

FOURTH AMENDMENT TO  
MASTER DEED CREATING AND  
ESTABLISHING A RESIDENTIAL HORIZONTAL PROPERTY REGIME

**PORTIONS OF THE INSTRUMENT BEING AMENDED  
ARE SUBJECT TO THE FEDERAL ARBITRATION ACT.**

THIS FOURTH AMENDMENT TO MASTER DEED (the "Fourth Amendment") is made this 13th day of January, 2012, by RIDGELAND AT THE PARK, LLC, a South Carolina limited liability company, hereinafter called the "Developer".

WITNESSETH:

A. Developer has previously filed a Master Deed Creating and Establishing a Residential Horizontal Property Regime known as Ridgeland at the Park Horizontal Property Regime (the "Horizontal Property Regime"), dated May 5, 2006, and recorded June 9, 2006, in the Office of the Register of Deeds for Greenville County, South Carolina, in Deed Book 2210, at Page 1, and re-recorded on August 8, 2006, in Deed Book 2220, Page 1427, as amended by that certain First Amendment to Master Deed dated June 20, 2007 (the "First Amendment to Master Deed"), and recorded July 2, 2007, in the Office of the Register of Deeds for Greenville County, South Carolina, in Deed Book 2276, Page 343, as amended by that certain Second Amendment to Master Deed dated October 30, 2008 (the "Second Amendment to Master Deed"), and recorded November 3, 2008 in the Office of the Register of Deeds for Greenville County, South Carolina, in Deed Book 2345 at Page 1319, as amended by that certain Third Amendment to Master Deed dated September 1, 2011 (the "Third Amendment to Master Deed"), and recorded September 9, 2011 in the Office of the Register of Deeds for Greenville County, South Carolina, in Deed Book 2393 at Page 4970 (collectively the "Master Deed"), burdening that certain real property, and the improvements thereon, as shown in the Master Deed.

B. Pursuant to the Second Amendment to Master Deed, as ratified by the Third Amendment to Master Deed, Developer, in its sole discretion, is authorized and desires to amend the Master Deed as follows:

- i. Contract the Project to decrease the number of Units from forty-two (42) to thirty-six (36) by the elimination of Building Number 8 and the removal of the property on which Building Number 8 was to be located from the Horizontal Property Regime;
- ii. Decrease the numbers of Garages from forty-three (43) to forty (40).
- iii. Revise the Common Elements;
- iv. Readjust the Common Interest for the Units in the Horizontal Property Regime to preserve a total value of 100% for the entire Horizontal Property Regime so that each Unit remains equal in its ratio to each other Unit.



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AMEN/MDEED  
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Book DE 2399

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January 19, 2012 02:32:46 PM

Rec \$15 00

Cnty Tax \$0 00

State Tax \$0 00

FILED IN GREENVILLE COUNTY, SC

C. This Fourth Amendment was approved in accordance with Article XXIV of the Master Deed.

**NOW, THEREFORE**, the undersigned, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby affirm, ratify, amend and modify the Master Deed as follows:

1. Article II(p) of the Master Deed is deleted in its entirety and the following new Article II(p) is substituted therefore in the Master Deed as if set forth therein verbatim:

(p) "Unit" means each one of thirty-six (36) separate numbered apartments identified by reference to a Unit Number and Building Number on the Plans and includes the Garage conveyed with a Unit and Common Interest in the Common Elements appurtenant thereto.

2. The Property described on Exhibit "A" of the Master Deed is amended and modified as contained in the Exhibit "A" attached hereto and incorporated herein by reference.

3. Article II(h) of the Master Deed is deleted in its entirety and the following new Article II(h) is substituted therefore in the Master Deed as if set forth therein verbatim:

(h) "Garage" means each one of the thirty-six (36) separate and numbered Garages identified by reference to as Garage Number and Building Number on the Plans which are part of the Horizontal Property Regime and the four (4) Garages identified as "A", "B", "C" and "D" on the Plans which are part of the Horizontal Property Regime.

4. Exhibit "B" is amended and modified as contained in the Exhibit "B" attached hereto and incorporated herein by reference. Except as specifically amended and modified by this Fourth Amendment, the Master Deed shall continue in full force and effect in accordance with its terms, and is hereby affirmed and ratified by the undersigned.

5. Exhibit "D" of the Master Deed is amended and modified as contained in the Exhibit "D" attached hereto and incorporated herein by reference. Except as specifically amended and modified by this Fourth Amendment, the Master Deed shall continue in full force and effect in accordance with its terms, and is hereby affirmed and ratified by the undersigned.

