

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

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Direct- SUMMERVILLE PLACE HOMEOWNERS

Total Pages: 12

Indirect- SUMMERVILLE PLACE HOMEOWNERS

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$25.00

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Margaret Bailey

Margaret Bailey - Register of Deeds

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

**FIRST AMENDMENT TO
BY-LAWS OF SUMMERVILLE PLACE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, this is the First Amendment to By-Laws of Summerville Place Homeowners Association, Inc. ("Amendment").

WHEREAS, the Summerville Place Homeowners Association, Inc. ("Association") is constituted to provide and charged with the operation, care, upkeep and maintenance of the Association and its property, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by the law or provisions of the Declaration of Covenants, Conditions and Restrictions for the Summerville Place ("Declaration") recorded January 21, 1988, in Volume 602 at Page 79, the Supplementary Declaration of Covenants, Conditions, Easements and Restrictions of Summerville Place Subdivision ("Supp. Declaration") recorded January 21, 1988, in Volume 602 at Page 67, and the By-Laws of Summerville Place Homeowners Association, Inc. ("Bylaws") recorded July 6, 2021, in Volume RB13480 at Page 164 with the Dorchester County Register of Deeds. The Declaration, Supp. Declaration, Bylaws and all promulgated rules, regulations, guidelines, policies and the like hereinafter collectively referred to as "Governing Documents".

WHEREAS, the Association has determined it is in its best interests to amend the Bylaws.

WHEREAS, Article XIV of the Bylaws states that the Bylaws may be amended by "a vote of a majority of a quorum of members present at a meeting . . ."

WHEREAS, Section 6 of Article V of the Bylaws provides that the presence of "members entitled to cast, *sic* ten percent (10%) of the votes appurtenant to each class . . . shall constitute a quorum for any action except as otherwise provided . . ."

WHEREAS, at a duly held meeting December 4, 2021, this Amendment was put to a vote of the Owners/Members. The required quorum was present and this Amendment was approved by the requisite number of Owners/Members, and the vote was certified as having been duly adopted in Exhibit A, attached hereto and incorporated herein.

NOW, THEREFORE, in order to protect and preserve a safe, secure, valued and attractive community, to maintain good order and property values, and to promote the common good, the Bylaws, and any prior amendments to either, are hereby amended as follows.

1. The foregoing recitals are and shall be deemed material and operative provisions of this Amendment and not mere recitals, and are fully incorporated herein by this reference.
2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration, Supp. Declaration and Bylaws.

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Charleston, SC 29412

3. Article I of the Bylaws is hereby amended by the deletion of the second sentence and its replacement in its entirety with the following new sentence, in bold:

The principal office of the corporation shall be determined by the Board of Directors in its sole discretion and from time to time. The current address is: Summerville Place Homeowners Association, Inc. c/o Dorchester Real Estate Services, Inc., 217 N. Parler Avenue, St. George, SC 29477.

4. Article II of the Bylaws is hereby amended by the deletion of all its sections, Sections 1 through 10, and their replacement in their entirety with the following language, in bold:

The terms defined in the Declaration of Covenants, Conditions and Restrictions for the Summerville Place and the Supplementary Declaration of Covenants, Conditions, Easements and Restrictions of Summerville Place Subdivision are incorporated herein by reference.

5. Section 1 of Article V of the Bylaws is hereby amended by the deletion of the language of such section and its replacement in its entirety with the following new language, in bold:

The annual meetings of the Association shall be held on such dates and at such times as the Board of Directors shall determine.

6. Section 3 of Article V of the Bylaws is hereby amended by the deletion of the language of such section and its replacement in its entirety with the following new language, in bold:

Section 3. Intentionally deleted.

7. Section 4 of Article V of the Bylaws is hereby amended by the deletion of the language of such section and its replacement in its entirety with the following new language, in bold:

All meetings of the Association shall be held at such place, date, time and/or form as the Board of Directors may direct.

