

26739

FILE
SW/MASTER DEED

2138

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) : AMENDMENT TO EXHIBIT C RULES AND
 REGULATIONS OF THE MASTER DEED
 FOR SPRINGWOOD VILLAS HORIZONTAL
 PROPERTY REGIME .

This Amendment to Exhibit C Rules and Regulations of the Master Deed for Springwood Villas Horizontal Property Regime ("Amendment") is made and entered into this 22 day of September, 1991, by the Board of Directors of Springwood Villas Horizontal Property Regime.

WITNESSETH:

WHEREAS, the Master Deed establishing the Springwood Villas Horizontal Property Regime was made and entered into on October 7, 1982, and recorded in R.M.C. Office for Beaufort County, South Carolina, on October 8, 1982, in Book 355 at Page 832 ("Master Deed"); and

WHEREAS, Exhibit C to the Master Deed sets forth the Rules and Regulations for Springwood Villas Horizontal Property Regime;

WHEREAS, Section 8 of the Rules and Regulations states "the Board of Directors reserves the right to add to, revoke, change, amend, or interpret these rules and regulations as they deem in the best interest of the health, safety, and welfare of the owners and the property"; and

WHEREAS, at a duly called Board of Directors meeting for Springwood Villas Horizontal Property Regime, held on June 26, 1991, the Board of Directors unanimously voted to amend the Rules and Regulations as hereinafter set forth.

NOW, THEREFORE, the Board of Directors of Springwood Villas Horizontal Property Regime hereby amend the Rules and Regulations pursuant to their given authority in the Master Deed.

1. The above "Whereas" clauses are incorporated herein as if repeated verbatim.
2. Section One of the Rules and Regulations is hereby deleted and the following language shall be inserted therein:

As of September 1, 1991, full-time resident owners of Apartments within Springwood Villas Horizontal Property Regime, who own pet(s) on or before September 1, 1991, shall be allowed to keep their pets; however, all such owners with pets must abide by all applicable leash laws of the Town of Hilton Head Island and must clean up any waste products from their

pets; furthermore, pets are not allowed in the court yard of the Property. After September 1, 1991, Owners who do not own pets shall not be allowed to acquire a pet without violating these Rules and Regulations. Owners who acquire an Apartment after September 1, 1991, shall not be allowed to have pets. Under no circumstances are tenants of Apartments (long or short term) allowed to have pets.

- 3. Except as herein amended, the Rules and Regulations shall remain unchanged.

IN WITNESS WHEREOF, the Board of Directors have set their hands and seals as of the day and date first above written.

BOARD OF DIRECTORS OF SPRINGWOOD VILLAS HORIZONTAL PROPERTY REGIME

Paul S. L.
Candyn L. Neely

John W. Bowman Pres.
JOHN BOWMAN

Paul S. L.
Candyn L. Neely

Patricia Weaver
PATRICIA WEAVER

Paul S. L.
Candyn L. Neely

Daisy B. Box
DAISY BOX

Paul S. L.
Candyn L. Neely

Connie Rockhill
CONNIE ROCKHILL

PHYLLIS FORD

✓

MICHAEL MACEY

pets; furthermore, pets are not allowed in the court yard of the Property. After September 1, 1991, Owners who do not own pets shall not be allowed to acquire a pet without violating these Rules and Regulations. Owners who acquire an Apartment after September 1, 1991, shall not be allowed to have pets. Under no circumstances are tenants of Apartments (long or short term) allowed to have pets.

- 3. Except as herein amended, the Rules and Regulations shall remain unchanged.

IN WITNESS WHEREOF, the Board of Directors have set their hands and seals as of the day and date first above written.

BOARD OF DIRECTORS OF SPRINGWOOD VILLAS HORIZONTAL PROPERTY REGIME

JOHN BOWMAN

PATRICIA WEAVER

DAISY BOX

CONNIE ROCKHILL

PHYLLIS FORD

Michael Macey
MICHAEL MACEY

Paul E. ...
Carolyn ...

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me CARL E. LEWIS, who on oath, says that he/she saw the within named PHYLLIS FORD sign, seal and as her act and deed deliver the within written document and that he/she with CAROLYN L. NEELY witnessed the execution thereof.

Sworn to before me this
22 day of September, 1990.

Carl E. Lewis
(witness)

Carolyn M. Neely
Notary Public for South Carolina
My Commission expires: _____
Notary Public, South Carolina State at Large
My Commission Expires March 18, 2001

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me CARL E. LEWIS, who on oath, says that he/she saw the within named MICHAEL MACEY sign, seal and as her act and deed deliver the within written document and that he/she with CAROLYN L. NEELY witnessed the execution thereof.

Sworn to before me this
22nd day of September, 1990.

Carl E. Lewis
(witness)

Carolyn M. Neely
Notary Public for South Carolina
My Commission expires: _____
Notary Public, South Carolina State at Large
My Commission Expires March 18, 2001

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me CARL E. LEWIS, who on oath, says that he/she saw the within named DAISY B. BOX sign, seal and as her act and deed deliver the within written document and that he/she with CAROLYN L. NEELY witnessed the execution thereof.

Sworn to before me this
22 day of September, 1991.

Carl E. Lewis
(witness)

Earl M. Ficks

Notary Public for South Carolina
My Commission expires: _____

Notary Public South Carolina State at Large
My Commission Expires March 18, 2001

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me CARL E. LEWIS, who on oath, says that he/she saw the within named CONNIE ROCKHILL sign, seal and as her act and deed deliver the within written document and that he/she with CAROLYN L, NEELY witnessed the execution thereof.

Sworn to before me this
22 day of September, 1991.

Carl E. Lewis
(witness)

Earl M. Ficks

Notary Public for South Carolina
My Commission expires: _____

~~Notary Public South Carolina State at Large~~
My Commission Expires March 18, 2001

the same manner as if the same were expressly set forth in this Amendment. The Units in the Phase IIA property of the Springwood Villas Horizontal Property Regime are as follows:

In the easterly building (Building K) there are twelve (12) Units numbered as follows:

<u>Number</u>	<u>Unit Type</u>
13	3 Bedroom Flat
14	3 Bedroom Townhouse
15	2 Bedroom Townhouse
16	2 Bedroom Flat
17	2 Bedroom Townhouse
18	2 Bedroom Townhouse
19	2 Bedroom Flat
20	2 Bedroom Townhouse
21	2 Bedroom Townhouse
22	3 Bedroom Flat
23	2 Bedroom Townhouse
24	3 Bedroom Townhouse

In the northwesterly building (Building D) there are twelve (12) Units numbered as follows:

<u>Number</u>	<u>Unit Type</u>
97	3 Bedroom Flat
98	3 Bedroom Townhouse
99	2 Bedroom Townhouse
100	2 Bedroom Flat
101	2 Bedroom Townhouse
102	2 Bedroom Townhouse
103	2 Bedroom Flat
104	2 Bedroom Townhouse
105	2 Bedroom Townhouse
106	3 Bedroom Flat
107	2 Bedroom Townhouse
108	3 Bedroom Townhouse

In the southwesterly building (Building C) there are twelve (12) Units numbered as follows:

<u>Number</u>	<u>Unit Type</u>
109	3 Bedroom Flat
110	3 Bedroom Townhouse
111	2 Bedroom Townhouse
112	2 Bedroom Flat
113	2 Bedroom Townhouse
114	2 Bedroom Townhouse
115	2 Bedroom Flat
116	2 Bedroom Townhouse
117	2 Bedroom Townhouse
118	3 Bedroom Flat
119	2 Bedroom Townhouse
120	3 Bedroom Townhouse

BETHEA, JORDAN
& GRIFFIN, P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
STATTON HEAD ISLAND, S. C.

