

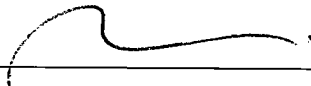
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) AFFIDAVIT TO RECORD

IN RE: Racquet Club Villas Horizontal Property Regime LXV

The attached documents are being recorded to comply with the South Carolina Homeowners Association Act, Title 27, Chapter 30, Section 110, et. seq., South Carolina Code of Laws (1976), as amended.

1. Amendment to Master Deed and By-Laws

Racquet Club Villas Horizontal Property Regime LXV

By: 
John L Sullivan

(Printed name)

Its: President RCV

SWORN TO BEFORE ME

On this 30 Day of September, 2019.

Kathleen Smith

Notary Public for South Carolina

My Commission Expires:

KATHLEEN SMITH
Notary Public, State of South Carolina
My Commission Expires 10/20/2027

STATE OF SOUTH CAROLINA) AMENDMENT TO MASTER DEED AND
) BY-LAWS OF RACQUET CLUB VILLAS
COUNTY OF BEAUFORT) HORIZONTAL PROPERTY REGIME LXV
)

THIS AMENDMENT TO MASTER DEED AND BY-LAWS OF RACQUET CLUB VILLAS HORIZONTAL PROPERTY REGIME LXV ("Amendment") is made effective this 30th day of September, 2019, by Racquet Club Villas Regime LXV Owners Association, Inc., a South Carolina non-profit corporation.

W I T N E S S E T H:

WHEREAS, the Racquet Club Villas Horizontal Property Regime LXV ("Regime") was established pursuant to that certain Master Deed of the Racquet Club Villas Horizontal Property Regime LXV ("Master Deed"), dated March 9, 1978, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 263 at Page 598, and amended in Deed Book 272 at Page 462; and

WHEREAS, the By-Laws of Racquet Club Villas Horizontal Property Regime LXV ("By-Laws"), were adopted on or about March 9, 1978, and recorded within the Master Deed in Deed Book 263 at Page 598, and amended in Deed Book 272 at Page 462, as Exhibit "D"; and

WHEREAS, the Racquet Club Villas Regime LXV Owners Association, Inc. ("Association") is a South Carolina non-profit corporation established as the owners' association as provided in the South Carolina Horizontal Property Act; and

WHEREAS, Article XII of the Master Deed and Article VII of the By-Laws provide for procedures by which the Master Deed and By-Laws may be amended by the Association; and

WHEREAS, the aforesaid Articles provide that the Master Deed and By-Laws may be amended by a vote of two-thirds (2/3) of the total vote of the Regime, which represents two-thirds (2/3) of the total value of the Property; and

WHEREAS, a duly called annual meeting of the Association attended by the necessary members to constitute a quorum was held, at which the Amendments to the Master Deed and By-Laws referenced herein was approved by Seventy-Seven and One-Half percent (77.5 %) of the total vote of the Regime; and

WHEREAS, all unit owners of the Association are joining in the execution of this Amendment to Master Deed and By-Laws for the purpose of certifying that the Amendments incorporate those changes approved by the membership of the Association as set forth hereinabove.

NOW, THEREFORE, the Association, by and through its undersigned authorized officer(s), does hereby declare that effective on this day, the Master Deed and By-Laws of the Racquet Club Villas Horizontal Property Regime LXV are amended as follows:

Article IV of the Master Deed shall be amended as follows:

ARTICLE IV. RACQUET CLUB REGIME LXV COUNCIL OF CO-OWNERS.

Section 3. Voting. On all matters relating to the Council or to the Condominium Property upon which a vote of the Villa Owners is taken, the Villa Owners shall vote in proportion to their respective interests in Common Elements as set forth in Exhibit "B". Any motion shall carry if it received the affirmative vote of a simple majority of Villa Owners, unless a different majority is specified in this Master Deed or in the By-Laws. A simple majority of the Villa Owners shall consist of fifty (50%) percent of the total interest in Common Elements. The provisions set forth in Article VI, Section 1(d) of the By-Laws are incorporated as if fully set forth herein.

