

RECEIVED 2/2, 2023
PER CLERK SW
ROD OFFICE
CHARLESTON COUNTY, SC
BOOK 1161 Page 679

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FIRST AMENDMENT TO MASTER DEED
OF THIRTY FIVE AND THIRTY SEVEN
SOCIETY STREET HORIZONTAL
PROPERTY REGIME

(Cross-Reference: Book X156, page 775)

This First Amendment to Master Deed of Thirty Five and Thirty Seven Society Street Horizontal Property Regime (this "*Amendment*") is made this 31st day of December, 2022.

WITNESSETH:

WHEREAS, the Thirty Five and Thirty Seven Society Street Horizontal Property Regime (the "*Regime*") is governed by that certain Master Deed of Thirty Five and Thirty Seven Society Street Horizontal Property Regime, dated April 5, 1986, and recorded in the ROD Office for Charleston County in book X156, page 775 (the "*Master Deed*").

WHEREAS, Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc. (the "*Association*") is a South Carolina nonprofit corporation charged with the management and administration of the Regime as more fully set forth in the Master Deed.

WHEREAS, in accordance with Article V, Section 4 of the Master Deed, the Board of Directors of the Association (the "*Board*") and all of the Unit Owners have agreed to amend the Master Deed as more fully set forth herein.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Master Deed is hereby amended as follows:

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are true and accurate and are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Master Deed.

2. Name of Association. Due to inadvertence and mistake, the Master Deed incorrectly set forth the name of the Association as "Thirty Five and Thirty Seven Society Street Association of Units Owners", rather than "Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc.". By virtue of this Amendment, all references in the Bylaws to the "Association" shall be deemed to refer to "Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc."

3. Revision of Article IV, Section 3(a). Article IV, Section 3(a) of the Master Deed is hereby deleted in its entirety and replaced with the following:

"The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance and such other insurance as the Board deems necessary, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit

Owners and their mortgagees, as their interest may appear, with a company meeting the standards set by the Board of Directors of the Association in an amount equal to at least eighty-five percent (85%) of the maximum insurable replacement value as determined annually by the Board of Directors of the Association; the premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a part of the Common Expenses. The company or companies with whom the Association shall place its insurance coverage as provided in this Master Deed must be companies authorized to do business in the State of South Carolina and on an approved list maintained by the Insurance Commissioner of South Carolina. The initial Insurance Trustee shall be the Board of Directors of the Association; provided however the Board of Directors of the Association, in its discretion, may at any time decline to serve as Insurance Trustee and may appoint in its place any financial institution which is qualified and willing to act as Insurance Trustee and which has offices in Charleston County, South Carolina. Any substitute Insurance Trustee appointed by the Board of Directors of the Association shall succeed to all of the powers and responsibilities vested in the Board of Directors of the Association as Insurance Trustee under the terms of this Master Deed."

For the avoidance of doubt, any additional references in the Master Deed to an "approved mortgage" are hereby deleted and replaced with the term "mortgagee", it being expressly acknowledged and confirmed hereby that neither the Regime, the Association, nor the Board hold any approval rights with respect to any mortgagee of a Unit Owner.

4. **Parking Spaces.** The Board and all of the Unit Owners have agreed that certain parking spaces located at the Property shall be assigned for the use and enjoyment of specific Units. In connection therewith, the following is hereby added to the Master Deed as a new Section 4(j):

"Parking Spaces. A total of seven (7) parking spaces are located on the Property, as further shown and delineated on Schedule 4(j), attached hereto and incorporated herein by reference. Such parking spaces are to be assigned as Limited Common Elements appurtenant to the Units listed below. Each Unit Owner shall have the right to utilize only the parking space which has been assigned to such Unit, if any.

Unit 1: parking space #1
Unit 2: parking space #2
Unit 3: parking space #3
Unit 4: parking space #4
Unit 5: parking space #5
Unit 6: parking space #6
Unit 8: parking space #7

The Board reserves the right to tow any vehicle parked in a parking space in violation of this Section."

5. **Conflict with Master Deed.** In the event of any discrepancy or contradiction between the terms of the Master Deed and this Amendment, full force and effect shall be given to the terms of this Amendment, and any clause, condition, restriction or other term of the Master

Deed that contradicts any provision contained in this Amendment is hereby declared null and void. This Amendment shall not constitute a novation, satisfaction, or cancellation of the Master Deed, and except as modified herein, all other terms of the Master Deed shall remain in full force and effect.

