



BP0081953

**AMENDMENT TO MASTER DEED OF
INDIGO HALL AT HOPE PLANTATION
HORIZONTAL PROPERTY REGIME**

PREPARED BY AND UPON RECORDING RETURN TO:

John F. Martin, Esq.
The Martin Law Firm
113 Wappoo Creek Drive
Charleston, SC 29412
Tel. (843) 762-2121
Fax (843) 762-2333
E-Mail: johnmartin@themartinlawfirm.net

THIS AMENDMENT TO MASTER DEED OF INDIGO HALL AT HOPE PLANTATION HORIZONTAL PROPERTY REGIME ("Amendment") is made this 18th day of September, 2009. The Master Deed, together with the Amended and Restated Master Deed of Indigo Hall at Hope Plantation Horizontal Property Regime, dated September 28, 2005 and recorded October 25, 2007 in Book X-641, Page 103 (collectively, the "Master Deed"), which created Indigo Hall at Hope Plantation Horizontal Property Regime ("Regime" and/or "Association") is hereby amended as follows:

WHEREAS, the Planned Unit Development, "PUD" that the Regime is located in has changed it's name from Hope Plantation to Kiawah River Estates; and

WHEREAS, Article 10, Assessments, Item 10.1, allows the "Association shall have the power to levy assessments for Common Expenses provided for herein and shall be used for the general purpose of health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Regime as may be more specifically authorized from time to time by the Board of Directors"; and

WHEREAS, Article 10, Item 10.2 allows for the: Creation of the Lien and Personal Obligation for Assessments, and

WHEREAS, the Regime desires to have the right to pay for each condominium unit's sewer and/or water usage directly to the providers as a common area expense, and

WHEREAS, the Condominium Association wishes to amend the Master Deed.

WITNESS:

1. Each of the matters set forth in the "WHEREAS" clauses above are hereby incorporated into the body of this Amendment as if same were fully reprinted herein.
2. The name of the Master Deed and the Regime is hereby changed to "Indigo Hall at Kiawah River Estates Horizontal Property Regime."
3. Article 10, Item 10.1 is hereby amended to read: Regime shall have the power to levy assessments for Common Expenses, including water and sewer, provided for herein and shall be used for the general purpose s of promotion of welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Regime as may be more specifically authorized from time to time by the Board of Directors.
4. Article 10, Item 10.2 is hereby amended to read: "Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessment or charges ("Annual Assessments"); (ii) special assessments ("Special Assessments"); and

(iii) specific assessments ("Specific Assessments"), all as herein provided. As such assessments, together with late charges, interest, costs, and reasonable attorney's fees actually incurred shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Specifically, a lien shall be made shall be made for public utilities for water and sewer. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as Mortgages are foreclosed under South Carolina law.

Such amounts shall also be the personal obligation of each Person who was the Owner of such Unit at the time when the assessment fell due and may be collected in the same manner as other debts or liens are collected under South Carolina law. Each Owner and each successor-in-title to the Unit shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dated as may be fixed by the Board of Directors; unless otherwise provided, the Annual Assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt such Owner from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Regime's failure to perform its obligations required under this Master Deed, or inconvenience or discomfort arising from the Regime's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

5. Article 10, Item 6 of the Master Deed is hereby amended to allow the Regime to subject all condominium units and common elements within the Regime to all the sewer and/or water costs that are hereinafter incurred from Seabrook Island Utility Commission ("Commission") and/or St. John's Water Company who provides these utilities. The Master Deed is hereby amended to require each condominium Owner to pay the regime fees, of which the Monthly Base Charges for sewer and/or water service would be a part. The Master Deed would also authorize the Regime to place liens against members for non-payment of Regime fees. If the "Commission" and/or St. John's Water Company is forced to disconnect service for non-payment of Monthly Base Charges, the Regime will (i) hold the Commission and/or St. John's Water Company harmless from any action taken by any member of the Regime against either the Commission and/or St. John's Water Company because of the service disconnect and (ii) allow the Commission and/or St. John's Water Company the right to place a lien against the common property of the Regime to cover the amount of unpaid Monthly Base Charges

Notwithstanding any other provisions of this Master Deed, all Units owned by the Declarant shall be exempt from any and all assessments so long as such Units are owned by the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Amendment of the Master Deed of Indigo Hall at Kiawah River Estates Horizontal Property Regime, this 18th day of September, 2009.

DECLARANT:
HOPE PLANTATION CONDIMINIUMS, LLC
a South Carolina Limited Liability Company

[Signature]
Witness

By: [Signature]
Edward D. Scott, it's Manager

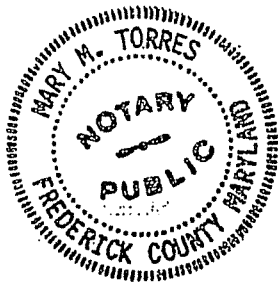
[Signature]
Witness

MARYLAND)
STATE OF SOUTH CAROLINA)
FREDERICK)
COUNT OF CHARLESTON)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of South Carolina do hereby certify that Hope Plantation Condominiums, LLC, by Edward D. Scott, it's Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 18th day of September, 2009.



[Signature]
Notary Public for ~~South Carolina~~ MARYLAND
My Commission Expires: 8/23/2013

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