<u># PGS:</u> 9

STATE OF SOUTH CAROLINA) TWENTIETH AMENDMENT TO THE
) MASTER DEED OF FORT SUMTER
COUNTY OF CHARLESTON) HOUSE HORIZONTAL PROPERTY
REGIME

This Twentieth Amendment to the Master Deed of Fort Sumter House Horizontal Property Regime (the "Regime") is made as of the the day of August, 2020 by the Fort Sumter House Association, Inc., a South Carolina non-profit corporation (the "Association").

WHEREAS, the Regime was established by the recordation of the Master Deed establishing Fort Sumter House Horizontal Property Regime dated September 8, 1975 and recorded in the Charleston County RMC Office in Book O107, Page 292, and was amended as follows: Amendment Number One dated November 24, 1975 and recorded in Book F108, Page 355; Amendment Number Two dated May 7, 1976 and recorded in Book A110, Page 144; Amendment Number Three dated February 21, 1977 and recorded in Book S111, Page 65; Amendment Number Four dated July 25, 1977 and recorded in Book B113, Page 241; Amendment Number Five dated December 16, 1980 and recorded in Book G124, Page 151; Amendment Number Six dated March 10, 1982 and recorded in Book Y127, Page 121; Amendment Number Seven dated July 30, 1982 and recorded in Book B129, Page 359; Amendment Number Eight dated March 31, 1992 and recorded in Book J212, Page 809; Amendment Number Nine (erroneously entitled "First Amendment to Master Deed") dated July 6, 2004 and recorded in Book N504, Page 85; Amendment Number Ten dated August 30, 2006 and recorded in Book N598, Page 537: Amendment Number Eleven dated November 2, 2006 and recorded in Book G605, Page 891; Amendment Number Twelve dated January 25, 2013 and recorded in Book 0306, Page 335; Amendment Number Thirteen dated December 1, 2013 and recorded in Book 0376 at Page 819; Amendment Number Fourteen dated October 21, 2014 and recorded in Book 0436 at Page 656; Amendment Number Fifteen dated January 6, 2015 and recorded in Book 0452 at Page 839; Amendment Number Sixteen dated October 30, 2016 and recorded in Book 0595 at Page 794; Amendment Number Seventeen dated March 14. 2017 and recorded in Book 0624 at Page 307; Amendment Number Eighteen dated April 3, 2018 and recorded in Book 0712 at Page 750; and Amendment Number Nineteen dated August 5, 2019 and recorded in Book 0823 at Page 300. (collectively, the "Master Deed"): and

WHEREAS, the said Master Deed, as amended by Amendment Number Two, provides in Paragraph 8 as follows:

"Developer, its successors and assigns, may unilaterally without the prior written consent of any other co-owner or mortgagee amend the Master Deed at any time or times to designate which portions of corridors on floors two through seven inclusive are limited common elements and to which Apartments such portions of corridors are assigned, provided only that no Apartment shall be denied access thereby. The co-owner(s) of Apartments so designated shall have the right to erect a partition between that portion of

the corridor designed as a limited common element for said Apartments and the balance of the corridor provided that such partition shall be constructed in a manner and pursuant to plans as approved by the Developer, its successors or assigns; within the area designated as a limited common element for said Apartments, the co-owner or co-owners of said Apartments may construct additional partitions as such co-owner or co-owners may see fit subject to the same conditions of approval."

