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STATE OF SOUTH CAROLINA)	CORRECTIVE FOURTH AMENDMENT TO
)	ANDOVER AT PARK WEST
)	ASSOCIATION, INC. A PARK WEST
)	NEIGHBORHOOD DECLARATION OF
)	COVENANTS, CONDITIONS, AND
COUNTY OF CHARLESTON)	RESTRICTIONS

THIS Corrective Fourth Amendment to Andover at Park West Association, Inc. a Park West Neighborhood Declaration of Covenants, Conditions, and Restrictions is made this 28th day of September, 2015.

WITNESSETH THAT:

WHEREAS, Park West Development, Inc, original Declarant, by Andover at Park West Association, Inc. a Park West Neighborhood Declaration of Covenants, Conditions, and Restrictions dated November 30, 1999, and recorded December 3, 1999, in the RMC Office for Charleston County in Book T-338 at Page 303, as supplemented by First Supplemental Declaration to Andover at Park West Association, Inc. A Park West Neighborhood Declaration of Covenants, Conditions, and Restrictions dated September 16, 2004, and recorded September 23, 2004, in the RMC Office for Charleston County in Book K510 at Page 549, and by Second Supplemental Declaration to Andover at Park West Association, Inc. A Park West Neighborhood Declaration of Covenants, Conditions, and Restrictions dated May 22, 2006, and recorded May 23, 2006, in the RMC Office for Charleston County in Book M584 at Page 703 (herein the "Declaration") made certain properties described therein subject to the Declaration; and

WHEREAS, Declarant no longer has a Controlling Interest in the Andover at Park West Association, Inc. ("Association") and the Association is governed by a Board of Directors ("Board") elected by the Members; and

WHEREAS, Section 8.1 of the Declaration provides that the Declaration may be amended by a vote of not less than seventy-five percent (75%) of the existing Board of Directors, after notice of the proposed amendment is given to the Board in writing by a director proposing the amendment, which notice shall contain a description of the proposed amendment and the general purpose thereof; and

WHEREAS, one of the existing directors has given the Board notice of a proposed corrective amendment providing to amend the effect of non-payment of assessments and/or fines to encourage Members to timely pay their assessments and/or fines; and

WHEREAS, after due consideration, the Board of Directors, by the affirmative vote of not less than seventy-five percent (75%) of the existing directors, has adopted the proposed amendment and desires to amend the Declaration, together with the Bylaws attached thereto as Exhibit "B", as set forth herein.

NOW, THEREFORE, the Board of Directors of the Association hereby declares that the Declaration, and Bylaws attached thereto as Exhibit "B", shall be amended as follows:

1. Section 6.3 of the Declaration is hereby amended by deleting the existing provisions in their entirety and replacing them with the following:

6.3 EFFECT OF NON-PAYMENT OF ASSESSMENTS AND/OR FINES

Any Assessment and/or Fine that is not paid to the Association when due by the Owner shall be delinquent. All delinquent Assessments and/or Fines shall incur additional fees as determined by the BOD per month or any portion of any month from the date each such installment is due until such payment is received by the Association, in addition to any interest charges and/or additional fines that may be payable. No Owner may waive or otherwise escape liability of the Assessments and/or Fines provided for herein by non-use of Common Area or abandonment of his unit. Additionally, in those instances in which the Owner/Member has a right to vote, the Association may suspend an Owner's right to vote, after notice and opportunity to be heard as provide in the Bylaws, if such Owner's Assessments are delinquent.

