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FOURTEENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
LAKE ESTATES HPR

THIS FOURTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKE ESTATES HPR (the "Fourteenth Amendment") is made as of the 11<sup>th</sup> day of January, 2014, by RL REGI-SC LAKE E, LLC, a South Carolina limited liability company, its successors and assigns ("Grantor") and by Lake Estates Property Owners Association, Inc., a South Carolina non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Lake Estates, LLC, a South Carolina limited liability company ("Lake Estates") is the Grantor described in that certain Declaration of Condominium of Lakes (sic) Estates HPR recorded July 31, 2007, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2605 at Page 429 (the "Master Deed"); and

WHEREAS, Lake Estates amended the Master Deed to add Phase II by First Amendment to Declaration of Condominium of Lake Estates HPR adding Phase II dated September 13, 2007, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2628 at Page 887 ("First Amendment"); and

WHEREAS, Lake Estates amended the Master Deed to add Phase III by Second Amendment to Declaration of Condominium of Lake Estates HPR adding Phase III dated October 31, 2007, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2648 at Page 1012 ("Second Amendment"); and

WHEREAS, Lake Estates amended the Master Deed to add Phase IV by Third Amendment to Declaration of Condominium of Lake Estates HPR adding Phase IV dated November 7, 2007, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2648 at Page 1020 ("Third Amendment"); and

WHEREAS, Lake Estates amended the Master Deed to add Phase V by Fourth Amendment to Declaration of Condominium of Lake Estates HPR adding Phase V dated January 25, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2687 at Page 2483 ("Fourth Amendment"); and

WHEREAS, Lake Estates amended the Master Deed to add Phase VI by Fifth Amendment to Declaration of Condominium of Lake Estates HPR adding Phase VI dated March 3, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2707 at Page 58 ("Fifth Amendment"); and

WHEREAS, Lake Estates amended the Master Deed to add Phase VII by Sixth Amendment to Declaration of Condominium of Lake Estates HPR adding Phase VII dated April 17, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South

Carolina, in Book 2712 at Page 1288 and re-recorded in Book 2729 at Page 2534 (“Sixth Amendment”); and

WHEREAS, Lake Estates amended the Master Deed to add Phase VIII by Seventh Amendment to Declaration of Condominium of Lake Estates HPR adding Phase VIII dated July 1, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2743 at Page 718 (“Seventh Amendment”); and

WHEREAS, Lake Estates amended the Master Deed to add Phase IX by Eighth Amendment to Declaration of Condominium of Lake Estates HPR adding Phase IX dated July 1, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2743 at Page 727 (“Eighth Amendment”); and

WHEREAS, Lake Estates amended the Master Deed to add Phase X by Ninth Amendment to Declaration of Condominium of Lake Estates HPR adding Phase X dated November 20, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2786 at Page 586 (“Ninth Amendment”); and

WHEREAS, Lake Estates amended the Master Deed to add Phase XI by and alter the sequence of development within the Regime by that certain Tenth Amendment to Declaration of Condominium of Lake Estates HPR adding Phase XI dated March 31, 2009, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2828 at Page 2306 (“Tenth Amendment”); and

WHEREAS, Lake Estates amended the Master Deed by adding Article XXIII Mortgagee Provisions to the Master Deed by that certain Eleventh Amendment to Declaration of Condominium of Lake Estates HPR dated June 27, 2009, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2861 at Page 161 (“Eleventh Amendment”); and

WHEREAS, by virtue of that certain Deed in Lieu of Foreclosure by Lake Estates to RL REGI Lake E, LLC dated June 21, 2011, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 3071 at Page 3339, and Assignment of Grantor’s Rights and Supplement to the Declaration of Condominium for Lakes (sic) Estates Horizontal Property Regime dated June 27, 2011 and, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 3070 at Page 2392 RL REGI-SC LAKE E, LLC has become and is the Grantor under the Declaration of Condominium; and

WHEREAS, Grantor amended the Master Deed to add Phase XII by Twelfth Amendment to Declaration of Condominium of Lake Estates HPR adding Phase XII dated September 23, 2011, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 03090 at Page 1731 (“Twelfth Amendment”); and

WHEREAS, Grantor and the Association amended the Master Deed by Thirteenth Amendment to Declaration of Condominium of Lake Estates HPR dated January 17, 2012, and

recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 03118 at Page 0222 ("Thirteenth Amendment"); and

WHEREAS, Grantor and the Owners desire to memorialize certain agreements, amendments and reconfirmations as set out below;

NOW THEREFORE, in consideration of the foregoing, the Master Deed is hereby amended as set forth herein.

