2. Building: **Building 20, Units A & C**, each having a **Square Footage of 1353 and three (3) bedrooms**. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in **Condo Plat Book F**, beginning at **Page 203**, in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership: The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate: Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).
5. Certificate of Occupancy: Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

DEED  
 2914 0409

1389  
 437

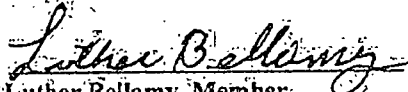
Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

  
1<sup>st</sup> Witness

By:   
Luther Bellamy, Member

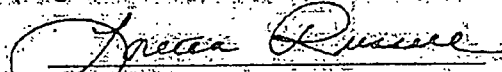
  
Notary as Witness

STATE OF SOUTH CAROLINA )


PROBATE

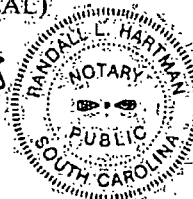
COUNTY OF HORRY )

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment, and that s/he with the other subscribing witness witnessed the execution thereof.

  
Witness

Sworn to and subscribed before  
me this 14<sup>th</sup> day of July 2005

 (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires:  
July 29, 2013

1370

EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase XXXII, Building 20 containing Units A & C, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated June 6<sup>th</sup>, 2005 and recorded on July 14<sup>th</sup>, 2005, in the Office of the ROD for Horry County, South Carolina, in Plat Book 806 at Page 173, containing .21 acres, more or less, and designated as Phase XXXII pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 20 A, 131-02-01-289

New Parcel: Building 20 C, 131-02-01-290

Split From: 131-02-01-013

HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-289-290  
SPLIT FROM 131-02-01-013  
Map, Bk Parcel  
7-20-05

**EXHIBIT "B"**

**PERCENTAGE OF OWNERSHIP**

**Schedule I  
Percentage of Ownership  
After addition of Building 20 A & C**

<b>Unit Type</b>	<b>Statutory Basic Value</b>	<b>Percentage of Ownership</b>
2 Bedroom	\$115	1.09628%
3 Bedroom	\$140	1.33460%

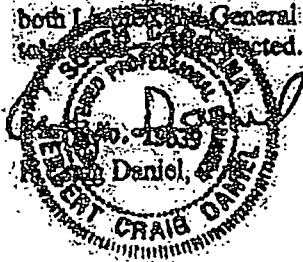
NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.



July 11, 2005

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 20, Units A and C do depict the dimensions, area and locations of the Units and Common Elements, both Land and General of the Regime, as designed and within reasonable construction to be expected.



# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building: WW & LB DEVELOPMENT CO LLC

Owner Address: RIVER GATE/BLD 20 A/C

Building Address: 4279 RIVER GATE LN / RIVER GATE, LITTLE RIVER, SC

Units: 0002 Use: 103 Use classification: TWO- FAMILY BUILDING

Type of Construction: FR Occupant Load: \_\_\_\_\_ Sprinkler Provided: NO Required: NO

Applicable Code: 2000 IRC Permit #: 0000103049 Report #: 0445754

*Ronald L. Jacobs*  
Building Official

*Stephen Buck*  
STEPHEN BUCK  
Inspector

July 11, 2005  
Date

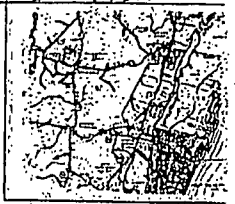
10.31.11 Master Deed Documents from Plaintiff 000215

Exhibit "D"

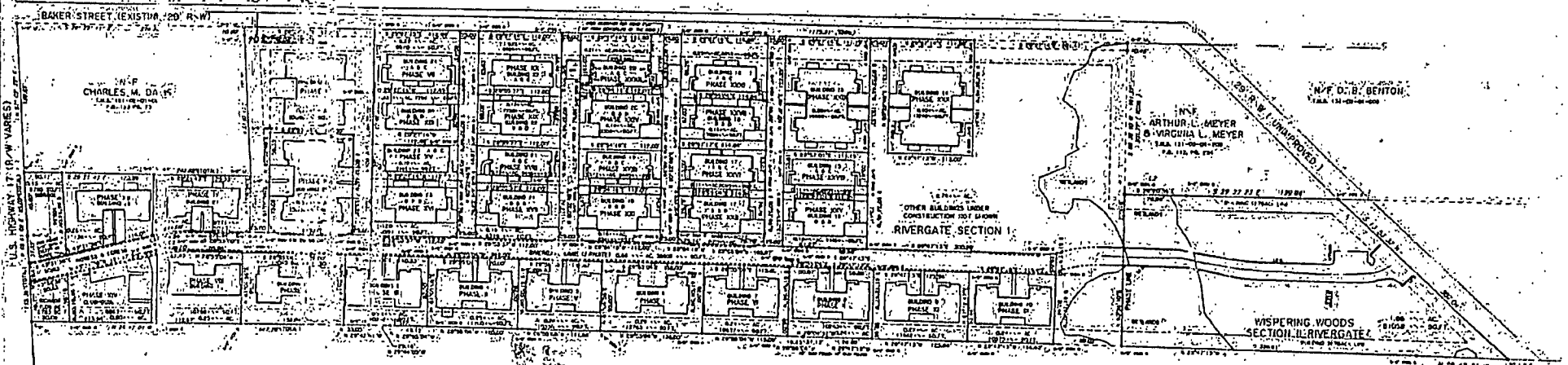
214

137414

FREE COPY TO BE RETURNED TO THE ARCHITECT



LOCATION MAP, N.T.S.



**CERTIFICATE OF ACCURACY**  
 I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM A duly Licensed Professional Engineer in the State of South Carolina.

**CERTIFICATE OF OWNERSHIP AND DESIGNATION**  
 I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM A duly Licensed Professional Engineer in the State of South Carolina.

**STATE PLANS**  
 FROM A PLAN AND WITH STRIPED DIMENSIONS AND TO BE SET IN PLACE IN THE FIELD.

**REFERENCE:**  
 L.C. 1054  
 L.C. 1055  
 L.C. 1056  
 L.C. 1057  
 L.C. 1058  
 L.C. 1059  
 L.C. 1060  
 L.C. 1061  
 L.C. 1062  
 L.C. 1063  
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 L.C. 1075  
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 L.C. 1078  
 L.C. 1079  
 L.C. 1080  
 L.C. 1081  
 L.C. 1082  
 L.C. 1083  
 L.C. 1084  
 L.C. 1085  
 L.C. 1086  
 L.C. 1087  
 L.C. 1088  
 L.C. 1089  
 L.C. 1090  
 L.C. 1091  
 L.C. 1092  
 L.C. 1093  
 L.C. 1094  
 L.C. 1095  
 L.C. 1096  
 L.C. 1097  
 L.C. 1098  
 L.C. 1099  
 L.C. 1100

EASTPORT GOLF CLUB, INC.

**RIVERGATE PHASE XXXII AS-BUILT BUILDING 20 A, B & C**  
 LITTLE RIVER, SOUTH CAROLINA

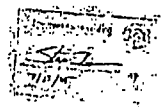
ATLANTIC LAND SURVEYING Co.  
 NORTH MYRTLE BEACH  
 SOUTH CAROLINA 29582  
 (843) 399-0280

(SECTION I)  
 OF RIVERGATE  
 PREPARED FOR  
 W.W. & L.B. DEVELOPMENT COMPANY, L.L.C.

GRAPHIC SCALE - FEET

DATE: 12/15/2011

SCALE: 1" = 40'



527248

FILED  
Horry County, S.C.  
2005 SEP 30 PM 4:36  
COUNTY OF HORRY  
BALLELY V. SMITH  
REGISTRAR OF DEEDS

THIRTY-FIRST AMENDMENT TO  
MASTER DEED OF RIVERGATE  
HORIZONTAL PROPERTY REGIME  
(Building 13A and 13C, Phase XXXIII)

This THIRTY-FIRST Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 30<sup>th</sup> day of September 2005. WW & LB Development, LLC, hereinafter referred to as "Declarant"

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed", in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina; and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime; and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property")

NOW THEREFORE, Declarant hereby publishes and declares that:

- Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 13, Units A & C, of The Development.
- Building. Building 13, Units A & C, each having a Square Footage of 1568 and three (3) bedrooms. The floor plans of the Building which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book F beginning at Page 001 in the Office of Register of Deeds for Horry County, South Carolina.
- Percentage of Ownership. The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
- Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-10 of the Code of Laws of South Carolina (1976).
- Certificate of Occupancy. Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

DEED  
2986 1330

1376 0  
1330  
216

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

Todd Hartman  
1<sup>st</sup> Witness

By: Wayne Winderman  
Wayne Winderman, Member

Randall Hartman  
Notary as Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named, WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment; and that s/he with the other subscribing witness witnessed the execution thereof.

Todd Hartman  
1<sup>st</sup> Witness

Sworn to and subscribed before me  
this 30<sup>th</sup> day of September 2005

Randall Hartman (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

EXHIBIT "A"

ALL AND SINGULAR, that certain property as shown as Phase XXXIII, Building 13 containing Units A & C, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated September 20<sup>th</sup>, 2005 and recorded on September 30<sup>th</sup>, 2005, in the Office of the ROD for Horry County, South Carolina, in Plat Book 208 at Page 067, containing 15 acres, more or less, and designated as Phase XXXIII pertaining to the Master Deed only and Phase I as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239, and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 13-A; 131-02-01-291

New Parcel: Building 13-C; 131-02-01-292

HORRY COUNTY ASSESSOR  
Split From: 131-02-01-291+292  
131-02-01-013  
NEW PARCEL  
10/3/05

**EXHIBIT "B"**

**PERCENTAGE OF OWNERSHIP**

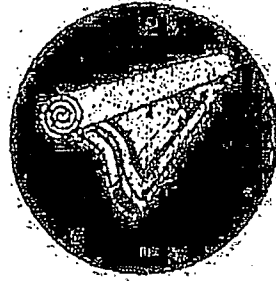
**Schedule 1**

**Percentage of Ownership  
After addition of Building 13 A & C**

<b>Unit Type</b>	<b>Statutory Basic Value</b>	<b>Percentage of Ownership</b>
2 Bedroom	\$115	1.06778%
3 Bedroom	\$140	1.29991%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

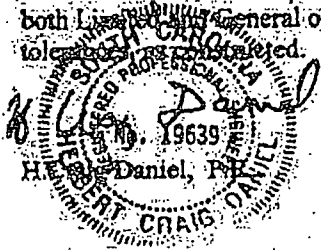
Exhibit "C"



September 15, 2005

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 13, Units A and C do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as stated.



3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29585 • PHONE: 843-235-6340 • MOBILE: 843-922-4670 • FAX: 843-235-6341

1380

EXHIBIT "D"

01C03

1381

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance, the inspection and review process has been performed in accordance with the various ordinances of the County, regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO LLC

Owner Address: RIVER GATE/BLDG 13 UNIT A&C

Building Address 4331/4339 RIVER GATE / RIVER GATE, LITTLE RIVER

Units 0002 Use 103 Use classification TWO- FAMILY BUILDING

Type of Construction FR Occupant Load \_\_\_\_\_ Sprinkler Provided NO Required NO

Applicable Code 2000 IRC Permit # 0000105277 Report # 0464564

*David S. Jacobs*  
Building Official

*Jarrette Jacobs*  
JARRETTE JACOBS  
Inspector  
September 29, 2005  
Date

221

1381

10.31.11 Master Deed Documents from Plaintiff 000221



HORRY COUNTY ASSESSOR  
NEW PARCEL 131-02-01-293, 294  
SPLIT FROM 131-02-01-013  
Map Blk Parcel  
12/20/05

531406

FILED  
STATE OF SOUTH CAROLINA ) THIRTY-SECOND AMENDMENT TO  
COUNTY OF HORRY ) MASTER DEED OF RIVERGATE  
) HORIZONTAL PROPERTY REGIME  
(Building 12A and 12B, Phase XXXIV)

REGISTRAR OF DEEDS

This THIRTY-SECOND Amendment of Master Deed, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended (Horizontal Property Act "of Act") is made and executed in Horry County, South Carolina, this the 8<sup>th</sup> day of December 2005, WW & LB Development, LLC, hereinafter referred to as "Declarant":

WHEREAS, on March 14, 2001, Declarant did record a Master Deed of Rivergate Horizontal Property Regime (herein referred to as the "Master Deed," in Deed Book 2351, at Page 1239, records of the office of the ROD for Horry County, South Carolina and

WHEREAS, pursuant to Article III, of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate, together with improvements thereon located in Horry County, South Carolina and being more particularly described on exhibit "A" attached hereto (said property being hereinafter referred to as the "Property"),

NOW THEREFORE, Declarant hereby publishes and declares that:

1. Declaration: The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to the terms thereof. The property together with the buildings thereon shall be referred to as Building 12, Units A & B, of The Development.
2. Building: Building 12, Units A & B, each having a Square Footage of 1461 and three (3) bedrooms. The floor plans of the Building, which shows graphically the dimensions, area and location of the Units therein, and a Plat which shows the location of the Buildings and other improvements on the land, are recorded in Condo Plat Book beginning at Page \_\_\_\_\_ in the Office of Register of Deeds for Horry County, South Carolina.
3. Percentage of Ownership: The percentage of ownership of the owners of each unit is shown on Exhibit "B" attached hereto.
4. Architect's Certificate: Attached hereto as Exhibit "C" is the Architect's Certificate required by Section 27-31-110 of the Code of Laws of South Carolina (1976).
5. Certificate of Occupancy: Attached hereto as Exhibit "D" is the Certificate of Occupancy issued by the Department of Code Enforcement, Horry County, South Carolina.

DEED  
3020 0786

1883 X

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to Master Deed on the date above written.

WITNESSED:

WW & LB DEVELOPMENT, LLC

*Suzetta Russell*  
1<sup>st</sup> Witness

By: *Wayne Winderman*  
Wayne Winderman, Member

*Randall L. Hartman*  
Notary as Witness

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named WW & LB DEVELOPMENT, LLC by its authorized officer, sign, seal and as its act and deed, deliver the within Amendment; and that s/he with the other subscribing witness witnessed the execution thereof.

*Suzetta Russell*  
1<sup>st</sup> Witness

Sworn to and subscribed before me  
this 8<sup>th</sup> day of December 2005

*Randall L. Hartman* (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 7-29-13



RANDALL L. HARTMAN  
NOTARY PUBLIC  
SOUTH CAROLINA  
My Commission Expires  
July 29, 2013

**EXHIBIT "A"**

ALL AND SINGULAR, that certain property as shown as Phase XXXIV, Building 12 containing Units A & B, as Rivergate Horizontal Property Regime, as designated on that certain plat of Atlantic Land Surveying Company dated \_\_\_\_\_, 2005 and recorded on December 8<sup>th</sup>, 2005, in the Office of the ROD for Horry County, South Carolina, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, containing 1.5 acres, more or less, and designated as Phase XXXIV pertaining to the Master Deed only and Phase J as to the Rivergate Project, (said acreage includes parcels designated as "Signage" containing 0.13 acres, "Ingress and Egress" containing 0.58 acres, "Signage" containing 0.06 acres, all shown on the foregoing mentioned plat).

Said property being a portion of that property conveyed to Declarant herein by Deeds recorded in Deed Book 2210 at page 1239 and Deed Book 2243 at Page 85 in the Office of the ROD for Horry County, South Carolina.

Horry County Assessor

New Parcel: Building 12-A; 131-02-01-\_\_\_\_\_

New Parcel: Building 12-B; 131-02-01-\_\_\_\_\_

Split From: 131-02-01-013

**EXHIBIT "B"**

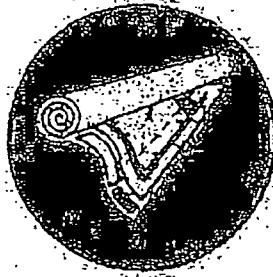
**PERCENTAGE OF OWNERSHIP**

**Schedule 1  
Percentage of Ownership  
After addition of Building 12 A & B**

<b>Unit Type</b>	<b>Statutory Basic Value</b>	<b>Percentage of Ownership</b>
2 Bedroom	\$115	1.04072%
3 Bedroom	\$140	1.26697%

NOTE: All percentages indicated above have been rounded. The actual fractional interest of each owner is the ratio of the value of the owner's unit to the value of all units in the project.

Exhibit "C"



December 5, 2005

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Building 12, Units A & B do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General, in full Regime, as designed and within reasonable construction tolerances, as considered.



3338 KINGS RIVER ROAD, PAWLEYS ISLAND, SC 29585 • PHONE: 843-235-6340 • MOBILE: 843-292-4670 • FAX: 843-235-6341

1387

*MB*

# CERTIFICATE OF OCCUPANCY

## COUNTY OF HORRY

### DEPARTMENT OF CODE ENFORCEMENT

This Certificate is issued pursuant to the requirements of the edition of the applicable Building Code currently in force, certifying that at the time of issuance the inspection and review process has been performed in accordance with the various ordinances of the County regulating building construction or use, and the structure is approved for occupancy at this time. For the following:

Owner of the Building WW & LB DEVELOPMENT CO LLC

Owner Address RIVER GATE BLDG 12A/B

Building Address 4343 RIVER GATE LN / A RIVER GATE, LITTLE RIVER

Units 0002 Use: 103 Use classification TWO- FAMILY BUILDING

Type of Construction FR Occupant Load \_\_\_\_\_ Sprinkler Provided NO Required NO

Applicable Code 2003 IRC Permit # 0000111544 Report # 0476844

*David S. Jacobs*  
Building Official

STEPHEN BUCK *Stephen Buck*  
Inspector *EN*

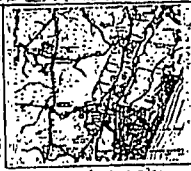
December 05, 2005  
Date

Exhibit "D"

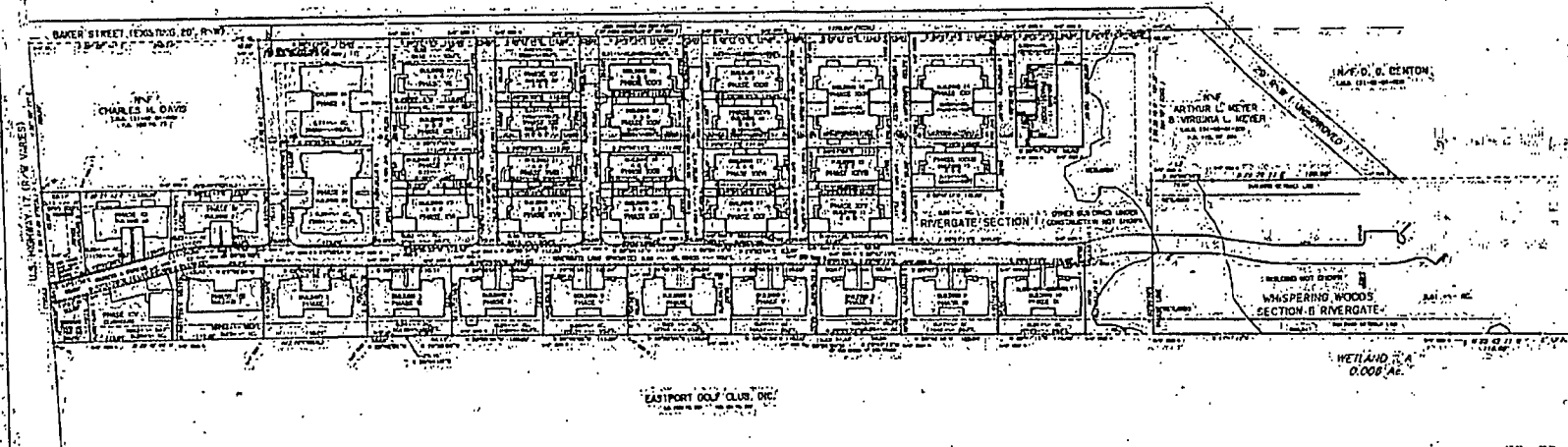
228

1388

10.31.11 Master Deed Documents from Plaintiff 000227



LOCATION MAP NO. 128



CERTIFICATE OF ACCURACY  
I, the undersigned, being a duly licensed Professional Engineer in the State of South Carolina, do hereby certify that this plan, specification and report were prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of South Carolina.

CERTIFICATE OF CORRECTNESS  
I, the undersigned, being a duly licensed Professional Engineer in the State of South Carolina, do hereby certify that this plan, specification and report were prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of South Carolina.

STATE PLAT  
THIS PLAT, TOGETHER WITH THE PLAT COORDINATES LOCATED BEYOND THE BOUNDARY AND REFERRED TO BY THIS PLAT, BEING PART OF A PLAT, IS HEREBY RECORDED IN PLAT BOOK NO. 248, 249 AND 250 IN THE OFFICE OF THE REGISTER OF DEEDS, COUNTY OF HANCOCK, SOUTH CAROLINA.

REPLACEMENT WOODS SECTION # RIVERGATE

NO.	AREA (ACRES)
1	0.000
2	0.000
3	0.000
4	0.000
5	0.000
6	0.000
7	0.000
8	0.000
9	0.000
10	0.000
11	0.000
12	0.000
13	0.000
14	0.000
15	0.000
16	0.000
17	0.000
18	0.000
19	0.000
20	0.000
21	0.000
22	0.000
23	0.000
24	0.000
25	0.000
26	0.000
27	0.000
28	0.000
29	0.000
30	0.000
31	0.000
32	0.000
33	0.000
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36	0.000
37	0.000
38	0.000
39	0.000
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41	0.000
42	0.000
43	0.000
44	0.000
45	0.000
46	0.000
47	0.000
48	0.000
49	0.000
50	0.000
51	0.000
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54	0.000
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86	0.000
87	0.000
88	0.000
89	0.000
90	0.000
91	0.000
92	0.000
93	0.000
94	0.000
95	0.000
96	0.000
97	0.000
98	0.000
99	0.000
100	0.000

RIVERGATE PHASE XXIV, AS-BUILT BUILDING #2  
LITTLE RIVER, SOUTH CAROLINA

ATLANTIC LAND SURVEYING CO.  
NORTH MYRTLE BEACH  
SOUTH CAROLINA 29502  
(843) 399-2600

SECTION #1  
OF RIVERGATE  
PREPARED FOR  
W.W. & L.B. DEVELOPMENT COMPANY, L.L.C.

