

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 #:	2020011476	Return To:	WODDY LAW FIRM, MT PLEASANT
Receipt Number:	161414		622 JOHNNIE DODDS BLVD
Recorded As:	AMENDMENT		MT PLEASANT, SC, 29464
Recorded On:	April 01, 2020	Received From:	WODDY LAW FIRM, MT PLEASANT
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Recorded By:	DONNA SMITH		Direct- OAKS AT RIVERSIDE NORTH PROPERTY
Book/Page:	RB 3317: 923 - 929		Indirect- OAKS AT RIVERSIDE NORTH HORIZONTAL
Total Pages:	7		

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$25.00
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Cynthia B. Forte
Cynthia B Forte - Register of Deeds

Doc: 2020011476
Total Pages: 7

WHEN RECORDED, RETURN TO:

The Woody Law Firm, LLC
622 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464

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

THIS SECOND AMENDMENT TO THE MASTER DEED OF THE OAKS AT RIVERSIDE NORTH HORIZONTAL PROPERTY REGIME (hereinafter, the "Amendment") is effective as of this 7 day of January, 2019 (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. Woody, 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.

NOW, THEREFORE, the Association, on behalf of the Owners of the Units in the Regime, hereby amends the Master Deed as set forth below:

1. Because of a scrivener's error in Section 9.15 of the Master Deed, the second paragraph of Section 9.15 is hereby deleted in its entirety and is replaced with the following language:

The designated/assigned parking spaces shown in Exhibit D shall be considered Limited Common Elements in accordance with Section 3.6 of this Master Deed.

2. Exhibit G to the Master Deed constitutes the Bylaws of the Association. Because of a scrivener's error in Section 1.4 of the Bylaws, Section 1.4 of the Bylaws is hereby deleted in its entirety and is replaced with the following language:

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1.4 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Master Deed of THE OAKS AT RIVERSIDE North Horizontal Property Regime filed in the Office of the Register of Deeds for Berkeley County, South Carolina, as it may be amended (the "Master Deed"), unless the context indicates otherwise.

3. The page of the Master Deed entitled "Garage Floor Plan," which was part of Exhibit C, is hereby deleted in its entirety and is replaced with the drawing attached hereto as **Exhibit 1** (hereinafter, the "**Garage Floor Plan**"). With the replacement of this new Garage Floor Plan, it is the intent of the Members and the Association to:

- 3.1 Make the area identified in the Garage Plan as "201 72 SF" a Limited Common Element for the exclusive use of the Owner of Unit 201.
- 3.2 Make the area identified in the Garage Plan as "202 72 SF" a Limited Common Element for the exclusive use of the Owner of Unit 202.
- 3.3 Make the area identified in the Garage Plan as "203 72 SF" a Limited Common Element for the exclusive use of the Owner of Unit 203.
- 3.4 Make the area identified in the Garage Plan as "301 74 SF" a Limited Common Element for the exclusive use of the Owner of Unit 301.
- 3.5 Make the area identified in the Garage Plan as "302 74 SF" a Limited Common Element for the exclusive use of the Owner of Unit 302.
- 3.6 Make the area identified in the Garage Plan as "303 74 SF" a Limited Common Element for the exclusive use of the Owner of Unit 303.
- 3.7 Make the area identified in the Garage Plan as "401 65 SF" a Limited Common Element for the exclusive use of the Owner of Unit 401.
- 3.8 Make the area identified in the Garage Plan as "402 80 SF" a Limited Common Element for the exclusive use of the Owner of Unit 402.
- 3.9 Make the area identified in the Garage Plan as "403 80 SF" a Limited Common Element for the exclusive use of the Owner of Unit 403.

4. Section 3.1 of the Bylaws is hereby deleted in its entirety and is replaced with the following language:

3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Developer, the directors shall be Owners who reside in their Units for at least a portion of each year, so long there are enough resident-Owners willing to serve as directors. If there are not enough resident-Owners willing to serve as directors, any such vacant director seats may be filled by nonresident-Owners. No Owner shall be eligible to serve as a director

if any assessment for such person's Unit is delinquent. A resident with no ownership interest in a Unit shall be ineligible to serve as a director. In the case of a Member who is not a natural person, any officer, director, partner, employee or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, however, no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by the Developer.

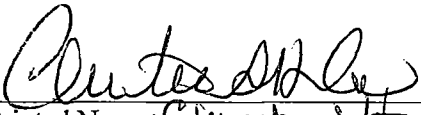
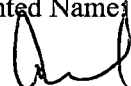
5. Miscellaneous Provisions and Rules of Construction. The invalidity of any provision of this Amendment shall not be deemed to impair or affect, in any manner, the validity, enforceability, or effect of the remaining provisions thereof or the provisions of the Master Deed. In the event that any provision 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 7th day of January, ²⁰²⁰2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**THE OAKS AT RIVERSIDE NORTH
PROPERTY OWNERS ASSOCIATION,
INC.**, a nonprofit, non-stock South Carolina
corporation


Printed Name: Christina S Hahn

Printed Name: Andrew L McEachern


BY: Raymond D Turner III
ITS: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, the undersigned notary, a Notary Public for the State of South Carolina, do hereby certify that Raymond D Turner III as President of **THE OAKS AT RIVERSIDE NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a nonprofit, non-stock South Carolina corporation, personally appeared before me this 7th day of January, 2020 and acknowledged the due execution of the foregoing instrument.


