

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SIXTH AMENDMENT TO THE MASTER DEED OF
RIDGELAND AT THE PARK HORIZONTAL PROPERTY
REGIME (ORIGINAL RECORDED IN DEED BOOK DE 2220
AT PAGE 1427).

WHEREAS, The Master Deed Creating and Establishing a Horizontal Property Regime of Ridgeland at the Park (the "*Association*") was recorded August 8, 2006, in the Office of the Register of Deeds for Greenville County in Deed Book DE 2220 at Page 1427 (as further amended and supplemented the "*Master Deed*"); and

WHEREAS, the Master Deed was amended by the following instruments: A First Amendment to the Master Deed Creating an Establishing a Horizontal Property Regime ("*First Amendment*") dated June 20, 2007 and recorded July 2, 2007 in the Office of the Register of Deeds for Greenville County in Deed Book DE 2276 at Page 343; A Second Amendment to Master Deed Creating and Establishing a Residential Horizontal Property Regime ("*Second Amendment*") dated October 30, 2008 and recorded November 3, 2008 in the Office of the Register of Deeds for Greenville County in Deed Book DE 2345 at Page 1319; A Third Amendment to Master Deed Creating and Establishing a Horizontal Property Regime ("*Third Amendment*") dated September 1, 2011 and recorded September 9, 2011 in the Office of the Register of Deeds for Greenville County in Deed Book DE 2393 at Page 4970; A Fourth Amendment to Master Deed Creating and Establishing a Residential Horizontal Property Regime ("*Fourth Amendment*") dated January 13, 2012 and recorded January 19, 2012 in the Office of the Register of Deeds for Greenville County in Deed Book DE 2399 at Page 5487; and A Fifth Amendment to the Master Deed Creating and Establishing a Residential Horizontal Property Regime ("*Fifth Amendment*") dated August 2, 2012 and recorded August 2, 2012 in the Office of the Register of Deeds for Greenville County in Deed Book DE 2409 at Page 4941; and

WHEREAS, Article XIII, of the Master Deed provides that an amendment to the Master Deed shall require the consent of 75% of all Unit Owners at a meeting duly held for such purpose and consent of all holders of mortgages constituting first liens thereon; and

WHEREAS, a meeting of the members was held on May 6, 2015, with notice of said meeting and a copy of the Proposed Amendments to the Master Deed being delivered on April 15, 2015, and with a quorum of the membership being present; and

WHEREAS, 36 ballots were cast at the meeting; 33 members voted in favor of all amendments with the exception of Paragraph 13 regarding leasing and 36 members unanimously voted in favor of the remaining amendments.

WHEREAS, the Association, having met the aforementioned requirements, seeks to amend the Master Deed as follows:

1. Repeal that portion of the Fifth Amendment to the Master Deed purporting to allocate the Common Expenses amongst the Unit Owners based upon a square footage calculation attendant to each Unit as it is in violation of SC Code Ann § 27-31-190, which requires that common expenses be shared on a pro rata basis in accordance with the value of an individual unit with relation to the value of the whole property. Accordingly, Exhibit A to the Fifth Amendment is repealed.
2. Amend Exhibit D to the Master Deed with the Attached Amended Exhibit D as a matter of necessity to reflect the actual regime as-built, which consists of thirty-six (36) units. The original Master Deed contemplated forty-two (42) units. Additionally, the Developer re-allocated square footage of certain units after the recordation of the Master Deed. The appropriate square footage of the units as-built is calculated into each unit's basic value in Amended Exhibit D, which appropriately allocates the pro-rata interest of each unit in the regime based on value, pursuant to SC Code Ann § 27-31-190. This Amended Exhibit D supersedes and replaces all prior exhibits allocating the percent interest in the regime. Additionally, the Amended Exhibit D- Table of Assignments is also incorporated herein as a matter of necessity to properly reflect the assignment of Common Element and Limited Common Element space by the Developer to individual Unit Owners.
3. Repeal that portion of the Fifth Amendment to the Master Deed affecting Article IV, Section 8 of the Bylaws, and purporting to increase the quorum from fourteen (14) to eighteen (18) Units as it is in violation of the SC Code Ann § 37-31-20(e), which requires a majority of the total interest in the regime to act.
4. Amend Article IV, Section 8 of the Bylaws as follows:
Section 8. Quorum of Unit Owners: The presence at a meeting, whether in person or by proxy, of Members entitled to cast Fifty-One Percent (51%) of the total votes of the Members of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.
5. Repeal that portion of the Fifth Amendment to the Master Deed affecting Article VI, Section 1(B)(v) of the Bylaws disregarding the requirement for an annual financial audit of the Association.
6. Amend Article IV, Section 1(B)(v) of the Bylaws as follows:

At the discretion of the Board of Directors, an audit of the accounts of the Horizontal Property Regime may be made annually by a certified public accountant and a copy of the report shall be furnished to each Unit Owner upon request.

