

Buist Byars Pearce & Taylor, LLC  
Attn: G. Hamlin O'Kelley, III  
1051 Chuck Dawley Blvd.  
Mount Pleasant, SC 29464

**STATE OF SOUTH CAROLINA )**  
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**)**  
**COUNTY OF CHARLESTON )**

**EIGHTH AMENDMENT TO**  
**MASTER DEED FOR**  
**EGRET'S WALK HORIZONTAL**  
**PROPERTY REGIME**

THIS EIGHTH AMENDMENT TO THE MASTER DEED FOR EGRET'S WALK HORIZONTAL PROPERTY REGIME (this "Eighth Amendment") is made this 17th day of October, 2006, by Egret's Walk Condominium Association, Inc., a South Carolina non-profit corporation.

**BACKGROUND STATEMENT**

WHEREAS, John Wieland Homes and Neighborhoods of the Carolinas, Inc., a Georgia corporation ( the "Developer"), has previously made, submitted and established the Master Deed for Egret's Walk Horizontal Property Regime (the "Master Deed"), and submitted the Property more particularly described in Exhibit A thereto to the said Horizontal Property Regime; and

WHEREAS, the Master Deed, dated September 22, 2004, and recorded October 11, 2004 in the Office of the RMC for Charleston County in Book B511 at Page 108; and

WHEREAS, on November 15, 2005, the Developer has turned over the Egret's Walk Horizontal Property Regime to the Egret's Walk Condominium Association, Inc., a South Carolina non-profit corporation; and

WHEREAS, pursuant to Paragraph 21, page 36 of the Master Deed, the Egret's Walk Condominium Association, Inc., is authorized to amend the Master Deed by affirmative vote, written consent, or any combination or affirmative vote and written consent of the members of the Association holding sixty-seven per cent (67%) or more of the total eligible vote thereof; and

WHEREAS, a vote was held in which sixty seven per cent (67%) of the Association's members voted to amend the Master Deed by affirmative vote as certified by the President and Secretary of the Association as set forth in Exhibit "A" hereto;

NOW, THEREFORE, the Egret's Walk Condominium Association, Inc., pursuant to the provisions of Paragraph 21, page 36 of the Master Deed, hereby amends the Master Deed and the Exhibit "D", the Bylaws of Egret's Walk Condominium Association, thereto as follows:

1. All capitalized terms used herein but not defined herein shall have the definitions set forth in the Master Deed.

2. Paragraph 16, page 29, of the Master Deed is amended by adding the following paragraph:

16. SALE OF UNITS

Except for the Developer...or in any third party.

Within seven (7) days ...in determining such Owner's identity

Upon the sale or transfer of any Unit, the buyer of the Unit will pay to the Egret's Walk Condominium Association, Inc., an amount equal to TWO MONTHS of Egret's Walk Condominium Association, Inc., assessment fee with said two months fee to be paid to the Egret's Walk Condominium Association, Inc., by the buyer at the time of closing. This two-month fee will be determined by the Board when preparing the budget for the calendar year. The two-month fee will be calculated as of the date of the closing the property. Such fee is to be paid by and through the closing attorney's trust account in favor of Egret's Walk Condominium Association, Inc., to itself directly or to any agency, management company, manager, representative, attorney, attorney-in-fact, or any other person firm or entity to whom Egret's Walk Condominium Association, Inc., directs in writing to be paid this fee by the Buyer at closing.

3. Exhibit "D", Bylaws of Egret's Walk Condominium Association, Inc. Article III Board of Directors, C. Powers and Duties, Section 2 Management Agent is amended in its entirety with the following:

Section 2. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services, as the Board shall authorize. Developer or an affiliate of Developer may be employed as managing agent or manager. The Board shall use reasonable efforts in any management contract to provide for termination of such contract by the Association, with or without cause and without penalty upon no more than ninety (90) days prior written notice. No management contract shall have a term in excess of one (1) year. The Association and the Master Association shall not be required to use the same management agent.

IN WITNESS WHEREOF, the Egret's Walk Condominium Association, Inc., has caused this Amendment to the Master Deed to be executed and to be effective as of this 17<sup>th</sup> day of October, 2006.

WITNESS:

Egret's Walk Condominium Association, Inc.

