

STATE OF SOUTH CAROLINA : **SIXTH AMENDMENT TO MASTER DEED**  
 : **OF THE PEOPLES BUILDING**  
 COUNTY OF CHARLESTON : **HORIZONTAL PROPERTY REGIME**  
 : **(BOOK D-389, PAGE 250)**

WHEREAS, the Master Deed of The Peoples Building Horizontal Property Regime was recorded in the RMC Office for Charleston County on November 29, 2001, in Book D-389, Page 250; and

WHEREAS, the Master Deed has been amended by First Amendment to Master Deed dated April 2, 2002, and recorded in the RMC Office for Charleston County in Book A-402, Page 360; by Second Amendment to Master Deed dated May 31, 2002, and recorded in the RMC Office for Charleston County in Book J-408, Page 107; by Third Amendment to Master Deed dated November 14, 2002, and recorded in the RMC Office for Charleston County in Book F-439, Page 271; by Fourth Amendment to Master Deed dated December 23, 2003, and recorded in the RMC Office for Charleston County in Book D-480, Page 845; and may have been amended by Fifth Amendment to Master Deed dated \_\_\_\_\_, 200\_\_, and recorded or to be recorded in the RMC Office for Charleston County, South Carolina, in Book \_\_\_\_\_, Page \_\_\_\_\_, (collectively the "Master Deed"); and

WHEREAS, the persons signed below constitute owners of at least two-thirds of the Units and at least two-thirds of the total interest in the General and Limited Common Elements and the record holders of encumbrances affecting such Units as required for amendment of the Master Deed pursuant to Section 27 of the Master Deed; and

WHEREAS, the undersigned wish to amend the Master Deed (i) to allow certain existing HVAC equipment and system to be designated as limited common elements serving Units 201A, 201B and 201C (also known as Units C201A, C201B and C201C), (ii) to allow the Owner of Unit 201D (also known as Unit C201D) and the Owner of the Mezzanine (also known as Unit M101 to install new HVAC equipment and system on the Garage Roof (as hereinafter defined) and within the common areas of the Building to constitute limited common elements serving only the respective said Units, and (iii) to provide a procedure to allow the installation of additional HVAC equipment and system to constitute limited common elements serving one or more but less than all of the Units in the Building without need for further amendment to the Master Deed.

NOW, THEREFORE, in consideration of the premises contained herein, the undersigned Unit owners in The Peoples Building Horizontal Property Regime, with the consent of their first mortgagees, hereby agree that the Master Deed is hereby amended as follows:

1. The existing HVAC equipment and system, including but not limited to ducts, condensers, compressors, wiring and other equipment, which presently serves second floor Units 201A, 201B, 201C and 201D, are hereby designated as Limited Common Element for the benefit of, and to serve only, Units 201A, 201B and 201C, except that those portions of said HVAC system which serve only Unit 201D (such as, without limitation, existing duct work) shall constitute Limited Common Element serving only Unit 201D.

2. The owner of Unit 201D may install on the Garage Roof and within the Building (but not within any Unit) additional HVAC equipment and system to serve only Unit 201D, which additional HVAC equipment and system is designated as Limited Common Element for Unit 201D.

3. The owner of Unit M101 may install on the Garage Roof and within the Building (but not within any Unit) additional HVAC equipment and system to serve only Unit M101, which additional HVAC equipment and system is designated as Limited Common Element for Unit M101.

4. An owner from time to time of any Unit may install on any roof in any available General Common Element space and also within the common elements of the Building (but not within any Unit) HVAC system and equipment (including but not limited to compressors, air handlers, blowers, condensers, ducts, airflow regulators, thermostats, control devices and related wiring and equipment to serve any one or more, but less than all, of the Units and to constitute Limited Common Element for the Unit(s) so served); provided:

- (i) Any such owner shall provide to the Association at the owner's expense the certification of an architect or engineer who is licensed to practice in South Carolina and who is reasonably acceptable to the President of the Association that such work may be done without damage to the structural integrity of the Building and without detrimental effect on the use and enjoyment of any other Unit;
- (ii) The President of the Association, after consultation with the Board of the Association, shall have approved such work in writing; and
- (iii) If requested in writing by the President of the Association, any owner doing such work shall cause to be recorded at such owner's expense an instrument with appropriate drawing attached which is certified by an architect or engineer licensed to practice in South Carolina and showing the location of any such HVAC equipment and system that is placed on the exterior of the Building or that is visible from a common area within the Building, which such instrument and drawing shall designate such HVAC equipment and system so shown as Limited Common Element serving a particular Unit or Units.

