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Prepared by and after recording return to:

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STATE OF SOUTH CAROLINA	)	**AMENDMENT TO THE BRIARWOOD OWNERS' COUNCIL OF HILTON HEAD, INC MASTER DEED**
	)	
	)	
COUNTY OF BEAUFORT	)	

THIS AMENDMENT TO THE MASTER DEED creating **SEA PINES BRIARWOOD VILLAS HORIZONTAL PROPERTY REGIME XXIV** ("Amendment") is made effective as of the 7th day of January, 2012 by BRIARWOOD OWNERS' COUNCIL OF HILTON HEAD, INC., a South Carolina corporation.

W I T N E S S E T H:

WHEREAS, on November 14, 1973, Sea Pines Plantation Company established the Sea Pines Briarwood Villas Horizontal Property Regime XXIV ("Regime") by Master Deed recorded in the Beaufort County Register of Deeds Office in Deed Book 216 at Page 271 ("Master Deed"); and

WHEREAS, Article XII of the Master Deed provides that the Master deed may be amended upon the approval of Villa Owners holding two-thirds (2/3) or more of total interest in Common Elements; and

WHEREAS, on January 7, 2012, the Association held its annual meeting ("Annual Meeting"), one of the purposes of which was to amend the Master Deed to company with the current provisions of South Carolina law; and

WHEREAS, the Members approved this Amendment at the Annual Meeting by a vote of 29 in favor and 0 against with said 29 members in favor comprising more than two-thirds (2/3) total interest in the Common Elements; and

WHEREAS, the undersigned president of the Association does hereby execute this Amendment and does hereby adopt the following amendment to the Master Deed consistent with the terms of Article XII of the Master Deed.

NOW, THEREFORE, the Master Deed of BRIARWOOD OWNERS' COUNCIL OF HILTON HEAD, INC. is hereby amended as follows:

1. Article XI of the Master Deed is hereby amended and restated as follows:

Article XI. RECONSTRUCTION AND REPAIR.

Section 1. RECONSTRUCTION. In the event of casualty loss or damage to the Condominium Property, the Board shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Condominium Property in accordance with the provisions of this Article. Reconstruction or repair shall be mandatory unless otherwise provided in the Horizontal

Property Act. In the situation in which reconstruction or repair is not to be undertaken, the insurance indemnity received by the Board shall be distributed pro rata to the Villa Owners and their mortgagees jointly in proportion to their respective interests in Common Elements. The remaining portion of the Condominium Property shall be subject to an action for partition at the suit of any Villa Owner or lienor as if owned in common. In the event of suit for partition, the net proceeds of sale, together with the net proceeds of insurance policies, shall be considered one fund and distributed pro-rata among all Co-Owners and their mortgagees jointly in proportion to their respective interests in Common Elements. In the situation in which reconstruction or repair is undertaken, the Condominium Property shall be reconstructed or repaired in the following manner:

1.1 Any reconstruction or repair must follow substantially the original plans and specifications of the Property (to be provided by Declarant to the Board, or management agent, and a portion of which are referenced on Exhibit "B" to the Master Deed) unless the Co-Owners holding eighty percent (80%) or more of the total interest in Common Elements or their mortgagees, if any, vote to adopt different plans and specifications. Unless authorized to the contrary as provided herein, the Board shall make best effort to reconstruct within the existing footprint, however, Board may deviate in non-material manner on the basis of advice of licensed contractor or architect.

1.2 The Board shall promptly obtain estimates of the cost required to restore the damaged property to its condition before the casualty occurred. Such costs may include such professional fees and premiums for bids as the Board deems necessary.

1.3 If the insurance proceeds paid to the Board are insufficient to cover the cost of reconstruction, the Association may use funds out of its reserve or replacement accounts, and, if still not sufficient, then the Association shall levy and collect an assessment against all Owners in an amount which shall provide the funds required to pay for the repair, replacement or reconstruction.

1.4 The insurance proceeds received by the Board and the mortgagees, and any special assessments collected to cover a deficiency in insurance shall constitute a construction fund from which the Board and the mortgagees, shall disburse payment of the costs of reconstruction and repair. The first disbursements from the construction fund shall be insurance proceeds; and if there is a balance in the fund after payment of all costs of reconstruction and repair, it shall be distributed to the Co-Owners who paid Special or Specific Assessments in proportion to their payments. Any balance remaining after such distribution shall be retained by the Association.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed the day and year above first written.

WITNESSES:

BRIARWOOD OWNERS' COUNCIL OF HILTON HEAD, INC.

By: _____
Mitchell A. Jablow, MD, President

Sharon E. Potts

Bret T Pl

ATTESTED TO:

By: _____
Teresa Bedo, Secretary

STATE OF ~~SOUTH CAROLINA~~ Georgia)
COUNTY OF ~~BEAUFORT~~ Cobb)

ACKNOWLEDGEMENT

I, Brandi Norris, a Notary Public for said County and State, do hereby certify that Mitchell A. Jablow, MD, as President of BRIARWOOD OWNERS' COUNCIL OF HILTON HEAD, INC., personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and notarial seal, this the 30 day of August, 2012.

Notary Public For ~~South Carolina~~ Georgia
My commission expires: 3/20/15

BRANDI NORRIS NOTARY PUBLIC GEORGIA COBB COUNTY EXPIRES March 20, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, Bret Pruehs, a Notary Public for said County and State, do hereby certify that Teresa Bedo, as Secretary of BRIARWOOD OWNERS' COUNCIL OF HILTON HEAD, INC. personally appeared before me this day and acknowledged the due execution of the foregoing Amendment.

WITNESS my hand and notarial seal, this the 29 day of August, 2012.

Bret T Pl
Notary Public For South Carolina
My commission expires: _____

Bret Pruehs
My Commission Expires
March 16, 2016

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