Ronnie O'Neil

Alan F. Eysen  
By: ALAN F. EYSEN  
Its: President

Margaret S. Kealey

STATE OF South Carolina

COUNTY OF Charleston )

ACKNOWLEDGMENT

I, Margaret S. Kealey, do hereby certify that Egret's Walk Condominium Association, Inc., by Alan Guseen, its President, personally appeared before me this day and acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this 1 day of November 2006.

Margaret S. Kealey  
Notary Public for  
My Commission Expires: Sept. 24, 2012

EXHIBIT "A"CERTIFICATION OF THE PRESIDENT AND SECRETARY OF THE EGRET'S  
WALK CONDOMINIUM ASSOCIATION, INC.

Personally appeared before me Alan Eysen, the President of Egret's Walk Condominium Association, Inc., and Joe Gallagher Secretary of the Egret's Walk Condominium Association, Inc., who, both being duly sworn, alleges and states as follows:

1. We are the duly elected President and Secretary of the Egret's Walk Condominium Association, Inc.
2. We are each over twenty one (21) years of age and make this Affidavit on personal knowledge.
3. On October 17, 2006, there occurred a regularly scheduled meeting of the Board of Directors of the Egret's Walk Condominium Association, Inc.
4. At that meeting, and/or prior to the meeting by written consent of the members, sixty-seven per cent (67%) of the members of the Egret's Walk Condominium Association, Inc., voted to affirm the Amendment to the Master Deed for Egret's Walk Horizontal Property Regime.
5. Pursuant to the Master Deed for Egret's Walk Horizontal Property Regime, we are each authorized and required to certify the vote of the membership pursuant to Paragraph 21, page 36 of the Master Deed for Egret's Walk Horizontal Property Regime, and we each certify the vote to have been as stated herein,

and

FURTHER THE AFFIANTS SAYETH NOT.

Allen F. Egan

President of the Egret's Walk Condominium Association, Inc.

SWORN TO BEFORE ME THIS

1 Day of November, 2006

Margaret S. Kealey

Notary Public for South Carolina

My Commission Expires: Sept. 24, 2012

Joseph B. Ballagher

Secretary of the Egret's Walk Condominium Association, Inc.

SWORN TO BEFORE ME THIS

1 Day of Nov., 2006

Daniela U. Adams

Notary Public for South Carolina

My Commission Expires: April 2, 2013

BK L 606PG485

# RECORDER'S PAGE

**NOTE:** This page **MUST** remain with the original document



**FILED**

November 22, 2006  
3:10:18 PM

BK L 606PG479

Charlie Lybrand, Register  
Charleston County, SC

Filed By:

Buist, Byars, Pearce & Taylor, LLC  
652 Coleman Blvd.  
Suite 200  
Mt. Pleasant SC 29464-4018

DESCRIPTION	AMOUNT	
		Amend
Recording Fee	\$	12.00
State Fee	\$	-
County Fee	\$	-
Postage		

AUDITOR STAMP HERE

RECEIVED FROM RMC

NOV 28 2006

PEGGY A. MOSELEY  
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP *[Signature]*

DATE NOV 28 2006

<b>TOTAL</b>	\$	12.00
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\$ Amount (in thousands):

DRAWER:

DO NOT STAMP BELOW THIS LINE



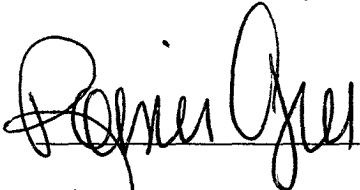
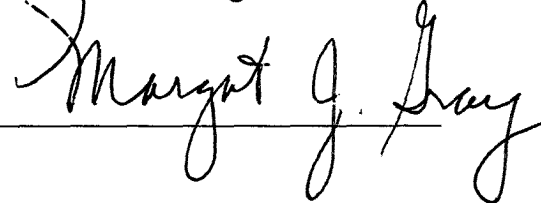


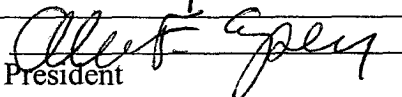
In addition to the annual assessment provided for in Section 2, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment which would cause the average total of special assessments levied in one fiscal year to exceed ~~two hundred dollars (\$200.00) per Unit~~ one-sixth (1/6) of the current annual assessment per Unit shall be subject to approval by a Majority of the total Association vote prior to becoming effective (except as provided in Section 12 regarding the power to assess specially and Section 9 of the Master Deed regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium).

