

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

SECOND AMENDMENT TO THE
BY-LAWS OF INVERNESS VILLAGE
HORIZONTAL PROPERTY REGIME I, INC.

THIS SECOND AMENDMENT made this 26th day of October, 2022, by the Board of Administration of Inverness Village Horizontal Property Regime I, Inc., acting on behalf of the Council of Co-Owners of said Regime, which said Regime is an incorporated association existing and operating under the laws of the State of South Carolina ("Regime" or "Association").

WITNESSETH

WHEREAS, on or about the 10th day of July, 1978, Nicole Building Corporation, a South Carolina corporation, filed with the Clerk of Court for Beaufort County, South Carolina, its Master Deed establishing Horizontal Property Regime said regime being established as Inverness Village Horizontal Property Regime I, pursuant to the Horizontal Property Act of South Carolina, the same being recorded on July 27, 1978, in Deed Book 266 at Page 482 and Plat Book 27 at Page 8; and

WHEREAS, on or about the 7th day of November, 1978, Nicole Building Corporation executed the Master Deed Annexation Declaration of Phase II and Amendments to Master Deed of Inverness Village Horizontal Property Regime I, which was recorded on November 7, 1978, in Deed Book 272 at Page 1282 and Plat Book 27 at Page 85; and

WHEREAS, on or about the 29th day of March 1979, Nicole Building Corporation executed the Master Deed Annexation Declaration of Phase III and Amendments to Master Deed for Inverness Village Horizontal Property Regime I, which was recorded on March 29, 1979, in Deed Book 278 at Page 1921, and in Plat Book 27 at Page 158; and

WHEREAS, on or about the 27th day of June, 1979, Nicole Building Corporation executed the Master Deed Annexation Declaration of Phase IV and Amendments to Master Deed of Inverness Village Horizontal Property Regime I, which was recorded on June 27, 1979, in Deed Book 283 at Page 1426 and Plat Book 27 at Page 211; and

WHEREAS, the Master Deed at Article IX provides that the administration of the Regime shall be in accordance with the provisions of the "By-Laws", the same being attached thereto as Exhibit F; and

WHEREAS, for purposes of this Amendment the said Master Deed and above-referenced Amendments to Master Deed shall collectively be referred to as "Master Deed"; and

WHEREAS, on or about the 29th day of December, 1980, the Board of Administration of Inverness Village Horizontal Property Regime I, acting on behalf of the Council of Co-Owners of said Regime, executed the Declaration of Amendment to the Bylaws of Inverness Village Horizontal Property Regime I, which Amendment was recorded on January 16, 1981, in Deed Book 314 at Page 289; and

WHEREAS, pursuant to By-Laws Article IX Amendments Section 1. By-Laws, the same may be amended with the approval of the co-owners of apartments representing at least two-thirds (2/3) of the total value of the Property as shown in the Master Deed.

WHEREAS, the said co-owners at a duly held meeting on October 7, 2022, by an affirmative vote of the co-owners of apartments representing more than sixty-seven (67%) percent of the total value of the Property as shown in the Master Deed (being the same as the total votes in the Association based upon the percentage assigned to each apartment as set forth in Exhibit G of the Master Deed), approved the Amendments to the said By-Laws as it pertains to Article VII, Sections 6 and 9 as set forth below; and

NOW, THEREFORE, the Council of Co-Owners by and through the Board of Administration of said Regime hereby amends the By-Laws of the Regime as follows:

1. ARTICLE VII, Section 6 Maintenance and Repair is hereby amended so that subsections (b) and (c) as amended, shall read as follows:

(b) All the repairs or replacements of the exterior lighting sconces located near the front and rear doors (deck or patio) of the apartments and internal installations of the apartments such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, interior doors, windows, lamps, and all other accessories belonging to the apartment as well as repainting of the front door of the apartments shall be at the expense of the co-owner. The size and color of exterior lighting sconces and front exterior door colors are subject to approval by the Board.

(c) All maintenance, repair and replacement to the common elements as defined in the Master Deed, the painting and decorating of the exterior window sash shall be made by the Board of Administration or its agent and shall be charged to all the apartment owners as a common expense, excepting to the extent that the same may be necessitated by the negligence, misuse or neglect of the apartment owner, in which such case the expense shall be charged to such apartment owner.

2. ARTICLE VII, Section 9 Use of Apartments – Internal or External Changes is hereby amended so that subsection (c) as amended, shall read as follows:

(c) A co-owner shall make no changes whatsoever to the exterior of the apartment, any stairs or balconies appurtenant thereto, or to any of the limited or general common elements without approval of two-thirds (2/3) of the co-owners of said Regime. Provided, however, that the Board of Administration shall be authorized to approve the size and color of exterior lighting sconces and front exterior door colors of the individual apartments as well as minor additions to landscaping and the minor changes of this nature which in their sole discretion will not interfere or conflict with the overall scheme and appearance of the common areas.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to be executed by its Board of Administration effective the date and year first above written.

WITNESS:

INVERNESS VILLAGE HORIZONTAL
PROPERTY REGIME I, INC.

Nicole Ruiz
Nicole Ruiz

By: Ray Pfeiffer
Name: Ray Pfeiffer
Its: President

Dayana Zabela
Dayana Zabela

By: Chris Ungate
Name: Chris Ungate
Its: Secretary/Treasurer

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT
Under SC Code § 30-5-30(C)

COUNTY OF BEAUFORT

I, the undersigned Notary Public, do hereby certify that Ray Pfeiffer and Chris Ungate, duly authorized officers of Inverness Village Horizontal Property Regime I, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26th day of October, 2022.

[Signature] (SEAL)
Notary Public for _____
My Commission expires: 8/21/2028

LISA MARTIN
Notary Public, State of South Carolina
My Commission Expires 8/21/2028

STATE OF SOUTH CAROLINA

CERTIFICATION

COUNTY OF BEAUFORT

The undersigned, being the President and Secretary/Treasurer of Inverness Village Horizontal Property Regime I, Inc., hereby certify that the Second Amendment to the By-Laws of Inverness Village Horizontal Property Regime, I, Inc. ("Second Amendment") attached hereto and made a part hereof was approved by owners of apartments representing at least two-thirds (2/3) of the total value of the Property as shown in the Master Deed. The meeting to approve the Second Amendment was held on October 7, 2022, following proper notice. A quorum was present and more than two-thirds of the total value of the Property (being the same as the total votes in the Association based upon the percentage assigned to each apartment as set forth in Exhibit G to the Master Deed) voted in favor of the Second Amendment as follows: 67.2034% voted in favor and 4.2096% voted against the By-Laws Article VII, Section 6 amendments; 69.3732% voted in favor and 2.0398% voted against the By-Laws Article VII, Section 9 amendments.

Witness our hands and seals this _____, day of _____, 2022.

WITNESS:

INVERNESS VILLAGE HORIZONTAL PROPERTY REGIME I, INC.

Nicole Ruiz
NICOLE RUIZ

By: Ray Pfeiffer
Name: Ray Pfeiffer
Its: President

Dayana Zabala
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By: Chris Ungate
Name: Chris Ungate
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ACKNOWLEDGMENT Under SC Code § 30-5-30(C)

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[Signature] (SEAL)
Notary Public for _____
My Commission expires: 8/21/2028