

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

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

(Cross-Reference: Book X156, page 775)

This Second Amendment to Master Deed of Thirty Five and Thirty Seven Society Street Horizontal Property Regime (this "*Amendment*") is made this 25th day of May, 1182-072, 2023.

WITNESSETH:

RECEIVED May 25, 23
PER CLERK
ROD OFFICE anf
CHARLESTON COUNTY, SC

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 (as amended, the "*Master Deed*").

WHEREAS, 289 Main Street, LLC, a Maine limited liability company and 511 Mission Ave, LLC, a California limited liability company (together, the "*Unit Owners*") acquired 100% of the Units and common elements comprising the Regime via deed dated March 31, 2021, and recorded in the ROD Office for Charleston County, South Carolina, in Book 0978, page 679.

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, the Board of Directors of the Association (the "*Board*") and the Unit Owners entered into that certain First Amendment to Bylaws of Thirty Five and Thirty Seven Society Street Association of Units Owners, Inc. dated as of December 31, 2022 (the "*First Amendment to Bylaws*"); and

WHEREAS, Article VII, Section 12 of the Bylaws states the rules and regulations governing the Association, the Unit Owners, and the Regime must be adopted and promulgated by the Unit Owners, which directly contradicts Article IV, Section 17 of the Master Deed, which provides for the rules and regulations governing the Association, the Unit Owners, and the Regime to be adopted and promulgated by the Board, and as such, the Board and the Unit Owners have determined to amend the Master Deed (by virtue of this Amendment) and the Bylaws (by virtue of Second Amendment to Bylaws of Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc. of even date herewith (the "*Second Amendment to Bylaws*")) to correct such discrepancy; and

WHEREAS, in addition to the foregoing, the Board and the Unit Owners have recently learned that certain components of the Master Deed showing and describing the Regime's Units and Common Elements, which may have been accurate when the Developer (as defined in the Master Deed) developed the Regime and executed and recorded the Master Deed, are no longer

accurate as a result of physical changes that were made to certain components of the Regime prior to the Unit Owners' acquisition thereof (such inaccuracies, the "*Description Inaccuracies*"); and

WHEREAS, in accordance with Article V, Section 4 of the Master Deed, the Board and the Unit Owners now desire to further amend the Master Deed to resolve the foregoing concerns, all on the terms and conditions, and as more particularly set forth hereinbelow.

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. Parking. Article IV, Section 11 of the Master Deed is hereby deleted in its entirety.

3. Rules and Regulations. The rules and regulations contained on Exhibit C, attached hereto and incorporated herein by reference, are hereby established to be the rules and regulations of the Association, and shall replace any other rules and regulations (whether contained in the Bylaws, the Master Deed, or otherwise) in their entirety. For the avoidance of doubt, the Board shall have the right to further modify the rules and regulations governing the Association by acknowledged instrument maintained as part of the records of the Association. Such modification or modifications need not be recorded, but a written copy of such modified rules and regulations shall be available to each Unit Owner upon such Unit Owner's written request for same.

4. Bylaws. Exhibit D to the Master Deed is hereby supplemented to include the First Amendment to Bylaws and Second Amendment to Bylaws, each of which are attached hereto as Exhibit D-1 and Exhibit D-2, respectively, and all references in the Bylaws and other governing documents of the Regime shall hereafter be deemed to refer to the Bylaws as so amended by the First Amendment to Bylaws and the Second Amendment to Bylaws.

5. Amendments to Address Description Inaccuracy.

i. Plat or Plot Plan. The original Plat or Plot Plan was attached as Exhibit A to the Master Deed. In order to address the Description Inaccuracies, the Master Deed is hereby amended to provide that all references in the Master Deed to "Exhibit A" and/or to the "Plat" or "Plot Plan" shall hereafter refer instead to Exhibit A attached to this Second Amendment.

ii. Floor Plans. The original Floor Plans (which include both elevations and floor plans) were attached as Exhibit B to the Master Deed. In order to address the Description Inaccuracies, the Master Deed is hereby amended to provide that all references in the Master Deed to "Exhibit B" and/or to the "Floor Plan" or "Floor Plans" shall hereafter refer instead to Exhibit B attached to this Second Amendment.

iii. Description of Project. Article III, Section 4(a), 4(b), 4(c) and 4(f) of the Master Deed are hereby deleted in their entirety and replaced, respectively, with the following 4(a), 4(b), 4(c) and 4(f):

4(a) Generally. The Property will consist of two buildings: one main house and one carriage house, one uncovered parking area, and the grounds. The main building has eight (8) Units: Units "A", "B", and "C" occupying the first floor; Units "D" and "E" occupying the second floor; and Units "F", "G", and "H" occupying the third floor. The carriage house has two units: Units "I" and "J". (As to the specific location of each Unit, refer to the Floor Plans as prepared by an architect licensed to practice in South Carolina, which are attached hereto and made a part hereof by reference as Exhibit "B".)

4(b) Description of Grounds. The grounds consist of one tract of approximately 7,607 square feet as shown on Exhibit A, which is attached hereto; encompassed within its limits are the buildings and uncovered parking area. The parking area and grounds are subject to incremental assignment as herein provided.

4(c) Description of the Buildings. The main building has eight (s) Units: Units "A", "B", and "C" occupying the first floor; Units "D" and "E" occupying the second floor, and Units "F", "G", and "H" occupying the third floor. The carriage house has two units: Units "I" and "J". (As to the specific location of each Unit, refer to the Floor Plans as prepared by an architect licensed to practice in South Carolina, which are attached hereto and made a part hereof by reference as Exhibit "B").

4(f) Division of Project. The project is hereby divided into the following separate freehold estates, each comprising a residence. Each residence has one or more bedrooms, one or more bathrooms, a kitchen, a living/dining area and one or more hallways.

iv. Square Footage of Units. The final sentence of Section 4 on page 7 of the Master Deed, which reads "The approximate square footages of the rooms in the Units are as follows:" as well as the square footage tables on pages 8 through 17 of the Master Deed are hereby deleted in their entirety and replaced with the following:

The approximate square footages of the Units are as follows

Unit A: 1,072 square feet
Unit B: 589 square feet
Unit C: 616 square feet
Unit D: 1,060 square feet

Unit E: 1,022 square feet
Unit F: 1,045 square feet
Unit G 448 square feet
Unit H 585 square feet
Unit I 688 square feet
Unit J 473 square feet

6. Architect's Certificate. The Architect's Certificate attached hereto as Exhibit E is hereby incorporated into the Master Deed by this reference.

7. 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 25th day of May, 2023.

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: Brooks G. Host
Title: Director

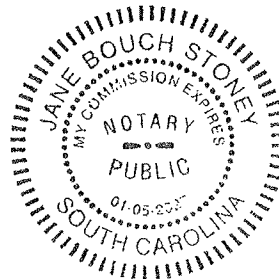
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

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
14th day of May April, 2023.

[Signature]
Notary Public
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

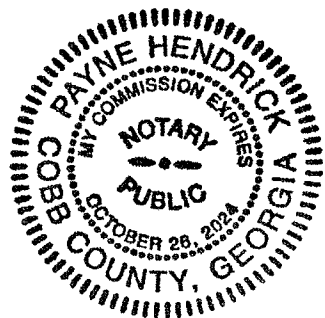
STATE OF GEORGIA)
COUNTY OF FULTON)

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
19 day of APRIL, 2023.

