



BP0257955

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STATE OF SOUTH CAROLINA) AMENDMENT TO MASTER DEED OF
) THE RIVERSIDE HORIZONTAL PROPERTY REGIME
COUNTY OF CHARLESTON) (f/k/a MOORINGS HORIZONTAL PROPERTY REGIME

WHEREAS the Riverside Horizontal Property Regime (f/k/a The Moorings Horizontal Property Regime) was established by Master Deed dated April 8, 1987 and recorded in Book V163, page 605 with the RMC Office for Charleston County, South Carolina, and amended by instruments dated April 13, 1987, January 9, 1989, July 19, 1999, February 10, 2004, and February 20, 2004; and

WHEREAS, said Master Deed provides in Article XII that the Master Deed may be amended by affirmative vote of two-thirds (2/3) of the owners; and

WHEREAS, two-thirds (2/3) of the co-owners have approved the Amendment as set forth herein;

NOW THEREFORE, the Master Deed establishing the Moorings Horizontal Property Regime is hereby amended as follows:

1) Article IX, Section 1 currently states:

Section 1. Hazard Insurance. The Board shall be authorized to insure the Condominium Property, as it may be constituted from time to time, against loss or damage due to fire, windstorm, lightning, wind-driven water, earthquake, and flood, with extended coverage, in an amount not less than the maximum insurable replacement value of the Condominium Property as determined by periodic appraisals of the Condominium Property for insurance valuation purposes by a qualified appraiser not less frequently than every other year. The Board may also obtain an agreed value endorsement each year to the master policy and the amount of coverage shall in no event be less than the agreed value. The Board shall also have the authority to insure against other hazards and risks as it may deem desirable for protection off the Condominium Property. All hazard insurance shall cover the entire Condominium Property, exclusive only of those items within the individual Apartments as described in Section 7 of this Article IX. These requirements regarding insurance shall include the following:

- (a) All hazard insurance policies obtained shall designate the Board as the named insured, as Insurance Trustee for the benefit of all owners and their mortgagees collectively, as their respective interests may appear. In the event of loss or damage, all insurance proceeds shall be paid to the Board as Insurance Trustee under the provisions of this Master Deed.
- (b) All hazard insurance policies obtained by the Board shall provide for the issuance of certificates of insurance to each Owner. Each certificate shall evidence the insurance

coverage of the master policy and shall indicate the amount of insurance covering the building within which the Apartment is located. If an Apartment is mortgaged, a certificate of insurance shall also be issued to the mortgagee bearing a standard mortgagee endorsement, if requested in writing.

(c) In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Board of Directors hereunder be affected or diminished by insurance purchased by individual owners or their mortgagees.

(d) Each Owner may obtain additional insurance at his own expense, provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Board of Directors may have in force on the Property at any particular time.

(e) Each mortgagee of which the Board has notice, as evidenced by a certificate of insurance having been requested and issued to said mortgagee, shall be entitled to receive upon request a copy of each appraisal as called for in Section 1 above.

(f) Each hazard insurance policy shall contain mortgagee provision designating the interest of the various mortgagees as to the various Apartments within the Regime which are covered by the master policy. Such policies shall also provide that they shall not be cancelled without giving thirty (30) days prior written notice to all such mortgagees about which the insurer has been given written notice as described in Section 1 (e) of this Article IX.

Article IX Section 1 is hereby amended to state:

Section 1. Hazard Insurance. The Board shall be authorized to insure the Condominium Property, as it may be constituted from time to time, against loss or damage due to fire, windstorm, lightning, wind-driven water, earthquake, and flood, with extended coverage, in an amount not less than the maximum insurable replacement value of the Condominium Property as determined by periodic appraisals of the Condominium Property for insurance valuation purposes by a qualified appraiser at such times as the Board, in its discretion, deems an appraisal is necessary. The Board may also obtain an agreed value endorsement each year to the master policy and the amount of coverage shall in no event be less than the agreed value. The Board shall also have the authority to insure against other hazards and risks as it may deem desirable for protection of the Condominium Property. All hazard insurance shall cover the entire Condominium property. These requirements regarding insurance shall include the following:

(a) All hazard insurance policies obtained shall designate the Board as the named insured, as Insurance Trustee for the benefit of all owners and their mortgagees collectively, as their respective interests may appear. In the event of loss or damage, all insurance proceeds shall be paid to the Board as Insurance Trustee under the provisions of this Master Deed.

