

WHEREAS, the undersigned President and Secretary of the Association do hereby execute this Amendment, certifying that over two-thirds of the total interest in the Brittany Place Horizontal Property Regime common elements voted to adopt the attached amendments to the Master Deed and Bylaws, and certify that the attached Master Deed and Bylaw Amendments set forth on Exhibit "A" replace and supercede the corresponding provisions of the Master Deed and Bylaws.

WITNESSES:

[Signature]

A. J. Buck

[Signature]

Karen [Signature]

BRITTANY PLACE OWNERS ASSOCIATION, INC.

Donna M. Deaton

By:
Its: President

Keri C. [Signature]

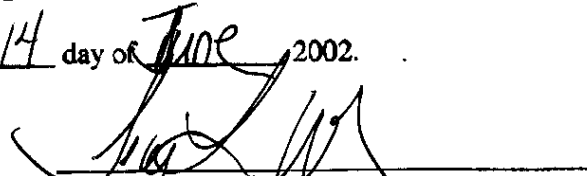
By:
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that Donna Deaton as President of BRITTANY PLACE OWNERS ASSOCIATION, INC. appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 14 day of JUNE, 2002.



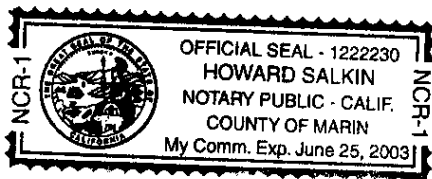
Notary Public for South Carolina
My Commission Expires: 1/16/2004


~~STATE OF SOUTH CAROLINA)~~
~~COUNTY OF BEAUFORT)~~
CALIFORNIA)
MARIN)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that KEVIN C. O'KEEFE as Secretary of BRITTANY PLACE OWNERS ASSOCIATION, INC. appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7th day of June, 2002.





Notary Public for ~~South Carolina~~ CALIFORNIA
My Commission Expires: 6/25/03

BRITTANY PLACE OWNER'S ASSOCIATION, INC.
MASTER DEED AND BYLAW AMENDMENTS

1. **MASTER DEED AMENDMENT ONE:** *One Hundred percent (100%) of the ownership interest in the Regime voted in favor of adding a new Section 2.17 to the Master Deed to read as follows:*

Amended - Section 2.17: "Rules and Regulations" Means any Rules and Regulations promulgated by the Board from time to time pursuant to Sections 5.4 and 5.5 in this Master Deed and the Association's Bylaws.

2. **MASTER DEED AMENDMENT TWO:** *One Hundred percent (100%) of the ownership interest in the Regime voted in favor of adding a new Section 2.18 to the Master Deed to read as follows:*

Amended - Section 2.18: "Specific Assessment" Means assessments levied against a Villa Owner for collection of fines imposed pursuant to the provisions this Master Deed and the Association Bylaws, or the Rules and Regulations.

3. **MASTER DEED AMENDMENT THREE:** *One Hundred percent (100%) of the ownership interest in the Regime voted in favor of adding a new Section 5.4 to the Master Deed to read as follows:*

Amended - Section 5.4: Rules and Regulations. To enforce the provisions of the Master Deed and Bylaws, the Board may promulgate, modify, or terminate Rules and Regulations applicable to the Regime and Villa Owners. Promulgation or modification of the Rules and Regulations shall 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 Bylaws. All Rules and Regulations shall be distributed to all Villa Owners by regular mail to the Villa Owner's most recent registered address prior to the date that the Rules and Regulations are to become effective 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 this Master Deed and the Association's Bylaws.

4. **MASTER DEED AMENDMENT FOUR:** *One Hundred percent (100%) of the ownership interest in the Regime voted in favor of adding a new Section 5.5 to the Master Deed to read as follows:*

Amended - Section 5.5: Fines for Master Deed, Bylaw, Rule and Regulation Violations. The Board may adopt fines to enforce the provisions of this Master Deed, the Association's Bylaws and the 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 for violations of this Master Deed, the Association's Bylaws, or Rules and Regulations shall be a lien and a Specific Assessment against the Villa owned by the Villa Owner in violation of the Master Deed provision, Bylaw provision, and/or Rule or Regulation. Each fine shall be a charge and continuing lien on the Villa Owner's Villa, as well as a personal obligation of the Villas Owner. Villa

Owners shall have the right to appeal any Association 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.