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

(SEAL)



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

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

Daphne Bellamy
(Signature of Witness #1)

mcms
(Signature of Witness #2)

By: *Laurie Host*

Name: Laurie Host

Title: Director

STATE OF Florida)
COUNTY OF palm Beach)

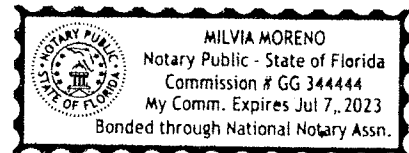
I, Milvia Moreno, Notary Public for Florida, hereby certify that Laurie Host, as a Director of Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc., a South Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO before me this
13 day of April, 2023.

Milvia Moreno
Notary Public

My commission expires: Jul 7 2023

(SEAL)

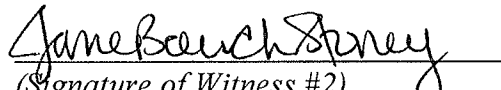


SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

289 Main Street, LLC;
a Maine limited liability company


(Signature of Witness #1)

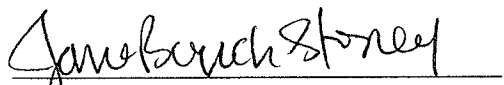
By: 
Name: Brooks G. Host
Title: Manager

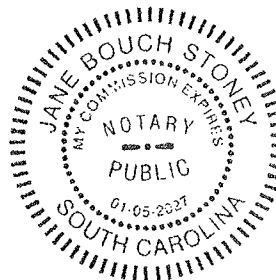

(Signature of Witness #2)

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
14th day of April, 2023.


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: [Signature]
Name: Brooks G. Host
Title: Manager

[Signature]
(Signature of Witness #2)

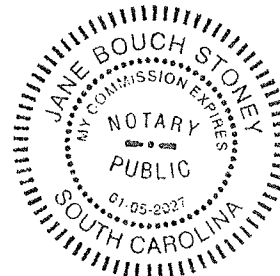
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

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
14th day of April, 2023.

[Signature]
Notary Public for South Carolina
My commission expires: 1-08-2027

(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 Second 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 25th day of May 2023.

WITNESSES:

By:

[Signature]

SYNOVUS BANK

By:

Jane Bouch Stoney

By:

Name:

Title:

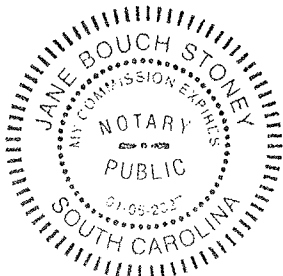
[Signature]
Juan Ayers
Commercial Banker

STATE OF South Carolina)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I, Jane Bouch Stoney, a Notary Public in and for the County and State aforesaid, certify that Synovus Bank, by Juan 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 14th day of April, 2023.



Jane Bouch Stoney

Notary Public for the State of South Carolina

Print Name: Jane Bouch Stoney

My Commission Expires: 1-05-2027

[SEAL]

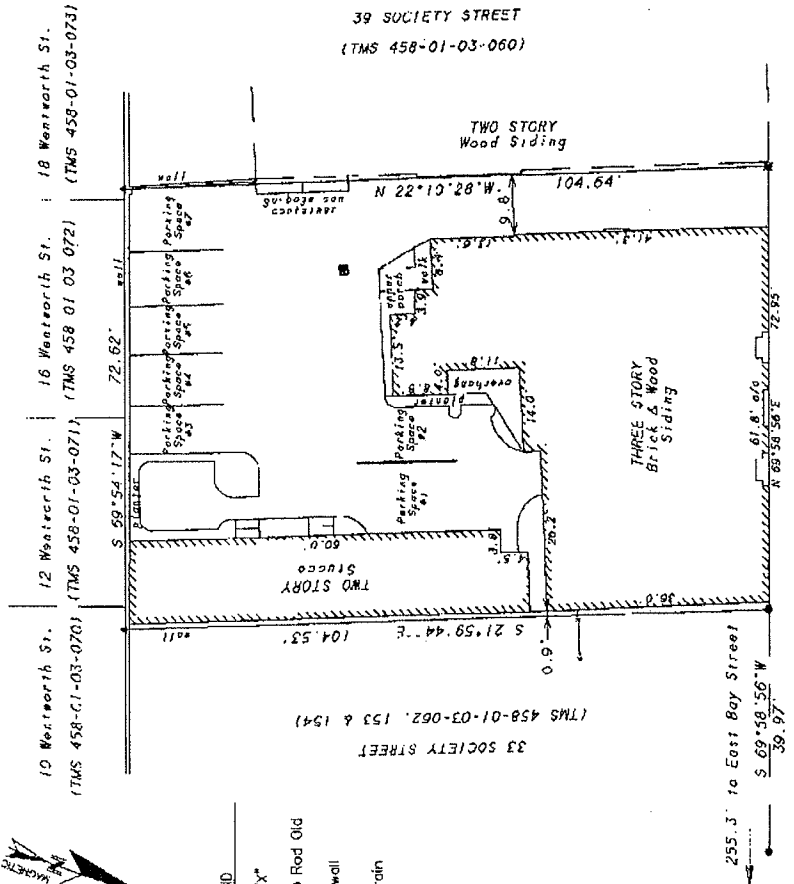
EXHIBIT A

[Attach Survey/Plot Plans]



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 B 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').
Ref. Map No. 15019C0516 K dated 01-29-2021
It is the responsibility of the owner and/or builder to verify the flood zone with the governing municipality prior to design and construction.
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 herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and that the survey exceeds the requirements of a Class A Survey as defined herein. I also state that there are no visible encumbrances or projections other than shown.

By:  James G. Pennington, P.L.S. No. 40293

Date: 12/8/22

SOCIETY STREET (40' R/W)