Horizontal Property Regime in such a way that the said Springwood Villas Horizontal Property Regime shall be composed of the properties formerly designated as Phase I and a portion of Phase II, namely Phase IIA as herein designated. Effective upon the filing of this Amendment, the property included in the Springwood Villas Horizontal Property Regime shall be as described in Exhibit "F" hereto which description includes both the Phase I and the Phase IIA properties herein designated.

SECOND:

That Declarant is amending said Master Deed to include a portion of the Phase II property, namely Phase IIA. Said Master Deed provided that Phase II could consist of not more than seventy-two (72) apartments. Declarant does hereby elect to amend said Master Deed to include thirty-six (36) additional apartments, provided, however, that Declarant herein expressly reserves the option and right to further expand this Regime to include an additional thirty-six (36) units representing the remainder of Phase II as originally contemplated, to be hereafter referred to as Phase IIB.

THIRD:

That Declarant is the sole owner of the land described in Exhibit "A" herein, which land is shown on a plat thereof, said plat being designated as Exhibit "B" and being attached hereto and made a part hereof and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 32 at Page 229.

FOURTH:

That Declarant does hereby, by duly executing this Amendment to the Master Deed of the Springwood Villas Horizontal Property Regime, submit the land referred to in Paragraph THIRD, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Master Deed for the Springwood Villas Horizontal Property Regime and the provisions of the Horizontal Property Act of the State of South Carolina, and does hereby state that it proposes to make the property a part of the Springwood Villas Horizontal Property Regime to be governed by the provisions of the aforementioned Master Deed and the provisions of the Horizontal Property Act of South Carolina.

FIFTH:

That the improvements constructed on and forming a part of the Property are constructed in accordance with the "as built" survey attached hereto as Exhibit "B" to this Amendment and in accordance with the floor plans recorded in the Office of the

Clerk of Court for Beaufort County, South Carolina, in Plat Book 30 at Page 191, which plans are incorporated into and made a part of this Amendment in the same manner as if expressly appearing herein. Said plans are certified by Wiggins & Associates, Inc., architects duly licensed to practice in the State of South Carolina under Registration Number 803, and attached to this Amendment as Exhibit "C" is a certificate by an architect licensed to practice in the State of South Carolina, that the buildings constructed on the property, and specifically the buildings added to the Regime by this Amendment were constructed substantially in accordance with said plans.

SIXTH:

That the property within Phase IIA which is being added to and combined with the Phase I property of Springwood Villas Horizontal Property Regime includes three (3) buildings containing thirty-six (36) individual dwelling units (hereinafter referred to as "Units") all of which are to be used for residential purposes. The Units are capable of individual utilization on account of having their own exits to the common elements of the Property, and a particular and exclusive property right thereto, and also an undivided interest in the general and limited common elements of the property, as set forth in the Master Deed, and as hereinafter set forth, necessary for their adequate use and enjoyment (hereinafter referred to as "Common Elements"), all of the above in accordance with the Horizontal Property Act of South Carolina.

SEVENTH:

That the Property within Phase IIA and being hereby added to the Property of the Springwood Villas Horizontal Property Regime has a total of 1.77 acres, of which 18,633 square feet will constitute and be occupied by Units and a total of 39,287 square feet will constitute the remainder of the common elements.

EIGHTH:

That the total property of the Springwood Villas Horizontal Property Regime, subsequent to the filing of this Amendment and including both the Phase I and the within declared Phase IIA property, has a total of 5.779 acres of which 55,899 square feet will constitute Units and 133,659 square feet will constitute the remainder of the common elements.

NINTH:

There are four (4) basic types of Units in Phase I and Phase IIA of the Springwood Villas Horizontal Property Regime, those being as set forth and more particularly described in Article II, Section 2.3.3 of the above described Master Deed for said Regime, the contents and provisions of which are incorporated herein in

All of the aforementioned Units are more particularly shown on the floor plans thereof recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 30 at Page 191, which plans are incorporated herein in the same manner as if expressly set forth in this Section and said plan, together with the square footage of area in each Unit, likewise together with the description of Unit boundaries as set forth in the aforementioned Master Deed, shall constitute a complete description of the Units within the regime.

TENTH:

That the Common Elements of the property, both General and Limited, and including Phase I, and Phase IIA property, shall be as set forth in the Master Deed establishing the Springwood Villas Horizontal Property Regime, as amended herein, which Master Deed is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 355 at Page 832, et seq., the provisions of which are incorporated herein and made a part hereof in the same manner as if the same were expressly set forth herein except as herein modified or amended.

The parking facilities within the General Common Elements consist of approximately 66,194 square feet in the Phase I and Phase IIA property subsequent to the execution and recording of this Amendment.

The Limited Common Elements referred to in the Master Deed to the Springwood Villas Horizontal Property Regime are as shown on the attached Exhibit "B" to this Amendment and Master Deed.

ELEVENTH:

The percentage of title and interest appurtenant to each Unit and the Unit Owner's title and interest in the common elements (both General and Limited) of the Property (both Phase I and Phase IIA) of the Springwood Villas Horizontal Property Regime and their share in the profits and common monthly expenses as well as proportionate representation for voting purposes in the meeting of the Springwood Villas Owners' Association (hereinafter usually referred to as "Association") of the Regime is based upon the proportionate value of each Unit to the value of the total Property (both Phase I and Phase IIA) as set forth in Exhibit "D" attached to this Amendment. The proportionate representation for voting purposes and the percentage of the undivided interests in the common elements (both General and Limited) provided in this paragraph shall not be altered without the acquiescence of the co-owners representing all of the Units expressed in a duly recorded Amendment to this Master Deed for such Regime or by an Amendment filed by the Declarant in accordance with the reservations set forth in the Master Deed.

