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BELLE TERRE HOMEOWNERS ASSOCIATION, INC.

BOARD RESOLUTION

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Terre
and
First Amendment to By-Laws of Belle Terre Homeowners Association, Inc.

WHEREAS, the Board of Directors ("Board") of Belle Terre Homeowners Association, Inc. ("Association") is responsible for the management, operation and control of the Belle Terre community and the Association, 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 provisions of the Declaration of Covenants, Conditions and Restrictions for Belle Terre ("Declaration") and the By-Laws of Belle Terre Homeowners Association, Inc. ("Bylaws") recorded January 11, 2005, in Book F522 at Page 561 with the Register of Deeds for Charleston County, South Carolina. The Declaration was amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Terre recorded January 26, 2005, in Book V523 at Page 850; Subjection of Lots to Declaration of Covenants, Conditions and Restrictions for Belle Terre recorded June 22, 2005, in Book E542 at Page 798; Second Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Terre recorded July 16, 2009, in Book 0068 at Page 447; and Third Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Terre recorded April 30, 2012, in Book 0248 at Page 431. The Declaration as amended by the foregoing hereinafter referred to collectively as "Declaration". The Articles of Incorporation, Declaration, Bylaws, and all promulgated rules, regulations, guidelines, policies and the like, as each may be amended or supplemented, hereinafter collectively referred to as the "Governing Documents".

WHEREAS, for the best interests of and benefit for the Association, its Members and Belle Terre, the Board of Directors ("Board") hereby amends the Declaration and Bylaws.

WHEREAS, Section 9.1 of Article 9 of the Declaration states that the Declaration may be amended upon being "proposed and adopted by a vote of not less than seventy-five percent (75%) of the then existing Board of Directors."

WHEREAS, Section 1 of Article XVIII of the Bylaws provides that the Bylaws may be amended upon "the approval of the proposed amendment by vote of two-thirds (2/3) of the then-existing Board of Directors."

WHEREAS, Section 6 of Article III of the Bylaws states that a "majority of the Board of Directors shall constitute a quorum for the transaction of business . . ."

WHEREAS, written notice of the proposed amendments was given to the Board providing a "general description of the proposed amendment and the purpose of the proposed amendment."

WHEREAS, a duly held and authorized meeting of the Board, the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Terre and First Amendment to By-Laws of Belle Terre Homeowners Association, Inc. ("Amendment"), attached hereto as **Exhibit 1** and incorporated herein by reference, were proposed and put to a vote of the Board. The required quorum was present, and this Resolution and the attached Amendment were approved by the requisite number of directors.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BELLE TERRE
and
FIRST AMENDMENT TO BY-LAWS OF BELLE TERRE HOMEOWNERS
ASSOCIATION, INC.**

WHEREAS, this is the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Terre and First Amendment to By-Laws of Belle Terre Homeowners Association, Inc. ("Amendment").

WHEREAS, the Belle Terre 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 Belle Terre ("Declaration") and the By-Laws of Belle Terre Homeowners Association, Inc. ("Bylaws") recorded January 11, 2005, in Book F522 at Page 561 with the Register of Deeds for Charleston County, South Carolina. The Declaration was amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Terre recorded January 26, 2005, in Book V523 at Page 850; Subjection of Lots to Declaration of Covenants, Conditions and Restrictions for Belle Terre recorded June 22, 2005, in Book E542 at Page 798; Second Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Terre recorded July 16, 2009, in Book 0068 at Page 447; and Third Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Terre recorded April 30, 2012, in Book 0248 at Page 431. The Declaration as amended by the foregoing hereinafter referred to collectively as "Declaration". The Articles of Incorporation, Declaration, Bylaws, and all promulgated rules, regulations, guidelines, policies and the like, as each may be amended or supplemented, hereinafter collectively referred to as the "Governing Documents".

WHEREAS, the Board has determined it is in the best interests of the Owners/Members, Association and community to amend the Declaration and Bylaws.

