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STATE OF SOUTH CAROLINA)
) **AMENDMENT TO MASTER DEED**
) **FOR PELICAN POINTE PROPERTY REGIME**
COUNTY OF CHARLESTON)

THIS AMENDMENT TO MASTER DEED FOR PELICAN POINTE PROPERTY REGIME is made this 5th day of ~~November~~, 2018, by **PELICAN POINTE HOMEOWNERS ASSOCIATION, INC.** ("Association"). *December*

WHEREAS, the Master Deed for Pelican Pointe Property Regime was recorded in the Register's Office for Charleston County, South Carolina on January 25, 2007, in Book E-613, at Page 6 (the "Master Deed"); and

WHEREAS, Article XXI, Section A., paragraph 2) of the Master Deed provides that a material amendment or extraordinary action must be approved by an affirmative vote of at least sixty-seven (67%) percent of all Unit Owners authorized to vote and voting at a meeting in which a quorum is present and by fifty-one (51%) percent of the Institutional Lenders who have provided notice to the Association in accordance with Article XX, Paragraph C of the Master Deed; and

WHEREAS, at a meeting of the Association held November 5, 2011, the herein below stated Amendment was approved by an affirmative vote of at least sixty-seven (67%) percent of all unit owners authorized to vote and voting at a meeting in which a quorum is present and by fifty-one (51%) percent of the Institutional Lenders who provided notice to Association in accordance with Article XX, Paragraph C of the Master Deed; and

NOW, THEREFORE, the Master Deed is amended so as to add Article XXVIII entitled "Capital Contribution; Transfer Fee" as follows:

ARTICLE XXVII. Capital Contribution; Transfer Fee

Each Purchaser of an Unit shall be required to pay a non-refundable contribution to the capital fund of the Association or a "transfer fee" in an amount equal to the selling price of the Unit multiplied by .0025. By way of example, if the selling price of an Unit is \$200,000.00, Purchaser shall be required to pay Association a non-refundable contribution to the capital fund or "transfer fee" in the amount of \$500.00. Such non-refundable contribution to the capital fund or "transfer fee" shall be collected from the Purchaser at closing by the closing attorney and promptly paid to the Association. In the event such non-refundable contribution to the capital fund or "transfer fee" is not paid as required, such non-refundable contribution to the capital fund or "transfer fee" shall constitute a lien on the Unit and Association shall have the right to collect same in the same manner as a delinquent assessment in accordance with the provisions of the Master Deed and By-Laws of Pelican

Pointe Homeowners Association, Inc..

And to ADD Section 8 to Paragraph E of Article X entitled "Authority of Board of Directors" so as to authorize the Board of Directors to borrow funds on behalf of the Association upon such terms and conditions as the Board shall determine by majority vote for the purpose of paying the costs of any repairs, renovations or replacement of the General and Limited Common Elements, including those portions thereof which contribute to the support of the buildings, and all conduits, cable, ducts, plumbing, wiring and other facilities located in the General and Limited Common Elements for the furnishing of utility and other services to more than one of the Units and said General and Limited Common Elements as follows:

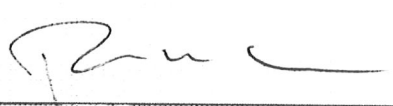
E. Authority of the Board of Directors.

8) To borrow funds on behalf of the Association upon such terms and conditions as the Board shall determine by majority vote for the purpose of paying the costs of any repairs, renovations or replacement of the General and Limited Common Elements, including those portions thereof which contribute to the support of the buildings, and all conduits, cable, ducts, plumbing, wiring and other facilities located in the General and Limited Common Elements for the furnishing of utility and other services to more than one of the Units and said General and Limited Common Elements.

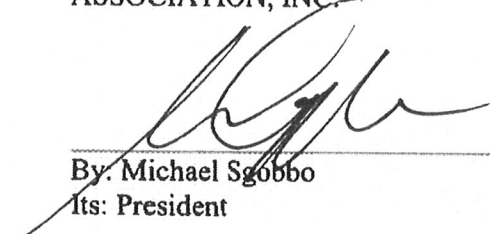
EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Master Deed, as it may have been amended from time to time, shall remain in full force and effect.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

PELICAN POINTE HOMEOWNERS
ASSOCIATION, INC.



Witness #1



By: Michael Sgobbo
Its: President



Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he is not a party to or beneficiary of the within transaction and saw the within named Pelican Pointe Homeowners Association, Inc., by and through, Michael Sgobbo, its President, sign, seal and as its act and deed, sign the within written Certification; and that (s)he with the other witness witnessed the execution thereof.

[Handwritten Signature]

SWORN to before me this
5TH day of ~~November~~, 2018.
December

Notary Public for South Carolina
My Commission Expires: _____



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) PROBATE

PERSONALLY APPEARED before me the undersigned witness, and made oath that (s)he is not a party to or beneficiary of the within transaction and saw the within named Pelican Pointe Homeowners Association, Inc. by and through, Michael Sgobbo, its President, sign, seal and as its act and deed, sign the within written Amendment and that (s)he with the other witness witnessed the execution thereof.

Jesus Fullen

SWORN to before me this
5 day of ~~November~~, 2018.
December

Notary Public for South Carolina
My Commission Expires: _____



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) CERTIFICATION

I, the undersigned Michael Sgobbo, as President and of Pelican Pointe Homeowners Association, Inc., do hereby certify that the within Amendment was approved by the required number of Unit Owners and Institutional Lenders per the Master Deed at a meeting of the Association held November 10, 2018.

PELICAN POINTE HOMEOWNERS
ASSOCIATION, INC.

[Signature]
Jesus Fullen

BY:

[Signature]
Michael Sgobbo
Its: President

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Elaine H. Bozman, Register Charleston County, SC		

MAKER:

PELICAN POINTE HOA INC

RECIPIENT:

N/A

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DATE 12/28/2018

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E613 Original Book	006 Original Page	D Doc Type	14:59:56 Recorded Time