SCALE: 1" = 100'

MAP NO. 128

AL-1059

229

389

REPLACEMENT WOODS SECTION # RIVERGATE  
248, 249, 250

New TMS Number 13102013022303  
sp from 1310201013

STATE OF SOUTH CAROLINA )  
  )  
  )  
COUNTY OF HORRY            )

THIRTY THIRD AMENDMENT TO MASTER  
DEED OF RIVERGATE HORIZONTAL  
PROPERTY REGIME

Units B and D, Building 13

This **Thirty-Third** Amendment of Master Deed pursuant to South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws, as amended, is made and executed this the 6th day of September, 2011.

WHEREAS, WW&LB Development, LLC on or about March 14, 2001 did record a Master Deed for Rivergate Horizontal Property Regime (hereinafter referred to as the "Master Deed") in the Office of Register of Deeds for Horry County in Deed Book 2351 at Page 1239; and

WHEREAS, WW&LB Development, LLC was named Declarant in the Master Deed and pursuant to Article III thereof reserved the right to incorporate additional parcels of land and buildings into the said horizontal property regime; and

WHEREAS, on or about June 25, 2010, WW&LB Development, LLC filed a voluntary Petition for Chapter 7 Bankruptcy Relief in the United States Bankruptcy Court for the District of South Carolina, Case No. 10-04525-dd and Kevin Campbell was appointed as the Chapter 7 Trustee; and

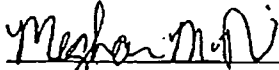
WHEREAS, Kevin Campbell Trustee for WW&LB Development, LLC (hereinafter "Declarant") wishes to incorporate into the herein Horizontal Property Regime that certain parcel of real estate (hereinafter "Property"), which contains Units B and D, Building 13, and which said real estate is more fully described and identified on the attached Exhibit A, which exhibit is made a part hereof by reference; and now, therefore,


DECLARANT hereby publishes, declares, grants and conveys as follows:

1. The Property is herewith submitted to the terms and provisions of the Master Deed; and hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to the terms thereof. The Property together with the buildings thereon shall be referred to as Building 13, Units B and D, Rivergate Horizontal Property Regime.
2. Units B and D, Building 13, each having a heated square footage of 1353. The floor plans of this building which shows graphically the dimensions, area and location of the units therein and elevations thereof, are recorded in Condo Plat Book 253 at Page 20 in the Office of Register of Deeds for Horry County, and are made a part hereof by reference.

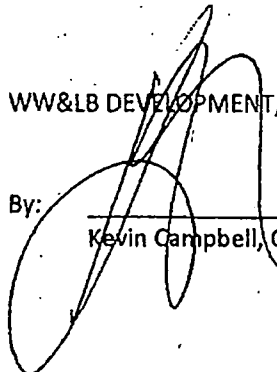
3. Percentage of ownership of the owners of each unit is shown on the attached Exhibit B which is made a part hereof by reference.
4. A plat of the building is recorded in Plat Book 253 at Page 24, which is made a part hereof by reference.
5. A certificate signed by a licensed engineer is attached hereto as Exhibit C which is made a part hereof by reference.
6. Except as specifically amended herein, the Master Deed and any amendments thereto remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this amendment to master deed on the day and date first written above.

  
\_\_\_\_\_  
Witness #1

  
\_\_\_\_\_  
Witness #2

WW&LB DEVELOPMENT, LLC

By:   
\_\_\_\_\_  
Kevin Campbell, Chapter 7 Trustee

STATUTORY SHORT FORM ACKNOWLEDGMENT  
(SC. CODE ANN. 26-3-70, 1976 AS AMENDED)

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF CHARLESTON     )

The foregoing instrument was acknowledged before me on the 6<sup>th</sup> day of  
September, 2011 by Declarant.

Meghan M. Riser (L.S.)

Notary Public South Carolina  
My commission expires: 8/10/2019

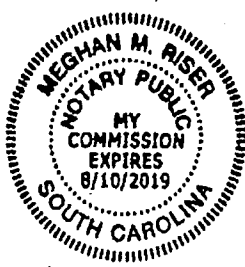


EXHIBIT A

ALL AND SINGULAR, all that certain piece, parcel or tract of land located, lying, being and situate in the County of Horry, State of South Carolina, which is shown and designated as Building #13, Rivergate Development containing 0.18 acres, more or less, on that certain plat prepared by Atlantic Land Surveying Co. which is dated August 19, 2011 and which was prepared for Kevin Campbell, Bankruptcy Trustee, and which plat is recorded in the Office of Register of Deeds for Horry County, South Carolina in Plat Book 253 at Page 24. Said plat is made a part of this description by reference.

Derivation: Said property being a portion of that property conveyed to WW&LB Development, LLC by Deeds recorded in Deed Book 2210 at Page 1239 and in Deed Book 2243 at Page 85.

Parent TMS# 131-02-01-013

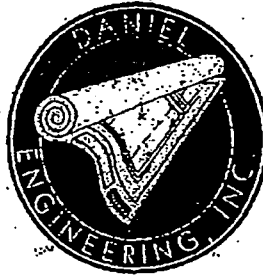
**EXHIBIT B**

**Percentage of ownership**

Unit Type	Statutory Value	Percentage Ownership
2 Bedroom	\$115	1.04072
3 Bedroom	\$140	1.26697

NOTE: All percentages are rounded. The actual fractional interest of each owner is the ratio of the statutory value of the owner's unit to the statutory value of all units in the project.

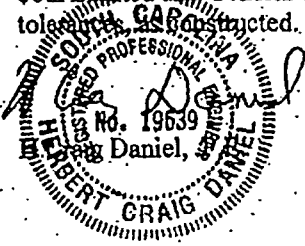
Exhibit C

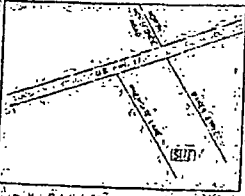


January 6, 2005

To Whom It May Concern:

Pursuant to Code Section 27-31-110, South Carolina Code of Laws, 1976, as amended, I, H. Craig Daniel, hereby certify that, in my professional opinion, and to the best of my knowledge, the attached plans of Rivergate Horry Property Regime Building 13, Units B and D do depict the dimensions, area and locations of the Units and Common Elements, both Limited and General of the Regime, as designed and within reasonable construction tolerances, as constructed.





**LEGEND**

O SURVEY CORNER  
 X BOUNDARY MARK  
 R. R. RAILROAD  
 D. D. DRAINAGE  
 S. S. SURVEY LINE  
 W. W. WATER COURSE  
 T. T. TOWNSHIP  
 C. C. COUNTY

**REFERENCES**

1. DEED FROM JOHN W. BROWN TO  
 JOHN W. BROWN AND WIFE, DATED  
 FEBRUARY 10, 1850, BOOK 1, PAGE 100.  
 2. DEED FROM JOHN W. BROWN TO  
 JOHN W. BROWN AND WIFE, DATED  
 FEBRUARY 10, 1850, BOOK 1, PAGE 100.  
 3. DEED FROM JOHN W. BROWN TO  
 JOHN W. BROWN AND WIFE, DATED  
 FEBRUARY 10, 1850, BOOK 1, PAGE 100.

**NOTES**

1. THIS SURVEY WAS MADE BY THE  
 SURVEYOR GENERAL OF THE STATE OF  
 VIRGINIA, IN ACCORDANCE WITH  
 THE ACTS OF THE LEGISLATURE,  
 PASSED IN 1850, AND 1851.  
 2. THE SURVEY WAS MADE BY THE  
 SURVEYOR GENERAL OF THE STATE OF  
 VIRGINIA, IN ACCORDANCE WITH  
 THE ACTS OF THE LEGISLATURE,  
 PASSED IN 1850, AND 1851.  
 3. THE SURVEY WAS MADE BY THE  
 SURVEYOR GENERAL OF THE STATE OF  
 VIRGINIA, IN ACCORDANCE WITH  
 THE ACTS OF THE LEGISLATURE,  
 PASSED IN 1850, AND 1851.

**DEED FROM JOHN W. BROWN TO JOHN W. BROWN AND WIFE, DATED FEBRUARY 10, 1850, BOOK 1, PAGE 100.**

SECTION	1
TOWNSHIP	1
RANGE	1
COUNTY	1
STATE	1

PART OF  
 SECTION 1, TOWNSHIP 1, RANGE 1, COUNTY 1, STATE 1.  
 WITHIN THE SURVEY OF JOHN W. BROWN AND WIFE, DATED FEBRUARY 10, 1850, BOOK 1, PAGE 100.  
 PREPARED FOR  
 JOHN W. BROWN AND WIFE



**ATLANTIC LAND SURVEYING CO.**  
 11-581



TIAS Number  
1310201214-294

STATE OF SOUTH CAROLINA ) AMENDMENT TO MASTER DEED  
  ) OF RIVERGATE HORIZONTAL  
COUNTY OF HORRY ) PROPERTY REGIME

THIS AMENDMENT TO MASTER DEED OF RIVERGATE HORIZONTAL PROPERTY REGIME is made this ~~20th~~ day of January, 2012 by: Rivergate Homeowners' Association, Inc.

W I T N E S S E T H:

WHEREAS, the Rivergate Homeowners' Association, Inc., a South Carolina non-profit corporation (referred to herein as the "HOA") is the administrative and management body of Rivergate Horizontal Property Regime, located in Horry County, South Carolina; and

WHEREAS, the Master Deed of Rivergate Horizontal Property Regime (referred to herein as "the Master Deed") was adopted on March 14, 2001 and recorded on March 16, 2001 in Deed Book 2351 at Page 1239; and

WHEREAS, the HOA desires to amend the HOA's Master Deed, as is more particularly detailed herein; and

WHEREAS, pursuant to the HOA's Master Deed, said Master Deed may be amended only by the affirmative vote (in person or by proxy) or written consent of sixty-seven (67%) percent of the members of the HOA; and

WHEREAS, on December 8, 2011, the proposed amendment, as more particularly detailed below, of the HOA's Master Deed was duly circulated to all of the HOA's voting Members in order to be voted upon, and said proposed amendment was thereby approved by an affirmative vote of more than sixty-seven (67%) percent of the HOA's Members entitled to vote, as is evidenced in the HOA's official records; and

WHEREAS, pursuant to the aforesaid vote and the HOA's Master Deed, the Members of the HOA now direct the Board of Directors of the HOA to amend the Master Deed as is more particularly detailed below and to record such Amendment in the Office of the Register of Deeds for Horry County, South Carolina.

NOW, THEREFORE, THE HOA HEREBY PUBLISHES AND DECLARES that the Master Deed for the Rivergate Horizontal Property Regime is hereby amended as follows:

- 1. That Section XV of the Master Deed is hereby amended to read as follows:

Each UNIT is hereby restricted to residential use by the Owner or Owners thereof, their immediate families, guests, and invitees; provided further, that an Owner may not rent his or her UNIT for a period of time less than sixty (60) days. Further, provided, however,

that so long as GRANTOR shall retain any interest in any UNIT or have the right to add any additional phase(s) to the CONDOMINIUM, and for a period of five (5) years thereafter, it shall retain the right to utilize a UNIT or UNITS of its choice, from time to time, for sales offices, models, and/or other usages for the purpose of selling and marketing UNITS in the CONDOMINIUM or in other projects in which GRANTOR or its affiliates may have an interest. Further still, GRANTOR may assign this commercial usage right to such other persons or entities as it may choose; provided, however, that five (5) years after the later of all UNITS having been conveyed or the GRANTOR, its successors and assigns, no longer having the right to add any additional PHASE(S) to the CONDOMINIUM, this right of commercial usage shall immediately cease. Further, the GRANTOR shall have the right and easement to install and maintain signage on portions of the COMMON ELEMENTS to be used relative to GRANTOR'S marketing of UNITS within the CONDOMINIUM, as long as GRANTOR owns a UNIT(S) within the CONDOMINIUM or has the right to add an additional PHASE(S) to the CONDOMINIUM.

It is the intent of the CONDOMINIUM to operate as a 55 Years of Age or Older Community and to publish and adhere to policies and procedures that demonstrate its intent to be a 55 Years of Age or Older Community. In order to bring the CONDOMINIUM into compliance under federal statute as a Senior Housing Community, it is required that 80% of the occupied Units must be occupied by at least one person who is fifty-five (55) years of age or older.

No UNIT or any portion thereof may be submitted to a plan of interval ownership or any form of timesharing.

2. That other than as amended above in Paragraph 1, expressly or by implication, all of the other terms and provisions of the Master Deed not so amended by the above are hereby re-adopted, re-ratified, and re-affirmed and shall continue and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first written above.

Rivergate Homeowners' Association, Inc.

Witnesses:

Jammy Burgess  
J. Dennis Hamilton

By: Michael P. Gardner  
Its: President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF Horry          )

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness, who being duly sworn, deposes and says that s/he saw the within-named Michael P. Gardner, as President of Rivergate Homeowners' Association, Inc., a South Carolina non-profit corporation, sign, seal and as his act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness subscribing above witnessed the execution thereof.

Jammy Burgess  
Witness

Sworn to before me this 17<sup>th</sup> day of January, 2012.

J. Dennis Hamilton  
Notary Public for South Carolina  
My Commission Expires: 5/23/2017

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first written above.

Rivergate Homeowners' Association, Inc.

Witnesses:  
Jimmy Burgess  
V. Dennis Hamilton

By: Jean Swallow  
Its: Secretary

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF HORRY            )            PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness, who being duly sworn, deposes and says that s/he saw the within-named Jean Swallow, as Secretary of Rivergate Homeowners' Association, Inc., a South Carolina non-profit corporation, sign, seal and as his/her act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness subscribing above witnessed the execution thereof.

Jimmy Burgess  
Witness

Sworn to before me this 20<sup>th</sup> day of January, 2012.

V. Dennis Hamilton  
Notary Public for South Carolina  
My Commission Expires: 5/23/2017

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE  
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING  
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA  
In The Court of Appeals**

Rivergate Homeowners' Association, Appellant,

v.

WW & LB Development Company, LLC, RWG, Inc.,  
Aiello Associates, Daniels Engineering, Inc., Rivergate  
Homeowners' Association, Rivergate Homeowners'  
Association Board of Directors, Wayne Winderman,  
individually, Salvatrice Foran, individually, Gerald  
Foran, individually, Marcos Soares Construction,  
William C. DeSouza, individually, James Eason  
individually and d/b/a James Eason & Company, D&D  
Cleaning and Construction, Inc., Joel's Framing, Joe  
Freza, Aroldo Garcia, Joaquin Geraldo Zeferino,  
individually and d/b/a Zeferino Framing, Leo Trombley,  
Judy Schultz, J&D Interior Design, Jose Dasmerces d/b/a  
J.P. Construction, Scott Chandler d/b/a Coastal Custom  
Windows & Doors, R&D Construction, Nicasio Ramirez  
Zunigo, Walchir Morais, Marco Trebbi, Blankenship  
Roofing, Inc., DLJ Construction, LLC, Dewayne Bates,  
The Bates Group, LLC, Bridges Construction Co.,  
Brewer Construction, Inc., Speedy Concrete, REB-FEL,  
Inc., Mark Mychajluk, Eric Jazwinski, Southern Framing  
Corporation, AB Consulting Engineers, Inc., WWI  
Development Company, LLC, Michael Dawson  
Construction, Inc., Asphalt Paving & Maintenance Co.,  
Inc., Chuck's Construction Co., Inc., Right Way Group,  
Inc., Stevens Construction Co., Inc., Geometrics, Inc.,  
Eric Yazwinski, Law Engineering, Inc., D & M Builders,  
Inc., Hill Construction Company, Bonnie Stone a/k/a  
Bonny Stone, DJL Construction Company, L.L.P.,  
Adrian Mondragon, individually and d/b/a Mondragon

Construction, Inc., and Glen Causey, Defendants,

Of Whom Speedy Concrete, Inc. and Chuck's  
Construction, Inc. are the Respondents.

Chuck's Construction Co., Inc., Third-Party Plaintiff,

v.

Vereen Concrete Co., Inc. and Asphalt Pavement  
Maintenance of Myrtle Beach, Inc., Third-Party  
Defendants,

Rivergate Homeowners' Association, Appellant,

v.

WW & LB Development Company, LLC, Speedy  
Concrete, AB Consulting Engineers, Inc., and Chuck's  
Construction Co., Inc., Defendants,

Of Whom AB Consulting Engineers, Inc. is the  
Respondent.

Appellate Case No. 2015-000248

---

Appeal From Horry County  
Clifton Newman, Circuit Court Judge

---

Unpublished Opinion No. 2017-UP-296  
Heard June 7, 2017 – Filed July 19, 2017

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**AFFIRMED**

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Vonda Denise Hamilton and Stacy L. Stanley, both of

Stanley Law Firm, LLC, of Little River, and Blake A. Hewitt, of Bluestein Nichols Thompson & Delgado, LLC, of Columbia, for Appellant.

G. Michael Smith, Sr., of Thompson & Henry, PA, of Conway, for Respondent Speedy Concrete, Inc.; Stephanie Holmes Burton, of Gibbes Burton, LLC, of Spartanburg, for Respondent AB Consulting Engineers, Inc.; Christina Agnes Bisset and James Christopher Clark, both of McAngus Goudelock & Courie, LLC, of Myrtle Beach, for Respondent Chuck's Construction, Inc.

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**PER CURIAM:** In this construction case, Rivergate Homeowners' Association (HOA) appeals the trial court's orders granting summary judgment to Speedy Concrete, Inc., Chuck's Construction, Inc., and AB Consulting Engineers, Inc. (collectively Respondents). We affirm pursuant to Rule 220(b), SCACR, and the following authorities:

1. As to the HOA's argument the statute of limitations did not begin to run until on or about June 18, 2010: *Stokes-Craven Holding Corp. v. Robinson*, 416 S.C. 517, 526, 787 S.E.2d 485, 489 (2016) (stating under the discovery rule, the standard as to when the statute of limitations begins to run is objective rather than subjective); *id.* at 526, 787 S.E.2d at 489-90 ("Therefore, the statutory period of limitations begins to run when a person *could or should have known*, through the exercise of reasonable diligence, that a cause of action might exist in his or her favor, rather than when a person obtains actual knowledge of either the potential claim or of the facts giving rise thereto."); *Dorman v. Campbell*, 331 S.C. 179, 184, 500 S.E.2d 786, 789 (Ct. App. 1998) ("The exercise of reasonable diligence means that an injured party must act promptly where the facts and circumstances of an injury would put a person of common knowledge and experience on notice that some right of his has been invaded or that some claim against another party might exist. The statute of limitations begins to run from this point, and not when advice of counsel is sought or a full-blown theory of recovery developed.").

2. As to the HOA's argument the trial court erred in declining to apply the doctrine of equitable tolling: *Hooper v. Ebenezer Sr. Servs. & Rehab. Ctr.*, 386 S.C. 108, 116-17, 687 S.E.2d 29, 33 (2009) ("The equitable power of a court is not bound by cast-iron rules but exists to do fairness and is flexible and adaptable to particular exigencies so that relief will be granted when, in view of all the circumstances, to

deny it would permit one party to suffer a gross wrong *at the hands of the other.*" (emphasis added)); *id.* at 117, 687 S.E.2d at 33 ("Equitable tolling may be applied where it is justified under all the circumstances."); *id.* at 115, 687 S.E.2d at 32 (noting the party claiming the statute of limitations should be tolled bears the burden of establishing sufficient facts to justify its use); *id.* at 117, 687 S.E.2d at 33 (cautioning "equitable tolling is a doctrine that should be used sparingly and only when the interests of justice compel its use"); *Magnolia N. Prop. Owners' Ass'n, Inc. v. Heritage Cmtys., Inc.*, 397 S.C. 348, 372, 725 S.E.2d 112, 125 (Ct. App. 2012) (affirming the trial court's ruling the application of the doctrine of equitable tolling was justified where the home-owner controlled property owners association sued the developers of condominiums who had controlled the property owners association); *id.* (finding unpersuasive the developers' claim that an organization they controlled would have initiated an action against itself during this period and noting after the property owners gained control over the property owners association, they exercised due diligence by filing the action approximately eight months after assuming control); *Fuller-Ahrens P'ship v. S.C. Dep't of Highways & Pub. Transp.*, 311 S.C. 177, 182, 427 S.E.2d 920, 923 (Ct. App. 1993) ("An appellant cannot argue new grounds for reversal by reply brief or oral argument." (quoting 15 S.C. Juris. *Appeal and Error* § 83, at 173 (1992))).

3. As to the HOA's argument Respondents should be estopped from asserting the statute of limitations: *Black v. Lexington Sch. Dist. No. 2*, 327 S.C. 55, 61, 488 S.E.2d 327, 330 (1997) ("[A] defendant may be estopped from claiming the statute of limitations as a defense if the delay that otherwise would give operation to the statute *had been induced by the defendant's conduct.*" (quoting *Wiggins v. Edwards*, 314 S.C. 126, 130, 442 S.E.2d 169, 171 (1994)) (internal quotation marks omitted) (emphasis added)); *id.* ("Although the issue whether a defendant is estopped from claiming the statute of limitations is ordinarily a question of fact, summary judgment is appropriate where there is no evidence of conduct on the defendant's part warranting estoppel.").

