



**"Occupant"** shall be defined as any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant, the Owner of such property, or a Guest of either. "Occupancy" shall be defined to mean the actual occupancy of any Unit in a manner consistent with the normal usage and purposes of the Unit or the right to so occupy the Unit, regardless of whether such right is ever exercised. It shall be presumed from the exercise of rights of a landlord even though actual occupancy is by tenant or licensee. The terms "occupy," "occupancy," and "use" are synonymous for the purposes of this Master Deed and any other Condominium Instruments.

2. New Article II, Section 2.48 is added to the Master Deed and shall read as follows:

**"Plans"** shall be defined as the floor plans, elevations and Unit table set forth in **Exhibits "B" and "C"** describing the Units as required by the Act.

3. New Article II, Section 2.49 is added to the Master Deed and shall read as follows:

**"Plat"** shall be defined as the plat of survey or site plan set forth in **Exhibit "B"** and describing the Property or various elements of the Regime in graphic form as required by the Act.

4. Article XIII is hereby deleted in its entirety and the following substituted in lieu thereof:

The Board has the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Master Deed and By-Laws, in order to enforce the provisions of this Article.

13.1 **Definition.** "Leasing," for purposes of this Master Deed, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

- 13.2 **Leasing Provisions.** Leasing of Units shall be governed by the following provisions:

- (a) **General.** Units may be leased only in their entirety; no fractional portion may be leased without prior written approval of the Board. All rentals must be for an initial term of no less than six (6) months; provided, however, (i) Mortgagees of record of Units may lease Units for periods of as little as one (1) month after taking possession of a Unit through foreclosure or deed in lieu of foreclosure and (ii) such restriction shall not apply to any Unit owned by the Declarant. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases unless prior written approval

is obtained from the Board. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. Failure of a Unit Owner to provide the Board with a copy of the lease within seven (7) days shall subject the Unit Owner to a daily fine as established by the Board from time-to-time and may be collected pursuant to Article X, Section 10.7 of the By-Laws. The Unit Owner must make available to the lessee copies of the Master Deed, By-Laws, and the Rules and Regulations. The Board may require that no adult Person be allowed to occupy any Unit subject to a lease unless they are signatory to and obligated by the lease.

- (b) Compliance with Master Deed, By-Laws, and Rules and Regulations, Use of Common Elements, and Liability for Assessments. Any lease of a Unit shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner and each lessee, by occupancy of a Unit, covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the Unit:

(i) Compliance with Master Deed, By-Laws, and Rules and Regulations. The lessee shall comply with all provisions of the Master Deed, By-Laws, and Rules and Regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased unit in order to ensure compliance with the foregoing. The Owner shall cause all Occupants of his or her Unit to comply with the Master Deed, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Master Deed, By-Laws, and Rules and Regulations adopted pursuant thereto. In the event that lessee, or a person living with or visiting the lessee, violates the Master Deed, By-Laws, or a Rule or Regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine shall be assessed against the lessee and collected in accordance with Article X, Section 10.7 of the By-Laws. If the fine is not paid by the lessee within the time period set by the Board, the Board may assess the fine against the Owner and the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit and may be collected pursuant to the terms of Article X, Section 10.7 of the By-Laws.

Any violation of the Master Deed, By-Laws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any Person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with South Carolina law. The Owner hereby delegates and assigns to the Association, acting

through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Master Deed, By-Laws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf of, and for the benefit, of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be in assessment and lien against the Unit.

(ii) Use of Common Elements. Except where the Owner also occupies the Unit, the Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Regime, including, but not limited to, the use of any and all recreational facilities.

(iii) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any Annual, Special or Specific Assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay the Association all unpaid Annual, Special, and Specific Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by the lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under this Master Deed as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessment, for which he or she would otherwise be responsible.

Except as modified in this Second Amendment, the Master Deed and the First Amendment shall remain in full force and effect.



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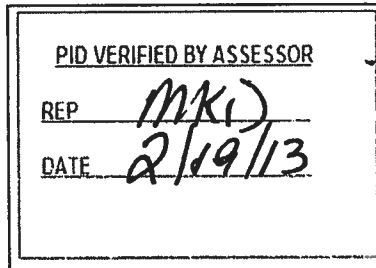
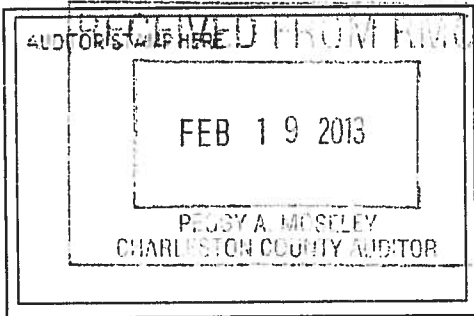
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