



FILED IN GREENVILLE COUNTY, SC

TWELFTH AMENDMENT TO DECLARATION (MASTER DEED)
OF INGLESIDE HORIZONTAL PROPERTY REGIME

WHEREAS, by Declaration (Master Deed) dated February 26, 1980, and recorded in the Register of Deeds Office for Greenville County in Book 1121 at Pages 262, et. seq., a plan for dwelling ownership was created and established for Ingleside Horizontal Property Regime with respect to the Property described on Exhibit A thereof, which Master Deed was subsequently amended by a First Amendment dated May 21, 1980, recorded in Book 1126 at Page 148, a Second Amendment dated July 22, 1980, recorded in Book 1129 at Page 633, a Third Amendment dated January 30, 1981, recorded in Book 1141 at Page 753, a Fourth Amendment dated May 5, 1981, recorded in Book 1147 at Page 476, a Fifth Amendment dated January 14, 1983, recorded in Book 1180 at Page 869, a Sixth Amendment dated March 10, 1987, recorded in Book 1291 at Page 915, a Seventh Amendment dated February 24, 1987, recorded in Book 1292 at Page 17, an Eighth Amendment dated January 7, 1997, recorded in Book 1716 at Page 59 (re-recorded in Book 1723 at Page 701 and Book 1738 at Page 300) a Ninth Amendment dated October 1, 1998, recorded in Book 1791 at Page 533, a Tenth Amendment dated January 7, 2000, recorded in Book 1891 at Page 136, and an Eleventh Amendment dated April 19, 2001 and recorded in Book 1950 at Page 541, (as amended, the "Master Deed"):

WHEREAS, pursuant to the terms of Article VX, Section A 1.(b) of the Declaration, the Declarant may amend the Declaration by the express approval by a majority of the total votes of the Association; and

WHEREAS, Ingleside Horizontal Property Regime consists of fifty (50) units and forty-two (42) of those units voted in favor of the below-mentioned amendment, and therefore, there was an express approval by a majority (twenty-six [26]) of the unit owners as required by Article XV, Section (A)1.(b) of the Declaration; and

WHEREAS, the Association of the Ingleside Horizontal Property Regime desires to submit and record the below stated amendment, as required in Article XV, Section A(1).

NOW THEREFORE, pursuant to the powers retained by the Association under the Declaration, hereby submits the following amendment to Article V entitled, "Restrictions", shall be amended as follows:

G. In order to preserve the character of the condominium as predominately Owner occupied and to comply with the eligibility requirements in the secondary mortgage market, leasing of the units shall be allowed only in accordance with and subject to the requirements of this paragraph. "Leasing" as used in this paragraph shall mean the regular and exclusive occupancy of a unit by any person other than the

Owner or the immediate family of the owner. No Unit may be leased unless the Owner of the unit shall first have applied for and thereafter received from the Board a "Leasing Permit", which shall establish the terms and duration pursuant to which an Owner shall be permitted to lease a Unit. An Owner request for a Leasing Permit shall be approved so long as the current, outstanding Leasing Permits do not exceed ten percent (10%) of the total Units. Should the number of outstanding Leasing Permits at any time equal 10% of the total Units, no further Leasing Permits shall be issued, except in cases of documented hardship as determined by the Board in its sole discretion, until such time as the number of current outstanding "Leasing Permits" shall fall to 10% or less of the total Units. Any lease of a Unit shall be in writing, with a copy thereof to be provided to the Board, and shall provide that the terms of the lease shall be subject and subordinate in all respects to the condominium documents and that any failure of the lessee to comply with all of the terms of such condominium documents, including any regulations or rules promulgated thereunder, shall constitute a default under the lease. No Unit may be leased for a period shorter than one (1) year, and leases of less than the entire Unit shall not be permitted; provided, however, that the foregoing limitations shall not apply to a mortgagee who has acquired ownership of the Unit by foreclosure or deed in lieu of foreclosure.

WHEREAS, the above-stated amendment shall run with the title to such property and shall be binding upon all persons having any right, title and interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned Declarant has caused these presences to be subscribed by its duly authorized officers as of the 17th day of September, 2008.

WITNESS:

INGLESIDE ASSOCIATION OF
RESIDENCE OWNERS, INC.

Brenda Prebt

Carolyn W. Sammers
President

Suebjans Munn

Linda Crew McNamee
Secretary Board
Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named ASSOCIATION OF RESIDENCE OWNERS, INC., by its above-named officers, sign, seal, and as its act and deed, deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 17th
Day of September, 2008.
Deanne M. Ramsey
Notary Public for South Carolina
My Commission Expires: 9/26/2012

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2008085895 Book: DE 2340 Page: 2004-2006
September 23, 2008 09:51:49 AM

Timothy J. Ramsey