4. As to the HOA's argument the trial court erred in granting summary judgment to Respondents because equity and public policy dictate that HOA's claims should not be barred by the statute of limitations: *Mead v. Beaufort Cty. Assessor*, 419 S.C. 125, 139, 796 S.E.2d 165, 172 (Ct. App. 2016) ("[S]hort, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not presented for review." (quoting *Glasscock, Inc. v. U.S. Fid. & Guar. Co.*, 348 S.C. 76, 81, 557 S.E.2d 689, 691 (Ct. App. 2001))).

5. As to the HOA's argument the trial court erred in holding it lacked standing to litigate issues concerning the driveways, which are limited common elements: *Reyhani v. Stone Creek Cove Condo. II Horizontal Prop. Regime*, 329 S.C. 206, 212, 494 S.E.2d 465, 468 (Ct. App. 1997) ("The purpose of all rules of contract construction is to ascertain the intention of the parties and that intention must be gathered from the entire agreement and not from any one particular phrase thereof."); *id.* ("Documents will be interpreted so as to give effect to all of their provisions, if practical.").

6. As to the HOA's remaining issue: *Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (holding an appellate court need not address remaining issues when disposition of a prior issue is dispositive).

**AFFIRMED.**

**LOCKEMY, C.J., and HUFF and THOMAS, JJ., concur.**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM HORRY COUNTY  
Court of Common Pleas

Clifton Newman, Circuit Court Judge

---

Case No. 2010-CP-26-03901  
Appellate Case Nos. 2015-000248, -000249, and -000594

---

Rivergate Homeowners' Association, ..... Appellant,

v.

WW & LB Development Company, LLC, RWG, Inc., Aiello Associates, Daniels Engineering, Inc., Rivergate Homeowners' Association, Rivergate Homeowners' Association Board of Directors, Wayne Winderman, individually, Salvatrice Foran, individually, Gerald Foran, individually, Marcos Soares Construction, William C. DeSouza, individually, James Eason individually and d/b/a James Eason & Company, D&D Cleaning and Construction, Inc., Joel's Framing, Joe Freza, Aroldo Garcia, Joaquin Geraldo Zeferinao, individually and d/b/a Zeferino Framing, Leo Trombley, Judy Schultz, J&D Interior Design, Jose Dasmerces d/b/a J.P. Construction, Scott Chandler d/b/a Coastal Custom Windows & Doors, R&D Construction, Nicasio Ramirez Zunigo, Walchir Morais, Marco Trebbi, Blankenship Roofing, Inc., DLJ Construction, LLC, Dewayne Bates, The Bates Group, LLC, Bridges Construction Co., Brewer Construction, Inc., Speedy Concrete, REB-FEL, Inc., Mark Mychajluk, Eric Jazwinski, Southern Framing Corporation, AB Consulting Engineers, Inc., WWI Development Company, LLC, Michael Dawson Construction, Inc., Asphalt Paving & Maintenance Co., Inc. and Chuck's Construction Co., Inc., Right Way Group, Inc., Stevens Construction Co., Inc., Geometrics, Inc., Eric Yazwinski, Law Engineering, Inc., D & M Builders, Inc., Hill Construction Company, Bonnie Stone a/k/a Bonny Stone, DJL Construction Company, L.L.P., Adrian Mondragon, individually and d/b/a Mondragon Construction, Inc., and Glen Causey, ..... Defendants,

Of Whom

Speedee Concrete, Inc. and Chuck's Construction, Inc. are the . . . . Respondents.

---

Chuck's Construction Co., Inc. . . . . Third-Party Plaintiff,

v.

Vereen Concrete Co., Inc. and Asphalt Pavement Maintenance of Myrtle Beach, Inc., . . . . . Third-Party Defendants.

---

Rivergate Homeowners' Association, . . . . . Appellant,

v.

WW & LB Development Company, LLC, Speedy Concrete, AB Consulting Engineers, Inc., and Chuck's Construction Co., Inc., . . . . . Defendants,

Of Whom

AB Consulting Engineers, Inc. is the . . . . . Respondent.

---

**PETITION FOR REHEARING**

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This petition is filed pursuant to Rules 221 and 240 of the South Carolina Appellate Court Rules. Rule 221 governs petitions for rehearing. Rule 240 governs motions and petitions generally.

The Court issued its decision July 19, 2017. See Op. No. 2017-UP-296. This petition is timely under Rule 221(a) and this Court's August 7th Order extending the rehearing petition deadline to August 14th.

Appellant respectfully resubmits the arguments from its briefs and additionally respectfully submits the Court may have overlooked or misapprehended two points in its decision:

\*

First, the evidence on equitable tolling should preclude summary judgment.

Appellant concedes the opinion's analysis of the statute of limitations is correct. Slip op. at 3, ¶1. The test is objective, and as Appellant conceded at the argument, this test was satisfied more than three years prior to Appellant suing Respondents in April of 2010. The Rivergate homeowners plainly knew about substantial problems with the Rivergate development since at least 2005. The record does not suggest the homeowners had a detailed understanding of all the defects, but even when the record is viewed in the homeowners' favor—as it must be on summary judgment—the record suggests homeowners knew there were major issues with Rivergate's driveways, streets, and drainage.

The record also establishes, in equally plain fashion, that the Rivergate homeowners knew they could not sue for defective construction until they gained control of the Rivergate Homeowners' Association from the developer. This was covered in briefing (Brief of Appellant pp. 18-23) and in argument. The Court addresses tolling in the opinion's second paragraph, but does not explain why the doctrine does not survive summary judgment.

The citations in the opinion's second paragraph may reflect a misunderstanding of Appellant's position. The opinion cites *Hooper v. Ebenezer*, emphasizing that equitable tolling prevents one party from suffering "a gross wrong at the hands of the other." Slip op. at 3-4, ¶2. There is a gross wrong here—Respondents are insulated from having to defend against Appellant's defective construction claims because the developer waited to release control of the HOA until more than three years had passed since the development's defects became apparent. Tolling *does not* require a misrepresentation by Respondents. It is based

instead on “ameloriat[ing] the harsh results that sometimes flow from a strict, literalistic application of administrative time limits.” *Hooper*, 386 S.C. 108, 116, 687 S.E.2d 29, 33 (2009) (quoting a Florida case). And even though misrepresentation is not required, there is evidence of misrepresentation here because allegedly defective work was sold as being fit.

The opinion also cites *Magnolia North Property Owners’ Association v. Heritage Communities*, noting equitable tolling applied against a developer while the developer controlled the HOA. Slip op. at 4. Respectfully, the same analysis applies to the contractors who did work at this developer’s direction. (Brief of Appellant pp.28-29). This is evident from experience. Actions speak louder than words. Nobody got sued by the HOA until after the developer released the HOA to the homeowners in October of 2007.

The opinion’s final citation on tolling is followed by a parenthetical explaining an appellant cannot argue new grounds for reversal in the reply brief or during oral argument. Slip op. at 4. Appellant did not file a reply brief or offer any new grounds for reversal during oral argument, focusing instead on the tolling issue and on the circuit court’s “standing” ruling with respect to Speedee Concrete.

This Court must view the evidence in the light most favorable to Appellant because the case was decided on a summary judgment. It is possible that the circuit court could hear all of the evidence during trial and conclude the case is not appropriate for estoppel, but that is a different inquiry than whether a scintilla of evidence supports Appellant’s position.

Precedent explains equitable tolling is about relieving the harsh results that sometimes flow from a strict and literal application of time limits. *Hooper*, 386 S.C. at 116, 687 S.E.2d at 33. There is at least an arguable basis for the doctrine’s application here.

\*\*

Second, and with respect to driveways, driveways are defined as “limited common elements” but are also included in the definition of “common elements,” and must be treated as common elements “except as specifically provided in this Master Deed.” (R.p.1107-1108). The Master Deed does not require individual homeowners to maintain all limited common elements; the deed has limiting language. (R.p.1116). As Appellant’s brief argued, this scheme of requiring HOA maintenance for many of the limited common elements is consistent with the general principle that although limited common elements are intended for one unit’s exclusive use, everyone owns them and they are everyone’s responsibility. *Gaffny v. Reid*, 628 A.2d 155, 157 (Me. 1993).

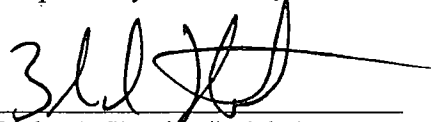
#### CONCLUSION

Appellant respects that the Court has considered its arguments and denied them. Appellant nevertheless believes its tolling and standing arguments should survive summary judgment and Appellant wishes to preserve those issues for further review. The Court should grant rehearing and modify the opinion to reverse.

August 14, 2017

Stacy L. Stanley, #13410  
V. Denise Hamilton, #8854  
STANLEY LAW FIRM  
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Respectfully submitted,



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BLUESTEIN NICHOLS  
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(803) 779-7599

Attorney for Appellant

# The South Carolina Court of Appeals

Rivergate Homeowners' Association, Appellant,

v.

WW & LB Development Company, LLC, RWG, Inc., Aiello Associates, Daniels Engineering, Inc., Rivergate Homeowners' Association, Rivergate Homeowners' Association Board of Directors, Wayne Winderman, individually, Salvatrice Foran, individually, Gerald Foran, individually, Marcos Soares Construction, William C. DeSouza, individually, James Eason individually and d/b/a James Eason & Company, D&D Cleaning and Construction, Inc., Joel's Framing, Joe Freza, Aroldo Garcia, Joaquin Geraldo Zeferino, individually and d/b/a Zeferino Framing, Leo Trombley, Judy Schultz, J&D Interior Design, Jose Dasmerces d/b/a J.P. Construction, Scott Chandler d/b/a Coastal Custom Windows & Doors, R&D Construction, Nicasio Ramirez Zunigo, Walchir Morais, Marco Trebbi, Blankenship Roofing, Inc., DLJ Construction, LLC, Dewayne Bates, The Bates Group, LLC, Bridges Construction Co., Brewer Construction, Inc., Speedy Concrete, REB-FEL, Inc., Mark Mychajluk, Eric Jazwinski, Southern Framing Corporation, AB Consulting Engineers, Inc., WWI Development Company, LLC, Michael Dawson Construction, Inc., Asphalt Paving & Maintenance Co., Inc., Chuck's Construction Co., Inc., Right Way Group, Inc., Stevens Construction Co., Inc., Geometrics, Inc., Eric Yazwinski, Law Engineering, Inc., D & M Builders, Inc., Hill Construction Company, Bonnie Stone a/k/a Bonny Stone, DJL Construction Company, L.L.P., Adrian Mondragon, individually and d/b/a Mondragon Construction, Inc., and Glen Causey, Defendants,

Of Whom Speedy Concrete, Inc. and Chuck's Construction, Inc. are the Respondents.

Chuck's Construction Co., Inc., Third-Party Plaintiff,

v.

Vereen Concrete Co., Inc. and Asphalt Pavement  
Maintenance of Myrtle Beach, Inc., Third-Party  
Defendants,

Rivergate Homeowners' Association, Appellant,

v.

WW & LB Development Company, LLC, Speedy  
Concrete, AB Consulting Engineers, Inc., and Chuck's  
Construction Co., Inc., Defendants.

Of Whom AB Consulting Engineers, Inc. is the  
Respondent.


Appellate Case No. 2015-000248

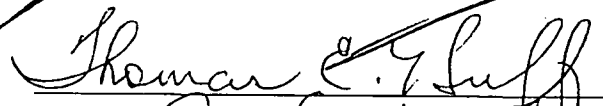
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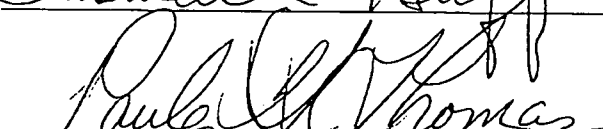
ORDER

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After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.

  
C.J.

  
J.

  
J.

**FILED**

1412

September 22, 2017

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Columbia, South Carolina

cc:

Stacy L. Stanley, Esquire

Vonda Denise Hamilton, Esquire

G. Michael Smith, Sr., Esquire

Stephanie Holmes Burton, Esquire

Christina Agnes Bisset, Esquire

James Christopher Clark, Esquire

Blake A. Hewitt, Esquire

The Honorable Clifton Newman

RECEIVED  
DEC 02 2015  
SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM HORRY COUNTY  
Court of Common Pleas

Clifton Newman, Circuit Court Judge

Case No. 2010-CP-26-03901

Rivergate Homeowners'  
Association,

Appellant,

v.

WW & LB Development  
Company, LLC, RWG, Inc.,  
Aiello Associates, Daniels  
Engineering, Inc., Rivergate  
Homeowners' Association,  
Rivergate Homeowners'  
Association Board of  
Directors, Wayne Winderman,  
individually, Salvatrice Foran,  
individually, Gerald Foran,  
individually, Marcos Soares  
Construction, William C.  
DeSouza, individually, James  
Eason individually and d/b/a  
James Eason & Company,  
D&D Cleaning and  
Construction, Inc., Joel's  
Framing, Joe Freza, Aroldo  
Garcia, Joaquin Geraldo  
Zeferinao, individually and  
d/b/a Zeferino Framing, Leo  
Trombley, Judy Schultz, J&D  
Interior Design, Jose  
Dasmerces d/b/a J.P.  
Construction, Scott Chandler

d/b/a Coastal Custom  
Windows & Doors, R&D  
Construction, Nicasio  
Ramirez Zunigo, Walchir  
Morais, Marco Trebbi,  
Blankenship Roofing,  
Inc., DLJ Construction,  
LLC, Dewayne Bates, The  
Bates Group, LLC, Bridges  
Construction Co., Brewer  
Construction, Inc., Speedy  
Concrete, REB-FEL, Inc.,  
Mark Mychajluk, Eric  
Jazwinski, Southern  
Framing Corporation,  
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Engineers, Inc., WWI  
Development  
Company, LLC, Michael  
Dawson Construction,  
Inc., Asphalt Paving &  
Maintenance Co., Inc.  
and Chuck's Construction  
Co., Inc., Right Way  
Group, Inc., Stevens  
Construction Co., Inc.,  
Geometrics, Inc., Eric  
Yazwinski, Law  
Engineering, Inc., D & M  
Builders, Inc., Hill  
Construction Company,  
Bonnie Stone a/k/a  
Bonny Stone, DJL  
Construction Company,  
L.L.P., Adrian Mondragon,  
individually and d/b/a  
Mondragon Construction,  
Inc., and Glen Causey,

Defendants,

Of Whom Speedee Concrete,  
Inc. and Chuck's Construction,  
Inc. are the

Respondents.

Chuck's Construction Co., Inc.,

Third-Party Plaintiff,

v.

Vereen Concrete Co., Inc. and  
Asphalt Pavement Maintenance  
of Myrtle Beach, Inc.,

Third-Party Defendants,

Rivergate Homeowners' Association,

Appellant,

v.

WW & LB Development  
Company, LLC, Speedy  
Concrete, AB Consulting  
Engineers, Inc., and Chuck's  
Construction Co., Inc.,

Defendants,

Of Whom AB Consulting  
Engineers, Inc. is the

Respondent.

---

BRIEF OF APPELLANT

---

Stacy L. Stanley, Esquire  
V. Denise Hamilton, Esquire  
STANLEY LAW FIRM  
3303 Highway 9 East  
Little River, South Carolina 29566  
(843) 390-9111  
Attorneys for Appellant

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**STATEMENT OF ISSUES ON APPEAL**

1. WHETHER THE TRIAL JUDGE ERRED IN GRANTING SUMMARY JUDGMENT TO THE RESPONDENTS BASED ON THE STATUTE OF LIMITATIONS BECAUSE THE STATUTE OF LIMITATIONS DID NOT BEGIN TO RUN UNTIL ON OR ABOUT JUNE 18, 2010?
2. WHETHER THE TRIAL JUDGE ERRED IN GRANTING SUMMARY JUDGMENT TO THE RESPONDENTS BASED ON THE STATUTE OF LIMITATIONS BECAUSE EQUITABLE TOLLING APPLIES EVEN IF THE COURT DETERMINES THAT THE APPELLANT COULD REASONABLY HAVE CONCLUDED THAT A CLAIM EXISTED AGAINST THE RESPONDENTS PRIOR TO JUNE 18, 2010?
3. WHETHER THE TRIAL JUDGE ERRED IN GRANTING SUMMARY JUDGMENT TO THE RESPONDENTS BECAUSE THE RESPONDENTS SHOULD BE ESTOPPED FROM ASSERTING THE STATUTE OF LIMITATIONS WHERE THE DEVELOPER INDUCED THE HOMEOWNERS TO BELIEVE THAT THERE WOULD BE FUTURE INSPECTIONS AND REPAIRS?
4. WHETHER THE TRIAL JUDGE ERRED IN GRANTING SUMMARY JUDGMENT TO THE RESPONDENTS BECAUSE EQUITY AND PUBLIC POLICY DICTATE THAT THE APPELLANTS CLAIMS SHOULD NOT BE BARRED BY THE STATUTE OF LIMITATIONS?
5. WHETHER THE TRIAL JUDGE ERRED IN GRANTING SUMMARY JUDGMENT TO THE RESPONDENTS BASED ON APPELLANT'S LACK OF STANDING BECAUSE THE MASTER DEED AND BY-LAWS PROVIDE THAT THE APPELLANT, NOT THE INDIVIDUAL HOMEOWNER, IS RESPONSIBLE FOR THE MAINTENANCE, REPLACEMENT AND REPAIR OF THE LIMITED COMMON ELEMENTS?
6. WHETHER THE TRIAL JUDGE ERRED IN GRANTING SUMMARY JUDGMENT TO THE RESPONDENTS BECAUSE THERE IS EVIDENCE THAT RESPONDENTS' SCOPE OF WORK FAILED TO CONFORM TO INDUSTRY STANDARDS WHERE APPELLANT'S EXPERT IDENTIFIED CONSTRUCTION AND DESIGN DEFECTS RELATED TO ALL RESPONDENTS?

## STATEMENT OF THE CASE

On June 13, 2008, the Rivergate Homeowners Association (Appellant/Rivergate HOA) filed a Complaint against numerous defendants alleging negligence, breach of warranties, unfair trade practices, civil conspiracy, and breach of fiduciary duty. (R. pp. 146-166). At the time of the filing of this Complaint, the named defendants were defendants that allegedly constructed the buildings (also referred to as the vertical construction) and not the civil site work (also referred to as the horizontal construction), with the exception of the developer/general contractor, WW & LB Development Co., LLC. Thereafter, on April 21, 2009, Appellant filed an Amended Complaint that further described the scope of work of the named defendants. (R. pp. 169-187). On August 18, 2009, this case was stricken by agreement of the parties pursuant to Rule 40(j) of the South Carolina Rules of Civil Procedure.

By Order dated April 16, 2010, the case was restored to the docket and Appellant was permitted to file a Second Amended Complaint. On April 28, 2010, Appellant filed its Second Amended Complaint. (R. pp. 188-209). This Second Amended Complaint added some defendants that were involved in the vertical construction and the Respondents Speedy Concrete (Speedy), AB Consulting Engineers, Inc. (AB Consulting), and Chuck's Construction Co., Inc. (Chuck's)(collectively, Respondents). The Respondents were involved in the civil site construction only.

In response to the Appellant's Second Amended Complaint, the Respondents filed Answers asserting the statute of limitations and other affirmative defenses. Almost three years after filing their Answers, the Respondents filed Motions for Summary Judgment on

different dates, but generally claimed that Appellant's Second Amended Complaint was commenced more than three years after Appellants knew, or should have known, of the alleged facts and circumstances giving rise to the Second Amended Complaint. (R. pp. 49-51 (Chuck's); pp. 52-55 (AB); pp. 57-59 (Speedy)).

A summary judgment hearing was held on January 17, 2014. (R. pp. 238-361). The trial judge issued separate Orders on different dates granting summary judgment to the Respondents. (R. pp. 9-14 (Chuck's); pp. 15-22 (Speedy); pp. 23-33 (AB)). Appellant filed separate motions for reconsideration. A hearing was held on September 8, 2014. (R. pp. 363-431). The judge denied Appellant's motions for reconsideration. (R. pp. 34-38 (AB); pp. 39-41 (Speedy); pp. 42-44 (Chuck's)). Appellant served the Notice of Appeal on February 4, 2015.

## FACTS

In the late 1990's, Wayne Winderman (Winderman) and Luther Bellamy (Bellamy) formed WW & LB Development Company, LLC (WW & LB) to develop the Rivergate project that is located off of Highway 17 in Little River, South Carolina. (R. p. 784, line 9 - p. 785, line 25). The Rivergate project is a multi-family residential development, which includes thirty-seven duplex and quadplex buildings, a community clubhouse, paved streets, and driveways. (R. p. 1065) (hereinafter, Kimley-Horn report). The controlling documents for the Rivergate project are the Master Deed and Bylaws for the Rivergate Homeowners Association, Inc. (R. pp. 1103-1159).

On approximately May 14, 1999, Winderman contracted with the civil engineer AB Consulting to provide professional services associated with the development of an eight-acre parcel to include approximately 120 multi-family units with associated asphalt parking areas. (R. pp. 1074-1076) (hereinafter, AB Contract). The AB Contract included considerations for zoning, utilities, wetlands, surveying, landscaping, and engineering. (Id.). The engineering services were described to include site planning, infrastructure design and permitting, geotechnical investigation, preparation and administration of contract documents, and services during construction. (Id.).

WW & LB hired Chuck's to perform work at the Rivergate project as detailed in a Contract dated February 24, 2000. (R. pp. 1077-1084) (hereinafter, Chuck's Contract). Pursuant to Chuck's Contract, Chuck's scope of work included, but was not limited to, demolition, road improvements, installation of storm water drainage and sanitary sewer, and driveway improvements. (Id.).

