

**AMENDMENT TO MASTER DEED OF THE PELICAN POINTE
HOMEOWNERS ASSOCIATION OF UNIT OWNERS OF THE
PELICAN POINTE CONDOMINIUMS**

THIS AMENDMENT TO THE MASTER DEED OF THE PELICAN POINTE PROPERTY REGIME is made this 7TH day of November 2010, HAVING BEEN APPROVED BY A MAJORITY OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF UNIT OWNERS OF PELICAN POINTE CONDOMINIUMS (the "Association")

RECITALS

- A. Association is a condominium association established pursuant to the Master Deed for Pelican Pointe Property Regime to the provisions of § 27-31-10 § seq. of the South Carolina Code of Laws, 1976, as amended, from time to time known as the "Horizontal Property Act" (hereinafter referred to as the "Act"), and recorded January 23rd, 2007, in Register of Deeds of County of Charleston, South Carolina, as Document No. BKE613, pg006.
- B. Not less than a majority of the Board of Directors have voted to amend in certain respects.

Amendment to the Master Deed of the Pelican Pointe Condominium Association by Resolution of Pelican Pointe Homeowners Association.

WHEREAS, Article XXI (Amendment to Master Deed and Extraordinary Actions) of the Master Deed of the Pelican Pointe Homeowner Association vests sole authority in the Board of Directors to amend the Master Deed; and,

WHEREAS, in order to promote efficient administration of Association matters hereby amends Article XV (Reconstruction and Repair of Causality Damage), section C of the Master Deed, and adds additional language, as indicated below.

NOW THEREFORE, at a meeting of the Board of Directors which took place indicated below and at which a quorum was present, and pursuant to the provisions of the Master Deed (as containing in Article XXI thereof) for Pelican Point Homeowner Association authorizing the Board to amend the Master Deed, the Board of Directors of Pelican Pointe Homeowners Association hereby amends the Master Deed as follows:

- (1) Article XV, Section C, "Reconstruction or Repair of Casualty", is amended and deleted in its entirety.
- (2) Article XI, Maintenance and Repair, Section A, "By Unit Owners" is amended and the fourth sentence is deleted, and replaced with new language. This new section, Section A, is set out in its entirety as follows:

A. By Unit Owners. Every Unit Owner shall perform promptly all maintenance and repair work within his Unit which, if omitted, would affect the Condominium Property. Each Unit Owner shall be liable and responsible for the maintenance, repair and replacement of all air conditioning and heating equipment, stoves, refrigerators, fans or other appliances or equipment serving the Unit, all exterior window and door glass and those portions of the Unit's fire place interior including the flue, and all utility fixtures and/or their connections required to provide water, light, power, cable, telephone, sewage and sanitary service to the Unit. Each Unit Owner shall further be responsible and liable for the maintenance, repair and replacement of the exterior surfaces of any and all walls, ceilings and floors within his Unit including painting, decorating and furnishings, and all other accessories which such Unit Owner may desire to place or maintain in his Unit. Whenever the maintenance, repair and replacement of any item is occasioned by any loss or damage which may be covered by any insurance maintained by the Association, the insurance proceeds will be applied upon the issuance of proceeds after deductible is met. Responsibility of the cost of deductible is to the unit owner(s) of affected unit(s), not the Association. In the event of multiple affected units, responsibility will be based on the unit owner's pro-rata share of Percentage Ownership Interest, as defined in this Master Deed.

If a Unit Owner fails to perform any maintenance or repair within his Unit which, if omitted, would affect the Condominium Property, the Association may perform such maintenance as it deems necessary, twenty (20) days after giving written notice to such Unit Owner of the necessary maintenance. The cost of such maintenance performed by the Association shall be assessed exclusively against such Unit Owner and the Assessment shall be the personal obligation of such Unit Owner and a lien against such Unit to the same extent provided under Article VII of this Master Deed.

The Board of Directors of Pelican Pointe Homeowners Association, at a meeting held on November 7th, 2010, hereby adopts this resolution amending the Master Deed.

ASSOCIATION OF UNIT OWNERS OF PELICAN POINT CONDMINIUMS

By _____
President

By _____
Secretary

CERTIFICATION

The Undersigned President and Secretary of the Association of Unit Owners of Pelican Pointe Condominiums hereby certify that the attached Amendment to Master Deed of the Association of the Unit Owners of Pelican Pointe Condominiums was passed by the majority of board members as required in Article XXI of Pelican Pointe Master Deed.

By _____
President

By _____
Secretary

STATE OF SOUTH CAROLINA)
)
County of Charleston)

The foregoing instrument was acknowledged before the _____ day of _____, 2011, by _____, President of the Pelican Pointe Homeowners Association.

Notary Public of South Carolina
My Commission expires:

STATE OF SOUTH CAROLINA)
)
County of Charleston)

The foregoing instrument was acknowledged before the _____ day of _____, 2011, by _____, Secretary of the Pelican Pointe Homeowners Association.

Notary Public of South Carolina
My Commission expires: