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STATE OF SOUTH CAROLINA) AMENDMENT TO MASTER DEED OF
) BRITTANY PLACE HORIZONTAL
COUNTY OF BEAUFORT) PROPERTY REGIME

THIS AMENDMENT TO MASTER DEED OF BRITTANY PLACE HORIZONTAL PROPERTY REGIME (hereinafter "Amendment") is made effective this 5 day of May, 2017, by Brittany Place Horizontal Property Regime, a South Carolina Non-Profit Corporation.

W I T N E S S E T H:

WHEREAS, the Brittany Place Horizontal Property Regime (hereinafter "Regime") was established pursuant to that certain Master Deed of Brittany Place Horizontal Property Regime, dated April 3, 2000 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on April 6, 2000 in Deed Book 1278 at Page 351, as amended (hereinafter "Master Deed"); and

WHEREAS, attached as Exhibit "D" to the Master Deed are the By-Laws of Brittany Place Owners Association, Inc. ("By-Laws"); and

WHEREAS, Brittany Place Horizontal Property Regime, a South Carolina Non-Profit Corporation (hereinafter "Association") was established as the owners' association for the Regime, as provided in the Master Deed, By-Laws, and South Carolina Horizontal Property Act; and

WHEREAS, Article 12 of the Master Deed provides for procedures by which the Master Deed may be amended by the Association; and

WHEREAS, a duly held meeting and vote of the Association took place, at which the Amendment referenced herein was approved by Villa Owners holding Eighty-Nine and 28/100 Percent (89.28%) of the total interest in the Common Elements of the Regime as defined in the Master Deed and By-Laws; and

WHEREAS, the Amendment is an amendment to establish policies and procedures concerning leasing of Villas in the Regime.

NOW, THEREFORE, the Association, by and through its undersigned authorized officer, does hereby declare that effective on this day, the Master Deed is amended as follows:

There shall be created a new Section 5.4 of Article V of the Master Deed, which shall state as follows:

5.4 Leasing. The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Master Deed and By-Laws, in order to enforce the provisions of this Article 5.4. "Leasing", for the purposes of this Master Deed, is defined as regular, exclusive occupancy of a Villa by any Person other than the Villa Owner. For purposes hereof, occupancy by a roommate of a Villa Owner who occupies the Villa as such Villa Owner's primary residence shall not constitute Leasing hereunder. Leasing of all Villas shall be governed by the following provisions:

(i) Notice. At least seven (7) days prior to entering into the lease of a Villa, the Villa Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Villa Owner of the requisite action to be taken in order to bring the lease in compliance with the Master Deed and any rules and regulations adopted pursuant thereto.

(ii) General. All leases shall have a minimum term of at least twelve (12) months. Villas may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form that is deemed acceptable. There shall be no subleasing of Villas or assignment of leases without prior written Board approval. The Villa Owner shall provide the Board with the name of the lessee and all other people occupying the Villa. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Liability for Assessments, Use of General Common Elements, and Compliance with Master Deed, By-Laws, and Rules and Regulations. Each Villa Owner covenants and agrees that any lease of a Villa shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant,

and the lessee, by occupancy of the Villa, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(a) Compliance with Master Deed, By-Laws, and Rules and Regulations. The lessee shall comply with all provisions of the Master Deed, By-Laws, and Rules and Regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Villa in order to ensure such compliance. The Villa Owner shall cause all Occupants of his or her Villa to comply with the Master Deed, By-Laws, and Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Villa are fully liable and may be sanctioned for any such violation. If the lessee, or a Person living with the lessee, violates the Master Deed, By-Laws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Villa Owner and the lessee, and such fine may be assessed against the lessee in accordance with the Master Deed, By-Laws, and/or Rules and Regulations. If the fine is not paid by the lessee within the time period set by the Board, the Villa owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Villa.

Any violation of the Master Deed, By-Laws, or Rules and Regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Villa Owner to terminate the lease without liability and to evict the lessee in accordance with South Carolina law. The Villa Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Master Deed, By-Laws, and the Rules and Regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney in fact on behalf of and for the benefit of the Villa Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorney fees and court costs actually incurred, associated with the

eviction shall be an assessment and lien against the Villa.

(b) Use of General Common Elements. The Villa Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Villa Owner has to use the General Common Elements, including but not limited to the use of any and all recreational facilities and other amenities.

(c) Liability for Assessments. When a Villa Owner who is leasing his or her Villa fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Villa Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Master Deed as if lessee were a Villa Owner. The above provision shall not be construed to release the Villa Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(SIGNATURES ON NEXT PAGE)

Witness the execution hereof by the duly authorized officer of the Association as of the day and year first above written.

WITNESSES:

[Signature]
Michele Big

BRITTANY PLACE HORIZONTAL
PROPERTY REGIME, A SOUTH
CAROLINA NON-PROFIT CORPORATION

[Signature]
By: Tom Hanlon
Its: President

STATE OF SOUTH CAROLINA)
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COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that BRITTANY PLACE HORIZONTAL PROPERTY REGIME, A SOUTH CAROLINA NON-PROFIT CORPORATION, by and through Tom Hanlon as President, appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 3rd day of May, 2017.

[Signature]
Notary Public for South Carolina
My Commission expires: My Commission Expires
February 4, 2024