WW & LB hired Speedy to construct the building pads, sidewalks, and driveways from 2004 to 2007. (R. pp. 16-17).

The Rivergate HOA was developer-controlled from the formation of WW & LB in 1999 to late 2007. On or about October 31, 2007, WW & LB transferred control of the Rivergate HOA and its Board of Directors to the homeowners after WW & LB had developed most of the Rivergate project. (R. pp. 1085-1086).

## STANDARD OF REVIEW

An appellate court reviews the grant of summary judgment under the same standard applied by the trial court. David v. McLeod Reg'l Med. Ctr., 367 S.C. 242, 626 S.E.2d 1 (2006). “Summary judgment is appropriate when the pleadings, depositions, affidavits and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law.” Turner v. Milliman, 392 S.C. 116, 122, 708 S.E.2d 766, 769 (2011). Thus, summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Pye v. Estate of Fox, 369 S.C. 555, 633 S.E.2d 505 (2006); Hooper v. Ebenezer Senior Servs. & Rehab. Ctr., 377 S.C. 217, 659 S.E.2d 213 (Ct. App. 2008); see Rule 56(c), SCRPC (“The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.”).

“The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact.” Miller v. Blumenthal Mills, Inc., 365 S.C. 204, 220, 616 S.E.2d 722, 730 (Ct. App. 2005). In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the non-moving party. Hancock v. Mid-South Mgmt., Co., 381 S.C. 326, 329-30, 673 S.E.2d 801, 802 (2009); Rife v. Hitachi Constr. Mach. Co., Ltd., 363 S.C. 209, 609 S.E.2d 565 (Ct. App. 2005). All ambiguities, conclusions, and inferences arising from the

evidence must be construed most strongly against the movant. Schmidt v. Courtney, 357 S.C. 310, 592 S.E.2d 326 (Ct. App. 2003).

Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Lanham v. Blue Cross & Blue Shield, 349 S.C. 356, 563 S.E.2d 331 (2002); Simmons v. Berkeley Elec. Co-op. Inc., 404 S.C. 172, 744 S.E.2d 580 (Ct. App. 2013). Even when there is no dispute as to evidentiary facts, summary judgment is not appropriate if there is disagreement concerning the conclusion to be drawn from those facts. Moriarty v. Garden Sanctuary Church of God, 341 S.C. 320, 534 S.E.2d 672 (2000). “A court considering summary judgment neither makes factual determinations nor considers the merits of competing testimony; however, summary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner.” David v. McLeod Reg’l Med. Ctr., 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006).

An adverse party may not rely on the mere allegations in his pleadings to withstand a summary judgment motion, but must set forth specific facts showing there is a genuine issue for trial. Strickland v. Madden, 323 S.C. 63, 68, 448 S.E.2d 581, 584 (Ct. App. 1994). Nonetheless, “in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in cases in order to withstand a motion for summary judgment.” Hancock v. Mid-South Mgmt., Co., 381 S.C. 326, 329-30, 673 S.E.2d 801, 802 (2009).

At the summary judgment stage of litigation, the court does not weigh conflicting evidence with respect to a disputed material fact. Cunningham v. Anderson County, 402

S.C. 434, 741 S.E.2d 545 (Ct. App. 2013). The purpose of summary judgment is to expedite the disposition of cases which do not require the services of a fact finder. Dawkins v. Fields, 354 S.C. 58, 580 S.E.2d 433 (2003); Penza v. Pendleton Station, LLC, 404 S.C. 198, 203, 743 S.E.2d 850, 852 (Ct. App. 2013).

Because it is a drastic remedy, summary judgment should be cautiously invoked to ensure that a litigant is not improperly deprived of a trial on disputed factual issues. Helena Chem. Co. v. Allianz Underwriters Ins. Co., 357 S.C. 631, 594 S.E.2d 455 (2004); Hooper v. Ebenezer Senior Servs. & Rehab. Ctr., 377 S.C. 217, 226, 659 S.E.2d 213, 217 (Ct. App. 2008).

## ARGUMENTS

- I. THE TRIAL JUDGE ERRED IN GRANTING SUMMARY JUDGMENT TO THE RESPONDENTS BASED ON THE STATUTE OF LIMITATIONS BECAUSE THE STATUTE OF LIMITATIONS DID NOT BEGIN TO RUN UNTIL ON OR ABOUT JUNE 18, 2010.

The evidence, viewed in a light most favorable to the Appellant, shows a genuine issue of material fact exists as to whether a reasonable person would have known the existence of their claims against the Respondents until on or about June 18, 2010.

A cause of action for damage to real property must be brought within three years of when the damage occurred. S.C. Code Ann. § 15-3-530(3) (2005). An exception lies in the discovery rule, which tolls the starting of the statute of limitations until a person discovers or should have known through reasonable diligence that a potential claim might exist. S.C. Code. Ann. § 15-3-535 (2005); Watters v. Terminix Serv., Inc., 376 S.C. 632, 658 S.E.2d 110 (Ct. App. 2008).

The exercise of reasonable diligence means simply that an injured party must act with some promptness where the facts and circumstances of an injury would put a person of common knowledge and experience on notice that some right of his has been invaded or that some claim against another party might exist. Grillo v. Speedrite Products, Inc., 340 S.C. 498, 532 S.E.2d 1 Ct. App. 2000). The burden of establishing the bar of the statute of limitations rests upon the one interposing it, and when the evidence is conflicting upon the question, it becomes an issue for the jury to decide. Brown v. Finger, 240 S.C. 102, 113, 124 S.E.2d 781, 786 (1962).

In Bayle v. South Carolina Department of Transportation, the Court of Appeals articulated:

The date on which discovery of the cause of action should have been made is an objective, rather than subjective, question. In other words, whether the particular plaintiff actually knew he had a claim is not the test. Rather, courts must decide whether the circumstances of the case would put a person of common knowledge and experience on notice that some right of his has been invaded, or that some claim against another party might exist.

344 S.C. 115, 123, 542 S.E.2d 736, 740 (Ct. App. 2001) (internal citations omitted).

However, when conflicting evidence exists on the issue of when a claimant knew or should have known that a cause of action existed, the issue becomes one for a jury to decide. See Moriarty v. Garden Sanctuary Church of God, 341 S.C. 320, 534 S.E.2d 672 (2000) (noting determination of date statute of limitations began to run in particular case is question of fact for jury when parties present conflicting evidence); Maher v. Tietex Corp., 331 S.C. 371, 500 S.E.2d 204 (Ct. App. 1998) (stating jury must resolve conflicting evidence as to whether claimant knew or should have known he had cause of action). The limitations period is triggered by knowledge of facts, diligently acquired, sufficient to put an injured person on notice that a cause of action may exist against another. True v. Monteith, 327 S.C. 116, 489 S.E.2d 615 (1997).

In this case, the person most knowledgeable about civil construction defects at the Rivergate project testified that the homeowner-controlled Rivergate HOA, as opposed to the developer-controlled Rivergate HOA, could not have known about the existence of its claims against the Respondents until on or about June 18, 2010. J. Drew Wilkie of Kimley-Horn

and Associates, Inc. (Wilkie), the Appellant's forensic civil engineer, concluded the following in an affidavit that was presented to the trial court at the summary judgment hearing: "While the HOA may have been aware of undesirable symptoms at the HOA such as standing water, erosion, etc., it is my opinion that the HOA would not have been aware that these symptoms were associated with or caused by civil construction and design defects until the report that I issued on June 18, 2010." (R. p. 1063). Prior to the filing of the Second Amended Complaint, Wilkie obviously advised Appellant's counsel of a potential action against the Respondents although a final written report that detailed the civil construction and design defects was not issued until on or about June 18, 2010.

Based on the above, the evidence viewed in a light most favorable to the Appellant shows a material issue of fact exists as to whether the homeowner-controlled HOA would have known of the existence of its claims against the Respondents until on or about June 18, 2010. As such, the Appellant should not be deprived of a trial on the disputed factual issues involved in this case by such a drastic remedy as summary judgment. Therefore, the court erred in granting summary judgment in favor of the Respondents.

II. EVEN IF THE COURT DETERMINES THAT THE APPELLANT COULD REASONABLY HAVE CONCLUDED THAT A CLAIM EXISTED AGAINST THE RESPONDENTS PRIOR TO JUNE 18, 2010, THE TRIAL JUDGE ERRED IN GRANTING SUMMARY JUDGMENT TO THE RESPONDENTS BASED ON THE STATUTE OF LIMITATIONS BECAUSE EQUITABLE TOLLING APPLIES.

Even if the Court determines that the Appellant could reasonably conclude that a claim against the Respondents might exist earlier than June 18, 2010, equitable tolling applies.

Equitable tolling is a doctrine that is applied on rare occasions in South Carolina to stop the running of statutes of limitations. Pelzer v. State, 378 S.C. 516, 662 S.E.2d 618 (Ct. App. 2008). Equitable tolling is reserved for extraordinary circumstances. Id.; see also Irwin v. Dep't of Veterans Affairs, 498 U.S. 89, 96 (1990) (stating that while equitable tolling was allowed where claimant actively pursued remedies but filed defective pleading, or was induced by adversary into allowing deadline to pass, “[w]e have generally been much less forgiving in receiving late filings where the claimant failed to exercise due diligence in preserving his legal rights.”). “The time requirements in lawsuits between private litigants are customarily subject to equitable tolling if such tolling is necessary to prevent unfairness to a diligent plaintiff.” Pelzer, 378 S.C. at 521, 662 S.E.2d at 620 (internal quotation marks omitted). Equitable tolling, “which allows a plaintiff to initiate an action beyond the statute of limitations deadline, is typically available only if the claimant was prevented in some extraordinary way from exercising his or her rights, or, in other words, if the relevant facts present sufficiently rare and exceptional circumstances that would warrant application of the doctrine.” Id. (internal quotation marks omitted). Equitable tolling has been deemed available where:

- (1) extraordinary circumstances prevented the plaintiff from filing despite his or her diligence;
- (2) the plaintiff actively pursued his or her judicial remedies by filing a defective pleading during the statutory period or the claimant has

been induced or tricked by the defendant's misconduct into allowing the filing deadline to pass; and

- (3) the plaintiff, despite all due diligence, is unable to obtain vital information bearing on the existence of his or her claim.

Id. at 521, 662 S.E.2d at 620-21 (internal quotation marks omitted).

In Magnolia North Property Owners' Ass'n v. Heritage Communities, Inc., 397 S.C. 348, 725 S.E.2d 112 (Ct. App. 2012), the Court of Appeals stated:

Equitable tolling is judicially created; it stems from the judiciary's inherent power to formulate rules of procedure where justice demands it. Where a statute sets a limitation period for action, courts have invoked the equitable tolling doctrine to suspend or extend the statutory period to ensure fundamental practicality and fairness.

The party claiming the statute of limitations should be tolled bears the burden of establishing sufficient facts to justify its use.

It has been observed that equitable tolling typically applies in cases where a litigant was prevented from filing suit because of an extraordinary event beyond his or her control.

.....

The equitable power of a court is not bound by cast-iron rules but exists to do fairness and is flexible and adaptable to particular exigencies so that relief will be granted when, in view of all the circumstances, to deny it

would permit one party to suffer a gross wrong at the hands of the other.

Equitable tolling may be applied where it is justified under all the circumstances.

Id. at 371-72, 725 S.E.2d at 125 (quoting Hooper v. Ebenezer Senior Servs. & Rehab. Ctr., 386 S.C. 108, 115-17, 687 S.E.2d 29, 32-33 (2009)) (internal citations and quotation marks omitted).

In this case, the evidence reveals that the Appellant's causes of action could not have started to run until on or after October 31, 2007 because the homeowners did not have control of the Rivergate Homeowners Association until on or after October 31, 2007. In a letter on Rivergate HOA letterhead dated September 12, 2007, Winderman, the managing member of the developer/general contractor WW & LB, stated that "[t]he time is long overdue to turn the HOA over to an elected Board of Directors . . . The resignation is effective October 31, 2007." (R. p. 1085-1086) (emphasis added). Additionally, Mr. Winderman sent a letter to the management company Atalaya Management, Santee Cooper, and Little River Water & Sewer stating that WW & LB "will be vacating this facility and this will be turned over to the [homeowner-controlled HOA]." (R. p. 1088 (Atalaya); p. 1089 (Santee Cooper); p. 1090 (Little River Water & Sewer)).

As shown by the above-referenced correspondence from Winderman, the HOA and its Board of Directors were controlled by the developer/general contractor WW & LB prior to October 31, 2007. The Board of Directors was the decision-making body that would have decided whether to file a construction defect suit or not. Obviously, the developer-controlled

HOA and its Board of Directors would not have sued itself and it was unlikely that the developer-controlled HOA would have sued the Respondents in this matter.

Additionally, despite all due diligence, the homeowners were powerless to do anything including, but not limited to, bringing suit against any potential defendants until the date of transfer from WW & LB to the homeowners on October 31, 2007. In fact, the homeowners were very aware that they did not have the authority to bring suit because the Rivergate HOA was developer-controlled. In homeowner meeting minutes dated November 4, 2006, a member of the ad hoc committee, Sylvia Lindsay, stated that “these are the issues we are addressing for the whole group, not personal punch list, and nothing can be done until we have an attorney, which we can’t get until we are a HOA.” (R. p. 1096). As such, the homeowners were acknowledging their lack of authority to bring suit on behalf of the HOA until the developer transferred the Rivergate HOA to the homeowners.

The homeowners’ lack of authority to bring suit or do anything else on behalf of the HOA was confirmed by Winderman in a letter dated July 6, 2005. In that letter which was on Rivergate HOA letterhead, Winderman stated, “Please note that your committee will not be recognized for any other purpose [than] to address legitimate concerns of the HOA.” (R. p. 1091). In other words, until the turnover to the homeowners on or about October 31, 2007, the HOA was controlled by the developer and only the developer would determine what did and did not happen at the HOA.

Although the Respondents imply that the homeowners should have known of construction defects and brought suit based on the testimony of Jim Dunn, neither Dunn nor any of the other homeowners had authority to investigate potential construction and design

defects or bring suit against the Respondents until the HOA was turned over to the homeowners. Instead, as discussed above, Dunn could only attempt to work with the developer-controlled HOA to address problems and propose improvements. Dunn, like other homeowners, was dependent on the developer/general contractor WW & LB and the developer-controlled HOA to investigate defects, bring suit against any liable parties, and make necessary repairs to the project.

Based on the above, the statute of limitations was tolled until on or after October 31, 2007 because the developer/general contractor WW & LB did not transfer control to the homeowners until on or after October 31, 2007. Stated another way, the homeowner-controlled HOA could not have filed suit prior to the date of transfer on or about October 31, 2007. Thus, by filing its cause of action on April 28, 2010, the Appellant commenced this action well within the three-year statute of limitations period. Therefore, the court erred in granting summary judgment in favor of the Respondents.

III. THE TRIAL JUDGE ERRED IN GRANTING SUMMARY JUDGMENT TO THE RESPONDENTS BECAUSE THE RESPONDENTS SHOULD BE ESTOPPED FROM ASSERTING THE STATUTE OF LIMITATIONS WHERE THE DEVELOPER INDUCED THE HOMEOWNERS TO BELIEVE THAT THERE WOULD BE FUTURE INSPECTIONS AND REPAIRS.

The Respondents should be estopped from asserting the statute of limitations because the developer/general contractor WW & LB and the developer-controlled HOA induced the homeowners to believe that the developer and its sub-contractors would institute future inspections and repairs to address construction issues.

In South Carolina, “[a] defendant will be estopped to assert the statute of limitations in bar of a plaintiff’s claim when the delay that otherwise would give operation to the statute

has been induced by the defendant's conduct." Magnolia North Property Owners' Ass'n v. Heritage Communities, Inc., 397 S.C. 348, 372, 725 S.E.2d 112, 125 (Ct. App. 2012) (internal citations and quotation marks omitted). "The conduct may involve either inducing the plaintiff to believe that an amicable adjustment of the claim will be made without suit or inducing the plaintiff in some other way to forbear exercising his right to sue." Id. at 373, 725 S.E.2d at 125.

On or about July 6, 2005, the developer Winderman stated in a letter on Rivergate HOA letterhead that the HOA "made inspections of drainage issues and will address the same as quickly as possible." (R. p. 1091). Obviously, no end date for repairs was given. Moreover, the developer-controlled HOA stated that "[c]oncerning issues of maintenance they will be fairly addressed." (R. p. 1091).

Additionally, the developer-controlled HOA even stated that an engineer would inspect the site for road repairs "[u]pon conclusion of construction." (R. p. 1093) As of today, WW & LB owns at least one lot at the Rivergate development with tax map number 131-02-01-013. (R. pp. 1099-1100). Whether construction was considered complete at the date of transfer from the developer to the homeowners on or about October 31, 2007 or construction is on-going because there is at least one undeveloped Rivergate lot that is still owned by WW & LB is a question of fact for a jury. Regardless, the Appellant could have believed that repairs involving the construction defects were possible by the developer-controlled HOA up to, or even after, October 31, 2007.

Based on the above, the Respondents should be estopped from asserting the statute of limitations because the developer induced the homeowners to believe that there would be future inspections and repairs.

**IV. THE TRIAL JUDGE ERRED IN GRANTING SUMMARY JUDGMENT TO THE RESPONDENTS BECAUSE EQUITY AND PUBLIC POLICY DICTATE THAT THE APPELLANT'S CLAIMS SHOULD NOT BE BARRED BY THE STATUTE OF LIMITATIONS.**

In addition to the above, equity and public policy dictate that the Appellant's claims should not be barred by the statute of limitations. The Appellant did not sit on its rights, but acted with due diligence in determining whether a claim existed against the Respondents.

In this case, within three years from the transfer of the HOA to the homeowners from the developer/general contractor, the Appellant hired a forensic engineer, investigated the civil construction and design issues, and brought suit against the Respondents. The HOA was transferred to the homeowners after October 31, 2007 and the final report from the HOA's forensic engineer is dated June 18, 2010, a timeframe well within the three year statute of limitations.

Additionally, Appellant's actions were in-line with the law of South Carolina. In a construction defect lawsuit against a civil engineer such as AB Consulting, South Carolina requires the issuance of an affidavit by a professional prior to bringing a construction defect suit or the Plaintiff may be subject to allegations that the Plaintiff filed a frivolous or meritless lawsuit. See S.C. Code Ann. § 15-36-100 (2005). In properly hiring a civil engineer and investigating any potential construction defects and not filing a frivolous action, the Appellants are being punished with this summary judgment ruling for following the law.

Based on the above, the Appellant took due care to find an expert to investigate and determine the existence of and extent of any construction defects and file suit within three years of taking control of the HOA. Therefore, equity and public policy dictate that the Appellant's claims against the Respondents should not be barred by the statute of limitations.

V. THE TRIAL JUDGE ERRED IN GRANTING SUMMARY JUDGMENT TO THE RESPONDENTS BASED ON APPELLANT'S LACK OF STANDING BECAUSE THE MASTER DEED AND BY-LAWS PROVIDE THAT THE APPELLANT, NOT THE INDIVIDUAL HOMEOWNER, IS RESPONSIBLE FOR THE MAINTENANCE, REPLACEMENT, AND REPAIR OF THE LIMITED COMMON ELEMENTS.

The Appellant has standing to bring a lawsuit against the Respondents related to limited common elements such as the driveways because limited common elements are defined as common elements by the Master Deed and the Appellant is responsible for maintaining, repairing, and replacing the common elements according to the Master Deed and By-Laws.

At the summary judgment hearing, the Respondents argued the grade-level concrete driveways are limited common elements. Appellant agrees with this definition. However, Respondents overlook the fact that the Master Deed treats limited common elements as common elements. Article IV of the Master Deed states, "In all other respects, and except as specifically provided in this Master Deed, **LIMITED COMMON ELEMENTS shall be treated as, and included within the definition of the term 'Common Elements.'**" (R. p. 1108).

In addition to a limited common element being treated as and included within the definition of a common element in the Rivergate Master Deed, courts have ruled that,

although limited common elements are for the exclusive use and benefit of a specific unit, a limited common element is commonly owned and not a part of a unit. See Douglas Scott MacGregor, Condominium Law in South Carolina § 1.02 (S.C. Bar 2000). In the case of Blackwell v. Hanover Ins. Co., 551 So. 2d 47 (La. Ct. App. 1989), the Court of Appeal of Louisiana ruled that limited common elements are part of common elements and any liability arising from them should be insured risk under a statute requiring coverage of claims arising out of common elements. In another case that stands for the proposition that a limited common element is commonly owned by the Association members, the Supreme Judicial Court of Maine, in Gaffny v. Reid, 628 A.2d 155 (Me. 1993), held that building on limited common elements violated the rights of other unit owners.

As to who maintains, repairs, and replaces the common elements such as the grade-level driveways, the Master Deed definitively states that this is the responsibility of the Association and not an individual owner. Article XXIII of the Master Deed provides: “**The ASSOCIATION, at its expense, SHALL be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS.**” (R. p. 1118) (Emphasis added).

Additionally, Article III(C), Section 18(c) of the By-Laws states:

The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association’s affairs . . . [The] Board of Directors shall have the power to and shall be responsible for the following . . . (c) **providing for the operation, care, upkeep, and maintenance of all of the Common Areas.**

(R. p. 1152) (Emphasis added).

Based on the above, limited common elements are treated as and included within the definition of common elements and the Appellant is responsible for the maintenance, repair, and replacement of the common elements. Therefore, the Appellant has standing to bring this suit and the trial judge erred in granting summary judgment to the Respondents.

VI. THE TRIAL JUDGE ERRED IN GRANTING SUMMARY JUDGMENT TO THE RESPONDENTS BECAUSE THERE IS EVIDENCE THAT RESPONDENTS' SCOPE OF WORK FAILED TO CONFORM TO INDUSTRY STANDARDS WHERE APPELLANT'S EXPERT IDENTIFIED CONSTRUCTION AND DESIGN DEFECTS RELATED TO ALL THE RESPONDENTS.

