

REC'D. PAYMENT 7-27 09
PER CLERK CFB
RMC OFFICE 2.31 0070-567
CHARLESTON COUNTY, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) FOURTH AMENDMENT TO MASTER DEED
) OF RENAISSANCE ON CHARLESTON
) HARBOR HORIZONTAL PROPERTY REGIME

KNOWN BY ALL MEN BY THESE PRESENTS that this Fourth Amendment to Master Deed of Renaissance on Charleston Harbor Horizontal Property Regime ("Fourth Amendment") is made this day of July 23, 2009, by Renaissance on Charleston Harbor Homeowners Association ("Association").

WHEREAS by Master Deed the Association is a Home Owner's Association governing the horizontal property regime known as Renaissance on Charleston Harbor located at 100North Plaza Court, Mt. Pleasant, Charleston County, South Carolina, registered and licensed in the State of South Carolina as a mutual benefit non-profit corporation, recorded in the Office of the Register of Mesne Conveyances for Charleston County, in Deed Book B404 at Page 201;

and amended by First Amendment to Master Deed of Renaissance on Charleston Harbor Horizontal Property Regime, recorded in the Office of the Register of Mesne Conveyances for Charleston County, in Deed Book B404 at Page 390;

and amended by Second Amendment to Master Deed of Renaissance on Charleston Harbor Horizontal Property Regime, recorded in the Office of the Register of Mesne Conveyances for Charleston County in Deed Book B415 at Page 001;

and amended by Third Amendment to Master Deed of Renaissance on Charleston Harbor Horizontal Property Regime, recorded in the Office of the Register of Mesne Conveyances for Charleston County in Deed Book R606 at Page 598.

WHEREAS, Article of XV of the Master Deed of Renaissance on Charleston Harbor Horizontal Property Regime dated April 24, 2002 ("Master Deed") provide for the amendment to the Master Deed; and

WHEREAS, the Association, in accordance with the procedures as set forth in Article XV of the Master Deed did in fact approve this Forth Amendment by a vote at a meeting held on June 16, 2009;

NOW THEREFORE, the Association does hereby amend the Master Deed as follows:

Article VIII, Section 8.3 shall be amended by replacing it with the following paragraphs:

Section 8.3 Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in this Article is caused through the willful or negligent act of an Owner or the lessee of an Owner, their families, invitees or guests, or the Owner's pets, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs will be added to and become a part of the Assessment to which such Owner and his Unit are subject. Each Owner will maintain, repair or replace at his own expense all portions of his Unit which may become in need thereof, including the heating and air-conditioning system for such Unit, all bathroom and kitchen fixtures and appliances, light fixtures, interior non-loadbearing walls, carpeting, drapes, windows, screens and other items within the Unit. Further, each Owner will, at his own expense, maintain, repair and replace, when necessary, that portion of the heating and air-conditioning

system exclusively servicing his Unit which is located outside his Unit. Each Owner will, at his own expense, keep the Limited Common Area to which his Unit has exclusive access and to which he has exclusive use clean and neat, and will except as otherwise noted herein, conduct maintenance and repair thereto as necessary. If the Owner does not make those repairs required to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired by the Association and the cost thereof will be assessed against the Owner and Unit owned by such Owner.

Exceptions to Owner maintenance and repair are repairs or maintenance problems due to the failure of a building infrastructure item within the Limited Common Area or other items listed in the following examples (all exterior to the Units): doors and windows, surface cracking, guard rails, columns, stucco, brick, painted surfaces, caulking, insulation on any air-conditioning pipes and light fixtures. Additionally, elevators, storage, trash and maintenance rooms listed as Limited Common Area (see example on Exhibit "C" to Master Deed Building A – Basement Floor Plan – Terrace Level) are included in this exception. The Association will be responsible for the costs, maintenance and repair of such items. If such maintenance or repair is due to an action taken on the part of an Owner or the lessee of an Owner, their families, invitees, or guests, or the Owner's pets, the Association will be responsible for conducting such repairs, but the owner will be responsible for the cost of such repairs and the Association will bill such owner for the repair cost.

Owners are hereby notified of the following Unit temperature control recommendations in order to insure proper humidity levels to protect woodwork, furniture, and electronic equipment in the Units: During the summer months, no higher than eighty (80°) degrees; during the winter months, no lower than fifty (50°) degrees. Owners are responsible for any damage to their Units or to the contents of their Units if these temperature control recommendations are not adhered to.

IN WITNESS WHEREOF, Association has caused this Fourth Amendment to Master Deed to be executed to be effective as of this 23 day of July, 2009.

WITNESS:

Faith Irwin
Shelly Bateman
Sharon M. Bateman

RENAISSANCE ON CHARLESTON
HARBOR HOMEOWNERS'
ASSOCIATION

M. Joel Bateman
By: M. Joel Bateman
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who being duly sworn, says that s/he say the within-named Renaissance on Charleston Harbor Homeowners' Association, by Joel Bateman, its President, sign, seal and as its act and deed deliver the within-written Fourth Amendment to Master Deed and s/he with the other witness whose signature appears above witnesses the execution thereof.

Faith Irwin
WITNESS

SWORN TO before me this
27 day of July, 2009

Gloria M. Robel

Notary Public for South Carolina
My Commission expires: 11-15-2017

