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PELZER LAW FIRM, LLC
266 MEETING STREET
CHARLESTON, SC 29401



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STATE OF SOUTH CAROLINA)
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COUNTY OF CHARLESTON)

**THIRD AMENDMENT
TO THE BYLAWS OF
TURTLE COVE VILLAS
COUNCIL OF CO-OWNERS, INC.**
Book D137, Page 707

THIS THIRD AMENDMENT TO THE BYLAWS OF TURTLE COVE VILLAS COUNCIL OF CO-OWNERS, INC. (hereafter the “Third Amendment to By-Laws”) is made this 20 day of November, 2023, by the Turtle Cove Villas Council of Co-Owners, Inc. (hereafter the “Council”) as follows:

WITNESSETH

WHEREAS, the Master Deed for Turtle Cove Villas Horizontal Property Regime (hereafter the “Master Deed”) was recorded on May 15, 1984, with the Register of Deeds for Charleston County, South Carolina at Deed Book D137, page 707; and,

WHEREAS, the Bylaws of Turtle Cove Villas Council of Co-Owners, Inc. (hereafter the “Bylaws”) were incorporated as Exhibit E to the Master Deed; and,

WHEREAS, pursuant to Article 11.02 of the Bylaws, the Bylaws may be amended by the affirmative vote of Co-owners owning at least two-thirds of the value of the Property; and

WHEREAS, on November 11, 2023, Co-owners owning at least two-thirds of the value of the Property voted to amend the Bylaws as set forth below.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, pursuant to Article 11.02 of the Bylaws, the Council hereby amends the Bylaws after the affirmative vote of Co-owners owning at least two-thirds of the value of the Property as follows:

1. Incorporation of Recitals; Definitions: The foregoing recitals are true and correct and are hereby incorporated as if set forth verbatim herein. All capitalized terms used herein but not defined herein shall have the definitions set forth in the Declaration of Covenants.

2. Section 1.00 is hereby added to the Bylaws as set forth below:

Section 1.00 Guidelines and Procedures for Remote Notice and Participation at Meetings

A. Remote Technology. To the extent permitted by law, now or in the future, any procedures employed in the conduct of Regime business, as defined in this Master Deed and Bylaws (and all amendments thereto) may be carried out by using any remote communications technology available at the time, provided such use is a generally accepted business practice and has been approved by the Regime's Board of Directors for such use.

B. Co-Owner Electronic Mail Address. Each Co-owner will be responsible for providing the Regime Manager a valid Electronic Mail (Email) Address which the Board of Directors and Regime Manager can use to serve notices and communicate with Co-owners regarding Regime business. Co-owners will also be responsible for keeping the Regime Manager informed of any Email changes.

C. Regime Websites. A Regime Website is available (current access is through the Regime Manager's company website) for Co-owners to gain access to information related to Regime business. Other Regime related information and communication services also may be provided through the Regime Website or on other websites as determined by the Board of Directors.

D. General Distribution and Delivery of Information. Documents, reports and information required to be distributed to all Co-owners may be accomplished by posting such information on the Regime Website. It is not required to provide Co-owners with any additional notice of such postings.

E. Providing Notice to Co-Owners and Directors. All notices required to be given to Co-owners by mail pursuant to the Master Deed, Bylaws, or South Carolina law, including notice of any annual, regular, or special meetings of the Co-owners, and notices required to be given to members of the Board of Directors, may be accomplished through the use of Email. The provision by a Co-owner and/or Director of an Email address to the Board of Directors or to the Regime Manager shall be deemed an agreement and authorization by said Co-owner to receive any and all notices by Email. Such Email address provided to the Board of Directors or Regime Manager shall be deemed a good address for providing notice until such Co-owner provides a different Email address or written instructions to the contrary revoking authority to be served via Email.

3. Section 1.02 of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 1.02 Quorum. The presence of Co-owners owning fifty-one percent of the value of the Property, whether in person or by remote attendance, 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 referred to in Section 1.04 of the Bylaws shall be

deemed to be present for the purpose of counting and determining the presence of a quorum.

4. Section 1.03 of the Bylaws is hereby deleted in its entirety and replaced with the following:

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 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 or by remote ballot in accordance with this Section 1.03, 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.

Any action that may be taken at any Annual, Regular, or Special meeting of the Co-owners may be taken by remote ballot without an in-person meeting if the Council delivers in writing, or by Email, a written or electronic ballot to every Co-owner entitled to vote on the matter. A written or electronic ballot shall: (i) set forth each proposed action; and (ii) provide an opportunity to vote for or against each proposed action; and (iii) explain the steps necessary to vote for or against each proposed action. All solicitations for votes by written or electronic ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Council in order to be counted. A ballot may not be revoked once submitted and shall only be effective for the vote for which it is submitted.

A Co-owner not physically present or acknowledged by the president as virtually present by remote communication (for example by Zoom) and who has failed to execute and return the proxy form provided in accordance with Section 1.04, shall be deemed to have given a proxy to and for the majority 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.

5. Section 1.04 of the Bylaws is hereby deleted in its entirety and replaced with the following:

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 of the Council. Signed proxy forms shall be delivered to the Secretary by hand delivery, by U.S. mail, or by such other means as shall be permitted under South Carolina law, including but not limited to overnight courier service, facsimile, Email transmission, internet form submission or by any other technology or medium now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt. If within the time designated in Article 1 of these Bylaws prior to a duly called meeting, a Co-owner is informed of (1) the time and place of the meeting, (2) the agenda for the meeting, and (3) such data as is then available relative to issues on which there will be a vote, and a proxy form is provided, and the Co-owner neither attends the meeting (physically or virtually), 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. Notwithstanding the foregoing, voting by proxy shall comply with all other applicable provisions or requirements of the Nonprofit Corporation Act.

