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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

William H. Seals, Jr., Circuit Court Judge

Appellate Case No.: 2022-001529

Frederick E. Brown, Charles O. Pakosta, Conrad A. Calvano, Gayle N. Scott, and Philip D. Cox, individually and derivatively on behalf of Myrtle Beach Resort Homeowners' Association, Inc., and on behalf of all other similarly situated Co-owners, and Lori Niedzwiecki, and Robert S. Rosencrans, individually and derivatively on behalf of the Myrtle Beach Resort Homeowners' Association, Inc. for its right and benefit.....Appellants,

v.

Jeffery L. Richardson and Nancy L. Moore, individually and as current members of the Board of Directors for Myrtle Beach Resort Homeowners' Association, Inc., and Peter A. Grusauskas and Jim Perkins, individually and as former members of the Board of Directors for Myrtle Beach Resort Homeowners' Association, Inc.....Respondents,

and

Myrtle Beach Resort Homeowners' Association, Inc.....Nominal Respondent

**RECORD ON APPEAL
VOLUME 6**

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STATE OF SOUTH CAROLINA)

COUNTY OF Hick)

PROBATE

PERSONALLY APPEARED BEFORE ME Michelle S. Hoss

who states under oath that (s)he saw the within named Myrtle Beach Resort Oceanfront Spa Horizontal Property Regime, Inc. by Sam Bush its President as its act and deed, sign, seal and deliver the within Declaration of Covenants, Conditions and Restrictions for Myrtle Beach Resort Master Association and that (s)he with Arthur J. Cook witnessed the execution thereof.

Michelle S. Hoss

SWORN to before me this 12th day of April, 1991.

Arthur J. Cook
Notary Public for South Carolina
My Commission Expires: 10-5-91

COMMONWEALTH OF MASSACHUSETTS

WOBURN)

COUNTY OF HAMPSHIRE)

PROBATE

PERSONALLY APPEARED BEFORE ME Pamela S. Malchik

who states under oath that (s)he saw the within named Renaissance Horizontal Property Regime, Inc., by Frank J. Jordan its President, as its act and deed, sign, seal and deliver the within Declaration of Covenants, Conditions and Restrictions for Myrtle Beach Resort Master Association and that (s)he with Frank J. Jordan witnessed the execution thereof.

Pamela S. Malchik

SWORN to before me this 11th day of April, 1991.


Tom P. Bourdelle
Notary Public for Commonwealth of Massachusetts
My Commission Expires: 11/24/91

Law Offices of
David L. Pritch
P. O. Box 19000
Myrtle Beach,
S.C. 29507

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF Horry)

PERSONALLY APPEARED BEFORE ME
David L. Patrick who states under oath that
(s)he saw the within named Myrtle Beach Resort Five Seasons Centre
Council of Co-Owners, Inc. by William Cole its
President as its act and deed, sign, seal and deliver
the within Declaration of Covenants, Conditions and Restrictions
for Myrtle Beach Resort Master Association and that (s)he with
Annette Jordan witnessed the execution thereof.

SWORN to before me this
3rd day of April, 1991.


Notary Public for South Carolina
My Commission Expires: 4-25-96

Law Offices of
David L. Patrick
P. O. Box 15408
Myrtle Beach,
S.C. 29587

EXHIBIT "A"

PHASE I - MYRTLE BEACH RESORT HORIZONTAL PROPERTY REGIME

ALL AND SINGULAR that certain piece, parcel or tract of land lying and being in Socastee Township, County of Horry, State of South Carolina, and being located approximately five (5) miles south of Myrtle Beach, South Carolina, and lying on the eastern side of U.S. Highway 17 Business, containing 6.198 acres, more or less, and being shown and described as a 6.198, more or less acres parcel on a certain plat entitled "Plat of 44.668, more or less, acres, Lot 5 of Lakewood Plantation Property Near Myrtle Beach" prepared for Resort Investment Corporation by Culler Land Surveying Company, Inc., dated August 17, 1981, which plat is recorded in the Office of the Clerk of Court for Horry County, South Carolina, in Plat Book 72 at Page 58; also being shown and described on the plats recorded in the Condominium Plat Book, all as is more particularly described in the Master Deed for the aforesaid Horizontal Property Regime recorded on June 15, 1982, in the Office of the Clerk of Court for Horry County in Deed Book 750 at Page 642.

