

STATE OF SOUTH CAROLINA) SECOND AMENDMENT TO MASTER DEED OF SIX FIFTY SIX HORIZONTAL PROPERTY REGIME

WHEREAS, WCB, LLC, a South Carolina limited liability company ("WCB") did execute that certain Master Deed of Six Fifty Six Horizontal Property Regime dated March 19, 2007 and recorded in the RMC Office for Charleston County on March 20, 2007 in Book E619 at Page 738, as amended by that certain First Amendment to Master Deed of Six Fifty Six Horizontal Property Regime dated December 23, 2008 and recorded in the RMC Office for Charleston County on December 23, 2008 in Book 0026 at Page 509 (collectively, the "Master Deed");

WHEREAS, pursuant to that certain Assignment of Developers Rights dated December 30, 2008 and recorded in the RMC Office for Charleston County on December 31, 2008 in Book 0027 at Page 655, WCB assigned, set over and conveyed to 656 Coleman, LLC, a South Carolina limited liability company (the "Developer"), all of its rights, titles and interest as the Developer under the Master Deed;

WHEREAS, pursuant to Section 6.3 of the Master Deed, the Developer reserved the right to unilaterally amend the Master Deed so long as the Developer is a Unit Owner (as defined in the Master Deed) and such amendment does not materially effect the ownership interest of any Unit Owner;

WHEREAS, Units 401, 402, 403, 404, 405, 406, 407, 408, 409 and 410 (collectively, the "400 Units") are designated by the Master Deed as residential and associated live/work units as follows:

Residential Unit	Associated Live/Work Unit	
402	401	
404	403	
406	405 –	
408	407	
410	409	

WHEREAS, the 400 Units have been constructed as residential units only with minor construction changes to facilitate the singular, residential use of such units;

WHEREAS, the Developer is a Unit Owner and desires to amend the Master Deed to reflect that the 400 Units be residential units only; and

WHEREAS, the owners of the 400 Units consent to this Amendment.

NOW, THEREFORE, Developer hereby amends the Master Deed as follows:

. 1. The foregoing recitals are incorporated by reference herein. All capitalized terms in this Amendment to the extent not otherwise expressly defined or as modified herein, including the above recitals, will have the same meanings given to such term in the Master Deed. Except as amended herein, the terms and conditions of the Master Deed shall continue in full force and effect and hereby ratified and reinstated in their entirety.

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- 2. The 400 Units are hereby designated as Residential Units and all references in the Master Deed to the 400 Units as Live/Work Units are hereby deleted. The 400 Units shall be combined and referred to as follows:
 - a. Units 402 and 401 shall be referred to collectively as Unit 402.
 - b. Units 404 and 403 shall be referred to collectively as Unit 404.
 - c. Units 406 and 405 shall be referred to collectively as Unit 406.
 - d. Units 408 and 406 shall be referred to collectively as Unit 408.
 - e. Units 410 and 409 shall be referred to collectively as Unit 410.
- 3. Without limitation, the following provisions of the Master Deed are amended to reflect the following:
 - a. Sections 2.4(A), 2.4(C), and 2.4(E) are hereby amended to reflect sixty-six total units.
 - b. Section 2.4(A) is hereby amended to reflect fourteen (14) Units as designated live/work units.
 - c. The table set forth in Section 5.4(A) is hereby amended to remove Units 401, 403, 405, 407 and 409 from the "Associated Live/Work Column".
 - d. Exhibit "B" is hereby amended with respect to Building 400 to remove reference to Live/Work Units and to reflect the following:

Building 400 – Residential Units – Unit 402, Unit 404, Unit 406, Unit 408 and Unit 410.

- e. Exhibit "C" is hereby amended as follows:
 - i. All references to Units 401, 403, 405, 407, and 409 are hereby deleted.
 - ii. The descriptions for Units 402, 404, 406, 408, and 410 are hereby deleted in their entirety and replaced with the following:

Unit 402. This Residential Unit is located in Building 400 and contains approximately 570 square feet on the first floor, approximately 924 square feet on the second floor and approximately 1,100 square feet on the third floor, for a total of approximately 2,594 square feet of Unit space. Interior stairs connect the first, second and third floors of the Unit.

Unit 404. This Residential Unit is located in Building 400 and contains approximately 515 square feet on the first floor, approximately 875 square feet on the second floor and approximately 990 square feet on the third floor, for a total of approximately 2,380 square feet of Unit space. Interior stairs connect the first, second and third floors of the Unit.

Unit 406. This Residential Unit is located in Building 400 and contains approximately 515 square feet on the first floor, approximately 905 square feet on the second floor and approximately 1,050 square feet on the third floor, for a total of approximately 2,470 square feet of Unit space. Interior stairs connect the first, second and third floors of the Unit.

