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STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON        )

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

This Tenth Amendment to Master Deed for Egret's Walk Horizontal Property Regime ("Amendment") to is made this 20<sup>th</sup> day of March, 2019, by the Egret's Walk Condominium Association, Inc.

WHEREAS, the Master Deed for Egret's Walk Horizontal Property Regime ("Master Deed") and the Bylaws of Egret's Walk Condominium Association, Inc. ("Bylaws") were recorded in Book B511 at Page 108 on September 29, 2004, and which Master Deed was amended by that: First Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded in Book N522 at Page 536 on January 14, 2005; Second Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded in Book NS530 at Page 506 on March 29, 2005; Third Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded in Book A533 at Page 640 on April 14, 2005; Fourth Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded in Book O538 at Page 011 on May 27, 2005; Fifth Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded in Book O538 at Page 016 on May 27, 2005; Sixth Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded in Book S555 at Page 051 on September 28, 2005; Seventh Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded in Book S556 at Page 488 on October 5, 2005; Eighth Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded in Book L606 at Page 479 on November 22, 2005; and Ninth Amendment to Master Deed for Egret's Walk Horizontal Property Regime recorded in Book Y651 at Page 863 on February 25, 2008, in the Charleston County Register of Deeds Office. Hereinafter, the Master Deed and amendments individually and collectively referred to as the "Master Deed".

WHEREAS, of Egret's Walk Condominium Association, Inc ("Association") is the homeowners' association for of Egret's Walk Condominiums ("Egret's Walk Condos"). The Association is constituted to provide for the operation, care, upkeep and maintenance of Egret's Walk Condos, and further, is charged with the duty and responsibility of exercising and enforcing the rights of the Association as set forth in the Master Deed and Bylaws.

WHEREAS, for the benefit of the Association, its Members, Owners and Egret's Walk Condos, the Association has determined to amend the Master Deed to include a provision for a capital contribution.

WHEREAS, "the presence, in person, by representative or by proxy, at the beginning of the meeting of Owners entitled to cast at least one third (1/3) of the total eligible voting power of the Association shall constitute quorum."

WHEREAS, pursuant to Section 21 of the Master Deed, the Master Deed may be amended "by the affirmative vote, written consent, or any combination of affirmative vote and written

consent, of the members of the Association holding sixty-seven (67%) percent or more of the total eligible vote thereof.”

WHEREAS, the President of the Association hereby certifies that the consent of Declarant is not required.

WHEREAS, via a written consent/written-electronic ballot in lieu of a special meeting this Amendment was put to a vote of the Owners/Members. The required quorum was present and this Amendment was approved by the requisite number of Owners.

NOW, THEREFORE, in order to protect and preserve a safe, secure, valued and attractive community, to maintain good order and property values, and to promote the common good, the Association hereby amends the Master Deed and the same is hereby amended as follows:

1. The terms, including the Whereas and Now Therefore provisions, of this Amendment are contractual and not merely recital.

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

3. Section 16 of the Master Deed is hereby amended by the deletion of the third paragraph in its entirety and the insertion of the following new paragraphs (a) and (b), in bold, as follows:

**(a) Upon each transfer (as hereinafter defined) of any Unit to a bona fide purchaser for value, the Regime shall be paid a contribution to reserve fee (“Capital Reserve Fee”). The Capital Reserve Fee shall be equal to one-half of one percent (0.50%) of the gross purchase price for such property.**

**(b) In the event a Capital Reserve Fee is not paid to the Association when due, a delinquent payment fee not to exceed five percent (5%) of the unpaid amount per month from the due date and each month thereafter until paid shall be added to the added to the Capital Reserve Fee so long as any portion thereof remains unpaid.**

4. Except as set forth in this Amendment (and any prior amendments thereto), the Master Deed shall remain in full force and effect, and any conflict between this Amendment and the Master Deed shall be resolved in favor of this Amendment.

5. The Amendment shall become effective upon recordation.

*Signatures on next page.*

IN WITNESS WHEREOF, the Association has set its hand and seal as of the date first above written.

IN THE PRESENCE OF:

EGRET'S WALK CONDOMINIUM  
ASSOCIATION, INC.

[Signature]  
Witness

[Signature]  
By: MAGNUS CARTER  
Its: President

x [Signature]  
Witness

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF CHARLESTON )

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that he/she saw the within named Egret's Walk Condominium Association, Inc., by MAGNUS CARTER, its President, sign, seal and as his/her act and deed, deliver the within this Tenth Amendment to Master Deed for Egret's Walk Horizontal Property Regime, and that he/she with the other witness above subscribed, did witness the due execution thereof.

[Signature]  
Signature of Witness

SWORN and subscribed before me  
this 20th day of March, 2019.

x [Signature]  
Notary Public for South Carolina  
Printed Name of Notary: Lona R. Vest  
My commission expires: 7/20/22

EXHIBIT A

CERTIFICATION

Personally appeared before me: Magnus Carter, President, and Arlene Ellis, Secretary, of 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 Egret's Walk Condominium Association, Inc.

2. We are over eighteen (18) years of age, competent, and make this Affidavit on personal knowledge.

3. By the requisite quorum and written ballot of the Owners holding sixty-seven (67%) percent or more of the total eligible vote, the same voted to amend the Master Deed to modify the provisions cited in the Amendment to which this Exhibit A is attached.

4. We have each certified, and are each hereby certifying, the vote of the Owners of Egret's Walk Condominium Association, Inc., and we certify the vote to have been as stated herein.

FURTHER THE AFFIANT SAYETH NOT.

Witnesses:

EGRET'S WALK CONDOMINIUM  
ASSOCIATION, INC.:

Sherry Martin  
x Lona R. Vest  
Sherry Martin  
x Lona R. Vest

Magnus Carter  
By: MAGNUS CARTER  
Its: President

Arlene Ellis  
By: ARLENE ELLIS  
Its: Secretary

SWORN and subscribed to before me  
this 20th day of March, 2019.

Lona R. Vest  
Notary Public for South Carolina  
Printed Name of Notary: Lona R. Vest  
My Commission Expires: 7/20/22



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**Filed By:**

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## RECORDED

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Amen/Mas/Deed

Michael Miller, Register  
Charleston County, SC

**MAKER:**

EGRET'S WALK CONDO ASSN

**RECIPIENT:**

N/A

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Recording Fee	\$ 10.00
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B511

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Apr 25, 2019

Peter J. Tecklenburg

Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP RJB

DATE 04/25/2019

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