



BP0685753

# PGS:

11

STATE OF SOUTH CAROLINA ) THIRD AMENDMENT TO MASTER DEED  
 ) OF RADCLIFFE PLACE HORIZONTAL  
 COUNTY OF CHARLESTON ) PROPERTY REGIME

THIS THIRD AMENDMENT to Master Deed of Radcliffe Place Horizontal Property Regime (“Third Amendment”) is made by Radcliffe Place Homeowners Association, Inc., a South Carolina nonprofit corporation (“Association”).

**WITNESSETH:**

WHEREAS, the Master Deed for Radcliffe Place Horizontal Property Regime was recorded in the RMC Office for Charleston County, South Carolina on June 21, 2002, in Book X-409, Page 188, et seq. (“Master Deed”); and

WHEREAS, the Master Deed was subsequently amended by First Amendment to Master Deed of Radcliffe Place Horizontal Regime which was recorded in the RMC Office for Charleston County, South Carolina on January 27, 2003, in Book E-434, at Page 736, et seq. (“First Amendment”); and

WHEREAS, the Master Deed was subsequently amended by Second Amendment to Master Deed of Radcliffe Place Horizontal Property Regime which was recorded in the RMC Office for Charleston County, South Carolina on July 13, 2010, in Book 0132, at Page 956, et seq. (“Second Amendment”); and

WHEREAS, the By-Laws for Radcliffe Place Homeowners Association, Inc. (“Bylaws”) are attached as Exhibit “F” to the Master Deed; and

WHEREAS, Article XIII of the Master Deed provides, in part, that the Master Deed may be amended at the regular or any special meeting of the Association called and convened in accordance with the Bylaws, upon the affirmative vote of two-thirds (2/3) of all voting members of the Association; and

WHEREAS, Article XIV of the By-Laws of Radcliffe Place Homeowners Association, Inc., attached as Exhibit “F” to the Master Deed provides, in part, that the By-Laws may be amended by the approval of the Co-Owners representing a least two-thirds (2/3) of the total basic value of the Property, as set forth in Exhibit “E” attached to the Master Deed; and

WHEREAS, at a special meeting of the Association held November 4, 2017, called and convened in accordance with the By-Laws, two-thirds (2/3) of all voting members in the Association approved an amendment to Exhibit “F” of the Master Deed as hereinafter more specifically set forth; and

WHEREAS, at a special meeting of the Association held November 4, 2017 called and convened in accordance with the By-Laws, Co-Owners representing at least two-thirds (2/3) of the total basic value of the property, as set forth in Exhibit "E" attached to the Master Deed, voted to amend the By-Laws as hereinafter more specifically set forth.

NOW, THEREFORE, at the special meeting of the Association held November 4, 2017, the By-Laws, attached as Exhibit "F" to the Master Deed, were amended as follows:

By deleting Article II, Section 10 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 10. Meeting Place. The location of meetings of the Association shall be determined by the Board of Directors.

By deleting Article IX, Section 3 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 3. Residential Use. Except for the areas of the Condominium designated for recreational use, all Condominium Units shall be used for Residential Purposes. Except such non-residential uses (Home Business) as may be reviewed and at the sole discretion of the Board of Directors may be permitted.

By deleting Article IX, Section 5 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 5. Persons. No person shall loiter in the hallways, corridors, stairways, or other public areas of similar nature of the Property.

By deleting Article IX, Section 7 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 7. Articles. Personal Decorative items are allowed to be displayed on doors, front patios & columns, decks and balconies. This includes Flags, wreathes, holiday & seasonal decorations, Potted Plants, lights. Lights & decorations on the surrounding common areas are allowed for Holiday, or for a special occasion (approved by the Board). Holiday decorations should be removed within 30 days of the Holiday. Flags shall be limited to: seasonal, alma mata, Professional athletic teams, monogramed, collegiate, Military and United States flags. Flags and Decorations showing disrespect of (race, creed, gender, sexual orientation, sexual preference, national origin, or disability, will not be allowed. (at the discretion of the Board).

