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WHEREAS, typographical errors have now been corrected and 1464
certain additions to language have been made for clarification
28026 and this Amendment is re-recorded.

STATE OF SOUTH CAROLINA)
) FIRST AMENDMENT TO BY-LAWS 1259
COUNTY OF BEAUFORT)

32075

WHEREAS, on or about July 31, 1978, the Bates Associates Development Corporation filed with the Clerk of Court for Beaufort County, South Carolina, in Book 267 at Page 871, its Master Deed and Amendments thereto, of Villas in the Fazio Horizontal Property Regime; and

WHEREAS, pursuant to ARTICLE VIII, AMENDMENTS, Section 1., BY-LAWS, of the By-Laws, these By-Laws may be amended by the Council in a duly constituted meeting held for such purpose, or in a properly conducted referendum by use of the mails which include proper notice to all co-owners representing at least two-thirds (2/3) of the total value of the Property as shown on the Master Deed except as provided in the Master Deed for an amendment or amendments to admit further phases to the Regime, if appropriate. So long as the sponsor remains the owner of any apartment in this Horizontal Property Regime, these By-Laws may not be amended so as to adversely affect the sponsor without the sponsor's consent.

WHEREAS, the Villas in the Fazio Horizontal Property Regime wishes to amend certain provisions of said Master Deed and By-Laws;

AMENDMENT TO MASTER DEED AND BY-LAWS

NOW, THEREFORE, the By-Laws are hereby amended as follows:

ARTICLE III, COUNCIL OF CO-OWNERS, Section 4., SPECIAL MEETINGS, of the By-Laws shall read as follows:

Section 4. SPECIAL MEETINGS. It shall be the duty of the Secretary to call all special meetings of the Board of Administration as directed by resolution of the co-owners or upon a petition signed by a majority of co-owners and having been presented to the Secretary. Special meetings of the Board of Administration shall be held at least four (4) times per year, the first Friday in August, November and February, and the first Friday in May, or at a convenient time closest to that date, following the Annual meeting. Each Board Member must attend at least one (1) Board Meeting per year, or ^{may} be removed from the Board. A notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, except by consent of four-fifths (4/5) of the votes present, either in person or by proxy.

ARTICLE VII, OBLIGATIONS OF THE CO-OWNERS, Section 4.60
DEFAULT IN PAYMENT OF COMMON CHARGES, of the By-Laws shall read as follows:

Section 4. DEFAULT IN PAYMENT OF COMMON CHARGES.

The Board of Administration shall take prompt action to collect any common charge due from any apartment owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default by any apartment owner in paying to the Board of Administration the common charges as determined by the Board of Administration, such apartment owner shall be obligated to pay interest at the rate of eighteen (18%) percent per annum on such common charge from the due date thereof, together with all expenses, including attorney's fees incurred by the Board of Administration in any proceeding brought to collect such unpaid common charges. The Board of Administration shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such apartment owner, or by foreclosure of the lien on such apartment granted by Section 27-13-210 of the Code of Laws of South Carolina, (1976), as amended.

ARTICLE VII, OBLIGATION OF THE CO-OWNERS, Section 6.,
MAINTENANCE AND REPAIR, of the By-Laws shall be amended to add new sub-paragraphs (d) and (e), to read as follows:

Section 6. MAINTENANCE AND REPAIR.

(d) Repairs to the roofs are the regime responsibility and replacement of roofs is the responsibility of the co-owner. The Board of Administration shall make the determination as to whether a roof is in need of repair or replacement, based on the opinion of an independent contractor. Additionally, it shall be noted that the fiberglass shingles which shall be used for roof repair and/or replacement shall be "Weathered Wood" by the Manville Corporation (Approved for Phase I only).

(e) Any and all additions or alterations made by any co-owners to any common elements must have prior Board approval. Additionally, any damage caused by such addition or alteration to other common elements is the responsibility of the co-owner making such alteration or addition.

IN WITNESS WHEREOF, the Villas in the Fazio Horizontal Property Regime has caused these presents to be executed the ~~30th~~ day of ~~October~~, 1991.

Signed, sealed and delivered in the presence of:

VILLAS IN THE FAZIO HORIZONTAL PROPERTY REGIME:

Courtney Hagins
Witness

BY: Robert A. Fris
Its President Robert A. Fris

Deanna D. Young
Notary Public

ATTEST: Cecil Viverette
Its Secretary Cecil Viverette

Lori Millers
Witness

Ann E. Smith, Caldwell Co.
Notary Public N.C. expires 3-9-95

STATE OF)
COUNTY OF) PROBATE

PERSONALLY APPEARED before me, the undersigned witness, on oath, says that s/he saw the within named Villas in the Fazio Horizontal Property Regime, by its President, sign the within First Amendment to Master Deed and By-Laws of Villas in the Fazio Horizontal Property Regime, and that s/he with the undersigned notary public, witnessed the execution thereof.

Courtney Hagins
Witness

SWORN TO before me this 30th day of October, 1991.

Deanna D. Young
Notary Public
My Commission Expires: 3-23-99

