



1. Section 2 of the master deed is deleted entirely and the following is substituted in place thereof;

2. DESCRIPTION OF PROPERTY AND BUILDING: The land is described in Exhibit A of this Master Deed. Grantor has constructed upon the land described in Exhibit A buildings enclosing fifteen (15) condominium units (hereinafter referred to as "Apartments"). The Site locations of the building are shown on the as-built survey of the condominium property referred to in Exhibit B of this Master Deed. The apartments are of the general design as graphically depicted in the certified architect's floor plans referred to in Exhibit D of this Master Deed and are described narratively in Exhibit E of this Master Deed. Each apartment is composed of the interior cubic space enclosed within the following boundaries:

- 2.1 The upper boundaries of the Apartment shall extend to the inner unfinished surface of the ceiling of each Apartment. The lower boundaries of the Apartment shall extend to the unfinished inner surface of the structural slab of each Apartment.
- 2.2 The perimetrical boundaries of the Apartments shall extend to the unfinished, inner surface of the sheetrock for all exterior walls and load bearing interior walls of each Apartment. All interior, non-load bearing walls shall be included within the Apartment.
- 2.3 The boundaries of the Apartments shall extend also to the service areas which are the integral and exclusive parts of each of the particular Apartments to include the equipment located therein for the exclusive use by such apartment.
- 2.4 Each Apartment shall also encompass and include and each Apartment Owner shall be responsible for maintenance and repair of the following: (i) the doorways, windows, vents, and other structural elements in the walls, floors, and ceiling, of the Apartment which are regarded as enclosures of space; (ii) the interior of the doors opening into the Apartment and into any mechanical area or courtyard integral to the Apartment, including the frames, casing, hinges, handles, and other fixtures which are part of the doors; (iii) the window glasses, screens, frames, wells, and casings which are part of the windows opening from the Apartment; (iv) the plumbing and fixtures which exclusively serve the Apartment; (v) the appliances, air conditioning, carpeting, floor, wall and ceiling coverings, fixtures and furnishings which are part of the Apartment; (vi) the service area that is integral and exclusive to the Apartment, and the pipes, wires, conduits, ducts and other plumbing, mechanical and electrical appurtenances which are integral and exclusive to the Apartment, including lamps attached to the exterior of the Apartment.

2. Section 4 of the master deed is deleted entirely and the following is substituted in place thereof;

4. DESCRIPTION OF LIMITED COMMON ELEMENTS: The limited common elements appurtenant to each apartment are as follows:

- (a) The surface areas and railings of all decks accessible by normal means solely from the apartment;
- (b) The interior of all doors and all windows, screens, ventilation fans and vents located in the perimeter walls, floors or ceilings thereof;
- (c) All air-handling units, condensers, ducts and components and all water, power, telephone, television and cable television, electricity, plumbing, gas and sewage lines located in the apartment, provided, however, that the portion of said lines located in a common compartment for, or installation of such lines shall be general common elements as described above.
- (d) The service areas adjacent to each Apartment and the fences screening the service area are limited common elements.

3. Section 7 of the master deed is deleted entirely and the following is substituted in place thereof;

7. APARTMENTS: OWNERSHIP AND USE. Each Apartment, together with its undivided interest in Common Elements, shall constitute a separate parcel of real property; and each Apartment Owner shall be entitled to exclusive ownership and possession of his/her Apartment, subject to: (i) the provisions of this Master Deed and the easements, restrictions, covenants, and encumbrances set forth herein; (ii) the By-Laws of the Council, as they may be amended from time to time, together with the regulations and resolutions that may be adopted by the Association or its Board pursuant to the By-Laws; and (iii) the Horizontal Property Act of the State of South Carolina. Each Apartment may be sufficiently described for purposes of deeds, mortgages, leases, and other conveyances by referring to its designated unit number and by reciting that it is part of Ocean Gate Horizontal Property Regime as established by this Master Deed. The conveyance of an individual Apartment shall be deemed to convey the undivided interest in Common Elements appurtenant to a Apartment and shall be inseparable from the Apartment, and no such undivided interest may be conveyed or encumbered except as an appurtenance to the Apartment. Every Apartment Owner shall be responsible at his own expense for maintaining, repairing, and decorating all walls, ceilings, floors, and other elements of his Apartment as defined in this Master Deed. However, no Apartment Owner shall make structural modifications or alterations to his Apartment, nor shall any Apartment Owner alter any door, window, vent, deck, balcony, or courtyard without obtaining prior written approval of the Board as further described in Section 15 of this Master Deed. No Apartment Owner shall undertake to modify any portion of the General Common Elements.

4. Section 15 of the master deed is deleted entirely and the following is substituted in place thereof;

15. STRUCTURAL ALTERATIONS: Upon two-thirds vote of the Co-Owners, after submission to the Board of detailed plans and specifications and a fixed price contract for the proposed work at a duly called meeting of the Council, the Board may be authorized to make, or have structural alterations made, in the general common elements and/or limited common elements; provided, however, that any structural alteration of all or part of the limited common elements shall be uniform. No Co-Owner shall may any structural alteration of his apartment for which a Town of Hilton Head Island building permit is required without first having the plans and specifications therefor approved by the Board and depositing with the Board an amount of money sufficient, in the sole discretion of the Board, to defray all costs of monitoring the construction and assuring compliance with the plans, specifications and building codes. No owner shall permit such alteration to be performed by any unlicensed contractor or subcontractor.

The decks appurtenant to each apartment are classified as Limited Common Elements. No co-owner shall undertake to alter, change or modify any deck except as herein expressly provided. The directors will provide a design for enclosing decks which will be esthetically compatible with existing structures and which will be in compliance with existing building codes. The directors will also provide a list of one or more approved contractors reserving the right to alter the design from time to time and to select different approved contractors. Each owner, to include heirs and assigns, shall have the right to elect to enclose the deck appurtenant to the owner's apartment by request made to the directors together with such deposit as is determined by the directors to be sufficient to assure compliance with the provisions of this paragraph. That each owner electing to enclose the deck appurtenant to such owner's apartment agrees to faithfully follow the approved plans and specifications and will, prior to commencing work, execute and deliver to the regime an easement agreement accepting full responsibility for maintenance and repair of the improvements to be made and preserving the right of subsequent purchasers of such apartment to retain the improvements and remain responsible for the upkeep, maintenance and repair thereof.

5. ARTICLE IV, Section 5 of the bylaws is amended by adding a new subsection as follows:

P. The directors shall develop and promulgate to members architectural guidelines to be followed by owners wishing to make internal alterations to the owners' apartment or by enclosing the deck appurtenant to the owner's apartment. Such guidelines will provide objective standards for all such changes and as to decks shall provide an approved design to include plans and specifications.

