

BK 1235
PG 833

BACKGROUND

A. WHEREAS, the Master Deed of Turtle Point Villas Horizontal Property Regime dated September 21, 1983, was recorded in the R.M.C. Office for Charleston County, South Carolina on October 10, 1983, in Book G133 at Page 181 ("Master Deed"). Attached to the Master Deed as Exhibit E are the Bylaws of Turtle Point Villas Horizontal Property Regime ("Bylaws").

B. WHEREAS, the Bylaws were previously amended by the First Amendment to the Bylaws of Turtle Point Villas Horizontal Property Regime dated January 30, 1996, and recorded in the R.M.C. Office for Charleston County on February 5, 1996 in Book A265 at Page 238.

C. WHEREAS, Article XI Section 11.01 of the Master Deed provides that the Bylaws may be amended by an affirmative vote of the co-owners owning two-thirds of the value of the Property.

D. In accordance with S.C. Code Ann. § 27-30-130 (B)(1)(a), the herein Second Amendment to the Bylaws became effective immediately upon passage by vote of the requisite number of Members on February 29, 2024.

E. In accordance with SC Code Ann. § 27-30-130(B)(2), the herein Second Amendment to the Bylaws shall be duly recorded in the ROD Office for Charleston County on or before January 10, 2025.

[AMENDMENT CONTINUES ON FOLLOWING PAGE]

AMENDMENT

This Second Amendment amends the Bylaws by amending Article I Sections 1.02, 1.03, 1.04, 1.09, 1.11, and 1.14; Article II Sections 2.05, 2.16, and 2.17; Article X Section 5.01, 5.04, 5.09, and 5.10; Article XI Sections 6.01, 6.02, and 6.05; Article IX Section 9.06; and Article X Section 10.03. The following sections shall be deleted from the Bylaws: Article II Section 2.18, Article III Section 3.08, Article V Section 5.11, and Article XIV.

The changes are as follows:

- 1.02- Remove "registered" mail requirement. Allow electronic means
- 1.03- Remove "registered" mail requirement. Allow electronic means
- 1.04- Revise delivery to secretary or designee. All informed by mail or electronic means
- 1.09- Revise to at least 30 days
- 1.11- Revise as designated by the Board
- 1.14- Revise secretary or designee
- 2.05- Remove "without cause" and add 2/3rd req for vote
- 2.16- Revise- Allow electronic means
- 2.17- Revise secretary or designee, and remove "30 day" requirement
- 2.18- Delete
- 3.08- Delete
- 5.01- Revise May 1- April 30
- 5.04- Revise Insurance 1 year or periodically, not more than quarterly
- 5.09- Remove petty cash
- 5.10- Remove petty cash
- 5.11- Delete
- 6.01- Revise to "General Common elements"
- 6.02- Revise to "Villas, Limited common elements, and utility"
- 6.05- Delete starting at "Provided however"
- 9.06- Delete last sentence
- 10.03- Revise to \$100 per occurrence
- Article XIV- Delete

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Article I Section 1.02 Quorum. The presence of Co-owners owning fifty-one percent of the value of the property shall constitute a quorum for the transaction of business at meetings of the Council, and any absent Co-owner who does not execute and return the proxy form sent to him by mail or by electronic means referred to in Section 1.04 of this Article shall be deemed to be present for the purposes of determining the presence of a quorum. From the time of the recording of the first deed in any additional phase, all the Co-owners in the additional phase shall be included when determining a quorum.