WHEREAS, Section 9.1 of Article 9 of the Declaration states that the Declaration may be amended upon being “proposed and adopted by a vote of not less than seventy-five percent (75%) of the then existing Board of Directors.”

WHEREAS, Section 1 of Article XVIII of the Bylaws provides that the Bylaws may be amended upon “the approval of the proposed amendment by vote of two-thirds (2/3) of the then-existing Board of Directors.”

WHEREAS, Section 6 of Article III of the Bylaws states that a “majority of the Board of Directors shall constitute a quorum for the transaction of business . . .”

WHEREAS, written notice of the proposed amendments was given to the Board providing a “general description of the proposed amendment and the purpose of the proposed amendment.”

WHEREAS, at a duly called meeting of Directors on July __, 2022, this Amendment was proposed and put to a vote of the Directors. The required quorum was present and this Amendment was approved and adopted by the requisite number of Directors.

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 Declaration and 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 and Bylaws.

Amendments to Declaration

3. Subsection 1.1.4. of Section 1.1 of Article 1 of the Declaration is hereby amended by the addition of the following new language at the end of the sentence thereof, in bold and underline:

. . . and special assessments, **and individual assessments**.

4. Article 1 of the Declaration is hereby amended by the addition of a new section, 1.1.21, term and definition as follows, in bold:

1.1.21. “Governing Documents” means the Articles of Incorporation, this Declaration, the Bylaws, and any and all promulgated rules, regulations, standards, guidelines, policies, and the like of the Association, as each may be adopted, repealed, amended and/or supplemented.

5. Section 5.4 of Article 5 of the Declaration is hereby amended by the deletion of the heading and language of such section and their replacement in their entirety with the following new heading and language, in bold and underline:

5.4. RULES AND SANCTIONS.

The Board of Directors shall have the authority, from time to time and in its sole discretion, to adopt, amend, repeal, supplement and enforce reasonable rules, regulations, policies, standards, guidelines and the like governing the use, administration and operation of the Property, and the conduct of persons thereon,

subject to the terms of this Declaration and the Bylaws (collectively, "Rules"). Further, the Board of Directors shall have the authority, from time to time and in its sole discretion, to establish reasonable fees for Association services (such as architectural review), for guests or for the special use of the Common Areas, and reasonable fines, sanctions and/or suspensions for violations of the Governing Documents, including the suspension of an Owner's right to vote and right to use Association services (such as architectural review) and the Common Areas. Any such suspension of rights may be for the duration of the violation and for an additional period thereafter, not to exceed thirty (30) days, as determined by the Board in its sole discretion; except in the case of a delinquent Assessment or charge, in which case such suspension may continue until the payment is made in full, as determined by the Board in its sole discretion. Fines shall be due and payable upon receipt, except as may be otherwise determined by the Board. The Board shall have the right to charge a fine for each violation of the Governing Documents, with repeat and continuing violations subject to additional fines, sanctions, suspensions and/or penalties as determined within the sole discretion of the Board, including without limitation, a daily fine until such time as the violation is cured or removed. An Owner shall be responsible for any fine, penalty and/or sanction for any violation arising out of or related to a Lot, or caused by or arising out of an act or omission by the Owner, tenant or resident, or the family members, tenants, guests, invitees and licensees of any of them.

6. Section 5.5 of Article 5 of the Declaration is hereby amended by the deletion of the second to last sentence only of the first paragraph of such section in its entirety, as follows in bold and strikeout:

. . . do not have to be Lot Owners. ~~In the event said Board, . . . to have been fully complied with.~~ Declarant may appoint an architect . . .

7. Section 5.5 of Article 5 of the Declaration is hereby amended by the deletion of the second to last sentence only of the second paragraph of such section and its replacement in its entirety with the following new sentences, in bold and underline:

. . . for any such damage. **The Board of Directors shall have the authority, from time to time and in its sole discretion, to adopt, amend, repeal, supplement and enforce reasonable rules, regulations, policies, standards, guidelines and the like governing any construction, change, improvement and alterations to or on any Lot, or any part thereof, including, without limitation, any improvements, structures and landscaping; to establish fines, sanctions and suspensions; and to determine the fees for the review of plans and requests. The Board of Directors may, from time to time, delegate some or all of such authority to an Architectural Control Committee.** The initial fee . . .

