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CYNTHIA B FORTE

BERKELEY COUNTY REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #:

2017019272

Receipt Number:

59163

Recorded As:

AMENDMENT

Recorded On:

May 31, 2017

Recorded At:

03:44:59 PM

Recorded By:

ORTEZ HOWELL

Book/Page:

RB 2476: 352 - 355

Total Pages:

Return To:

WOODDY LAW FIRM, MT PLEASANT

622 JOHNNIE DODDS BLVD

MT PLEASANT, SC, 29464

Received From:

WOODDY LAW FIRM LLC

Parties:

Direct- OAKS AT RIVERSIDE NORTH PROPERTY

Indirect- OAKS AT RIVERSIDE NORTH HORIZONTAL

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:

\$10.00

Tax Charge:

\$0.00



ynthia B Forte - Register of Deeds

WHEN RECORDED, RETURN TO:

The Wooddy Law Firm, LLC 622 Johnnie Dodds Blvd. Mt. Pleasant, SC 29464 The Wooddy Law Firm, LLC 622 Johnnie Dodds Blvd. Mt. Ploagant, SC 29464-3013

STATE OF SOUTH CAROLINA)	FIRST AMENDMENT TO THE MASTER DEED
)	OF THE OAKS AT RIVERSIDE NORTH
COUNTY OF BERKELEY)	HORIZONTAL PROPERTY REGIME

THIS FIRST AMENDMENT TO THE MASTER DEED OF THE OAKS AT RIVERSIDE NORTH HORIZONTAL PROPERTY REGIME (hereinafter, the "Amendment") is effective as of this day of May, 2017 (hereinafter, the "Effective Date"), by THE OAKS AT RIVERSIDE NORTH PROPERTY OWNERS ASSOCIATION, INC., a nonprofit, non-stock South Carolina corporation (hereinafter, the "Association").

WHEREAS, Joseph Bartone, John Truesdell, David E. Hatchell (aka Davie E. Hatchell), Candace O. Hatchell, Raymond D. Turner III, Cynthia J. Turner, Myra Hayden Richey, Helen J. Wooddy, Robert A. Behringer, Donna L. Behringer, Mary V. Propes, The Estate of Carl Lizza, Jr., and Elizabeth Bild (hereinafter, collectively, the "*Declarant*") previously executed that certain Master Deed of the Oaks at Riverside North Horizontal Property Regime (hereinafter, the "*Regime*"), which document was recorded October 30, 2015 in the ROD Office for Berkeley County in Book 2047, at Page 751 (hereinafter, the "*Master Deed*");

WHEREAS, pursuant to Section 15.2 of the Master Deed, the Board of Directors of Association, which was created in order to manage the business and affairs of the Regime, has the right to amend the Master Deed: (A) upon the vote of Members of the Association holding at least sixty-seven per cent (67%) of the total vote in the Association at a duly called meeting of the Association, consistent with the terms, provisions, and requirements of the Master Deed and other Regime Instruments, as defined in the Master Deed; and (B) by the recording of an amendment to the Master Deed in the ROD Office for Berkeley County; and

WHEREAS, by a vote of seventy-seven and 77/100 (77.77%) percent of the Members in the Association, the Members have elected to amend the Master Deed as set forth herein.

- 1. Article IV of the Master Deed is amended to include the following language:
 - 4.12 <u>Payment of Capital Contributions upon Sale of Units</u>. The Association shall collect a non-refundable contribution to the capital budget of the Association from each Purchaser of a Unit in the amount equal to one-half of one percent (1/2%) of the sales price of such Unit (hereinafter, a "Capital Contribution upon Sale"). The Association shall determine, in its sole discretion, how to utilize these Capital Contributions upon Sale of the Units.
 - 4.13 Payment of Move-In Fee upon Occupancy of Units. For any Unit which an Owner leases his Unit to a non-owner of the Unit, the Association shall collect a non-refundable fee to the capital budget of the Association in an amount equal to One Thousand and NO/100 (\$1,000.00) Dollars (hereinafter, a "Move-In Fee"). The Association shall determine, in its sole discretion, how to utilize these Move-In Fees. All Move-In Fees

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shall be due and payable to the Association at the time a non-owner of a Unit commences occupancy of such Unit.

Miscellaneous Provisions and Rules of Construction. The invalidity of any provision of this Amendment shall not be deemed to impair or affect, in any manner, the validity, enforceability, or effect of the remaining provisions thereof or the provisions of the Master Deed. In the event that any provision of this Amendment is deemed to be invalid by the proper authority, all of the other provisions thereof shall continue in full force and effect. The provisions of this Amendment shall be binding upon and shall inure to the benefit of the owners of each of the Units, and the heirs, personal representatives, successors, and assigns of the Owners thereof. Except as specifically set forth herein, the Master Deed shall remain in full force and effect. However, in the event of a conflict between the provisions of the Master Deed and the provisions of this Amendment, the provisions of this Amendment shall control.

*** Signatures on Following Page ***
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WITNESS our Hands and Seals this 17 day of May, 2017.

I, the undersigned notary, a Notary Public for the State of South Carolina, do hereby certify that Charles G. Bild, as Vice-President of **THE OAKS AT RIVERSIDE NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a nonprofit, non-stock South Carolina corporation, personally appeared before me this /7 day of May, 2017 and acknowledged the due execution of the foregoing instrument.

My commission expires: 8-24-22