Appellant provided evidence that the Respondents' scope of work failed to conform to industry standards at the Rivergate project because Appellant's expert identified construction and design defects related to all the Respondents.

According to the Appellant's forensic civil engineer J. Drew Wilkie, the Respondents were responsible for construction and design defects at the Rivergate project. In his affidavit, Wilkie references his report and states that "it is my opinion that the Defendants were aware or should have been aware of the civil construction and design deficiencies at the time of construction and thereafter . . ." (R. p. 1063; R. pp. 1065-1072). This statement provides that all the Respondents were responsible for one or more of the defects at the Rivergate project. Moreover, at his depositions taken on January 19, 2012 and August 16, 2013, Wilkie testified to the failure of the Respondents to conform to industry standards. (R. pp. 838-894; R. pp. 928-935; R. pp. 936-1014).

Additionally, at least one of the Respondents, Speedy, even admitted that its work was defective. As stated in the Order Granting Summary Judgment in favor of Speedy Concrete, "Speedee Concrete advised the developer/general contractor of the project, WW &

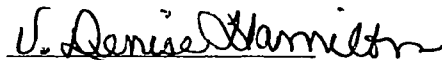
LB Development, Inc., through its representative Wayne Winderman, that the driveways were too steep.” (R. p. 18). However, Speedy cannot have it both ways. It cannot state that it knew of its defective work and also state that there is no evidence of defective work.

Because there are genuine issues of material fact that the Respondents’ scope of work at the Rivergate project failed to conform to industry standards, the trial judge erred in granting summary judgment to the Respondents.

### CONCLUSION

Under the summary judgment standard, the Court of Appeals should give the Appellant “every benefit of the doubt.” Watters v. Terminix Serv., Inc., 376 S.C. 632, 635, 658 S.E.2d 110, 111 (Ct. App. 2008). Accordingly, for the reasons argued above, this Court should reverse the order of the circuit court granting summary judgment to the Respondents.

Respectfully submitted,



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THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

RECEIVED

APPEAL FROM HORRY COUNTY  
COURT OF COMMON PLEAS

DEC 02 2015

Clifton Newman, Circuit Court Judge ~~SC~~ Court of Appeals

Trial Court Case No. 2010CP26-3901

Appellant Case No.: 2015-000248

Rivergate Homeowners' Association,

Appellant

v.

WW&LB Development Company, LLC,  
RWG, Inc., Aiello Associates,  
Daniels Engineering, Inc.,  
Rivergate Homeowners' Association,  
Rivergate Homeowners' Association  
Board of Directors,  
Wayne Winderman, individually,  
Salvatrice Foran, individually,  
Gerald Foran, individually,  
Marcos Soares Construction,  
William C. DeSouza, individually,  
James Eason individually and d/b/a  
James Eason & Company,  
D&D Cleaning and Construction, Inc.,  
Joel's Framing, Joe Freza,  
Aroldo Garcia, Joaquin  
Geraldo Zeferino, individually  
and d/b/a Zeferino Framing,  
Leo Trombley, Judy Schultz,  
J&D Interior Design, Jose Dasmerces  
d/b/a J.P. Construction,  
Scott Chandler d/b/a Coastal  
Custom Windows & Doors,  
R&D Construction, Nicasio  
Ramirez Zunigo, Walchir Morais,  
Marco Trebbi, Blankenship  
Roofing, Inc., DLJ Construction, LLC,  
Dewayne Bates, The Bates Group, LLC,

Bridges Construction Co., Brewer  
Construction, Inc., Speedy Concrete,  
REB-FEL, Inc., Mark Mychajluk, Eric  
Jazwinski, Southern Framing Corporation,  
AB Consulting Engineers, Inc., WWI  
Development Company, LLC,  
Michael Dawson Construction, Inc.,  
Asphalt Paving & Maintenance Co.,  
Inc. and Chuck's Construction Co.,  
Inc., Right Way Group, Inc., Stevens  
Construction Co., Inc., Geometrics,  
Inc., Eric Yazwinski, Law  
Engineering, Inc., D & M Builders,  
Inc., Hill Construction Company,  
L.L.P., Adrian Mondragon, individually  
and d/b/a Mondragon Construction, Inc.,  
and Glen Causey,

Defendants,

Of Whom Speedee Concrete, Inc. and Chuck's  
Construction, Inc. are the

Respondents,

Chuck's Construction Co., Inc.,

Third-Party Plaintiff,

v.

Vereen Concrete Co., Inc. and  
Asphalt Pavement Maintenance  
of Myrtle Beach, Inc.,

Third-Party Defendants,

Rivergate Homeowners' Association,

Appellant,

v.

WW & LB Development Company,  
LLC, Speedy Concrete,  
AB Consulting Engineers, Inc.,  
and Chuck's Construction Co., Inc.,

Defendants,

Of Whom AB Consulting Engineers,  
LLC, Inc. is the

Respondent.

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FINAL BRIEF OF RESPONDENT SPEEDEE CONCRETE, INC.

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STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT CORRECTLY GRANT SUMMARY JUDGMENT IN FAVOR OF SPEEDEE CONCRETE BECAUSE APPELLANT'S CLAIMS ARE BARRED BY THE STATUTE OF LIMITATIONS?
  
2. DID THE TRIAL COURT CORRECTLY GRANT SUMMARY JUDGMENT IN FAVOR OF SPEEDEE CONCRETE BECAUSE APPELLANTS LACK STANDING DUE TO THE FACT DRIVEWAYS ARE LIMITED COMMON ELEMENTS AND THE APPELLANT DOES NOT OWN THE DRIVEWAYS?

## STATEMENT OF THE CASE

Robert Sanger, a homeowner at Rivergate, filed a complaint on January 12, 2007, which contained allegations regarding the design and construction of Rivergate. (R. pp. 97-117) Notably, the complaint included allegations regarding improper driveway slopes and drainage issues. Id. Speedee Concrete, Inc. (incorrectly named Speedy Concrete) was not named as a defendant in that lawsuit. Id. Sanger then filed an Amended Complaint on April 20, 2008 where he named additional subcontractors and design professionals as defendants. (R. pp. 118-141). Speedee Concrete, again, was not named as a defendant. Id.

On June 13, 2008, the Appellant filed a complaint against various subcontractors alleging construction defects similar to those alleged in the Sanger lawsuit, including allegations regarding the sidewalks, driveways and drainage system. (R. pp. 142-168). Speedee Concrete was not named as a defendant in that action. Id.

On March 21, 2009, Appellant filed a First Amended Complaint, and Speedee Concrete was again not named as a defendant. (R. pp. 167-187). On March 31, 2009, the Sanger case and the Appellant's case were consolidated. (R. pp. 1-3). The case was stricken pursuant to Rule 40(j) of the South Carolina Rules of Civil Procedure on August 18, 2009. (R. pp. 4-5). When the case was

restored on April 28, 2010, the Appellant filed a Second Amended Complaint, which named Speedy Concrete (sic) as a defendant. (R. pp. 188-209). The Second Amended Complaint contained the same ) allegations regarding the driveways and drainage in the Appellant and Sanger's prior Complaints. Id. Speedee Concrete then filed an Answer and asserted various defenses, including the statute of limitations as a defense. (R. pp. 219-228). On July 19, 2013, Speedee Concrete filed its Motion for Summary Judgment. (R. pp. 56-59).

Judge Clifton Newman heard Speedee's Motion for Summary Judgment on January 17, 2014. On May 7, 2014, Judge Newman granted Speedee's Motion for Summary Judgment. (R. pp. 15-22). The Appellant then filed a motion for reconsideration pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure. (R. pp. 84-94). Judge Newman heard Appellant's motion for reconsideration and denied that motion by order filed December 10, 2014. (R. pp. 39-41). The Appellant is now appealing Judge Newman's decision.

STATEMENT OF FACTS

The Rivergate subdivision is located in Little River, South Carolina. The developer, WW&LB Development Company, LLC, was a company owned by Wayne Winderman and Luther Bellamy. Winderman hired AB Consulting to prepare plans and specifications for the site work, including the grading and stormwater management plans. (R. p. 457). Chuck's Construction Co. performed the site grading and installed the storm water management system. (R. p. 463). Speedee Concrete constructed the concrete parking pads and driveways to the individual units from 2004 to 2007. (R. p. 440, line 5 to p. 444, line 13 & Speedee Invoice, R. p. 1073).

On March 16, 2001, the Master Deed for Rivergate Horizontal Property Regime was filed. (R. pp. 1103-1160). The Master Deed defines limited common areas as follows:

Limited common elements as to the term is used herein shall mean and comprise the following: (A) attic space, if any, and **grade level concrete driveways, patios, or stoops...**(emphasis added).

(R. pp. 1107-1108).

The Master Deed also provides that it is the responsibility of the owner to take care of the maintenance and repair of the limited common elements. (R. pp. 1116-1117) The owner is also responsible for any damages caused by the limited common areas.

(R. pp. 1116-1117). Section XXII of the Master Deed declares as follows:

Every owner must perform promptly all maintenance and repair work within his unit and of all limited common elements to which such unit has exclusive use which, if omitted, would affect the condominium in its entirety or any part belonging to other owners, and shall be expressly responsible for the damages and liability which his failure to do so may engender (emphasis added).

Article IV of the Master Deed states, "In all other respects, and except as specifically provided in this Master Deed, LIMITED COMMON ELEMENTS shall be treated as, and included within the definition of the term 'Common Elements.'" (R. pp. 1107-1108).

Additionally, Speedee Concrete advised the developer/general contractor of the project, WW&LB Development, Inc., through its representative Wayne Winderman, that the driveways were too steep. (R. pp. 478 ln. 2 - p. 479, ln. 8). This conversation took place in the presence of owner representative Jim Dunn in 2004 or 2005. Id.

Furthermore, it is not disputed that the slope of the driveways has been consistent since they were originally poured in 2004 through 2007, and Speedee Concrete's last invoice is dated March 22, 2007 (R. p. 1073).

ARGUMENT

I. THE TRIAL COURT CORRECTLY GRANTED SUMMARY JUDGMENT IN FAVOR OF SPEEDEE CONCRETE BECAUSE APPELLANT'S CLAIMS ARE BARRED BY THE STATUTE OF LIMITATIONS

Pursuant to South Carolina Code Sections 15-3-510 and 15-3-530, Appellant's causes of action for negligence, breach of warranty, and breach of contract must be commenced within three years of when the Appellant knew, or should have known by the exercise of reasonable diligence, that a claim against Speedee Concrete may exist. S.C. Code Ann. §§ 15-3-510 and 15-3-530.

Speedee Concrete completed its work on the project by March 22, 2007, the date of Speedee's last invoice. (R. p. 1073). The homeowners had knowledge of the driveways' slope and the cracking of driveways in 2004 or 2005 (R. p. 478, ln. 2 - p. 479, ln. 8). Both are more than three years before Speedee Concrete was named in the Appellant's Second Amended Complaint filed in April 2010.

"Under the discovery rule, the three-year statute of limitations clock starts ticking on the date the injured party either knows or should have known by the exercise of reasonable diligence that a cause of action arises from the wrongful conduct." Holly Woods Ass'n of Residence Owners v. Hiller, 392 S.C. 172, 183, 708 S.E.2d 787, 793 (Ct. App. 2011). "It is not necessary for a party to know the full extent of its alleged damages; it is

sufficient for the party to be put on notice of such facts as would lead a person of common knowledge and experience to conclude that some claim may exist." Hedgepath v. AT&T, 348 S.C. 340, 355-56, 559 S.E.2d 327, 336 (Ct. App. 2001). "The exercise of reasonable diligence means simply that an injured party must act with some promptness where the facts and circumstances of an injury would put a person of common knowledge and experience on notice that some right of his has been invaded or that some claim against another party might exist." Snell v. Columbia Gun Exchange, Inc., 276 S.C. 301, 278 S.E.2d 333, 334 (1981).

In this case, the evidence shows that the Appellant was aware of the slope of the driveways and drainage issues as early as 2004. Homeowner Jim Dunn admitted in his deposition that he heard Speedee Concrete tell Wayne Winderman of WW&LB in 2004 or 2005 that the slope of the driveways was too steep. (R. p. 478, ln. 2 - p. 479, ln. 8). Furthermore, in May 2005, the homeowners formed the Ad Hoc Committee to address multiple construction issues, including the slope of the driveways. (R. pp. 616-626).

The Appellant argues that its claims against Speedee Concrete did not accrue until Drew Wilkie, Appellant's expert, issued his report on June 18, 2010. That argument is not factually or legally sound. The slope of the individual driveways was immediately known to the purchaser upon arrival to the property. The Appellant did

not need to know the full legal extent of the injury and did not need to hire an expert for the statute of limitations to begin to run. (Hedgepath v. AT&T, 348 S.C. 340, 355-56). The legal standard is that a person of common knowledge and experience would be put on notice that some claim may exist. (Id.) The Appellants had knowledge that a claim may exist in 2004 or 2005 when Jim Dunn heard Speedee Concrete tell Winderman that the driveway slopes were too steep. The Appellants knew that they had a potential claim against Speedee for more than three years before the Second Amended Complaint was filed; therefore, there is no genuine issue of material fact, and the trial court was proper in granting summary judgment.

Equitable tolling "[E]quitable tolling is a doctrine that should be used sparingly and only when the interests of justice compel its use." Hooper v. Ebenezer Senior Serv. & Rehab Center, 386 S.C. 108, 116, 687 S.E.2d 29 (2009).

Equitable tolling has been deemed available where:

1. Extraordinary circumstances prevented the plaintiff from filing despite his or her diligence.
2. The Plaintiff actively pursued his or her judicial remedies by filing a defective pleading during the statutory period or the claimant has been induced or tricked by the defendant's misconduct into allowing the filing deadline to pass.

3. The Plaintiff, despite all due diligence, is unable to obtain vital information bearing on the existence of his or her claim. Pelzer v. State, 378 SC 516, 662 S.E.2d 618 (Ct.App. 2008)

The Appellant cites Magnolia North Property Owners Association, Inc. v. Heritage Communities, Inc., 397 S.C. 348, 725 S.E.2d 112 (Ct.App. 2012) to support its argument that equitable tolling applies. However, that case is distinguishable from this one. In Magnolia North, the Court held that equitable tolling applied as to toll the statute of limitations against the developer where the developer controlled the homeowner's association and the developer would not have initiated an action against itself. Id. Furthermore, the homeowners were diligent in filing a lawsuit only eight months after assuming control. Id.

In this case, there was nothing to prevent the Appellant from timely filing suit. Speedee was never part of the homeowner's association board. Additionally, the Appellant knew the driveway slopes were too steep, they knew Speedee Concrete constructed the driveways, and they still waited nearly five years to file suit against Speedee. Furthermore, Speedee Concrete did not mislead the Appellant. Based on the foregoing, no extraordinary circumstances exist to warrant equitable tolling of the statute of limitations in this case.

The Appellant further argues that Speedee should be equitably estopped from asserting the statute of limitations as a bar to the Appellant's action. For equitable estoppel to apply, the Appellant must show that the delay was induced by Speedee's conduct. See Dillon County School Dist. No. Two v. Lewis Sheet Metal Works, Inc. 286 S.C. 207, 332 S.E.2d 555, 561 (Ct.App. 1985).

There is no evidence that Speedee did anything to cause the Appellant's delay in naming it as a defendant. The Appellant cites a letter from Winderman, the developer, stating that he would address the drainage, road, and maintenance issues. Speedee Concrete did not make any representations to the Appellant that it would make repairs. Furthermore, Winderman is not an agent of Speedee and the acts of Winderman cannot at all be attributed to Speedee. Equitable estoppel is inapplicable as to Speedee Concrete. Speedee did not cause the delay and did not induce the Appellant to believe that Speedee would make repairs.

**II. THE TRIAL COURT CORRECTLY GRANTED SUMMARY JUDGMENT IN FAVOR OF SPEEDEE CONCRETE BECAUSE THE APPELLANT DOES NOT HAVE STANDING**

The Appellant lacks standing to bring a lawsuit against Speedee Concrete for the alleged defects to the driveways because the driveways are defined as limited common elements in the Master Deed (R. pp. 1107-1108) and are thus the responsibility of the

individual homeowners, not the homeowner's association (R. pp. 1116-1117). The Appellant even admits that the driveways are limited common elements pursuant to the Master Deed. Therefore, the Appellant does not have standing to bring a lawsuit regarding alleged defects to the driveways. See Roundtree Villas Association, Inc. v. 4701 Kings Corp., 282 S.C. 415, 421, 321 S.E.2d 46 (1984), in which the Supreme Court of South Carolina held that a homeowners association did not have the authority to bring suit for defects to balconies because they were limited common elements.

The Appellant cites Article IV of the Master Deed for the proposition that the limited common elements are to be treated as common elements giving the Appellant standing to bring suit regarding alleged defects with those limited common elements. The referenced section states: "In all other respects, and except as specifically provided in this Master Deed, LIMITED COMMON ELEMENTS shall be treated as, and included within the definition of the term 'Common Elements". However, this assertion by the Appellant is misguided in that it ignores the clear and unambiguous language of the clause. The Appellant fails to appreciate the expressed limiting language: "except as specifically provided in this Master Deed..."

Further, any damages created by the slope of the driveways are the responsibility of the owner of the unit to which the driveway is appurtenant. Thus, the Appellant's claims against Speedee Concrete for any damages caused by the slope are misdirected since such damages would be each driveway owner's responsibility. To ignore this conclusion is to torture the plain meaning of the Master Deed. In support of this assertion, the Master Deed provides in Section XXII:

Every owner must perform promptly all maintenance and repair work within his unit and of all limited common elements to which such unit has exclusive use which, if omitted, would affect the condominium in its entirety or any part belonging to other owners, and shall be expressly responsible for the damages and liability which his failure to do so may engender (emphasis added).

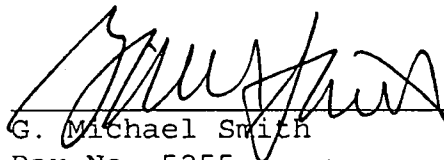
#### CONCLUSION

The trial court correctly granted Speedee Concrete's Summary Judgment motion in this case because the Appellant (and individual members) had notice of the issues pertaining to the driveways more than three years prior to suit being brought against Speedee Concrete. Further, the Appellant has no standing to bring suit against Speedee Concrete because it is not the owner of the driveways. Under the Master Deed, the driveways are limited common elements and as such are the responsibility of each unit owner to maintain or repair. In addition, each owner is liable for any

damages caused by their driveways to other property. Based on the foregoing, the trial court's order granting summary judgment should be affirmed.

Respectfully submitted,

Dated: November 30, 2015



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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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SC Court of Appeals

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APPEAL FROM HORRY COUNTY  
Court of Common Pleas

Clifton B. Newman, Circuit Court Judge

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Case No.: 2010-CP-26-03901  
Appellate Case No.: 2015-000248

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Rivergate Homeowners' Association,

Appellant,

v.

WW & LB Development Company, LLC, RWG, Inc., Aiello Associates, Daniels Engineering, Inc., Rivergate Homeowners' Association, Rivergate Homeowners' Association Board of Directors, Wayne Winderman, individually, Salvatrice Foran, individually, Gerald Foran, individually, Marcos Soares Construction, William C. DeSouza, individually, James Eason individually and d/b/a James Eason & Company, D&D Cleaning and Construction, Inc., Joel's Framing, Joe Freza, Aroldo Garcia, Joaquin Geraldo Zeferinao, individually and d/b/a Zeferino Framing, Leo Trombley, Judy Schultz, J&D Interior Design, Jose Dasmerces d/b/a J.P. Construction, Scott Chandler d/b/a Coastal Custom Windows & Doors, R&D Construction, Nicasio Ramirez Zunigo, Walchir Morais, Marco Trebbi, Blankenship Roofing, Inc., DLJ Construction, LLC, Dewayne Bates, The Bates Group, LLC, Bridges Construction Co., Brewer Construction, Inc., Speedy Concrete, REB-FEL, Inc., Mark Mychajluk, Eric Jazwinski, Southern Framing Corporation, AB Consulting Engineers, Inc., WWI Development Company, LLC, Michael Dawson Construction, Inc., Asphalt Paving & Maintenance Co., Inc. and Chuck's Construction Co., Inc., Right Way Group, Inc., Stevens Construction Co., Inc., Geometries, Inc., Eric Yazwinski, Law

Engineering, Inc., D & M Builders, Inc., Hill Construction Company, Bonnie Stone a/k/a Bonny Stone, DJL Construction Company, L.L.P., Adrian Mondragon, individually and d/b/a Mondragon Construction, Inc., and Glen Causey,

Defendants,

Of Whom Speedee Concrete, Inc. and Chuck's Construction, Inc. are the

Respondents.

Chuck's Construction Co., Inc.,

Third-Party Plaintiff,

v.

Vereen Concrete Co., Inc. and Asphalt Pavement Maintenance of Myrtle Beach, Inc.,

Third-Party Defendants,

Rivergate Homeowners' Association,

Appellant,

v.

WW & LB Development Company, LLC, Speedy Concrete, AB Consulting Engineers, Inc., and Chuck's Construction Co., Inc.,

Defendants.

Of Whom AB Consulting Engineers, Inc. is the

Respondent.

FINAL BRIEF OF RESPONDENT AB CONSULTING ENGINEERS, INC.

