

(i) Leasing Permits. Owners desiring to lease their Units may do so only if they have applied for and received from the Board a leasing permit. The leasing permit, upon its issuance, will allow an Owner to lease such Owners' Unit, provided that such leasing is in strict accordance with the terms of this section. All leasing permits shall be valid only as to a specific Unit and shall not be transferable between Units. Except as otherwise provided in subsection (ii), below, a leasing permit shall be transferable to a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor in title. Leasing permits shall not be issued for more than 25% of the total number of Units at any one time.

(ii) Duration of Leasing Permits. All leasing permits shall be automatically revoked upon the happening of any of the following events: (a) the failure of an Owner to lease such Owner's Unit within ninety (90) days of the leasing permit having been issued (unless such failure is due to a remodel or Owner's inability to secure a reasonably acceptable tenant at a reasonable rental despite Owner's good faith efforts); (b) the transfer of title to the Unit (except for transfers to the Owner's spouse or to a person cohabiting with the Owner) when, at the time of transfer, there is no tenant occupying the Unit under a valid lease; or (c) the expiration or termination of a lease that was in existence at the time that title to the Unit was wholly transferred to a new Owner.

(iii) Leasing Provisions. Units may be leased only in their entirety; no fraction or portion of a Unit may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Master Deed, Bylaws, and the Association's rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease. No Unit shall be leased to any person, nor shall any person be permitted to occupy a Unit pursuant to a lease (an "Occupant"), who is a registered sex offender, who is subject to a no trespass order relating to any portion of the Regime or who is subject to a restraining order relating to any person who owns, leases or has the right to occupy any Unit in the Regime. The leasing to any such person shall constitute a violation of the Governing Documents by such lessee or Occupant, and the Association, acting through its Board, shall be authorized to evict such person in accordance with Section 5.4(B)(v)(a), below.

(v) Liability for Assessments, Use of General 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:

(a) Compliance with Master Deed, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Master Deed, Bylaws, and Association rules and regulations (collectively, "Governing Documents"), and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner (lessor) shall cause the lessee and all Occupants and guests of such Owner's (lessor's) Unit to comply with the Governing Documents and shall be responsible for all violations by such lessee, Occupants and guests, notwithstanding the fact that such lessee, Occupants and guests of the Units are fully liable and may be sanctioned for any such violation. Unpaid fines levied against the Owner for lessee's, Occupants' and/or guests' violations of the Governing Documents shall constitute a lien against the Unit.

Any violation of the Governing Documents by the lessee, any Occupant, or any guest of the lessee, is deemed to be a default under the terms of the lease and authorizes the lessor to terminate the lease without liability and to evict the lessee in accordance with South Carolina law. The lessor 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 Governing Documents, including, without limitation, the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the lessor, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(b) Use of General Common Elements. The lessor transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the lessor has to use the General Common Elements and the Master Association common property, including, but not limited to, the use of any and all recreational facilities and other amenities.

(c) Liability for Assessments. If lessor fails to pay any annual special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then lessor 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 herewith, lessee shall pay to the Association all amounts authorized under the Master Deed as if lessee were the owner of the Unit. The above provision shall not be construed to release the lessor from any obligation, including the obligation for assessments, for which lessor would otherwise be responsible.

(vi) Applicability. Notwithstanding the above, this Section shall not apply to any

leasing transaction entered into by the Association or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, and they shall be permitted to lease without obtaining a permit.

By signing below, the President of the Association hereby certifies that the within amendment to the Master Deed was approved by the affirmative vote of Unit Owners owning in excess of sixty-six and 6/10 percent (66.6%) of the total votes of the Regime.

IN WITNESS WHEREOF, Six Fifty Six Owner Association, Inc. has caused this Seventh Amendment to the Master Deed to be executed by its President as of the day and year first above written.

WITNESS:

John M. Chanson
Chris Colwell

**SIX FIFTY SIX OWNERS
ASSOCIATION, INC.**

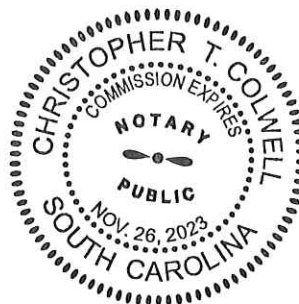
Ashley Steele Nutley
BY: Ashley Steele Nutley
ITS: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **ACKNOWLEDGMENT**

I, *Christopher T. Colwell*, a Notary Public for the above named state, do hereby certify that **Ashley Steele Nutley, President of Six Fifty Six Owners Association, Inc.** personally appeared before me this day and acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this *19* day of *January* 2021.

Chris Colwell (L.S.)
NOTARY PUBLIC ~ SOUTH CAROLINA
Print Name of Notary _____
My Commission Expires: _____.



RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

BARR UNGER & MCINTOSH, L.L.C.
 P.O. BOX 1037
 CHARLESTON SC 29402 (BOX)

RECORDED		
Date:	January 22, 2021	
Time:	11:52:24 AM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
0953	193	Misc
Michael Miller, Register Charleston County, SC		

MAKER:

SIX FIFTY SIX ETC

of Pages:
 # of Sats:
 # of References:

Note:

RECIPIENT:

N/A

Recording Fee	\$ 25.00
Extra Reference Cost	\$ -
Extra Pages	\$ -
Postage	\$ -

Original Book:

Original Page:

TOTAL

DRAWER
 CLERK



0953
Book



193
Page



01/22/2021
Recorded Date



5
Pgs



E619
Original Book



738
Original Page



D
Doc Type



11:52:24
Recorded Time