

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

SECOND AMENDMENT TO MASTER
DEED ESTABLISHING WASHINGTON
PARK EAST HORIZONTAL PROPERTY
REGIME

NOV 21 11 1984
DORIS S. WATKINS

WHEREAS, by Master Deed dated November 22, 1983, recorded in the RMC Office for Greenville County in Deed Book 1177, at Pages 691 through 731, inclusive, WESCO, INC. created and established a plan for dwelling ownership for WASHINGTON PARK EAST HORIZONTAL PROPERTY REGIME; and

WHEREAS, Wesco, Inc., the Sponsor, subsequently sold two Condominium Units of the Horizontal Property Regime; thereafter one of the Units was repurchased by Wesco, Inc., and the undersigned parties are the sole owners of all units of the Horizontal Property Regime; and

WHEREAS, Community Bank is the sole Mortgagee holding a mortgage over units in the Horizontal Property Regime; and

WHEREAS, Article VII of the Master Deed and Article VIII of the By-Laws of the Washington Park East Association of Residence Owners, Inc. provide for amendments to the condominium documents, and it is desired to amend the same.

WHEREAS, it is the present intention of WESCO, INC., the Sponsor of WASHINGTON PARK EAST HORIZONTAL PROPERTY REGIME, to develop the property bordering the property under this Regime other than as an extension of this Regime, this Amendment is to make definite the Sponsor's right to do this and to provide for the relocation of the Regime's common access driveway to East Washington Street.

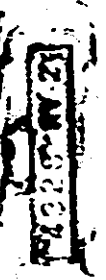
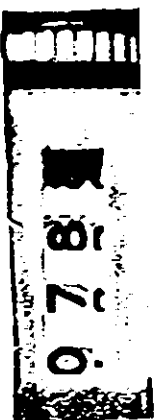
NOW THEREFORE, the undersigned, being the Sponsor, the only mortgage holder, all the unit owners comprising Washington Park East Horizontal Property Regime, all the Association Members comprising Washington Park East Association of Residence Owners, Inc. and the Association do hereby amend said Master Deed and Exhibits attached hereto, establishing WASHINGTON PARK EAST HORIZONTAL PROPERTY REGIME, as follows:

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1. Article V and Article VI are hereby amended by adding the following paragraph to the end of each Article:

The above language in no way restricts or limits the

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Sponsor, its successors and assigns, in its use or development of real property shown as Intended Phase II and Intended Phase III in Exhibit B, and as described in Exhibit F, except to the extent it develops this property in combination with Phase I property described in Exhibit A, as is specifically provided for in Article V and Article VI of the Master deed and except as to the easement crossing such property as is provided for in Exhibit A of the Master Deed.

2. By adding the following article to the Master Deed:

ARTICLE XXXIII

Anything in this Master Deed to the contrary notwithstanding, the Sponsor, its successors and assigns, in no way is restricted or limited in its use or development of the real property shown as Intended Phase II and Intended Phase III on Exhibit B, and as described in Exhibit F of the Master Deed, except to the extent it develops this property in combination with Phase I property described in Exhibit A, as is specifically provided for in Article V and Article VI of the Master Deed and except as to the easement crossing such property as is provided for in Exhibit A of the Master Deed.

3. Article XIII is to be amended to read Four (4) everywhere Fourteen (14) appears in this Article.

4. As set out in Articles I, II and III, and anywhere subsequently referred to in the Master Deed, Exhibits, Amendments, or by plat references, Exhibits A and B are hereby replaced by Revised Exhibits A and B which are attached hereto and made a part hereof with revised Exhibit B being also recorded in the RMC Office for Greenville County, S.C. in Plat Book 1071, Page 64.

IN WITNESS WHEREOF, the undersigned being the Sponsor, the only mortgage holder, all the Unit Owners of Washington Park East Horizontal Property Regime, all the Association Members of Washington Park East Association of Residence Owners, Inc. and this, the Association, have caused these presents to be executed this 23^d day of October, 1984.

IN THE PRESENCE OF:

[Signature]
[Signature]

WESCO, INC., as Sponsor, Unit Owner and Association Member

By [Signature]
John F. Palmer, President
By [Signature]
William Bashor, Jr., Secretary

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1071-64

WASHINGTON PARK EAST ASSOCIATION OF RESIDENCE OWNERS, INC.

G. H. Philgott

By M. William Bashor, Jr.
H. William Bashor, Jr., President

Clavis J. Bradley

By John F. Palmer
John F. Palmer, Secretary

INDIVIDUAL OWNERS AND ASSOCIATION MEMBERS:

IN THE PRESENCE OF:

G. H. Philgott

By James R. Murray, Jr.
James R. Murray, Jr.

Clavis J. Bradley

By Ann M. Murray
Ann M. Murray

COMMUNITY BANK

G. H. Philgott

By W. P. Rowan
Its Executive Vice President

Clavis J. Bradley
As to Community Bank

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY APPEARED the undersigned witness who, on oath, states that (s)he saw the within named WESCO, INC., by its duly authorized officers; WASHINGTON PARK EAST ASSOCIATION OF RESIDENCE OWNERS, INC., by its duly elected officers, James R. Murray, Jr., and Ann M. Murray sign, seal, and as their act and deed, deliver the within written Second Amendment to Master Deed; and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 24th day of Oct, 1984.