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**STATEMENT OF THE ISSUES ON APPEAL**

1. DID THE TRIAL COURT CORRECTLY GRANT SUMMARY JUDGMENT IN FAVOR OF AB CONSULTING BECAUSE APPELLANT'S CLAIMS ARE BARRED BY THE STATUTE OF LIMITATIONS?
  - A. DID THE TRIAL COURT CORRECTLY DETERMINE THAT APPELLANT'S CLAIM ACCRUED BEFORE APRIL 28, 2007?
  - B. DID THE TRIAL COURT CORRECTLY CONCLUDE THAT EQUITABLE TOLLING DOES NOT APPLY?
  - C. DID THE TRIAL COURT CORRECTLY DETERMINE THAT EQUITY AND PUBLIC POLICY CONSIDERATIONS SUPPORT THE ENFORCEMENT OF THE STATUTE OF LIMITATIONS?
  
2. ARE THERE ADDITIONAL SUSTAINING GROUNDS TO SUPPORT THE GRANT OF SUMMARY JUDGMENT IN FAVOR OF AB CONSULTING?
  - A. DOES APPELLANT LACK STANDING BECAUSE THE DRIVEWAYS ARE LIMITED COMMON ELEMENTS AND IT DOES NOT OWN THE ROADS?
  - B. DID AB CONSULTING OWE APPELLANT ANY DUTY OF CARE WHEN IT PERFORMED SERVICES IN 1999 AND 2000?
  - C. DID AB CONSULTING BREACH ANY WARRANTY OWED TO APPELLANT?
  - D. CAN APPELLANT ASSERT ANY CLAIM AGAINST AB CONSULTING UNDER THE SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT?

## STATEMENT OF THE CASE

On January 12, 2007, Robert Sanger, a Rivergate homeowner, filed a complaint in the Horry County Court of Common Pleas, C.A. No. 07-CP-26-0228. (*Sanger Complaint*, R. pp. 97-117). Sanger, also represented by Appellant's counsel, asserted various claims relating to the design and construction of the Rivergate subdivision, including, importantly, improper construction of driveways, improper driveway slopes, and deficiencies in the stormwater management system. *Id.* Although Sanger purported to assert a class action on behalf of all Rivergate homeowners, a class was never certified. *Id.* Sanger did not name Respondent AB Consulting Engineers, Inc. ("AB Consulting") as a defendant in that lawsuit. On April 20, 2008, Sanger filed a similar Amended Complaint, but joined several additional subcontractors, installers, and design professionals as named defendants. (*Sanger Amended Complaint*, R. pp. 118-141). Again, Sanger did not join AB Consulting as a defendant. *Id.*

On June 13, 2008, Appellant Rivergate Homeowners Association filed a Complaint against numerous defendants, alleging claims identical to those asserted in the *Sanger Amended Complaint*. (Complaint, R. pp. 142-166). Appellant did not name AB Consulting as a defendant. Appellant alleged the same allegations as those asserted by Sanger relating to "improper construction of sidewalks, driveways, and asphalt roadways...improper driveway slopes...and defective storm water management drainage system." (*Id.*; *Sanger Amended Complaint*, R. pp. 118-141).

On March 21, 2009, Appellant filed its First Amended Complaint which likewise did not join AB Consulting as a defendant and alleged the same defects. (First Amended Complaint, R. pp. 167-187). On March 31, 2009, Appellant's case was consolidated with

the *Sanger* case. (Order filed March 31, 2009, R. pp. 1-3). On August 18, 2009, the case was stricken by agreement of the parties pursuant to Rule 40(j) of the South Carolina Rules of Civil Procedure. (Order dated August 18, 2009, R. pp. 4-5).

By Order dated April 28, 2010, the case was restored and Appellant was permitted to file a Second Amended Complaint. (Order dated April 28, 2010, R. pp. 6-8). That same day, Appellant filed its Second Amended Summons and Complaint which for the first time joined AB Consulting as a defendant. (Second Amended Complaint, R. pp. 188-209). The Second Amended Complaint alleged the same defects relating to roadways, driveways, and drainage as had been alleged by both Appellant and Sanger in their original pleadings. *Id.*

In response to the Second Amended Complaint, AB Consulting filed an Answer and asserted, among other defenses, a defense based upon the statute of limitations. (September 9, 2010 Answer of AB Consulting, R. pp. 229-235). On April 12, 2013, AB Consulting filed a motion for summary judgment. (Motion for Summary Judgment filed April 15, 2013, R. pp. 52-55).

On January 17, 2014, Judge Clifton Newman held a hearing on the motion for summary judgment. (Order filed May 19, 2014, R. pp. 23-33). On May 19, 2014, Judge Newman issued an Order granting summary judgment in favor of AB Consulting. *Id.* On May 28, 2014, Appellant filed a motion for reconsideration pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure. (May 28, 2014 Motion for Reconsideration, R. pp. 75-83). On September 8, 2014, Appellant's motion for reconsideration was heard by Judge Newman. (Order filed December 10, 2014, R. pp. 34-38). By order filed on December 10, 2014, Judge Newman denied the motion for reconsideration. *Id.* Appellant now appeals the Trial Court's decision. (March 2, 2015 Notice of Appeal, R. pp. 236-237).

## STATEMENT OF FACTS

On May 14, 1999, AB Consulting and Wayne Winderman entered into an Agreement between Owner and Engineer for Professional Services pursuant to which AB Consulting agreed to perform certain civil design services. (Drucker Dep. Ex. 3, R. pp. 457-459). The services included preparing grading and stormwater management plans for the Rivergate subdivision and submitting such plans to governmental authorities to obtain appropriate permits. Id. On June 21, 1999, Wayne Winderman and Luther Bellamy formed WW&LB Development Company, LLC (“WW&LB”) to develop Rivergate, an eight acre subdivision comprised of 37 residential units located near Highway 17 in Little River, South Carolina. (Jan. 17, 2014 Hr’g Tr. 9:1-10:5; R. p. 246, line 1-p. 247, line 5). Pursuant to the Agreement with Winderman, AB Consulting prepared plans and specifications for the Rivergate project in 1999 and 2000. (Jan. 17, 2014 Hr’g Tr. 45:3-12; R. p. 282, lines 3-12). Site work commenced in 2000. Id. Chuck’s Construction Co. was retained by WW&LB to perform site grading, which included installation of the storm water management system. (Drucker Dep. Ex. 12, R. pp. 463-466). Speedee Concrete constructed concrete parking pads to individual units in 2004 to 2007 pursuant to an agreement with WW&LB. (Drucker Dep. pp. 68-72, R. pp. 440-444).

Once construction commenced, AB Consulting became concerned that the construction deviated from its design. (Drucker Dep. Ex. 11, R. pp. 461-462). On July 10, 2000, Braxton Lewis of AB Consulting wrote to Winderman concerning deviations from AB Consulting’s plans during construction. Id. Lewis wrote that “the proposed stone envelopes around the culverts...were omitted without our consent.” Id. Lewis also expressed concern over the grading modifications “which appear to create severe driveway

slopes on the south east side of the proposed buildings.” Id. AB Consulting completed its services when WW&LB received operational approval for the water and sewer systems in 2001. (Jan. 17, 2014 Hr’g Tr. 45:3-12; R. p. 282, lines 3-12).

Appellant did not exist when AB Consulting performed its professional services for Winderman. Appellant was subsequently incorporated on February 20, 2001. (Master Deed, R. pp. 1103-1160). On March 16, 2001, a Master Deed for the Rivergate Horizontal Property Regime was filed with the Horry County Register of Mesne Conveyances. Id. The Master Deed created a Horizontal Property Regime. Id. The deed conveyed certain limited real property to the horizontal property regime. Id. The property comprised 0.06 and 0.13 acres designated as “Signage,” 0.58 acres designated “Ingress & Egress,” 0.30 acres for “Building ‘2,’” and 0.29 acres for “Building ‘6,’” for a total of approximately 1.37 acres. Id.

Article III of the Master Deed allowed for the future addition of real property to Rivergate:

III.

The GRANTOR hereby reserves unto itself, its successors or assigns, the right and option, to be exercised at its sole discretion, to submit the Phases II through XL property, or any one or more of such Phases, or to submit additional COMMON ELEMENTS consisting of, but not limited to, roadways, clubhouses, pools open areas, sidewalks, and parking areas, and to the provisions of this Master Deed, thereby causing such Phase(s) or COMMON ELEMENTS, to become and be a part of Rivergate Horizontal Property Regime.

Id.

The Master Deed also states that each condominium owner owns an undivided interest in the Common Elements of Rivergate and requires Appellant to maintain the

Common Elements. In that regard, Articles V and XXIII of the Master Deed state in relevant part:

V.

Each UNIT shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the Owner or Owners of each UNIT shall own, as an appurtenance to the ownership of each said UNIT, an undivided interest in the COMMON ELEMENTS, the undivided interest appurtenant to each said UNIT being that which is hereinafter specifically assigned thereto.

XXIII.

The ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS, including those portions thereof which contribute to the support of the building...

The Board of Directors of ASSOCIATION shall cause the COMMON ELEMENTS to be inspected and evaluated annually by a professional engineer, architect, qualified property inspector, or other qualified professional, who shall then render a maintenance recommendation report to the Board of Directors of the ASSOCIATION and to the Grantor as to the condition of the COMMON ELEMENTS as well as any recommendation for repairs and maintenance of the COMMON ELEMENTS.

Id.

On the other hand, certain property is not a Common Element and must be maintained by each individual home owner. Articles IV and XXII state in relevant part:

IV.

LIMITED COMMON ELEMENTS as the term is used herein shall mean and comprise the following: (a) attic space, if any, **grade level concrete driveways**, patios or stoops and porches accessible by normal means from the UNIT, immediately adjacent to or above the UNIT...LIMITED COMMON ELEMENTS are intended for the exclusive use and benefit of the UNIT which it is associated with.

XXII.

**Every Owner must perform promptly all maintenance and repair work within his UNIT and of all LIMITED COMMON ELEMENTS** to which such UNIT has exclusive use which, if omitted, would affect the CONDOMINIUM in its

entirety of any part belonging to other Owners, and shall be expressly responsible for the damages and liability which his failure to so do may engender.

Id. (emphasis added)

Between June 5, 2001 and January 20, 2012, the Master Deed of Rivergate Horizontal Property Regime was amended thirty-four times. (Master Deed and Amendments; R. pp. 1103-1160, R. pp. \_\_\_\_). These amendments transferred additional parcels of land from WW&LB to the Rivergate Horizontal Property Regime. Id. Notably, other than a portion of Rivergate Lane described as .58 acres for ingress and egress, the roads in the development were never conveyed by WW&LB to the Regime. Id.

Rivergate includes a main road, Rivergate Lane, that intersects with Highway 17 at the north end of the subdivision. (Wilkie Dep. Ex. 2, R. pp. 928-935). Eight smaller lanes or streets connect to Rivergate Lane. Id. One street is connected to Baker Street, which is a public road that runs parallel to Rivergate Lane. Id. Each unit has a concrete driveway leading to the unit.

The stormwater management system designed by AB Consulting is an exfiltration system. Storm water flows into catch basins or curb inlets into a perforated pipe which allows the water to drain into the soil around the perforated piping. Id. This exfiltration system is located primarily beneath the roads of Rivergate. (Drucker Dep. p. 70, R. p. 442).

Concerns about drainage were expressed by homeowners early in the development of Rivergate and long before this lawsuit against AB Consulting was filed. (Dunn Dep. Ex. 15, R. pp. 584-586). For example, at a local homeowners meeting on March 8, 2004, the minutes note: "Mr. Winderman noted water drains downhill and he cannot do anything in the wetlands area, however he would address **the drainage problems at Rivergate.**" Id. (emphasis added). Likewise, on May 12, 2005, at the Rivergate Homeowners'

Association annual meeting, the attendees discussed water drainage issues. (Dunn Dep. Ex. 21, R. pp. 616-626). In fact, on that same day, an Ad Hoc Committee of the Rivergate Homeowners' Association was formed to address various issues, including problems with drainage. Id. Jim Dunn served as chairman of the committee. Id. Dunn contacted numerous governmental agencies on behalf of the Ad Hoc Committee complaining about a wide variety of issues, notably drainage problems. (Dunn Dep. Ex. 2, R. pp. 579-581).

After its creation, the Ad Hoc Committee solicited and received information from numerous Rivergate homeowners regarding their complaints. (Dunn Dep. pp. 22-23; R. pp. 468-469). On May 20, 2005, Pat Connors, a Rivergate homeowner, wrote to the Ad Hoc Committee: "Drainage: The units along the golf course, of which mine is one, have a severe drainage problem running the length of the property. My back yard is literally eroding away after every heavy rainfall." (Dunn Dep. Ex. 24, R. pp. 671-672).

On May 20, 2005, Don Miller, a Rivergate homeowner, sent a memorandum with an attached news article to the Ad Hoc Committee. (Dunn Dep. p. 199-200, R. pp. 533-534). Miller recommended, "If some owners believe that areas of the Rivergate property has [sic] drainage issues and the committee believes that these issues may be credible, I believe we need to hire an Engineer familiar with such issues..." (Dunn Dep. p. 212-213, R. pp. 539-540). The news article attached to Miller's memorandum echoed his recommendation that an engineer should be hired "to inspect the complex as soon as possible" once control of the homeowners' association passes from the developer to the homeowners. (Dunn Dep. Ex 21, R. pp. 616-626).

On July 6, 2005, Winderman wrote to the Ad Hoc Committee on Rivergate Homeowners' Association letterhead and advised that "We have made inspections of

drainage issues and will address the same as quickly as possible.” Id. On July 20, 2005, the Ad Hoc Committee wrote to the homeowners, “There is a very serious drainage problem there between these homes and the back of the last home. Requested Horry County Public Works to review drainage issues along Baker Street where it connects to Rivergate.” Id. Wayne Winderman was also keenly aware of concerns about drainage issues and wrote a July 6, 2005 letter to the Rivergate Ad Hoc Committee: “We have made inspections of drainage issues and will address the same as quickly as possible.” Id.

On September 19, 2005, Dunn, as chair of the Ad Hoc Committee, filed a complaint with the South Carolina Department of Labor, Licensing and Regulation on behalf of the homeowners and identified drainage as one of the complaints. The complaint included, “Nine pages of photography, washed out parking pads, standing water, storm water, erosion...” (Dunn Dep. Ex. 2, R. pp. 579-581). On November 4, 2006, at a meeting of the Rivergate Homeowners’ Association, various complaints were discussed by the homeowners, including drainage issues. (Dunn Dep. Ex. 36, R. pp. 749-752). For example, the minutes from that meeting state: “[Two homeowners] have similar issue [sic] with flooding & washout at their corner at Baker Street. At one time in the spring after very heavy rain the water was up to the sidewalk...the last heavy rain you could see water just flowing down Rivergate...the water doesn’t go into any of the drains due to the grade being above street level...” Id.

In its Second Amended Complaint, Appellant asserts causes of action against AB Consulting for: (1) negligence; (2) breach of express and implied warranties; and (3) violation of the South Carolina Unfair Trade Practices Act. Appellant contends that AB Consulting did not properly design the slopes of driveways and the stormwater

management system which has resulted in drainage issues at Rivergate. (Second Amended Complaint, R. pp. 188-209).

## ARGUMENT

### **I. THE TRIAL COURT CORRECTLY GRANTED SUMMARY JUDGMENT IN FAVOR OF AB CONSULTING BECAUSE APPELLANT'S CLAIMS ARE BARRED BY THE STATUTE OF LIMITATIONS**

#### **A. Appellant's Claims Accrued Before April 28, 2007**

Pursuant to Sections 15-3-510 and 15-3-530(1) of the South Carolina Code, Appellant's causes of action for negligence, breach of warranty, and breach of contract must be commenced within three years after Appellant knew, or should have known by the exercise of reasonable diligence, that some claim against AB Consulting might exist. Dillon Cnty. Sch. Dist. No. Two v. Lewis Sheet Metal Works, Inc., 286 S.C. 207, 218, 332 S.E.2d 555, 561 (Ct. App. 1985), overruled on other grounds, Atlas Food Sys. & Serv., Inc. v. Crane Nat'l Vendors Div. of Unidynamics Corp., 319 S.C. 556, 462 S.E.2d 858 (1995). Likewise, the South Carolina Unfair Trade Practices Act provides: "No action may brought under this article more than three years after discovery of the unlawful conduct which is the subject of the suit." S.C. Code Ann. § 39-5-150.

Under South Carolina's discovery rule, the statute of limitations "begins to run from the date when the injury resulting from the wrongful conduct either is discovered or may be discovered by the exercise of reasonable diligence." Cline v. J.E. Faulkner Homes, Inc., 359 S.C. 367, 371, 597 S.E.2d 27, 29 (Ct. App. 2004). As the South Carolina Supreme Court recognized in Snell v. Columbia Gun Exchange, Inc., 276 S.C. 301, 278 S.E.2d 333, 334 (1981), it is not necessary that the plaintiff know the exact legal claim it might assert or the identity of all the possible parties; instead, "[t]he exercise of reasonable diligence

means simply that an injured party must act with some promptness where the facts and circumstances of an injury would put a person of common knowledge and experience on notice that some right of his has been invaded or that some claim against another party might exist.” The test is objective, and the statute of limitations accrues regardless of whether the injured party comprehends the full extent of the injury. See Republic Contracting Corp. v. S.C. Dep’t of Hwys & Public Transp., 332 S.C. 197, 503 S.E.2d 761 (Ct. App. 1998).

Dean v. Ruscon Corp., 321 S.C. 360, 468 S.E.2d 645 (1996), is on point here. In that case, Plaintiff Dean hired a contractor in November 1984 to inspect a crack that she believed had been caused one month previously when Ruscon Corporation began pile driving for construction of the Omni Hotel in Charleston. The following year, Ruscon continued pile driving and Dean observed that the crack had expanded. Id. Six years later in 1991, Dean sued Ruscon. Id. The trial court granted directed verdict in favor of Ruscon and ruled that Dean’s claim accrued in 1984 when she initially discovered the crack. Id. In affirming the decision of the trial court, the South Carolina Supreme Court held that the statute of limitations began to run when Dean first knew of any problem, not when she determined that it might be serious:

Because Dean had notice in November 1984 that she may have a cause of action against Ruscon, there is no need to toll the statute of limitations beyond that date... The fact that Dean may not have comprehended in 1984 that the original crack would expand causing the building to ultimately buckle is immaterial.

Id.

The Dillon County School District No. 2 case is also instructive. There, a school district hired various construction and design professionals to construct the Dillon County

High School. Dillon Cnty Sch. Dist. No. 2, 286 S.C. at 207, 332 S.E.2d at 555. Even before construction was completed in January 1971, there were reports of roof leaks. Id. On November 30, 1972, the project architect referred to the leaking roof as a “continual problem” and suggested that the school board involve the county attorney. Id. Over the next nine years, numerous attempts to remedy the problem failed and the School District filed suit in June 1981. Id. The trial court granted summary judgment against the District. The District argued on appeal that the statute of limitations did not begin to run until 1980 when it learned that its roof was irreparably damaged. Id. This Court affirmed the trial court’s decision, concluding that the statute accrued when the District first had notice of leaks.

The fact, however, the School District did not appreciate the full extent of the damage until later is immaterial...we are satisfied that by November, 1972, when the architect for the project referred to the roofing problem as a ‘continual problem’ and suggested possibly involving the county attorney, the School District either knew or reasonably should have known its problem with the roof was a serious one.”

Id.

In this matter, no genuine issue of material fact exists; it clear that Appellant was aware of drainage concerns as early as 2004. The uncontroverted evidence establishes that Winderman, the Rivergate Homeowners’ Association, and the homeowners were all well aware of potential drainage issues long before April 28, 2007. As early as March 2004 at Appellant’s annual meeting, the homeowners discussed issues regarding drainage, and Winderman acknowledged the drainage concerns. (Dunn Dep. Ex. 15, R. pp. 584-586). In May 2005, the homeowners formed an Ad Hoc Committee to address multiple issues, including drainage problems. (Dunn Dep. Ex. 21, R. pp. 616-626). Several residents, including Don Miller and Pat Connors, wrote to the Ad Hoc Committee and detailed

drainage issues. (Dunn Dep. Ex. 24, R. pp. 671-672). Miller even suggested hiring an engineer to investigate the drainage problem. (Dunn Dep. p. 212-213, R. 539-540). In a July 6, 2005 letter to the Ad Hoc Committee, Winderman promised to address the drainage problems "as quickly as possible". (Dunn Dep. Ex. 21, R. pp. 616-626). Complaints were filed with various governmental agencies long before 2007 complaining of drainage issues.

Appellant incorrectly argues that its claims did not accrue until its expert Drew Wilkie issued a report on June 18, 2010. Appellant's argument is not only illogical but also legally defective. Appellant clearly had knowledge of potential claims against AB Consulting long before June 18, 2010. In fact, it filed its Seconded Amended Complaint two months previously. Accrual does not depend on the expertise of the plaintiff or the hiring of an expert to determine the full extent of the injury. See Republic Contracting Corp., 332 S.C. at 209, 503 S.E.2d at 768 (affirming trial court's grant of summary judgment because the record showed ample evidence to prompt the plaintiff to investigate a possible claim more than three years prior to filing suit).

Appellant concedes that its argument that some issue of material fact exists hangs solely upon an affidavit of Drew Wilkie. (Jan. 17, 2014 Hr'g Tr. 120:9-23, R. p. 357, lines 9-23). Wilkie's affidavit does not create any issue of material fact. Wilkie has no personal knowledge regarding the issues at Rivergate before he was hired in 2007 by Appellant's counsel or what Appellant knew prior to 2007. To the contrary, Wilkie merely improperly attempts to offer an unqualified legal conclusion.