******Remainder of Page Intentionally Left Blank******
[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Master Deed of Thirty Five and Thirty Seven Society Street Horizontal Property Regime under seal this 31st day of December, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

**Thirty Five and Thirty Seven Society
Street Association of Unit Owners, Inc.,**
a South Carolina corporation

[Signature]
(Signature of Witness #1)

By: [Signature]
Name: Brooks G. Host
Title: Director

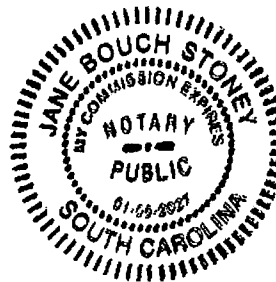
[Signature]
(Signature of Witness #2)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, Jane Bouch Stoney, Notary Public for South Carolina, hereby certify that Brooks G. Host, as a Director of Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc., a South Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO before me this
3rd day of ~~September~~ October, 2022.

[Signature]
Notary Public for South Carolina
My commission expires: 1-05-2027



(SEAL)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
(Signature of Witness #1)
[Signature]
(Signature of Witness #2)

Thirty Five and Thirty Seven Society
Street Association of Unit Owners, Inc.,
a South Carolina corporation

By: [Signature]
Name: Elizabeth Host Adams
Title: Director

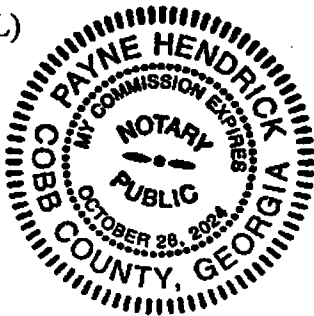
STATE OF GEORGIA)
COUNTY OF FULTON)

I, PAYNE HENDRICK, Notary Public for Georgia, hereby certify that Elizabeth Host Adams, as a Director of Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc., a South Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO before me this
10th day of October, 2022.

[Signature]
Notary Public for Georgia
My commission expires: 10-26-24

(SEAL)



**Thirty Five and Thirty Seven Society
Street Association of Unit Owners, Inc.,
a South Carolina corporation**

(Signature of Witness #2)

By: Laurie Host
Name: Laurie Host
Title: Manager

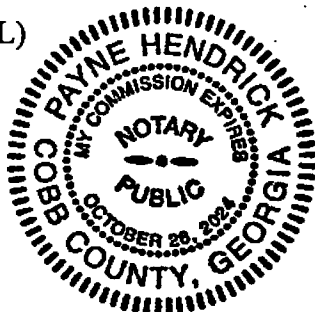
STATE OF GEORGIA)
COUNTY OF FULTON)

I, PAYNE HENDRICK, Notary Public for Georgia, hereby certify that Laurie Host, as a Director of Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc., a South Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO before me this
10th day of October, 2022.

Payge Hinder
Notary Public for Georgia
My commission expires: 10-26-24

(SEAL)



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

289 Main Street, LLC,
a Maine limited liability company


(Signature of Witness #1)

By: 
Name: Brooks G. Host
Title: Manager


(Signature of Witness #2)

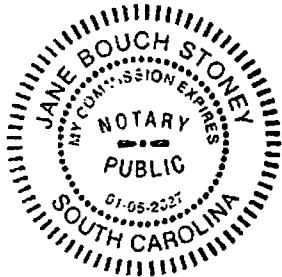
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, Jane Bouch Stoney, Notary Public for South Carolina, hereby certify that Brooks G. Host, as the Manager of 289 Main Street, LLC, a Maine limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO before me this
3rd day of October, 2022.


Notary Public for South Carolina
My commission expires: 1-05-2027

(SEAL)



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

511 MISSION AVE, LLC,
a California limited liability company

[Signature]
(Signature of Witness #1)

By: BGA
Name: Brooks G. Host
Title: Manager

[Signature]
(Signature of Witness #2)

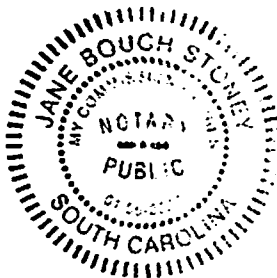
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, Jane Bouch Stoney, Notary Public for South Carolina, hereby certify that Brooks G. Host, as the Manager of 511 Mission Ave, LLC, a California limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO before me this
29 day of October, 2022.

[Signature]
(Notary Public for South Carolina)
My commission expires: 1-05-2027

(SEAL)



Consent and Joinder of Synovus Bank

Synovus Bank (the "Mortgagee"), is the current holder of a Real Estate Mortgage from 289 Main Street, LLC, a Maine limited liability company ("Main Street"), 511 Mission Ave, LLC, a California limited liability company ("Mission" and together with Main Street, the "Borrower") dated April 2, 2021 and recorded April 5, 2021 in Book 0978, at Page 683 in the ROD Office for Charleston County, South Carolina (as now or hereafter amended, the "Mortgage"). Mortgagee hereby consents to the execution and recordation of the foregoing First Amendment to Master Deed of Thirty Five and Thirty Seven Society Street Horizontal Property Regime (the "Amendment") by Borrower encumbering the Property described in the Mortgage, and joins in the execution thereof solely as Mortgagee and hereby does agree that in the event of the foreclosure of the Mortgage or a deed in lieu of foreclosure of the Property described in the Mortgage under judicial proceedings, the Amendment shall survive any foreclosure and sale of the Property, the Property shall be sold subject to said Amendment, and all rights and interests granted thereby shall be unaffected.