Article V of the Master Deed shall be amended as follows:

ARTICLE V. RACQUET CLUB REGIME LXV COUNCIL OF CO-OWNERS.

Section 4. Restriction on Number of Units Owned. No more than two (2) villas in the Condominium Property shall be owned by the same Owner and/or any Related Person. "Related Person" shall mean the Owner's spouse, children, grandchildren, and/or other lineal descendants; parents, grandparents, and/or other lineal ancestors; siblings and their lineal descendants; spouses of any of the aforementioned persons; and/or any entity wholly or substantially owned and/or controlled by the Owner or any of the Owner's aforementioned family members, or which the Owner or any of the Owner's aforementioned family members serves as a director, officer, shareholder, partner, trustee, or similar role. The Board may adopt rules and regulations related to this restriction and any Owner(s) which may be in violation as of the date of its adoption. The intent of this Section is to prohibit

any person or their family or business interests from owning or controlling more than two (2) Villas in the Condominium Property at any one time.

Section 5. Restriction on Time Sharing. The use or establishment of time sharing, time interval ownership or time-sharing lease agreements, as described in the South Carolina Code of Laws or elsewhere, shall be prohibited within any of the Regime Villas. The Board may adopt rules and regulations related to this restriction and any Owner(s) which may be in violation as of the date of its adoption.

Article IX of the Master Deed shall be amended as follows:

ARTICLE IX. RACQUET CLUB REGIME LXV COUNCIL OF CO-OWNERS.

Section 6. RULES AND REGULATIONS; FINES. The Board of Administrators shall have the power and authority to adopt Rules and Regulations and impose Fines as set forth in Article IV, Sections 14 and 15 of the By-Laws.

Section 7. VIOLATIONS BY VILLA OWNERS. The violation or breach of any provisions set forth in the Master Deed, By-Laws, or Rules and Regulations adopted by the Board shall give the Board the right, in addition to any other rights set forth herein:

- 7.1 To enter the Villa in which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Villa Owner, any structure, thing or condition, which constitutes a breach of the rules, Master Deed or By-Laws, and the Board shall not hereby be deemed guilty in any manner of trespass;
 - 7.2 To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and to recover the cost of such enforcement from the breaching Owner, including attorney fees, and until such expense is recovered it shall be a lien upon said Villa which lien shall be inferior to the lien of all prior mortgages; and
 - 7.3 To impose fines to enforce the Master Deed, By-Laws, and Rules and Regulations as described in Article IX Section 6 of the Master Deed.
-

Article XII of the Master Deed shall be amended as follows:

ARTICLE XII. RACQUET CLUB REGIME LXV COUNCIL OF CO-OWNERS.

This Master Deed and the By-Laws of the Council may be amended from time to time at a duly held meeting of the Council by the affirmative vote of the Villa Owners holding more than fifty percent (50%) of the total interest in Common Elements. Duly adopted amendments shall become effective when an instrument setting forth the amendment has been executed and filed of record by the officers of the Council.

Article II Section 4 of the By-Laws shall be amended as follows:

ARTICLE II

VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting. Any Villa Owner may by his written proxy designate an agent to cast his vote. Otherwise, the proxy shall be deemed to cover the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable at will unless otherwise stated. No proxy can be honored until delivered in writing to the Secretary of the Association. If at least twenty (20) days prior to a duly called meeting, a Villa Owner is informed by first class mail of (i) the time and place of the meeting, (ii) the proposed agenda for the meeting, and (iii) such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such mailing, but the Villa Owner neither attends the meeting nor returns his or her proxy, then such Villa Owner shall be deemed to have given his or her proxy to vote to and for the majority present and voting, and further shall be deemed present when determining a quorum.

Article III Section 1 of the By-Laws shall be amended as follows:

ARTICLE III

ADMINISTRATION

Section 1. Council Responsibilities. The Co-Owners of the Villas will constitute the Council of Co-Owners (hereinafter usually referred to as "Council"), which shall be managed by the Board. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority of Co-Owners.