1. Recitals. The foregoing recitals are true and correct and are incorporated by this reference.
2. Effective Date. The Effective Date of this Amendment shall be the date of recording.
3. Section 7.3 is hereby amended by deleting the phrase "majority of the Owners" and inserting "Owners owning a majority of the total percentage of the ownership of the Common Elements" is inserted in lieu thereof.
4. Section 13.2 is hereby deleted in its entirety and the following is inserted in lieu thereof:

"The Common Expenses shall be attributed to each Residence based upon the percentage of ownership of Common Elements associated with each Residence according to the provisions of Exhibit "H". The portion of the Common Expenses attributed to each Residence which will be assessed to each Owner will be based upon the percentage ownership held by each Owner in the Common Elements according to the type of Residence owned by each Owner as more particularly described in Article 5.3 herein. An annual Assessment shall be levied upon each Residence, and the Assessments for Common Expenses shall be established and levied by the Association each year. The Assessments shall be based upon the annual budget prepared by the Board of Directors". If a budget is adopted by the Board which requires assessments of the Owners in any budget year exceeding 115% (not including costs of insurance) of such assessments for the preceding budget year, upon written application of Owners owning ten percent (10%) of the Common Elements received by the Board within twenty-one (21) days after adoption of the annual budget, a special meeting of the Owners shall be held upon not less than ten (10) days written notice to each Owner but within sixty (60) days of adoption of the annual budget, at which special meeting Owners may consider and reject the budget. Any such rejection of the budget shall require a vote of not less than majority of the total percentage of the ownership of the Common Elements. The Board may in any event first propose a budget to the Owners at any such meeting of Members or by writing, and if such budget or proposed budget is approved by Owners owning a majority of the total percentage of the ownership of the Common Elements, either at such meeting or by writing, such budget shall not thereafter be reexamined by the Owners in the manner hereinabove set forth. If a meeting of the Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Owners, the budget adopted by the Board shall go into effect as scheduled." The grantee of any conveyance of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor up

to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

5. Section 13.4 is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Payment and Non-Payment of Assessments. Assessments for each Residence shall be due on an annual, semi-annual, quarterly or monthly basis on those dates established by the Board of Directors (hereinafter the "due date"). The due date(s) shall be established by the Board of Directors prior to the fiscal year in which the applicable regular Assessments are due. If the Board of Directors fails to establish due date(s) for the upcoming fiscal year, the due date(s) established during the preceding fiscal year shall be used. Assessments shall be prorated to the date of closing and paid at the closing for the year title shall pass from Grantor. If any Assessment, or portion thereof, is not paid within fifteen (15) days after the due date, then a late charge of ten percent (10%) of the amount of each delinquent Assessment or installment shall also be due and payable. Additionally, interest at a rate of eighteen percent (18%) per annum shall accrue on any Assessment, installment, delinquency, or late charge from the date such sum was first due and payable if not paid on or before the date fifteen (15) days after the date due. Notwithstanding anything to the contrary set forth herein, when an Assessment remains delinquent and unpaid for sixty (60) days after the due date, or should any Owner fail to pay any Assessment within thirty (30) days of the date due for two consecutive periods, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of Assessments for the remainder of the calendar year, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment on a semi-annual, quarterly, or monthly basis installments for that fiscal year".

6. Section 13.5 is hereby amended by deleting the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) sentences. The last sentence of Section 13.5 is hereby amended by deleting "majority of the Owners" and inserting "majority of the total percentage of the ownership of the Common Elements".

7. The first (1<sup>st</sup>) sentence of Section 13.7 is hereby amended by inserting "late charges and" after the term "with" and before the term "interest."

8. The second (2<sup>nd</sup>) sentence of Section 13.7 is hereby amended by inserting "first priority" after "(ii)" and before the term "mortgage."

9. The first (1<sup>st</sup>) sentence of section 13.8 is hereby amended by deleting the terms "or when a first Institutional Mortgagee of record accepts a deed to said Residence in lieu of foreclosure," and "or the acceptance of such deed in lieu of foreclosure."