TWELFTH:

The sole purpose of this Amendment being to add a portion of the Phase II property, namely Phase IIA, to the Springwood Villas Horizontal Property Regime so as to make it an integral part of said Regime, all provisions of the Master Deed establishing the Springwood Villas Horizontal Property Regime as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, which are not modified herein are expressly incorporated into and reaffirmed by this Amendment in the same manner as if the same were expressly set forth herein. This Amendment is intended to comply with the provisions of the aforementioned Master Deed and the Horizontal Property Act of South Carolina. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Amendment shall not affect the validity or enforceability of the remaining portions thereof and in such event, all of the other provisions of the Amendment shall continue in full force and effect as if such invalid provision had never been included therein.

IN WITNESS WHEREOF, PAW PARTNERSHIP, a South Carolina Limited Partnership, has caused these presents to be executed this 15th day of MARCH, in the year of Our Lord one thousand nine hundred eighty-five and in the two hundred and ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

PAW PARTNERSHIP, a South Carolina
Limited Partnership

Gordon S. Colman

By: Jerry A. Whitlow

Jerry A. Whitlow, General
Partner

Balcan Andrew

By: Edgar C. Wiggins, Jr.

Edgar C. Wiggins, Jr.

BETH A. JORDAN
& _____ IN, P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
TOWN HEAD ISLAND, S. C.

INDEX OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
"A"	Phase IIA Real Property Description
"B"	As-Built Survey
"C"	Certificate of Architect (Phase IIA)
"D"	Percentage of Ownership in Common Elements
"E"	Joinder of Mortgagee by First Federal of the Florida Keys
"F"	Phase I and Phase IIA Property Description

FILED IN DEED - M BOOK 416 PAGE 147
FILED AT 100000 ON 03/28/85

EXHIBIT "A" TO FIRST AMENDMENT TO MASTER DEED
OF
SPRINGWOOD VILLAS HORIZONTAL PROPERTY REGIME

Legal Description for Phase IIA,
Springwood Villas Horizontal Property Regime

All that certain piece, parcel, or tract of land situate, lying and being on Hilton Head Island, South Carolina, having and containing 1.77 acres, more or less, and being shown and described as PHASE IIA, on a plat entitled "An As-Built Survey of Springwood Villas Phases I and IIA" prepared by Coastal Surveying Company, Inc. and certified to by Jerry L. Richardson, S.C.R.L.S. No. 4784, which plat is dated October 7, 1982, and revised 11/12/82, 3/17/83 and 12/12/84, which plat is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 32 at Page 229. Said Phase IIA is more particularly described as follows, to-wit:

The point of commencement is an iron pin located at the intersection of the eastern right-of-way of Cordillo Parkway and the northeastern right-of-way of DeAllyon Avenue and proceeding from said point of commencement South 26 degrees, 06 minutes, 20 seconds East for 737.14 feet to a concrete monument; thence North 63 degrees, 53 minutes, 42 seconds East for 150 feet to a concrete monument; thence South 85 degrees, 58 minutes, 14 seconds East for 29.88 feet to a concrete monument; thence North 63 degrees, 53 minutes, 40 seconds East for 100 feet to a concrete monument; thence proceeding in an easterly direction along a curve having a radius of 146.15 feet and an arc of 82.21 feet to a concrete monument, which marks the Point of Beginning; thence proceeding from said Point of Beginning North 26 degrees, 06 minutes, 20 seconds West for 168.52 feet to a concrete monument; thence North 26 degrees, 06 minutes, 20 seconds West for 108.74 feet to a concrete monument; thence North 63 degrees, 53 minutes, 40 seconds East for 201.65 feet to a concrete monument; thence North 26 degrees, 06 minutes, 20 seconds West for 20 feet to a concrete monument; thence North 63 degrees, 53 minutes, 40 seconds West for 80.00 feet to a concrete monument; thence South 26 degrees, 06 minutes, 20 seconds East for 20 feet to a concrete monument; thence North 63 degrees, 53 minutes, 40 seconds East for 120.00 feet to a concrete monument; thence South 26 degrees, 06 minutes, 20 seconds East for 115.00 feet to a concrete monument; thence South 63 degrees, 53 minutes, 40 seconds West for 180 feet to a concrete monument; thence South 01 degrees, 46 minutes, 42 seconds West for 186.67 feet to a concrete monument; thence South 63 degrees, 53 minutes, 40 seconds West for 130 feet to a concrete monument; thence North 83 degrees, 52 minutes, 41 seconds West for 5.14 feet to a concrete monument which marks the Point of Beginning.

BETHEA, JORDAN
& GRIFFIN, P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
HILTON HEAD ISLAND, S. C.

FILED IN DEED - M BOOK 416 PAGE 144
FILED AT 100800 ON 03/28/85

For a more detailed description as to courses and distances, metes and bounds of the aforementioned parcel IIA containing 1.77 acres, reference is had to the above-mentioned plat of record and in case of conflict, if any, between the above bounded description and said plat, said plat shall prevail.

FILED IN DEED - M BOOK 416 PAGE 145
FILED AT 100800 ON 03/28/85

EXHIBIT "B" TO FIRST AMENDMENT TO MASTER DEED
OF
SPRINGWOOD VILLAS HORIZONTAL PROPERTY REGIME

See as-built survey recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 32 at Page 229.

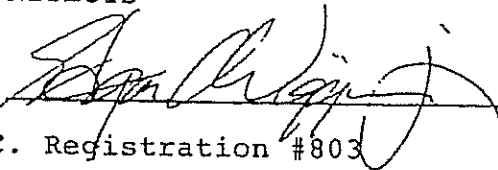
FILED IN DEED - M BOOK 416 PAGE 146
FILED AT 100000 ON 03/28/95

EXHIBIT "C" TO FIRST AMENDMENT TO MASTER DEED
OF
SPRINGWOOD VILLAS HORIZONTAL PROPERTY REGIME

ARCHITECT'S CERTIFICATE

This is to certify that Springwood Villas Horizontal Property Regime, Phase IIA, consisting of the thirty-six (36) Units numbered as follows: 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 119, 111, 112, 113, 114, 115, 116, 117, 118, 119 and 120 are built substantially in accordance with the floor plans recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, recorded in Plat Book 30 at Page 191, except for minor variations which are customary in projects of this nature.

WIGGINS & ASSOCIATES, INC.,
ARCHITECTS

By: 
S.C. Registration #803

Certified to this 15th
day of March, 1985.