8. Section 6.3 of Article 6 of the Declaration is hereby amended by the deletion of the second sentence only of such section and its replacement in its entirety with the following new sentence, in bold and underline:

... shall be delinquent. All delinquent Assessments shall incur (a) an administrative charge for each month, or any portion of any month, from the date each such payment is due until payment in full is received by the Association, which administrative charge shall be determined by the Board from time to time in its sole discretion and such charge as of the date hereof shall be \$25.00, and (b) bear interest at eighteen percent (18%) per annum or the maximum permitted by law, whichever is greater, from the due date until paid in full. No Owner may . . .

9. Section 6.6 of Article 6 of the Declaration is hereby amended by the deletion of the language of such section and its replacement in its entirety with the following language, in bold:

Delinquent Owners shall be responsible for all interest, charges and costs of collection (including, without limitation, reasonable attorney's fees and expenses) for any enforcement, collection or other actions of the Association, whether or not suit is filed. Such foregoing sums shall be added to the Assessments and the lien provided for herein shall include all such sums. Further, all such foregoing sums shall be collectible in the same manner as an Assessment.

10. Subsection (f) of Section 8.3 of Article 8 of the Declaration is hereby amended by the deletion of the second sentence of such subsection and its replacement in its entirety with the following new sentence, in bold and underline:

... reinforced or stabilized. Fences and like barriers are not permitted in front of the main dwelling or the front yard, may be permitted for a side and rear yard (in the sole discretion of the Architectural Control Committee), shall not exceed forty-eight inches (48") in height unless a greater height is required by a governing authority or is a reasonable insurance requirement for a Lot, and shall be of such materials, location and construction as approved by the Architectural Control Committee. The Board shall have the authority to establish other restrictions, requirements or conditions for any fence or like barrier adjacent to Parrot Creek or any of its tributaries. No chain link . . .

11. Section 8.14 of Article 8 of the Declaration 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:

No house trailers, campers, RV's or other habitable motor vehicles of any kind; buses; motorcycles; trucks or commercial vehicles over one (1) ton capacity; trailers; and/or boats and other watercraft shall be kept, stored or parked overnight on any Lot, any street or any other part of the Development, except if within an enclosed garage; provided, however, the foregoing may be temporarily parked for a period of less than seventy-two (72) hours on a street in front of or on the driveway of the applicable Lot for the purposes of loading, unloading or cleaning. Mobile homes and manufactured homes are not permitted on any Lot or any other part of the Development.

12. Section 9.1 of Article 9 of the Declaration 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:

Amendments to this Declaration, other than those authorized by Section 9.2, shall be approved and adopted by a vote of not less than sixty-seven percent (67%) of the Members of the Association. Notwithstanding the foregoing, this Declaration may also be amended by the approval of the majority of the Board of Directors and without the consent of the Association, any Member or Owner, or any other Person, if in the Board's opinion and sole discretion, such amendment is necessary to: (i) bring any provision of this Declaration into compliance or conformity with the provision of any applicable governing statute, rule, regulation, judicial determination or law that is in conflict with this Declaration; (ii) enable any reputable title insurance company to issue title insurance coverage with respect to any Lot subject to this Declaration; (iii) enable any reputable mortgagee to make a mortgage loan on any Lot or other improvements subject to this Declaration; (iv) to enable any reputable insurer to provide insurance for any Lot or other improvements subject to this Declaration; or (v) clarify any provision of this Declaration or eliminate any conflict between provisions of this Declaration.