PHASE II - MYRTLE BEACH RESORT OCEANFRONT SPA
HORIZONTAL PROPERTY REGIME

ALL AND SINGULAR that certain piece, parcel or tract of land, situate, lying and being in Socastee Township, County of Horry, State of South Carolina, and being located approximately 5 miles south of Myrtle Beach, South Carolina, and lying on the eastern side of U.S. Highway 17 Business, containing 6.205 acres, more or less, and being shown and described as "Phase II (6.205 Ac)" on a certain plat entitled "Plat of 44.668+- Acres, Lot 5 of Lakewood Plantation Property Near Myrtle Beach" dated June 10, 1982, revised July 13, 1982, and July 19, 1982, prepared by Culler Land surveying Company, Inc., which plat is recorded in the Office of the Clerk of Court for Horry County, South Carolina, in Plat Book 74 at Page 32; also being shown and described on the plats and architectural plans and drawings prepared by Culler Land Surveying Company, Inc. and Stevenson & Wilkinson, Inc., respectively, which are recorded in the Condominium Plat Book at Book 2, Page 31, all as is more particularly described in the Master Deed for the aforesaid Horizontal Property Regime recorded on April 15, 1983, in the Office of the Clerk of Court for Horry County in Deed Book 789 at Page 362.

Law Offices of
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P. O. Box 15000
Myrtle Beach,
S.C. 29527

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EXHIBIT "A" CONTINUED

PHASE III - RENAISSANCE TOWER HORIZONTAL PROPERTY REGIME

ALL THAT piece, parcel, or tract of land, situate in the County of Horry, State of South Carolina, and Township of Socastee, situate, lying, and being on the South Eastern side of U.S. Highway 17 containing 8.672 acres, more or less, and designated as a Portion of Lot 5 of Lakewood Plantation Tract, further designated as Phase III of The Myrtle Beach Resort, and described on a Map prepared by Culler Land Surveying Co., Inc. dated November 16, 1984, also being shown as Phase III on a Plat of 44.668 +/- Acres, Lot 5 of Lakewood Plantation Property, Socastee Township, Horry County, South Carolina, revised November 27, 1984, prepared by Culler Land Surveying Co., Inc., all as is more particularly described in the Master Deed for the aforesaid Horizontal Property Regime recorded on November 28, 1984, in the Office of the Clerk of Court for Horry County in Deed Book 917 at Page 885.

PHASE IV - MYRTLE BEACH RESORT FIVE SEASONS CENTRE

(Phase I)

ALL THAT piece, parcel, or tract of land, situate in the County of Horry, State of South Carolina, and Township of Socastee, situate, lying and being on the Southeastern side of U.S. Highway 17 designated as Phase I of The Myrtle Beach Resort Five Seasons Centre, and described on a plat prepared by Culler Land Surveying Co., Inc. dated June 4, 1985, also being shown as Phase I, Myrtle Beach Resort Five Seasons Centre on a plat of 44.668 +/- acres, Lot 5 of Lakewood Plantation Property, Socastee Township, Horry County, South Carolina, dated June 10, 1982, with latest revision dated June 14, 1985, prepared by Culler Land Surveying Co., Inc., all as is more particularly described in the Master Deed for the aforesaid Horizontal Property Regime recorded on June 20, 1985, in the Office of the Clerk of Court for Horry County in Deed Book 966 at Page 654.