BOUNDARY SURVEY OF
35-37 SOCIETY STREET
LOCATED IN THE

CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA



2551 Ashley River Road
Charleston, SC 29414
Phone (843) 571-5191
Email: PalmettoLandSurveying@gmail.com

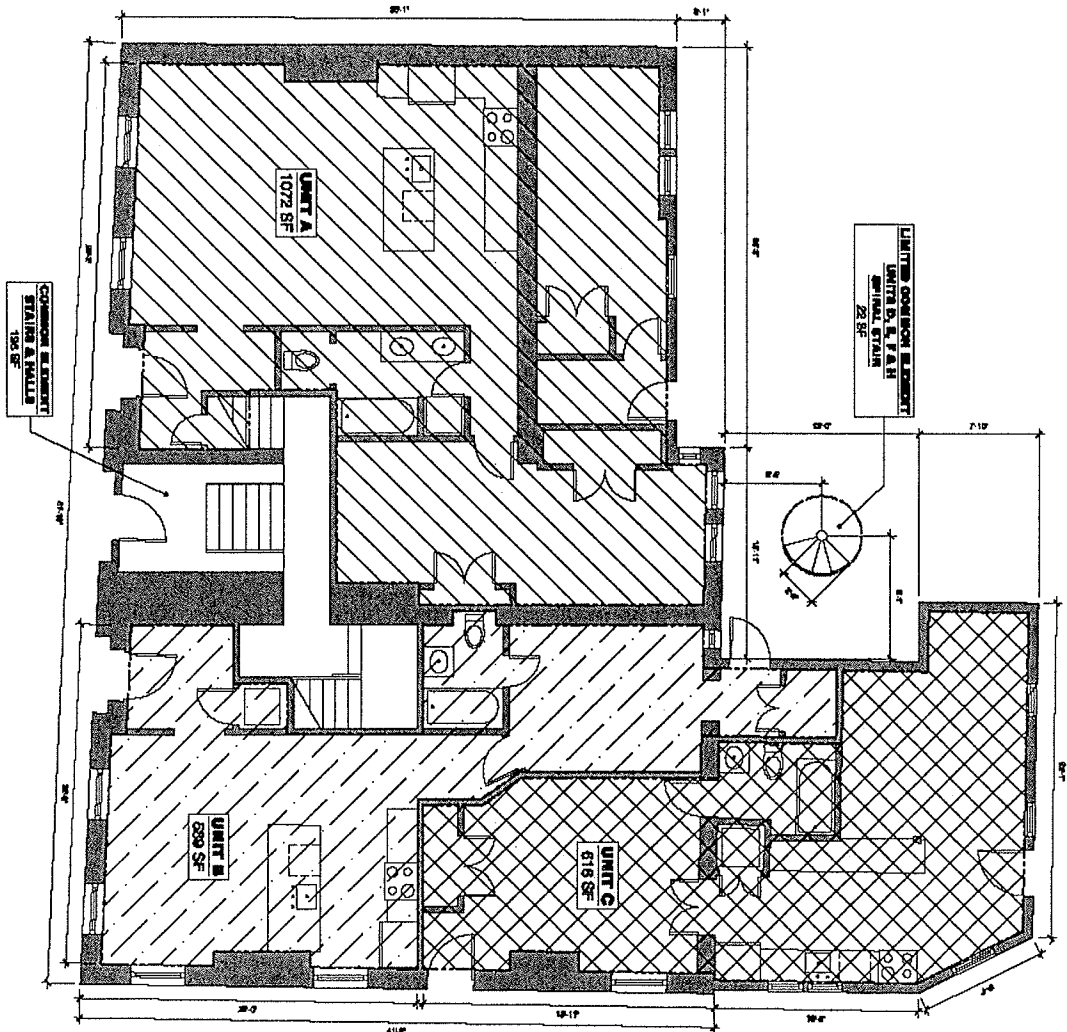
PREPARED EXCLUSIVELY FOR:
511 Mission Ave LLC
289 Main Street LLC
SITE LOCATION:
35-37 Society Street
Charleston, SC 29401

FIELD SURVEY DATES: 6/01/2022 - 06/02/2022	FIELD SURVEY BY: JJ	CLIENT PROJECT NO.: 7222	SHEET OF 1
DRAWING DATE: 8 December 2022	DRAWN BY: JGP	DRAWING FILE NO.: 10595.DWG	

EXHIBIT B

[Attach Elevations and Floor Plans]

1
EXISTING FIRST FLOOR UNIT LAYOUT PLAN
SCALE: 1/4" = 1'-0"



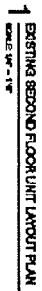
HORIZONTAL PROPERTY REGIME

38-37 SOCIETY STREET, CHARLESTON, SC 29401 TMS # 488 01 03 134

BBA
Rebekah Bryan Architect, LLC
1170 North Main Street
Charleston, SC 29401
Tel: 771-440-8800
info@bbarchitect.com

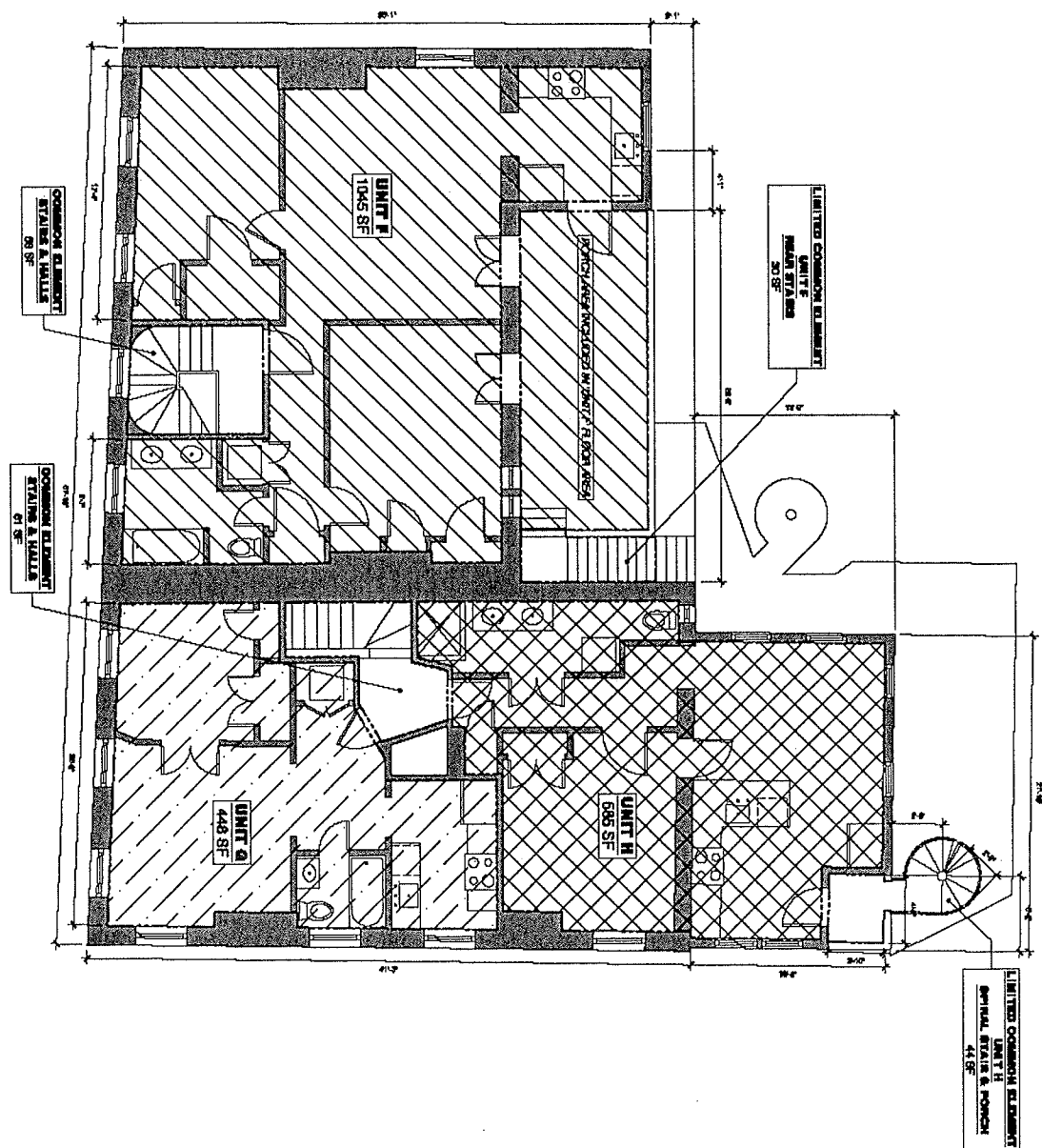
DATE: 5.17.2023
PROJECT NO: 2209
PROJECT NAME: HORIZONTAL PROPERTY REGIME
SCALE: 1/4" = 1'-0"
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

