

STATE OF SOUTH CAROLINA)
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COUNTY OF BEAUFORT)
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**SEVENTH AMENDMENT TO THE
BY-LAWS OF MARINERS
COVE HORIZONTAL
PROPERTY REGIME**

THIS AMENDMENT to the By-laws of Mariners Cove Horizontal Property Regime (hereinafter "Amendment") is made this 3rd day of October, 2019 by Mariner's Cove Horizontal Property Regime, Inc., a South Carolina non-profit corporation.

WITNESSETH

WHEREAS, such amendments will take effect as of the date in which they are recorded in the Office of the Register of Deeds for Beaufort, SC; and

WHEREAS, on August 8, 1977, Citizens and Southern Realty Investors recorded that certain Master Deed for Mariners Cove Horizontal Property Regime in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 251 at Page 1709 (hereinafter "Master Deed") and

WHEREAS, incorporated in the Master Deed as Exhibit "F" were the By-Laws of the Mariners Cove Horizontal Property Regime (hereinafter "By-Laws"); and

WHEREAS, the By-Laws were amended by documents recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 287 at Page 1148; in Book 335 at Page 1755; in Book 362 at Page 1217; in Book 1619 at Page 280; in Book 1720 at Page 869; and in Book 3507 at Page 1523.

WHEREAS, the By-Laws provide that they may be amended by the approval of the co-owners representing at least two-thirds (2/3) of the total value of the Mariners Cove Horizontal Property Regime; and

WHEREAS, the co-owners of the Mariners Cove Horizontal Property Regime duly approved and adopted these amendments to the By-Laws by vote.

NOW THEREFORE, through the process set forth in the Master Deed by a vote of two-thirds (2/3) or more of the co-owners, the By-Laws of Mariners Cove Horizontal Property Regime are hereby amended and incorporated as set forth below:

1. **RECITALS.** Each and every recital stated above is incorporated herein as if repeated verbatim.

2. **ARTICLE II: VOTING, MAJORITY OF CO-OWNERS, QUORUM, PROXIES, Section 1: VOTING** is amended to remove "An Owner must also have the individual insurance required in ARTICLE XII of these bylaws," such that Section 1 shall read as follows:

Voting shall be on a percentage basis, and the percentage of the vote to which the Unit Owner is entitled is the percentage assigned to the Unit or Units in the Master Deed. Only Unit Owners in good standing shall be entitled to vote on any issue or matter presented to the owners for approval. In order to be in good standing, an Owner must be current in payment of all assessments, including regime fees and outstanding violations levied against the Owner's Unit. There shall be only one vote per Unit. If Unit ownership consists of more than one Owner, or if the Unit is owned by a corporation, partnership or some similar entity, then the Owner or Owners shall designate one of the Unit Owners of said Unit to act as the voting Unit Owner.

3. **ARTICLE II: VOTING, MAJORITY OF CO-OWNERS, QUORUM, PROXIES, Section 4: PROXIES** is amended to add the sentence "Only Owners in good standing may act as/be appointed proxies," such that Section 4 shall read as follows:

At all meetings of Owners, each Owner may vote in person or by proxy. The appointment form or proxy shall be in writing and received by the Secretary, or if designated by the Board, the Assistant Secretary or Management Agent before the appointed time of the meeting. Any proxy appointment form distributed by any person to the Owners shall afford the opportunity to specify a choice of approval or disapproval of each matter or group of matters to be acted upon and set forth in the notice of the meeting, or in the case of the election of members of the Board of Administration, the name or names of the candidates for Board membership. The appointment shall provide that where the Owner specifies a choice, the vote shall be cast by the proxy in accordance with that choice. The form shall also identify the person or persons acting as the proxy and the length of time for which it will be valid. Only Owners in good standing may act as/be appointed as proxies. The Owner's signed proxy appointment shall be delivered to the secretary by hand delivery, by U.S. Mail, or by such other means as shall be permitted under South Carolina Law, including, but not limited to, and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

4. **ARTICLE III: UNIT OWNERS, Section 1: OWNER RESPONSIBILITIES** is amended to add "and approving the annual budget," such that Section 1 shall read as follows:

The Owners shall have the responsibility of administering the Regime, electing the Board of Directors, and approving the annual budget.

