

Buist Byars Pearce & Taylor LLC  
attn J Tindal Hart  
1051 Chuck Dawley Blvd  
Mount Pleasant SC 29464

STATE OF SOUTH CAROLINA )  
 )  
 ) FIRST AMENDMENT TO  
 ) MASTER DEED OF THE  
 ) COLONY AT HERON RESERVE  
 ) HORIZONTAL PROPERTY REGIME  
COUNTY OF CHARLESTON )

THIS FIRST AMENDMENT TO THE MASTER DEED OF THE COLONY AT HERON RESERVE HORIZONTAL PROPERTY REGIME (this "First Amendment") is made this 10th day of May, 2006, by The Colony at Heron Reserve, LLC, a South Carolina limited liability company

**BACKGROUND STATEMENT**

WHEREAS, The Colony at Heron Reserve, LLC, a South Carolina limited liability company ("Developer"), has previously made, submitted and established the Master Deed of The Colony at Heron Reserve 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 April 10, 2006, was recorded April 12, 2006 at 3 36 P M in Book 0579, Page 162 of the RMC Office for Charleston County, South Carolina, and

WHEREAS, pursuant to Section 6 3 of the Master Deed, the Developer is authorized to unilaterally make certain amendments to the Master Deed, for so long as the Developer is a Unit Owner, and

WHEREAS, the Developer is currently the owner of 96 of the 112 Living Units subject to the Master Deed, and

NOW, THEREFORE, the Developer, pursuant to the provisions of Section 6 3 of the Master Deed, hereby amends the Master Deed and Exhibit "B" and Exhibit "C" thereto as follows

- 1 All capitalized terms used herein but not defined herein shall have the definitions set forth in the Master Deed
- 2 Section 5 2(A) of the Master Deed is hereby replaced in its entirety with the following
  - (A) Public Liability Insurance A comprehensive policy of public liability insurance naming Developer as an additional named insured until Developer ceases to own any Unit,

insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Area, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000) for damages incurred or claimed by any one person for any one occurrence. All liability insurance shall contain cross liability endorsement to cover liabilities of the Unit Owners as a group to each individual Unit Owner. Each Unit Owner may purchase liability insurance for accidents occurring in his own Unit and shall be responsible for purchasing insurance on all his personal property.

3 Section 5 3(A) of the Master Deed is hereby replaced in its entirety with the following

(A) The Association shall obtain Special Form Property Insurance and such other insurance as the Board deems necessary, insuring all the insurable improvements within the Regime, including improvements within the Units and personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their approved mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to One Hundred (100%) percent of the maximum insurable replacement value as determined annually by the Board of Directors of the Association, the premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the Common Expenses. The company or companies with whom the Association shall place its insurance coverage as provided in this Master Deed must be companies authorized to offer insurance in the State of South Carolina. The approved first mortgagee owning and holding the first recorded mortgage encumbering a Unit shall have the right, for so long as it owns and holds any mortgage encumbering a Unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association as herein provided and the amount thereof. The Association shall have the right to designate the Insurance Trustee, and thereafter from time to time, the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of South Carolina, or to such other person, firm or corporation as Insurance Trustee as may be acceptable to the approved first mortgagee holding the first recorded mortgage encumbering a Unit. At such time as the aforesaid approved first mortgagee is not the holder of a mortgage on a Unit, then his/her rights of approval and designation shall pass to the approved first mortgagee having the highest dollar indebtedness on Units in the Regime and in the absence of the action of said mortgagee, the Association shall have the said right without qualification.

4 Exhibit "B" to the Master Deed is replaced in its entirety with the attached Exhibit "B".

5 The "Storage Unit Assignment Schedule" contained in Exhibit "C" to the Master Deed is replaced in its entirety with the attached Exhibit "C".

6 Except as specifically amended and modified by this First Amendment, the Master Deed shall continue in full force and effect in accordance with its terms.