(L.S.)
Notary Public for South Carolina

My Commission Expires: 1-5-1999

FILED IN DEED - M BOOK 416 PAGE 147
FILED AT 180800 ON 03/28/85

EXHIBIT "D" TO FIRST AMENDMENT OF MASTER DEED OF
SPRINGWOOD VILLAS HORIZONTAL PROPERTY REGIME

PERCENTAGE OF OWNERSHIP

<u>UNIT</u>	<u>STYLE</u>	<u>STATUTORY VALUE</u>	<u>PERCENTAGE OF OWNERSHIP</u>
13	3 bedroom flat	\$ 125,000.00	.010334
14	3 bedroom townhouse	123,000.00	.010168
15	2 bedroom townhouse	105,000.00	.008681
16	2 bedroom flat	109,000.00	.009010
17	2 bedroom townhouse	105,000.00	.008681
18	2 bedroom townhouse	105,000.00	.008681
19	2 bedroom flat	109,000.00	.009010
20	2 bedroom townhouse	105,000.00	.008681
21	2 bedroom townhouse	105,000.00	.008681
22	3 bedroom flat	125,000.00	.010334
23	2 bedroom townhouse	105,000.00	.008681
24	3 bedroom townhouse	123,000.00	.010168
25	3 bedroom flat	125,000.00	.010334
26	3 bedroom townhouse	123,000.00	.010168
27	2 bedroom townhouse	105,000.00	.008681
28	2 bedroom flat	109,000.00	.009010
29	2 bedroom townhouse	105,000.00	.008681
30	2 bedroom townhouse	105,000.00	.008681
31	2 bedroom flat	109,000.00	.009010
32	2 bedroom townhouse	105,000.00	.008681
33	2 bedroom townhouse	105,000.00	.008681
34	3 bedroom flat	125,000.00	.010334
35	2 bedroom townhouse	105,000.00	.008681
36	3 bedroom townhouse	123,000.00	.010168
		<u>2,688,000.00</u>	<u>.222220</u>

BETHEA, JORDAN
& GRIFFIN, P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
LTON HEAD ISLAND, S. C.

EXHIBIT "D" TO FIRST AMENDMENT OF MASTER DEED OF
SPRINGWOOD VILLAS HORIZONTAL PROPERTY REGIME

PERCENTAGE OF OWNERSHIP

<u>UNIT</u>	<u>STYLE</u>	<u>STATUTORY VALUE</u>	<u>PERCENTAGE OF OWNERSHIP</u>
37	3 bedroom flat	\$ 125,000.00	.010334
38	3 bedroom townhouse	123,000.00	.010168
39	2 bedroom townhouse	105,000.00	.008681
40	2 bedroom flat	109,000.00	.009010
41	2 bedroom townhouse	105,000.00	.008681
42	2 bedroom townhouse	105,000.00	.008681
43	2 bedroom flat	109,000.00	.009010
44	2 bedroom townhouse	105,000.00	.008681
45	2 bedroom townhouse	105,000.00	.008681
46	3 bedroom flat	125,000.00	.010334
47	2 bedroom townhouse	105,000.00	.008681
48	3 bedroom townhouse	123,000.00	.010168
49	3 bedroom flat	125,000.00	.010334
50	3 bedroom townhouse	123,000.00	.010168
51	2 bedroom townhouse	105,000.00	.008681
52	2 bedroom flat	109,000.00	.009010
53	2 bedroom townhouse	105,000.00	.008681
54	2 bedroom townhouse	105,000.00	.008681
55	2 bedroom flat	109,000.00	.009010
56	2 bedroom townhouse	105,000.00	.008681
57	2 bedroom townhouse	105,000.00	.008681
58	3 bedroom flat	125,000.00	.010334
59	2 bedroom townhouse	105,000.00	.008681
60	3 bedroom townhouse	123,000.00	.010168
		<u>2,688,000.00</u>	<u>.222220</u>

BETHEA, JORDAN
& GRIFFIN, P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
LTON HEAD ISLAND, S. C.

EXHIBIT "D" TO FIRST AMENDMENT OF MASTER DEED OF
SPRINGWOOD VILLAS HORIZONTAL PROPERTY REGIME

PERCENTAGE OF OWNERSHIP

<u>UNIT</u>	<u>STYLE</u>	<u>STATUTORY VALUE</u>	<u>PERCENTAGE OF OWNERSHIP</u>
61	3 bedroom flat	\$ 125,000.00	.010334
62	3 bedroom townhouse	123,000.00	.010168
63	2 bedroom townhouse	105,000.00	.008681
64	2 bedroom flat	109,000.00	.009010
65	2 bedroom townhouse	105,000.00	.008681
66	2 bedroom townhouse	105,000.00	.008681
67	2 bedroom flat	109,000.00	.009010
68	2 bedroom townhouse	105,000.00	.008681
69	2 bedroom townhouse	105,000.00	.008681
70	3 bedroom flat	125,000.00	.010334
71	2 bedroom townhouse	105,000.00	.008681
72	3 bedroom townhouse	123,000.00	.010168
73	3 bedroom flat	125,000.00	.010334
74	3 bedroom townhouse	123,000.00	.010168
75	2 bedroom townhouse	105,000.00	.008681
76	2 bedroom flat	109,000.00	.009010
77	2 bedroom townhouse	105,000.00	.008681
78	2 bedroom townhouse	105,000.00	.008681
79	2 bedroom flat	109,000.00	.009010
80	2 bedroom townhouse	105,000.00	.008681
81	2 bedroom townhouse	105,000.00	.008681
82	3 bedroom flat	125,000.00	.010334
83	2 bedroom townhouse	105,000.00	.008681
84	3 bedroom townhouse	123,000.00	.010168
		<u>2,688,000.00</u>	<u>.222220</u>

BETHEA, JORDAN
& GRIFFIN, P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
MILTON HEAD ISLAND, S. C.

EXHIBIT "D" TO FIRST AMENDMENT OF MASTER DEED OF
SPRINGWOOD VILLAS HORIZONTAL PROPERTY REGIME

PERCENTAGE OF OWNERSHIP

<u>UNIT</u>	<u>STYLE</u>	<u>STATUTORY VALUE</u>	<u>PERCENTAGE OF OWNERSHIP</u>
85	3 bedroom flat	\$ 125,000.00	.010334
86	3 bedroom townhouse	123,000.00	.010168
87	2 bedroom townhouse	105,000.00	.008681
88	2 bedroom flat	109,000.00	.009010
89	2 bedroom townhouse	105,000.00	.008681
90	2 bedroom townhouse	105,000.00	.008681
91	2 bedroom flat	109,000.00	.009010
92	2 bedroom townhouse	105,000.00	.008681
93	2 bedroom townhouse	105,000.00	.008681
94	3 bedroom flat	125,000.00	.010334
95	2 bedroom townhouse	105,000.00	.008681
96	3 bedroom townhouse	123,000.00	.010168
97	3 bedroom flat	125,000.00	.010334
98	3 bedroom townhouse	123,000.00	.010168
99	2 bedroom townhouse	105,000.00	.008681
100	2 bedroom flat	109,000.00	.009010
101	2 bedroom townhouse	105,000.00	.008681
102	2 bedroom townhouse	105,000.00	.008681
103	2 bedroom flat	109,000.00	.009010
104	2 bedroom townhouse	105,000.00	.008681
105	2 bedroom townhouse	105,000.00	.008681
106	3 bedroom flat	125,000.00	.010334
107	2 bedroom townhouse	105,000.00	.008681
108	3 bedroom townhouse	123,000.00	.010168
		<u>2,688,000.00</u>	<u>.222220</u>

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& GRIFFIN, P. A.
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COUNSELLORS AT LAW
MILTON HEAD ISLAND, S. C.

