

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF BEAUFORT         )     FOURTH AMENDMENT TO THE  
  )     BY-LAWS OF ST. ANDREWS COMMON  
  )     HORIZONTAL PROPERTY REGIME

THIS FOURTH AMENDMENT made this 2<sup>th</sup> day of July, 2021, by the Board of the Directors of St. Andrews Common Horizontal Property Regime, acting on behalf of the Association 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.

**WITNESSETH**

**WHEREAS**, on or about the 5<sup>th</sup> day of October, 1981, Greenwood Development 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 St. Andrews Common Horizontal Property Regime pursuant to the Horizontal Property Act of South Carolina, the same being recorded on October 23, 1981, in Deed Book 335 at Page 169 and Plat Book 30 at Page 1; and

**WHEREAS**, on or about the 8<sup>th</sup> day of January, 1982, Greenwood Development Corporation executed the First Amendment to Master Deed of St. Andrews Common Horizontal property Regime which First Amendment was recorded on February 12, 1982, in Deed Book 341 at Page 1489 and Plat Book 30 at Page 56; and

**WHEREAS**, on or about the 22<sup>nd</sup> day of February 1982, Greenwood Development Corporation executed the Second Amendment to Master Deed of St. Andrews Common Horizontal Property Regime which Second Amendment was recorded on May 11, 1982, in Deed Book 343 at Page 498 and in Plat Book 30 at Page 73; and

**WHEREAS**, on or about the 9<sup>th</sup> day of March, 1982, Greenwood Development Corporation executed the Third Amendment to Master Deed of St. Andrews Common Horizontal Property Regime which Third Amendment was recorded on March 15, 1982, in Deed Book 343 at Page 956 and Plat Book 30 at Page 74; and

**WHEREAS**, on or about the 23<sup>rd</sup> day of April 1982, Greenwood Development Corporation executed the Fourth Amendment to Master Deed of St. Andrews Common Horizontal Property Regime which Fourth Amendment was recorded on April 27, 1982, in Deed Book 345 at Page 1876 and Plat Book 30 at Page 102; and

**WHEREAS**, on or about April 26, 2002, the Board of the Directors of St. Andrews Common Horizontal Property Regime, acting on behalf of the Association of Co-Owners of said Regime, executed the Amendment to the By-Laws of St. Andrews Common Horizontal Property Regime which Amendment was recorded on July 30, 2002, in Deed Book 1611 at Page 386; and

**WHEREAS**, on or about September 13, 2016, the Board of Directors of St. Andrews Common Horizontal Property Regime, acting on behalf of the Association of Co-Owners of said Regime, executed the Second Amendment to the By-Laws of St. Andrews Common Horizontal Property

Regime which Amendment was recorded on September 26, 2016, in Deed Book 3518 at Page 138; and

**WHEREAS**, on or about July 23, 2018, the Board of Directors of St. Andrews Common Horizontal Property Regime, acting on behalf of the Association of Co-Owners of said Regime, executed the Third Amendment to the By-laws of St. Andrews Common Horizontal Property Regime, which Amendment was recorded on August 1, 2018 in Deed Book 3688 at Page 1743.

**WHEREAS**, the Master Deed at Article Twelfth 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 I; 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**, pursuant to Article XIII Amendments Section 1. Requirements for Amendments, of the By-Laws of the St. Andrews Common Horizontal property Regime, the same may be amended only with the consent of the Owners of Apartments to which at least sixty-seven (67%) percent of the votes in the Association are allocated; and

**WHEREAS**, the Owners of Apartments representing at least sixty-seven (67%) percent of the votes in the Association based upon the percentage assigned to each Apartment as set forth in Exhibit J to the Master Deed desire to amend Article III of the said By-Laws to authorize the Board of Directors during a period of emergency as defined by a super majority of the Board, to postpone and/or conduct the Annual or Special Meetings of the Association electronically; and

**WHEREAS**, the said Association of Co-Owners by written ballot dated April 27, 2021 with a return deadline of May 28, 2021, by an affirmative vote of the Owners of Apartments representing more than sixty-seven (67%) percent of the votes in the Association as shown on Exhibit J of the Master Deed, authorized and directed the Board to execute and have recorded an Amendment to the said By-Laws as it pertains to Article III adding a new Section 9; and

**WHEREAS**, the within Amendment was approved (or deemed to be approved) by eligible mortgage holders about which the Regime has received written notice holding mortgages on apartments which have at least fifty-one (51%) percent of the votes of apartments, subject to eligible holder mortgages.