Unit 408. This Residential Unit is located in Building 400 and contains approximately 515 square feet on the first floor, approximately 875 square feet on the second floor and approximately 990 square feet on the third floor, for a total of approximately 2,380 square feet of Unit space. Interior stairs connect the first, second and third floors of the Unit.

Unit 410. This Residential Unit is located in Building 400 and contains approximately 570 square feet on the first floor, approximately 924 square feet on the second floor and approximately 1100 square feet on the third floor, for a total of approximately 2,594 square feet of Unit space. Interior stairs connect the first, second and third floors of the Unit.

- f. Exhibit "D" to the Master Deed is hereby amended as follows:
 - i. All references to Units 401, 403, 405, 407, and 409 are hereby deleted.

ii. The assigned values and percentage interests for Units 402, 404, 406, 408, and 410 are hereby deleted in their entirety and replaced with the following:

<u>Unit</u>	<u>Square</u>	Value	Interest Stated
	Footage		in Percentage
			Interest per Act
402	2,594	648,500	1.970%
404	2,380	595,000	1.851%
406	2,470 -	617,500	1.921%
408	2,380	595,000	1.851%
410	2,594	648,500	1.977%

[Signature Pages and Schedule to Follow.] [Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Developer has caused this Second Amendment to the Master Deed of Six Fifty Six Horizontal Property Regime to be executed on this 21 day of November, 2011.

DEVELOPER:

656 COLEMAN, LLC,

a South Carolina limited liability company

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, Jouce AND CUR (Notary Public), do hereby certify that 656 Coleman, LLC, by HOMAS, its AVHORIZED AGENT personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 21 day of November 2011.

Sublic for South Carolina

Commission Expires:

JOYCE ANN CANTY **NOTARY PUBLIC** SOL THE CAROLINA

Y COMMISSION EXPIRES 12-15-18

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IN WITNESS WHEREOF, Morty C. Dubos + Fronces L., the owner of Units 403 and 404, has caused this Second Amendment to be executed as of this day of
Penruary, 2012.
By: Monty C. Du Bose and Frances L. [Owner of Unit Numbers 403 and 404
Owner of Unit Numbers 403 and 404 Witness No. 1 War Callers
Witness No. 2
STATE OF SOUTH CAROLINA) ACKNOWLEDGMENT COUNTY OF CHARLESTON)
I, JANA L. JONES (Notary Public), do hereby certify that L. Dubese personally appeared before me this day and acknowledged
the due execution of the foregoing instrument.
Witness my hand and seal this 1 day of February, 2012.
Notary Public for South Carolina My Commission Expires Notary Public, South Carolina My Commission Expires My Commission Expires
March 01, 2020

	d Eric Neison and Kimberly Ann Neison, the owners of ond Amendment to be executed as of this 23 day of
WITNESSES: Witness No. 2	Todd Eric Neison Kimberly Ann Neison
	Owners of Unit Numbers 405 and 406
STATE OF SOUTH CAROLINA)	ACKNOWLEDGMENT
COUNTY OF CHARLESTON)	ACKINO WELD GIVELY
I, Amber L. Carey (N Neison personally appeared before me foregoing instrument.	otary Public), Todd Eric Neison and Kimberly Ann this day and acknowledged the due execution of the
Witness my hand and seal this 2	3 day of April , 2012.
Ohnber	° ₹
Notary Public for South Carolina My Commission Expires:	AMBER L. CAREY
Control of the Contro	Notary Public, South Carolina My Commission Expires March 16, 2017

IN WITNESS WHEREOF, 408, has caused this Second Amer February, 2012. WITNESSES: Witness 40. 1 Witness No. 2	Rebecca Denman the owner of Units 407 and address to be executed as of this
(NDIANA STATE OF SOUTH CAROLINA) MARION) COUNTY OF CHARLESTON)	ACKNOWLEDGMENT
PENMAN REBECCA DENMAN person the due execution of the foregoing instru	5 Aday of <u>FESRUARY</u> , 2012.

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IN WITNESS WHEREOF, The Soid borger, by Jam, the owner of Units 409 and 410, has caused this Second Amendment to be executed as of this Methoday work	RMC BK
IN WITNESS WHEREOF, Jan Soid bost, 85 , the owner of Units 409 and	02
410, has caused this Second Amendment to be executed as of this day not	72
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WITNESSES:	•••
WITNESSES: Jahn Sputhy by James Spielberger as atterney in fact	2
	10
By: John Spidloger	*
Owner of Unit Numbers 409 and 410	

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

I, John S (Notary Public), do hereby certify that

John S (Notary Public), do hereby certify that

the due execution of the foregoing instrument.

Witness my hand and seal this day of Motor, 2012.

Notary Public for South Carolina

My Commission Expires: 3112020

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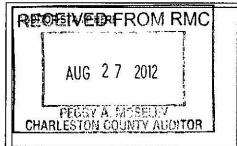
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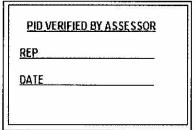
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