WHEREAS, the Fort Sumter House Association, Inc., as successor to the Developer for the purpose of designating which portions of corridors are limited common elements and to which Apartments such portions of corridors are assigned, amended the Master Deed by Amendment Number Eight recorded in the RMC Office for Charleston County in Book J212 at Page 809 to provide that a portion of the corridor located on the second floor be designated as a limited common element reserved for the use of certain Apartments located on that floor, which Amendment was consented to by J. Henry Fair, Jr., who was, at the time, also a representative of the Developer; and

WHEREAS, the Master Deed was amended by Amendment Number Nineteen to permit the owners of Apartments 609 and 610 to erect a partition in the sixth floor corridor, as more fully set forth in said amendment; and

WHEREAS, the current owner of Apartments 609 and 610, Louise C. Strauss, Co-Trustee of the Fort Sumter House 609-610 Residence Trust dated January 9, 2020 (herein "Strauss"), and the current owner of Apartment 608 entered into an agreement, entitled "Door Relocation Agreement," which agreement was recorded in the Charleston County ROD Office in Book 0903, Page 316, and which requires Strauss to relocate the partition previously erected in the sixth floor corridor pursuant to the Nineteenth Amendment to the Master Deed to a location set forth in Exhibit "A" to said agreement, which Exhibit "A" is also attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, Strauss and the Fort Sumter House Association, Inc. are desirous of amending the Master Deed to re-designate a portion of the corridor on the sixth floor as a limited common element reserved for the use of Apartments 609 and 610 and to permit the relocation of the partition in said corridor pursuant to the Door Relocation Agreement described above.

NOW, THEREFORE, the Fort Sumter House Association, Inc. (the "Association") with the consent of Louise C. Strauss, Co-Trustee of the Fort Sumter House 609-610 Residence Trust dated January 9, 2020, hereby amends the Master Deed as follows:

1. The Nineteenth Amendment to the Master Deed is hereby rescinded, cancelled and of no further force and effect.

2. Paragraph 8(a) of the Master Deed is amended only as to Apartment Number 609 and Apartment Number 610 by adding the following language thereto:

"Provided, however, that the portion of the sixth floor corridor between the entrances to Apartments 609 and 610 and the location of the relocated partition (shown on Exhibit "A" as "NEW WALL/DOOR MOVED AN ADDITIONAL +/- 48" FROM ORIGINAL LOCATION") is hereby designated as a limited common element reserved for the use of Apartments No. 609 and 610; the co-owner or co-owners of Apartments 609 and 610 shall have the right to erect a partition and a partition door in said corridor at the above described relocated location, provided that such partition shall be constructed in a manner and pursuant to the plans approved by the Association. The co-owners of Apartments 609 and 610 shall be solely responsible for all maintenance and repairs to said partition and partition door, and to that portion of the corridor on the sixth floor designated as a limited common element reserved for the use of Apartments 609 and 610, as described above. The Association shall have no responsibility to maintain or repair said partition, the partition door or that portion of the corridor on the sixth floor designated as a limited common element reserved for the use of Apartments 609 and 610.

- 3. Although the Board of Directors of the Association has decided to acknowledge and adhere to the obligations of the parties to the above described Door Relocation Agreement, the Board has no obligation, nor is it bound, to do so. Strauss hereby acknowledges, and the Board hereby reasserts, that: (A) only the Board of Directors may unilaterally without the prior written consent of any other co-owner or mortgagee amend the Master Deed at any time or times to designate which portions of corridors on floors two through seven inclusive are limited common elements and to which Apartments such portions of corridors are assigned, (B) that such designations by the Board do not require the consent of any co-owner, and (C) only the Board of Directors may permit the co-owner(s) of Apartments so designated to erect a partition between that portion of the corridor designed as a limited common element for said Apartments and the balance of the corridor.
- 4. By signing this Amendment, Louise C. Strauss, Co-Trustee of the Fort Sumter House 609-610 Residence Trust dated January 9, 2020, as the owner of Apartments 609 and 610, hereby consents and agrees to the maintenance and repair responsibilities set forth in paragraph 2, above, and agrees that the same shall be binding on her and on all future owners of Apartments 609 and 610.
- 5. This Amendment shall be effective upon recordation of the same in the ROD Office for Charleston County and shall be binding upon the parties hereto, their respective heirs, successors and assigns.
- 6. Except as modified herein, the Master Deed, as amended, shall be and remain in full force and effect.