Article I Section 1.03 Voting. On all matters relating to the Regime upon which a vote of the Co-owners is conducted, each Co-owner shall be entitled to cast the number of votes set out in Exhibit "D" attached hereto and incorporated herein by reference. The affirmative vote of the Co-owners owning fifty-one percent (51%) or more of the value of the Property shall be required to adopt decisions unless the Master Deed or these Bylaws require a different percentage for a

particular act or decision. Votes can be cast only at meetings of the Council convened in accordance with the Bylaws, and in the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by any officer thereof, a partnership shall act by any general partner thereof, an association shall act by any associate thereof, a trust shall act by any trustee thereof, and any other legal entity shall act by any managing agent thereof. The failure of an absent Co-owner to execute and return the proxy form sent to him by mail or by electronic means referred to in Section 1.04 of this Article shall constitute a proxy to and for the majority present and voting. When a Co-owner consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Co-owner unless another of such persons objects, in which case the vote which such Co-owner would otherwise be entitled to cast may not be cast. All votes appurtenant to a single Villa or the Utility/Storage Unit must be cast together and may not be split.

Article I Section 1.04 Proxies. Any Co-owner may by written proxy designate an agent to cast his vote. Unless a proxy otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Council. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless otherwise specified therein. No proxy shall be honored until delivered to the Secretary or Designee of the Council. If at least thirty days prior to a duly called meeting a Co-owner is informed by mail or by electronic means of (a) the time and place of the meeting, (b) the agenda for the meeting, and (c) such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such mailing, and the Co-owner neither attends the meeting nor returns his executed proxy, then such Co-owner shall be deemed to have given his proxy to and for the majority present and voting.

Article I Section 1.09 Notice of Meetings. Written notice of every annual or special meeting of the Council stating the time, date and place of the meeting and, in the case of a special meeting, the business proposed to be transacted, shall be given to every Co-owner not fewer than thirty nor more than sixty days in advance of the meeting; provided, however that notice may also be given as described in Section 1.04 of this Article. Failure to give proper notice of a meeting of the Co-owners shall not invalidate any action taken in such meeting unless (a) a Co-owner who was present but was not given proper notice objects at such meeting, in which case the matter to which such Co-owner objects shall not be taken up, or (b) a Co-owner who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Co-owner objects shall be void.

Article I Section 1.11 Place of Meeting. All meetings of the Council shall be held at such convenient place as designated by the Board of Directors.

Article I Section 1.14 Minutes of Meeting. The Secretary or Designee of Council shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Council. Such minutes shall be made available for examination and copying by any Co-owner at any reasonable time.

Article II Section 2.05 Removal. A Director may be removed from office by vote of two-thirds (2/3) of the Co-owners.

Article II Section 2.16 Place of Meeting. All meetings of the Board of Directors shall be held at such convenient place as the Board may select. Meetings may be conducted by telephone or electronic means if all Directors consent.

Article II Section 2.17 Minutes of Meetings. The Secretary or Designee of Council shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board of Directors. A copy of such minutes shall be distributed to each Co-owner following each meeting, and all such minutes shall be made available for examination and copying by any Co-owner at any reasonable time.

Article II Section 2.18 shall be deleted.

Article III, Section 3.08 shall be deleted.

Article V Section 5.01 Fiscal Year. The fiscal year of the Regime shall be May 1 through April 30 unless otherwise determined by the Council.

Article V Section 5.04 General Assessments. The funds required by the Budget shall be collected from the Co-owners in assessments (General Assessments) in proportion to their respective interests in the Common Elements as set out in Exhibit "D" attached hereto and incorporated by reference, and the General Assessments shall be payable as and when determined by the Council, but in no event shall General Assessments be collected in installments more frequent than quarterly. The contribution of Co-owners toward the expense of the premium for insurance policies as herein provided for may be collected in one (1) yearly assessment, or periodically not more frequent than quarterly, in addition to other assessments, which assessment shall be treated as part of the General Assessments.

Article V Section 5.09 Accounts. The Board of Directors shall maintain on behalf of the Council a checking account with a state- or federally-chartered bank having an office in the county where the Property is situated. The Board of Directors may also maintain on behalf of the Council an interest-bearing savings account with a state- or federally-chartered bank, savings and loan association, or building and loan association. Funds of the Council may also be invested in any instrument, obligation or security (or fund comprised solely of said instruments or securities) which is insured by the United States Government, or guaranteed by the full faith and credit of the United States Government, a state government, or any local governmental entity. If a Manager is employed, said accounts may be maintained in the name of the Manager as agent of the Council. All funds of the Council shall be promptly deposited in one of said accounts, except that the Board of Directors may maintain a fund of not more than two hundred fifty dollars for payment of minor current expenses of the Council. The books and records relating to any account of the Council shall be made available for examination and copying by any Co-owner at any reasonable time.

