Buist Byars Pearce & Taylor LLC attn J Findal 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)	

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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 <u>0579</u>, Page <u>162</u> 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

- 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) <u>Public Liability Insurance</u> A comprehensive policy of public liability insurance naming Developer as an additional named insured until Developer ceases to own any Unit,

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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
- 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'
- 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

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed to be effective as of this 10 day of May, 2006

The Colony at Heron Reserve. LLC, WITNESS a South Carolina limited liability company Day J. von Lehe By Richard G Worley Its President STATE OF SOUTH CAROLINA **COUNTY OF CHARLESTON ACKNOWLEDGMENT** Heron Reserve, LLC, by Richard G Worley, its President, personally appeared before me this day and acknowledged due execution of the foregoing instrument Witness my hand and official seal this lor day of May, 2006 uplicator South Carolina ion Expires 6/28/09

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

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Exhibit "C"

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STORAGE UNIT ASSIGNMENT SCHEDULE

BUILDING 1

Storage Unit	Living Unit	
SU-A	1811	
SU-B	1814	
SU-C	1821	
SU-D	1831	

BUILDING 2

Living Unit		
21		
31		

BUILDING 3

Storage Unit	Living Unit		
SU-A	2124		
SU-B	2134		

BUILDING 4

Living Unit		
2321		
2331		

BUILDING 5

Storage Unit	Living Unit		
SU-A	2521		
SU-B	2531		

BUILDING 6

Storage Unit	Living Unit		
SU₌A	2611		
SU≟B	2614		
SU-C	2624		
SU-D	2634		

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BUILDING 7

Storage Unit SU-A 2224 SU-B 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



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May 12, 2006

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Charlie Lybrand, Register Charleston County, SC

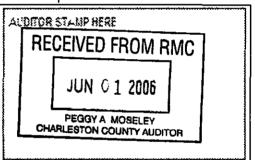
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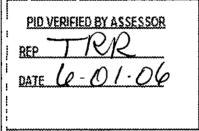
Buist, Byars, Pearce & Taylor, LLC

1051 Chuck Dawley Blvd

Mt Pleasant

SC 29464





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

TOTAL \$ 14 00

\$ Amount (in thousands)

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DO NOT STAMP BELOW THIS LINE