10. The following Section 13.9 is hereby inserted immediately following Section 13.8:

"13.9 Capital Fund. The Board of Directors, on behalf of the Association, shall establish and maintain a reserve working capital fund for unforeseen expenditures and the

periodic maintenance, repair, and replacement of improvements to the Common Elements which the Association may be obligated to maintain. The fund shall be established from contributions to the reserve working capital fund made at the closing of the sale and resale of each Unit by the purchaser in the amount of one quarterly payment of the annual assessment charged to such Unit. Notwithstanding anything to the contrary set forth herein, the contribution to the reserve working capital fund shall not be due from: (i) any grantee who is a spouse or former spouse of the grantor, (ii) any grantee to whom a Unit is conveyed by a will or through the laws of intestacy, or (iii) any grantee of a Unit who obtains title pursuant to judicial or non-judicial foreclosure proceedings. Additional funds for the reserve working capital fund shall be provided for in the annual budget.”

11. Sections 14.1 through 14.3 are hereby deleted, and the following is inserted in lieu thereof:

“Section 14.1 Purchase of Insurance by Association. The Association shall maintain the following insurance:

(i) A property insurance policy or policies affording fire, wind, hail and extended coverage insurance for and in an amount consistent with the full insurable replacement cost, less deductibles, of all buildings and structures within the Regime. Regardless of the boundaries of the Units, the insurance required by this paragraph shall include, without limitation, all portions of each building which are Common Elements including Limited Common Elements, all foundations, roofs, roof structures, and exterior walls, including windows and doors and the framing therefore, and all convertible space within the buildings, together with all Residence Components, including the HVAC system serving the Unit, all sheetrock and plaster board comprising the walls and ceilings of the Unit, and the following items within the Unit of the type and quality initially installed, or replacements thereof of like kind and quality in accordance with the original plans and specifications, or as they existed at the time the Unit was initially conveyed if the original plans and specifications are not available: floors and subfloors; wall, ceiling, and installed floor coverings; plumbing and electrical lines and fixtures; built-in cabinetry and fixtures; and appliances used for refrigeration, cooking, dishwashing, and laundry; and

(ii) A commercial general liability insurance policy or policies affording coverage for bodily injury and property damage in an amount not less than \$1 million for a single occurrence and \$2 million aggregate. The policy or policies shall cover the Association, the Board and the officers of the Association, all agents and employees of the Association, and all Owners and other persons entitled to occupy any Unit or other portion of the Property for occurrences commonly insured against arising out of or in connection with the use, ownership, or maintenance of the Common Elements or other portion of the Property which the Association has the responsibility to maintain.

Section 14.1.1 Other Insurance. In addition to the insurance required hereinabove, the Association may obtain as a Common Expense:

(i) worker's compensation insurance if and to the extent necessary to meet the requirements of law;

(ii) flood insurance;

(iii) Directors and Officers Liability Insurance;

(iv) fidelity insurance, if reasonably available, covering officers, directors, employees, and other Persons who handle or are responsible for handling Association funds. Such insurance, if reasonably available, shall be in an amount consistent with the best business judgment of the Board of Directors, but in no event less than three (3) month's assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds, if any, in the custody of the Association at any time during the term of the insurance; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two members of the Board of Directors must sign any checks written on the reserve account; and

(v) Such other insurance as the Board of Directors of the Association deems appropriate from time to time.

Section 14.1.2 Insurance Review. At least every three (3) years the Board of Directors shall conduct an insurance review to determine if the policies in force are adequate to meet the needs of the Association and to satisfy the requirements of this Master Deed, as amended. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent or legal counsel to verify that the insurance policies in existence meet the needs of the Association and satisfy the requirements of this Master Deed, as amended.

Section 14.1.3 Adjustment of Claims. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the

Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

Section 14.1.4 Payment of Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, provided however that the Board may assess the premium for such coverage and other expenses in connection with such insurance separately on an annual basis. If such premiums and expenses are assessed separately, they shall not be considered a special assessment pursuant to Section 13.5.

Section 14.1.5 Payment of Deductible. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding the forgoing, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his, her or its Unit, if any. If any Owner or Owners fail to pay the deductible when required under this Section, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Section 13 of this Master Deed.

Section 14.2 Purchase of Insurance by Owners. Insurance policies upon each Owner's furniture, fixtures, equipment, personal property, contents, improvements and betterments in an amount not less than the full replacement value of such property shall be purchased and maintained by each Owner. Additionally, each Owner shall maintain personal liability insurance in an amount not less than \$300,000.00 per occurrence. This coverage must include water damage. The Association reserves the right to demand proof of such insurance at any time. Failure to maintain such insurance or to provide proof thereof upon reasonable notice shall constitute a breach of this Master Deed subject to special assessment. The insurance purchased by the Association shall not cover claims against an owner due to accidents occurring within his, her or its Unit, nor casualty or theft losses to the contents of an Owner's Unit or Limited Common Elements. It shall be the obligation of the individual Owners, if such Owner so desires, to purchase and pay for insurance as to all such other risks not covered by the insurance carried by the Association.