Article V Section 5.10 Payments. The Board of Directors shall provide for payment of all debts of the Council from the funds collected from the Co-owners. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall

otherwise determine. All other expenditures which are in excess of two hundred fifty dollars shall be reviewed and approved by the President or the Board of Directors before payment is made. All checks and requests for withdrawals drawn upon any account of the Council shall be signed by the President and the Treasurer or by any two officers of the Council designated by the Board of Directors. The Board of Directors may authorize the Manager to draw checks upon the account of the Council. The Board of Directors may also authorize the Manager to make disbursements from the fund, if any.

Article V Section 5.11 shall be deleted.

Article VI Section 6.01 Maintenance by Manager. The Manager shall provide for the maintenance, repair, and replacement of the General Common Elements.

Article VI Section 6.02 Maintenance by Co-owners. The Villas, Limited Common Elements, and the Utility/Storage Unit shall be maintained in good condition and repair by their respective owners.

Article VI Section 6.05 Improvements. The board of Directors shall provide for the making of such improvements to the Common Elements as may be approved from time to time by the Co-owners. The cost of such improvements shall be Common Expenses.

Article IX Section 9.06 Insurance by Co-owners. Each Co-owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable: (a) hazard insurance on his Villa and its contents for his own benefit, and (b) liability insurance covering accidents occurring within his Villa.

Article X Section 10.03 Enforcement. The Board of Directors shall enforce the terms of the Act, the Master Deed, and these Bylaws and the Regulations promulgated pursuant hereto by taking prompt and appropriate action to correct any violations. In addition to any other remedy to which the Council or any Co-owner may be entitled, the Board of Directors may impose against a Co-owner reasonable fines not to exceed a total of one hundred dollars (\$100.00) per occurrence for any violation of the terms of the Act, the Master Deed, these Bylaws, or the Regulations promulgated pursuant hereto. Such fines shall be collected by Individual Assessment. Each day during which a violation occurs or continues may be deemed a separate offense.

Article XIV shall be deleted.

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Upon recordation thereof, this amendment shall become an integral part of the Covenants of Turtle Point Villas Horizontal Property Regime.

[END OF AMENDMENT]

[AMENDMENT PROBATE PAGE FOLLOWS]

WHEREAS, the Members of the Turtle Point Villas Council of Co-owners, Inc. have determined that the herein Second Amendment to the Bylaws for Turtle Point Villas Horizontal Property Regime is necessary for the preservation and well-being of the community known as Turtle Point Villas Horizontal Property Regime, and the requisite number of Owners voted to approve same in accordance with Article XI, Section 11.01 of the Master Deed.

In witness whereof, the undersigned has executed this instrument on this, the 20 day of

March, 2024.

Victoria Villano

Witness #1 Signature (not notary)

Victoria Villano

Witness #1 Printed Name

Megan Howard

Witness #2 Signature (not notary)

Megan Howard

Witness #2 Printed Name

[Signature]

President

Turtle Point Villas Council of Co-owners, Inc.

STATE OF SOUTH CAROLINA)

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ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

PERSONALLY appeared before me, Victoria Villano and Megan Howard the above signed witnesses, who are personally known to me or provided satisfactory evidence of his/her identity, and oath is made that (s)he saw the within named Turtle Point Villas Council of Co-owners, Inc., sign, seal and as its act and deed, deliver the within instrument, that (s)he, with the other witnesses subscribed above, witnessed the execution thereof, and that neither subscribing witness is a party to or a beneficiary of the transaction.

Acknowledged, sworn to and subscribed before me)

This, the 20 day of March, 2024)

Katie M. Mell)

Notary Public for the State of South Carolina)

My commission expires: July 10, 2027)