8. Section 5 of Article V of the Bylaws is hereby amended by the deletion of the language of such section and its replacement in its entirety with the following new language, in bold:

Written notice of each meeting of the members stating the time, date, form and/or place of the meeting and in the case of a special meeting, the business proposed to be transacted, shall be given by, or at the direction of, the Secretary or person authorized to call the meeting not less than fifteen (15) days nor more than fifty (50) days before the date of the meeting to each member entitled to vote thereat. Failure to deliver proper notice of a meeting of the members shall not invalidate any action

taken at the meeting unless (1) a member who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up or (2) a member who is not present and was not given proper notice objects in writing to the lack of proper notice within three (3) days following the meeting, in which case the action objected to shall be void. Waiver in writing of the notice signed by a member, before or after the meeting, shall be the equivalent of proper notice.

9. The heading of Section 6 of Article V of the Bylaws is hereby amended by the insertion of the following new language, in bold:

Section 6. Quorum and Voting.

10. Section 6 of Article V of the Bylaws is hereby amended by the deletion of the last sentence only of such section and its replacement in its entirety with the following new language, in bold:

A proxy form may be sent to members with a notice of meeting, and a member may execute and properly return the proxy form in lieu of attending such meeting. In the event members are afforded such opportunity to participate and vote either via the execution of the proxy form sent with the notice of meeting, which includes such data as is then available relative to issues on which there will be a vote, or in person by attendance at the meeting, then any member absent from the meeting who did not execute and return such proxy form shall be deemed present for the purpose of determining the presence of a quorum. Once quorum is established, it shall be deemed present or sufficient for quorum purposes for the remainder of the meeting. Except as may be otherwise expressly provided for in the Declaration of Covenants, Conditions and Restrictions for the Summerville Place, the Supplementary Declaration of Covenants, Conditions, Easements and Restrictions of Summerville Place Subdivision, these Bylaws or by law, matters approved by the members in good standing, either in person or by proxy, entitled to cast a majority of the total vote of each class of membership shall constitute the official act of the Association. A proxy form may be sent to members with a notice of meeting, which includes such data as is then available relative to issues on which there will be a vote, and a member may execute and properly return the proxy form in lieu of attending such meeting. In the event members are afforded such opportunity to participate and vote either via the execution of the proxy form sent with the notice of meeting or in person by attendance at the meeting, then the failure of any member absent from the meeting who did not execute and return such proxy form shall constitute a proxy to and for the majority present and voting.

11. Article V of the Bylaws is hereby amended by the addition of a new section, Section 10, as follows, in bold:

Section 10. Written or Electronic Ballot. Unless expressly prohibited or limited by the Articles of Incorporation or these Bylaws, any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting

if the Association delivers a written or electronic ballot to every member entitled to vote on the matter, which ballot shall: set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written or electronic ballot pursuant to this section is 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. All solicitations for votes by written or electronic ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the corporation in order to be counted. Except as otherwise expressly provided in the Articles of Incorporation or these Bylaws, a written or electronic ballot may not be revoked.

12. Section 2 of Article VI of the Bylaws is hereby amended by the deletion of the last sentence of such section and its replacement in its entirety with the following new sentence, in bold:

Directors shall be members in good standing of the Association.

13. Section 3 of Article VI of the Bylaws is hereby amended by the deletion of the language of such section and its replacement in its entirety with the following new language, in bold:

There shall be no term limits for a director and a director may be elected to succeed himself or herself.

14. Section 4 of Article VI of the Bylaws is hereby amended by the deletion of the language of such section and its replacement in its entirety with the following new language, in bold:

Nominations for election to the Board of Directors shall be made by the Board of Directors and may also be made from the floor at the annual meeting.

