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STATE OF SOUTH CAROLINA
)

AMENDMENT TO THE MASTER DEED
OF CRAFTS HOUSE HORIZONTAL
PROPERTY REGIME
(Cross Reference Tracer: \$155, Page 513)

This Amendment to the Master Deed of Crafts House Horizontal Property Regime is made effective as of July 15, 2017.

WHEREAS, the Master Deed for Crafts House Horizontal Property Regime was recorded in the RMC Office for Charleston County on July 14, 1986 in Book S155 at Page 513; and

WHEREAS, Article 11 of the Master Deed provides that the same may be amended by a vote of not less than seventy-five (75%) percent of the total votes of the Crafts House Homeowners Association, Inc. (the "Association"); and

WHEREAS, a duly called meeting of the members of the Association was held July 15, 2017, at which time the amendments to the Master Deed set forth herein below were approved by members of the Association representing in excess of seventy-five (75%) percent of the total votes of the Association.

NOW, THEREFORE, the Master Deed of Crafts House Horizontal Property Regime is hereby amended as follows:

The following language shall be added to Article XI of the Master Deed:

Section 11.1. <u>Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes.</u>

The Association and Owners (collectively the "Bound Parties") agree to encourage the amicable resolution of disputes between and among themselves involving the regime. Accordingly, each Bound Party covenants and agrees that all claims, grievances and disputes between Bound Parties involving the regime including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Master Deed or the Bylaws of the Association (collectively "Claims"), except for "Exempt Claims", are subject to the procedures set forth in Section 11.3.

- Section 11.2. <u>Exempt Claims</u>. The following Claims ("Exempt Claims") are exempt from the provisions of Section 11.3:
- (A) Any suit by the Association against a Bound Party to enforce any assessments or other charges hereunder;
- (B) Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and other relief the court may deem necessary in

order to maintain the status quo and preserve any enforcement power of the Association hereunder. In the event that the Association seeks such temporary restraining order, and after a judge has either granted or denied the temporary restraining order, the Bound Parties agree to follow the procedure outlined in Section 11.3(B), below, before proceeding further with the underlying litigation;

- (C) Any suit between Owners which does not involve the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Regime;
- (D) Any suit between Bound Parties in which a necessary party to such suit is not a Bound Party; and
- (E) Any suit involving a matter which is not an Exempt Claim under (A)-(D) above but as to which matter the Bound Party against whom the Claim is made waives the mandatory provisions of Section 11.3 below.

Any Bound Party having an Exempt Claim may submit it to the mediation procedure set forth in Section 11.3, but there is no obligation to do so.

- Section 11.3 <u>Mandatory Procedures for Non Exempt Claims</u>. Any Bound Party having a claim ("Claimant") against a Bound Party ("Respondent") involving the Master Deed and/or the Association, other than an Exempt Claim, will not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of the Claim until it has complied with the following procedures.
- (A) Notice. Within a reasonable time after the Claim in question has arisen, and in each event prior to the date when institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitation, Claimant will notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:
- (1) The nature of the Claim, including applicable date, time, location, persons involved, Respondent's role in the Claim and the provisions of the Master Deed or other authority out of which the Claim arises;
- (2) What Claimant wants Respondent to do or not do in order to resolve the Claim; and
- (3) That Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet with Respondent at a mutually agreeable time and place to discuss, in good faith, ways to resolve the Claim.

(B) Negotiation and Mediation

(1) Each Claimant and Respondent (the "Parties") will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by

good faith negotiation, but no later than thirty (30) days following the Notice, unless otherwise agreed by the Parties.

- (2) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the President of the Association may appoint an attorney licensed to practice law in the State of South Carolina who has been certified as a trained mediator by the South Carolina Supreme Court to assist the Parties in resolving the dispute by mediation, if in the President's discretion he or she believes that mediation will be beneficial to the Parties.
- (C) <u>Litigation</u>. If the Parties do not resolve the Claim through negotiation (pursuant to 11.3(B)(1), above) or through mediation (pursuant to 11.3(B)(2), above) within sixty (60) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) a Claimant shall then have the right, but not the obligation, to file suit in court or to initiate a proceeding before an administrative tribunal (if applicable) to resolve the Claim.
- Section 11.4 Allocation of Costs and Claims. Each Party will bear all of its own costs incurred prior to and during the proceedings described in Section 11.3(B)(1), including the fees of its attorneys or other representatives. Claimant shall be solely responsible for the costs and expenses of any mediator appointed by the President of the Association pursuant to Section 11.3(B)(2).
- Section 11.5 Enforcement of Settlement. If the Parties resolve any Claim through negotiation in accordance with Section 11.3(B)(1) or through mediation in accordance with Section 11.3(B)(2) and any Party thereafter fails to abide by the terms of the agreement reached through such negotiation and/or mediation, then any other Party may file suit or initiate administrative proceedings to enforce the settlement without the need to again comply with the procedure set forth in Section 11.3. In such event, the Party taking action to enforce the settlement is entitled to recover from the non-complying Party (or if more than one non-complying Party, from all non-complying Parties, jointly and severally) all costs incurred in enforcing the settlement, including, without limitation, reasonable attorney's fees and court costs.