(Phase II)

ALL THAT piece, parcel, or tract of land, situate in the County of Horry, State of South Carolina, and Township of Socastee, situate, lying and being on the Southeastern side of U.S. Highway 17 designated as Phase II of The Myrtle Beach Resort Five Seasons Centre, and described on a plat prepared by Atlantic Land Surveying Co., Inc. dated May 1, 1986, all as is more particularly described in that First Amendment to the Master Deed for the aforesaid Horizontal Property Regime recorded on May 29, 1986, in the Office of the Clerk of Court for Horry County in Deed Book 1048 at Page 824.

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David L. Puckett
P. O. Box 16600
Myrtle Beach,
S.C. 29527

BOOK 1465 PAGE 346

EXHIBIT "B"

AMENDED

BY-LAWS

OF

THE MYRTLE BEACH RESORT HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is The Myrtle Beach Resort Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located at Highway 17 South, Surfside Beach, South Carolina, but meetings of members and directors may be held at such places within the State of South Carolina, County of Horry, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Myrtle Beach Resort Homeowners' Association, Inc., its successors and assigns.

Section 2. "Member" shall mean and refer to each and every Co-Owner at The Myrtle Beach Resort which includes (a) Myrtle Beach Resort Horizontal Property Regime; (b) Myrtle Beach Resort Oceanfront Spa Horizontal Property Regime; (c) Renaissance Tower Horizontal Property Regime; (d) Myrtle Beach Resort Five Seasons Centre Horizontal Property Regime.

"Voting Member" shall mean and refer to that representative from the Board of Directors of each Individual Condominium Association who has been elected by that Board as a representative to the Board of Directors of this Association.

Section 3. "Individual Condominium Associations" shall mean and refer to those Associations at The Myrtle Beach Resort presently including: (a) Myrtle Beach Resort Horizontal Property Regime, Inc.; (b) Myrtle Beach Resort Ocean Front Spa Horizontal Property Regime, Inc.; (c) Renaissance Tower Horizontal Property Regime; (d) Myrtle Beach Resort Five Seasons Centre Council of Co-Owners, Inc.

Law Offices of
David L. Pugh
P. O. Box 13005
Surfside Beach,
S.C. 29587

Section 4. All terms and phrases used herein shall, unless the context otherwise requires, have the same definition and meaning as set forth in the various Master Deeds of the Horizontal Property Regimes comprising The Myrtle Beach Resort and/or in the South Carolina Horizontal Property Regime Act, as the case may be.

ARTICLE III

MEETING OF MEMBERS

Section 1. "Annual Meetings." The annual meeting of Voting Members shall be held during the first six months of each calendar year at a time and place designated by the President.

Annual meetings of the Members shall be held only if required by a vote of the majority of the Voting Members or upon petition signed by greater than Thirty Percent (30%) of the entire outstanding membership. In the event the annual meeting of Members is held pursuant to these By-Laws such meeting shall be at a time and place designated by the President, or a majority of the Board of this Association, or by a petition signed by a number greater than Thirty Percent (30%) of the outstanding members.

Section 2. "Special Meetings." Special meetings of the Voting Members may be called at any time by the President or by a majority of the Directors of this Association. A special meeting of the Members may be called at any time as provided for under Section 1. for annual meetings.

Section 3. "Notice of Meetings." Written notice of each meeting of the Members or Voting Members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days (but not more than sixty (60) days) before such meeting to each Member or Voting Member entitled to vote thereat, addressed to the Member's or Voting Member's address last appearing on the books of the Association, or supplied by such Member or Voting Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Law Offices of
David L. Patrick
P. O. Box 18688
Spartanburg, South Carolina
S.C. 29587

Section 4. "Quorum." The presence at the meeting of a majority of the Voting Members, represented in person or by proxy, shall constitute a quorum at a meeting of the Voting Members. The presence at the meeting of a majority of the Members, represented in person or by proxy, shall constitute a quorum at a meeting of the Members.