<sup>Ninth</sup> IN WITNESS WHEREOF, the Egret's Walk Condominium Association, Inc., has caused this ~~Eighth~~ Amendment to the Master Deed to be executed and to be effective as of this 22nd day of January, 2008.

WITNESS:

Egret's Walk Condominium Association, Inc.

  
\_\_\_\_\_  
  
\_\_\_\_\_

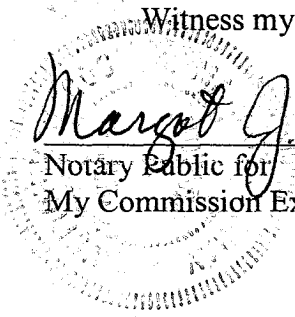
ALAN EYSEN  
By:   
Its: President

STATE OF South Carolina )  
COUNTY OF Charleston )

ACKNOWLEDGMENT

I, Margot J. Gray, do hereby certify that Egret's Walk Condominium Association, Inc., by AN WISEN, its President, personally appeared before me this day and acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this 22 day of January, 2008.



Margot J. Gray  
Notary Public for

My Commission Expires: ~~My Commission Expires February 15, 2017~~

EXHIBIT "A"CERTIFICATION OF THE PRESIDENT AND SECRETARY OF THE EGRET'S  
WALK CONDOMINIUM ASSOCIATION, INC.

Personally appeared before me Alan Eysen, the President of Egret's Walk Condominium Association, Inc., and Joe Gallagher Secretary of the Egret's Walk Condominium Association, Inc., who, both being duly sworn, allege and state as follows:

1. We are the duly elected President and Secretary of the Egret's Walk Condominium Association, Inc.
2. We are each over twenty one (21) years of age and make this Affidavit upon personal knowledge.
3. On January, 16<sup>th</sup>, 2009, there occurred a regularly scheduled meeting of the members of the Board of Directors of the Egret's Walk Condominium Association, Inc.
4. At that meeting and/or prior to the meeting by written consent of the members sixty-seven per cent (67%) of the members of the Egret's Walk Condominium Association, Inc., voted to affirm the Ninth Amendment to the Master Deed for Egret's Walk Horizontal Property Regime.
5. Pursuant to the Master Deed for Egret's Walk Horizontal Property Regime, we are each authorized and required to certify the vote of the membership pursuant to Paragraph 21, page 36 of the Master Deed for Egret's Walk Horizontal Property Regime, and we each certify the vote to have been as stated herein,

and

FURTHER THE AFFIANTS SAYETH NOT.

Alfred Green  
President of the Egret's Walk Condominium  
Association, Inc.

SWORN TO BEFORE ME THIS  
22 Day of January, 2008  
Margot J. Gray  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**My Commission Expires February 15, 2017**

J.B. Gallagher  
Secretary of the Egret's Walk Condominium  
Association, Inc.

SWORN TO BEFORE ME THIS  
22 Day of January, 2008  
Margot J. Gray  
Notary Public for North Carolina  
My Commission Expires: \_\_\_\_\_

**My Commission Expires February 15, 2017**

# RECORDER'S PAGE

NOTE: This page MUST remain with the original document



**FILED**

February 25, 2008  
2:35:50 PM

BK Y651PG863

Charlie Lybrand, Register  
Charleston County, SC

TRW

Filed By:

Buist, Byars, & Taylor, LLC  
652 Coleman Blvd.  
Suite 200  
Mt. Pleasant SC 29464-4018

Number of Pages:

6

DESCRIPTION	AMOUNT
Recording Fee	\$ 11.00
State Fee	\$ -
County Fee	\$ -
Postage	
<b>TOTAL</b>	<b>\$ 11.00</b>

AUDITOR STAMP HERE

**RECEIVED FROM RMC**

**FEB 27 2008**

PEGGY A. MOSELEY  
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP TRW

DATE 2-27-08

\$ Amount (in thousands):

DRAWER:

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