G. H. Philgott
Notary Public for South Carolina

Clavis J. Bradley

My Commission expires: 11/21/90

0790

11/21/90

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY APPEARED the undersigned witness who, on oath, states that (s)he saw the within named COMMUNITY BANK, by its duly authorized officer, sign, seal, and as its act and deed, deliver the within written Second Amendment to Master Deed; and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 21st
day of Oct., 1984.

Oliver J. Bradley

R. H. Philbrick
Notary Public for South Carolina

My Commission expires: 11/21/90

[Handwritten signature]

DESCRIPTION OF PROPERTY CONTAINED IN PHASE I
WASHINGTON PARK EAST HORIZONTAL PROPERTY REGIME

ALL that certain piece, parcel or lot of land, situate, lying and being on the southeastern intersection of Washington Street and Nash Street, in the City and County of Greenville, South Carolina being shown and designated on a Revised Plat of WASHINGTON PARK EAST, PHASE I, dated October 15, 1984, prepared by Kermit T. Gould, RLS, recorded in the RMC Office for Greenville County in Plat Book 198 at Page 64, and having according to said Plat, the following metes and bounds:

BEGINNING at an iron pin at the intersection of Washington Street and Nash Street and running thence with Washington Street, N 72-45 E, 100 feet to an iron pin; thence S 17-15 E, 150 feet to an iron pin; thence S 72-45 W, 100 feet to an iron pin on the eastern side of Nash Street; thence with Nash Street, N 17-15 W, 150 feet to an iron pin, the point of beginning.

SAVING, EXCEPTING AND RESERVING unto the Sponsor, its successors and assigns, however only in connection with the development of Intended PHASE II and Intended PHASE III of WASHINGTON PARK EAST HORIZONTAL PROPERTY REGIME as set forth in the Master Deed, an easement for ingress and egress from time to time by foot or vehicular traffic and for utility purposes over the asphalt drive areas lying within the boundary of the submitted PHASE I property as shown on the above-referred to Plat. Said easement is for the mutual benefit of PHASE I and the two Intended Phases of WASHINGTON PARK EAST HORIZONTAL PROPERTY REGIME and is a non-exclusive appurtenant easement which shall run with the land and is essentially necessary for the enjoyment of all the land and to the development of Intended PHASE II and Intended PHASE III and is for commercial purposes and is transferable by the Sponsor by deed or mortgage in connection with any transfer of Intended PHASE II or Intended PHASE III property as shown on the above-referred to Plat. Utility use as referred to above shall specifically include, but is not limited to, the right to connect to and permanently use the sewer line as shown on said Plat. This easement shall merge into the common use and be a common area of the phases of WASHINGTON PARK EAST HORIZONTAL PROPERTY REGIME if they are taken into the Regime. WASHINGTON PARK EAST HORIZONTAL PROPERTY REGIME shall be responsible for maintenance of the roadway, sewer line and other utility facilities within its property lines.

ALSO an easement for ingress and egress from time to time by foot or vehicular traffic and for utility purposes over the asphalt drive areas designated access easement, lying outside the above-submitted property extending from PHASE I property to Nash Street and from PHASE I property to Washington Street as shown on the above-referred to Plat and set out below. Said easement is for the mutual benefit of Phase I, Intended Phase II and Intended Phase III properties as shown on above-referred to Plat and is a non-exclusive appurtenant easement which shall run with the land and is essentially necessary for the enjoyment of the above described PHASE I property and is for a commercial purpose and shall be transferable by deed, mortgage or otherwise upon any conveyance or transfer of the property conveyed above, whether by condominium unit or otherwise. Utility use as referred to above shall specifically include, but is not limited to, the right to connect to and permanently use the sewer line as shown on said Plat. This easement is to merge into the common use and be a common area of the phases of WASHINGTON PARK EAST HORIZONTAL PROPERTY REGIME by amendment along with other common roadway and utility uses shown on future plats of said phases if Intended phases are added to the Regime as provided for in the Master Deed. The Sponsor, its successors and assigns, shall be responsible for one-half the maintenance of the roadway within its boundary and WASHINGTON PARK EAST HORIZONTAL PROPERTY REGIME shall be responsible for the other one-half of this roadway maintenance. The Sponsor, its successors and assigns shall be responsible for all of the maintenance of sewer lines and other utility easement facilities within its property lines. A metes and bounds description of these access easement areas according to above plat is as follows: AS TO THE NASH STREET EASEMENT: Beginning at an iron pin on the west side of Nash Street at the joint corner of Phase I property and Intended Phase III property; thence with Nash Street N 23-51 W 96.1 feet to old iron pin; thence S 80-36 E 30 feet to iron pin; thence N 16-53 E 104 feet to iron pin; thence S 72-45 W 22 feet to beginning corner. AS TO THE WASHINGTON STREET EASEMENT: Beginning at an iron pin on the south side of Washington Street at the joint corners of Phase I property and Intended Phase II property; thence with joint line of said lot S 17-15E 25 feet to an iron pin; thence N 26-35 E 34.66 feet to an iron pin on Washington Street; thence with Washington Street S 72-46W 24 feet to beginning.

DERIVATION: Deed from Blue Ridge Production Credit Association, recorded September 10, 1981, in Deed Book 1154, page 880. Concerning Easements, see Deed Book 1159, Page 652; Deed Book 1162, page 662, and Deed Book 1164, page 323.

REVISED EXHIBIT "A"

RECORDED IN DEED BOOK 1154

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RECORDED



 [Handwritten signature and initials, possibly 'JPP']

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