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AMENDMENT TO BYLAWS

OF

LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC. A Corporation Not for Profit

THIS AMENDMENT TO BYLAWS (this "First Amendment"), is made this 11th day of January, 2014 by LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC., a South Carolina nonprofit corporation (the "Association")

WHEREAS, the Board of Directors and the Owners desire to amend the ByLaws of the Association as more particularly set forth herein.

NOW THEREFORE, for and in consideration of the benefits to be derived by the Owners and each and every subsequent owner of any property located within Lake Estates, a Condominium, the Association hereby amends the ByLaws adopted on July 30, 2007 (the "ByLaws") as follows:

- 1. All capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed thereto in the ByLaws.
- 2. Section 1.4 is hereby amended by deleting the term "36 Persimmon Street, Suite 203, Bluffton, South Carolina 29910" and inserting "the office of the then current Property Manager of the Condominium".
 - 3. Section 2.2 is hereby deleted and the following is inserted in lieu thereof:
 - "2.2 Quorum. A Quorum at meetings of Members shall consist of the presence, in person or by proxy, of Members representing not less than twenty-five percent (25%) of the total percentage of the ownership of the Common Elements entitled to vote upon any matter arising at said meeting."
 - 4. Section 2.6 is hereby deleted in its entirety and the following is hereby inserted in lieu of thereof:
 - "2.6 <u>Voting; Proxies; Ballots</u>. A member may vote either in person or by proxy or by written ballot. All limited Proxies shall be in writing, signed by the Member entitled to vote, shall be filed with the Secretary of the Condominium Association prior to or at the meeting at which they are to be used and shall only be effective for their specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any Proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every Proxy shall be revocable at any time at the pleasure of the person executing it. Holders of Proxies need not be owners. All ballots shall be in writing, shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid

only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The Board may deliver ballots and consent forms by personal delivery, U.S. Mail, facsimile transmission, e-mail, or other electronic means. Owners shall deliver their vote by signed ballot or consent from by whatever means is specific by the Board. All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years."

- 5. Section 2.7 is hereby amended by deleting the term "Units" and inserting "total percentage of the ownership of the Common Elements" in lieu thereof.
- 6. Section 3.1 is hereby amended by deleting the term "January 2 and April 30" and inserting "November 15 and December 31" in lieu thereof.
- 7. Section 3.2 is hereby amended by deleting "a majority of the Units" and inserting "at least five percent (5%) of the total percentage of the ownership of the Common Elements".
- 8. Section 3.3 is hereby deleted in its entirety and the following is inserted in lieu thereof:
- Notice of Meeting; Waiver of Notice. Notice of all meetings of the members shall be given by the Secretary or in the absence of the Secretary, another officer of the Condominium Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of the meeting. Each notice of a regular meeting shall be given to each Member not less than ten (10) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed, e-mailed or delivered personally to each Member. Notices of the annual meeting shall include a copy of the budget for the following year. Notices of special meetings shall be given as set forth above and shall be mailed, e-mailed or delivered personally to each Member not less than ten (10) days prior to the special meeting unless a Director is to be elected at such meeting and shall state the purpose or purposes for which the meeting is called. Notices of annual meeting shall include a preliminary ballot which lists all candidates and any information sheets on candidates as provided in Section 4.2. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his post office address as it appears on the records of the Condominium Association, with postage thereon prepaid. If emailed, such notice shall be deemed properly given when sent to the e-mail address on

file with the Association. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Condominium Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member."

- 9. Section 4.2 (g) is hereby deleted.
- 10. Section 4.4 is hereby deleted in its entirety and the following is inserted in lieu thereof:
- "4.4 <u>Regular Meeting</u>. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. All meetings of the Board at which a quorum is present shall be open to all Members of the Condominium Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, telegram, electronic mail or telecopy at least three (3) days prior to the day named for such meeting, unless notice is waived."
- 11. Section 4.8 is hereby deleted and "<u>4.8 Intentionally Deleted</u>." is inserted in lieu thereof.
- 12. Section 7.3 is hereby deleted and the following is inserted in lieu thereof:
- "7.3 Budget Meeting. If a budget is adopted by the Board which requires assessment of the Unit Owners in any budget year exceeding 115% (not including costs of insurance) of such assessments for the preceding budget year, upon written application of Unit Owners holding ten percent (10%) of the total percentage of ownership in the Common Elements received by the Board within twenty-one (21) days after adoption of the annual budget, a special meeting of the Unit Owners shall be held upon not less than ten (10) days written notice to each Unit Owner but within sixty (60) days of adoption of the annual budget, at which special meeting Unit Owners may consider and enact the budget. Any such adoption of the budget shall require an affirmative vote of Owners owning a majority vote of the total percentage of the ownership of the Common Elements. The Board may in any event first propose a budget to the Unit Owners at any such meeting of Member or by writing, and if such budget or proposed budget is approved by a majority of the total percentage of the ownership of the Common Elements, either at such meeting or by writing, such budget shall not thereafter be reexamined by the Unit Owners in the manner hereinabove set forth. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled."
- 13. Section 9.3 is hereby deleted and the following is inserted in lieu thereof:
- "9.3 Approval and Certificate. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Owners owning a

majority of the total percentage of the ownership of the Common Elements. Such vote may be taken at any meeting at which a quorum is present. Unit Owners may be present at the meeting in person or by proxy as allowed by applicable law. In the alternative, any amendment may be adopted, without a formal meeting of the Members, by a single instrument, or written consents, executed by Members owning a majority of the total percentage of the ownership of the Common Elements. A copy of such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Condominium Association, and a copy thereof so certified, and with identification on the first page thereof of the book and page of the public records where the Master Deed is recorded, shall be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina."

