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Return to: Weissman, Nowack, Curry & Wilco, P.C.
101 West Mulberry Boulevard
Suite, 110
Pooler, Georgia 31322
Attn.: Daniel J. Prieto

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Reference: Book 02192
Page 0876

**THIRD AMENDMENT TO MASTER DEED OF PLANTATION POINT
HORIZONTAL PROPERTY REGIME**

WHEREAS, Kings Ashley Plantation Apartments, LLC a South Carolina Limited Liability Company ("Developer") previously made, submitted, and established the Master Deed of Plantation Point 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 July 20, 2005, was recorded July 21, 2005 in Deed Book 02192, Page 876 with the Register of Deeds Office for Beaufort County, South Carolina; and

WHEREAS, the Master Deed was previously amended by amendments recorded in the Beaufort County, South Carolina records as follows:

<u>Date of Recording</u>	<u>Book</u>	<u>Page</u>
09/15/2005	02230	0941, et seq.
10/03/2005	02242	0745, et seq.; and

WHEREAS, Article VI, Section 6.3 of the Master Deed provides for the amendment of the Master Deed by the affirmative vote of the Unit Owners owning Sixty-Six and 6/10 percent (66.6%) of the total votes of the Regime; and

WHEREAS, the Unit Owners owning Sixty-Six and 6/10 percent (66.6%) of the total votes of the Regime have elected to amend the Master Deed; and

WHEREAS, the within amendment does not materially effect the ownership interest of any Unit Owner; and

WHEREAS, this Amendment does not alter, modify, change or rescind any right, title, interest or privilege by any mortgage holder of any unit; provided, however, in the event a court of competent jurisdiction determines that this Amendment does alter, modify, change or rescind any right, title, interest or privilege held by any such mortgage holder without such mortgage holder's consent in writing to this Amendment, then this Amendment shall not be binding on the mortgage holder so involved, unless such mortgage holder consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected mortgage holder.

NOW, THEREFORE, the Master Deed of Plantation Point Horizontal Property Regime is hereby amended as follows:

1.

Article VI, Section 6.3 of the Master Deed is hereby amended by deleting and replacing the phrase "... Sixty-Six and 6/10 percent (66.6%) ..." from the first sentence thereto with the following:

"... Fifty-One percent (51%) ..."

IN WITNESS WHEREOF, the undersigned officers of Plantation Point Horizontal Property Regime Owners Association, Inc., hereby certify that the above Third Amendment to the Master Deed of Plantation Point Horizontal Property Regime was duly adopted by the required percentage of the Unit Owners with proper notices given and in accordance with Article VI, Section 6.3 of the Master Deed.

This _____ day of October, 2007.

[Signature page follows.]

**PLANTATION POINT HORIZONTAL PROPERTY
REGIME OWNERS ASSOCIATION, INC.**
a South Carolina nonprofit corporation

By: *Joanne Johnson*
Name: Joanne Johnson, Pres.
Title: President

Attest: *Paul A. Kozumplik*
Name: Paul A. Kozumplik
Secretary

[CORPORATE SEAL]

Mary Gluck
Witness Signature
Print Name: Mary Gluck

Shunell Dunham
Witness Signature
Print Name: Shunell Dunham

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I the undersigned Notary Public do certify that the above named signatories and witnesses personally appeared before me, and having satisfactorily proven to be the person or persons whose names are subscribed above, have acknowledged the due execution of the within instrument.

Witness my official seal this 15 day of November, 2007.

[Signature]
Notary public for:

My commission expires: **MY COMMISSION
EXPIRES
MARCH 12, 2014**