Article XIII of the Master Deed is amended by adding the following:

Section 4. <u>Capital Improvements</u>. Any expenditure over \$7,500.00 in a calendar year for the installation, construction or acquisition of a new capital improvement(s) in, on or to the Common Elements (as opposed to an expenditure for the maintenance, repair or replacement of existing improvements on the Common Elements) shall require the approval of the Co-Owners. The Board of Directors shall seek approval from the Co-Owners for such expenditure only after having provided said Co-Owners with full written disclosure of the nature and cost of the capital improvement no less than 30 (thirty) days prior to such approval being sought. The approval of a majority of the votes represented at a meeting at which a quorum is present shall constitute the approval of the Co-Owners.

Nothing contained herein shall prevent the Association from seeking the approval of the Co-Owners by way of written or electronic ballot in lieu of a meeting of the Co-Owners pursuant to S.C. Code Section 33-31-708. Commencing on the 5th anniversary of the date of this amendment, and on each subsequent fifth anniversary thereafter, the \$7,500.00 limitation contained in this Section (the "Capital Expenditure Limitation") shall be adjusted by multiplying the then current Capital Expenditure Limitation by a factor whose numerator shall be the Consumer Price Index (US City Average - (1967 equals 100) - All Items, Bureau of Labor Statistics of the United States Department of Labor) as of the first of the month in which the computation is being made and whose denominator shall be the Consumer Price Index (US City Average - (1967 equals 100) - All Items, Bureau of Labor Statistics of the United States Department of Labor) as of the date which is five (5) years prior to the date of computation, provided that in no event shall the Capital Expenditure Limitation ever be less than \$7,500.00. In the event the Consumer Price Index (US City average - all items) or a successor or substitute index is not available, a reliable governmental or other non-partisan publication, evaluating the information theretofore used in determining the said Consumer Price Index, shall be used in lieu of the said Consumer Price Index.

By signing below, the President and Secretary of the Association hereby certify that the within amendments to the Master Deed were approved by members of the Association representing in excess of seventy-five (75%) percent of the total votes of the Association at a duly called meeting held July 15, 2017.

In witness whereof, this instrument has been executed as of the day and year first above written.

[The signatures of the President and Secretary of Crafts House Homeowners Association, Inc. are contained on the following pages]

IN THE PRESENCE OF:

CRAFTS HOUSE HOMEOWNERS ASSOCIATION, INC.

Its: President

STATE OF South Corolina

COUNTY OF Spentemberry

ACKNOWLEDGMENT

I, Cuens B Green, the undersigned Notary Public, do hereby certify that Ralph Hilsman, President of Crafts House Homeowners Association, Inc. appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal this 25 day of July 2017.

Notary Public for State of <u>SC</u> My Commission Expires: <u>7-25-202</u>7

My Comm. Expires
JULY 5, 2027

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IN THE PRESENCE OF:	CRAFTS HOUSE HOMEOWNERS ASSOCIATION, INC.
Jei 9 Maronvill	By: Ian Asplundh Its: Secretary
county of <u>Charliston</u>)	ACKNOWLEDGMENT
I, <u>luke</u> F. Moron ville, that Ian Asplundh, Secretary of Crafts How before me this day and acknowledge the d	ne undersigned Notary Public, do hereby certify use Homeowners Association, Inc. appeared ue execution of the foregoing instrument.
Witness my hand and official seal	this 24th day of October, 2017.
(Print Name): Notary Public for State of SC My Commission Expires Dm [3, 20])
JULIE F. MARANVILLE Notary Public. State of South Carolina My Commission Expires Jan. 13, 2027	,

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Charleston County Auditor

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