Article IV Section 3 of the By-Laws shall be amended as follows:

ARTICLE IV

BOARD OF ADMINISTRATION

Section 1. Number and Qualification. The affairs of the Council shall be governed by a Board of Administration (hereinafter referred to as the "Board") comprised of five persons, all of whom must be Co-Owners of Villas in the Property. No Owner shall serve on the Board of Administration so long as a Related Person of that Owner (as defined in Article V, Section 4 of the Master Deed) is also serving on the Board.

Section 3. Other Powers and Duties. In addition to the powers and duties granted and imposed by the Master Deed, these By-Laws, or by resolutions of the Council, the Board shall be responsible for the following:

- (a) Compliance with all of the terms and conditions of the Master Deed and enforcement of same.
- (b) Care, upkeep and surveillance of the Property and the common elements.
- (c) Collection of assessments from the Co-Owners.
- (d) Employment, dismissal and control of the personnel necessary for the maintenance and operation of the common elements.
- (e) Performing repairs caused by any natural disaster or man-made damage from the reserve account and any special assessment, or causing the same to be done.
- (f) Obtaining of insurance for the Condominium Property, pursuant to the provisions hereof and the provisions of the Master Deed, or causing the same to be done.
- (g) Grant or relocate easements which are not inconsistent with the Villa Owners' full use and enjoyment of the common properties.

- (h) Making of repairs, additions and improvements to, or alterations of, the Condominium Property and repairs to and restoration of the Condominium Property in accordance with the other provisions of these By-Laws; provided, however, that the Board shall not undertake any repair covered by the warranty without the consent of a majority of the Villa Owners.
- (i) Taking any actions pursuant to, and in accordance with, the provisions set forth in Article IV Sections 14 and 15 herein.

Article IV Section 14 of the By-Laws shall be amended as follows:

ARTICLE IV

BOARD OF ADMINISTRATION

Section 14. Rules and Regulations. To enforce the provisions of the Master Deed and By-Laws, the Board of Administrators may promulgate, modify, or terminate Rules and Regulations applicable to the Condominium Property, Regime, and Villa Owners. Promulgation or modification of the Rules and Regulations shall be approved by the vote of a majority of the members of the Board. Rules and Regulations shall not conflict with the terms of this Master Deed or the Association's By-Laws. All Rules and Regulations shall be distributed to all Villa Owners by regular mail to the Villa Owner's address on file with the Regime, shall be recorded with the Office of the Register of Deeds for Beaufort County as required by statute, and shall thereafter be binding upon all Villa Owners, their guests, tenants, and invitees until and unless overruled, canceled, or modified by the Board in conformity with the Master Deed and By-Laws.

Article IV Section 15 of the By-Laws shall be amended as follows:

ARTICLE IV

BOARD OF ADMINISTRATION

Section 15. Fines. The Board may adopt fines to enforce the provisions of the Master Deed, By-Laws, and any Rules and Regulations. Such fines may be adopted and amended from time to time by a majority vote of the Board. Fines levied against Villa Owners shall be a lien and assessment against the Villa owned by

the Villa Owner in violation of the applicable Master Deed provision, By-Law provision, and/or Rules and Regulations provision. Each fine shall be a charge and continuing lien on the Villa Owner's Villa, as well as a personal obligation of the Villa Owner. Villa Owners shall have the right to appeal any levied fine. All appeals shall be in writing and shall be heard by the Board, or a committee selected by the Board. Appeal determinations made by the Board, or its committee, shall be made in the Board's, or committee's, sole and reasonable discretion. Appeal determinations shall be final adjudications of all fines and shall not be subject to any further appeal whatsoever. The Board shall promulgate procedures governing the fine appeal process prior to enforcing any fines against Villa Owners. All appeal procedures shall be available for review upon the request of any Villa Owner.

Article VI Section 1 of the By-Laws shall be amended as follows:

ARTICLE VI

OBLIGATIONS OF CO-OWNERS

Section 1. Assessments.