6. Capitalized terms used in this Fourth Amendment shall have the same meaning ascribed to them in the Master Deed unless expressly set forth otherwise herein.

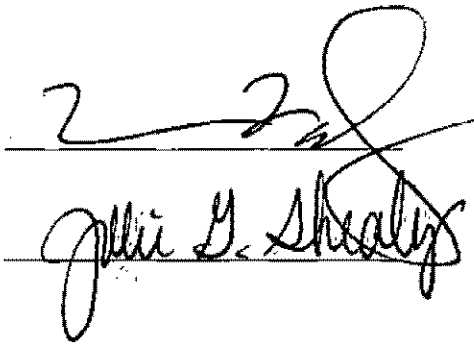
7. This Fourth Amendment shall be binding upon the Horizontal Property Regime and its property, which shall be held, sold, and conveyed subject to the Master Deed and any and all Amendments thereto, which shall run with the Horizontal Property Regime and its property and be binding on all parties having any right, title, or interest in the

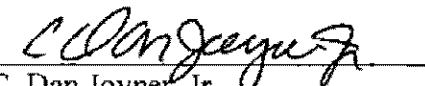
Horizontal Property Regime and its property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such owner thereof.

IN WITNESS WHEREOF, the undersigned has caused this Fourth Amendment to be duly executed, under seal, as of the day and year first above written.

DEVELOPER:

RIDGELAND AT THE PARK, LLC,  
a South Carolina limited liability company

  
\_\_\_\_\_

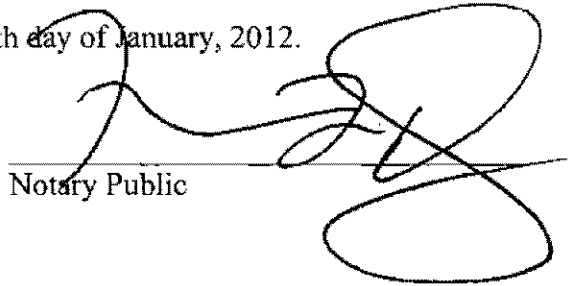
By:   
C. Dan Joyner, Jr.  
Its: Authorized Member

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF GREENVILLE            )     Acknowledgment

I, a notary public in and for said state and county, do hereby certify that the within limited liability company, by its duly authorized member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 13th day of January, 2012.

My commission expires: 10/16/16

  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**

All that certain piece, parcel or lot of land, located, lying and being on the northern side of Ridgeland Drive in the County of Greenville, State of South Carolina, being shown as 3.431 acres, more or less, on plat entitled "Survey for Ridgeland at the Park, LLC", prepared by Benchmark Surveying, Inc., James E. Creighton, Surveyor, RLS #11904, dated April 30, 2004, recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1010 at Page 10, reference to said plat is hereby directed for a complete metes and bounds description thereof.

LESS HOWEVER:

All that certain piece, parcel or lot of land, located, lying and being on Sherwood Street in the County of Greenville, State of South Carolina, being shown as "Part Lot 44, Cleveland Terrace and Additional Acreage", containing 0.27 acres, more or less, on plat entitled "Boundary Survey for Ridgeland at the Park, LLC", prepared by Landmark Surveying, Inc., dated November 7, 2011, recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1131 at Page 78, reference to said plat is hereby directed for a complete metes and bounds description thereof.

**EXHIBIT "B"**

**ENGINEER'S CERTIFICATE**

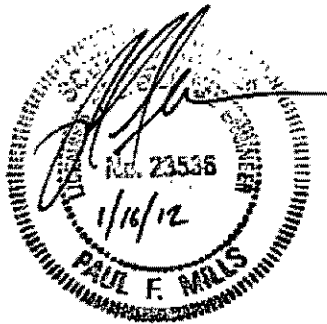
The undersigned, an authorized and licensed Engineer, hereby certifies that the plans for Ridgeland at the Park Horizontal Property Regime, attached hereto and annexed hereto, fully and accurately, with reasonable construction tolerances, depict the dimensions, area and location of each Building and the Common Elements that afford access to each Building.