(b) All hazard insurance policies obtained by the Board shall provide for the issuance of certificates of insurance to each Owner. Each certificate shall evidence the insurance coverage of the master policy and shall indicate the amount of insurance covering the building within which the Apartment is located. If an Apartment is mortgaged, a certificate of insurance shall also be issued to the mortgagee bearing a standard mortgagee endorsement, if requested in writing.

(c) In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Board of Directors hereunder be affected or diminished by insurance purchased by individual owners or their mortgagees.

(d) Each Owner may obtain additional insurance at his own expense, provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Board of Directors may have in force on the Property at any particular time.

(e) Each mortgagee of which the Board has notice, as evidenced by a certificate of insurance having been requested and issued to said mortgagee, shall be entitled to receive upon request a copy of each appraisal as called for in Section 1 above.

(f) Each hazard insurance policy shall contain mortgagee provision designating the interest of the various mortgagees as to the various Apartments within the Regime which are covered by the master policy. Such policies shall also provide that they shall not be cancelled without giving thirty (30) days prior written notice to all such mortgagees about which the insurer has been given written notice as described in Section 1 (e) of this Article IX.

2) Article IX Section 7 currently states:

Section 7. Insurance by Owners. Each Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property, floor coverings, wall coverings, decorations, light fixtures, internal partition walls (not including those separating two or more apartments) internal doors, heating and cooling equipment and duct work, plumbing fixtures, hot water heaters, appliances and furnishings within his own Apartment and all additions and improvements made by him to his Apartment. Moreover, each Owner shall also be responsible for obtaining, at his own expense, insurance for theft, and insurance covering his liability for the safety of the premises within his

Apartment and on the Limited Common Elements appurtenant thereto. All such insurance policies, to the extent obtainable, shall include, however, provisions waiving (1) any right of the insurer to subrogation claims against the Council and against individual Owners, as well as their agents, servants, employees, and guests; and (2) any right of the insurer to contribution or pro-ration because of the master hazard policy.

Article IX Section 7 is hereby amended to state:

Section 7. Insurance by Owners. Each Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property and furnishings within his own Apartment and all additions and improvements made by him to his Apartment. Moreover, each Owner shall also be responsible for obtaining, at his own expense, insurance for theft, and insurance covering his liability for the safety of the premises within his Apartment and on the Limited Common Elements appurtenant thereto. All such insurance policies, to the extent obtainable, shall include, however, provisions waiving (1) any right of the insurer to subrogation claims against the Council and against individual Owners, as well as their agents, servants, employees, and guests; and (2) any right of the insurer to contribution or pro-ration because of the master hazard policy.

Article III, Section 2 currently states:

Section 2. General Common Elements. The location of the General Common Elements are shown, insofar as possible, on the Plot Plan and the Plans and the General Common elements consist of those elements of the Property defined as General Common elements by the Act and also include the following:

- (a) The land on which the Building stands, more fully described above, together with all of the other real property described in Exhibit "A";
- (b) The foundations, main walls, common storage areas, roofs, walkways, lobbies, stairways, elevators, railings and entrance and exit or communication ways.
- (c) The yards, gardens, shrubs, vegetation, boardwalks, exterior lights, trash containers, fire alarms, fire hoses, fire hydrants, signs, storm drainage system and dryer exhausts, except as otherwise provided or stipulated;

(d) The compartments for and installations of common services such as power, light, telephone, cable television, gas, water, heating and air conditioning, sewer, water tanks and pumps, trash disposal facilities, and the like;

(e) The parking areas, roads, driveways and all appurtenances thereto;

(f) In general, all devices or installations existing for common use;

(g) All other elements of the property rationally of common use or necessary to its existence, upkeep and safety.

Article III, Section 2 is hereby amended to state:

Section 2. General Common Elements. The location of the General Common Elements are shown, insofar as possible, on the Plot Plan and the Plans and the General Common elements consist of those elements of the Property defined as General Common elements by the Act and also include the following:

(a) The land on which the Building stands, more fully described above, together with all of the other real property described in Exhibit "A";

(b) The foundations, main walls, common storage areas, roofs, walkways, lobbies, stairways, elevators, railings, awnings and entrance and exit or communication ways.