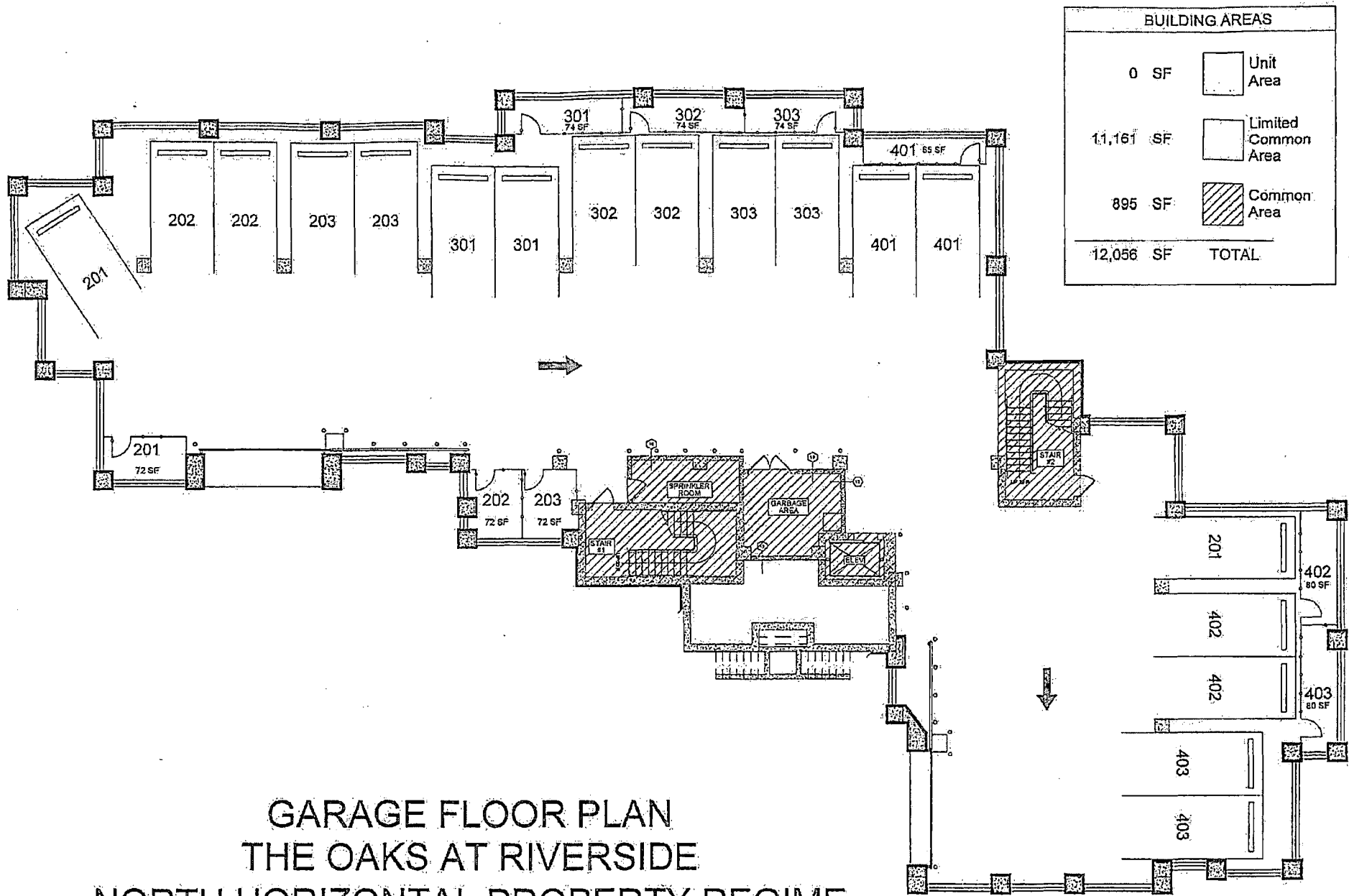

NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 3-18-24

EXHIBIT 1

Garage Floor Plan

See Attached



**GARAGE FLOOR PLAN
THE OAKS AT RIVERSIDE
NORTH HORIZONTAL PROPERTY REGIME**
DIMENSIONS AND OPTIONS MAY VARY DUE TO FIELD CHANGES