By deleting Article IX, Section 14 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 14. Parking. The Assigned Condominium parking spaces, and the facilities shall be used exclusively for owner/current tenant parking, except upon written consent of the Board of Directors. Except as herein provided: No Tractors, campers, wagons, or trucks that exceed 3/4 ton

weight limit, shall be parked therein. Vehicles/Vehicles with Trailer, Service Vehicles or Moving Trucks may park at the curb for the purpose of loading and unloading (without obstructing other residents use of assigned spaces.) Co-owner whose primary vehicle (standard size vehicle) with business logo will be allowed. No repair work on motor vehicles shall be carried out in the parking spaces except for emergency repair.

By deleting Article IX, Section 15 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 15. Noises. No Co-Owner shall make or permit any disturbing noises in the Limited or General Common Elements and/or his Condominium Unit by the Co-Owner, his family, servants, employees, agents, visitors, guests, invitees, licensees, tenants, or lessees, nor do or permit to be done by such persons anything that will interfere with the rights, comfort, or convenience of the remaining Co-Owners or occupants. No Co-Owner shall play any musical instrument phonograph, radio, television, or sound amplifier in such a manner or volume so as to disturb or annoy any other Co-Owner or occupant. Wire stereo systems on the porch of any unit is prohibited. Loud and Unnecessary Noises are restricted from 11pm to 7am.

By deleting Article IX, Section 16 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 16. Pets. Pets are allowed subject to the following conditions and reservations:

- A. Acceptable Pets: Co-Owner/tenant will be limited to 2 pets. 3 grandfathered in with Board approval.
- B. It shall be the responsibility of the Co-Owner to pay for any and all costs involved in restoring to the original new condition any damage caused to the Condominium property by a pet.
- C. A Co-Owner shall be financially responsible for any person injury or personal property damage caused to any Co-Owner's maintenance of a pet.
- D. Pets must be carried in arms or on a leash when taken in and out of the building.
- E. Each Co-Owner shall be responsible for cleaning up or removing from the Property any pet waste. Pet waste disposal site equipped with pet waste bags are located throughout the community.

By deleting Article IX, Section 18 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 18. Leasing of Condominium Units. Condominium Units may be rented according to the following provisions:

- A. Tenants shall abide by the Association's rules and regulations and failure to do so shall result in the immediate eviction of the offending tenant or tenants.
- B. The lease for any Condominium Unit within the Condominium shall contain provision to the

effect that the rights of the tenant to use and occupy the Condominium Unit shall be subject to and subordinate in all respects to the provisions of the Master Deed and these By-Laws and to other reasonable rules and regulations. It is the Co-Owner responsibility to provide By-Laws/Community Guidelines to Current Tenant(s).

C. Short Term Rental are allowed Subject to the Following Provisions:

1. Co-Owner must be current on HOA dues.
2. Co-Owner (Host) must be present when guests check in to assure guests identity.
3. Co-Owner must manage property.
4. Must maintain and uphold House Rules especially noise ordinance or immediate eviction.

By deleting Article IX, Section 20 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 20. Hazard. Nothing shall be done or maintained in any Condominium Unit or upon any Limited or General Common Element which will increase the rate of insurance on any Condominium Unit or on the Limited or General Common Elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any Condominium Unit which would be in violation of any law.

- A. Condominium units in Buildings 4001, 4003, and 4005 will be allowed Electric BBQ grills on screened porches, and balconies
- B. Condominium units with decks, and patios: electric or gas BBQ's allowed, may be used within a reasonable distance from the building, and in the common area in front of 4001.
- C. Damage to units or structure from BBQ's will be Co-Owners responsibility.

By deleting Article IX, Section 21 of the By-Laws in its entirety ("Commercial Activities"), attached as Exhibit "F" to the Master Deed.

By deleting Article IX, Section 22 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 21. Parking and Prohibited Vehicles.

- A. Parking. Vehicles shall be parked only in appropriate spaces or designated area in which parking may or may not be assigned. Vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt. The Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules.
- B. Prohibited Vehicles. Tractors, mobile homes, commercial vehicles greater than 3/4 ton, campers, camper trailers shall not be parked or maintained on the property. Owner recreational vehicles: are permitted for no longer than 72 hours. Recreational vehicle must not extend past the assigned owner parking space, or driveway of the unit. Recreational vehicles may park along the curbed area, for the purpose of loading and unloading only.