(c) The yards, gardens, shrubs, vegetation, boardwalks, exterior lights, trash containers, fire alarms, fire hoses, fire hydrants, signs, storm drainage system and dryer exhausts, except as otherwise provided or stipulated;

(d) The compartments for and installations of common services such as power, light, telephone, cable television, gas, water, heating and air conditioning, sewer, water tanks and pumps, trash disposal facilities, and the like;

(e) The parking areas, roads, driveways and all appurtenances thereto;

(f) In general, all devices or installations existing for common use;

(g) All other elements of the property rationally of common use or necessary to its existence, upkeep and safety.

In all other respects, the Master Deed recorded in Book V-163 at page 605 and all amendments of record thereto shall remain in full force and effect.

(SIGNATURE PAGES FOLLOW.)

THE RIVERSIDE HORIZONTAL PROPERTY REGIME
(f/k/a MOORINGS HORIZONTAL PROPERTY REGIME)

WITNESS:

#11

Jean Wald
[Signature]

By: STRICKLAND FAMILY LP
Print Name: DR GEORGE C STRICKLAND
Its: Co-Owner

Jean Wald
DR

By: PAULETTE GETZ
Print Name: PAULETTE GETZ
Its: Co-Owner

Jean Wald
DR
Jean Wald
DR

#8
By: Agent for EAU CLAIRE PROPERTIES LLC
Print Name: Wendy J. Jones
Its: Co-Owner
#9
Print Name: Wendy J. Jones
Its: Co-Owner
J. David Jones, member of Eau Claire Properties, LLC

Doris L Dixon
[Signature]

By: JOAN D Wald
Print Name: JOAN D Wald
Its: Co-Owner
J. David Jones, member of Eau Claire Properties, LLC

Jean Wald
DR

By: Jan E. Jacobson
Print Name: Jan E. Jacobson
Its: Co-Owner
Jean D. Griffin
Jean D. Griffin

Jean Wald
DR

By: Doris L Dixon Trustee
Print Name: DORIS L DIXON, Trustee for
Its: Co-Owner DORIS L. DIXON Trust

Jean Wald
DR

By: James L. Dodson Jr
Print Name: James L. Dodson Jr
Its: Co-Owner Lillian H. Dodson
Lillian H. Dodson

Jean Wald
DR

By: LAVONNE C WALKER
Print Name: LAVONNE C WALKER
Its: Co-Owner

Jean Wald
Dm

By: Jane W. Thomas
Print Name: JANE W. THOMAS
Its: Co-Owner

Jean Wald
Dm

By: Arthur Anthony Ball
Print Name: Arthur A. Ball
Its: Co-Owner Lynne Julia Ball
Lynne Julia Ball

Jean Wald
Dm

By: John J. Kennedy
Print Name: John J. Kennedy
Its: Co-Owner

Jean Wald
Dm

By: Amanda M. Hodge
Print Name: Amanda M. Hodge
Its: Co-Owner

By: _____
Print Name: _____
Its: Co-Owner

By: _____
Print Name: _____
Its: Co-Owner

By: _____
Print Name: _____
Its: Co-Owner

By: _____
Print Name: _____
Its: Co-Owner

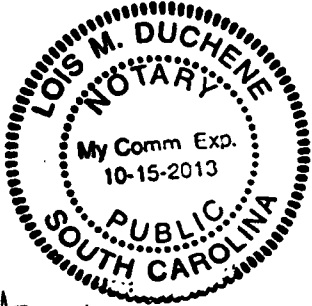
By: _____
Print Name: _____
Its: Co-Owner

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 6th day of June, 2012, by George C. Strickland, Managing Member of Strickland Family LP, Paulette Getz, J. David Jones ^{member} (for Unit 8 & 9), ^{D.} Joan Wald, Jan G. Jacobson, Jean D. Griffin, Doris L. Dixon, as Trustee of the Doris L. Dixon Trust, James L. Dodson, Jr., Lillian H. Dodson, Lavonne C. Walker, James W. Thomas, Arthur Anthony Ball, Lynne Julie Ball, John J. Kennedy and Amanda M. Hodge.

Lois M. Duchene

Notary Public for South Carolina
Commission Expires: 10/15/13
(Affix Seal)



of Glen Clair Properties, LLC

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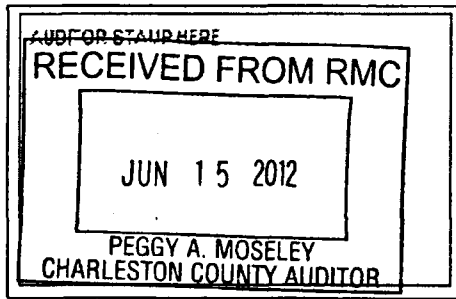
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