15. Subsections (a) and (b) of Section 1 of Article VIII of the Bylaws are hereby amended by the deletion of the language of those two sections and their replacement in their entirety with the following new language, in bold:

(a) make, modify, repeal and enforce reasonable rules, regulations, policies, guidelines and the like governing the conduct on, and use and enjoyment of, the Lot, Common Area and Properties, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and/or the Common Area use/access rights of a member during any period in which the member shall be in default in the payment of any assessment or other charge, or otherwise in violation of the Articles of

Incorporation, this Declaration of Covenants, Conditions and Restrictions for the Summerville Place; the Supplementary Declaration of Covenants, Conditions, Easements and Restrictions of Summerville Place Subdivision; these Bylaws; all promulgated rules, regulations, policies, guidelines and/or the like, and any amendments or supplements to any of them, (hereinafter collectively "Governing Documents");

16. Subsection (c)(3) of Section 2 of Article VIII of the Bylaws is hereby amended by the deletion of the language of such section and its replacement in its entirety with the following new language, in bold:

(3) at the discretion of the Board, foreclose the lien against any property for which assessments are not paid within sixty (60) days after the due date and/or bring an action at law against the owner personally obligated to pay the same.

17. Subsections (e) and (f) of Section 2 of Article VIII of the Bylaws are hereby amended by the deletion of the language of such sections and their replacement in their entirety with the following new language, in bold:

(e) procure and maintain such insurance for the Association as required by the Governing Documents, as well as such insurance as may be desired by the Board of Directors in its sole discretion, and in such amounts as reasonably determined by the Board of Directors in its sole discretion;

(f) cause all directors, officers or employees having fiscal responsibilities to be bonded or insured, as the Board may deem appropriate;

18. Article X of the Bylaws are hereby amended by the deletion of the language of such section and its replacement in its entirety with the following new language, in bold:

The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose, and upon such appointment, shall designate a chairman of such committee.

19. Article XII of the Bylaws are hereby amended by the deletion of the language of that Article and its replacement in its entirety with the following new language, in bold:

Assessments are set forth in the Declaration of Covenants, Conditions and Restrictions for the Summerville Place.

20. Article XV of the Bylaws are hereby amended by the deletion of the heading and language of that Article and its replacement in its entirety with the following new heading and language, in bold:

ARTICLE XV
AUTHORITY AND ENFORCEMENT

The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules, regulations, policies, guidelines and the like governing the conduct on, and use and enjoyment of the property subject to the Declaration of Covenants, Conditions and Restrictions for the Summerville Place and the Supplementary Declaration of Covenants, Conditions, Easements and Restrictions of Summerville Place Subdivision ("Properties"). The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, rules, policies, liens and charges now or hereafter imposed by the Governing Documents. The Association may also by suit recover monetary damages. The Association shall further have the right to enforce the Governing Documents (including, without limitation, all restrictions, conditions, covenants, reservations, easements, rules, policies, liens and charges now or hereafter imposed by the Governing Documents) by fines, penalties and/or the suspension of the rights to vote and/or access/use of the Common Areas.

In addition, the Association, through the Board, may exercise self-help to enforce the Governing Documents and/or cure violations (including, but not limited to, performing maintenance upon a failure by the Owner to do so or the towing, booting or immobilization of vehicles in violation of the Governing Documents). In any such self-help exercise by the Association, the Owner shall be solely responsible for the violation for which abatement is sought, for the abatement of the violation and for all costs and expenses thereof, including without limitation, late charges, interest, reasonable attorneys' and paralegal fees and expenses, court costs, all collection costs, and/or any other amounts provided or permitted hereunder or by law, whether or not any suit or action is filed. Such abatement and all costs and expenses thereof shall be a lien against the applicable property, the personal obligation of the applicable Owner, deemed an assessment and collectible as such.

Nothing herein shall be construed to prevent the Association from pursuing any other remedy under the Governing Documents or applicable law for violations of the Governing Documents, or from combining a fine with any other remedy or requirement to redress any violation, including without limitation, self-help to the extent permitted by the law. The Board shall further have the authority at all times to avail itself of self-help, assistance and/or relief as it deems necessary, without prior notice, if it determines, in its sole and absolute discretion, a violation or circumstance constitutes a material danger to persons or property, or requires immediate action, or for any other substantial reason.

