



STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON ) AMENDMENTS TO THE MASTER DEED  
 OF TENNIS CLUB VILLAS HORIZONTAL  
 PROPERTY REGIME AND TO THE BYLAWS  
 OF TENNIS CLUB VILLAS COUNCIL OF  
 CO-OWNERS, INC.

*(Cross Reference Tracer: Book S129, Page 404)*

This amendment to the Master Deed of Tennis Club Villas Horizontal Property Regime and to the Bylaws of Tennis Club Villas Council of Co-Owners, Inc. is made this 16 day of December, 2021 by Tennis Club Villas Council of Co-Owners, Inc.

WHEREAS, Tennis Club Villas Horizontal Property Regime (the "Regime") was established by the recording of a Master Deed (the "Master Deed") on October 22, 1982 in the Register of Deeds Office for Charleston County in Book S129, Page 404; and

WHEREAS, Tennis Club Villas Council of Co-Owners, Inc. (the "Council") is the incorporated council of co-owners for the Regime; and

WHEREAS, the Bylaws of the Council (the "Bylaws") are attached as Exhibit "E" to the Master Deed; and

WHEREAS, Article XI, Section 11.01 of the Master Deed provides that the Master Deed may be amended by the written consent of the of the Co-owners owning two-thirds (2/3) of the value of the Property, and Article XI, Section 11.02 of the Master Deed provides that the Bylaws may be amended by the affirmative vote of the Co-owners owning two-thirds (2/3) of the value of the Property; and

WHEREAS, Co-owners owning in excess of two-thirds (2/3) of the value of the Property have voted to approve the amendments to the Master Deed and Bylaws set forth herein.

NOW, THEREFORE, the Bylaws of Tennis Club Villas Council of Co-Owners, Inc. are hereby amended as follows:

1. Section 1.11 of the Bylaws is hereby deleted and is replaced with the following:

Section 1.11 Place of Meeting. All meetings of the Council shall be held at such convenient place as the Board of Directors may direct. Meetings may be conducted by telephone, or by videoconference, if all directors consent.

2. Section 2.16 of the Bylaws is hereby deleted and is replaced with the following:

Section 2.16 Place of Meeting. All meetings of the Board of Directors shall be held at such convenient place the Board may select. Meetings may be conducted by telephone, or by videoconference, if all directors consent.

3. Section 2.17 of the Bylaws is hereby deleted and is replaced with the following:

Section 2.17 Minutes of Meeting. The Secretary of the Council shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board of Directors. All such minutes shall be made available for examination and copying by any Co-owner at any reasonable time.

4. Section 2.18 of the Bylaws is hereby deleted in its entirety.

5. Section 3.08 of the Bylaws is hereby deleted in its entirety.

6. Section 4.01 of the Bylaws is hereby deleted and is replaced with the following:

Section 4.01 Employment. The Council shall employ, as Manager of the Regime, a management agent entirely of its own choosing.

7. Section 5.08 of the Bylaws is hereby amended by changing the reference to “fifteen days” in the first sentence of that section to “thirty days,” so that Section 5.08 will now read as follows:

Section 5.08 Penalty An assessment not paid within thirty (30) days following the date when due shall be charged a Delinquent Payment Penalty of two percent (2%) of the unpaid balance of the assessment per month and each month thereafter on the unpaid balance until the assessment is paid in full.

8. Section 5.12 of the Bylaws is hereby deleted in its entirety.

9. An additional section is hereby added to Article V of the Bylaws, which will now be Section 5.12 of the Bylaws, and which shall read as follows:

Section 5.12 Capital Contribution Upon Sale of Villa. Upon acquisition of record title to a Villa, a contribution shall be made by or on behalf of the purchaser to the working capital of the Council in the amount of One Thousand and 00/100 Dollars (\$1,000.00). This capital contribution shall constitute a lien on the Villa if not paid and shall be collectible by the Council in the same manner as assessments. This contribution shall be in addition to, not in lieu of, any other assessments levied on the Villa and shall not in any way be construed as part of or identical to any such assessments or as an advance payment of any such assessments. This contribution shall be collected at the closing of the Villa, and dispersed to the Council for use in covering operating and other expenses (including reserves) incurred by the Council, as determined by the Board of Directors of the Council in its discretion.

10. Section 6.01 of the Bylaws is hereby deleted and is replaced with the following:

Section 6.01 Maintenance by Manager. Except as otherwise set forth in section 6.02 of these Bylaws, the Manager shall provide for the maintenance, repair, and replacement of the Common Elements.