↳ Vehicles, stored vehicles, and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property. For purposes of this Section, a vehicle shall be considered "disabled" if it is put up on blocks and remains on blocks or so covered for seven (7) consecutive days without the prior written approval of the Board, and a vehicle shall be considered "stored" if it remains in the same place on the Property for fourteen (14) consecutive days or longer without the prior written approval of the Board, and a vehicle shall be considered "stored" if it remains in the same place on the Property for fourteen (14) consecutive days or longer without the prior written daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area.

By deleting Article IX, Section 23 of the By-Laws in its entirety ("Wiring"), attached as Exhibit "F" to the Master Deed.

By deleting Article IX, Section 24 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 22. Exterior Walls and Balconies. No Co-Owner shall paint, modify, attach to, or improve the exterior walls or balconies of his Condominium Unit except with previous written consent of the Board of the Directors.

By amending Article IX, of the By-Laws, attached as Exhibit "F" to the Master Deed by adding the following:

Section 23. Community/Public Nuisances Prohibited.

No person shall knowingly make or file or cause to be made or filed a false or misleading report, allegation or complaint against a Co-owner, or Tenant of a leased unit. The reporting Co-Owner would be subject to 2 warnings, and then subject to a fine per occurrence. Fine will be determined by the Board of Directors.

By deleting Article IX, Section 25 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 24. Awnings No blinds, shades, glass, Jalousies, Ironwork, screen, awnings, panels, or covering shall be affixed or attached to the outside of the building or the exterior windows, doors, or balconies, landecks, patios, or interior doors leading onto the corridors without the previous written consent of the Board of Directors,

By deleting Article IX, Section 26 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 25. Time Sharing. Subject to applicable law no time sharing or vacation time sharing plans are permitted to be entered into by any Co-Owner or their agents, tenants, guests, or invitees. Further, subject to applicable law no Co-Owner may sell his or her Condominium Unit on a time share plan (even though the purchaser received an undivided fee simple deed) or lease his or her Condominium Unit on a vacation time share leasing plan which otherwise means arranging, planning, or similar device whereby membership agreement, lease, rental agreement, licenses, use

agreement, security or other means whereby a tenant and/or purchaser received a right to use accommodations or Condominium Unit or facilities or any of the above, but not receive an undivided fee simple interest in the property for a specific period of time during any given year.

By deleting Article IX, Section 27 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 26. Right of Access to Condominium Units. The Board of Directors or its designated agent may have access to each Condominium Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, replacement of any of the Common Elements therein or accessibility therefrom, or making emergency repairs therein necessary to prevent damage to the Common Elements, Limited Common Elements, or any other Condominium Unit or Condominium Units with the Condominium. Any necessary interior repairs, or repairs to Association covered items shall be scheduled with Co-owner.

By deleting Article IX, Section 28 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 27: Use of Common Elements. Each Co-Owner, tenant, or occupant of a Condominium Unit may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Co-Owners, tenants, or occupants.

By deleting Article IX, Section 29 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 28: Window Coverings. The window coverings or window treatments on the side of the window covering or window treatment facing the window pane and visible from the outside of the building will be of a white color.

By deleting Article IX, Section 30 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 29 : Antennae. No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit without written approval of Declarant or the Association as to the location, color and screening. Said approval should not unreasonably impair an owner's installation, maintenance and use of his or her chosen television signal reception device. Declarant or the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Condominium.

By deleting Article IX, Section 31 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 30 : Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other

governmental or quasi-governmental regulations with respect to all or any portion of the Property. Further, no Owner shall dispose or allow any person under the Owner's control or direction to release, discharge or emit from the Property or dispose of any material on the Property that is designated as hazardous or toxic under any federal, state or local law, ordinance or regulation.

By deleting Article IX, Section 32 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 31: Outside Burning. There shall be no exterior fires, except barbecues. No Owner shall permit any condition upon a Unit which creates a fire hazard or is in violation of fire prevention regulations.