13. Section 9.3 of Article 9 of the Declaration 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:

Each Owner, tenant and resident, and the family members, tenants, guests, invitees and licensees of any of them, shall comply strictly with the Governing Documents. Failure to comply therewith shall be grounds for imposing fines, sanctions, penalties and/or suspensions, and/or for instituting an action to recover sums due, for damages and/or for injunctive relief or specific performance, such action to be brought by the Board on behalf of the Association, or in a proper case, by an aggrieved Owner. All costs, including without limitation, fines, interest, charges, reasonable attorney's and paralegal fees and legal expenses, and/or any other amounts provided or permitted hereunder or by law, incurred by the Association in any such enforcement, collection or other action shall be paid by the violating Owner (or the Owner of the Lot from which the violation arises or is related), whether or not any suit is filed. Failure on the part of the Association, or in such a proper case by an aggrieved Owner, to exercise any right, power or remedy provided herein or by law shall not be deemed a waiver of the right to enforce such right, power or remedy. No right or action shall accrue in favor of, nor shall any action be brought or maintained by, any Person against the Association for or on account of any failure to take action on account of any purported or threatened violation or breach by any other Person.

In addition, after reasonable notice and opportunity to cure, the Association may exercise self-help to enforce the Governing Documents and/or cure violations. In any

such self-help exercise by the Association, the Owner shall be responsible for the violation for which abatement is sought, for the expenses of curing the abatement, and for all costs, including without limitation, fines, interest and charges including, without limitation, reasonable attorney's and paralegal fees and legal expenses, and/or any other amounts provided or permitted hereunder or by law, whether or not any suit is filed. Such abatement and all costs and expenses thereof shall be an Assessment and collectible as such. The Board shall 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.

All fines, costs of abatement and all other costs set forth in this Section shall be deemed an individual assessment against the applicable Owner and Lot, and all the provisions of the Governing Documents relating to the late payment of Assessments shall be applicable. The Board shall have the power to impose all of any combination of the sanctions and remedies provided herein, in this Declaration and in the law. Nothing in this Section or the Governing Documents shall be construed as to prevent the Association from pursuing any other remedy under the Governing Documents or applicable law for collections, enforcement or violations, 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 regarding the enforcement of any violations of the Governing Documents.

Except with respect to the failure to pay Assessments or other charges due and owing, an Owner shall have the right to appeal any violation issued. Any such appeal must be in writing and must be submitted to the Board of Directors within fourteen (14) days of the date of the issuance of such violation. The Board will consider all timely appeals at its next regularly, scheduled meeting affording such Owner a reasonable opportunity to be heard. The Board may from time to time establish rules of conduct for such a hearing, which may include, without limitation, limits on time, witnesses and the number of participants who may be present. The minutes of the meeting shall contain a written statement of the results of the hearing, or alternatively, in the Board's sole discretion, the Board shall issue a decision thereon in writing to the applicable Owner. The Board's decision on such appeal shall be final. The notice requirement shall be deemed satisfied if an Owner submits a written appeal.

14. Section 9.4 of Article 9 of the Declaration is hereby amended by the deletion of the last three sentences of such section in their entirety, as follows in bold and strikeout:

~~. . . an additional ten (10) year period. The Members may vote to amend this Declaration . . . which is contrary to this statement shall be valid.~~

15. Section 9.11 of Article 9 of the Declaration is hereby amended by the deletion of the heading and language of such section and their replacement in their entirety with the following new heading and language, in bold:

9.11. NOTICE AND NEW TECHNOLOGY

(a) Notice required to be given or sent under any Governing Document shall be in writing and shall be deemed to have been properly delivered (1) five (5) business days after being deposited in the United States mail, First Class postage prepaid; (2) upon delivery when delivered by personal delivery or a nationally recognized and reputable courier service; and/or (3) 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, text, instant messaging and the like when sent to the applicable address of the party who appears as (or for) the member 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 means, 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 correct address or change of address, the notice shall be sufficient if delivered to the last known address, 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 member 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 member.

(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 Section 9.11 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 Members/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, wireless, virtual, electronic or digital delivery, communications, transmissions, means or the like over the internet, or other community, network or

the like, whether by direct connection, intranet, telecopier, email, text, instant message or other generally available technology or means which exists, or may develop, and that, by determination of the Board, in its sole discretion, is deemed to provide reasonable security, reliability, identification and verifiability.