11. Section 6.02 of the Bylaws is hereby deleted and is replaced with the following:

Section 6.02 Maintenance by Co-Owners. The Villas and the Utility/Storage Unit shall be maintained in good condition and repair by their respective owners. Additionally, each Co-owner shall be responsible for maintaining in good condition and repair, including replacement if necessary, those Limited Common Elements which are appurtenant to and reserved exclusively for the use of that Co-Owner's Villa. In the event that any Co-owner fails to perform the maintenance, repair or replacement of such Limited Common Elements, the Board of Directors shall, after giving such Co-owner reasonable notice and opportunity to perform such maintenance, repair or replacement, cause such maintenance, repair or replacement to be performed and charge all expenses of doing so to such Co-owner by an Individual Assessment.

12. The last sentence of Section 9.03 of the Bylaws is hereby deleted and is replaced with the following:

As determined by the Board in its sole discretion, the contribution of Co-owners toward the expense of the premium for such insurance may be collected, in addition to other assessments, in one (1) yearly assessment, or periodically, but not more frequently than quarterly.

13. The last sentence of Section 9.06 of the Bylaws (which sentence currently reads: "*Any Co-owner who obtains hazard insurance for his own benefit shall within thirty days of obtaining the same deliver to the Board of Directors a copy of the policy of insurance*") is hereby deleted.

14. The second sentence of Section 10.03 of the Bylaws is hereby deleted and is replaced with the following:

In addition to any other remedy to which the Council or any Co-owner may be entitled, the Board of Directors may impose against a Co-owner reasonable fines not to exceed a total of one hundred dollars (\$100.00) per occurrence for any violation of the terms of the Act, the Master Deed, these Bylaws, or the Regulations promulgated pursuant hereto. For recurring violations, each day that the violation continues shall be deemed a separate occurrence for the purpose of imposing fines under this section.

15. Section 1.04 of the Bylaws is hereby deleted and is replaced with the following:

Section 1.04 Proxies. Any Co-owner may by written proxy designate an agent to cast his vote. Unless a proxy otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Council. A proxy may be revocable or irrevocable but shall be

deemed revocable at will unless otherwise specified therein. No proxy shall be honored until delivered to the Secretary or management agent of the Council. If at least ten days and no more than 30 days prior to a duly called meeting a Co-owner is informed by email or written notice of (a) the time and place of the meeting, (b) the agenda for the meeting, and (c) 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, and the Co-owner neither attends the meeting nor returns his executed proxy, then such Co-owner shall be deemed to have given his proxy to and for the majority present.

**16.** Section 11.02 of the Master Deed is hereby amended by changing the reference to “two-thirds” to “fifty-one percent” so that Section 11.02 of the Master Deed will now read as follows:

Section 11.02 Bylaws. The Bylaws may be amended by the affirmative vote of the Co-owners owning fifty-one percent of the value of the Property.

**17.** The first sentence of Section 11.01 of the Master Deed is hereby amended by changing the reference to “two-thirds” in that sentence to “fifty-one percent” so that the first sentence of Section 11.01 of the Master Deed will now read as follows:

This Master Deed may be amended only by written agreement of the Co-owners owning fifty-one percent of the value of the Property.

**18.** The second sentence of Section 11.03 of the Master Deed is hereby amended by changing the reference to “two-thirds” in that sentence to “fifty-one percent” so that the second sentence Section 11.01 of the Master Deed will now read as follows:

Such amendment shall not be acted upon nor shall such amendment be effective unless prior to the date scheduled for the vote thereon, the approval thereof by mortgagees of fifty-one percent of the value of the Property (as set forth on Exhibit "D") at the time of the issuance of the aforesaid notice has been obtained in writing prior to the date of said vote.

By signing below, the President of the Council hereby certifies that Co-owners owning in excess of two-thirds (2/3) of the value of the Property have voted to approve the amendments to the Master Deed and Bylaws set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Tennis Club Villas Council of Co-Owners, Inc. has caused this instrument to be executed as of the day and year first above written



Tennis Club Villas Council of Co-Owners, Inc.

Sharol J. Giuffre  
By: Sharol J. Giuffre  
Its: President

STATE OF South Carolina  
COUNTY OF Charleston

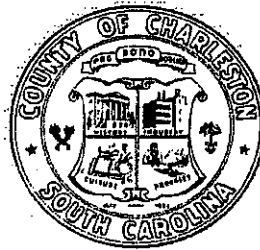
**ACKNOWLEDGMENT**

I, Katie M. Mell, do hereby certify that Sharol Giuffre President of Tennis Club Villas Council of Co-Owners, Inc. personally appeared before me this day and acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this 16 day of December, 2021.

Katie M. Mell (L.S.)  
Notary Public – State of South Carolina  
Print name of Notary: Katie M. Mell  
My Commission Expires: July 10, 2027

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