BEAUFORT COUNTY SC - ROD
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RECORDING FEES $25.00

Prepared By/Return To:
Mutterer Law Firm, LLC
PO Box 29
Bluffton, SC 29910

STATE OF SOUTH CAROLINA)
) AFFIDAVIT TO RECORD
COUNTY OF BEAUFORT)
)

IN RE: South Beach Village Bluff Apartments Horizontal Property Regime No. 53B a/k/a South Beach Village Bluff Apartments Horizontal Property Regime No. 54

I, Jannine M. Mutterer, Esquire, do hereby state that:

1. I serve as general counsel for South Beach Village Bluff Apartments Horizontal Property Regime No. 53B a/k/a South Beach Village Bluff Apartments Horizontal Property Regime No. 54.
2. This Affidavit is made to record the following documents in order to meet the requirements of the South Carolina Code §27-30-110, et seq. known as The South Carolina Homeowners Association Act which amended Title 27 of the 1976 Code of Laws of South Carolina.
    a. *First Amendment to the Master Deed Horizontal Property Regime South Beach Village Bluff Apartments No. 53-B, a/k/a South Beach Village Bluff Apartments Horizontal Property Regime No. 54.*

FURTHER AFFIANT SAYETH NOT.

Jannine M. Mutterer, Esquire

SWORN TO BEFORE ME THIS
9th day of November, 2026
Notary Public for South Carolina
My Commission expires 2/7/2033

CHRISTOPHER E. MUTTERER
My Commission Expires
NOTARY PUBLIC
February 7, 2033
STATE OF SOUTH CAROLINA

Prepared By/Return To:
Mutterer Law Firm, LLC
PO Box 29
Bluffton, SC 29910
(843) 640-5700

STATE OF SOUTH CAROLINA	)	**FIRST AMENDMENT TO THE**
	)	**MASTER DEED HORIZONTAL**
COUNTY OF BEAUFORT	)	**PROPERTY REGIME SOUTH BEACH**
	)	**VILLAGE BLUFF APARTMENTS NO.53-B**

THIS FIRST AMENDMENT TO MASTER DEED and BY-LAWS HORIZONTAL PROPERTY REGIME SOUTH BEACH VILLAGE BLUFF APARTMENTS HORIZONTAL PROPERTY REGIME NO. 53-B (a/k/a No. 54) ("First Amendment") is made and executed to be effective this _4th___ day of November, 2026, by the South Beach Village Bluff Apartments Horizontal Property Regime No. 53-B a/k/a No. 54 (hereinafter the "Association").

WHEREAS, South Beach Associates, in compliance with South Carolina Horizontal Property Act, S.C. Code §27-31-10 et. seq., conveyed certain real property located in Beaufort County, South Carolina, by Master Deed and By-Laws recorded on May 22, 1972 in the official records of Beaufort County in Deed Book 198 at Page 326, as amended (hereinafter the "Master Deed"); and

WHEREAS, Article VII of the By-Laws, Section 1 provide the By-Laws may be amended by the Council in a duly constituted meeting held for such purpose, and no amendment shall take effect unless approved by co-owners representing two thirds of the total value of the Property as shown in the Master Deed; and

WHEREAS, at a meeting of Co-Owners held on the 17th day of October, 2026 a motion to amend the Master Deed and By-Laws as set forth in the notice was approved by a vote representing two-thirds (2/3) percent of the total value of the Property as shown in the Master Deed that being 74.581% in favor; and

NOW, THEREFORE, all prerequisites to lawful amendments having been satisfied, the Master Deed and By-Laws are amended as follows:

NOW THEREFORE, the Association adds the following section to the By-Laws:

Article X. Enforcement

Section 1. Purpose and Authority.

This Article is adopted pursuant to the Board's administrative duties under Article IV and the Association's authority under the South Carolina Horizontal Property Act, as amended. The intent of this Article is to confirm and supplement the Board's power to adopt, implement, and enforce reasonable rules and regulations governing the use, occupancy, maintenance, renovation, and enjoyment of the Property under the Master Deed, and these By-Laws.

Section 2. Adoption of Rules and Regulations.

The Board of Directors shall have authority to promulgate, amend, and repeal reasonable rules and regulations, including but not limited to *Community Rules* governing day-to-day use of Units and Common Elements, and *Renovation Rules* governing structural modifications and improvements. All

rules adopted by the Board shall be consistent with the Master Deed, By-Laws, and applicable law. Upon adoption, such rules shall have the same force and effect as if set forth herein.

Section 3. Violations and Enforcement.

(a) Violations Defined. The failure of any Owner, occupant, tenant, guest, or contractor to comply with the Master Deed, By-Laws, or duly adopted Rules and Regulations constitutes a violation.

(b) Notice and Hearing. The Board shall have the right to promulgate and amend Notice and Hearing Policies. Except in emergencies involving risk of injury or property damage, no fine or penalty shall be imposed until the alleged violator has been provided written notice of the violation delivered either (i) by electronic mail to the email address on file with the Association, or (ii) by United States first-class mail, postage prepaid, addressed to the Owner at the Unit address or such other address as the Owner has designated in writing to the Association, and a reasonable opportunity for hearing before the Board or a designated committee.

Section 4. Remedies.

For any violation, the Board may, after notice and hearing:

(a) Issue written warnings or directives to cure;
(b) Suspend privileges related to use of Common Elements or renovation activity until cured;
(c) Levy reasonable fines as established by the Board;
(d) Require reimbursement of all costs and expenses incurred by the Regime to remedy or abate the violation;
(e) Institute legal proceedings for injunctive relief, damages, or specific performance; and
(f) Employ any combination of the foregoing remedies.

Section 5. Attorneys' Fees and Costs of Enforcement.

If the Board must enforce any provision of the Master Deed, these By-Laws, or the Rules, whether by informal action, demand, or legal proceeding, the Co-Owner shall pay all reasonable attorneys' fees, court costs, management, and administrative expenses incurred by the Association. All such sums shall constitute a specific assessment against the Owner's Unit collectible in the same manner as common assessments and secured by the same lien rights described in the Master Deed.

Section 6. Cumulative Remedies.

Remedies provided herein are cumulative and in addition to all other rights and remedies available at law or in equity or under the Master Deed and By-Laws. The failure of the Board to enforce any provision shall not be deemed a waiver or impairment of its right to do so later.

Section 7. Delegation of Authority.

The Board may delegate enforcement duties to the managing agent, an enforcement committee, or legal counsel, provided ultimate authority remains with the Board.

Section 8. Severability.

If any portion of this Article is adjudged invalid or unenforceable, the remaining provisions shall remain in full force and effect.

All of the other terms and conditions of the Master Deed and By-Laws and all amendments thereto, are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this amendment to be executed as of the date and year first above written by its authorized officers.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

South Beach Village Bluff Apartments Horizontal Property Regime No. 53-B a/k/a No. 54

By: _____
Tom Ives
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that Tom Ives, President of South Beach Village Bluff Apartments Horizontal Property Regime No. 53-B a/k/a No. 54, personally appeared before me this day and, in the presence of the witness(es) above named, acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 4 day of November 2026.

SANDRA LILIANA NEWSOM
Notary Public, State of South Carolina
My Commission Expires 10/1/2030

Notary Public for South Carolina
My Commission Expires: 10/01/2030