- 7. Ratify the Fourth Amendment to the Master Deed affecting Articles II(p) and II(h) of the Master Deed and including all Exhibits thereto. Amended Exhibit D-Table of Assignments sets forth the Garage assignment to applicable Units and the square footage of the Garages.**
- 8. Ratify that portion of the Third Amendment purporting to modify Exhibit B by revising the Common Elements and Building Plans for Buildings 3, 7 and 8 as a matter of necessity to properly reflect the regime as-built.**
- 9. Repeal that portion of the Second Amendment to the Master Deed affecting Articles XVI(d) and XVI(e) purporting to exempt the Developer from the payment of Assessments.**
- 10. Repeal that portion of the First Amendment affecting Articles XVI(d) and XVI(e) purporting to exempt the Developer from the payment of Assessments.**
- 11. Modify Article III, Section 5(B) of the Bylaws as follows:**

A member of the Horizontal Property Regime Board duly elected by the Unit Owners may be removed upon majority vote of the unit owners with or without cause at a special meeting called for that purpose.

- 12. Modify Article IV Section 10 of the Bylaws as follows:**

A vote may be cast in person or by proxy. To be valid, proxies must be fully signed and acknowledged by the Unit Owner and must, together with the Unit Owner's certificate showing he is entitled to vote, be filed with the Secretary. An appointment of a proxy is effective when received by Secretary. A proxy may be revoked by the Unit Owner by appearance in person at the meeting or by signing and delivering to the Secretary a writing stating that the appointment of the proxy is revoked.

- 13. Amend Article VI, Section 5A of the Bylaws by adding the following:**

No more than three (3) Units may be leased at any time.

No Unit may be leased more than a total of thirty six (36) months within any consecutive one hundred twenty (120) month period.

Leases shall be provided to the Board of Directors to be maintained on file. The Board shall not have the authority to approve or disapprove of tenants, only the format and content of the lease instrument.

All leases shall contain a provision acknowledging the Master Deed, Bylaws and Regulations of the Association and shall state that any violation thereof by the Tenant shall constitute grounds for eviction by the Association as Attorney in Fact for the Unit Owner.

Any Unit in violation of this Section 5 as of the date of execution hereunder, must provide notice of such violation to the Association. Violating Units will be grandfathered in until such time as the violating lease is terminated by the Owner, the Tenant or by its natural term.

A reasonable administration and repair fee shall be due by the Owner upon provision of the lease to the Association at each change of tenancy. This fee covers the administrative tasks of reviewing and maintaining leases as well as incidental costs and repairs to Common Elements caused by moving in and moving out of tenants.

14. Modify Article VI, Section 3A of the Bylaws by deleting this section in its entirety and substituting the following:

- A. The Horizontal Property Regime Board shall obtain and maintain, to the extent available fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the Horizontal Property Regime Buildings, including all of the apartment Units, but excluding the kitchen appliances initially installed therein by the Developer or installed at any point thereafter, covering the interest of the Horizontal Property Regime organization, the Horizontal Property Regime Board, an all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to not less than 100% of the full replacement value of each of the Buildings; water damage insurance; and such other insurance as the Horizontal Property Regime Board may determine.

Costs of insurance coverage as required herein shall be included in the annual Common Charges levied against all unit owners pursuant to the terms of the Master Deed and Bylaws. In the event that the Common Charges are insufficient to cover any increased premium or deductible amount, the Horizontal Property Regime Board shall have the right to levy Special Assessments against all Unit Owners in proportion to their respective Common Interests.

15. Amend Article VI, Section 3 of the Bylaws by adding the following:

- A. Every Unit Owner shall be obligated to obtain and maintain at all times insurance covering his or her Unit. Upon request by the Board, the Owner shall furnish a

copy of such insurance policy or policies to the Association. In the event that any such Owner fails to obtain insurance as required by this paragraph, the Association may purchase such insurance on behalf of the Owner and assess the costs thereof to the Owner, to be collected in the manner provided for Special Assessments pursuant to the terms of the Master Deed and Bylaws.

All capitalized terms not defined herein shall have the meaning set forth in the Master Deed.

If any term or condition of this Amendment conflicts with the terms or conditions of the Master Deed, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Master Deed shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has by its duly authorized officer set its hand and seal this day of JUNE 5, 2015 (the "Execution Date"), and by doing so acknowledges and affirms that the amendment requirements of the Master Deed have been met and therefore the provisions contained in this Amendment have been duly approved and authorized by the Members of the Association.