SIGNED AND EXECUTED this 28 day of September 2022.

WITNESSES:

By: _____

By: _____

STATE OF South Carolina)
COUNTY OF Charleston)

SYNOVUS BANK

By: _____

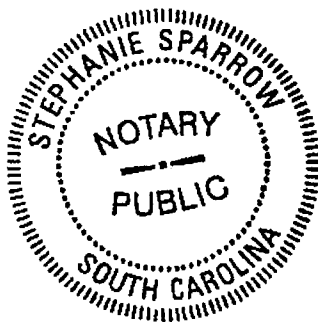
Name: _____

Title: _____

ACKNOWLEDGMENT

I, Stephanie Sparrow a Notary Public in and for the County and State aforesaid, certify that Synovus Bank, by Juwan Ayers, its commercial banker, personally appeared before me this day and acknowledged before me the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this 28 day of September, 2022.



Stephanie Sparrow

Notary Public for the State of South Carolina

Print Name: Stephanie Sparrow

My Commission Expires: May 17, 2023

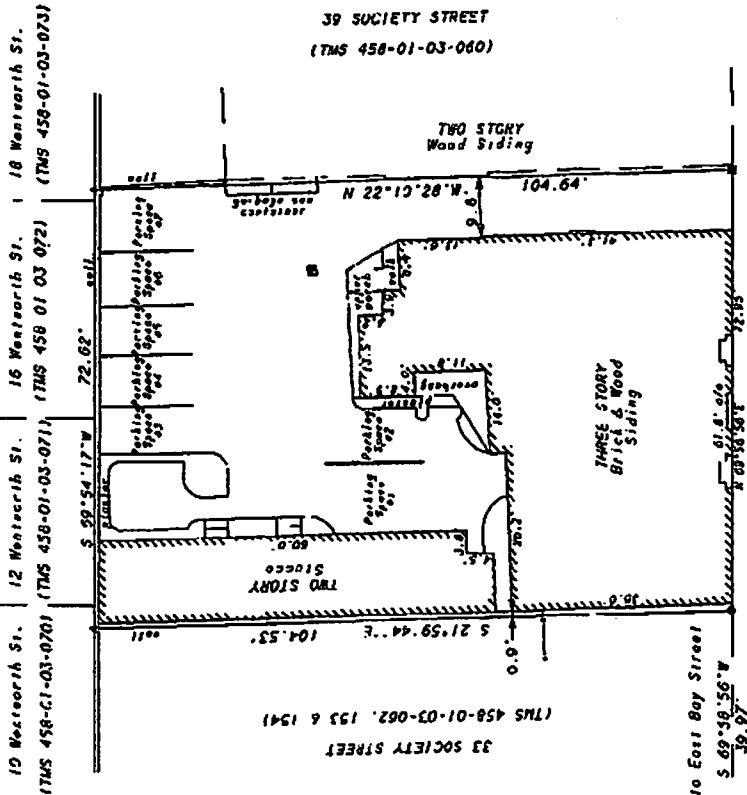
[SEAL]

Schedule 4(i)



LEGEND

- Chiseled "x"
- 5/8" Iron Rod Old
- ▲ Mark on wall
- Storm Drain



SURVEY NOTES

1. Reference Tax Map Number 458-01-03-061 & 121 thru 129
2. Reference Plat Book Bt Page 189
3. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
4. This lot has been checked against area FEMA maps and to the best of this surveyor's knowledge, said lot is located in Flood Zone X and Zone AE(10').
5. AREA: 0.175 Acre 7607 Sq.Ft.

SURVEYOR'S STATEMENT

I hereby state that to the best of my knowledge, information, and belief the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein, also there are no visible encroachments or projections other than shown.

By:  James G. Pennington, P.L.S. No. 40299

PREPARED EXCLUSIVELY FOR:
511 Mission Ave LLC
289 Main Street LLC

2551 Ashley River Road
Charleston, SC 29416
Phone (843) 571-5191
Email: PalmettoLandSurveying@gmail.com



SITE LOCATION
35-37 Society Street
Charleston, SC 29401

FIELD SURVEY DATE 6 December 2022	FIELD SURVEY BY JGP	CLIENT PROJECT NO. 7222	SHEET OF 1
DRAWING DATE 8 December 2022	DRAWN BY JGP	DRAWING SCALE 100% (AS SHOWN)	