Any HVAC equipment and system so installed shall constitute Limited Common Element for the Unit or Units which are so served and the cost of operation, maintenance, repair and replacement of any such HVAC equipment and system, as well as the cost of any maintenance, repair or replacement of any General Common Element which is proximately caused by any installation, operation, repair, maintenance or replacement of any such HVAC equipment and system, shall be paid by the owner of the Unit or Units which any such HVAC equipment and system serves.

5. As used in this amendment instrument, (i) "Garage Roof" shall mean the upper-most exterior surface of the existing building which is designated as "vehicle storage"

on the boundary plat which is attached as a part of Exhibit B to the Master Deed; and (ii) "HVAC equipment and system" shall include, but not be limited to connective devices between the Garage Roof and the Building.

6. Except as provided herein, all other terms and conditions of the Master Deed, as previously amended in writing, shall remain and be the same.

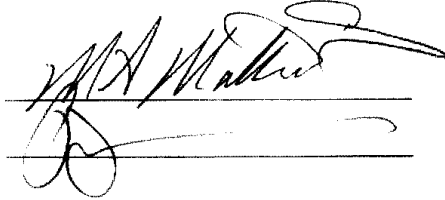
*(Remainder of page intentionally left blank. Execution pages follow.)*

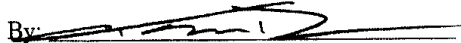
As to:  
Units M101 C103, A201, B201, C201,  
D201, A301, B301, C301, D301, A401,  
B401, C401 and D401

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this  
15 day of SEPT., 2004.

WITNESSES:

BLUE WATER INVESTMENTS OF  
SOUTH CAROLINA, LLC, a South  
Carolina limited liability company (SEAL)



By: 

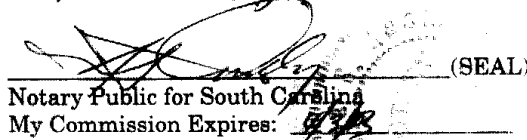
Terrell M. Rhye  
Its: Manager  
As to Units M101, C103, A201, B201,  
C201, D201, A301, B301, C301, D301,  
A401, B401, C401 and D401

STATE OF SOUTH CAROLINA :

COUNTY OF CHARLESTON :

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that **Blue Water Investments of South Carolina, LLC**, a South Carolina limited liability company, by **Terrell M. Rhye**, its Manager, as to Units M101, C103, A201, B201, C201, D201, A301, B301, C301, D301, A401, B401, C401 and D401, personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Subscribed to and sworn before me this 15<sup>th</sup> day of September, 2004.

 (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 8/2/08

D512 pg 844 A

As to:  
Units M101 C103, A201, B201, C201,  
D201, A301, B301, C301, D301, A401,  
B401, C401 and D401

**CONSENT OF MORTGAGEE**

The undersigned, being the first mortgagee of the Units listed below, owned by Blue Water Investments of South Carolina, LLC, hereby consents to the within Amendment. The mortgage was recorded in Book T-458, Page 140, on July 22, 2003.

WITNESSES:

BRANCH BANKING AND TRUST COMPANY,  
a North Carolina corporation

Jimmy K. Slavin  
Bill Bradford

By: [Signature]

Its: Vice President

As to Unit C101

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal this  
13 day of September 2004.

WITNESSES:

[Signature]  
[Signature]

[Signature] (SEAL)  
Candace G. Martin  
As to Unit C101

STATE OF SOUTH CAROLINA :

COUNTY OF CHARLESTON :

The foregoing instrument was acknowledged before me this 22nd day of September 2004,  
by **Candace G. Martin**, as to Unit C101.

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 04/03/07

**CONSENT OF MORTGAGEE**

The undersigned, being the first mortgagee of the Unit listed below, owned by Candace G. Martin (Unit C101), hereby consents to the within Amendment. The mortgage was recorded at Book J-488, Page 529, March 29, 2004.