6. Section 1.06 of the Bylaws is hereby deleted in its entirety.
7. Section 1.09 of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 1.09 Notice of Meetings. Written notice (including notice provided by Email in compliance with Article 1.00 of these Bylaws) 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 ten nor more than thirty 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 days following such meeting, in which case the action to which such Co-owner objects shall be void.

8. Section 1.10 of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 1.10 Waiver of Notice. Waiver of notice of a meeting of the Council shall be deemed the equivalent of proper notice. Any Co-owner may in writing waive notice of any meeting either before or after such meeting. Attendance at a meeting by a Co-owner, whether physically, remotely, or by proxy, shall be deemed waiver by such Co-owner of notice of the time, date, and place of the meeting unless such Co-owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting whether physically, remotely, or by proxy shall also be deemed waiver of notice

of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

9. Section 2.02(a) of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 2.02. Authorities and Duties.

- a) the contracting with a management agent to provide for the surveillance of the Property, the maintenance, repair and replacement of the Common Elements, and the designation and dismissal of the personnel necessary to accomplish the same. The Board shall carry out a periodic performance review of management and assess any contract entered into with management in its sole discretion and sound business judgment.

10. Section 2.16 of the Bylaws is hereby deleted in its entirety and replaced with the following:

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 remote communication (e.g. Zoom) if all Directors consent.

11. Section 4.01 of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 4.01 Employment. The Council, in the sole discretion and sound business judgment of the Board of Directors, shall employ a management agent entirely of its own choosing.

12. Section 4.03 of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 4.03 Authority and Duties. The Manager shall provide the services and perform the duties set out in Article II, Section 2.02(a) of these Bylaws, and shall provide such other services and perform such other duties (including, but not limited to, those enumerated in Article 2, Section 2.02 subsections a, b, c, e, and f) as authorized and directed from time to time by the Board of Directors and shall attend meetings of the Board and of the Council when requested to do so by the Board.

13. Section 5.13 is hereby added to the Bylaws as set forth below:

Section 5.13 Capital Contribution. Upon the conveyance of a Villa in Turtle Cove Villas 1 Horizontal Property Regime, the Purchaser shall pay to the Council of Co-owners at closing a sum equal to one-half of one percent of the purchase price as working capital. Such sums are separate and distinct from annual or special assessments and shall not be considered advance payment of such assessments. Such working capital must be collected from each Purchaser upon the initial purchase of a Villa and must be transferred to the Council at the time of the closing of such transaction.

14. Section 6.01 of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 6.01 Maintenance and Improvements. The Manager, after consultation with and the approval of the Board, shall provide for the maintenance, repair, and replacement of the Common Elements provided for in the Master Deed and Bylaws (as amended) and applicable South Carolina law.

15. Section 6.04 of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 6.04 Expenses. The expenses of all maintenance, repair, and replacement of the Common Elements provided by the Manager and approved by the Board as provided for in Section 6.01 of these Bylaws shall be Common Expenses, except that when such expenses are necessitated by (a) the failure of a Co-owner to perform the maintenance required by these Bylaws or by any lawful Regulation, (b) the willful act, neglect or abuse of a Co-owner, or (c) an uninsured loss which is to be borne by a Co-owner in accordance with Article VII of these Bylaws, they shall be charged to such Co-owner by an individual assessment.

16. Section 6.06 is hereby added as to the Bylaws as follows:

Section 6.06 Maintenance and Liability. While the subfloors of each Villa are considered a Common Element, the Regime's responsibility to repair damage to subfloors is limited as provided for in the Master Deed and Bylaws, as amended. If upon inspection by a qualified professional retained by the Manager or Board, damages to the subfloor are determined to have been caused by the willful act, neglect or abuse by the Co-owner, tenant or guest, then the Co-owner of any such Villa shall be responsible for applicable costs for repair.

It is recommended that Co-owners carry sufficient insurance to cover the repair and restoration of damage to floors, walls, ceilings, fixtures, and any other building components for which they are liable for the damage and costs of repair caused by water leaks or other cause of damage within their Villa or leaks and other causes of damage from an adjacent Villa.

17. Section 6.07 is hereby added as to the Bylaws as follows:

Section 6.06 Calendar Restrictions on Renovations. Unless permitted by the Board, any substantial improvement or renovation of a Villa involving construction contractors must be accomplished between the dates of September 15 through May 15 of the following year, inclusive, in order to avoid having on-going construction during Villa high occupancy time periods. No construction is permitted on the following holidays: the four-day Thanksgiving weekend, the week between Christmas and New Year's Day, and Easter weekend. Permitted work hours are 8 a.m. to 6 p.m., Monday through Saturday.

Except as specifically amended and modified by this Third Amendment to the Bylaws of Turtle Cove Villas Council of Co-Owners, Inc., the Master Deed and By-Laws, and amendments thereto, referenced herein shall continue in full force and effect in accordance with their terms.

**TURTLE COVE VILLAS
COUNCIL OF CO-OWNERS, INC.**

Megan [Signature]
WITNESS

Norman Black [Signature]
By: Norman Black
Its: President

Kate M. Mee [Signature]
WITNESS

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

THE foregoing instrument was acknowledged before me on this 20 day of November, 2023 by Turtle Cove Villas Council of Co-Owners, Inc. by Norman Black, its President.

Victoria Villano [Signature]
South Carolina Notary Public
My Commission Expires: 02/04/2032
Victoria Villano



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PELZER LAW FIRM
 266 MEETING ST

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