MAIN BUILDING
FIRST FLOOR
A-101



MAIN BUILDING
SECOND FLOOR
A-102

1
EXISTING THIRD FLOOR UNIT LAYOUT PLAN
SCALE: 1/4" = 1'-0"



HORIZONTAL PROPERTY REGIME

35-37 SOCIETY STREET, CHARLESTON, SC 29401 TMS # 458 01 03 134

BBA
Babak Beyran Architect
1000 North Main Street
Charleston, SC 29401
Tel: (843) 400-0000
info@babakbeyran.com

SCALE: 1/4" = 1'-0"

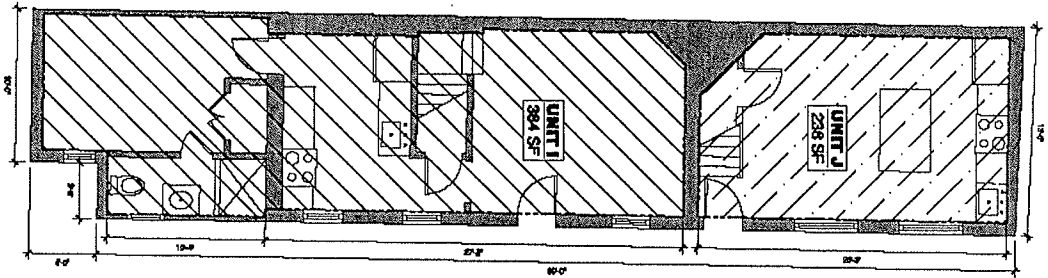
DATE: 2.17.2023

PROJECT: TMS # 458 01 03 134

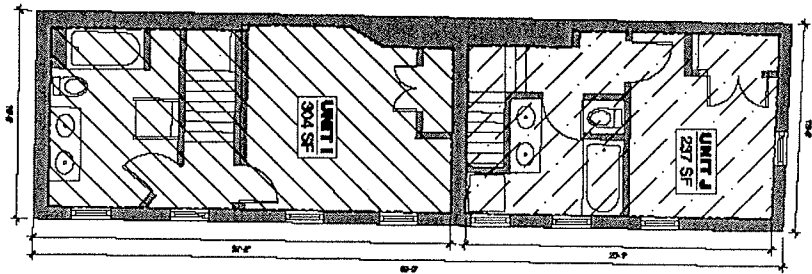
PROJECT: TMS # 458 01 03 134

PROJECT: TMS # 458 01 03 134

A-103
MAIN BUILDING
THIRD FLOOR



1 EXISTING FIRST FLOOR UNIT PLAN
SCALE: 1/8" = 1'-0"



2 EXISTING SECOND FLOOR UNIT PLAN
SCALE: 1/8" = 1'-0"

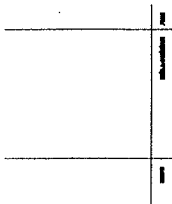
UNIT I	
FIRST FLOOR - 384 SF	
SECOND FLOOR - 304 SF	
TOTAL 688 SF	

UNIT J	
FIRST FLOOR - 238 SF	
SECOND FLOOR - 237 SF	
TOTAL 475 SF	

HORIZONTAL PROPERTY REGIME

38-37 SOCIETY STREET, CHARLESTON, SC 29401 TMS # 458 01 03 134

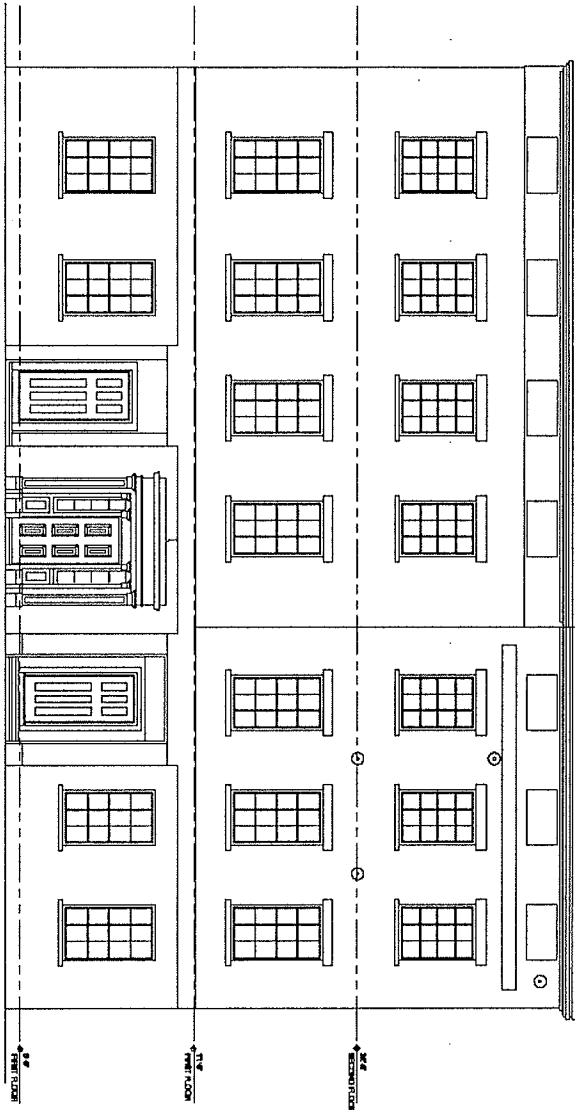
BBA
Babaluk Bryan Architects, LLC
2000 North Main Street
Charleston, SC 29401
Tel: 771-444-4444
info@babalukbryan.com