By deleting Article IX, Section 33 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 32: Balconies and Patios. No bicycles may be stored on the balconies of Condominium Units. Lawn furniture and barbecue grills may be stored on balconies or patios of Condominium Units if such items are not taller than 36" high and cannot be visibly viewed from other Condominium Units or other portions of the Property.

By deleting Article IX, Section 34 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 33: Hot Tub: With written approval of Declarant or the Association, a hot tub may be installed and operated only within the patio or screen porch of said units.

By deleting Article XI, Section 1 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 1. Association Responsibilities. The Association shall maintain, repair and replace as a Common Expense all Limited and General Common Elements, including but not limited to the General Common Elements contributing to the support of the building which portion shall include, but not be limited to, exterior maintenance of front door, patio, screened balcony, screened porch, deck, storage unit, storage unit door, load bearing columns and load bearing walls, roofs, etc.: all conduits, ducts, plumbing, wiring, and other facilities for furnishing of the utility services that serve two (2) or more Condominium Units, or ingress and egress contained in any and all portions of the Limited or General Common Elements. All incidental damages caused to a Condominium Unit or Limited Common Element by such work by the Association shall be *promptly repaired* by the Association.

By deleting Article XI, Section 2 of the By-Laws, attached as Exhibit "F" to the Master Deed and substituting the following:

Section 2. Co-Owners Responsibilities. Except for maintenance requirements herein imposed upon the Association, the Co-Owner of any Condominium Unit shall at his own expense maintain and repair all interior of the Condominium Unit and any and all equipment, appliances,

fixtures, windows or door therein situate to such Condominium Unit reserved for exclusive use by the Co-Owner of a particular Condominium Unit in good order, condition, and in a clean and sanitary condition. Including or in addition to the foregoing, the Co-Owner of any Condominium Unit shall, at his own expense, maintain, repair or replace secondary electrical fixtures and lines, and heating and air conditioning equipment, whether within or without the Condominium Unit so long as it serves one Condominium Unit, light fixtures, refrigerators, hot water heaters, dishwashers, disposals, ranges indoor/outdoor carpeting on balcony, porches or decks or patio, and/or other equipment that may be in or appurtenant to such Condominium Unit. Secondary electrical fixtures, lines, and plumbing lines mean those systems which serve one Condominium Unit alone. Primary electrical fixtures and lines (and plumbing lines) shall be repaired by the Association. The exterior portion of sliding glass doors (including door bells and door knockers, if applicable), outside door frames, door runners, windows and screens adjacent the Condominium Unit shall be the Co-Owners responsibility. The Co-Owner of any Condominium Unit shall also at his own expense, maintain any other Limited Common Elements which may be appurtenant to such Condominium Unit and reserved for his exclusive use in a clean, orderly, and sanitary condition. Provided, however, that it shall not be the responsibility of the Co-Owners to replace such items referred to above if the insurance policy or policies owned by the Association insure such casualties, in which event, the responsibility for replacement will be the Association's. If the casualty is due to the Co-Owners's negligence, then any deductible shall be paid by the Co-Owner(s) and be a lien on their unit until paid.

Easements are reserved through each of the Condominium Units for the benefit of any adjoining Condominium Unit as may be required for structural repair and for electrical lines and conduits, heating, air conditioning and ventilating ducts, water lines, drain pipes and other appurtenances to such utility systems in order to adequately serve each of such.

There is reserved to the Association, or its delegate, the right of entry to any Condominium Unit and an easement for access therein, when and where as necessary, in connection with any repairs, maintenance, or construction for which the Association is responsible, or which any UC owner is responsible hereunder. Any damage caused by such entry shall be repaired at the expense of the Association. Provided, however, that if such entry is made to perform any obligations for which the Condominium Unit owner is responsible, such entry and all work done shall be at the risk and expense of such Condominium Unit owner.

The Board of Directors may charge each Condominium Owner for the expense of all maintenance, repair, or replacement to be Limited or General Common Elements rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or employees, agents, licensees or lessees. The payment and collection of any charge made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of Assessments in the By-Laws and the Horizontal Property Act.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Master Deed, as amended by the First Amendment, shall remain in full force and effect.