Failure by the Association, or any Owner, to enforce any covenant, condition, restriction or easement shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to recover reasonable attorneys' and paralegal fees, costs, expenses, interest, charges and any other amounts provided or

permitted hereunder or by law from the violating or breaching Owner for its enforcement of the Governing Documents, whether or not any action is filed.

21. The Bylaws are hereby amended by the addition of a new article, Article XVIII, as follows, in bold:

**ARTICLE XVIII
NOTICE AND TECHNOLOGY**

(a) Notice required to be given or sent under any Governing Documents shall be in writing and shall be deemed to have been properly delivered (i) three business (3) days after being deposited in the United States mail, First Class postage prepaid; (ii) upon delivery when delivered by personal delivery or a nationally recognized and reputable courier service; and/or (iii) unless prohibited by law, upon delivery when sent by those Acceptable Technological Means (as defined below) by which delivery is direct to such party and is immediate such as by, but not limited to, email, texts, instant messaging and the like when sent to the applicable address of the party who appears as (or for) the Owner in the records at the time of sending; provided, however, with regard to the Board of Directors, if the Governing Documents permit notice for a meeting by verbal, audio or other methods, such means shall be in addition, not in limitation, to this Article. Notice to one of two or more members or owners shall constitute notice to all. Each party is obligated to promptly notify the Secretary in writing of the correct address and of any change of address. If a party has not notified the Secretary in writing of such address or change of address, the notice shall be sufficient if delivered to the Lot or to the address identified by an online search of the assessor's office in the county where the property is located as the address for the 'current owner' of the Lot. Any Owner may, by written waiver, waive notice and such waiver, when filed in the records of the Association whether before or after the meeting, shall be deemed equivalent to the giving of such notice to such Owner.

(b) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (x) any notice or communication required to be sent or received; (y) any signature, vote, consent or approval required to be obtained; or (z) any payment required to be made under the Governing Documents may be accomplished by the use of "acceptable technological means" (as defined below). This Article shall govern the use of such "acceptable technological means" in implementing the provisions of the Governing Documents dealing with notices, payments, signatures, votes, consents or approvals.

1. **Acceptable Technological Means.** To the extent permitted by law, the Association and its Owners and residents may send and receive notices, consent, approve, vote, sign, transfer funds or make/receive payments, communicate, conduct business, and perform any obligation or exercise any right (collectively hereinafter, "Conduct Business") by the use of "Acceptable Technological Means".

Acceptable Technological Means includes, without limitation, electronic or digital delivery, communications, transmissions, means or the like over the internet, or other community, platform, network or the like, whether by direct connection, intranet, telecopier, email, text, instant message or other generally available technology, platform or means which exists, or may develop, that, by determination of the Board, in its sole discretion, is deemed to provide reasonable security, reliability, identification and verifiability.

2. Owners and Residents are Automatically Opted-In; Opt-Out.

A. Owners and residents shall be automatically deemed to consent to Conduct Business by use of Acceptable Technological Means.

B. A party who does not have reasonable access to Acceptable Technological Means may opt-out of Conducting Business by use of Acceptable Technological Means upon written notice to the Association of such opting-out upon the terms below.

3. Signature Requirements. A signature by or through Acceptable Technological Means meeting the requirements of applicable law shall satisfy any requirement for a signature under the Governing Documents or applicable law provided that a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be available in non-electronic, non-digital or other non-technological form.

4. Funds Transfer. Owners and residents may transfer funds or make/receive payment of sums to and from the Association by Acceptable Technological Means provided a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be available in non-electronic, non-digital or other non-technological form.

5. Voting. Voting, consent to and approval of any matter under or pursuant to the Governing Documents or applicable law may be accomplished by Acceptable Technological Means (A) provided that a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be maintained in non-electronic, non-digital or other non-technological form; or (B) applicable law permits the same.

6. Non-Technology Alternatives. If any party has opted-out as provided above, the Association shall make reasonable accommodation, if possible, for such party to Conduct Business without use of such Acceptable Technological Means until such Acceptable Technological Means have become generally (if not universally) accepted in similar communities in the area.