Section 14.2.1 Contribution. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees. Each Owner shall notify the Board of Directors of all structural improvements made by the Owner to his or her Unit. Any Owner who obtains an individual insurance policy covering any portion of the Property, other than improvements and betterments made by such Owner at his or her expense and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is cancelled.

Section 14.2.2 Priority. Nothing contained herein gives any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

12. Section 14.3 Intentionally Deleted.

13. Section 17.1 is hereby amended by deleting the 4<sup>th</sup> and 5<sup>th</sup> sentences.

14. Section 17.6 is hereby further amended by deleting item (iii) from the sixth (6<sup>th</sup>) sentence and inserting the following in lieu thereof:

“(iii) Owners shall not cause or permit any noise levels, disturbing noises or objectionable odors to be produced upon or to emanate from their residences which may be deemed offensive to any other residents.”

15. The following Section 17.7 is hereby inserted immediately following Section 17.6:

“Section 17.7 Sale or Leasing of Residences.

Section 17.7.1 Sale of Residences. Each owner shall, within ten (10) days of offering their Unit for sale, notify the Association in writing of their intention to sell. The Association, upon request and payment of a \$200 administration fee, shall provide a package of documents (association package) as set forth below for transmission to the buyer or buyer’s attorney. In lieu thereof, an owner may provide these documents directly but must provide the association with an affidavit certifying that this has been done prior to closing on the unit. Each owner must request an estoppel certificate at least ten (10) days prior to closing and pay all outstanding Association charges prorated to the closing date. Each estoppel certificate issued will incur a charge of \$25. Association package will include the following:

- (i) Master deed
- (ii) Bylaws
- (iii) Rules and regulations
- (iv) Budget
- (v) Statement of special assessments, if any
- (vi) Statement of Association requirement that buyer pay the Association one quarterly payment of the annual assessment charged to the Unit at closing

Section 17.7.2 Leasing of Units.

(i) Limitations on Leasing. Limitations on the right of any Owner to Lease his Unit shall be subject to any and all additional rules or regulations approved by the Board of Directors.



(ii) Leasing Provisions. Such leasing as is permitted by this Section of the Declaration shall be governed by the following provisions:

(A) General. Units may be leased in their entirety only. Units may not be leased for a time period of less than six (6) months. The Owner must make available to the tenant copies of the Declaration, Bylaws, and the Rules and Regulations.

(B) Provisions Incorporated by Reference. Any Lease agreement for a Unit within the Regime shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any Lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the Lease by the existence of this covenant. Any lessee, by occupancy of a Unit, agrees to the applicability of this covenant and incorporation of the following language into the Lease:

(I) Liability for Fines and Other Charges. Lessee agrees to be jointly and severally liable with the Owner for payment of all fees, fines, and other charges which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, Bylaws, or the Rules and Regulations.

(II) Financial Obligation to Association. Upon the failure of the Owner to pay any assessments, fees, fines, or other charges due to the Association under the Declaration, lessee shall, upon request by the Association, pay to the Association all rents and other charges payable to the Owner under the lease until such delinquency is satisfied. All such payments made by lessee to the Association shall reduce, by the same amount, lessee's obligation to make monthly rental payments to the Owner. It shall be the responsibility of the Association and not of the lessee to account to the Owner for funds actually received by the Association from the lessee.

(III) Compliance With Declaration, Bylaws, and Rules and Regulations. Lessee agrees to abide by and comply with all provisions of the Declaration, Bylaws, and Rules and Regulations. Any violation by lessee of the Declaration, Bylaws, or Rules and Regulations is deemed to be a violation of the terms of the Lease and authorizes the Owner to terminate the Lease without liability and to evict the lessee in accordance with South Carolina law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and Rules and Regulations, including but not limited to, the power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with South Carolina law and the terms hereof. In the event that the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Owner thereof in accordance with the provisions of Section 12(d), such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

(IV) Association as Third Party Beneficiary. The Association is a third party beneficiary of the foregoing terms of the Lease.

