

STATE OF SOUTH CAROLINA ) AMENDMENT TO MASTER DEED  
 ) OF WAGNER TERRACE CONDOMINIUMS  
 ) HORIZONTAL PROPERTY REGIME  
COUNTY OF CHARLESTON )

THIS AMENDMENT to the Master Deed of Wagner Terrace Condominiums Horizontal Property Regime ("Amendment") is made by Wagner Terrace Condominiums Horizontal Property Regime, Inc. ("Association") this 23<sup>rd</sup> day of January, 2019.

WITNESSETH:

WHEREAS, the Master Deed of Wagner Terrace Condominiums Horizontal Property Regime ("Master Deed") was recorded in the Register's Office for Charleston County on April 23, 2003, in Book U-445, at Page 167; and

WHEREAS, the Bylaws of Wagner Terrace Condominiums Horizontal Property Regime are attached as Exhibit "E" to the Master Deed; and

WHEREAS Article VII, Paragraph A of the Master Deed provides that the Master Deed may be amended by a vote of two-thirds (2/3) of the Co-Owners as indicated by the percentage of values attached as Exhibit D" at any meeting of the Council of Co-Owners duly called for such purpose; and

WHEREAS, at a meeting of the Council of Co-Owners held December 20, 2018 duly called for such purpose, two-thirds (2/3) of the Co-Owners as indicated by the percentage of values attached as Exhibit "D" voted to amend the Master Deed as hereinafter more particularly set forth.

NOW, THEREFORE, the Master Deed is amended as follows, to-wit:

**By adding Article XI, entitled "Leasing of Units" as follows:**

Any Lease shall be as to the entire Unit. Lease of one (1) or more rooms in a Unit (i.e., less than the entire Unit) shall be prohibited. A Lease shall be to the following groups of persons and no others: (1) any number of persons related by blood or marriage and living and cooking together as a single housekeeping unit; or (2) no more than three unrelated persons living and cooking together as a single housekeeping unit. Notwithstanding any provision in the Master Deed to the contrary, the operation of a "boarding house" or "halfway house" or any other similar living arrangements (i.e., to one (1) or more individuals not residing together as a single housekeeping unit) where the individual rooms in a Unit are leased or "let out" to one (1) or more individuals, whether or not for valid consideration (i.e., money or other benefit) shall be prohibited. All Leases shall be in writing and for a period not less than six (6) months. A copy of the Lease shall be provided to the Association's Board of Directors prior to occupancy of the Unit by the tenant. The Owner of a Leased Unit shall be jointly and severally liable to the Association or another Owner for any injury or damage caused by the tenant or the tenant's guests to Association or such Owner, respectively. Any Lease shall be subordinate to any lien filed by the Association whether filed before or after the date of the Lease. All tenants shall be required to comply with the Master Deed, Bylaws, any rule or regulation adopted by the Board of Directors, and any other provision relating to the Leased Unit. Association shall have the right, upon thirty (30) days prior notice via regular mail to Owner and tenant, to terminate the Lease in the event tenant or tenant's guests violate the Master Deed, Bylaws, any rule or regulation adopted by the Association's Board of Directors, or any other provision relating to the Leased Unit. In the event any Owner fails to comply with the terms and provisions contained in this Section, Association shall have the right to take any of the actions contained in Article X of the Master Deed entitled "COMPLIANCE".



**By changing Article IV, Section G:**



Amend Article IV, Section G of the Bylaws of Wagner Terrace Condominiums Horizontal Property Regime, attached as Exhibit "E" to the Master Deed, so as to decrease the penalty for not paying an assessment within ten (10) days of the due date from \$75.00 to \$25.00, plus two (2%) percent of the assessment per month from the date when due.


EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Master Deed, as it may be amended from time to time, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned President of the Association has set his hand and seal this 23<sup>rd</sup> day of January, 2019.

WITNESSES:

WAGNER TERRACE CONDOMINIUMS  
HORIZONTAL PROPERTY REGIME, INC.

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

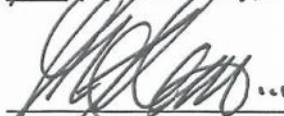
By:   
\_\_\_\_\_  
Michael Culler  
Its: President

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF CHARLESTON     )

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he is not a party to or beneficiary of the within transaction; that (s)he saw the within named WAGNER TERRACE CONDOMINIUMS HORIZONTAL PROPERTY REGIME, INC., by Michael Culler, its President, sign, seal and as its act and deed, deliver the within in written instrument, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

  
\_\_\_\_\_

SWORN to before me this  
23<sup>rd</sup> day of January, 2019.


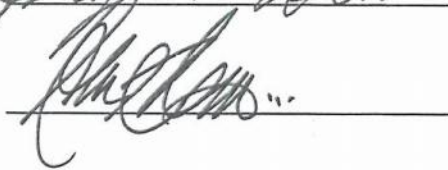
  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 6/30/22


STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

CERTIFICATION

I, the undersigned Michael Culler, as President of WAGNER TERRACE HORIZONTAL PROPERTY REGIME, INC, do hereby certify that the foregoing Amendment was duly approved by Association in accordance with its Bylaws.

WAGNER TERRACE HORIZONTAL  
PROPERTY REGIME, INC.

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

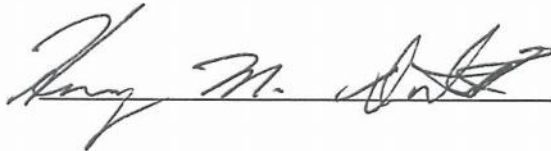
BY:   
\_\_\_\_\_  
Michael Culler  
Its: President

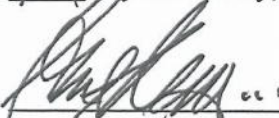
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he is not a beneficiary or party to the within transaction; that (s)he saw the within named WAGNER TERRACE HORIZONTAL PROPERTY REGIME, INC., by and through Michael Culler, its President, 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  
23<sup>rd</sup> day of January, 2019.

  
\_\_\_\_\_

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 6/30/20

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