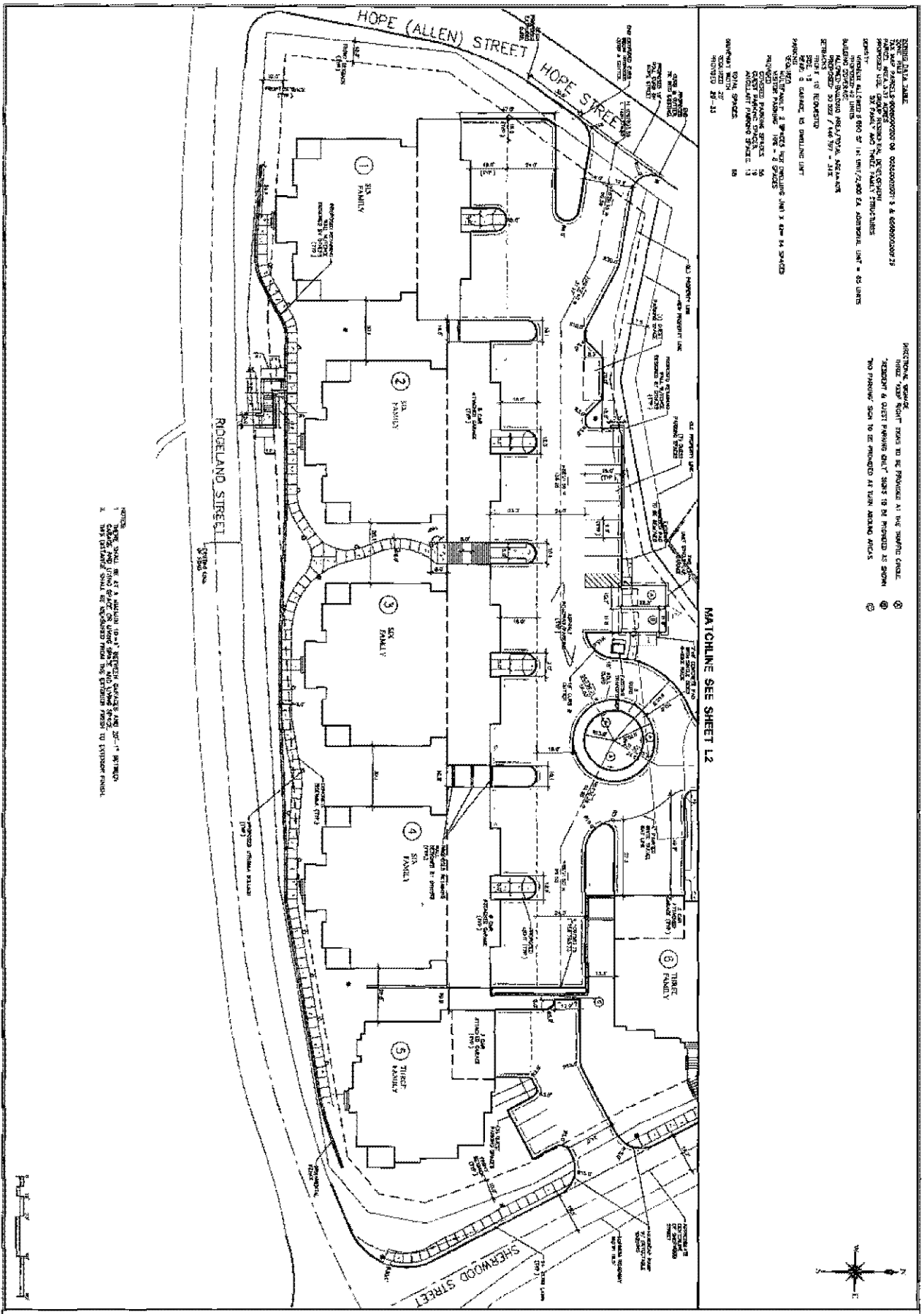
MILONE & MACBROOM, INC.



By: Paul F. Mills  
Its: Project Engineer  
Date: 1/16/12

[PLANS FOR RIDGELAND THE PARK  
HORIZONTAL PROPERTY REGIME ARE ATTACHED]