WITNESSES:

[Signature]
(witness #1)
[Signature]
(witness #2)

ASSOCIATION:

Ridgeland at the Park Horizontal Property Regime

By: [Signature]
Print Name: RICHARD ONEILL
Its: PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF Anderson)

ACKNOWLEDGEMENT

I, Lesla m. Vermillion, a Notary Public for the State of South Carolina, do hereby certify that Ridgeland at the Park Horizontal Property Regime, by RICHARD ONEILL, its PRESIDENT personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 5th day of June, 2015.

[Signature]
Notary Public for South Carolina
My Commission Expires: 03-31-2021

AMENDED EXHIBIT D

Unit Designation	Basic Value	Common Interest
Building 1, Unit 100	439,863.48	2.52%
Building 1, Unit 101	438,117.99	2.51%
Building 1, Unit 200	481,755.24	2.76%
Building 1, Unit 201	434,627.01	2.49%
Building 1, Unit 300	485,246.22	2.78%
Building 1, Unit 301	485,246.22	2.78%
Building 2, Unit 100	439,863.48	2.52%
Building 2, Unit 101	436,372.50	2.50%
Building 2, Unit 200	434,627.01	2.49%
Building 2, Unit 201	439,863.48	2.52%
Building 2, Unit 300	483,500.73	2.77%
Building 2, Unit 301	483,500.73	2.77%
Building 3, Unit 100	459,063.87	2.63%
Building 3, Unit 101	464,300.34	2.66%
Building 3, Unit 200	483,500.73	2.77%
Building 3, Unit 201	474,773.28	2.72%
Building 3, Unit 300	528,883.47	3.03%
Building 3, Unit 301	492,228.18	2.82%
Building 4, Unit 100	434,627.01	2.49%
Building 4, Unit 101	439,863.48	2.52%
Building 4, Unit 200	434,627.01	2.49%
Building 4, Unit 201	436,372.50	2.50%
Building 4, Unit 300	483,500.73	2.77%
Building 4, Unit 301	483,500.73	2.77%
Building 5, Unit 100	546,338.37	3.13%
Building 5, Unit 200	607,430.52	3.48%
Building 5, Unit 300	623,139.93	3.57%
Building 6, Unit 100	553,320.33	3.17%
Building 6, Unit 200	534,119.94	3.06%
Building 6, Unit 300	621,394.44	3.56%
Building 7, Unit 100	499,210.14	2.86%
Building 7, Unit 101	462,554.85	2.65%
Building 7, Unit 200	483,500.73	2.77%
Building 7, Unit 201	434,627.01	2.49%
Building 7, Unit 300	572,520.72	3.28%
Building 7, Unit 301	418,917.60	2.40%
36 Apartments	17,454,900.00	100.00%

AMENDED EXHIBIT D- TABLE OF ASSIGNMENTS

Unit	Sq/Ft	Garage	Garage Sq/Ft	Limited Common Storage	Storage/Lobby Sq/Ft
176-100	2210	176-2	247	1st floor - 1 closet	26
176-101	2210	Detached A	264	None	
176-200	2210	176-3 & 4	508	None	
176-201	2210	175-5	247	None	
176-300	2221	176-1	474	3rd Floor - 2 Closets	50
176-301	2221	176-6	474	3rd Floor - 2 Closets	50
172-100	2210	172-3	247	1st floor - 1 closet	26
172-101	2210	172-4	254	None	
172-200	2210	172-2	247	None	
172-201	2210	172-5	254	1st floor - 1 closet	26
172-300	2210	172-1	474	3rd Floor - 2 Closets	50
172-301	2210	172-6	474	3rd Floor - 2 Closets	50
168-100	2325	168-5	247	1st floor - 1 closet	26
168-101	2340	168-4	254	1st floor - 1 closet	26
168-200	2219	168-2 & Det C	511	None	
168-201	2210	168-6	474	None	
168-300	2462	168-1	474	3rd Floor - 2 Closets	50
168-301	2210	168-3 & Det B	518	3rd Floor - 2 Closets	50
164-100	2210	164-2	247	None	
164-101	2210	164-5	254	1st floor - 1 closet	26
164-200	2210	164-3	247	None	
164-201	2210	164-4	254	None	
164-300	2210	164-1	474	3rd Floor - 2 Closets	50
164-301	2210	164-6	474	3rd Floor - 2 Closets	50
160-100	2786	160-3	250	1st floor - 1 closet	48
160-200	2786	160-2	246	2d floor - above garage	400
160-300	2770	160-1	345	3d floor - above garage	408
123-100	2761	160-3	250	None	118
123-200	2770	160-2	246	None	
123-300	2770	160-1	345	3d floor - above garage	398
119-100	2328	119-6	474	1st floor - 1 closet	26
119-101	2340	119-4	247	1st floor - 1 closet	26
119-200	2210	119-2 & Det D	518	None	
119-201	2210	119-5	247	None	
119-300	2710	119-1	474	3rd Floor - 2 Closets	50
119-301	2062	119-3	254	3rd Floor - 2 Closets	50