DATE: 5.17.2023
V.A. = 1'-0"
PROJECT: 2309
PROJECT: 2309

REAR BUILDING
FIRST & SECOND FLRS

A-104



1
MAIN BUILDING - NORTH ELEVATION
ROUTE 110 = 110'

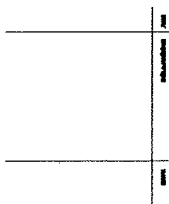
HORIZONTAL PROPERTY REGIME

38-37 SOCIETY STREET, CHARLESTON, SC 29401 TMS # 458 01 03 134

BBA

Rebekah Bryant Architect PC

Call Now
1-800-833-3333
www.hillcountrytexas.com

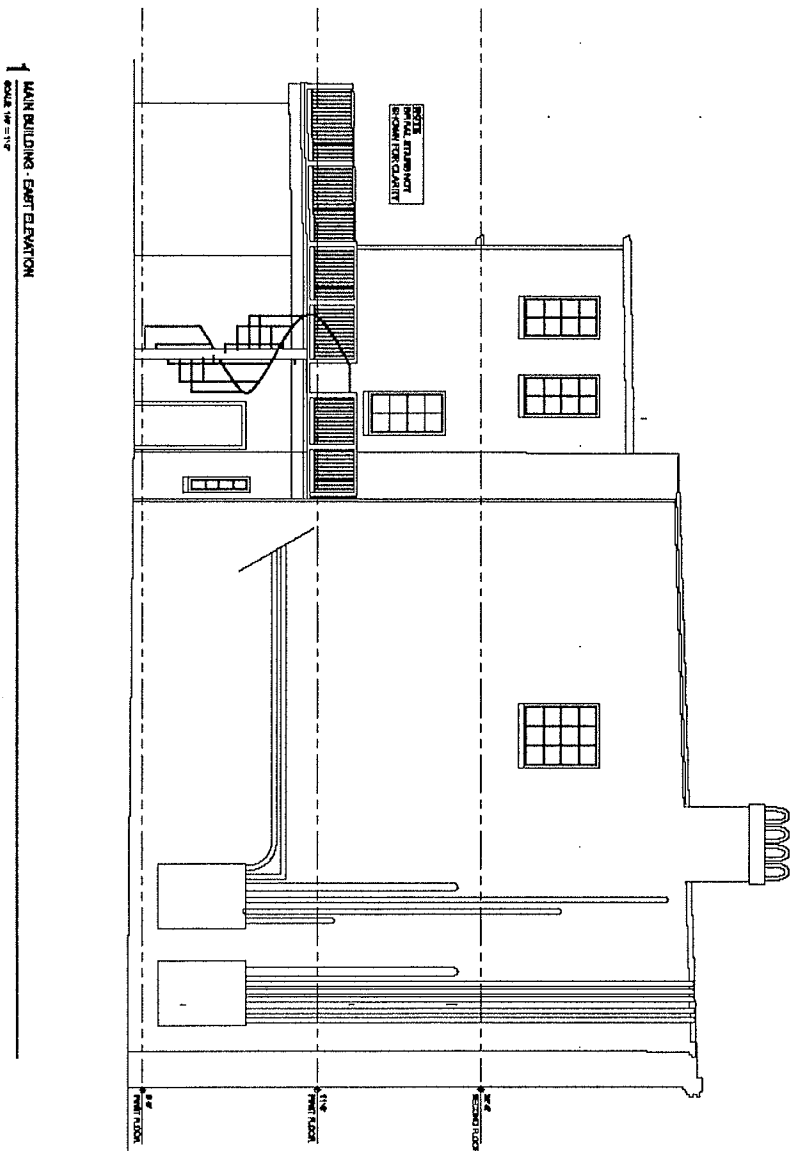


SIZE: $1/4" = 1'-0"$
 DATE: 5.17.2012
 PROJECT NO: 2309
 PROJECT NAME:

**EXTERIOR
ELEVATION**

A-300

THIS DOCUMENT IS THE PROPERTY OF BBA. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BBA. ANY VIOLATION OF THIS AGREEMENT SHALL BE SUBJECT TO LEGAL ACTION.



HORIZONTAL PROPERTY REGIME

35-37 SOCIETY STREET, CHARLESTON, SC 29401 TMS # 458 01 03 134

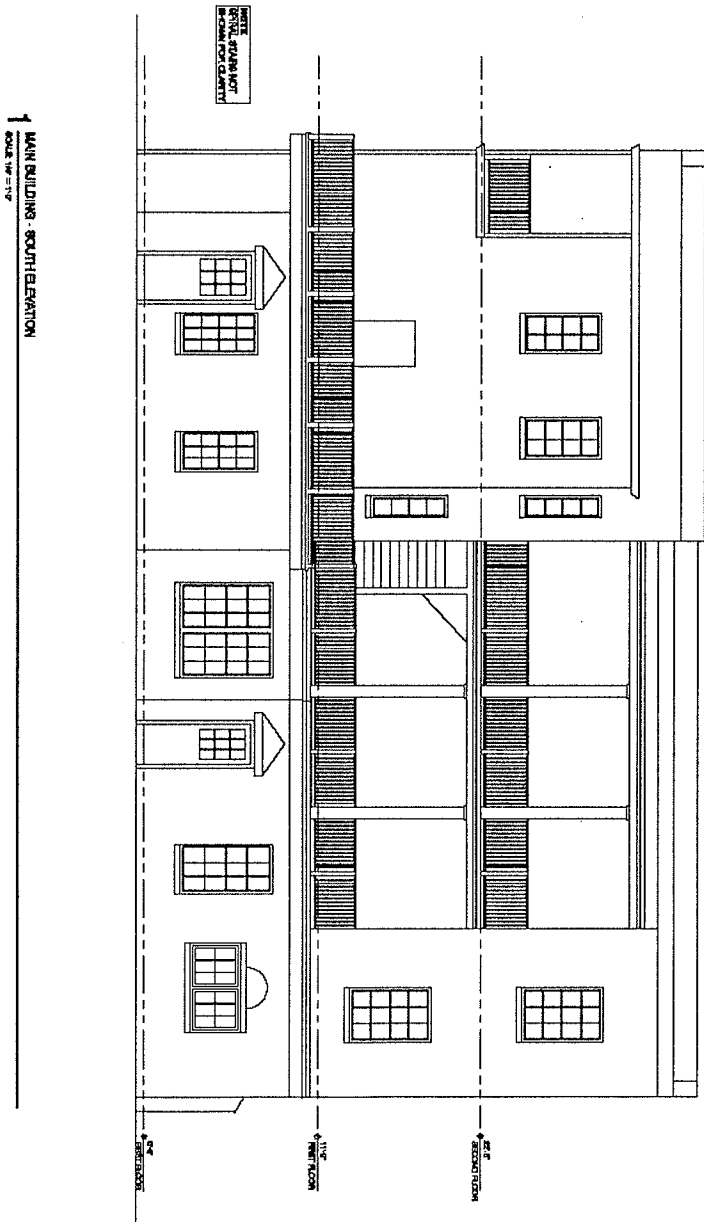
BBA
Rebekah Bryan Architect, LLC
1000 North Main Street
Charleston, SC 29401
Tel: 771-440-8800
info@bbaarchitect.com



SCALE:
1/4" = 1'-0"
DATE:
5.17.2013
PROJECT NO:
2009
PROJECT NAME:

EXTERIOR
ELEVATION

A-301



HORIZONTAL PROPERTY REGIME

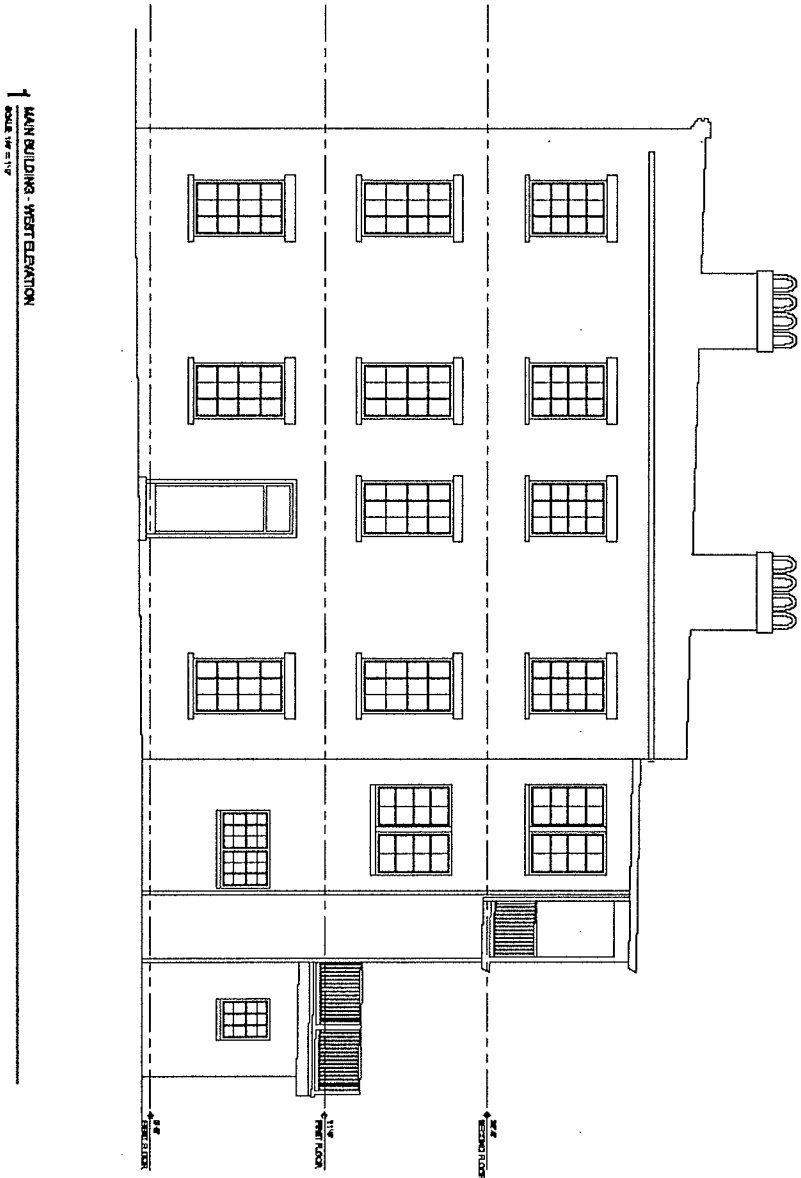
38-37 SOCIETY STREET, CHARLESTON, SC 29401 TMS # 488 01 03 134