5. **MASTER DEED AMENDMENT FIVE:** *One Hundred percent (100%) of the ownership voted in favor of amending Section 8.2 of the Master Deed to read as follows:*

Amended - Section 8.2: Assessments. All Assessments of Common Expenses shall be fixed by the Board and made payable at such times as the Board determines, but not less frequently than quarterly. Specific Assessments shall be payable upon the date of the imposition of a fine by the Board against a Villa Owner.

6. **MASTER DEED AMENDMENT SIX:** *One Hundred percent (100%) of the ownership interest in the Regime voted in favor of amending Section 8.5 of the Master Deed to read as follows:*

Amended - Section 8.5: Lien Upon Villa. All Assessments and Specific Assessments of the Association which are unpaid after becoming due shall thereupon constitute a lien against such Villa prior and superior to all other liens except (i) liens for property taxes upon the Villa in favor of any taxing authority, and (ii) mortgage liens duly recorded prior to such delinquency. The lien for such Assessments and Specific Assessments of the Association may be foreclosed by the Board acting in behalf of the Association in the same manner as a mortgage upon real property. In the event of foreclosure, the Villa Owner shall be required to pay a reasonable rental for a Villa during pendency of the foreclosure action, and a receiver may be appointed to collect the rentals during such period. The Board on behalf of the Association may bring suit for judgment against the Villa Owner in the amount of delinquent Assessments and delinquent Specific Assessments. In the event of foreclosure or suit for money judgment, a reasonable amount shall be added to the sum due for attorney's fees and other costs of collection. The lien created by this section shall include rentals accruing during the pendency of the foreclosure action and any reasonable amount of attorney's fees and other costs of collection.

7. **MASTER DEED AMENDMENT SEVEN:** *One Hundred percent (100%) of the ownership interest in the Regime voted in favor of amending Section 8.6 of the Master Deed to read as follows:*

Amended -Section 8.6: Sale of Villa. Upon the sale or conveyance of a Villa, all unpaid Assessments and Specific Assessments against a Villa Owner shall first be paid out of the sale price or by the purchaser or grantee in preference over any other assessments, charges, or liens, except the following:

- (i) Lien for taxes and special assessments upon the Villa which are unpaid.
- (ii) Payments due under mortgages upon the Villa which are duly recorded prior to such sale or conveyance.

8. **MASTER DEED AMENDMENT EIGHT** *One Hundred percent (100%) of the ownership interest in the Regime voted in favor of amending Section 8.7 of the Master Deed to read as follows:*

Amended -Section 8.7: Foreclosure Purchaser. If the mortgagee of a Villa acquires title by foreclosure of its mortgage, or by deed in lieu of foreclosure, or if a purchaser acquires title at a foreclosure sale, such purchaser shall not be liable for the Assessments or Specific Assessments assessed by the Association upon the Villa accruing after the date of the recording of the mortgage but prior to the acquisition of title by foreclosure. The unpaid Assessments and Specific Assessments occurring during such period shall be deemed Common Expenses collectable from all Villa Owners, including such purchaser, his successors, heirs and assigns. The provisions of this section, however, shall not release any Villa Owner from personal liability for unpaid Assessments or Specific Assessments together with reasonable costs and attorney's fees for the collection thereof.