By submitting an affidavit that attempts only to reach contradictory legal conclusions than those of the Trial Court, Appellant has failed to create any issue of material fact. See Baughman v. American Tel. and Tel. Co., 306 S.C. 101, 115, 410 S.E.2d

537, 545 (1991) (“Once moving party carries its initial burden, opposing party must, under Rule 56(e), ‘do more than simply show that there is some metaphysical doubt as to the material facts’ but ‘must come forward with **specific facts** showing that there is a genuine issue for trial.”) (quoting Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586-87 (1986))(emphasis added); See also Rule 56(e), SCRPC (“When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth **specific facts** showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him.”)(Emphasis added). There is no genuine issue of material fact here – Appellant had known for years that there were complaints about drainage in Rivergate. The Trial Court properly determined that Appellant’s claims are barred by the statute of limitations.

#### **B. Equitable Tolling Does Not Apply**

The Trial Court correctly rejected Appellant’s wishful argument that despite the running of the statute of limitations, equitable tolling preserves Appellant’s belated claims. Equitable tolling was adopted by the South Carolina Supreme Court in Hooper v. Ebenezer Senior Serv. & Rehab. Center, 386 S.C. 108, 687 S.E.2d 29 (2009). That case involved a wrongful death and survival action against a nursing home. Although the complaint was timely filed, it was not served upon Ebenezer in a timely manner because the plaintiff could not locate Ebenezer’s registered agent identified on the Secretary of State’s website. Id. In that case, the Court held that the person asserting equitable tolling has the burden of establishing sufficient facts to support that defense. Id. The Court also noted that

“equitable tolling typically applies in cases where a litigant was prevented from filing suit because of an extraordinary event beyond his or her control”. Id. The Supreme Court cautioned that “[e]quitable tolling is a doctrine that should be used sparingly and only when the interests of justice compel its use.” Id. The Court indicated that equitable tolling is available where:

- a. Extraordinary circumstances prevented the plaintiff from filing despite due diligence;
- b. The plaintiff actively pursued his remedies by filing a defective pleading during the statutory period or where the plaintiff was induced or tricked by the defendant into allowing the deadline to pass; and
- c. The plaintiff, despite all due diligence, is unable to obtain vital information bearing on the existence of his claim.

Id. at 231-232, 659 S.E.2d at 220-221.

Subsequent cases involving equitable tolling have generally found that the doctrine did not apply. See e.g. American Legion Post 15 v. Horry County, 381 S.C. 576, 674 S.E.2d 181 (Ct. App. 2009) (“In this case, we find no extraordinary circumstances or active misleading by the County to warrant tolling the statutory period of limitations. Nothing prevented the posts from learning of the governing statutes, as we find is required for due diligence.”); Kimmer v. Wright, 396 S.C. 53, 62-63, 719 S.E.2d 265, 270 (Ct. App. 2011) (“Although we are sympathetic to Kimmer’s situation, we are mindful the supreme court cautioned the doctrine of equitable tolling to be used sparingly. We find application of the doctrine is not justified under the circumstance of this case.”).

Appellant incorrectly relies upon Magnolia North Property Owners Ass’n. Inc. v. Heritage Communities, Inc., 397 S.C. 348, 725 S.E.2d 112 (Ct. App. 2012). There, a property owners’ association asserted claims against the developer of a condominium

complex for construction defects. This Court affirmed the trial court's ruling, holding that because the board of the property owners' association consisted of the defendant developer's officers until September 9, 2002, equitable tolling should apply. In that regard, the court stated: "We find unpersuasive [the developer's] claims that an organization they controlled would have initiated an action against itself during this period. Further after the property owners gained control over the POA, they exercised due diligence by filing this action on May 28, 2003, approximately eight months after assuming control." Id.

Magnolia North does not apply in this case. AB Consulting did not ever control the homeowners' association. (Gardner Dep. p. 108, R. p. 833). In fact, AB Consulting's work at Rivergate concluded before the homeowners' association came into existence on February 20, 2001. (Jan. 17, 2014 Hr'g Tr. 45:3-12; R. p. 282, lines 3-12). There is no evidence that Appellant made any complaint to or had any contact with AB Consulting before service of its Second Amended Complaint. There is no evidence that AB Consulting ever misled Appellant in any way. There is no evidence that WW&LB would have refrained from asserting any claims against AB Consulting for its role in the design of Rivergate if WW&LB had believed such claims existed. Accordingly, no extraordinary circumstances exist warranting the imposition of a doctrine which the South Carolina Supreme Court has determined should be used sparingly.

**C. Equity and Public Policy Considerations Support the Application of the Statute of Limitations**

Appellant advances two erroneous arguments to avoid the application of the statute of limitations to its overly stale claims. First, Appellant incorrectly argues that AB Consulting should be estopped from asserting the statute of limitations because AB Consulting's own conduct somehow induced Appellant's delay. There is no evidence that

AB Consulting had any contact with Appellant or engaged in any action which led Appellant astray in any way. "A defendant will be estopped to assert the statute of limitations in bar of a plaintiff's claim when the delay that otherwise would give operation to the statute has been **induced by the defendant's conduct.**" Dillon Cnty. Sch. Dist. No. Two, 286 S.C. at 218-19, 332 S.E.2d at 561 (emphasis added). Unlike equitable tolling, equitable estoppel requires a showing that the defendant has made a misrepresentation to the plaintiff. See Magnolia North, 397 S.C. at 372, 725 S.E.2d at 125.

Grappling to find a misrepresentation made by AB Consulting, Appellant mistakenly relies upon a single letter that was not authored by AB Consulting, but instead by Wayne Winderman of WW&LB. In his July 6, 2005 letter to the homeowners, Wayne Winderman indicated that inspections and repairs would be commenced "as quickly as possible" and that an engineer would inspect the site for road repairs. (Dunn Dep. Ex. 21, R. pp. 616-626). This letter is hardly an action of AB Consulting. There is no evidence that AB Consulting even knew that the letter existed.

Contrary to Appellant's arguments otherwise, South Carolina courts have held that the application of the statute of limitations embodies important public policy considerations. See e.g. Pelzer v. State, 378 S.C. 516, 520, 662 S.E.2d 618, 620 (Ct. App. 2008) ("Statutes of limitations embody important public policy considerations in that they stimulate activity, punish negligence, and promote repose by giving security and stability to human affairs"); McKinney v. CSX Transp., Inc., 298 S.C. 47, 50, 378 S.E.2d 69, 70 (Ct. App. 1989) ("One purpose of a statute of limitations is to relieve the courts of the burden of trying stale claims when a plaintiff has slept on his rights"); Moates v. Bobb, 322 S.C. 172, 176, 470 S.E.2d 402, 404 (Ct. App. 1996) ("Another purpose of a statute of

limitations is to protect potential defendants from protracted fear of litigation.”). Accordingly, the application of the statute of limitations in this case furthers both the principle of equity and public policy of South Carolina.

**II. THERE ARE ADDITIONAL SUSTAINING GROUNDS TO SUPPORT  
THE TRIAL COURT’S GRANT OF SUMMARY JUDGMENT IN FAVOR  
OF AB CONSULTING**

A respondent "may raise on appeal any additional reasons the appellate court should affirm the lower court's ruling, even if those reasons have not been presented to or ruled on by the lower court." On LLC v. Town of Mt. Pleasant, 338 S.C. 406, 419, 526 S.E.2d 716, 723 (2000). "The appellate court may review respondent's additional reasons and, if convinced it is proper and fair to do so, rely on them or any other reason appearing in the record to affirm the lower court's judgment." Id. at 420, 526 S.E.2d at 723; See also Rule 220(c), SCACR ("The appellate court may affirm any ruling, order, decision or judgment upon any ground(s) appearing in the Record on Appeal.").

AB Consulting raised several additional grounds in its motion for summary judgment, although the Trial Court did not address these grounds having found Appellant’s claim time-barred: (1) Appellant does not have standing; (2) AB Consulting did not owe any duty to Appellant; (3) AB Consulting did not breach any warranty to Appellant; and (4) Appellant cannot assert a claim against AB Consulting under the South Carolina Unfair Trade Practices Act.

### A. Appellant Does Not Have Standing

A homeowners' association formed for the purpose of owning and maintaining common elements of a horizontal property regime lacks standing to bring an action for damages to property that it does not own or manage. Roundtree Villas Ass'n, Inc. v. 4701 Kings Corp., 282 S.C. 415, 417, 321 S.E.2d 46, 47 (1984). Appellant contends that certain of the concrete driveways which service individual units are too steep. Appellant neither owns nor maintains these driveways. Appellant also does not own the exfiltration drainage system beneath the roads in Rivergate.

As Appellant concedes, Article IV of the Master Deed plainly indicates that "grade-level concrete driveways" are limited common elements. (Master Deed, R. pp. 1103-1160; Initial Brief of Appellant, p.25). Article XXII of the Master Deed unmistakably indicates that these concrete driveways are Limited Common Elements and thus are not either owned by or to be maintained by Appellant but instead by the owners of the adjacent unit. Id. Article XXII further states that the owners of the adjacent unit "shall be expressly responsible for the damages and liability which his failure to do so may engender." Id.

Property was conveyed by WW&LB to Appellant by the Master Deed and the associated amendments. Id. With the limited exception of a portion of Rivergate Lane, WW&LB never transferred the roads to Rivergate. (Amendments to Master Deed; R. pp. \_\_\_\_). At the hearing before Judge Newman, Appellant's counsel conceded that not all of Rivergate, including the roads, was conveyed by deed to Rivergate. (Jan. 17, 2014 Hr'g Tr. 108:6-10, R. p. 345, lines 6-10).

At the hearing, Appellant attempted to proffer a letter from Wayne Winderman dated September 12, 2007 as somehow proof of a land transfer. (Jan. 17, 2014 Hr'g Tr.

107:22-25, R. p. 344, lines 22-25). Appellant mistakenly argues that this letter conveyed the land to the homeowners' association. Contrary to Appellant's argument and as recognized the Court during the hearing, real property interests in South Carolina are conveyed by deed or will. Vick v. South Carolina Dept. of Transp., 347 S.C. 470, 477, 556 S.E.2d 693 (Ct. App. 2001). Appellant simply does not have standing to assert any claim relating to the stormwater management system installed directly under the roads, to defects of the roads or other areas of Rivergate that were never conveyed by WW&LB.

Contrary to Appellant's misplaced argument, Article IV of the Master Deed does not define the driveways as common elements. Article IV provides, "In all other respects, and **except as specifically provided in this Master Deed, LIMITED COMMON ELEMENTS** shall be treated as, and included within the definition of the term 'COMMON ELEMENTS.'" (Master Deed, R. pp. 1103-1160) (emphasis added). An exception is in Article XXII of the Master Deed. Article XXII specifically provides, "Every Owner must perform promptly all maintenance and repair work within his UNIT and of ALL LIMITED COMMON ELEMENTS to which such UNIT has exclusive use...and shall be expressly responsible for the damages and liability which his failure to do so may engender." (Master Deed, R. pp. 1103-1160). Accordingly, Article XXII specifically provides that all adjacent homeowners must responsibly maintain all nearby limited common elements. Appellant freely admits that driveways are limited common elements under the Master Deed. (Initial Brief of Appellant, p. 25). Thus, by Appellant's own admission, driveways are limited common elements, which are the responsibility of the individual homeowners and not Appellant.

## B. AB Consulting Did Not Owe Any Duty to Appellant

AB Consulting owed no legal duty to Appellant. An essential element in a cause of action for negligence is the existence of a legal duty of care owed by the defendant to the plaintiff. Rogers v. S.C. Dep't of Parole & Community Corrections, 320 S.C. 253, 255, 464 S.E.2d 330, 332 (1995) (“Without a duty, there is no actionable negligence.”). Whether AB Consulting owes Appellant a duty of care is a matter of law for the Court. Oblachinski v. Reynolds, 391 S.C. 557, 560, 706 S.E.2d 844, 845 (2011) (“A motion for summary judgment on the basis of the absence of a duty is a question of law for the court to determine.”); Huggins v. Citibank, N.A., 355 S.C. 329, 332, 585 S.E.2d 275, 276 (2003) (“In a negligence action, the court must determine, as a matter of law, whether the defendant owed a duty of care to the plaintiff.”). In South Carolina, a legal duty exists if created by statute, contract, status, property interest, or other special circumstance or relationship. McCullough v. Goodrich & Pennington Mort. Fund, Inc., 373 S.C. 43, 47-48, 644 S.E.2d 43, 46 (2007); Hendricks v. Clemson Univ., 353 S.C. 449, 456, 578 S.E.2d 711, 714 (2003).

### i. *AB Consulting Does Not Owe Appellant a Duty of Care Arising From Statute.*

As a general rule, “a statute which does not purport to establish a civil liability, but merely makes provision to secure the safety or welfare of the public as an entity is not subject to a construction establishing a civil liability.” Whitworth v. Fast Fare Markets of South Carolina, Inc., 289 S.C. 418, 420, 338 S.E.2d 155, 156 (1985) (quoting 73 Am. Jur. 2d Statutes § 432 (1974)). When a statute does not specifically create a private cause of action, such a claim can be implied only if the legislation was enacted for the special benefit

of a private party. Citizens for Lee Cnty. v. Lee Cnty., 308 S.C. 23, 28-29, 416 S.E.2d 641, 645 (1992).

To determine whether a cause of action is implied, the court must consider whether: (1) the essential purpose of the statute is to protect from the kind of harm suffered by the plaintiff; and (2) the plaintiff is a member of the class of persons the statute is intended to protect. Norton v. Opening Break of Aiken, Inc., 313 S.C. 508, 512, 443 S.E.2d 406, 409 (Ct. App. 1994) (holding a regulation may create a duty of care and applying the same standard); Summers v. Harrison Constr., 298 S.C. 451, 455, 381 S.E.2d 493, 496 (Ct. App. 1989) (citing Rayfield v. South Carolina Dep't of Corrections, 297 S.C. 95, 103, 374 S.E.2d 910, 914 (Ct. App. 1988)).

In its Second Amended Complaint, Appellant refers generally to the building code. Chapter 9 of Title 6 of the South Carolina Code establishes the South Carolina Building Codes Council and authorizes the Council to review, adopt, modify, and promulgate building codes that regulate construction within this State. See S.C. Code Ann. §§ 6-9-40 to -130. Section 6-9-5(A) of the South Carolina Code sets forth the public policy as follows:

The public policy of South Carolina is to maintain reasonable standards of construction in buildings and other structures in the State consistent with the public health, safety, and welfare of its citizens. To secure these purposes, a person performing building codes enforcement must be certified by the South Carolina Building Codes Council, and this act is necessary to provide for certification.

Id. This statute does not give rise to any implied right of action or imposes a legal duty upon AB Consulting in favor of Appellant. This Court and the South Carolina Supreme Court have rejected similar arguments. See Hurst v. Sandy, 329 S.C. 471, 494 S.E.2d 847 (Ct. App. 1997) (holding that Chapter 22 of Title 40 is intended to regulate the practice of engineering by licensing and registration requirements but does not give rise to a cause of

action); 16 Jade Street, LLC v. R. Design Constr. Co., LLC, 747 S.E.2d 770 (2013) (The Residential Home Builders Act does not create a duty on the part of a residential builder license holder.). Accordingly, there is no statute which imposes a duty of care owed by AB Consulting to Appellant.

ii. *AB Consulting's Contract with WW&LB Did Not Create a Tort Duty in Favor of Appellant*

A contract between two parties can create a duty of care to a third party. McCullough, 373 S.C. at 49, 644 S.E.2d 46. A contract may create a duty to a third party if its contractual terms indicate that the contracting parties intended to benefit a third party. See Barker v. Sauls, 289 S.C. 121, 345 S.E.2d 244 (1986) (holding that an insurance broker who contracted with an employer to sell workers' compensation insurance was liable to an employee for negligence in failing to procure the policy because the employee was an intended third party beneficiary of the contract). Whether such a duty is created depends upon the contract's language. See Cullum Mechanical Constr., Inc. v. South Carolina Baptist Hosp., 344 S.C. 426, 432, 544 S.E.2d 838, 842 (2001) (finding that a factual issue existed whether "special conditions" in the contract documents imposed a duty of care on an architect to assure payment to non-contracting third party); Gilbert v. Miller, 356 S.C. 25, 30, 586 S.E.2d 861, 864 (Ct. App. 2003) ("It is clear the language of the lease did not intend to make [the plaintiff], as either a tenant or a guest, a third party beneficiary by imposing a duty in tort on the landlord to prevent a tenant's dog from injuring another."); Dorrell v. South Carolina Dep't of Transp., 361 S.C. 312, 605 S.E.2d 12 (2004) (Contractor hired to repave a road owed a duty to the traveling public at large to not negligently perform its work because contract's terms required the contractor to perform its work in a manner to insure the safety of the traveling public); Andrade v. Johnson, 356 S.C. 238, 588 S.E.2d

588 (2003) (In reviewing the terms of an agreement between a utility company and contractor which granted the contractor preferred vendor status, the court held that the agreement did not give rise to a duty of care owed relating to the contractor's negligent installation of an HVAC system).

The Agreement Between Owner and Engineer did not create any legal duty to Appellant. The contract was signed on May 14, 1999 before Appellant came into existence. (Drucker Dep. Ex. 3, R. pp. 457-459). The contract's language mentions only two parties, Wayne Winderman and AB Consulting. *Id.* The contract neither mentions nor confers any benefit upon any third party. *Id.* Accordingly, AB Consulting owed no legal duty to Appellant by virtue of its contract with WW&LB.

iii. *Appellant is Not Owed a Duty of Care Based on Any Legally Recognized Status*

South Carolina's courts have limited the imposition of a legal duty based upon "status" to cases involving premises liability, products liability, and volunteers. *See Singleton v. Sherer*, 377 S.C. 185, 200, 659 S.E.2d 196, 204 (Ct. App. 2008) ("The nature and scope of a duty in a premises liability action, if any, is determined based upon the status or classification of the person injured at the time of his or her injury."); *Sims v. Giles*, 343 S.C. 708, 715, 541 S.E.2d 857, 861 (Ct. App. 2001) (in a premises liability case, the standard of care is dependent upon the plaintiff's status as an invitee, licensee, trespasser, or child); *Bray v. Marathon Corp.*, 356 S.C. 111, 117, 588 S.E.2d 93, 95-96 (2003) (recognizing differing duties of care owed by a manufacturer to a plaintiff based on his status as a user of its products or a bystander); *Miller v. City of Camden*, 329 S.C. 310, 314, 494 S.E.2d 813, 815 (1997) (when an act is voluntarily undertaken, the actor may owe a duty based on his status as a volunteer). There are no South Carolina cases which hold

that a homeowner's association has any special legal status. Thus, AB Consulting owes no legal duty to Appellant because of its status as a subsequently formed homeowner's association.

iv. *Appellant Does Not Have Any Legally Recognized Property Interest*

A duty may be owed to persons with certain property interests. For instance, courts have held that a third party may owe a duty to the holder of a secured interest in damaged personal property. Compare McCullough v. Goodrich & Pennington Mort. Fund, Inc., 373 S.C. 43, 50-52, 644 S.E.2d 43, 47-48 (2007) (finding that a mortgage servicer did not owe any duty to a lender who had a security interest in the borrower's contractual right to receive payments) with Universal C.I.T. Credit Corp. v. Trapp, 232 S.C. 297, 101 S.E.2d 829 (1958) (holding one who damages personal property owes a duty to the holder of a security interest in the property). Appellant is not a secured party of any property and did not even exist at that the AB Consulting contracted with WW&LB or prepared its design.

v. *AB Consulting Did Not Owe a Duty of Care Arising From a Special Relationship*

Whether a "special relationship" exists "depend[s] on the facts and circumstances of each case." Tommy L. Griffin Plumbing & Heating Co. v. Jordan, Jones, & Goulding, Inc., 320 S.C. 49, 55-56, 463 S.E.2d 85, 88 (1994). In design and construction cases, South Carolina's courts have found a "special relationship" only where there is either a close working relationship between project participants or where a third party foreseeably relies upon the services of the professional in taking some action. See Tommy L. Griffin, at 55-56, 463 S.E.2d at 89; Cullum Mechanical Constr., 344 S.C. at 426, 544 S.E.2d at 838; South Carolina State Ports Authority v. Booz-Allen & Hamilton, Inc., 289 S.C. 373, 346 S.E.2d 324 (1986).

In Tommy L. Griffin, the court found a “special relationship” might exist between a project engineer and a subcontractor giving rise to a tort duty because the engineer closely supervised and controlled construction. Tommy L. Griffin, 320 S.C. at 56, 463 S.E.2d at 89. Similarly, in Cullum, the court found that a “special relationship” might exist between an architect and a subcontractor because the architect assumed responsibility under its contract with the owner to withhold certifications for payments if subcontractors were not paid. Cullum, at 432, 544 S.E.2d at 842.

Here, unlike the engineer in Tommy L. Griffin and the architect in Cullum, AB Consulting did not have any relationship with Appellant. Appellant did not exist at the time AB Consulting performed its design services. Appellant has proffered no evidence to demonstrate that it relied on AB Consulting’s design services in taking some action. There is no evidence that Appellant ever even had any contact with AB Consulting. See South Carolina State Ports Authority, 289 S.C. at 376, 346 S.E.2d at 325 (finding that a consultant owes a duty only to “non-contracting parties who have reasonably relied on their reports in taking some action”). AB Consulting owed no legal duty to Appellant necessary to support Appellant’s negligence claim, and the Trial Court’s grant of summary judgment should be affirmed.

### **C. AB Consulting Did Not Owe or Breach Any Warranty to Appellant**

Appellant’s claims against AB Consulting for breach of express and implied warranties are factually and legally deficient. Appellant admitted in discovery that it had no contract with AB Consulting. Counsel for Appellant conceded at the summary judgment hearing that there was no express warranty made to Appellant by AB Consulting

and has abandoned its claim in this regard. (Jan. 17, 2014 Hr'g Tr. 103:18-22, R. p. 340, lines 18-22).

