

STATE OF SOUTH CAROLINA CERTIFICATION OF AMENDMENT TO) **COUNTY OF CHARLESTON**) HORIZONTAL PROPERTY REGIME

#PGS: 7

WHEREAS, the Kiawah Island Company Limited, a corporation organized under the laws of the Territory of the British Virgin Islands, executed the Master Deed for the Windswept Villas Horizontal Property Regime (the "Regime") dated March 25, 1982, that was duly recorded in the R.M.C. Office for Charleston County, South Carolina, on March 26, 1982 at Book A128, page 186 (subsequently referred to herein as "Master Deed"); and

WHEREAS, the Kiawah Island Company Limited executed the First Amendment to the Master Deed dated May 3, 1982, that was duly recorded in the R.M.C. Office for Charleston County, South Carolina, on March 26, 1982 at Book H128, page 163; and,

WHEREAS, the Master Deed has been further amended by that Second Amendment dated June 16, 1981, recorded in the R.M.C. Office for Charleston County, South Carolina, at Book R128, page 272; and further amended by that Amendment dated February 10, 2004, recorded in the R.M.C. Office for Charleston County, South Carolina, at Book W 486, page 387; and

WHEREAS, Windswept Villas Horizontal Property Regime incorporated as a South Carolina non-profit corporation on or about September 9, 1986;

WHEREAS, Article XI, Section 11.01, of the Master Deed provides the Master Deed may be amended only by the written agreement of the Co-Owners owning two-thirds of the value of the Property; and

WHEREAS, Article XI, Section 11.03 of the Master Deed provides that no amendment to the Master Deed shall become effective unless and until recorded in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina; and

WHEREAS, the board of directors of the Regime has obtained the written consent of the Co-Owners of more than two-thirds of the value of the Property approving the amendment to the Master Deed set forth below.

NOW, THEREFORE, BE IT KNOWN TO ALL MEN BY THESE PRESENTS that the Master Deed, as previously amended, has been further amended by the written consent of the Co-Owners of more than two-thirds of the value of the Property who signed separate written consents approving the amendment that have been returned to the board of the Regime.

The approved amendment, effective as of the date of the recording of this instrument, deletes Section 7.01 in its entirely and replaces it with the following new Section 7.01 as follows:

Section 7.01. <u>Use of Property and Certain Restrictions on Ownership and Use of Villas.</u> Each Co-owner shall be entitled to the exclusive ownership and possession of his Villa or Commercial Unit and may use the Common Elements in accordance with the purposes for which they were intended without hindering or infringing upon the lawful rights of other Co- owners. The Board of Directors shall resolve any question regarding the intended use of the Common Elements.

In addition to the <u>Restrictions</u> set forth in Section 10.01 of the Bylaws, attached as Exhibit "E" to this Master Deed, no Villa shall be owned or utilized for any type of fractional, time share, or interval ownership or other similar license, lease, or ownership, including, but not limited to, Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by Section 27-32-10, et seq., S.C: Code (1976), as amended. Villas further shall not be owned or utilized as part of a destination club, private residence club, or other similar club or entity that may be based on membership or other form of ownership by the participants regardless whether the arrangement satisfies the legal definition of fractional, time share, or interval ownership.

By their signatures below, the President and Secretary of the Regime certify that the required number of written consents to approve the amendment were received and collected from the Co-Owners of more than two-thirds of the value of the Property and that said consents have been retained as records of the Regime.

The effective date of the above Amendment is the date of recording of this instrument.

Except as set forth above, the Master Deed, as amended, remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Windswept Villas Horizontal Property Regime, Inc., (a South Carolina non-profit corporation) has caused these presents to be executed by its duly authorized officers this __/______, 2018.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE:

WITNESSES:

WINDSWEPT VILLAS HORIZONTAL PROPERTY REGIME, INC. (SEAL)

Alan C. Nedrich, its President

aux Mua Tercini

Robert DALESGANDRO

The effective date of the above Amendment is the date of recording of this instrument.

Except as set forth above, the Master Deed, as amended, remains unchanged and in full force and effect.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE:

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WITNESSES:	WINDSWEPT VILLAS HORIZONTAL PROPERTY REGIME, INC. (SEAL)
	Alan C. Nedrich, its President
Somer Bashi	Virgina B. Abbott, its Secretary

STATE OF NORTH CAROLINA) ACKNOWLEDGMENT
COUNTY OF UNION)
THE FOREGOING INSTR	UMENT was acknowledged before me by WINDSWEPT
VILLAS HORIZONTAL PROPER	TY REGIME, INC. (a South Carolina non-profit corporation)
by Alan C. Nedrich, its President, th	nis 16 day of May, 2018.
Notary Public for North Caroloina	_ (Seal)
My Commission Expires: May 3	CHRISTOPHER PAUL THORN Notary Public - North Carolina Mecklenburg County My Commission Expires May 3, 2021
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON) ACKNOWLEDGMENT)
THE FOREGOING INSTR	UMENT was acknowledged before me by WINDSWEPT
VILLAS HORIZONTAL PROPER	TY REGIME, INC., (a South Carolina non-profit corporation)
by, Virginia B. Abbott, its Secretary	t, this day of Moe, 2018.
Notary Public for South Carolina	(Seal) M I
My Commission Expires. 7.212	
NOTARY PUBLIC STATE OF MICHIGAN COUNTY OF MACOMB My Commission Expires July 2, 2020 Acting in the County of County	

STATE OF NORTH CAROLINA	.)	ACKNOWLEDGMENT
COUNTY OF UNION)	ACKNOWLEDGMENT
THE FOREGOING INST	TRUMENT	was acknowledged before me by WINDSWEPT
VILLAS HORIZÓNTAL PROPE	RTY REGII	ME, INC., (a South Carolina non-profit corporation)
by Alan C. Nedrich, its President,	this	day of, 2018.
Notary Public for North Caroloina	(Seal)	
My Commission Expires:		
STATE OF MICHIGAN)	ACKNOWLEDGMENT
COUNTY OF MACOMB)	
THE FOREGOING INST	RUMENT	was acknowledged before me by WINDSWEPT
VILLAS HORIZONTAL PROPE	RTY REGIN	ME, INC., (a South Carolina non-profit corporation)
by, Virginia B. Abbott, its Secreta	ry, this 🔑 🗀	4 day of 112y, 2018.
Notary Public for Michigan	(Seal)	
My Commission Expires: 9/12/	2020	
mer		
CHRISTOPHER J HEFKA Notary Rublic - Michigan Maccomb County My Commission Expires Sep. 12, 2020 Acting in the County of Sep. 12		
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WINDSWEPT VILLAS HPR

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Jun 01, 2018

Peter J. Tecklenburg

Charleston County Auditor

PID VERIFIED BY ASSESSOR

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