**Exhibit "B"**  
**Plat of The Colony at Heron Reserve**

The residential buildings shown on the following pages include the following Living Units and Garage Units

- BUILDING 1** Living Units - 1811, 1812, 1813, 1814, 1821, 1822, 1823, 1824, 1825, 1826, 1831, 1832, 1833, 1834  
Garage Units - 1825G, 1826G, 1827G, 1828G
- BUILDING 2** Living Units - 2011, 2012, 2013, 2014, 2021, 2022, 2023, 2024, 2025, 2026, 2031, 2032, 2033, 2034  
Garage Units - 2025G, 2026G, 2027G, 2028G
- BUILDING 3** Living Units - 2111, 2112, 2113, 2114, 2121, 2122, 2123, 2124, 2125, 2126, 2131, 2132, 2133, 2134  
Garage Units - 2125G, 2126G, 2127G, 2128G
- BUILDING 4** Living Units - 2311, 2312, 2313, 2314, 2321, 2322, 2323, 2324, 2325, 2326, 2331, 2332, 2333, 2334  
Garage Units - 2325G, 2326G, 2327G, 2328G
- BUILDING 5** Living Units - 2511, 2512, 2513, 2514, 2521, 2522, 2523, 2524, 2525, 2526, 2531, 2532, 2533, 2534  
Garage Units - 2525G, 2526G, 2527G, 2528G
- BUILDING 6** Living Units - 2611, 2612, 2613, 2614, 2621, 2622, 2623, 2624, 2625, 2626, 2631, 2632, 2633, 2634  
Garage Units - 2625G, 2626G, 2627G, 2628G
- BUILDING 7** Living Units - 2211, 2212, 2213, 2214, 2221, 2222, 2223, 2224, 2225, 2226, 2231, 2232, 2233, 2234  
Garage Units - 2225G, 2226G, 2227G, 2228G
- BUILDING 8** Living Units - 2411, 2412, 2413, 2414, 2421, 2422, 2423, 2424, 2425, 2426, 2431, 2432, 2433, 2434  
Garage Units - 2425G, 2426G, 2427G, 2428G

Provided by The Housing Studio, PA

Exhibit "C"



**STORAGE UNIT ASSIGNMENT SCHEDULE****BUILDING 1**

<b>Storage Unit</b>	<b>Living Unit</b>
SU-A	1811
SU-B	1814
SU-C	1821
SU-D	1831

**BUILDING 2**

<b>Storage Unit</b>	<b>Living Unit</b>
SU-A	2021
SU-B	2031

**BUILDING 3**

<b>Storage Unit</b>	<b>Living Unit</b>
SU-A	2124
SU-B	2134

**BUILDING 4**

<b>Storage Unit</b>	<b>Living Unit</b>
SU-A	2321
SU-B	2331

**BUILDING 5**

<b>Storage Unit</b>	<b>Living Unit</b>
SU-A	2521
SU-B	2531

**BUILDING 6**

<b>Storage Unit</b>	<b>Living Unit</b>
SU-A	2611
SU-B	2614
SU-C	2624
SU-D	2634

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**BUILDING 7**

**Storage Unit**  
SU-A  
SU-B

**Living Unit**  
2224  
2234

**BUILDING 8**

**Storage Unit**  
SU-A  
SU-B

**Living Unit**  
2421  
2431



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# RECORDER'S PAGE

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



**FILED**

May 12, 2006  
8 57 05 AM

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Charlie Lybrand, Register  
Charleston County, SC

**Filed By**

**Burst, Byars, Pearce & Taylor, LLC**

1051 Chuck Dawley Blvd  
Mt Pleasant SC 29464

DESCRIPTION	AMOUNT	
		Amend
Recording Fee	\$	14 00
State Fee	\$	-
County Fee	\$	-
Postage		

<b>TOTAL</b>	\$	<b>14 00</b>
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\$ Amount (in thousands)

**DRAWER**

**C - slw**

AUDITOR STAMP HERE

**RECEIVED FROM RMC**

**JUN 01 2006**

PEGGY A MOSELEY  
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP TRR

DATE 6-01-06

DO NOT STAMP BELOW THIS LINE