Any action required by law to be taken at a meeting of the Association or any action which may be taken in the meeting of the Association may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by Voting Members, or Members, as the case may be, holding not less than sixty-seven percent (67%) of the entire votes entitled to vote on the subject matter thereof and further provided the same is not otherwise prevented by these By-Laws, the Declarations, or the respective Master Deeds of the individual Horizontal Property Regimes of the Myrtle Beach Resort, or the Act.

Section 5. "Proxies." At all meetings of Voting Members or Members, each Voting Member or Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable.

ARTICLE IV

Board of Directors: Voting: Selection: Term of Office: Duties

Section 1. The Association shall be managed by a Board of Directors consisting of not less than four (4) Directors. Each Individual Condominium Association of the Myrtle Beach Resort shall have a representative from its Regime as a Director on the Board of the Association. Each Board Member of this Association shall also be a board member of the Individual Condominium Association which he or she represents.

Section 1.A. "Voting." Each Director is hereby assigned the number of votes that represents the number of Apartments (whether residential or commercial) that exists in that Director's Individual Condominium Association.

Law Offices of
David L. Parrish
P. O. Box 19468
Surfside Beach,
S.C. 29687

Section 2. Term of Office: Each Director shall hold office until the next annual meeting of Voting Members and/or until such successor has been elected and qualified. Provided, however, that a Director's term in office may be terminated and a successor elected at any meeting of Members called pursuant to the provisions in these By-Laws.

Section 3. Regular Meetings: There shall be at least one (1) regular meeting of the Board quarterly at a time designated by the President. The President or two (2) members of the Board may call as many special meetings of the Board as are deemed necessary or desirable and in the best interest of the Association.

Section 4. Presentation of Annual Budget: The Board of Directors shall annually, on or before November 1st of each year, prepare a budget for the upcoming calendar year to include such sums as it deems adequate. The Board of Directors, on or before November 1st, shall deliver the budget for the upcoming year together with the statement of the amounts due from the Co-Owners of the respective Regimes for that year and the date or dates upon which payments are due from the individual Condominium Associations. Thereafter, should an increase or decrease be determined appropriate by the Board of Directors in assessments to be paid by Co-Owners, the Board shall notify all Individual Condominium Associations at least thirty (30) days prior to the time such assessments so changed shall be due. The Association shall have a lien upon each apartment together with the common elements and common surplus appurtenant thereto for payment of all assessments not paid when due in the amount of such unpaid assessments together with late charges thereon from the date due together with the cost of collection thereof including a reasonable attorney's fee.

Section 5. Notice: Notice of any special meeting shall be given at least five (5) days previous thereto by written notice delivered personally, or by telegram or mailed to each director at this business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a Director at a meeting shall constitute a Waiver of Notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Law Office of
David L. Pank
P. O. Box 10000
Portland, Oregon,
O.C. 97207

Section 6. Quorum. At any meeting of the Directors, a majority of the Directors fixed by these By-Laws shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7. Voting: Any action taken at a meeting of the Board of Directors shall be only upon the affirmative vote of 67% of the entire votes of the Association.

Section 8. Consistent with these By-Laws and applicable Declarations, the Board shall:

- (a) transact all Association business and prescribe the rules and regulations for the use of the assets, facilities and property for which it is so charged and may appoint such officers, clerks, agents, servants or employees as it may deem necessary in its sole discretion and may fix their duties and compensation;
- (b) annually set a budget for the Association;
- (c) fix, impose and remit penalties for violations of these By-Laws and the rules and regulations of the Association;
- (d) elect from the Board within thirty (30) days after each annual meeting the President, Vice-President, Secretary and Treasurer;
- (e) carry out all other duties and obligations imposed and exercise all rights granted in by these By-Laws, the Declaration, and the Act.

Section 9. Vacancies. Vacancies occurring on this Board of Directors shall be filled immediately by an election of the Director's successor by that Individual Condominium Association which the Director in question represents. Provided, however, that in the event of a vacancy, and prior to any election by the Individual Condominium Association, the highest presiding officer of the Individual Condominium Association shall automatically be a Director and Voting Member of this Association. For purposes of this section, the ranking of the Officers of each Individual Condominium Association shall be in this order: President, Vice President, Secretary and Treasurer.

