

3
10
Capell
1079

BEAUFORT COUNTY SC - ROD
BK 3703 Pgs 2528-2530
FILE NUM 2018052766
10/01/2018 11:52:13 AM
REC'D BY pbaxley RCPT# 907152
RECORDING FEES \$10.00

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

**THIRD AMENDMENT TO THE MASTER DEED OF
BRIGHTON BAY HORIZONTAL PROPERTY REGIME**

Whereas, on or about November 21, 2002, Brighton Bay Associates, L.P. executed, as "Developer," a Master Deed of the Brighton Bay Horizontal Property Regime (hereinafter "Master Deed"); and

Whereas, the Master Deed was subsequently recorded with the Beaufort County Register of Deeds in Book 1668 at Page 387 on November 21, 2002; and

Whereas, the Developer provided, among other things, in the Master Deed, that said Master Deed could be amended from time to time in accordance with the provisions of the Horizontal Property Act; and

Whereas, Exhibit "D" to the Master Deed of the Brighton Bay Horizontal Property Regime is entitled **By-Laws of Brighton Bay Horizontal Property Regime and the Brighton Bay Owners' Association, Inc.** ("By-Laws"); and

Whereas, the By-Laws provide that amendments thereto are proper if consented to by more than 67% of the statutory interest in the property; and

Whereas, a proposed Amendment to the By-Laws within the Master Deed was presented to the members of the Regime for a vote thereon; and

Whereas, members representing more than 69% of the statutory interest voted in favor of the proposed Amendment.

Now, therefore, the Brighton Bay Owners Association, Inc. hereby amends the By-Laws, in Exhibit "D" to the Master Deed of the Brighton Bay Horizontal Property Regime, as follows:

Article XII, Section 2 is deleted, and the following is added in its place:

Section 2. PROVISIONS IN LEASE. Any lease of any Unit within the Association shall be for a use consistent with the use provisions of these ByLaws and shall provide that the terms and conditions of the Master Deed and all exhibits shall be complied with by the tenant and that the

Association shall have the power to terminate such lease, and bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of default by the tenant in the performance of said lease, or failure by the tenant to perform an obligation in the Master Deed, By-Laws, or Rules and Regulations. No lease may be for a period less than eleven (11) consecutive months.

In witness whereof, Brighton Bay Owners Association, Inc. has caused this instrument to be executed, in multiple parts, this 27th day of September 2018.

SIGNATURES ON FOLLOWING PAGE

WITNESS:

BRIGHTON BAY OWNERS
ASSOCIATION, INC.

Maia S. Castellano

By: William W. Castellane
William W. Castellane

Its: President

Al Bruno

By: Holly Golden
Holly Golden

Its: Secretary

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that William W. Castellane, President of Brighton Bay Owners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 25th day of September 2018.

Jacklyn Phillips
Notary Public, State of SC

My Commission expires: February 4, 2024
(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Holly Golden, Secretary of Brighton Bay Owners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 25th day of September 2018.

Jacklyn Phillips
Notary Public, State of SC

My Commission expires: February 4, 2024
(SEAL)