EXHIBIT "D" TO FIRST AMENDMENT OF MASTER DEED OF
SPRINGWOOD VILLAS HORIZONTAL PROPERTY REGIME

PERCENTAGE OF OWNERSHIP

<u>UNIT</u>	<u>STYLE</u>	<u>STATUTORY VALUE</u>	<u>PERCENTAGE OF OWNERSHIP</u>
109	3 bedroom flat	\$ 125,000.00	.010334
110	3 bedroom townhouse	123,000.00	.010168
111	2 bedroom townhouse	105,000.00	.008681
112	2 bedroom flat	109,000.00	.009010
113	2 bedroom townhouse	105,000.00	.008681
114	2 bedroom townhouse	105,000.00	.008681
115	2 bedroom flat	109,000.00	.009010
116	2 bedroom townhouse	105,000.00	.008681
117	2 bedroom townhouse	105,000.00	.008681
118	3 bedroom flat	125,000.00	.010334
119	2 bedroom townhouse	105,000.00	.008681
120	3 bedroom townhouse	\$ 123,000.00	.010168
TOTALS		12,096,000.00	.99999

FILED IN DEED - M BOOK 416 PAGE 152
FILED AT 100800 ON 03/23/85

BETHEA, JORDAN
& GRIFFIN, P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
BEAUFORT HEAD ISLAND, S. C.

EXHIBIT "E"
TO FIRST AMENDMENT TO MASTER DEED OF
SPRINGWOOD VILLAS HORIZONTAL PROPERTY REGIME

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) JOINDER OF MORTGAGEE

WHEREAS, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE FLORIDA KEYS, is the owner and holder of a construction loan mortgage upon certain real property located on Hilton Head Island, South Carolina, described on Exhibit "A" to the within First Amendment to Master Deed of Springwood Villas Horizontal Property Regime, said property being now known and described as a portion of the Phase II real property; and

WHEREAS, said construction loan documentation is evidenced by a mortgage in the original principal sum of SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) said mortgage dated November 12, 1982, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage Book 274 at Page 1464, and further evidenced by that certain mortgage in favor of Gulfstream Mortgage Company in the original principal sum of ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00), said mortgage dated July 31, 1981, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage Book 251 at Page 663 and assigned to First Federal Savings and Loan Association of the Florida Keys by Assignment recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, on December 17, 1981, in Mortgage Book 254 at Page 540.

NOW, KNOW ALL MEN BY THESE PRESENTS, that FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE FLORIDA KEYS, joins in the foregoing First Amendment to Master Deed of Springwood Villas Horizontal Property Regime and the provisions of the Horizontal Property Act of South Carolina for the sole purpose of consenting to the addition of certain Phase II-A properties to the Springwood Villas Horizontal Property Regime on a portion of the property upon which it has a lien; the mortgagee makes no representations or warranties as to the validity of the documents creating the Regime nor the development and physical construction of the Regime itself; the mortgagee agrees that the lien of said mortgage on that portion of the property hereinbefore set out shall hereafter be upon the following described property on Hilton Head Island, Beaufort County, South Carolina:

All those certain Units of Springwood Villas Horizontal Property Regime, Phase II-A, a condominium regime according to the foregoing First Amendment to Master Deed thereof to which this Joinder is attached, together

BETHEA, JORDAN
& GRIFFIN, P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
HILTON HEAD ISLAND, S. C.

with all of the undivided shares in the common elements appertaining to the following described Unit Numbers: 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 119, 111, 112, 113, 114, 115, 116, 117, 118, 119 and 120, inclusive.

This Joinder of Mortgagee shall in no way affect or diminish the lien of the existing mortgage on the remaining portions of the property described in the aforementioned mortgages described hereinabove.

IN WITNESS WHEREOF, the undersigned has executed this Joinder this 22nd day of March, 1985.

WITNESSES:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE FLORIDA KEYS

Mary Francis Scaramuzzi
(witness)

By: [Signature]

Theodoris F. Gonsalves
(Notary)

STATE OF FLORIDA)
COUNTY OF Monroe)

PROBATE

PERSONALLY appeared before me Mary Francis Scaramuzzi who, on oath, says that s/he saw the within named FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE FLORIDA KEYS by David H. Lewis its Vice President, sign the within Joinder of Mortgagee, and the said Corporation, by said officer, seal said Instrument, and, as its act and deed, deliver the same, and that s/he with Theodoris F. Gonsalves witnessed the execution thereof.

Mary Francis Scaramuzzi
(witness)

SWORN to before me this 22nd day of March, 1985.

Theodoris F. Gonsalves (L.S.)
Notary Public for Florida

My Commission Expires OCT 5 1985
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BONDED INTO GENERAL REG. UNDER 111111

BETHEA, JORDAN
& CRIFFIN, P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
LTON HEAD ISLAND, S. C.

FILED IN DEED - M BOOK 416 PAGE 154
FILED AT 100800 ON 03/28/85

EXHIBIT "F" TO FIRST AMENDMENT TO MASTER DEED
OF
SPRINGWOOD VILLAS HORIZONTAL PROPERTY REGIME

Legal Description for Phases I and IIA,
Springwood Villas Horizontal Property Regime

All those certain parcels of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, having and containing 4.009 acres and 1.77 acres, more or less, and being shown and described as PHASE I AND PHASE IIA, respectively, on a plat entitled "An As-Built Survey of Springwood Villas Phases I and IIA" prepared by Coastal Surveying Company, Inc. and certified to by Jerry L. Richardson, S.C.R.L.S. No. 4784, which plat is dated October 7, 1982, and revised 11/12/82, 3/17/83 and 12/12/84, and is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 32 at Page 229. Said Phase I and IIA combined parcels are more particularly described as follows, to-wit:

The point of commencement is an iron pin located at the intersection of the eastern right-of-way of Cordillo Parkway and the northeastern right-of-way of DeAllyon Avenue and proceeding from said point of commencement South 26 degrees, 06 minutes, 20 seconds East for 737.14 feet to a concrete monument; thence North 63 degrees, 53 minutes, 42 seconds East for 150 feet to a concrete monument; thence South 85 degrees, 58 minutes, 14 seconds East for 29.88 feet to a concrete monument; thence North 63 degrees, 53 minutes, 40 seconds East for 100 feet to a concrete monument; thence proceeding in an easterly direction along a curve having a radius of 146.15 feet and an arc of 82.21 feet to a concrete monument, which marks the Point of Beginning; thence proceeding from said Point of Beginning North 26 degrees, 06 minutes, 20 seconds West for 682.26 feet to a concrete monument; thence North 54 degrees, 20 minutes, 07 seconds East for 407.31 feet to a concrete monument; thence South 26 degrees, 06 minutes, 20 seconds East for 472.64 feet to a concrete monument; thence South 26 degrees, 06 minutes, 20 seconds East for 115 feet to a concrete monument; thence South 63 degrees, 53 minutes, 40 seconds West for 180.00 feet to a concrete monument; thence South 01 degrees, 46 minutes, 42 seconds West for 186.67 feet to a concrete monument; thence South 63 degrees, 53 minutes, 40 seconds West for 130.00 feet to a concrete monument; thence North 83 degrees, 52 minutes, 41 seconds West for 5.14 feet to a concrete monument which marks the Point of Beginning.

For a more detailed description as to courses and distances, metes and bounds of the aforementioned parcels I and IIA, containing 4.009 and 1.77 acres, respectively, reference is had to the above-mentioned plat of record and in case of conflict, if any, between the above bounded description and said plat, said plat shall prevail.

ALSO, a non-exclusive easement and right-of-way for access, egress and ingress to and from the property described above and any improvements now or hereafter contained therein across the "access roadway easement" from DeAllyon Avenue as shown on said plat.

SAVE AND EXCEPT the right of ingress and egress over and across the above-described Phase I and Phase IIA parcels for the use and benefit of Phase IIB and any other future phases of the Springwood Villas Horizontal Property Regime as authorized in the Master Deed establishing the same.

RECORDED THIS 4th DAY
OF April 1985
IN BOOK Q PAGE 272
FEES, \$
Mary Ann Gray
AUDITOR, BEAUFORT COUNTY, S. C.

FILED IN DEED - M BOOK 416 PAGE 156
FILED AT 108889 ON 03/29/85 66276
BOOK NUMBER 416 PAGES 136- 156
FILING FEE 21.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 21.00
HENRY JACKSON
CLERK OF COURT 6FT CNTY. SC

BETHEA, JORDAN
& FIN, P. A.
ATTORNEYS AND
COUNSELLORS AT LAW
TON HEAD ISLAND, S. C.

STATE OF SOUTH CAROLINA)
)
 COUNT OF BEAUFORT)

AMENDMENT TO BY-LAWS OF
 SPRINGWOOD OWNERS'
 ASSOCIATION INC.

WHEREAS, on October 7, 1982, PAW Partnership executed a certain Master Deed establishing the Springwood Villas Horizontal Property Regime, which Master Deed was recorded October 8, 1982, in Deed Book 355 at Page 832 in the RMC Office for Beaufort County, South Carolina; and

WHEREAS, said Master Deed contain as Appendix "A" a document entitled "By-Laws a Springwood Owners' Association, Inc.", a not-for-profit corporation organized for the purpose of administering Springwood Villas Horizontal Property Regime; and

WHEREAS, said By-Laws provide, inter alia, for management by and through the authority of a Board of Directors, whose number, method of election, and duties are described within Section 4 of said By-Laws; and

WHEREAS, Section 9 of said By-Laws provides a method for proposing and adopting amendments to the By-Laws.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Springwood Owners' Association, Inc., pursuant to a duly called meeting for such purpose and at which its members, either in person or by proxy, did approve such action by a majority of seventy-six (76%) percent of those authorized to vote, do hereby amend those certain By-Laws of Springwood Owners' Association, Inc., as follows:

1. Paragraph 4.1 of said By-Laws is amended to state that the Board of Directors shall consist of seven (7) persons, rather than five (5) persons as such paragraph was originally

adopted.

2. Paragraph 4.2.4 of said By-Laws is amended to reflect the amendment to Paragraph 4.1 by requiring staggered elections with not less than three (3) directors being elected in any year and with not less than four (4) Directors elected in the next succeeding year. Directors shall all be elected to terms of two (2) years. Upon the removal, resignation, death, or disability of a Director, a replacement shall be appointed by the Board of Directors to serve until the next annual election, at which time a Director shall be elected to complete the balance, if any, of the unexpired term of such directorship.

IN WITNESS WHEREOF, Springwood Owners' Association, Inc., has caused these amendments to be executed this 26th day of October, 1990.

Signed, Sealed and Delivered in the presence of:

Quaith Clear
Edward E. Ballard

Springwood Owners' Association, Inc.
By: Cecil E. R. / Gentry
Its President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

1627

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named President of Springwood Owners' Association, Inc., sign, seal and deliver the within written instrument, and that (s)he, with the other witness whose signature appears above, witnessed the execution thereof.

Janith Cleari

SWORN TO before me this 26TH
day of October, 1990

Edward E. Bullard
Notary Public for South Carolina
My Commission Expires: 12-5-95

Bullard

FILED AT	BEAUFORT COUNTY S.C.	RECORDED IN BOOK
10:23	OCT 29 1990	563
O'CLOCK		PAGE
A		1625
<u>Sharon A. Lewis</u> REGISTER OF MESNE CONVEYANCES		

STATE OF SOUTH CAROLINA) AMENDMENT TO BYLAWS OF
) SPRINGWOOD OWNERS ASSOCIATION, INC.
 COUNTY OF BEAUFORT)

WHEREAS, on or about October 7, 1982, PAW Partnership executed that certain Master Deed for Springwood Villas Horizontal Property Regime which was duly recorded on October 8, 1982 in the RMC Office for Beaufort County, South Carolina in Book 355 at Page 832 (hereinafter referred to as the "Master Deed"); and

WHEREAS, pursuant to the provisions of the Master Deed, the Springwood Villas Horizontal Property Regime (hereinafter referred to as the "Regime") was created; and

WHEREAS, as more particularly described in the Master Deed, the Springwood Villas Owners' Association, Inc., a South Carolina non-profit corporation (hereinafter referred to as the "Association") was created in order to administer and operate the common elements and limited common elements as well as the other portions of the Regime; and

WHEREAS, attached as Appendix "A" to the Master Deed are those certain By-Laws of the Springwood Owners' Association, Inc. (hereinafter referred to as the "By-Laws"); and

WHEREAS, Article VII of the Master Deed provides that each Apartment contained within the Regime along with its allocated percentage interest in the common elements and limited common elements shall be subject to the provisions of the Master Deed and the By-Laws; and

