

Cross Reference:

Book 3624

Page 395

STATE OF SOUTH CAROLINA)

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COUNTY OF CHARLESTON)

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BP0948338

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THIRD AMENDMENT TO
 AMENDED AND RESTATED MASTER DEED
 SHELMORE VILLAGE HORIZONTAL PROPERTY REGIME
 and
 FIRST AMENDMENT TO BYLAWS OF
 MEETING STREET AT SHELMORE PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, this is the Third Amendment to Amended and Restated Master Deed Shelmore Village Horizontal Property Regime and the First Amendment to ByLaws of Meeting Street at Shelmore Property Owners Association, Inc. ("Amendment").

WHEREAS, the Meeting Street at Shelmore Property Owners Association, Inc. ("Association") is constituted to provide and charged with the operation, care, upkeep and maintenance of the Association and its property as provided for in the Amended and Restated Master Deed Shelmore Village Horizontal Property Regime, as may be amended, ("Master Deed") and ByLaws of Meeting Street at Shelmore Property Owners Association, Inc., as may be amended, ("Bylaws") recorded February 22, 2013, in Book 0312 at Page 392 with the Charleston County Register of Deeds. The Master Deed was amended by that First Amendment to the Amended and Restated Master Deed Shelmore Village Horizontal Property Regime recorded October 3, 2013, in Book 0365 at Page 413, Unit 17 Subdivision Amendment Shelmore Village Horizontal Property Regime recorded October 17, 2013, in Book 0368 at Page 414 and Second Amendment Amended and Restated Master Deed Shelmore Village Horizontal Property Regime recorded November 8, 2013, in Book 0372 with the Charleston County Register of Deeds (the Master Deed and such amendments hereafter collectively referred to as, "Master Deed"). Hereinafter, the Articles of Incorporation, Master Deed, Bylaws and any promulgated rules, regulations and guidelines, and any amendments and supplements to any of them, may collectively be referred to from time to time as the "Governing Documents".

WHEREAS, Article IX of the Master Deed provides that the Master Deed may be amended upon "the affirmative vote of 67% of the Co-Owners."

WHEREAS, Article X, Section 2 of the Bylaws states that the Bylaws may be amended "by a vote of sixty-seven percent (67%) of the total vote" of the Co-Owners. Article X, Section 4 further provides that the "amendment with a certificate certifying the amendment was duly adopted shall be executed by the Directors . . ."

WHEREAS, Article IV, Section 5 of the Bylaws provides that "the presence of Members representing one-half (1/2) of the eligible votes of Members as set forth in Exhibit E, in person or proxy shall constitute a quorum for the purpose of transacting business. Where a quorum is

present , the acts approved by a Majority of the Members present (in person or by proxy), shall constitute a decision of the Members”

WHEREAS, via a written consent/written-electronic ballot in lieu of a special meeting this Amendment was put to a vote of the Co-Owners/Members. The required quorum was present and this Amendment was approved by the requisite number of Co-Owners/Members.

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 Master Deed and Bylaws are hereby amended, and any prior amendments to any of them, and the same 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 Governing Documents.

Amendments to Master Deed

3. Section (l) of Article I of the Master Deed is hereby amended by the insertion at the end of section (l) of the following new language, in bold:

, and the Unit main entrance door and frame, windowpanes, window frames, exterior door and door frames, and exterior light fixtures.

4. Article IV of the Master Deed is hereby amended by the deletion of the second paragraph and its replacement in its entirety with the following new language, in bold:

The interior of each Unit is described as being bound by the unfinished surface of its lower most floor, upper most ceiling, exterior and common walls, but shall exclude the main entrance door and frame, windowpanes, window frames, exterior door and door frames, and exterior light fixtures. Each Unit includes, and each Unit Owner shall be responsible for all finished surfaces of the Unit, paint, plaster, wallpaper (if any), tiles, paneling (if any), sheetrock or other drywall material, acoustic or ceiling tile, carpeting, and interior non- load-bearing walls contained within the boundaries of each Unit as shown on the Floor Plans attached hereto, together with all interior doors, light fixtures, installed bathroom and kitchen appliances, all plumbing gas and heating fixtures, and equipment, perimeter heating, ventilating and air conditioning ("HVAC") units (including the fans inside the units), heating equipment. Plumbing gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes attached to fixtures, appliances and equipment to which they are attached, and any

special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but, shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceiling or floors of the Building. Each Unit also includes any special equipment, fixtures or facilities affixed, attached or appurtenant to the Unit to the extent located within a Unit and serving or benefiting only the Unit.

5. Section 2 of Article V of the Master Deed is hereby amended by the deletion of such Section 2 and its replacement in its entirety with the following new language, in bold:

Section 2. Limited Common Area. The Limited Common Areas are: (i) the Unit main entrance door and frame, windowpanes, window frames, exterior door and door frames, and exterior light fixtures; (ii) as designated on Exhibit B; described in Exhibit C; and/or (ii) as shall be otherwise designated by the Co-Owners of the Association.