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

1. **Adding a new Section 9 to Article III as follows:**

Article III – New Section 9

**ASSOCIATION MEETING DURING A PERIOD OF EMERGENCY**

Upon the occurrence of, or anticipated occurrence of, acts of war; riot; terrorism; civil commotion; military disturbances; nuclear or natural catastrophe; significant storm, earthquake, flood or fire, pandemic, or outbreak, or other acts of God; which in the

determination of the Board of Directors, acting on two-thirds vote, with the presence of a quorum, might likely negatively impact the health, safety, and/or welfare of Co-Owners attending an Annual Meeting or Special Meeting of the Association (hereinafter an "Emergency"), then in that event, the Board may, but not be obligated to:

- (a) Postpone such an Annual or Special Meeting until such time as the Board determines the Emergency has passed or sufficiently subsided to allow the meeting to occur. In such event, the Board shall use its best efforts to give written notice of the postponement to each Co-Owner of record at its earliest opportunity using mail or electronic means.
- (b) Hold the Annual or Special Meeting by electronic means as provided in this subsection. Meetings held under this subsection may be conducted through use of Internet meeting services or other electronic means designated by the Board that support determination of co-Owner attendance to confirm the existence of a quorum; confidential voting and support visible displays identifying those participating, identifying those seeking recognition to speak; showing or permitting the retrieval of the text of pending motions and showing the results of votes. These electronic meetings shall be subject to all rules adopted by the Board, to govern them, which may include any reasonable limitations on, and requirements for, co-Owners' participation. Any such rules adopted by the Board shall supersede any conflicting rules in the parliamentary authority. A confidential vote conducted through the designated Internet meeting service shall be deemed a ballot vote, fulfilling any requirement in the bylaws or rules that a vote be conducted by ballot.
- (c) The postponement of a meeting pursuant to subsection A shall not prevent the Board from calling a subsequent meeting by electronic means in the event of an extended Emergency. Likewise, the calling of a meeting by electronic means shall not prevent the postponement of that meeting in the event of a worsening of the Emergency or failure of infrastructure or utility service to conduct the meeting.
- (d) During a period of Emergency as determined under this Section 9, all notices to Co-Owners of Annual or Special Meetings, or postponements or adjournments or reconvening thereof, together with any materials to be provided to Co-Owners in connection with such meetings, may be sent as provided for in these Bylaws, except as otherwise expressly provided, shall be deemed sufficient if sent either via US Mail postage prepaid, to the address shown on the register of Co-Owners; or via electronic mail to last address provided to the Association by the Co-Owner.

IN WITNESS WHEREOF, the Association of Co-Owners of St. Andrews Common Horizontal Property Regime have caused this Amendment to be executed and sealed by its Board of Directors in multiple counterparts effective the date and year first above written.

WITNESS:

ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME

[Handwritten Signature]

By: [Handwritten Signature]  
Name: Ronald R. Rusin  
Its: President

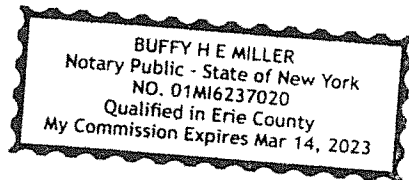
STATE OF New York )  
COUNTY OF Erie )

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Ronald R. Rusin a duly authorized officer of **St. Andrews Common Horizontal Property Regime**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27<sup>th</sup> day of July, 2021.

[Handwritten Signature] (SEAL)  
Notary Public for Erie County, NY  
My Commission expires: March 14, 2023



IN WITNESS WHEREOF, the Association of Co-Owners of St. Andrews Common Horizontal Property Regime have caused this Amendment to be executed and sealed by its Board of Directors in multiple counterparts effective the date and year first above written.

WITNESS:

ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME

Madison Gerry  
Madison Gerry

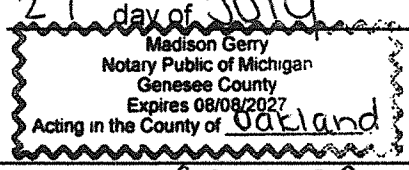
By: [Signature]  
Name: Kent J. Fuson  
Its: Vice President

STATE OF Michigan )  
COUNTY OF oakland )

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Kent Fuson, a duly authorized officer of **St. Andrews Common Horizontal Property Regime**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27 day of JULY, 2021.



Notary Public for Genesee (SEAL)  
My Commission expires: 08/08/2027