

COUNTY OF BEAUFORT )  
STATE OF SOUTH CAROLINA ) **SECOND AMENDMENT TO BY-LAWS**

SECOND AMENDMENT TO BY-LAWS FOR  
TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME

THIS SECOND AMENDMENT TO THE BY-LAWS FOR TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME (hereinafter "Amendment") is made as of this 12 day of AUGUST 2021 by Tradewinds at Shelter Cove Owners Association, Inc.

This document amends the By-Laws set out in the Master Deed for Tradewinds at Shelter Cove Horizontal Property Regime as Exhibit "G", said Master Deed being duly recorded on October 18, 2006 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2471 at Page 149-270 (hereinafter the "Master Deed") with the By-Laws being recorded specifically on Pages 247-270 (hereinafter the "By-Laws") and subsequently amended by the First Amendment to Tradewinds at Shelter Cove Horizontal Property Regime being duly recorded on September 30, 2020 in Book 3915 at Pages 1369-1372.

WHEREAS, the Tradewinds at Shelter Cove Owners Association, Inc. (hereinafter the "Association") desires to amend its By-Laws to allow for future annual and special meetings to be conducted remotely using electronic/telephonic/video conferencing or any other form of remote platform available to the Association and its members; and

WHEREAS, the purpose of this Amendment is to allow the Association alternative means to conduct annual and special meetings in the future given the difficulties and hardships experienced by the COVID-19/Coronavirus outbreak in 2020; and

WHEREAS, Article VI Section 9 of the By-Laws provide that the By-Laws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding two-thirds (2/3) of the Total Association Vote; and

WHEREAS, on June 11, 2021 a letter was sent to all members containing a written ballot to conduct an Action by Written Ballot Without Meeting for purposes of approving the proposed Amendment to the By-Laws and setting a ballot receipt deadline of July 12, 2021; and

WHEREAS, twenty-one (21) written ballots were returned to the Association before July 12, 2021; and

WHEREAS, the written ballots received were tallied resulting in a vote of 75.012 percentage owner interest in favor and 0 percentage owner interest against said Amendment to the By-Laws; and

WHEREAS the votes in favor of the By-Law Amendment meets the two-thirds (2/3) threshold of Total Association Vote and the proposed Amendment to the By-Laws was adopted and approved; and

WHEREAS, the language used in this Amendment was presented to the Association membership as set out herein *verbatim* and approved by the membership in accordance with Article VI Section 9 of the By-Laws; and

***NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS*** that the Association does hereby declare:

1. **Recitals:** The foregoing paragraphs and recitals, also known as “Whereas clauses”, are not mere recitals, are incorporated herein as part of this Amendment, and are an integral part hereof.

2. **Definitions:** Unless otherwise specified herein, all terms are to be given the same meaning as set out in Master Deed and By-Laws, including all Exhibits and amendments thereto.

3. **Effective Date:** This Amendment is to be effective upon recording in the Beaufort County land records.

4. **First Adopted Amendment to the By-Laws:** Article II titled “Meeting of Members”, Section 1 titled “Annual Meeting” of the By-Laws is amended by adding a new subsection (a) that shall read as follows:

(a) The Association may wholly or partly conduct the annual meeting remotely using electronic/telephonic/video conferencing or any other form of remote platform available to the Association and its members. If the Board of Directors elects to conduct the annual meeting remotely it shall abide by the following:

- i. The annual meeting notice shall provide the members with any and all information needed to access the annual meeting. The Board of Directors shall ensure that the method of conducting the annual meeting remotely can support attendance from at least one member of each household in the Association.
- ii. The Board of Directors shall use its best judgement in determining the best

remote method by which to allow for remote participation, including the costs and accessibility such method provides as well as the ability to receive comments and motions from the participants and keep order.

- iii. The Board of Directors acknowledges that some members may not be able to participate in an annual meeting using remote access due to a range of issues such as access to technology needed to participate, limitations of said technology in supporting access for all members, or other plausible reason not articulated herein. However, the Board of Directors shall have the duty to use its best judgment to choose the best methods available at that time which ensure access to the greatest number of members at said time after factoring in the health/safety reasons why an in-person meeting is not to be conducted.
- iv. The Board of Directors shall conduct a roll call at the beginning of the meeting to determine which members are present remotely.
- v. Any remote participation shall be deemed as if attended in-person for quorum and voting purposes.
- vi. As the technology of remote corporate meetings advances, this section is not deemed to exclude any additional form of remote participation.
- vii. Except for Director votes, all votes cast remotely shall be by voice vote, whether an Owner casts the vote on their own behalf or as a proxy holder. The Board may adopt another remote method of voting if it chooses. Written ballots for election of Directors may be distributed with the meeting notice and cast in advance. Director election votes may be entered or modified remotely using a secure function of remote meetings that shall keep the vote confidential.

5. **Second Adopted Amendment to the By-Laws:** Article II titled “Meeting of Members”, Section 2 titled “Special Meetings” of the By-Laws is amended by adding a new sentence at the end of the paragraph stating that “Special Meetings may be called and held in the same fashion and using the same criteria as for annual meetings, to include special meetings for Director elections.”

6. **Conflict:** The provisions stated herein constitute an Amendment to the By-Laws and any amendments thereto. Should any of the changes adopted herein conflict only with the Master Deed and/or By-Laws as originally drafted and recorded, this document controls.

7. **Incorporation:** The provisions of the By-Laws, and all valid amendments thereto, which are not modified herein are expressly incorporated into and reaffirmed by this Amendment in the same manner as if the same were expressly set forth herein. This Amendment is intended to comply with the provisions of the aforementioned By-Laws.

8. **MISCELLANEOUS:** This Amendment is intended to comply with the provisions of the aforesaid Master Deed and By-Laws and the South Carolina Horizontal Property Act. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Amendment shall not affect the validity or enforceability of the remaining portions thereof and, in that event, all of the other provisions of the Amendment shall continue in full force and effect as if such invalid provision had never been included therein.

*[SIGNATURE, NOTARIZATION AND ACKNOWLEDGEMENT PAGE FOLLOWS]*

IN WITNESS WHEREOF, the Tradewinds at Shelter Cove Owners Association, Inc., has caused the undersigned, Dr. E. Kendall Roy, its President and duly-authorized signatory, to execute this "SECOND AMENDMENT TO THE BY-LAWS FOR TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME" and certify to its contents, and for the undersigned Secretary, John Grasser, to attest to the President's signature and also certify to the contents hereof, on the date first set forth above.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**TRADEWINDS AT SHELTER COVE  
OWNERS ASSOCIATION, INC.**

Paula Bj  
Witness No. 1

By: Ekendall Roy

Jaclyne Phillips  
Witness No. 2 (Notary Public)

Name: Dr. E. Kendall Roy

Its: President

Attest: John C. Grasser

Name: John Grasser

Its: Secretary

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF BEAUFORT )

**ACKNOWLEDGMENT**

I, the undersigned notary public, do hereby certify that Dr. E. Kendall Roy, as President of Tradewinds at Shelter Cove Owners Association, Inc., personally appeared before me this day and acknowledged execution of the foregoing instrument.

Witness my hand and official seal this 12 day of August, 2021.

Jaclyne Phillips  
Notary Public for South Carolina

My Commission Expires: My Commission Expires  
February 4, 2024