BBA
Bryan Bryan Architect, P.C.
3000 North Main Street
Charleston, SC 29401
843-402-8888
bryanbryanarchitect.com



SCALE: 1/4" = 1'-0"
DATE: 5.17.2013
PROJECT NO: 2009
PROJECT NAME: HORIZONTAL PROPERTY REGIME

EXTERIOR
ELEVATION
A-302

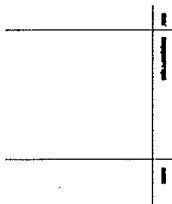


1 MAIN BUILDING - WEST ELEVATION
SCALE: 1/8" = 1'-0"

HORIZONTAL PROPERTY REGIME

35-37 SOCIETY STREET, CHARLESTON, SC 29401 TMS # 453 01 03 134

BBA
BBA Architect, P.C.
35-37 Society Street
Charleston, SC 29401
Tel: 771-440-0000
info@bbaarchitect.com

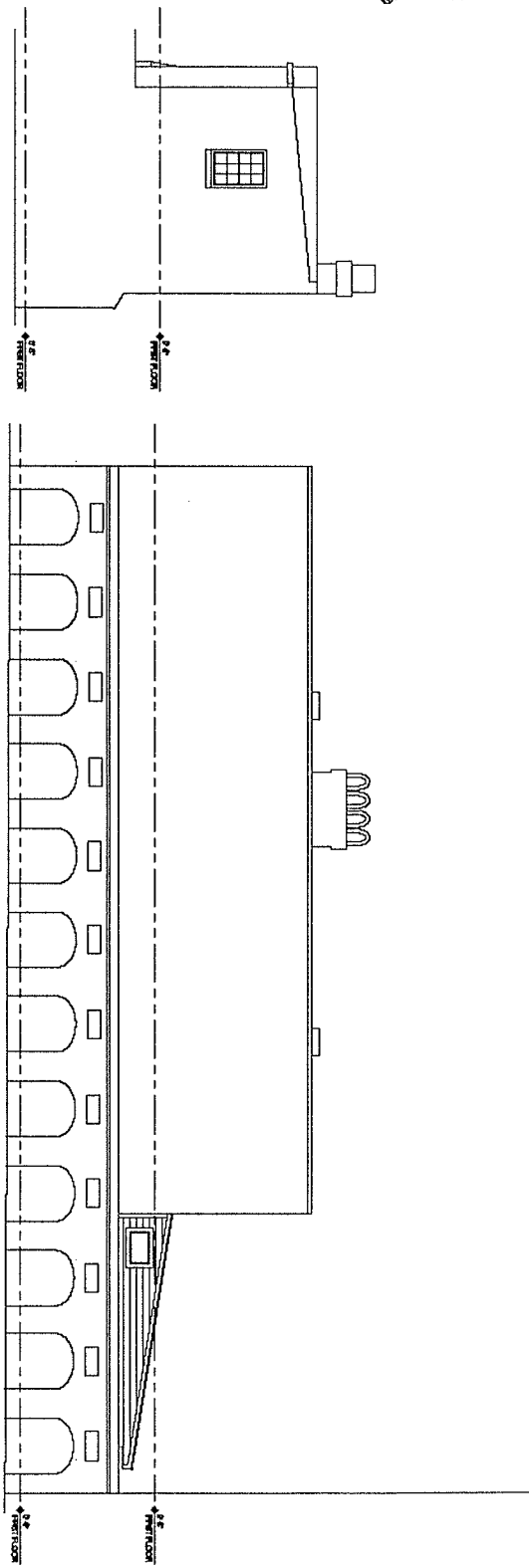


SCALE:
1/8" = 1'-0"
DATE:
5/17/2013
PROJECT NO:
2309
PROJECT NAME:

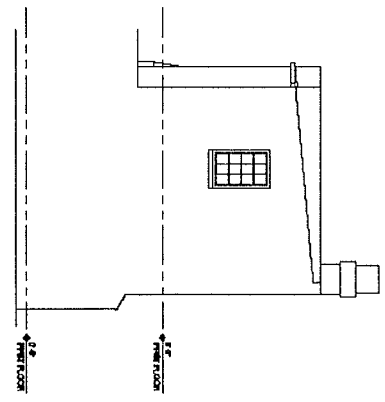
EXTERIOR
ELEVATION

A-303

THIS DOCUMENT IS AN INSTRUMENT OF PROFESSIONAL SERVICE AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT INCLUDE ANY OTHER SERVICES. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT INCLUDE ANY OTHER SERVICES.

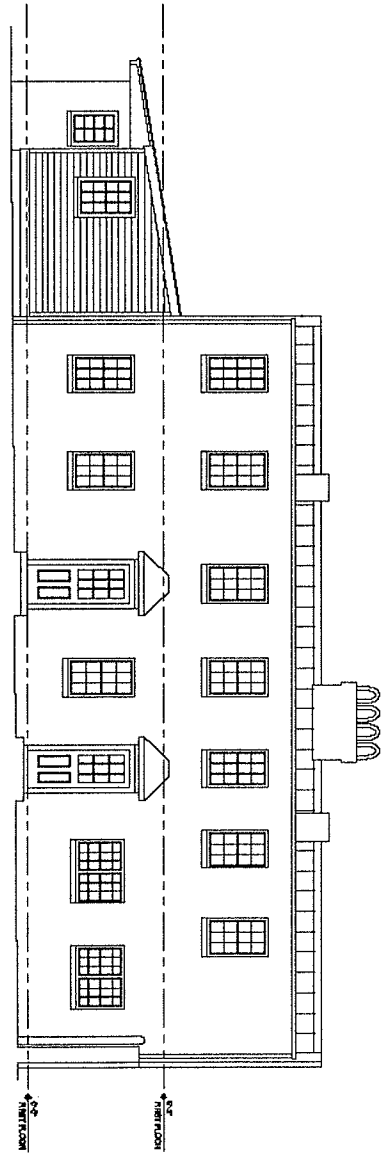


1 REAR BUILDING - NORTH ELEVATION
SCALE 1/8" = 1'-0"



3 REAR BUILDING - SOUTH ELEVATION
SCALE 1/8" = 1'-0"

2 REAR BUILDING - EAST ELEVATION
SCALE 1/8" = 1'-0"



4 REAR BUILDING - WEST ELEVATION
SCALE 1/8" = 1'-0"

HORIZONTAL PROPERTY REGIME

38-37 SOCIETY STREET, CHARLESTON, SC 29401 TMS # 458 01 03 134

BBA
Babal Bryan Architects, LLC
2100 North Street
Charleston, SC 29401
Tel: 843-723-1111
info@babalbryan.com



DATE: 5.17.2013
PROJECT NO: 2009
PROJECT NAME:

EXTERIOR
ELEVATIONS
A-304

EXHIBIT C

Rules and Regulations

For the

Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc.

Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc. (the “*Society Street Association*”) and the real property administered thereby (the “*Property*”) is governed by rules and regulations. When purchasing, residing in, or visiting the Society Street Association, all Unit Owners, tenants, lessees, or guests within the Property agree to and are bound by the following rules and regulations as the same may be adopted, modified, and amended from time to time by the Board of Directors of the Society Street Association (the “*Board*”).

1. Modifications or Additions. Any additions, changes, or modifications to any exterior portion of any Unit or to any Common Element must be approved in writing by the Board prior to the work commencing. This includes, but is not limited to, fences, decks, painting, doors, and windows.

- a. Each Unit Owner will be responsible for any damage caused to Common Elements and adjacent Units as a result of any work performed by or on behalf of such Unit Owner.
- b. Each Unit Owner shall be responsible for providing access to the Unit and ensuring that all workers will keep all common doors closed and locked at all times.
- c. Work must be performed between the hours of 8:00 A.M. and 6:00 P.M, Monday through Friday, excluding major holidays.
- d. All materials must be kept within the Unit at all times.
- e. Once set, project dates will need to be provided to the Board and the property manager.
- f. Any work outside the original scope approved by the Board, or any changes to such work after such approval has been granted, is subject to further review and approval by the Board.
- g. Each Unit Owner shall be responsible for securing all appropriate approvals and permits required by the City of Charleston, Charleston County, State of South Carolina, and other regulating authorities.
- h. For the avoidance of doubt, any work performed by or on behalf of any Unit Owner shall be subject to any and all terms, conditions, and restrictions contained in the Master Deed and/or the Bylaws, as the same may be amended from time to time.
- i. Unit Owners who commence work prior to receiving Board approval of same or without following any approval process will be fined, ordered to cease and desist, and shall be required to remove any work performed at the Unit Owner’s sole cost and expense.

Further, any work performed to any Unit, regardless of whether it is of a type requiring approval under this Section, shall be performed subject to and in accordance with the rules contained in subparagraphs (a) through (d) above.

2. Animals and Pets. The City of Charleston Laws and Ordinances regarding pets are applicable to the Property. Only dogs, cats or other small household pets are permitted to be kept on any portion of the Property. Each Unit Owner will be allowed to keep up to two pets (in total) at their residence. All pets shall weigh less than fifty (50) pounds and be of a temperament suitable for apartment dwelling.

a. No exotic animals, livestock, birds, or other poultry of any kind shall be raised, bred or kept in a Unit or any part of the Property.

b. No animals shall be kept, bred, or maintained for any commercial purpose.

c. No animals shall be kept that endanger the health of or unreasonably disturb the Unit Owner of any other Unit or any resident thereof.

d. All pets must be confined or on a leash at all times. No pets are to be tethered in an outside Limited Common Element or Common Element area.

e. A general liability policy of a minimum of \$500,000 coverage shall be required while any pet resides in a unit.

f. Pet owners are responsible for cleanup and removal of all fecal matter deposited by their pets. Any violation of such provision shall be subject to a fine of at least \$100.

3. Rentals. All leases for any Unit are subject to the approval of the Association. A copy of the proposed lease must be tendered to the Property Management company and the Association at least ten (10) business days before the anticipated execution of same. Short-term leasing under thirty (30) days is strictly prohibited and, in addition to all other rights and remedies which the Board and/or the Association may have at law or in equity, the Board shall have the right to assess a fine against any Unit Owner violating this restriction in the amount of \$250 per day. The minimum age to sign a lease must be twenty-five (25) years of age. Tenant must provide proof of renters insurance and/or owner general liability for renters. No Unit Owner may execute more than two (2) leases for any Unit per calendar year.

4. Prohibited Items. No garbage cans, supplies, bottles, toys, cloth lines, cloths or clothing shall be placed in corridors, on terraces, balconies, porches, decks, patios, stairways, any Common Area or Limited Common Area of the Property. The placing of furniture, plants and other items on the terraces, decks, or balconies of the Units or the Property shall be subject to the prior written consent of the Board.

a. No grills or fire pits of any kind shall be used at any Unit or on any portion of the Property.

b. Flags shall not be visible from the street through windows or utilized as interior blinds or shades.

c. No signs are permitted on any portion of a Unit, Common Area, or Limited Common Area without approval of the Board.

5. Parking/Prohibited Vehicles. No buses, trailers or mobile homes, motorcycles, boats, boat trailers, all-terrain vehicles, go-carts, campers, vans or vehicles on blocks, unlicensed vehicles, or any like vehicles shall be kept, stored, used, or parked overnight within the Property without prior approval from the Board.

6. Antennae, Satellite Dishes, etc. The Board must approve the location and size of any antenna, satellite dish, or similar device subject to local, state, and federal regulations.

7. Garbage. All garbage, rubbish and trash receptacles shall be stored and maintained only in areas expressly designated by the Board for rubbish collection.

8. Noise. No noxious or offensive activities shall be carried on or upon any Unit or the Property, nor shall anything be done there on which may or may become an annoyance or a nuisance to the other Unit Owners.

9. Parties. Parties are not permitted to extend into the Common Area including grounds and hallways of the building. Loud music and noise are prohibited after 11:00 p.m. to comply with applicable ordinances of the City of Charleston.

10. Insurance. All Owners are required to carry a comprehensive homeowner's condominium policy and must provide the Property Manager with a Certificate of Insurance naming Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc. as an additional insured at each renewal.

11. Board Access. The Board or its designees shall have the right to access to any Unit for the purpose of making inspections, repairs, replacements, or to remedy certain conditions which would result in damage to other portions of the Property. In the event the Board finds vermin, insects or other pests, it may take measures as it deems necessary to control or exterminate the same and be reimbursed by the Unit Owner for such control or extermination.

12. Association Fees. All Association fees are due on the first of the month and all special assessments are due within thirty (30) days of notice of such assessment. The last day to pay the monthly fee without a late fee is the 5th. If not paid, a late fee will be placed on the applicable Unit Owner's account and shall be due the following month. Late fees and regime fees will continue to accrue until paid in full. If any Unit Owner's account reaches 90 days past due, such account will be forwarded to an attorney for collection or foreclosure proceedings. Such Unit Owner will be charged and held accountable for all attorney's fees and collection fees associated with such Unit Owner's account.