2. Members/Owners and Residents Automatically In; Opt-Out.

A. Members/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. Members/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. Acceptable Technological Means shall not apply to any notice related to any lien, or any enforcement, collection or foreclosure action or like proceedings by the Association, until and except to the extent expressly permitted by applicable law.

(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, in writing 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 such 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, whether by technology or a director or officer attending the meeting, 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; provided, however, with regard to the Board of Directors, if the Governing Documents permit meeting or voting by verbal, audio or other means, such means shall be in addition, not in limitation, to this Article.

(d) Any reference in the Governing Documents to notice, meeting, voting, quorum and/or "in person" shall be revised to conform to this Section 9.11, 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 amended by this Amendment.

Amendments to Bylaws

16. Section 1 of Article I of the Bylaws is hereby amended by the deletion of the second paragraph of such section, as follows in bold and strikeout:

~~**The Board of Directors of ... thereof to such member.**~~

17. Section 4 of Article II of the Bylaws is hereby amended by the deletion of the first sentence only of such section and its replacement in its entirety with the following new sentence, in bold and underline:

Written notice stating the manner, place, day and/or time of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting to each member. A member may . . .

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

Quorum and Voting. The quorum required for any action which is subject to a vote of members shall be the presence, in person or by proxy, of members entitled to cast twenty-five percent (25%) of the total vote of each class of membership. A proxy form may be sent to members with a notice of meeting which includes information on the matters to be voted on, 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 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. Further, except as may be otherwise expressly provided for in the Declaration, these Bylaws or the law, matters approved by those members entitled to cast a majority of the total vote of the Association shall constitute the official act of the Association. A proxy form may be sent to members with a notice of meeting which includes information on the matters to be voted on, 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 any member absent from the meeting who did not execute and return such proxy form shall constitute a proxy to and for the majority voting.

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

Action by Written or Electronic Ballot. 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. A written or electronic 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 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: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter other than election of directors; and (c) specify the time by which a ballot must be received by the Association in order to be counted.

20. Article II of the Bylaws is hereby amended by the addition of a new section, Section 9, as follows, in bold:

Section 9. Proxies. Each member may vote in person or by proxy. All proxies shall be in writing and signed by the person or authorized representative entitled to vote; filed with the Secretary or President of the Association no later than the start of the meeting; and shall be valid for the meeting identified therein or such other deadline as may be provided for in such proxy. Any proxy may be revoked prior to the time a vote is cast according to such proxy, and in any event, a proxy shall automatically cease and terminate upon the conveyance of the Lot by the Owner/Member. No proxy shall be required for any action which is subject to a referendum in accordance with the Declaration.

21. Section 5 of Article III of the Bylaws is hereby amended by the deletion of part of the first sentence and the entire second sentence of such section, as follows in bold and strikeout:

When notice of any meeting of the Board of Directors is required, such notice shall be given at least five (5) days previous to such meeting ~~by written notice delivered . . . the records of the Association. If mailed, such . . . addressed sealed envelope.~~ Any Director may . . .

22. Subsection (a) of Section 1 of Article IV of the Bylaws is hereby amended by the insertion of the following new language into such subsection, in bold and underline:

. . . the use of the Common Areas, **the Lots and the Property, and any part thereof,** and the personal conduct . . .

23. Subsection (b) of Section 1 of Article IV of the Bylaws is hereby amended by the deletion of the language of such subsection and its replacement in its entirety with the following new language, in bold:

Suspend the voting rights and the right to use of the Common Areas and Association services (such as architectural review) of a member delinquent in the payment of Assessments or charges, or in violation of the Governing Documents, as more fully provided in the Declaration;

24. Subsection (g) of Section 1 of Article IV of the Bylaws is hereby amended by the deletion of the language of such subsection and its replacement in its entirety with the following new language, in bold:

(g) Foreclose the lien against the applicable Lot for delinquent Assessments and/or bring an action at law against the applicable Owner personally obligated to pay the same, as determined in the sole discretion of the Board, and as more fully provided in the Declaration; and

25. Section 1 of Article IV of the Bylaws is hereby amended by the addition of a new subsection, (h), as follows, in bold:

(h) establish and appoint an Architectural Control Committee, in its sole discretion and from time to time, as more fully provided in the Declaration.