7. This Article shall not apply to any notice related to any lien, or any enforcement, collection or foreclosure action or like proceedings by the Association.

(c) Further due to such ongoing development of new technologies and corresponding changes in business practices, to the extent not prohibited by law now or in the future, in the event of emergency and/or extraordinary circumstances which render in-person meetings of the Board, membership, committees and/or the like impossible, substantially imprudent or substantially impractical, the Board may determine and direct, in its sole discretion, to hold any such (1) meeting in person, or by remote, virtual, electronic, digital and/or like communication or other Acceptable Technological Means (collectively "Other Means"), or by a combination thereof, provided that the attendance or presence of a member can be determined at such meeting by the person presiding at the meeting, and/or (2) voting in person, or by Other Means, or by a combination thereof, provided that as to any voting, a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be maintained in non-electronic, non-digital or other non-technological form and is not expressly prohibited by law. Any meeting or vote which can be reasonably delayed, in the sole discretion of the Board, until such time as the emergency and/or extraordinary circumstances have resolved, or sufficiently resolved, should be delayed. The foregoing notwithstanding and if not prohibited by law, with regard to meetings of the Board, the Board may at any time determine (1) to hold any meeting of the Board in person or by Other Means, or by a combination thereof, provided that the attendance or presence of a director can be determined by the person presiding, and/or (2) to vote in person, or by Other Means, or by a combination thereof, provided that a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be maintained in non-electronic, non-digital or other non-technological form.

(d) Any reference in the Governing Documents to notice, meeting, voting, quorum and/or "in person" shall be revised to conform to this Article, even if any such references are not specifically amended by this Amendment. Further, any reference in the Governing Documents to "in person" as it relates to meeting, voting or quorum shall include being present and/or attending by Other Means, even if any such reference is not specifically otherwise amended by this Amendment. With regard to the Board of Directors, if the Governing Documents permit notice for a meeting by verbal, audio or other methods, such means shall be in addition, not in limitation, to this Article.

22. Except as expressly modified by this Amendment, the Bylaws shall remain in full force and effect. This Amendment shall be effective upon recording.

WITNESS my hand and seal this 20 day of December, 2021.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SUMMERVILLE PLACE
HOMEOWNERS ASSOCIATION, INC.

A. Col
Witness #1

Cindy Norman
By: Cindy Norman
Its: President

Brenda Casey
Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named, Cindy Norman, President of Summerville Place Homeowners Association, Inc., sign, seal, and as his/her act and deed, deliver the within the First Amendment to By-Laws of Summerville Place Homeowners Association, Inc. for the uses and purpose therein mentioned, that s/he is not a party to or beneficiary of the transaction, and that s/he with the other witness witnessed the execution thereof.

A. Col
Witness #1

SWORN and subscribed to before me this
20 day of December, 2021.

Brenda Casey
Notary Public for South Carolina
Printed Name of Notary: Brenda Casey
My commission expires: 7/20/2020


EXHIBIT A

CERTIFICATION

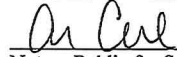
Personally appeared before me, the undersigned President of Summerville Place Homeowners Association, Inc., who, being duly sworn, alleges and states as follows:

1. I am the duly elected President of Summerville Place Homeowners Association, Inc.
2. I am over eighteen (18) years of age, competent, and make this Affidavit on personal knowledge.
3. At a duly held meeting on December 4, 2021, the foregoing the First Amendment to By-Laws of Summerville Place Homeowners Association, Inc., to which this Exhibit A is attached, was put to a vote of the Owners/Members. The required quorum was present and such Amendment was approved by the requisite number of Owners/Members.
4. I have certified, and am hereby certifying, the vote of the membership of Summerville Place Homeowners Association, Inc., and I certify the vote to have been as stated herein.

FURTHER THE AFFIANT SAYETH NOT.


 President

SWORN and subscribed to before me
 this 20 day of December, 2021.


 Notary Public for South Carolina
 Printed Name of Notary: Emily Clark
 My Commission Expires: February 3, 2026