(a) Upon notice from the Board, all Co-Owners are obligated to pay periodic assessments imposed by the Regime to meet all Regime Expenses, which shall include, among other things, liability insurance policy premiums and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake, and other hazards. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Condominium Property and any authorized additions thereto. Such may include, without limitation, any amount for working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The assessments shall be made pro-rata according to the value of the Villa owned, and as stipulated in the Master Deed.

(b) The omission by the Board before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Master Deed and By-Laws or a release of any Villa Owner from the obligation to pay the assessments, or an installment thereof, for that or any subsequent year, but the

assessment fixed for the preceding year shall continue until a new assessment is fixed.

(c) The management agent or Board shall keep detailed records of the receipts and expenditures affecting the Common Elements and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any Villa Owner during reasonable business hours.

(d) If the assessments are not paid on the date when due (being the date specified by the Board), then such assessment shall become delinquent and shall (together with the cost of collection as provided herein) become a charge and continuous lien on the Villa, against which each such assessment is made. The Board shall take prompt action to collect any assessment or common charge due from any Villa Owner which remains unpaid after the due date for payment thereof. In the event of default by a Villa Owner in paying to the Board the assessments as determined by the Board, such Villa Owner shall be obligated to pay reasonable late fees as determined by the Board, as well as interest at the rate of one and one-half percent (1.5%) of the delinquent amount per month on such unpaid assessments. The Board shall have the right and duty to attempt to recover such assessments, together with late fees and interest thereon, and the expenses of the proceeding, including court costs and attorney fees, in an action to recover the same brought against such Villa Owner, or by foreclosure of the lien on such Villa granted herein and by applicable law. Notwithstanding any provisions herein to the contrary, any Villa Owner, which is in default in the payment of assessments for more than sixty (60) days after the due date for payment thereof, shall have that Owner's voting privileges suspended until such time as that Owner pays all amounts owed to the Regime and brings that Owner's Regime account current, such that during any such time, the Owner shall not be entitled to vote on any matters pertaining to the Condominium Property, Regime, or Master Deed or By-Laws; and further, in such event the voting percentages set forth in the Master Deed shall be modified to reflect the removal of such Owner's voting interest in the Condominium Property for purposes such as, without limitation, obtaining the requisite quorum and approval percentage.

(e) The transfer of ownership of an individual Villa within the Regime carries with it the proportionate equity of that Villa Ownership in the Regime Escrow Account. Each Villa Owner will be assessed for the Regime Escrow Account in accordance with a set schedule in order to provide for a contingency fund for maintenance and repair of Regime Property.

Article VI Section 7 of the By-Laws shall be amended as follows:

ARTICLE VI

OBLIGATIONS OF CO-OWNERS

Section 7. Duty of Villa Owners to Inform. Each Villa Owner shall have the affirmative duty and obligation to inform the Board and management agent (if any), in writing, of any change of ownership of the Villa, the Villa Owner's current mailing address, and any failure of the Villa Owner to receive any information from the Board and/or management agent. No Villa Owner may be excused from his or her obligations established in the Master Deed, By-Laws, or Rules and Regulations if the Board or management agent mailed any communication (including but not limited to an assessment bill, statement, voting ballot, referendum, or notice of the same) to the last address of said Villa Owner which is recorded in the books of the Regime and for which the Regime has not received the Villa Owner's current address or notice of change of ownership from the Villa Owner.

Article VII of the By-Laws shall be amended as follows:

ARTICLE VII

AMENDMENTS

These By-Laws may be amended in accordance with the provisions in Article XII of the Master Deed.

Witness the execution hereof by the duly authorized officer(s) of the Association this 30th day of September, 2019.

WITNESSES:

RACQUET CLUB VILLAS REGIME LXV OWNERS ASSOCIATION, INC.

[Signature]
[Signature]

[Signature]
By: John Sullivan
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that RACQUET CLUB VILLAS REGIME LXV OWNERS ASSOCIATION, INC., by and through John Sullivan as President, appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 30th day of September, 2019.

Kathleen Smith
Notary Public for South Carolina

My Commission expires: _____

KATHLEEN SMITH
Notary Public, State of South Carolina
My Commission Expires 10/20/2027