

1. **DEFINITIONS.** Any capitalized term used in this Amendment and not defined herein shall have the definition set forth in the Master Deed.

2. **ARTICLE II, Paragraph D of the By-Laws is hereby amended to read as follows:**

“D. **Election and Term.** The Board of Directors shall consist of at least three (3) but no more than five (5) people who shall be elected at the annual meeting of the Council. Initially, two (2) Directors shall be elected for a two (2) year term and three (3) Directors shall be elected for a one (1) year term. At each subsequent annual meeting, Directors shall be elected for a two (2) year term to succeed the Directors whose terms expire at the meeting. A Director may be elected to succeed himself. Vacancies in the Board shall be filled by a majority of the remaining Directors and any such appointed Director shall hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members, or at any special meeting duly called for that purpose. All elected Directors shall assume office immediately upon their election. If a quorum is not present at an annual meeting of the membership, the Board shall approve Directors to serve until a meeting with a quorum is held, at which time Directors will be elected.”

3. **ARTICLE IX, Paragraph C of the By-Laws is hereby amended to read as follows:**

“C. **Premiums and Deductibles.** Premiums upon insurance policies purchased by the Council and that portion of any covered loss not compensated for because of the loss deductible clause of the policy shall be paid by the Council as a Common Expense, and shall be paid by the Co-Owners in proportion to their respective interests in the Common Elements; provided, however, if a Co-Owner suffers damages to property that is part of a Villa which can be claimed against the Council’s policy, and the source of the damage is not due to any failure of a Limited Common or general Common elements or to direct fault on the part of the Council, the Co-Owner(s) of the damaged or effected Villa shall be responsible for paying any deductible under the loss deductible clause of said policy based on the proportion of damage to each unit and said deductible shall not be a Common Expense.”

4. **CONSTRUCTION.** Except as set forth in this First Amendment, the Master Deed shall remain in full force and effect, and any ambiguity between this document and the Master Deed must be resolved in favor this First Amendment.

[Signatures on following page]

EXHIBIT "A"

**CERTIFICATION OF THE VOTE OF THE COUNCIL OF CO-OWNERS OF
MARINER'S WATCH VILLAS HORIZONTAL PROPERTY REGIME, TO AMEND
THE BY-LAWS OF MARINER'S WATCH VILLAS
HORIZONTAL PROPERTY REGIME.**

Personally appeared before me Virginia Crane, the Secretary for the Association known as the Council of Co-Owners of Mariner's Watch Villas Horizontal Property Regime, who, being duly sworn, alleges and states as follows:

1. I am the duly elected Secretary of the Mariner's Watch Villas Council of Co-Owners, Inc., a South Carolina non-profit corporation.
2. I am over twenty one (21) years of age and make this Affidavit on my own personal knowledge.
3. On November 2, 2013 there occurred a meeting of the Council of Co-Owners of Mariner's Watch Villas Horizontal Property Regime.
4. At that meeting, and/or prior to the meeting by written consent of the members, the Co-Owners of at least two-thirds (2/3) of the total value of the Property voted to amend the By-Laws of the Master Deed to contain the following:
 - (a) to amend the election process of Directors by electing two (2) Directors for a two (2) year term and three (3) Directors for a one (1) year term, and at each subsequent annual meeting, Directors shall be elected for a two (2) year term to succeed the Directors whose terms expire at the meeting and a Director may be elected to succeed himself; and
 - (b) to amend for clarification the language relating to individual Co-Owner claims in that if a Co-Owner suffers damages to property that is part of a Villa which can be claimed against the Council's policy, and the source of the damage is not due to any failure of a Limited Common or general Common elements or direct fault on the part of the Council, the Co-Owner(s) of the damaged or effected Villa shall be responsible for paying any deductible under the loss deductible clause of said policy based on the proportion of damage to each unit and said deductible shall not be a Common Expense.
5. I am authorized to certify the vote of the membership pursuant to the Master Deed and By-Laws of the Council of Co-Owners of Mariner's Watch Villas Horizontal Property Regime, and I certify the vote to have been as stated herein, and

FURTHER THE AFFIANT SAYETH NOT.

Virginia M. Crane

Secretary of the Council of Co-Owners of
Mariner's Watch Villas Horizontal
Property Regime

SWORN TO BEFORE ME THIS

14th Day of November, 2013

S. Zuchowski

Notary Public for Charleston County, South Carolina

My Commission Expires: Sept 11, 2017