(C) Use of Common Elements. By Leasing a Unit, the Owner of such Unit thereby transfers and assigns to the lessee, for the term of the Lease, any and all rights and privileges that the Owner has to use of the Common Elements. During the term of such Lease, the Owner shall not be entitled to use and enjoyment of the amenities that are a part of the Common Elements. This Section shall not apply to any Owner who resides in the Unit during the term of the Lease.”

16. Section 20.1 is hereby amended by deleting the second (2<sup>nd</sup>) sentence.

17. The third (3<sup>rd</sup>) sentence of Section 20.1 is hereby amended by deleting the term “all such rules and regulations” and inserting “any rules and regulations adopted by the Board, and all amendments and revisions thereof” in lieu thereof.

18. The first (1<sup>st</sup>) sentence of Section 22.11 is hereby deleted and the following is inserted in lieu thereof: “Whenever notices are required to be sent hereunder, the same may be delivered to the Owners either by mail, e-mail or personally, addressed to each Owner’s mail or e-mail address on file with the Association from time to time. However, notice for meetings called involving director conflict of interest, officer indemnification, amendment of Articles or Bylaws, sale of assets not in the ordinary course of business, and dissolution shall be mailed.”

19. The third (3<sup>rd</sup>) sentence of Section 22.11 is hereby amended by inserting “or e-mail” after the term “mail.”

20. Capitalized Terms. All capitalized terms shall have the same meanings as defined in the Master Deed unless otherwise defined herein.

21. No Other Changes. Except as expressly modified herein, all other terms and provisions of the Master Deed are hereby ratified, reconfirmed and all other such terms and provisions contained within the Master Deed and By-Laws shall remain in full force and effect.

22. Owner Acceptance and Ratification. By acquisition of title to a Unit or Units subject to the Master Deed as amended by this Fourteenth Amendment, each Owner thereby irrevocably ratifies, approves and affirms all provisions of the Master Deed, as modified and amended from time to time, and as further modified by this Fourteenth Amendment. Furthermore, the Lake Estates Property Owners Association, Inc. expressly irrevocably ratifies, approves and affirms all provisions of the Master Deed, as modified and amended from time to time, and as further modified by this Fourteenth Amendment, the execution hereof by the Association and the verification of the Secretary of the Association that at least 51% of the total percentage of ownership of the property approved this Fourteenth Amendment at the Special Meeting held on January 11, 2014 in accordance with Section 10.1 of the Declaration.

IN WITNESS WHEREOF, the Association has caused the foregoing Fourteenth Amendment to Declaration of Condominium to be executed by its undersigned duly authorized signatories on the date set forth above.

WITNESSES:

LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

Brenda Matthews  
Signature of witness

By: Tom Kendall  
Name: Tom Kendall  
Its: President

Oncheke Woodcock  
Signature of witness

Brenda Matthews  
Signature of witness

By: Steve Mitchell  
Name: Steve Mitchell  
Its: Vice President

Oncheke Woodcock  
Signature of witness

(Corporate Seal)

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, BRENDA MATTHEWS, a Notary Public for the aforesaid State, do hereby certify that Tom Kendall as President and Steve Mitchell as Vice President for LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 14<sup>th</sup> day of <sup>FEBRUARY</sup> ~~January~~, 2014.

Brenda Matthews  
(Signature of Notary Public and Seal)  
Notary Public for Beaufort County, SC  
My commission expires: May 16, 2016

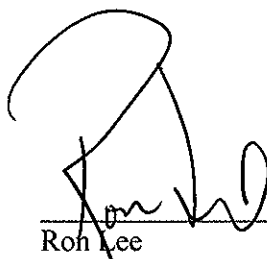
**Exhibit "A"**  
**SECRETARY'S CERTIFICATE**

I, Ron Lee, the undersigned duly authorized Secretary of Lake Estates Property Owners Association, Inc., a South Carolina non-profit corporation (the "Association"), do hereby certify that this Fourteenth Amendment was duly approved on January 11, 2014 by members of the Association holding at least fifty-one percent (51%) of the total eligible Association vote.

This 14<sup>TH</sup> day of ~~January~~<sup>FEBRUARY</sup>, 2014.

Signed, sealed and delivered this  
14<sup>TH</sup> day of ~~January~~<sup>FEBRUARY</sup>, 2014  
in the presence of:

Brenda Matthews  
Unofficial Witness

  
\_\_\_\_\_  
Ron Lee

Brenda Matthews  
Notary Public Beaufort County, SC  
My Commission Expires:  
May 16, 2016