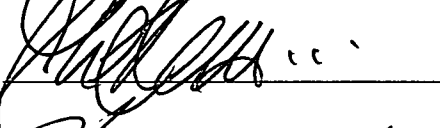
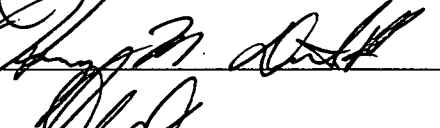
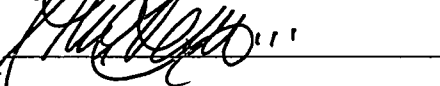


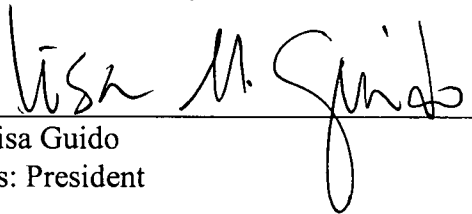
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

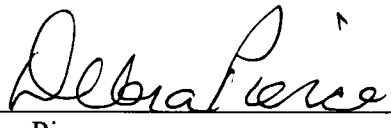
CERTIFICATION

We, the undersigned Lisa Guido, as President, and Debra Pierce, as Secretary, of Radcliffe Place Homeowners Association, Inc., respectively, do hereby certify that at least two-thirds (2/3) of the total votes in the Association, at the regular annual meeting held September 16, 2009, called and convened in accordance with the Bylaws approved the foregoing Second Amendment To Master Deed by voting in favor of the said Second Amendment.

RADCLIFFE PLACE HOMEOWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

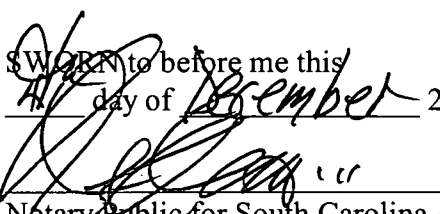
BY:   
\_\_\_\_\_  
Lisa Guido  
Its: President

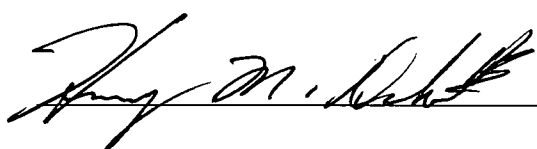
BY:   
\_\_\_\_\_  
Debra Pierce  
Its: Secretary

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 RADCLIFFE PLACE HOMEOWNERS ASSOCIATION, INC., by and through Lisa Guido, its President, and Debra Pierce, its Secretary, sign, seal and as its act and deed, sign the within in Certification; and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this   
\_\_\_\_\_  
day of December 2017.  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 6/30/22

  
\_\_\_\_\_

# RECORDER'S PAGE



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

**Filed By:**

CISA & DODDS  
858 LOWCOUNTRY BLVD.  
SUITE 101  
MT. PLEASANT SC 29464 (COURIER)

RECORDED		
Date:	December 12, 2017	
Time:	4:22:46 PM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
0685	753	Amen/MasDeed
Elaine H. Bozman, Register Charleston County, SC		

**MAKER:**

RADCLIFFE PLACE HPR

**RECIPIENT:**

N/A

Note:

# of Pages:

Recording Fee	\$ 10.00
State Fee	\$ -
County Fee	\$ -
Extra Pages	\$ 6.00
Postage	\$ -
Chattel	\$ -
<b>TOTAL</b>	<b>\$ 16.00</b>

**Original Book:**

**Original Page:**

Drawer   
Clerk

AUDITOR STAMP HERE  
RECEIVED From RMC  
Dec 18, 2017  
Peter J. Tecklenburg  
Charleston County Auditor

PID VERIFIED BY ASSESSOR  
RJB  
REP \_\_\_\_\_  
DATE 12/19/2017  
HPR



0685  
Book



753  
Page



12/12/2017  
Recorded Date



11  
# Pgs



X409  
Original Book



188  
Original Page



D  
Doc Type



16:22:46  
Recorded Time