- 14. The following is inserted immediately following Section 10.2:
- "10.2.1 <u>Complaint Process</u>. Any Unit Owner or interested party may file a complaint in writing or email with the Board if they feel a violation has occurred. The Board will attempt to keep the name of the complainant confidential. The Board and any of its committees may also record a possible violation as a result of its periodic property inspections."
- "10.2.2 <u>Initial Attempt to Resolve</u>. The first and preferred approach to resolve any potential non-parking violation issues will be for a member or members of the Covenants Committee or of the Board to speak directly with the alleged violator in a timely manner to reach a resolution. If this approach fails, a written or e-mail notice of violation will be issued."
- 15. Sections 10.3 and 10.4 are hereby deleted and the following is inserted in lieu thereof:
- "10.3 Notice of Violation. The Board of Directors or the Covenants Committee, if one is appointed by the Board, may determine whether there is probable cause to assert that a Unit Owner or other person is violating, or has violated, any of the provisions of the Master Deed, the Articles of Incorporation, these Bylaws, or the rules and regulations of the Condominium Association, all as may be supplemented and amended from time to time. In the event the Board of Directors or Covenants Committee determines that such probable cause exists, the Board of Directors shall thereupon provide written or e-mail notice to the person alleged to be in violation, and/or the Owner of the Unit which that person occupies, or of which that person is a guest, if that person is not the Owner, of the specific nature of the alleged violation, including a statement setting forth the provisions of the Condominium documents allegedly violated, a short and plain statement of the matters asserted by the Condominium Association, the proposed remedy, and a deadline for compliance or appeal. Notices of parking violations may also be issued by placing a violation notice directly on vehicles. No fine shall be assessed if the violation is a first time offense and is corrected within ten (10) days of the date of the violation notice (one (1) day in the event of a parking violation), and a commitment is made to not

repeat the offense. If not corrected in the aforesaid timeframe, each recurrence of the alleged violation, or each day during which the alleged violation continues, shall be deemed a separate offense, subject to a separate fine, not to exceed One Hundred Dollars (\$100) for each offense."

- "10.4 Hearing. The offending Unit Owner may request a hearing within ten (10) days after the receipt of the written or email violation notice. If a hearing is timely requested, the Board, or the Covenants Committee appointed by the Board to address such violations, shall hold a hearing at a date and time and at a place set by the Board or the Committee, and shall hear and receive the response of the alleged violator and/or Unit Owner if other than the alleged violator, including written and oral argument on all issues involved and shall hear any witnesses that the alleged violator, the Unit Owner, or the Board or committee, or its agents, may produce. No outside legal or other representation shall be permitted. Notwithstanding anything to the contrary set forth herein, the Board shall have the right to deny a request for a hearing for an alleged violation with repeat offenses."
- "10.5 Notice of Fines. Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgement and cure are timely and properly made, the committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the committee determines that there is sufficient evidence to support a finding that a violation or violations occurred, it shall send a written notification or email to the alleged violator, and the Unit Owner if other than the alleged violator, that fines will be assessed and levied as provided herein unless the violations are corrected within three (3) days from the date of the notice of the committee. No further notice or hearing shall be necessary to enable the Condominium Association to levy fines for an uncorrected violation or violations, or recurring violations substantially similar to violation for which a hearing opportunity was previously provided. Notwithstanding anything to the contrary set forth herein, the preceding procedure for notice of fines shall not apply to parking violations for which fines will be immediate."
- 16. Except as amended by this Amendment, all terms and conditions of the ByLaws shall remain in full force and effect. In the event of a conflict between the terms of the ByLaws and the terms of this Amendment, the terms of this Amendment shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Association has executed this Amendment on the day and year above first written.

| WITNESSES: | LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC. |
|---|--|
| Brendi Watthews Signature of witness Walker Word Cork | By: Im leval Name: Tom Kendall Its: President |
| Signature of witness Signature of witness Miller Wordcock | By: Michell Name: Steve Mitchell Its: Vice President |
| Signature of witness | (Corporate Seal) |
| STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT |)) ACKNOWLEDGMENT) |
| hereby certify that Tom Kendall as President | FEREUARY |
| | (Signature of Notary Public and Seal) Notary Public for Beaufert Court, Sc. My commission expires: Way 1/2 201/2 |

Exhibit "A" SECRETARY'S CERTIFICATION

I, Ron Lee, the undersigned duly authorized Secretary of Lake Estates Property Owners Association, Inc., a South Carolina non-profit corporation (the "Association"), do hereby certify that this Amendment to ByLaws was duly approved on January 11, 2014 by at least a seventy-five percent (75%) majority of the members of the Association present, or represented by proxy, or ballot, at a meeting of the members duly noticed.

This 14th day of January, 2014.

Signed, sealed and delivered this 14th day of January, 2014 in the presence of: FERRUARY

Unofficial Witness

Ron Dee

Notary Public Beautout Courty SC My Commission Expires: Way 16, 2016

[NOTARY SEAL]

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