GENERAL NOTES:  
 1. THE DEVELOPER'S RESPONSIBILITY FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS IS THE RESPONSIBILITY OF THE DEVELOPER.  
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.  
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.  
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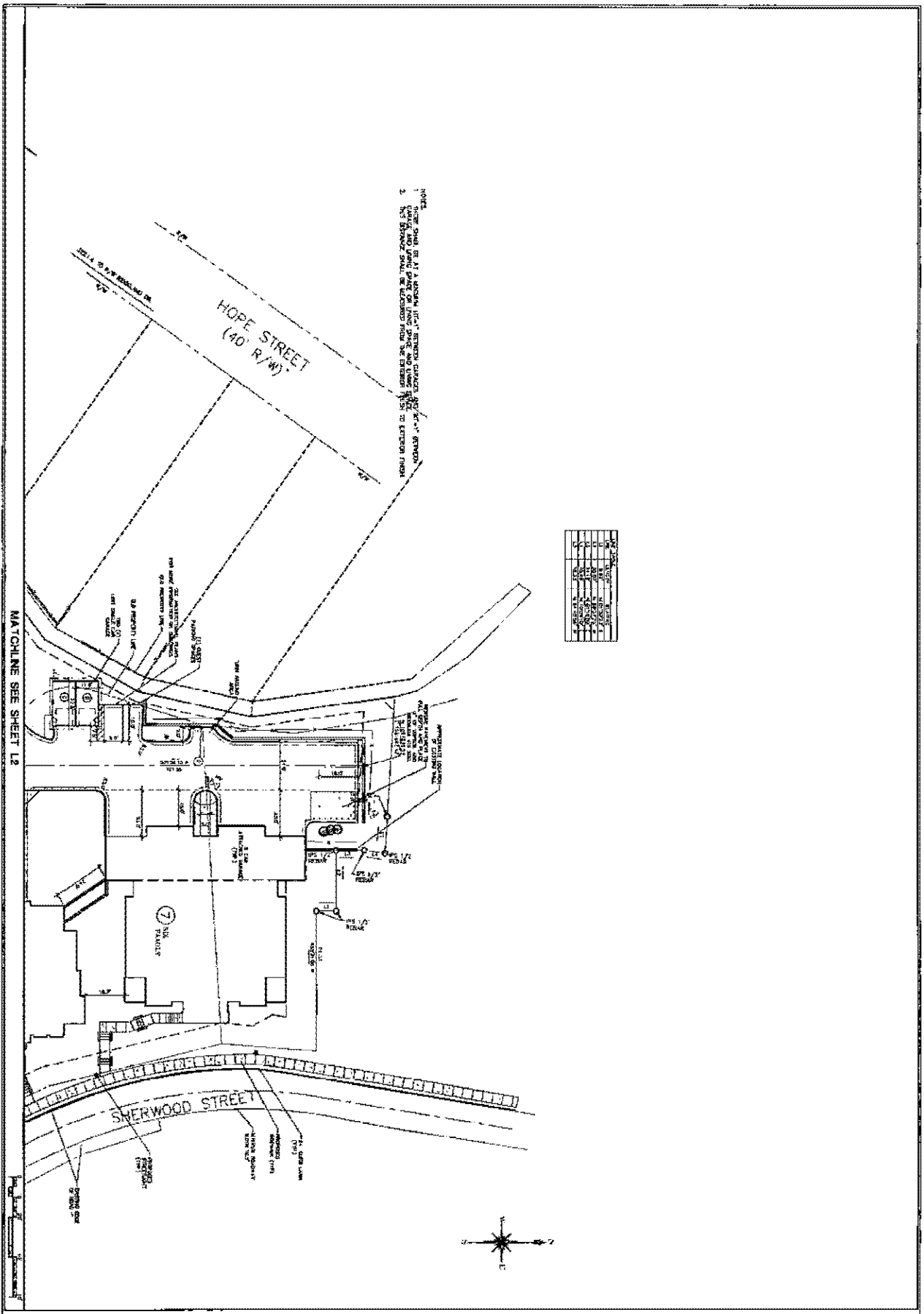
SYMBOLS:  
 1. UNITS TO BE PROVIDED AT THE DEVELOPER'S OPTION.  
 2. UNITS TO BE PROVIDED AT THE DEVELOPER'S OPTION.  
 3. UNITS TO BE PROVIDED AT THE DEVELOPER'S OPTION.  
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 10. UNITS TO BE PROVIDED AT THE DEVELOPER'S OPTION.

MATCHLINE SEE SHEET L2

NOTES:  
 1. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.  
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<p><b>LANDSCAPE PLAN</b>                  RIDGELAND AT THE PARK                  DEVELOPED BY LANDQUEST, LLC                  RIDGELAND DRIVE                  GREENVILLE, SOUTH CAROLINA</p>		<p>REVISIONS</p> <table border="1"> <tr><td>1</td><td>DATE</td><td>DESCRIPTION</td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	1	DATE	DESCRIPTION																												<p>REVISIONS</p> <table border="1"> <tr><td>1</td><td>DATE</td><td>DESCRIPTION</td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	1	DATE	DESCRIPTION																												<p>MILONE &amp; MACBROOM, INC.</p> <p>3076 Park Street                  Greenville, South Carolina 29601                  (864) 271-4100 Fax (864) 271-4103                  www.miloneandmacbroom.com</p>
1	DATE	DESCRIPTION																																																														
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NOTE:  
 1. HOPE STREET IS AT A BROADWAY 110'-0" BETWEEN CHANGES 40'-0" R/W  
 2. HOPE STREET AND SHERWOOD STREET ARE 40'-0" R/W  
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE EXISTING PAVEMENT

NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			

DATE	BY	APP'D
08/14/12	J. M. BROWN	J. M. BROWN
08/14/12	J. M. BROWN	J. M. BROWN

LAYOUT PLAN  
**RIDGELAND AT THE PARK**  
 DEVELOPED BY LANDQUEST, LLC  
 RIDGELAND DRIVE  
 GREENVILLE, SOUTH CAROLINA

REVISIONS

1	J. M. BROWN	CONSTRUCTION CHANGE
2	J. M. BROWN	CONSTRUCTION CHANGE
3	J. M. BROWN	CONSTRUCTION CHANGE
4	J. M. BROWN	CONSTRUCTION CHANGE
5	J. M. BROWN	CONSTRUCTION CHANGE

REVISIONS

1	J. M. BROWN	CONSTRUCTION CHANGE
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3	J. M. BROWN	CONSTRUCTION CHANGE
4	J. M. BROWN	CONSTRUCTION CHANGE
5	J. M. BROWN	CONSTRUCTION CHANGE

**MILONE & MACBROOM**  
 3678 Fish Street  
 Greenville, South Carolina 29601  
 (864) 234-6914 Fax (864) 214-4212  
 www.miloneandmacbroom.com

## EXHIBIT D

## Schedule of Common Interest and Basic Values

Unit Designation	Basic Value	Common Interest
Building 1, Unit 100	\$428,750.00	2.46%
Building 1, Unit 101	\$428,750.00	2.46%
Building 1, Unit 200	\$473,900.00	2.71%
Building 1, Unit 201	\$473,900.00	2.71%
Building 1, Unit 300	\$483,900.00	2.77%
Building 1, Unit 301	\$483,900.00	2.77%
Building 2, Unit 100	\$428,750.00	2.46%
Building 2, Unit 101	\$428,750.00	2.46%
Building 2, Unit 200	\$473,900.00	2.71%
Building 2, Unit 201	\$473,900.00	2.71%
Building 2, Unit 300	\$483,900.00	2.77%
Building 2, Unit 301	\$483,900.00	2.77%
Building 3, Unit 100	\$428,750.00	2.46%
Building 3, Unit 101	\$428,750.00	2.46%
Building 3, Unit 200	\$473,900.00	2.71%
Building 3, Unit 201	\$473,900.00	2.71%
Building 3, Unit 300	\$483,900.00	2.77%
Building 3, Unit 301	\$483,900.00	2.77%
Building 4, Unit 100	\$428,750.00	2.46%
Building 4, Unit 101	\$428,750.00	2.46%
Building 4, Unit 200	\$473,900.00	2.71%
Building 4, Unit 201	\$473,900.00	2.71%
Building 4, Unit 300	\$483,900.00	2.77%
Building 4, Unit 301	\$483,900.00	2.77%
Building 5, Unit 100	\$584,900.00	3.36%
Building 5, Unit 200	\$594,900.00	3.41%
Building 5, Unit 300	\$614,900.00	3.53%
Building 6, Unit 100	\$584,900.00	3.36%
Building 6, Unit 200	\$594,900.00	3.41%
Building 6, Unit 300	\$614,900.00	3.53%
Building 7, Unit 100	\$428,750.00	2.46%
Building 7, Unit 101	\$428,750.00	2.46%
Building 7, Unit 200	\$473,900.00	2.71%
Building 7, Unit 201	\$473,900.00	2.71%
Building 7, Unit 300	\$483,900.00	2.77%
Building 7, Unit 301	\$483,900.00	2.77%
36 Apartments	\$17,454,900.00	100%



## EXHIBIT D CONTINUED

The "Basic Values" listed above are illustrative and were established by Developer solely for the purpose of being used to calculate the ownership rights of Unit Owners in the Common Elements as required by the Horizontal Property Act and should be used for that purpose only irrespective of any sales price provided to a Unit Owner by Developer or the actual values of each Unit. The Basic Values listed above are binding on the Developer and subsequent Unit Owners solely and exclusively for the purpose of determining the ownership rights of the Unit Owners in the Common Elements as required by the Horizontal Property Act. It is expressly agreed that the Developer and each subsequent Unit Owner reserve the right to allocate different values to the Units for any other purpose.

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FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD  
2012004379 Book: DE 2399 Page: 5487-5495  
January 19, 2012 02:32:46 PM

*Timothy J. Hanney*