6. Article V of the Master Deed is hereby amended by the insertion of a new section, Section 3, as follows, in bold:

Section 3. Maintenance and Repair. All maintenance, repairs and replacements to the General Common Areas and the Limited Common Areas shall be made by the Association and shall be charged to all Units as a Common Expense, except any maintenance, repairs or replacements to Limited Common Areas that are expressly made the responsibility for a specific Unit or Units by another provision of this Master Deed, or any amendment or supplement thereto. If any maintenance, repair or replacement of any portion of any General Common Area and the Limited Common Area is required because of the act (intentional or otherwise), omission, neglect or carelessness of a Co-Owner (or by that of the Co-Owner's family members, guests, employees, agents, lessees, residents, occupants, licensees or invitees), then such Co-Owner shall be responsible for such maintenance, repair or replacement. Any expenses incurred by the Association for such maintenance, repair or replacement that is not paid or payable from insurance proceeds to the Association shall be a personal obligation of such Co-Owner; and, if the Co-Owner fails to repay or cause to be repaid such expenses in a timely manner after notice of the amount owed, then the failure to so repay shall be collectible in the same manner as an assessment against the Co-Owner and the Unit.

7. Section 18 of Article XVI of the Master Deed is hereby amended by the deletion of the second sentence and its replacement in its entirety with the following new sentence, in bold:

The areas to be so maintained include, but are not limited to, paint or stain, roofs, gutters, downspouts, chimneys, vents, fences, walls, shutters, mailboxes, driveways, walks, exterior building surfaces, exterior lighting, lawns, trees, landscaping, main entrance doors and frames, windowpanes, window frames, exterior door and door frames, and exterior light fixtures.

8. Article XVI of the Master Deed is hereby amended by the insertion of a new section, Section 24, as follows, in bold:

Section 24. Co-Owner Liability. A Co-Owner shall be liable for the expense of any and all maintenance, repair or replacement rendered necessary by the act (intentional or otherwise), omission, neglect or carelessness of the Co-Owner or by that of the Co-Owner's family members, guests, employees, agents, lessees, residents, occupants, licensees or invitees and for all damages to any other Unit, property or Common Area caused by the failure of the Co-Owner to maintain or make timely and appropriate repairs and maintenance that are the responsibility of the such Co-Owner, but only to the extent that such expense is not paid or payable from insurance proceeds of the Association.

Amendment to Bylaws

9. Section 3 of Article VIII of the Bylaws is hereby amended by the deletion of Section 3 and its replacement in its entirety with the following new language, in bold

Section 3. Co-Owner Liability. A Co-Owner shall be liable for the expense of any and all maintenance, repair or replacement rendered necessary by the act (intentional or otherwise), omission, neglect or carelessness of the Co-Owner or by that of the Co-Owner's family members, guests, employees, agents, lessees, residents, occupants, licensees or invitees and for all damages to any other Unit, property or Common Area caused by the failure of the Co-Owner to maintain or make timely and appropriate repairs and maintenance that are the responsibility of the such Co-Owner, but only to the extent that such expense is not paid or payable from insurance proceeds of the Association.

10. Except as expressly modified by this Amendment, the Master Deed and Bylaws shall remain in full force and effect. To the extent there is a conflict between the Master Deed and the Bylaws and this Amendment, this Amendment shall control.


11. This Amendment shall be effective upon recording.

Signatures on next page.

WITNESS my hand and seal this 9 day of December, 2020.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

MEETING STREET AT SHELMORE
PROPERTY OWNERS ASSOCIATION,
INC.



Witness #1

Judith Rabin

By: 
Its: President

Amanda C. Thompson

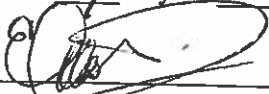
Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named, Judith Rabin, President of Meeting Street at Shelmore Property Owners Association, Inc., sign, seal, and as his/her act and deed, deliver the within the Third Amendment to Amended and Restated Master Deed Shelmore Village Horizontal Property Regime and the First Amendment to ByLaws of Meeting Street at Shelmore Property Owners 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.

Witness #1


SWORN and subscribed to before
me this 9 day of December, 2020.



Notary Public for South Carolina

Printed Name of Notary: Estuardo Arreaga
My commission expires: 10/18/2028



EXHIBIT A

CERTIFICATION

Personally appeared before me, the undersigned members of the Board of Directors of the Meeting Street at Shelmore Property Owners Association, Inc., who, each being duly sworn, allege and state as follows:

1. I am a duly elected member of the Board of Directors of the Meeting Street at Shelmore Property Owners Association, Inc.
2. I am over eighteen (18) years of age, competent, and make this Affidavit on personal knowledge.
3. Via written consent/written-electronic ballot in lieu of a special meeting the foregoing the Third Amendment to Amended and Restated Master Deed Shelmore Village Horizontal Property Regime and the First Amendment to ByLaws of Meeting Street at Shelmore Property Owners Association, Inc., to which this Exhibit A is attached, was put to a vote of the Co-Owners/Members. The required quorum was present and such Amendment was approved by the requisite number of Co-Owners/Members.
5. I have certified, and am hereby certifying, the vote of the membership of Meeting Street at Shelmore Property Owners Association, Inc., and I certify the vote to have been as stated herein.


FURTHER THE AFFIANT SAYETH NOT.

BOARD OF DIRECTORS OF MEETING STREET AT SHELMORE PROPERTY OWNERS ASSOCIATION, INC.:

Charlie Cumbaa
Melina Hadzizelic
Judy Robin

Jack Thomas
Thomas Win

SWORN and subscribed to before me
this 9 day of December, 2020.


Notary Public for South Carolina
Printed Name of Notary: Estuardo Arreaga
My Commission Expires 10/19/2028 Page 7 of 8
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NOTE: This page **MUST** remain with the original document

Filed By:

SIMONS & DEAN ATTY AT LAW
 147 WAPPOO CREEK DR
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