100E Finger 1581 BEAUFORT COUNTY SC - ROD BK 03130 PGS 3193-3196 FILE NUM 2012017677 03/30/2012 04:42:04 PM REC'D BY 0 EVANS RCPT# 672465 RECORDING FEES 10.00

)	FIRST AMENDMENT TO THE
)	BY-LAWS OF BERWICK GREEN
ĺ	HORIZONTAL PROPERTY REGIME
)	AND BERWICK GREEN OWNERS'
ý	ASSOCIATION, INC.
))))

WHEREAS, on September 14, 1998, Berwick Green Company, LLC, a South Carolina Limited Liability Company (hereinafter referred to as the "Declarant"), executed that certain Master Deed establishing the Berwick Green Horizontal Property Regime, which Master Deed was recorded on September 24, 1998 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 1080 at Page 1067; and

WHEREAS, pursuant to Article II of the Master Deed, Declarant has caused to be incorporated, under the Laws of the State of South Carolina, an Association known as Berwick Green Owners' Association, Inc. which is governed by the Master Deed and the By-Laws attached thereto; and

WHEREAS, pursuant to the provisions of Article XII of the Master Deed, Berwick Green Owners' Association, Inc. serves as the body by which the Owners manage the affairs of the Regime. The Regime shall be administered in accordance with the provisions of the By-Laws which are incorporated in the Master Deed, made a part thereof and attached thereto as Exhibit "G"; and

WHEREAS, pursuant to Article XIII of the By-Laws, the By-Laws may be amended only with the consent of the Owners of Units to which at least sixty-six and 67/100 (66.67%) percent of the votes in the Association are allocated; and

NOW, THEREFORE, the By-Laws of Berwick Green Horizontal Property Regime and Berwick Green Owners' Association. Inc. are hereby amended to read as follows:

ARTICLE VIII

INSURANCE

- (1) <u>Hazard Insurance</u>. The Board of Directors shall insure the Property, as it may be constituted from time to time, against loss or damage due to fire, windstorm, lightning, and flood, with extended coverage, in an amount not less than the maximum insurable replacement value of the Property as determined by the Board upon recommendation made by the Regime's insurer, it being understood that the Board, at its discretion, may have an appraisal made of the Property for this purpose, or in the amount reasonably obtainable as it relates to the flood coverage. The Board of Directors shall have the authority also to insure against other hazards and risks as it may deem desirable for protection of the Property. All hazard insurance shall cover the entire Property, exclusive only of the contents and furnishings of the individual Unit.
- (4) Premiums and Deductibles. All premiums upon insurance policies purchased by the Board of Directors shall be assessed as Common Expenses to be paid by the Unit Owners through periodic assessments as herein provided. The Board may make a determination to allocate insurance deductibles and assess any non-reimbursable insurance costs in a manner the Board deems appropriate taking, into consideration the type of claim, the portion of the property damaged, and the number of Owners directly affected by the damage. After such consideration, the Board may determine the pro rata share of such insurance deductibles and non-reimbursable insurance costs to be allocated to and/or paid by either all Unit Owners or some of the Unit Owners affected by the damage, in proportion to the value of the respective repairs. In the event substantially all the property is destroyed, the non-reimbursable expenses shall be shared by all Owners based on each Owners' pro rata value as set forth in the Master Deed.
- (6) Insurance by Unit Owners. Each Unit Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property, wall coverings, decorations, and furnishings within his own Unit, and the additions and improvements made by him to the Unit and board allocated deductibles and assessments as described in amended Article VIII (4) above. In addition each Unit Owner is responsible for obtaining, at his sole expense, insurance covering any other portion of his Unit as defined and described in the Master Deed as well as for any items described in Article V. Section 4 (a) (5) of the Master Deed to the extent not covered by the Association policy. Each Unit Owner shall also be responsible for obtaining, at his own expense, insurance covering his liability for the safety of the premises within his Unit. All such insurance policies shall include, however, provisions waiving (i) any right of the

insurer to subrogation claims against the Association and against individual Unit Owners, as well as their agents, servants, employees, and guests; and (ii) any right of the insurer to contributions or pro-ration because of the master hazard policy.

Pursuant to the provisions of Article XIV, Section 3 of the By-Laws, the President or Vice-President and Secretary or Assistant Secretary of the Association are authorized to execute this Amendment to the By-Laws.

IN WITNESS WHEREOF, the Assortant to be executed this 20 day of	ciation has caused this First Amendment to the By-
LAWS to be exceeded this day or	2012
WITNESSES:	BERWICK GREEN HORIZONTAL PROPERTY REGIME and BERWICK
0	GREEN OWNERS' ASSOCIATION, INC.
Surcelvall	By: Wellen 1 Nahre
Stavie a. Jacol	Its: President
STATE OF SOUTH CAROLINA	PROBATE
COUNTY OF BEAUFORT)	
within named Berwick Greek Horizontal	the undersigned witness and oath that s/he saw the Property Regime and Berwick Green Owners'
Association, Inc. by William Gehry sign, seal, and as the act and deed of said corp the By-Laws of Berwick Green Horizontal	poration, deliver the foregoing First Amendment to Property Regime and Berwick Green Owners'
Association, Inc. and that s/he with the other v	
	Shu Ellion_
	(Witness)

Notary Public for South Carolina
My Commission Expires:

My Commission Expires November 23, 2015

Sworn to and Subscribed before

WITNESSES:	BERWICK GREEN HORIZONTAL
X	PROPERTY REGIME and BERWICK GREEN OWNERS' ASSOCIATION, INC.
Sam ellich	By: Willim & rehoke
$O(4 \cdot O(1))$	Its: Prusent
Stace a. Jose	
STATE OF SOUTH CAROLINA)	
;	PROBATE
COUNTY OF BEAUFORT)	
PERSONALLY appeared before me the un	ndersigned witness and oath that s/he saw the
within named Berwick Greek Horizontal Prope Association, Inc. by William Gencke	erty Regime and Berwick Green Owners
sign, seal, and as the act and deed of said corporati	
the By-Laws of Berwick Green Horizontal Proj	perty Regime and Berwick Green Owners'
Association, Inc. and that s/he with the other witness	s, witnessed the execution thereof.
	Sim Color
	(Witness)

Sworn to and Subscribed before me this day of Murch

My Commission Expires: My Commission Expires November 23, 2015