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Re-recorded to correct a scrivener error regarding Book and Page of Master Deed.

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

**AMENDMENT TO MASTER DEED
 FOR LONG GROVE HORIZONTAL
 PROPERTY REGIME**

THIS AMENDMENT to the Master Deed for Long Grove Horizontal Property Regime dated the 31st day of December, 2014.

WHEREAS, the Master Deed for Long Grove Horizontal Property Regime, dated April 18, 2005, hereinafter "Master Deed", was recorded in the RMC Office for Charleston County, South Carolina on April 26, 2005 in Book 4-533 , at Page 15 ; and

WHEREAS, Paragraph 22 of the Master Deed provides, in part, that the Master Deed may be amended upon the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the Total Association Vote; and

WHEREAS, two-thirds (2/3) of the Total Association Vote approved the Amendments set forth hereinbelow by affixing their respective signatures to a written consent containing the precise text of the said Amendments.

NOW, THEREFORE, Paragraph 15 the Master Deed is amended as follows:

DELETE existing Paragraph 15 and substitute the following Paragraph 15:

15. LEASING.

Except as hereinafter set forth, the leasing of Units shall be permitted within the Regime. "Leasing", for the purposes of this Master Deed, is defined as regular, exclusive occupancy of a Unit by any Person other than the owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute Leasing hereunder.

- (a) Short-Term Leasing Prohibited. The leasing of a Unit by an Owner, or other person or entity acting on Owner's behalf, for a period of less than thirty (30) days shall be prohibited. In the event Association determines that an Owner has leased a Unit in violation of this section (a), Association may immediately prohibit use by such tenant(s) of the Regime's recreational facilities and amenities including, but not limited to, the swimming pool, fitness room and clubhouse.
- (b) Liability for Assessments, Use of Common Elements and Compliance with Master Deed, Bylaws and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:



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- (i) Compliance with Master Deed, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Master Deed, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The owner shall cause all Occupants of his or her Unit to comply with the Master Deed, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a Person living with the lessee, violates the Master Deed, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Master Deed, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with South Carolina law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Master Deed, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorneys' fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.

- (ii) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.
- (iii) Liability for Assessments. When an Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay

assessments or other charges, lessee shall pay to the Association all amounts authorized under the Master Deed as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Master Deed, as it may have been amended from time to time, shall remain in full force and effect.

WITNESSETH:

LONG GROVE PROPERTY OWNERS ASSOCIATION, INC.

Stacie Stuart
[Signature]

BY: [Signature]
Michael O'Halloran
Its: President

BY: [Signature]
William Schumacher
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) PROBATE

PERSONALLY APPEARED before me the undersigned witness, and made oath that (s)he saw the within named Long Grove Property Owners Association, Inc. by and through, Michael O'Halloran, its President, and William Schumacher, its Secretary, sign, seal and as its act and deed, sign the within written Amendment and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this 31st
day of December, 2014.
[Signature]
Notary Public for South Carolina
My Commission Expires: 6/13/2017

Stacie Stuart

assessments or other charges, lessee shall pay to the Association all amounts authorized under the Master Deed as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Master Deed, as it may have been amended from time to time, shall remain in full force and effect.

WITNESSETH:

LONG GROVE PROPERTY OWNERS ASSOCIATION, INC.

BY:

Michael O'Halloran
Its: President

Stacie Stuart
[Signature]

BY:

[Signature]
William Schumacher
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, and made oath that (s)he saw the within named Long Grove Property Owners Association, Inc. by and through, Michael O'Halloran, its President, and William Schumacher, its Secretary, sign, seal and as its act and deed, sign the within written Amendment and that (s)he with the other witness witnessed the execution thereof.

Stacie Stuart

SWORN to before me this 31st
day of December, 2014.

[Signature]
Notary Public for South Carolina
My Commission Expires: 6/13/2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CERTIFICATION

We, the undersigned Michael O'Halloran and William Schumacher, as President and Secretary of Long Grove Property Owners Association, Inc., respectively, do hereby certify that the within Amendment was approved by two-thirds (2/3) of the Total Association Vote of the Association in accordance with Paragraph 22 of the Master Deed.

LONG GROVE PROPERTY OWNERS
ASSOCIATION, INC.

Staci Stuart

Tracy M. DTF

BY: Michael O'Halloran
Michael O'Halloran
Its: President

BY: William Schumacher
William Schumacher
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, and made oath that (s)he saw the within named Long Grove Property Owners Association, Inc., by and through, Michael O'Halloran, its President and William Schumacher, its Secretary, sign, seal and as their act and deed, sign the within written Certification; and that (s)he with the other witness witnessed the execution thereof.

Staci Stuart

SWORN to before me this 31st
day of December, 2014.

Tracy M. DTF
Notary Public for South Carolina
My Commission Expires: 6/13/2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CERTIFICATION

We, the undersigned Michael O'Halloran and William Schumacher, as President and Secretary of Long Grove Property Owners Association, Inc., respectively, do hereby certify that the within Amendment was approved by two-thirds (2/3) of the Total Association Vote of the Association in accordance with Paragraph 22 of the Master Deed.

LONG GROVE PROPERTY OWNERS ASSOCIATION, INC.

BY: _____

Michael O'Halloran
Its: President

Stacie Stuart

BY: _____

William Schumacher
William Schumacher
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, and made oath that (s)he saw the within named Long Grove Property Owners Association, Inc., by and through, Michael O'Halloran, its President and William Schumacher, its Secretary, sign, seal and as their act and deed, sign the within written Certification; and that (s)he with the other witness witnessed the execution thereof.

Stacie Stuart

SWORN to before me this 3rd
day of December, 2014.

Notary Public for South Carolina

My Commission Expires: 6/13/2017

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Charlie Lybrand, Register Charleston County, SC		

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PETER J. TECKLENBURG
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Charlie Lybrand, Register Charleston County, SC		

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FEB 27 2015

PETER J. TECKLENBURG
Charleston County Auditor

PID VERIFIED BY ASSESSOR

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