Appellant mistakenly argues that Tommy L. Griffin, 320 S.C. at 49, 463 S.E.2d at 85, creates an implied warranty owed by AB Consulting to Appellant. In Tommy L. Griffin, the South Carolina Supreme Court stated that “if a party furnished plans and specifications for a contractor to follow in a construction job, he thereby impliedly warrants their sufficiency for the purpose in view.” Id. (citing Beachwalk Villas Condominium Association v. Martin, 305 S.C. 144, 406 S.E.2d 372 (1991)). Appellant’s reliance on Tommy L. Griffin is misplaced.

In the first place, there is no law that indicates that an implied warranty of a design professional flows to subsequently formed entities, such as Appellant. To the contrary, the few cases in South Carolina addressing implied warranties involve direct project participants. See e.g. Tommy L. Griffin, 320 S.C. at 49, 463 S.E.2d at 85; Hill v. Polar Pantries, 219 S.C. 263, 64 S.E.2d 885 (1951).

Second, the evidence establishes WW&LB and its contractors deviated from the drawings. On July 10, 2000, Braxton Lewis of AB Consulting wrote a letter to Wayne Winderman of WW&LB that “the proposed stone envelopes around the culverts...were omitted without our consent.” (Drucker Dep. Ex. 11, R. pp. 461-462). Braxton also expressed his concern about WW&LB’s departure from the driveway design “which appear to create severe driveway slopes on the south east side of the proposed building.” Id. Likewise, there were other deviations by WW&LB from AB Consulting’s plans. (Drucker Dep. pp. 63-69, R. pp. 435-441). For instance, AB Consulting’s designed the lanes to be constructed using concrete; however, WW&LB constructed them with asphalt.

Id. The drainage grates and catch basins in the lanes did not match the grading specifications, which prevented water from flowing into the grates and then into the catch basins as originally designed. Id. Although AB Consulting's plans did not include parking pads at the end of each lane, WW&LB constructed several concrete pads at the end of a number of lanes. Id. Because WW&LB installed the parking pads higher than the asphalt, the pads obstructed the flow of water from the catch basins to the grass swales, causing flooding in heavy rains. Id.

Appellant incorrectly relies upon cases involving residential home builders in support of its position that AB Consulting breached an implied warranty to Appellant. Both Kennedy v. Columbia Lumber & Mfg. Co., 299 S.C. 335, 384 S.E.2d 730 (1989), and Beachwalk, 305 S.C. at 144, 406 S.E.2d at 372, emphasized that the changing nature of the housing industry required heightened protections for home buyers. Because the purchase of a home is often a one-side transaction where the purchaser is forced to rely upon the skill of the home builder, the Kennedy court imposed additional legal duties upon a residential home builder to refrain from constructing defective homes that would be placed in the stream of commerce. Kennedy, 299 S.C. at 335, 384 S.E.2d at 730. However, these heightened protections announced in Kennedy and Beachwalk are limited only to the residential homebuilder context. See Smith v. Breedlove, 377 S.C. 415, 661 S.E.2d 67 (2008) (holding that the Kennedy policy of protecting home purchasers did not extend to a situation where the seller was not in the business of constructing homes and the seller did not agree to construct the house for the purchaser or anyone else). In this case, AB Consulting provided only civil engineering design services. (Drucker Dep. Ex. 3, R. pp.

457-459). None of the policy considerations cited by Kennedy are implicated here and summary judgment is favor of AB Consulting is warranted.

**D. Appellant Cannot Assert a Claim Against AB Consulting Under the South Carolina Unfair Trade Practices Act**

Appellant's claim against AB Consulting for violations of the South Carolina Unfair Trade Practices Act is without merit. To establish a claim for violation of the South Carolina Unfair Trade Practices Act ("SCUTPA"), Appellant must establish that AB Consulting employed an unfair or deceptive method, act, or practice in the conduct of trade or commerce that proximately caused an ascertainable loss of money or property to Appellant and that such conduct has an impact upon the public interest. See S.C. Code Ann. §§ 39-5-10, -20, -140(a); Collins Holding Corp. v. Defibaugh, 373 S.C. 446, 646 S.E.2d 147 (Ct. App. 2007) (finding that plaintiff could not recover under the Unfair Trade Practices Act where its losses did not result from the deceptive act). A plaintiff may show that unfair or deceptive acts or practices have an impact upon the public interest by demonstrating a potential for repetition. Noack Enterprises, Inc. v. Country Corner Interiors of Hilton Head Island, Inc., 290 S.C. 475, 477-79, 351 S.E.2d 347, 349-50 (Ct. App. 1986). The potential for repetition is generally demonstrated: "(1) by showing the same kind of actions occurred in the past, thus making it likely they will continue to occur absent deterrence; or (2) by showing the company's procedures create a potential for repetition of the unfair and deceptive acts." Wright v. Craft, 372 S.C. 1, 640 S.E.2d 486 (Ct. App. 2006).

Appellant erroneously contends that it may bring a SCUTPA claim because Braxton Lewis, one of AB Consulting's officers, misrepresented himself as a licensed engineer by signing certain documents on behalf of AB Consulting. In the first place under

South Carolina law, an engineering firm may have officers and agents who are not licensed engineers. See S.C. Code Ann. § 40-22-250(B)(1) (permitting licensed engineering firms to practice if at least one corporate officer of a corporation or one owner or employee of other firms is a licensed engineer and designated as responsible for the professional services).

Second, Appellant's claim is not actionable because AB Consulting had no relationship with Appellant. In Reynolds v. Ryland Group, Inc., 340 S.C. 331, 531 S.E.2d 917 (2000), the South Carolina Supreme Court addressed whether a subsequent home purchaser can assert a claim under SCUPTA against the developer who built and sold the home to a prior purchaser. The plaintiffs urged the Court to hold that privity of contract is not required for a SCUTPA claim. Id. The Court rejected the plaintiffs' argument and concluded that no such claim could be brought under the Act. Id. Like the Reynolds plaintiffs, Appellant did not enter into any contract with AB Consulting. AB Consulting's actions regarding Rivergate took place before Appellant's incorporation, thus Appellant had no relationship with AB Consulting that would support a claim under SCUTPA.

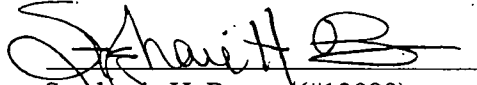
There is no evidence that any representation made by Braxton Lewis was ever communicated to or relied upon Appellant. Appellant has offered no evidence that any representation regarding licensure made by AB Consulting proximately caused any damage to Appellant. Appellant's SCUTPA claims are legally and factually defective and summary judgment in favor of AB Consulting is warranted.

#### CONCLUSION

For the reasons stated above, this Court should affirm the Trial Court's grant of summary judgment in favor of AB Consulting Engineers, Inc.

Respectfully submitted,

December 2, 2015



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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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DEC 14 2015

APPEAL FROM HORRY COUNTY  
Court of Common Pleas

SC Court of Appeals

The Honorable Clifton Newman, Circuit Court Judge

Case No. 2010-CP-26-03901  
Appellate Case No.: 2015-000248

Rivergate Homeowners' Association,.....Appellant,  
v.

WW & LB Development Company, LLC, RWG, Inc., Aiello Associates, Daniels Engineering, Inc., Rivergate Homeowners' Association, Rivergate Homeowners' Association Board of Directors, Wayne Winderman, individually, Salvatrice Foran, individually, Gerald Foran, individually, Marcos Soares Construction, William C. DeSouza, individually, James Eason, individually and d/b/a James Eason & Company, D&D Cleaning and Construction, Inc., Joel's Framing, Joe Freza, Aroldo Garcia, Joaquin Geraldo Zeferinao, individually, and d/b/a Zeferino Framing, Leo Trombley, Judy Schultz, J&D Interior Design, Jose Dasmercese d/b/a J.P. construction, Scott Chandler d/b/a Coastal Custom Windows & Doors, R&D Construction, Nicasio Ramirez Zunigo, Walchir Morais, Marco Trebbi, Blankenship Roofing, Inc., DLJ Construction, LLC, Dewayne Bates, The Bates Group, LLC, Bridges Construction Co., Brewer Construction, Inc., Speedy Concrete, REB-FEL, Inc., Mark Mychajluk, Eric Jazwinski, Southern Framing Corporation, AB Consulting Engineers, Inc., WWI Development Company, LLC, Michael Dawson Construction, Inc., Asphalt Paving & Maintenance Co., Inc. and Chuck's Construction Co., Inc. Right Way Group, Inc., Stevens Construction Co., Inc., Geometrics, Inc., Eric Yazwinski, Law Engineering, Inc., D&M Builders, Inc., Hill Construction Company, Bonnie Stone a/k/a Bonny Stone, DJL Construction Company, L.L.P., Adrian Mondragon, individually and d/b/a Mondragon Construction, Inc., and Glen Causey, ..... Defendants,

Of Whom Speedee Concrete, Inc. and Chuck's Construction, Inc. are the Respondents.

Chuck's Construction Co., Inc.,.....Third-Party Plaintiff,

v.

Vereen Concrete Co., Inc. and Asphalt Pavement Maintenance of Myrtle Beach, Inc.,  
Third-Party Defendants.

Rivergate Homeowners' Association .....Appellant,

v.

WW & LB Development Company, LLC, Speedy Concrete, AB  
Consulting Engineers, Inc., and Chuck's Construction Co., Inc. Defendants

Of Whom AB Consulting Engineers, Inc. is the .....Respondent.

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FINAL BRIEF OF RESPONDENT CHUCK'S CONSTRUCTION, INC.

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**STATEMENT OF ISSUE ON APPEAL**

- I. DID THE TRIAL COURT ERR IN GRANTING SUMMARY JUDGMENT TO RESPONDENT BASED ON THE APPLICABLE THREE-YEAR STATUTES OF LIMITATION, WHEN THE RECORD REVEALED THAT THE APPELLANT'S AD HOC COMMITTEE KNEW OF SPECIFIC DRAINAGE PROBLEMS AT RIVERGATE APPROXIMATELY FIVE YEARS BEFORE APPELLANT BROUGHT A CLAIM AGAINST RESPONDENT, AND APPELLANT PRESENTED NO FACTS ESTABLISHING A CLAIM FOR EQUITABLE TOLLING OR ESTOPPEL?

**STATEMENT OF THE CASE**

Respondent Chuck's Construction Inc. ("Chuck's") adopts the statement of the case provided in the Initial Brief of Appellant.

## STATEMENT OF FACTS

Chuck's was a grading subcontractor hired by Defendant/developer WW&LB to perform work at the Rivergate housing development ("Rivergate") in Little River, South Carolina. (R at 463). Chuck's performed excavation and rough grading at the proposed development site, installation of certain drainage components, and preparation of a limited number of road beds. (R. at 10.) A dispute then arose between Chuck's and WW&LB which led to Chuck's leaving the project in late 2000 before finishing additional contracted work. (*Id.*)

Rivergate was developed in phases, with certificates of occupancy showing dates from March 8, 2001 through December 5, 2005. (*Id.*) Several Rivergate homeowners began noticing drainage issues at the project before the final certificate of occupancy was issued. These issues included standing water in the streets and front yards, cracking of driveways, and excessive erosion. (R. at 487 – 89; 492 – 93; 495 – 97.) The issues led to a group of homeowners requesting the creation of an HOA Ad Hoc Committee in May 2005 to monitor and notify the HOA of problems. (*Id.* at 522 – 24.) This request was approved (R. at 616), and the Ad Hoc Committee began to receive substantial information concerning drainage issues. For example, in May 2005 homeowner Donald Miller wrote to the Ad Hoc Committee that "if some owners believe that areas of Rivergate property has drainage issues . . . I believe we need to hire an engineer familiar with such issues . . . and give the committee a hard report for possible discussion of these issues with Wayne [Winderman]." (R. at 673.) Another homeowner, Pat Connors, wrote the Committee in May 2005 to complain of a "severe drainage problem running the length of the property. My back yard is literally eroding away after every heavy rainfall." (R. at 671).

The Ad Hoc Committee presented its concerns to the manager of the HOA, Wayne Winderman. (R. at 545; 679 – 688.) Winderman was also a principal of the developer, WW&LB. In July, 2005 Winderman acknowledged the drainage concerns, advising the Committee that “We have made inspections of drainage issues and will address the same as quickly as possible.” (R. at 616 -17.) However, the issues were not addressed and drainage problems continued. Therefore in September 2006, Jim Dunn, chair of the Ad Hoc Committee, filed a complaint with the South Carolina Department of Labor, Licensing and Regulation detailing the drainage and other problems at Rivergate. The Complaint included nine pages of photographs showing standing water, washed out parking pads, and other drainage-related issues. (R at 579 - 81.)

Individual homeowners also began to file complaints with the South Carolina Department of Labor, Licensing and Regulation alleging problems with the drainage and roads. (R. at 689 et. seq.) The HOA Ad Hoc Committee requested copies of these complaints. (R. at 548 – 52.)

On January 12, 2007, Rivergate homeowner Robert Sanger filed a complaint in the Horry County Court of Common Pleas asserting defective roadway construction and drainage (R. at 97 – 117.). The Rivergate HOA followed suit on June 13, 2008 (R. at 142 - 66), and the two actions were consolidated. (R. at 1 - 3.) A Second Amended Complaint was filed on April 28, 2010, which named Chuck’s Construction for the first time. (R. at 188 - 209.)

## ARGUMENT

### I. The Trial Court Properly Granted Respondent's Summary Judgment Motion Because Appellant Asserted Its Claims Against Chuck's Outside of the Applicable Statutes of Limitation, and Appellant Presented No Facts To Support Equitable Tolling of the Statutes or Equitable Estoppel

A three-year statute of limitations applies to the causes of action asserted by Appellant in its civil action against Chuck's. S.C. Code Ann. Section 15 – 3 -530(1) (three year statute for express or implied warranty claims); S.C. Code Ann. Section 15 – 30 – 530(5) (three year statute for negligence claims); S.C. Code Ann. Section 39 – 5 – 150 (three year statute for Unfair Trade Practices claims). Appellant brought its claims against Chuck's in April of 2010, but the Appellant's Ad Hoc Committee knew of specific problems with drainage at Rivergate by at least May, 2005 (R. at 673). The HOA's general manager, Wayne Winderman, knew about drainage issues by at least July, 2005, when he wrote to the Ad Hoc Committee specifically concerning an "inspection" of drainage at Rivergate (R. at 616 et. seq.). Thus, the Appellant's claims were time-barred when brought in 2010 and summary judgment was appropriate in favor of Chuck's.

Appellant hopes to avoid this result by application of the discovery rule. Appellant claims that it did not have sufficient knowledge of the drainage problems at Rivergate prior to receiving a full report from its expert engineer, Kimley-Horn, in June 2010. The Kimley-Horn report goes into expert detail concerning the alleged cause-in-fact of the drainage problems, including esoterica such as obstruction of drainage structures and improper elevation of outfall ditches. (R. at 1065 et. seq.) An employee of Kimley-Horn, J. Drew Wilkie, executed an affidavit for consideration at the summary judgment hearing asserting that the Appellant "may have been aware of undesirable symptoms such as standing water, erosion etc." prior to June

2010. (R. at 1062 et. seq.) Nonetheless, the affidavit optimistically concludes that the HOA “would not have been aware” that the symptoms were caused by civil construction or design defects. (*Id.*) Unfortunately for Appellant, it was not necessary for the HOA to know of specific civil construction defects impacting drainage at Rivergate before the statute of limitations began to run.

“Under the discovery rule, the three-year statute of limitations clock starts ticking on the date the injured party either knows or should have known by the exercise of reasonable diligence that a cause of action arises from the wrongful conduct.” *Holly Woods Ass’n of Residence Owners v. Hiller*, 392 S.C. 172, 183, 708 S.E.2d 787, 793 (Ct. App. 2011). It is not necessary for a party to know the full extent of its alleged damages; it is sufficient for the party to be put on notice of such facts as would lead a person of common knowledge and experience to conclude that some claim may exist.” *Hedgepath v. AT&T*, 348 S.C. 340, 355-56, 559 S.E.2d 327, 336 (S.C. Ct. App. 2001).

Here, Plaintiff knew of substantial and ongoing drainage problems at Rivergate nearly five years before an action was commenced against Chuck’s. In its Brief, Appellant concedes that its expert engineer “advised Appellant’s counsel of a potential action against the Respondents” prior to the issuance of the engineer’s June 18, 2010 report. (Br. Appellant at 18). While it is true, as Appellant contends, that the Appellant’s expert may have been the person “most knowledgeable concerning civil construction defects at Rivergate” by virtue of his civil engineering education, *id.* at 17, the discovery rule does not require the “most knowledgeable” actor to discover a potential cause of action. Instead, the rule is triggered whenever an ordinary party of common experience is put on notice of facts sufficient to alert them that a claim may exist against another. *True v. Moteith*, 327 S.C. 116, 489 S.E.2d 615 (1997). That test was

easily satisfied in this case years before Appellant's Second Amended Complaint. A party of average experience would have no trouble recognizing that the conditions brought to the attention of the Ad Hoc Committee in 2005, including standing water and erosion, potentially concerned the grading which Chuck's performed at the outset of the project. Even without the benefit of civil engineering education, people from time immemorial have known that water flows downhill and is trapped in culverts, valleys, and other land masses of uneven grade. Therefore Appellant was on notice of a potential claim against Chuck's in 2005 and was under a duty to act promptly to defend its interests.

At the hearing on Respondents' Motion for Summary Judgment, Appellant contended that the statute of limitations should not bar its claims because it could do nothing to enforce its rights until October, 2007, when the Developer ceded control of the HOA to the Rivergate homeowners. Respondent AB Consulting Engineers presented a rebuttal, in which Chuck's joined. (R. at 275.) At that hearing, and again in its Initial Brief, Appellant argues that the statute of limitations should be tolled because the HOA was powerless to act while the developer alone could determine whether to bring suit.

Equitable tolling is a doctrine rarely applied in South Carolina to stop the running of a statute of limitations. *Pelzer v. State*, 378 S.C. 516, 520, 662 S.E.2d 618, 620 (Ct. App. 2008). The doctrine may be invoked only when (a) extraordinary circumstances prevented the party from filing despite due diligence, (b) the party actively pursued his remedies by filing a defective pleading during the statutory period or was induced or tricked by the defendant into allowing the deadline to pass, and (c) the party is unable to obtain vital information bearing on the existence of his claim despite due diligence. *Hooper v. Ebenezer Senior Serv. & Rehab Center*, 386 S.C. 108, 687 S.E.2d 29 (2009).

Here, the HOA - whether controlled by the developer or some other party - had ample capacity to bring suit against third parties such as Chuck's at any time prior the turnover in October, 2007. The pre-turnover HOA had both the incentive and knowledge to bring an action to recover for construction defects brought to light in 2005. Appellant posits no confidential relationship, collusion, or other factual scenario which would have prevented the developer-controlled HOA from proceeding against third parties who allegedly performed negligent services at Rivergate. Thus, there are no facts sufficient to satisfy the equitable tolling factors set forth in *Hooper*.

Appellant cites *Magnolia North Prop. Owners' Ass'n, Inc. v. Heritage Communities, Inc.*, 397 S.C. 348, 725 S.E.2d 112 (Ct. App. 2012) in support of its equitable tolling claim, but that case is inapposite. In *Magnolia North*, this Court held that the statute of limitations was tolled during the period that the defendant developer controlled the plaintiff homeowner's association. By contrast, the Respondent in this action is not the developer but a third party, and neither controlled nor had any representation on Appellant's board while the statute ran. Thus, the Appellant was not faced with the peculiar prospect of "initiat[ing] an action against itself" during the relevant period - the action would have commenced against an arm's-length actor. (*Id.* at 372.)

Similarly, there are no facts supporting Appellant's claim that Respondent is equitably estopped from asserting the statute of limitations. A defendant may be estopped from asserting a statute of limitations when the defendant's conduct induces delay which prevents the plaintiff from timely asserting a claim. *Dillion County School Dist. No. Two v. Lewis Sheet Metal Works, Inc.*, 286 S.C. 207, 218 -19, 332 S.E.2d 555, 561 (Ct. App. 1985). Appellant has asserted various misrepresentations by the developer's representative, Wayne Winderman, as

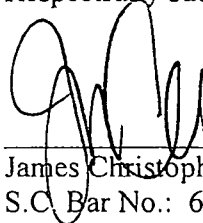
grounds for equitable estoppel. (Appellant's Br. pages 23-24.) However, Appellant has failed to cite any conduct by a representative of Chuck's. This omission is fatal to Appellant's equitable estoppel claim.

Even assuming for the sake of argument that the conduct of Wayne Winderman could be attributed to Chuck's, equitable estoppel would remain unavailable to Appellant. Appellant has introduced no facts supporting the proposition that Mr. Winderman's representations actually induced delay to the detriment of the HOA. To the contrary, the record shows that the Appellant's Ad Hoc Committee proceeded to take independent action on the drainage issue, filing a complaint with the South Carolina Department of Labor Licensing and Regulation well after Winderman's July, 2005 promise to repair. (R. at 579 et. seq.) (Complaint filed September 2005). The Appellant continued to receive specific complaints about drainage over a year after Winderman's July, 2005 letter. (R. at 749 et. seq.) (Minutes of November 2006 HOA meeting noting "flooding and washout at the corner of Baker street . . . the last heavy rain you could see water just flowing down Rivergate . . . the water doesn't go into any of the drains due to the grade being above street level.") Thus, no evidence in the record establishes that the Appellant did, or reasonably could have, relied upon the promises of Wayne Winderman. Application of equitable estoppel against Chuck's is, therefore, inappropriate.

CONCLUSION

For the reasons stated above, the Order of the Trial Court granting summary judgment in favor of Respondent should be affirmed. Further, this Respondent adopts by reference the arguments of Co-Respondent AB Consulting Engineers, Inc. as permitted by Appellate Court Rule 208(b)(6).

Respectfully submitted,



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