

Upon recording, return to:
Alford Law Firm
Post Office Box 8008
Hilton Head Island, SC 29938

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF BEAUFORT)

EIGHTH AMENDMENT TO BY-LAWS
OF MASTER DEED OF EVIAN
HORIZONTAL PROPERTY REGIME

THIS EIGHTH AMENDMENT TO BY-LAWS OF MASTER DEED OF EVIAN HORIZONTAL PROPERTY REGIME ("Eighth Amendment to By-laws") is made effective this 12th day of July, 2019, by Evian Condominium Association, Inc., a South Carolina not for profit corporation ("**Association**").

WHEREAS, Justice Builders, Inc. (the "**Developer**") executed and recorded that certain Master Deed for Evian Horizontal Property Regime (the "**Master Deed**") on August 10, 1981, and recorded the Master Deed in the Register of Deeds Office for Beaufort County, South Carolina in Record Book **329 at Page 1687**; and

WHEREAS, thereafter, amendments and supplements to the Master Deed were entered into and recorded by the Developer as follows: (1) Supplement to Master Deed, recorded on January 20, 1982 in the Register of Deeds Office for Beaufort County, South Carolina in Record Book **340 at Page 802**; (2) Amendment to Master Deed, dated December 22, 1982, recorded in said Register of Deeds Office in Record Book **359 at Page 1953**; (3) Second Supplement to Master Deed, dated December 23, 1982, recorded in said Register of Deeds Office in Record Book **360 at Page 265**; (4) Third Supplement to Master Deed, dated November 30, 1983, recorded in said Register of Deeds Office in Record Book **382 at Page 1599**; (5) Fourth Supplement to Master Deed, dated June 27, 1984, recorded in said Register of Deeds Office in Record Book **397 at Page 1975**; (6) Fifth Supplement to Master Deed, dated July 19, 1984, recorded in said Register of Deeds Office in Record Book **399 at Page 1036**; (7) Sixth Supplement to Master Deed, dated October 26, 1984, recorded in said Register of Deeds Office in Record Book **406 at Page 1763**; (8) Seventh Supplement to Master Deed, dated January 18, 1985, recorded in said Register of Deeds Office in Record Book **411 at Page 1490**; (the Master Deed and the above described amendments and supplements are hereinafter collectively referred to as the **AMaster Deed, as amended**); and

WHEREAS, Appendix "A" to the Master Deed contains the By-Laws for the Evian Condominium Association, Inc. (hereinafter, the "**By-Laws**"); and

WHEREAS, as of the date hereof, amendments to the By-Laws were entered into and recorded by the Association as follows: (1) Amendment of By-Laws dated June 9, 1986, recorded

in said Register of Deeds Office in Record Book **451 at Page 883**; (2) Amendment to By-Laws dated August 27, 1996, recorded in said Register of Deeds Office in Record Book **903 at Page 603**; (3) Third Amendment to Bylaws dated February 25, 2005, recorded in said Register of Deeds Office in Record Book **2111 at Page 72**; (4) Fourth Amendment to Bylaws dated March 2, 2007, recorded in said Register of Deeds Office in Record Book **2531 at Page 1672**; (5) Fifth Amendment to Bylaws dated December 3, 2007, recorded in said Register of Deeds Office in Record Book **2659 at Page 1834**; (6) Sixth Amendment to Bylaws dated January 6, 2010, recorded in said Register of Deeds Office in Record Book **2929 at Page 1241** (the By-Laws and the above described amendments are hereinafter collectively referred to as the “**By-Laws, as amended**”); and

WHEREAS, by written ballot of the Association due on July 1, 2019, the members of the Association voted by a sufficient majority of all of the owners (59.25 % affirmative vote) to further amend the By-Laws, and the provisions set forth in this Eighth Amendment to By-Laws were approved by the requisite consent of the members of the Association owning no less than 51% of the total value of the property in the Regime (as said requirements for amendment of the By-Laws are set forth in Section 9 of the By-Laws, as amended).

NOW, THEREFORE, in accordance with the requirements set forth in Section 9 of the By-Laws, as amended, the Association (through its authorized officers) hereby declares as follows:

1. The above "Whereas" clauses be incorporated herein as if repeated verbatim.
2. **The Association has approved and ratified the following amendment to Sections 4 and 7 of the By-Laws, as amended by adding new subsections as follows:**

Section 4, subsection (j)(i)(1) The following new subsection, identified as Section 4, subsection (j)(i)(1) is hereby adopted:

- (1) **In connection with Section 7, subsection (g) herein below, to establish and collect a Community Enhancement Fee upon each sale or conveyance or transfer of title of any Apartment, in the amount of One-Quarter of One Percent (0.25%) of the sale price of each Apartment, which shall be deposited with and added to the existing capital reserve account established and maintained by the Board and used for capital expenditures, landscape improvements for the Property and Common Elements, and other community enhancement projects as approved by the Board.**

Section 7, subsection (g) The following new subsection, identified as Section 7, subsection (g) is hereby adopted:

- (g) **Upon each sale or conveyance or transfer of title to any Apartment, the purchaser or transferee shall be required to pay a Community Enhancement Fee as set forth herein above in Section 4, subsection (j)(i)(1); provided, however, that no Community Enhancement Fee shall be levied upon sale or conveyance or transfer of title of an**

Apartment in the3 following circumstances:

- (i) by a co-owner to any person who was an owner prior to such transfer (for example, if three persons purchase an Apartment and one of them transfers his or her interest to the other two owners);**
- (ii) to the co-owner's estate, surviving spouse, or children upon death of the co-owner;**
- (iii) to a member of the co-owner's immediate family where no consideration or only nominal consideration is received;**
- (iv) to an entity (corporation, partnership, trust, limited liability company, etc.) wholly owned by the transferor, provide, that upon subsequent transfer, the Community Enhancement Fee shall become due;**
- (v) to an institutional lender in lieu of foreclosure of a mortgage, or upon foreclosure of a mortgage by an institutional lender, or upon foreclosure by the Regime.**

The remaining provisions of Section 4 and Section 7 of the By-Laws, as amended, shall remain unchanged by the within Eighth Amendment to By-Laws.

3. The within Eighth Amendment to By-Laws shall be construed to be incorporated into the Master Deed, as amended, in order to amend and supplement any and all applicable provisions of Master Deed, as amended, so as to carry out the intention of this Eighth Amendment to By-Laws regarding the implementation of a transfer fee. The within Eighth Amendment to By-Laws shall be construed to be incorporated into the By-Laws, as amended, in order to amend and supplement any and all applicable provisions of By-Laws, as amended, so as to carry out the intention of this Eighth Amendment to By-Laws regarding the implementation of a transfer fee.

4. Except as amended herein, the terms and conditions of the By-Laws, as amended, and the Master Deed, as amended, shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Eighth Amendment to By-Laws of Evian Horizontal Property Regime on the day and year first above written.

WITNESSES:

Casella Fiorentino

EVIAN CONDOMINIUM ASSOCIATION, INC.

By: Robert P. Heim
 Name: Robert P. Heim

Its: President

By: Mike Williams
 Name: MIKE WILLIAMS

Its: Secretary

Kathleen Smith

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 12TH day of July, 2019, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Robert P. Heim, President, and Mike Williams, Secretary, of the Evian Condominium Association, Inc., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within document, who acknowledged the due execution of the foregoing document on behalf of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Kathleen Smith
 Notary Public for South Carolina
 My Commission Expires: _____

KATHLEEN SMITH
 Notary Public, State of South Carolina
 My Commission Expires 10/20/2027