1. BYLAW AMENDMENT ONE: *One Hundred percent (100%) of the ownership interest in the Regime voted in favor of amending Article VII, Section 12 of the Bylaws to read as follows:*

Amended-Article IV, Section 12: **RULES AND REGULATIONS.** The Board may adopt, modify, and revoke in whole or in part reasonable Rules and Regulations, governing the conduct of persons on the Condominium Property, so long as the Rules and Regulations do not conflict with the terms of the Master Deed and other sections of these Bylaws. Such Rules and Regulations shall be distributed to all Villa Owners by regular mail to the Villa Owner's most recent registered address prior to the date that they are to become effective and shall thereafter be binding upon all Villa Owners, their guests, tenants, and invites until and unless amended, modified or revoked by the Board. Each amendment, modification, or revocation of the rules and regulations, shall be delivered promptly to each Villa Owners by regular mail to the Villa Owner's most recent registered address.- The following shall constitute the initial Rules and Regulations in effect as of the date of this Amendment:

- (a) Villa Owners, residents, and lessees shall exercise care to avoid unnecessary noise, or the use of musical instruments, radios, televisions and amplifiers, which may disturb other Villa Owners, residents, or lessees.
- (b) No Villa Owner, resident, or lessee of the Condominium Property shall:
 - (1) Post any advertisements, signs or posters of any kind in or on the Condominium Property except as authorized by the Association;
 - (2) Hang garments, towels, rugs, or similar objects from the windows or balconies or from any of the facades of the Condominium Property or use any window treatment other than treatment with white or beige backing;
 - (3) Dust rugs, mops or similar object from the windows or balconies or clean rugs or similar object by beating on the exterior part of the Common Property;
 - (4) Throw trash or garbage outside the disposal installation provided for such purpose in the service areas;
 - (5) Act so as to interfere unreasonably with the peace and enjoyment of the residents of the other Villas in the Condominium Property;
 - (6) Park any commercial vehicle, boat, camper, or recreational vehicle on Association Condominium Property unless placed in the area below the Villa;
 - (7) Park any vehicle on any landscaped area except in that area designated for parking for the Villa;
 - (8) Permit their children to feed alligators or play near the lagoon system.

(c) A Villa Owner may keep a domestic pet in a Villa subject to the Rules and Regulations promulgated by the Association from time to time. At no time however, may a Villa Owner place a doghouse on, or chain or fence a domestic animal within the Common Elements of the Condominium Property. A Villa Owner may not keep any animals, livestock or poultry upon any portion of the Condominium Property, other than domestic pets. Any pet causing or creating a nuisance or unreasonable disturbance may be permanently removed from the Condominium Property upon three (3) days written notice from the Board. Each Villa Owner shall be responsible for removal of their pet's waste from the Condominium Property.

(d) No Villa Owner, resident, or lessee shall install wiring for electrical or telephone installations, television or radio antennae, air conditioning or similar appliances outside of a Villa or which protrudes through the walls or the roof of the Villa except as authorized by the Board and required by law.

(e) Use of the pool facilities must be in strict accordance with the posted rules. Children must be accompanied by an adult. Due to the proximity of some Villas to the pool area, loud stereos and radios are not allowed in the pool area.

2. **BYLAW AMENDMENT TWO:** *Sixty Seven and Seventy Nine Hundredths (67.79%) percent of the ownership interest in the Regime voted in favor of amending Article IV, Section 13 of the Bylaws to read as follows:*

Amended-Article IV, Section 13: FINES AND ENJOINMENT OF RULE VIOLATIONS BY VILLA OWNERS. The violation of any Rules or Regulations adopted by the Board, or the breach of the Bylaws, or the Master Deed, shall give the Board the right, in addition to any other rights set forth in these Bylaws:

(a) 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 Bylaws, and the Board shall not hereby be deemed guilty in any manner of trespass;

(b) 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 attorneys' 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

(c) The Association may adopt fines to enforce the Bylaws, Master Deed, and the rules and regulations of the Association. Such fines may be adopted and amended from time to time by a majority vote of the Board as set forth in the Master Deed. Fines may not be levied against any Owner until the schedule of fines have been mailed to all Property Owners in the same manner as Rules and Regulations. Fines shall be collectible by the Association as a Specific Assessment against a Villa Owner's Unit, as set forth in Article 8 of the Master Deed. Villa Owners shall have the right to appeal any Association fine, pursuant to the appeal procedures promulgated by the Board pursuant to Section 5.5 of the Master Deed. All Board appeal determinations shall be final adjudications of all fines and shall not be subject to any further appeal whatsoever.