26. Subsection (c) of Section 2 of Article IV of the Bylaws is hereby amended by the deletion of two subsections thereof, subsections (3) and (4), in their entirety as follows, in bold and strikeout:

~~(3) foreclose the lien . . . pay same; and~~
~~(4) provide for a Architectural Control Committee;~~

27. Article XI of the Bylaws is hereby amended by the deletion of the heading and language of such article (including both sections) and their replacement in their entirety with the following new heading, in bold:

ARTICLE XI
RESERVED

28. Article XIII 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:

As more fully provided in the Declaration, each member is obligated to pay to the Association assessments and charges, which are secured by a continuing lien upon the applicable Lot and are the personal obligation of the applicable Owner.

29. Section 1 of Article XVI 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 Board shall have the authority, from time to time and in its sole discretion, to adopt, amend, repeal and enforce reasonable rules, regulations, policies, standards, guidelines and the like, as more fully provided in the Declaration.

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

Notice, Advanced Technology, Meetings and In-Person. Any reference in the Bylaws to notice, meeting, voting, quorum and/or "in person" shall be revised to conform to Section 9.11 of Article 9 of the Declaration, even if any such references are not specifically amended by this Amendment. Further, any reference in these Bylaws to "in person" as it relates to meeting, voting or quorum shall also be revised to conform to Section 9.11 of Article 9 of the Declaration, even if any such reference is not specifically amended by this Amendment. With regard to the Board of Directors, if the Bylaws permit notice for a meeting by verbal or audio means, such means shall be in addition, not in limitation, to Section 9.11 of Article 9 of the Declaration.

31. Except as expressly modified by this Amendment, the Declaration and Bylaws shall remain in full force and effect. In the event of a conflict between the Declaration and this Amendment, this Amendment shall control, and in the event of a conflict between the Bylaws and this Amendment, this Amendment shall control.

Signatures on next page.

WITNESS my hand and seal this 20th day of July, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness #1

[Signature]
Witness #2 / Notary Public

BELLE TERRE HOMEOWNERS
ASSOCIATION, INC.

[Signature]
By: Janice Adler
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named, Janice Adler, President of Belle Terre Homeowners Association, Inc., sign, seal, and as his/her act and deed, deliver the within the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Terre and First Amendment to By-Laws of Belle Terre 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.

[Signature]
Witness #1

SWORN and subscribed to before me this
20 day of July, 2022.

[Signature]
Notary Public for South Carolina
Printed Name of Notary: JANE L. LITTON
My commission expires: June 12, 2029

6-12-2029

EXHIBIT A

CERTIFICATION

Personally appeared before me the undersigned who, being duly sworn, allege and state as follows:

1. We/I are/am the duly elected President and Secretary of Belle Terre Homeowners Association, Inc., over eighteen (18) years of age and competent, and make this Affidavit on personal knowledge.

2. At a duly called meeting of the Directors on 7-20, 2022, the foregoing Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Terre and First Amendment to By-Laws of Belle Terre Homeowners Association, Inc., to which this Exhibit A is attached, was proposed and adopted by a vote of not less than seventy-five percent (75%) of the Board of Directors. The required quorum was present and such Amendment was approved by the requisite number of Directors.

3. We/I have certified, and are/am hereby certifying, the vote of the Directors and certify the vote to have been as stated herein.

FURTHER THE AFFIANTS SAYETH NOT.

Jonu C. Rob
President
Sam Bass
Secretary

SWORN and subscribed to before me
this 20 day of June, 2022.

Janet L. Linton
Notary Public for South Carolina
Printed Name of Notary: JANET L. LINTON
My Commission Expires: June 12, 2024

6-12-2024