WHEREAS, Section 10.1.2 of the Master Deed further provides that each Owner by acceptance of a deed to his Apartment ratifies and covenants to observe

on behalf of himself, his heirs, successors and assigns, the Master Deed, By-Laws, decisions and resolutions of the Association and its Board of Directors and other representatives, as the same may be lawfully amended from time to time; and

WHEREAS, Section 1.2 of the By-Laws as originally adopted by the Association and incorporated as Appendix "A" of the Master Deed provides that all present and future owners, tenants, future tenants or their employees, or any other person that might use the Regime or any of the facilities thereof in any manner are subject to the regulations set forth in the By-Laws and the Master Deed and any amendments thereto; and

WHEREAS, on or about November 11, 1995, the Association held its annual meeting in accordance with the provisions of Section 3 of the By-Laws; and

WHEREAS, prior to the above-referenced annual meeting of the Association, notice of such annual meeting was supplied to all of the Owners within the Regime in accordance with the provisions of Section 3.3 of the By-Laws, and such notice contained the drafts of two proposed amendments to the By-Laws for consideration and action by the members at the above-referenced annual meeting; and

WHEREAS, at the above-referenced annual meeting of the Association, the two amendments to the By-Laws as more particularly set forth in this document were approved by those Owners either in person or by proxy who own and hold 58.225% of the total value of the Apartments, common elements and limited common elements contained within the Regime; and

WHEREAS, as set forth in Section 9.3 of the By-Laws, amendments to the By-

Laws must be approved by an affirmative vote of the members owning not less than fifty-one (51%) percent of the total value of the property in the Regime, and as described above, the vote of the members of the Association at the above-referenced annual meeting exceeds the fifty-one (51%) requirement as set forth in Section 9.3 of the By-Laws; and

WHEREAS, in accordance with the provisions of Section 9.3 of the By-Laws, the amendments to the By-Laws contained herein have been transcribed, certified by the President and Secretary of the Association and this document is being filed in the RMC Office for Beaufort County, South Carolina, to establish the amendments to the By-Laws as contained and set forth herein.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS, that the Association, at its annual meeting held at the time and in the manner described in the foregoing recitals, approved the following amendments to the By-Laws, and the By-Laws are amended as follows:

1. A new Paragraph 14 is hereby added to the By-Laws and shall be included therein as set forth hereinbelow:

14. Restrictions on Use of Common Elements and Limited Common Elements. No Owner, tenant, guest, occupant or other individual residing or visiting within the Regime shall in any way feed or interact with any alligators which may be located or living within any portion of the Regime. No more than one vehicle per bedroom contained within each Apartment may be parked, kept or stored within the parking facilities or any other portion of the common elements of the Regime. The term "vehicles" as used herein shall include automobiles, trucks, motorcycles, mopeds or any other type of wheeled vehicular transportation of any type. The restriction of no more than oen (1) vehicle per bedroom

contained in each Apartment may be parked or kept within the common elements of the Regime shall not apply to individuals visiting Owners or tenants within the Regime, but such visitors may not park or keep their vehicles within the Regime for more than 14 consecutive days. Any violations of the provisions of this Section 15 of the By-Laws shall be subject to the enforcement provisions generally set forth in Paragraph 16 of the By-Laws.

2. A new Paragraph 15 is hereby added to the By-Laws and shall be included therein as set forth hereinbelow:

15. Enforcement and Penalties. Subject to the provisions set forth hereinbelow, upon a violation of these By-Laws, the Master Deed or any rules and regulations duly adopted hereunder or under the Master Deed, including, without limitation any breach of the provisions of Paragraph 14 of these By-Laws, the Board and its management agent shall have the power (i) to impose reasonable monetary fines which shall constitute an actual charge and a continuing lien upon the Apartment, the Owners, tenants and guests of which are guilty of such violations, (ii) to suspend an Owner's right to vote in the Association, or (iii) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-owners of such Owner and their respective families, guests and tenants) to utilize any of the recreational facilities or other portions of the common elements provided that the Owner and the tenant shall not be denied a reasonable means of access to their respective Apartment, and the Board and its management agent shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests or tenants or by his co-owners or the family, guests or tenants of his co-owners. Any suspension of rights shall be for the duration of the infraction and for any additional period thereunder, not to exceed thirty (30) days. The fines levied and assessed as provided for in this Section 16 shall be a lien upon the applicable Apartment in the same manner as that provided for assessments as set forth in Paragraph 9.4 of the By-Laws and in Section 11 of these By-Laws. The effect of the non-payment of such fines and the remedies of the

Association to enforce collection thereof shall be the same as those provided for the nonpayment of assessments as set forth in Section 9 of these By-Laws and in Section 9.4 of the Master Deed.

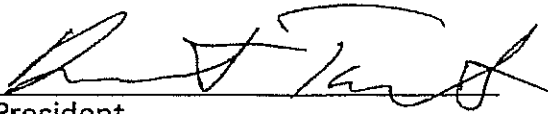
Except with respect to the failure to pay assessments or charges, the Board or its management agent, shall not impose a fine, suspend voting rights or infringe upon or suspend any other rights of an Owner or other occupant of an Apartment for violations of these By-Laws and the Master Deed or any rules and regulations of the Association, unless and until the following procedures are followed: (i) A written or verbal demand to cease and desist from an alleged violation shall be served upon an Owner, tenant or guest of an apartment responsible for such violation specifying the alleged violation, the action required to abate the violation and a time period not less than five days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of the By-Laws, the Master Deed or of any of the rules and regulations of the Association may result in the imposition of sanctions and fines. If the violation continues past the period allowed in the above-referenced demand for abatement without penalty, or if the same violation subsequently occurs, the Board or its management agent shall issue a written demand to immediately cease and desist from the alleged violation which shall be delivered upon the Owner of the Apartment whose Owner, tenant or guest has caused the violation of these By-Laws, the Master Deed or any of the rules and regulations of the Association. Such written notice shall be sent by certified mail, return receipt requested, and such notice shall reiterate the alleged violation, the action required to abate the violation in a time period of not less than two (2) days after receipt of such written demand during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of these By-Laws, the Master Deed or the Rules and Regulations of the Association may result in the imposition of sanctions. If the violation continues past the period allowed in the above-referenced written demand for

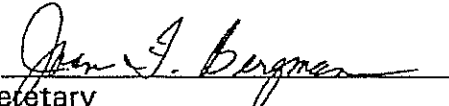
abatement without penalty, the Board, or its management agent may issue a fine not to exceed \$100.00 per incident. Each such "incident" of a violation shall be each day that the By-Laws, Master Deed or rules and regulations of the Association have been violated since the date of the initial verbal or written warning issued to the Owner, occupant or tenant of the applicable Apartment. In addition to the foregoing fines, the Board may suspend the Owner's right to vote in the Association or suspend the Owner's right to utilize the recreational facilities and other facilities contained within the common elements of the Regime, provided that the Owner and his tenants and guests must be allowed and permitted to have a reasonable means of access to their Apartment.