2. Section 6.4 of the Declaration is hereby amended by deleting the existing provisions in their entirety and replacing them with the following:

6.4 CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS AND/OR FINES

Assessments, special assessments, including fines, interest and charges thereon, and costs of collection thereof (including reasonable attorneys' fees and expenses) shall be (i) the personal obligation of the Person who was the Owner of such Unit at the time the assessment and/or fine was due and, unless expressly agreed by the Board of Directors of the Association, also of any subsequent Owner, (ii) a charge on the Unit to which such assessments and/or fines are applicable and (iii) a continuing lien upon each Unit in favor of this Section, the Association may prepare a written notice of lien setting forth the amount of the unpaid Assessment, Special Assessment, and/or Fine, the due date, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such notice shall be signed and acknowledged by a duly authorized officer of the Association or any Managing Agent of the Association and may be recorded in the office of the Register of Mesne Conveyances for Charleston County. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced as set forth in Section 6.9

3. Section 6.9 of the Declaration is hereby amended by deleting the existing provisions in their entirety and replacing them with the following:

6.9 NON-PAYMENT OF ASSESSMENTS AND/OR FINES: REMEDIES OF THE ASSOCIATION

Any delinquent Assessment and/or fine which is not paid when due by the Owner to the Association shall be delinquent. Thereupon the Association may 1) bring an action at law against the delinquent Owner personally for its collection; 2) suspend an Owners voting rights after notice and opportunity to be heard as provided in the Bylaws; 3) impose a fee and administrative charges, in addition to any interest charges and fines that may be payable as provided in Section 6.3; 4) foreclose the lien against the delinquent Owners Unit in the same manner in which a mortgage on real property may be foreclosed in the State of South Carolina; 5) avail itself all other remedies provided by this Declaration, the Bylaws, or Rules and Regulations duly adopted by the Association. The Association shall have the right to bid in, at, any foreclosure sale, and, upon conveyance to the Association, thereafter hold, lease, mortgage, or convey the subject Unit. The remedies set forth herein are cumulative, and are not mutually exclusive.

4. The Bylaws of the Association set forth as Exhibit "B" to the Declaration are Hereby amended as follows:

The following are hereby added to the Bylaws as Section 3.5:

3.5 Suspension of Voting Rights

In addition to such other rights as are specifically granted under the Declaration, the Association, acting through the Board, shall have the power to suspend an Owner's right to vote in those instances in which Owners/Members have the right to vote if such Owner is more than ninety (90) days delinquent in paying any Assessments, Fines or other charges owed to the Association.

A. Notice: Prior to the suspension of any voting rights granted to an Owner/Member under the Declaration or Bylaw, the Board, or its delegate, shall serve the alleged violator with written notice stating i) its intention to suspend such Owner's voting rights; ii) setting forth a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board; and (iii) a statement that the proposed suspension of voting rights shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of notice. If a timely challenge is not made, the Owner's voting rights shall be suspended; however, the Board may, but shall not be obligated to, stay any proposed suspension if the delinquent Assessments and other charges, if any, are brought current within the ten (10) day period. Such stay shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

B. Hearing: If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Board in executive session, at such time and place, within Charleston County, as determined by the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any suspension of voting rights hereunder, proof of proper notice shall be placed in the

minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together, together with a statement of the date and manner of delivery, is entered by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the meeting and the sanction, if any, imposed. The Board may consider the testimony and circumstances of the alleged violator, and in its sole discretion, the Board may either 1) suspend the Owner's voting rights; 2) defer suspension of the Owner's voting rights pending Owner's compliance with a payment plan; 3) refrain from suspending the Owner's voting rights. In the event the Board elects to defer suspension of the Owner's voting rights pending the Owner's compliance with a payment plan, in the event of subsequent default by the Owner thereunder, no further notice or opportunity to be heard shall be required.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the date first written above.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

[Signature]

[Signature]

ANDOVER AT PARK WEST
ASSOCIATION, INC.

By: [Signature]
Name: Gaby Neiderberger
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, Matthew Chadwick, Notary Public for the State of South Carolina, do hereby certify that Andover at Park West Association, Inc., by Gaby Neiderberger, its President, personally appeared before me this day and acknowledgment the due execution of the foregoing instrument.

Subscribed to and sworn before me the 14th day of October, 2015.

[Signature]

Notary Public, State of South Carolina
My commission expires: 09/04/2022



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Filed By:

GARY NEIDERBERGER
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