[Signature page follows]

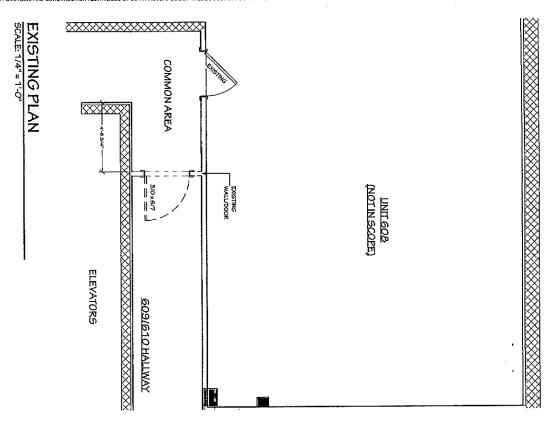
rsigned have executed this instrument as of the
Fort Sumter House Association, Inc.
By: HAL LOTTINGHEM Its: President
) ACKNOWLEDGMENT)
the undersigned Notary Public, do hereby e Association, Inc. by Hall Cohtant its e me this day and acknowledged the due execution
seal this 11th day of August, 2020.
(SEAL)
Carolina Car
SON SOUND ON COUNTRIES

IN THE PRESENCE OF:	Fort Sumter House Association, Inc.
Rashad millions	By: Helen Er Jacobs
HI ILA.	By: Helen E-Jacobs Its: Secretary
	is. Secretary
STATE OF South Carolina)
COUNTY OF Charleston) ACKNOWLEDGMENT
COUNTY OF Charleston	.)
I, Rashand MCKelo	, the undersigned Notary Public, do hereby see Association, Inc. by <u>Helm & Jacobs</u> , its
certify that the Fort Sumter House	re me this day and acknowledged the due execution
of the foregoing instrument.	To the this day and dollhowledged the due encouncing
Witness my hand and officia	I seal this 10th day of August, 2020.
witness my nand and officia	useal unis 10 day of 445477 , 2020.
	(SEAL)
Print name of Notary: Rashand Print name of Notary: Notary Public for State of South	M (Kelvey
Notary Public for State of Suc. 1.6	MININAD MC+
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	W KOIARL Z
	A PRINC A
	23-2017
	William CARTINI

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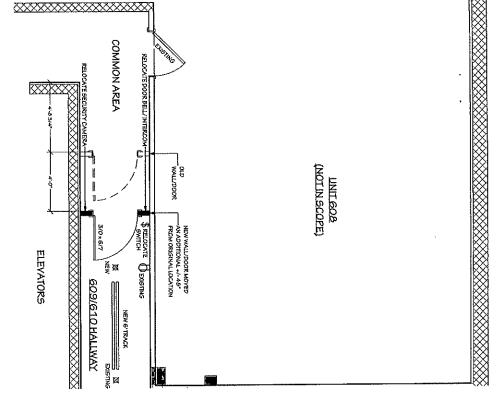
(SEAL)

EXHIBIT "A"



PROPOSED PLAN

ALL FRAMING IS TO BE ALIGNED TO PRODUCE STRAIGHT, PLUMB, AND LEVEL SURFACES, TIED-IN AS IF IT HAD BEEN BUILT WITH THE ORGINAL STRUCTURE. DIMENSIONS ON THE PLANS MAY VARY BY SEVERAL INCHES, OR MORE, IN ORDER TO OBTAIN THIS ALIGNMENT, AND SHALL BE DONE AT THE CONTRACTORS DISCRETION IN ORDER TO OBTAIN THIS ALIGNMENT.



Sheet:			07.08.2020	Drawn By: C.A.

CLASSIC REMODELING & CONSTRUCTION, INC. 1832 RIVER ROAD JOHNS ISLAND, SC 29455

843.763.3297 volce

843-766-9342 fax

STRAUSS RESIDENCE 1 KING STREET UNIT 609/610 INTERIOR RENOVATIONS

RECORDER'S PAGE

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