



NOW, THEREFORE, the Association, by and through its undersigned authorized representatives, does hereby declare that the Declaration is hereby amended as follows:

1. Article I, Section (f) mistakenly contains the word "of" between the words 'lot' and 'Dwelling Unit'. Therefore, the word "of" shall be deleted and replaced by the word "or".

2. The Declaration of record does not include the attachment with a description of the Existing Property described in Article II, Section 1. Therefore, Exhibit A is hereby attached to the Declaration as part of this amendment:

The Existing Property is more particularly described in Exhibit A hereto attached and by reference incorporated herein.

3. The word 'exclusively' should be omitted from the first paragraph of Article V, Section 2. Additionally, the second paragraph of Article V, Section 2 is hereby deleted and shall henceforth read as follows:

The Special Assessments shall also be used for the purposes set forth in Section 4 of Article V.

4. The last sentence of Article V, Section (3) mistakenly contains the word "of" between the words 'year' and 'years'. Therefore, the word "of" shall be deleted and replaced by the word "or" in this section.

5. Section 4 of Article V of the Declaration is hereby deleted and the following is substituted and shall henceforth read as follows:

Section 4. Special Assessments for Improvements and Additions.

In addition to the annual assessments authorized under Section 3

hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties or capital improvement upon the exterior of the Dwelling Units, including the necessary fixtures and personal property related to the Common Properties or addition to the Common Properties and Dwelling Units, provided that any such assessment shall have the assent of three-fourths (3/4) of the vote at a duly called meeting of Members, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

As part of the Association's right to levy special assessments, the Association shall also have the right, but not the obligation, upon resolution of the Board of Directors, to perform certain exterior maintenance on all of the Dwelling Units. Such maintenance shall include painting projects on the exterior of all of the Dwelling Units and community-wide roof replacement. If the community-wide roof replacement can be satisfactorily performed by replacing the shingles, felt and flashing as determined to be appropriate by the Board of Directors, then the replacement shall be limited to shingles, felt and flashing and the costs shall be allocated equally among the Owners; however, if the Board of Directors on behalf of the Association determines that repair and replacement of roof supports is necessary before the roof can be replaced, the Association may perform such maintenance and assess the costs to the affected Owner(s). Specifically included in replacement of roof supports under

this section are the following: repair of individual roofs; repair and replacement of roof supports (including, but not limited to roof joists and trusses, cross beams, roof decking and underlaying); maintenance, repair and replacement of skylights; and repair and replacement of wood on the exterior of the buildings and units. Any such costs associated with replacement of roof supports shall be considered an assessment and a lien against the affected Dwelling Unit or Dwelling Units and may be collected as provided in Section 9 of Article V hereof.

Except as specifically provided herein, if the Association performs exterior maintenance on the Dwelling Units as authorized under this section, any expense incurred by the Association shall be considered a common expense to be allocated equitably among the Owners according to the benefit received, as may be determined in the discretion of the Board of Directors. If such maintenance is not included in the annual budget, the Board shall have the authority to levy a special assessment as provided herein against the Owners to fund such maintenance. The Association shall also have the authority to borrow funds to pay for such maintenance.

IN WITNESS WHEREOF, the undersigned directors/officers of Ocean Course Villas Owners' Association, Inc., hereby certify that the above amendments to the Declaration were duly adopted by the required vote of the Association and its membership.

WITNESSES:

Mr. J. Lee

Susan A. Carlson

OCEAN COURSE VILLAS OWNERS' ASSOCIATION, INC.

By: [Signature]  
Its: President

Attest: [Signature]  
(Director/Officer of the Association)

Its: Secretary  
(Title)

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT         )

ACKNOWLEDGMENT

I the undersigned Notary Public, do hereby certify that the President and Director/Officer named above personally appeared before me this day and acknowledged before me the due execution of the foregoing instrument on behalf of the corporation named above.

SWORN TO AND SUBSCRIBED  
before me this 11 day of February, 2010.

[Signature] (L.S.)

Notary Public for South Carolina

My commission expires: \_\_\_\_\_

My Commission Expires  
October 29, 2014

EXHIBIT A

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being within Sea Pines Plantation, located on Hilton Head Island, Beaufort County, South Carolina, as shown and described on a plat entitled "Ocean Course Villas Townhouse Sites, North Sea Pines Drive" dated February 9, 1978 and prepared by Coastal Surveying Company, Inc., and recorded in the Office of the Beaufort County Register of Deeds, in Plat Book 26 at Page 167. For a more detailed description as to metes, bounds, distances, etc., reference to the said recorded plat is craved.