

C. NOW THEREFORE, this Third Supplemental Declaration to the Master Deed of Turtle Point Villas Horizontal Property Regime is made by Turtle Point Villas Council of Co-Owners, Inc. pursuant to the Horizontal Property Act of South Carolina (herein the "Act") and the Master Deed for purpose of submitting the land hereinafter described and all improvements thereon to Turtle Point Villas Horizontal Property Regime, subject to the terms, provisions, covenants and restrictions in said Master Deed which has heretofore established Turtle Point Villas Property Regime, said restrictions to run with the land submitted to the horizontal property regime.

*Third Supplemental Declaration to Master Deed of
Turtle Point Villas Horizontal Property Regime*

D. This Third Supplemental Declaration has been approved by the express written consent of two-thirds (2/3) or more of the Owners of property subject to Article XI Section 11.01 of the Master Deed.

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

F. In accordance with SC Code Ann. § 27-30-130(B)(2) and § 27-30-130(C), the herein Third Supplemental Declaration shall be duly recorded in the ROD Office for Charleston County on or before January 10, 2025.

[SUPPLEMENT CONTINUES ON FOLLOWING PAGE]

SUPPLEMENT

This Third Supplemental Declaration supplements the Master Deed by revising Article VI, Section 6.01 and Article IX, and removing Article XI, Section 11.03.

Changes:

6.01- Revise to state "General common elements"

Article IX- Revise to 1 year or periodically, not more than quarterly

11.03- Delete

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Article VI Section 6.01 and shall state as follows:

Section 6.01 Liability of Co-owners. The Co-owners of the Villas and the Utility/Storage Unit are bound to contribute in proportion to their respective interests in the General Common Elements set out in Exhibit "D" toward the following expenses (General Common Expenses):

- a) those expenses of maintaining, repairing, or replacing the General Common Elements as qualified by Article VI, Section 6.04 of the Bylaws;
- b) insurance premiums paid by the Council in accordance with the provisions of this Master Deed and the Bylaws;
- c) indemnification of Board of Directors, members, and Council officers as provided in Article XI, Section 11.04 of the Bylaws; and
- d) any other expense (including contributions to reserve funds) lawfully agreed upon by the Council as necessary to the operation, administration, and preservation of the Regime.

The liability of each Co-owner for the General Common Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with the Act, this Master Deed, and the Bylaws. No Co-owner may exempt himself from contributing toward the General Common Expenses by waiver of the use or enjoyment of the General Common Elements or by abandonment of his Villa or the Utility/Storage Unit.

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Article IX shall state as follows:

ARTICLE IX INSURANCE

*Third Supplemental Declaration to Master Deed of
Turtle Point Villas Horizontal Property Regime*

The Council shall insure the Property against flood, fire, liability, windstorm and all other risks as are customarily insured against with respect to buildings and improvements similar to the buildings and improvements on the Land.

The contribution of Co-Owners toward the expense of the premium for such insurance may be collected in one (1) yearly or periodic assessment, not more frequent than quarterly, in addition to other assessments. The council shall insure the Property against risks, without prejudice to the right of each Co-owner to insure his Villa or the Utility/Storage Unit on his own account for his own benefit.

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Article XI Section 11.03 shall be removed from the Master Deed. Article XI Section 11.04 shall be renumbered to as to be designated as Article XI Section 11.03.

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Upon recordation thereof, this Supplement shall become an integral part of the Master Deed for Turtle Point Villas Horizontal Property Regime.

[END OF SUPPLEMENT]

[SUPPLEMENT PROBATE PAGE FOLLOWS]

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*Third Supplemental Declaration to Master Deed of
Turtle Point Villas Horizontal Property Regime*

WHEREAS, the Members of Turtle Point Villas Council of Co-Owners, Inc. have determined that the Third Supplemental Declaration to the Master Deed of Turtle Point Villas Horizontal Property Regime ("Declaration") for Turtle Point Villas Horizontal Property Regime is necessary for the preservation and the well-being of the horizontal property regime 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.

IN WITNESS HEREOF, the parties have executed this Third Supplemental Declaration to Master Deed of Turtle Point Villas Horizontal Property Regime to be effective on the day, month and year written below by the Notary.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

PERSONALLY appeared before me, the above signed witnesses, who are either personally known to me or provided satisfactory evidence of their identity, and oath is made that (s)he saw the within named signatory for Turtle Point Villas Council of Co-Owners, Inc. sign, seal and as its act and deed, deliver the within instrument, and 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)