IN WITNESS WHEREOF, the President and Secretary of the Association through the execution of this document hereby certify that the within amendments to the By-Laws were duly adopted by the members of the Association at the above-referenced annual meeting of the Association and are hereby incorporated into and made a part of the By-Laws this 14th day of November, 1995.


Regina S. Young

ASSOCIATION:
SPRINGWOOD VILLAS OWNERS'
ASSOCIATION, INC., a South Carolina
non-profit corporation

By: 
Its: President

Attest: 
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, Regina S. Young, Notary Public for the state of South Carolina, do hereby certify that the individual(s) executing the within document personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this 14th day of November, 1995.

Regina S. Young
Notary Public for South Carolina
My commission expires: 3-23-99

Foley
FILED 2003
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DATE FEB 14 AM 11:04
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to RW
Ballard
4/8/05

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
THIRD AMENDMENT TO THE
BYLAWS OF SPRINGWOOD
OWNERS' ASSOCIATION, INC.

THIS Third Amendment to the bylaws of Springwood Owners' Association, Inc. (Springwood Villas Horizontal Property Regime) is made this 7th day of April, 2005.

WITNESSETH

WHEREAS, PAW Partnership made and published a master deed on October 7, 1982 to Springwood Villas Horizontal Property Regime which was recorded on October 8, 1982 in Book 355 at Page 832 of the Official Records of Beaufort County; and

WHEREAS, the master deed was amended to include additional property by document dated March 15, 1985 and recorded March 28, 1985 in Book 416 at Page 136; and

WHEREAS, the master deed contains as Appendix "A", the bylaws of Springwood Owners' Association, Inc.; and

WHEREAS, the bylaws were firstly amended by document dated October 26, 1990 and recorded October 29, 1990 in Book 563 at Page 1625; and

WHEREAS, the bylaws were secondly amended by document dated November 14, 1995 and recorded February 14, 1996 in Book 836 at Page 596; and

WHEREAS, pursuant to Paragraph 9 of the bylaws at the annual meeting on November 13, 2004, for which timely and lawful notice was given, the owners approved additional amendments to the bylaws.

NOW, THEREFORE, the bylaws, as amended, of Springwood Owners' Association, Inc., are further amended as follows:

1. A new Paragraph 11.13 is added as follows:

11.13 Each owner shall be liable for the expense of repairing or replacing any portion of the common elements, his own Apartment or any other (above, below or beside) Apartment rendered necessary by the owner's act, neglect or carelessness, or by the act, neglect or carelessness of any family member, guest, agent, employee or lessee. The duty of the owner defined herein is a contractual allocation of responsibility and liability and does not depend upon a specific finding that the owner has been negligent. The intent of the provision is that where damage results from an event occurring in the owner's Apartment or from a condition of the owner's Apartment the Apartment owner will be liable for all resultant damages not only to his own Apartment but also to the common elements and any other apartments. Each owner is encouraged to provide liability insurance to indemnify such owner for property damages both inside and outside the owner's Apartment; provided, however, that the absence of owner liability insurance shall not relieve the owner from responsibility to pay all of the repair or replacement costs for his own Apartment, the common elements and any other Apartment when the damage is attributed to the owner. Should an owner fail to authorize the Regime to make or cause to be made needed repairs and replacements, the Regime, after ten (10) days notice, may make such repairs or replacements as are needed and shall assess the costs thereof to include a surcharge of ten (10%) percent of the sum expended against the dues account of the owner and if not timely paid enforce collection of all sums due together with reasonable attorney's fees as provided in these bylaws. The owner shall pay all of the costs of repairs and replacements, and should any insurance proceeds be paid in connection with any insurance policy issued to the Regime which has a deductible, the owner shall pay the deductible sum to the Regime within ten (10) days of demand therefor, and upon the failure of an owner to timely pay as demanded the deductible shall be an assessment against the owner. Upon the failure of the owner to pay as demanded the Regime may proceed to collect as set forth herein. The Regime shall not be obligated hereby to make any repairs or replacements where damage occurs because of a condition of the common elements for which the regime is responsible. Nothing in this paragraph is intended to excuse the Regime from liability.

2. A new Paragraph 14.0 is added as follows:

Residential Use and Occupancy Limits. All apartments shall be used for residential purposes only. No owner shall permit occupancy by more persons than are shown below. Should the occupancy be allowed to exceed the stated limits the regime will issue a notice of right to cure. If the number of occupants is not reduced within ten (10) days or if reduced and then exceeded at any time thereafter the regime will enforce this bylaw provision through injunction and shall be entitled to recover its attorney's fees in such sum as actually expended. The occupancy limits are as follows:

For Two Bedroom Apartments:

- A. Lone Term (30 days or more) - Three adults or two adults and not more than two children (below the age of 16).
- B. Short Term - Four adults and two children or a total of six occupants.
- C. Resident Owner - not to exceed four family members.

For Three Bedroom Apartments:

- A. Long Term - Four adults or four adults and two children or two adults and four children.
- B. Short Term - Four adults and not more than four children or six adults.
- C. Resident Owner - not in excess of six family members.

- 3. Paragraph 4.2.4 of the bylaws, as amended, is deleted in its entirety and a new

Paragraph 4.2.4 substituted therefore as follows:

- 4.2.4 At the first annual meeting of the Members held after this bylaw amendment is adopted, recorded and served on owners of record, the terms of the office of three (3) directors shall be established at three (3) years; the terms of office of two (2) directors established at two (2) years; and the terms of office of the remaining two (2) directors established at one (1) year. Thereafter, as many Directors of the Association shall be elected at the annual meeting as there are regular terms of office of Directors expiring at such time; and the term of the Directors so elected at the annual meeting of the Members each year shall be for three (3) years expiring at the third annual meeting following their election; and thereafter until their successors are duly elected and qualified or until removed in the manner elsewhere provided herein or as may be provided by law for the removal of directors of South Carolina nonprofit corporations.

Except as herein expressly amended the bylaws, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Secretary hereby adopts this amendment the date first written above.

Springwood Owners' Association, Inc.

[Signature]
Witness
[Signature]
Notary

By: [Signature]
Its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **PROBATE**

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposed and said that s/he saw the within Secretary sign, seal and deliver the foregoing Amendment and that s/he, together with the other witness whose name appears as witness, witnessed the execution thereof.

[Signature]
Witness
[Signature]

Sworn to and subscribed before me this 7th day of April, 2005.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires April 5, 2009