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STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) SECOND AMENDMENT TO MASTER DEED
) FOR 9 BOGARD STREET
) HORIZONTAL PROPERTY REGIME

THIS SECOND AMENDMENT TO MASTER DEED FOR 9 BOGARD STREET HORIZONTAL PROPERTY REGIME (the "Second Amendment") is made this 26 day of April, 2006, by 9 Bogard Street Condominium Property Owners Association, Inc., a South Carolina non-profit corporation (the "Association").

WHEREAS, by Master Deed for 9 Bogard Street Horizontal Property Regime dated September 21, 2004, and duly recorded at the Charleston County R.M.C. Office on September 24, 2004, in Book L-510, at Page 200 (the "Master Deed"), Yellow Dog Design & Development, LLC, a South Carolina limited liability company, created a horizontal property regime upon certain property situated in Charleston County, South Carolina; and

WHEREAS, the Master Deed was heretofore amended by the First Amendment to the Master Deed dated November 5, 2004, and duly recorded at the Charleston County R.M.C. Office on November 8, 2005, in Book H-515, at Page 248; and

WHEREAS, pursuant to Article 16, Section 16.2 (b) of the Master Deed, the Association has the right to amend the Master Deed upon the affirmative vote of Members holding at least sixty-seven (67%) percent of total vote in the Association; and

WHEREAS, pursuant to Section 2.9 of the Bylaws of the Association, action may be taken without a meeting by the unanimous written consent of the Members; and

WHEREAS, all of the Members desire to further amend the Master Deed as set forth in this Second Amendment.

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THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Association hereby further amends the Master Deed as follows:

1. That Section 1, Definitions, Limited Common Area, is hereby amended in its entirety to read as follows:

"Limited Common Area" means any portion of the Common Area which is set aside and assigned in this Master Deed, including attached Exhibit II, for the exclusive use of the Owner or Owners of the Unit or Units to which they are attached or assigned, and includes the entire interior and exterior of a building, including the roof, porches, windows, and decks which serves only one Unit, the Unit's chimney structure and flue, if any; stairs serving less than all of the Units, and the spaces occupied by same; and assigned parking spaces. Any Limited Common Area may be assigned to one or more, but less than all, of the Units."

2. That Section 8.1 is hereby amended in its entirety to read as follows:

"8.1 Responsibility of Association.

Except as specifically provided to the contrary in this Master Deed, the Association will maintain the Common Area, excluding all Limited Common Areas, in good condition in accordance with proper maintenance procedures applicable thereto and will enforce any warranties with respect to the Common Area. In addition, the Association will repair or replace all parts of the Common Area, excluding all Limited Common Areas, as necessary. Except as otherwise provided in this Master Deed, the cost of same will be charged to the Owners as a Common Expense.

3. That Section 8.3 is hereby amended in its entirety to read as follows:

"8.3 Responsibility of Owners. In the event that the Board of Directors determines

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that the need for maintenance or repairs by the Association as provided for in this Section 8 is caused through the willful or negligent act of an Owner or the lessee of an Owner, their families, invitees or guests, or their pets, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs will be added to and become a part of the Assessment to which such Owner and his Unit are subject. In addition, each Owner will maintain, repair or replace at his own expense all portions of his Unit and Limited Common Areas assigned to his Unit, including property described in Section 3.2

(c) which may become in need thereof, including: the heating and air-conditioning system for such Unit, whether located within or outside of the Unit; all bathroom and kitchen fixtures and appliances; light fixtures; walls; roofs, windows, carpeting, drapes, doors, windows, screens window and door hardware; and other items within the Unit or assigned to the Unit. If an Owner does not make any repairs or replacements required to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired or replaced by the Association and the cost thereof will be added to and become a part of the Assessment to which such Owner and his Unit are subject.”

4. That all other terms and conditions of the Master Deed, as amended, which are not inconsistent with this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, all of the Members of the Association hereunto set their hands and seals as of the date stated above.

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RECORDER'S PAGE

NOTE: This page MUST remain with the original document



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AUDITOR STAMP HERE

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OCT 19 2006

POWELL A. LEVY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP *WDS*

DATE OCT 19 2006

DESCRIPTION	AMOUNT	
		Amend / <i>11.00</i>
Recording Fee	\$	11.00
State Fee		
County Fee		
Postage		
TOTAL	\$	11.00
\$ Amount (in thousands):		
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