WITNESS:

SOUTHTRUST BANK

Ryan Weidung  
Jane M. Singling

By: Carl A. Zuehl  
Its: S. V. R.

As to Unit C102

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals this 13<sup>th</sup> day of September, 2004.

WITNESSES: EAST BAY LAND CO., LLC (SEAL)

Amy van Dinkel  
James A. Bowton

By: East Bay Investment Co., Inc. (SEAL)  
Its: Member

By: W.B. Moody  
W. Brian Moody  
Its: President  
As to Unit C102

STATE OF SOUTH CAROLINA :

COUNTY OF CHARLESTON :

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2004 by East Bay Land Co., LLC, a South Carolina limited liability company, by East Bay Investment Co., Inc., a South Carolina corporation, its Member, by W. Brian Moody, its President, on behalf of the limited liability company.

Karen C. Monfils (SEAL)  
Notary Public for South Carolina  
My Commission Expires: January 28, 2014

As to Unit C102

**CONSENT OF MORTGAGEE**

The undersigned, being the first mortgagee of the Unit listed below, owned by East Bay Land Co., LLC (Unit C102), hereby consents to the within Amendment. The mortgage was recorded at Book J-488, Page 529, March 29, 2004.

WITNESS:

SOUTHTRUST BANK

Ryan Whiting  
Jane M. Siegling

By: Karl H. Zabel  
Its: Sr V.P.

As to Unit R701B

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals  
this 20th day of Sept, 2004.

WITNESSES:

PEOPLES BUILDING SEVENTH FLOOR,  
LLC (SEAL)

Charlotte Dainey  
Jaynor

By: [Signature]  
Neal I. Baker  
Its: Member  
As to Unit R701B

STATE OF SOUTH CAROLINA :

COUNTY OF CHARLESTON :

The foregoing instrument was acknowledged before me this 21st day of September,  
2004 by **Peoples Building Seventh Floor, LLC, a ~~limited liability~~**  
**company**, by **Neal I. Baker, its member**, on behalf of the limited liability company.

Charlotte Dainey (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 10/05/2010


BKD 512PG850

As to Unit R701B


**CONSENT OF MORTGAGEE**

The undersigned, being the first mortgagee of the Unit listed below, owned by Peoples Building Seventh Floor, LLC (Unit R701B), hereby consents to the within Amendment. The mortgage was recorded at Book B-405, Page 284, on May 2, 2002, as modified October 16, 2003, and recorded in Book H-480, Page 767, and Mortgage dated April 16, 2004, and recorded in Book Z-490, Page 467.

WITNESS:

  
\_\_\_\_\_  
*Patricia H. Becker*

Wachovia Bank, National Association

By:   
\_\_\_\_\_  
Its: *Sr. Vice President*

State of South Carolina  
County of Charleston

Signed before me this 22nd day of September, 2004, at Charleston, SC.

  
\_\_\_\_\_  
Patricia H. Becker, Notary

My commission expires 2/17/05

BKD 512PG851

As to Units R801 and R901

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals  
this 20 day of September, 2004.

WITNESSES:

Pamela D. Deneff  
Rhonda F. Duff

Terri J. Henning (SEAL)  
Terri J. Henning  
As to Units R801 and R 901

STATE OF SOUTH CAROLINA :

COUNTY OF CHARLESTON :

The foregoing instrument was acknowledged before me this 20 day of September,  
2004 by Terri J. Henning, (as to Units R801 and R901).

Rhonda F. Duff (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 12/16/2012

OND 512PG852



**RECORDER'S PAGE**

This page Must remain with the original document.

Recording

Fee 18.00

State

Fee \_\_\_\_\_

County

Fee \_\_\_\_\_

Postage \_\_\_\_\_

TOTAL 18.00

A

RETURN TO:  
Krambeck & Davidson  
9 State Street  
Charleston, SC 29401

*Handwritten initials*

FILED

D512-841

2004 OCT -8 PM 3:48

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

**PID VERIFIED  
BY ASSESSOR**  
REP umG  
DATE 10/20/04

RECEIVED FROM RMC  
  
HELENA A. MOSELEY  
CHARLESTON COUNTY AUDITOR