EXHIBIT D-1

[Attach First Amendment to Bylaws]

**FIRST AMENDMENT TO
BYLAWS OF
THIRTY FIVE AND THIRTY SEVEN SOCIETY STREET
ASSOCIATION OF UNIT OWNERS, INC.**

THIS FIRST AMENDMENT TO BYLAWS (this "Amendment") of **Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc.** (the "Association"), is made and entered into effective as of December 8, 2022.

RECITALS:

A. Due to inadvertence and mistake, the Bylaws 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.";

B. Pursuant to Article IX of the Bylaws, the undersigned, being all of the Unit Owners, are authorized to amend the Bylaws as set forth below.

AGREEMENTS:

NOW THEREFORE, it is agreed as follows:

1. 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.".

2. From and after the date hereof, "Bylaws" shall be deemed to mean the Bylaws, as amended by this Amendment. The Bylaws and this Amendment, together, set forth the entire agreement and understanding of the parties to them, and supersede all prior agreements, arrangements and communications, whether oral or written, with respect to their subject matter. Except as modified by this Amendment, the Bylaws remains unchanged and, as modified, continues in full force and effect. In the event of any conflict between the terms of the Bylaws and the terms of this Amendment, the terms of this Amendment control.

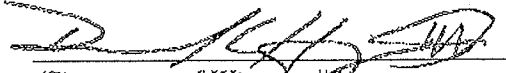
3. Copies (whether facsimile, electronic, photostatic or otherwise) of signatures to this Amendment are deemed to be originals and may be relied on to the same extent as the originals.

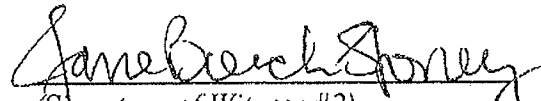
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Bylaws of Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc. as of the day and year first above written.

UNIT OWNERS:

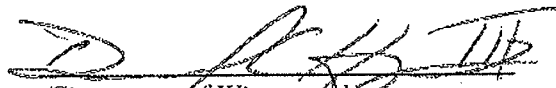
289 Main Street, LLC,
a Maine limited liability company

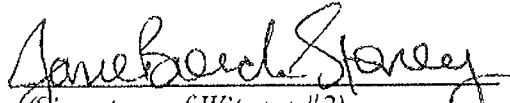

(Signature of Witness #1)

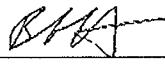

(Signature of Witness #2)

By: 
Name: Brooks G. Host
Title: Manager

511 MISSION AVE, LLC,
a California limited liability company


(Signature of Witness #1)


(Signature of Witness #2)

By: 
Name: Brooks G. Host
Title: Manager

Consent 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"). By its signature below, Mortgagee hereby consents to the execution of the foregoing FIRST AMENDMENT TO BYLAWS.

SIGNED AND EXECUTED this 20 day of September 2022.

WITNESSES:

By: _____

By: _____

SYNOVUS BANK

By: _____

Name: _____

Title: _____

EXHIBIT D-2

[Attach and Second Amendment to Bylaws]

**SECOND AMENDMENT TO
BYLAWS OF
THIRTY FIVE AND THIRTY SEVEN SOCIETY STREET
ASSOCIATION OF UNIT OWNERS, INC.**

THIS SECOND AMENDMENT TO BYLAWS (this "Amendment") of **Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc.** (the "Association"), is made and entered into effective as of May 25, 2023.

RECITALS:

Pursuant to Article VIII of the Bylaws, the undersigned, being all of the Unit Owners, hereby amend Article VII, Section 12 as set forth below.

AGREEMENTS:

NOW THEREFORE, it is agreed as follows:

1. 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 Bylaws.
2. Article VII, Section 12 of the Bylaws is hereby deleted in its entirety.
3. Copies (whether facsimile, electronic, photostatic or otherwise) of signatures to this Amendment are deemed to be originals and may be relied on to the same extent as the originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to Bylaws of Thirty Five and Thirty Seven Society Street Association of Unit Owners, Inc. as of the day and year first above written.

UNIT OWNERS:

289 Main Street, LLC,
a Maine limited liability company

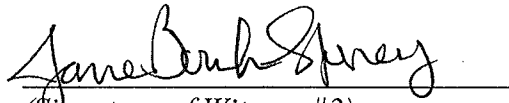

(Signature of Witness #1)

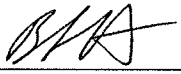

(Signature of Witness #2)

By: 
Name: Brooks G. Host
Title: Manager

511 MISSION AVE, LLC,
a California limited liability company


(Signature of Witness #1)


(Signature of Witness #2)

By: 
Name: Brooks G. Host
Title: Manager

Consent 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"). By its signature below, Mortgagee hereby consents to the execution of the foregoing SECOND AMENDMENT TO BYLAWS.

SIGNED AND EXECUTED this 25th day of May 2023.

WITNESSES:

By: [Signature]
By: Jane Earl Stoney

SYNOVUS BANK

By: [Signature]
Name: Susan Ayers
Title: Commercial Banker

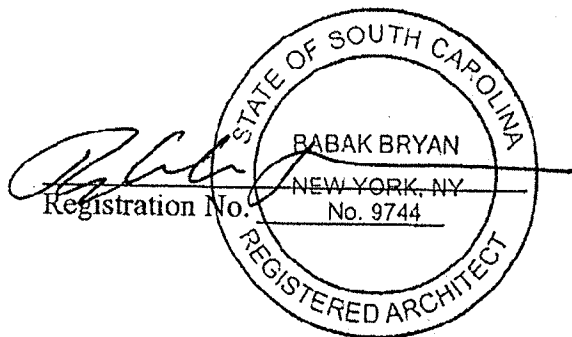
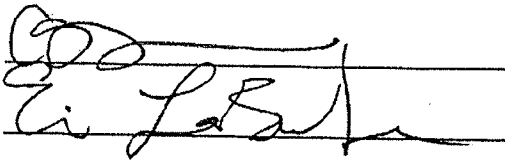
EXHIBIT E

ARCHITECT'S/ENGINEER'S CERTIFICATE

The undersigned Architect, Babak Bryan, Registration No. 9744, authorized and licensed to practice in the State of South Carolina, hereby certifies pursuant to Section 27-31-110, Code of Laws of South Carolina, that the plans attached as Exhibit B to the Second Amendment to Master Deed of Thirty Five and Thirty Seven Society Street Horizontal Property Regime to which this Exhibit E is attached fully and accurately, within reasonable construction tolerances, depict the dimensions, layout, area and location of the Units and the Common Elements of the Buildings, including all Common Elements affording access to each Unit, all shown thereon.

Witness my Hand and Seal this 23 day of MAY, 2023.

WITNESSETH:

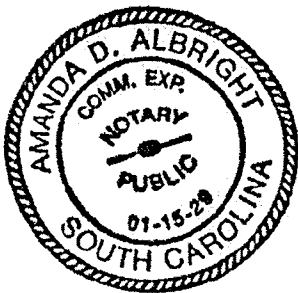


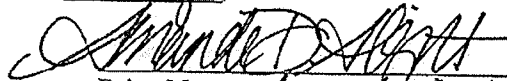
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, Amanda D. Albright (Notary Public), do hereby certify that Babak Bryan personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 23 day of MAY, 2023.




Print Name: Amanda D. Albright
Notary Public for South Carolina
My Commission Expires: 1/15/2029