5. **ARTICLE IV: BOARD OF DIRECTORS, Section 1: NUMBER AND QUALIFICATIONS** is amended and altered such that Section 1 shall read as follows:

The affairs of the Regime shall be governed by a Board of Directors (hereinafter referred to as "Board") comprised of five (5) persons. All members of the Board must be Unit Owners in good standing.

6. **ARTICLE IV: BOARD OF DIRECTORS, Section 3: SPECIFIC POWERS AND DUTIES** is amended and altered such that Section 3, Subsection ii. shall read as follows:

ii. Proposal of an annual budget for the Regime.

7. **ARTICLE V: ELECTION AND REMOVAL OF DIRECTORS, Section 4: DISQUALIFICATION AND RESIGNATION OF BOARD MEMBERS** is amended to alter the last sentence to read, "Ceasing to be an Owner or failing to be in good standing shall automatically constitute a tender of resignation, effective when such resignation is accepted by the Board of Directors," such that Section 4 shall read as follows:

Any Board member may resign at any time by sending written notice of such resignation to the office of the Regime, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon mailing. No Board member shall continue to serve on the Board if, during the term of office, he or she shall cease to be either a Unit Owner or to be in good standing. Ceasing to be an Owner or failing to be in good standing shall automatically constitute a tender of resignation, effective when such resignation is accepted by the Board of Directors.

8. **ARTICLE XI: USE OF UNITS, Section 1: INTERNAL OR EXTERNAL CHANGES**, is amended to eliminate subsection (c), which currently reads, "All structural modification or alterations, or other changes to the general or limited common elements as of the date of these By-Laws shall be deemed to have been approved by the Board or by the Regime Owners as noted above," such that Section 1 shall read as follows:

(a) All Units shall be used for residential purposes only.

(b) An Owner shall not make permanent structural modifications or alterations in his Unit, to the exterior of his Unit, the stairs, balconies, or terraces appurtenant thereto or to the general common elements immediately adjacent to his Unit without previously notifying the Board, in writing, through the Management Agent, or through the President if no Management Agent is employed. The Regime shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. No Unit Owner shall make any changes whatever to any of the General Common Elements, except as enumerated above, without approval

of two-thirds (2/3) of the Owners of the Regime. Examples of such permanent structural modification include, but are not limited to, such matters as removing or enlarging balconies, terrace or decks to which there is direct access from the interior of a Unit, installation of exterior windows or doors, the changing of exterior lighting on the side of the Unit facing the parking lot, attaching arbors or similar structures to the gate or wall surrounding a Unit, extending the fence line between Units, or raising or otherwise modifying the grade of the land behind a Unit in such a manner as to affect the flow of water either onto or off of the land, removal or erection of gutters, remodeling any room within the Unit by enlarging or reducing the size of a room, removal of, modification of, or addition or interior walls within a Unit.


(c) Any structural modification or alteration hereinafter made by an Owner without the approval of the Board or the Regime, as noted above, may, at the option of the Board, be removed at the expense of the Unit Owner.

IN WITNESS WHEREOF, MARINERS COVE HORIZONTAL PROPERTY REGIME has caused this Seventh Amendment to the BY-LAWS of MARINERS COVE HORIZONTAL PROPERTY REGIME to be executed this 3rd of October 2019.

We so adopt:

Mark T. Megliore
Witness 1 MARK T. MEGLIORE

Cynthia M. Howe
Witness 2/Notary


Mariners Cove Horizontal Property Regime, Inc.

By: Charlie King
BOARD OF DIRECTORS PRESIDENT

STATE OF SC)
COUNTY OF Beaufort) **ACKNOWLEDGMENT**

I, the undersigned Notary, hereby certify that before me, in the State and County aforesaid, personally appeared Charlie King known to me (or satisfactorily proven) to be person(s) whose name(s) is/are subscribed to the within Seventh Amendment to the By-Laws for Mariners Cove Horizontal Property Regime, who acknowledged the due execution of the foregoing Amendment.

Witness my hand and seal this 3rd day of October, 20 19.

Cynthia N. Horne
Print Notary Name Cynthia N. Horne
My Commission Expires: 8/28/29

Prepared by:
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Cynthia N. Horne
NOTARY PUBLIC
State of South Carolina
My Commission Expires
August 28, 2029

Bluffton, South Carolina
This day Oct 3, 2019