Law Office of
David L. Pooch
P. O. Box 18888
Durham, North
Carolina 27607

Section 10. Resignation. A Director may resign at any time by giving written notice to the Board, the President or the Secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

Section 11. Compensation. No compensation shall be paid to Directors, as such, for their services, but by resolution of the Board a fixed sum and expenses for actual attendance at each regular or special meeting of the Board may be authorized. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 12. Presumption of Assent. A Director of the Association who is present at a meeting of the Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 13. Executive and Other Committees: The Board, by resolution, may designate from among its members an executive committee and other committees, each consisting of one or more Directors. Each such committee shall serve at the pleasure of the Board.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. "Contracts." The Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. "Loans." No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Directors. Such authority may be general or confined to specific instances.

Section 3. "Check, Drafts, Etc." All checks, drafts or other orders for the payment of money, notes or other evidences signed by such officer or officers, agent or agents of the Association and in

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P. O. Box 15489
Knoxville, Tenn.
T.C. 37907

such manner as shall from time to time be determined by resolution of the Directors.

Section 4. "Deposits." All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Directors may select.

ARTICLE VI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE VII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: The Myrtle Beach Resort Homeowners' Association, Inc.

ARTICLE VIII

These By-Laws may be amended at a regular or special meeting of the voting Members or at a regular or special meeting of the Members, by a vote representing 67% or greater of the total votes of the Association. Provided, however, that any amendment to these By-Laws shall be consistent with the Declarations of this Association and the Master Deeds of the Individual Condominium Associations.

ARTICLE IX

Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors and Shareholders of The Myrtle Beach Resort Homeowners' Association, Inc., have hereunto set our hands this 16th day of April, 1991.

Law Office of
Donald L. Paschall
P. O. Box 16000
Myrtle Beach,
S.C. 29567

WITNESSETH:

MYRTLE BEACH RESORT HORIZONTAL
PROPERTY REGIME, INC.

[Signature]
Annette Jordan

BY: *[Signature]*
James R. Brunner
ITS: Authorized Board Representative

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)

PROBATE

PERSONALLY APPEARED BEFORE ME Judith E. Reynolds

who states under oath that
(s)he saw the within named Myrtle Beach Resort Horizontal Property
Regime, Inc., by James R. Brunner, its Authorized Board Member, as
its act and deed, sign, seal and deliver the within Amended By-Laws
of the Myrtle Beach Resort Homeowners' Association, Inc. and that
(s)he with Annette Jordan witnessed the execution
thereof.

[Signature]

SWORN to before me this
9th day of April, 1991.

[Signature]
Annette Jordan
Notary Public for South Carolina

My Commission Expires: 4-25-96

Live Offices of
David L. Powell
P.O. Box 15000
Myrtle Beach,
S.C. 29577

BOOK 1465 PAGE 354

WITNESSETH:

MYRTLE BEACH RESORT OCEANFRONT SPA
HORIZONTAL PROPERTY REGIME, INC.

4) *[Signature]*

BY: *[Signature]*
George Kidney

5) *[Signature]*

ITS: Authorized Board Representative

STATE OF GEORGIA)
COUNTY OF COBB)

PROBATE

PERSONALLY APPEARED BEFORE ME Lauren W. Isaacs

who states under oath that (s)he saw the within named Myrtle Beach Resort Oceanfront Spa Horizontal Property Regime, Inc., by George Kidney, its Authorized Board Representative, as its act and deed, sign, seal and deliver the within Amended By-Laws of the Myrtle Beach Resort Homeowners' Association, Inc., and that (s)he with Lauren W. Isaacs witnessed the execution thereof.

[Signature]

SWORN to before me this 11th day of April, 1991.

Lauren W. Isaacs
Notary Public for ~~South Carolina~~ Georgia

My Commission Expires: Myrtle Beach, SC
My Commission Expires: 2/10

Law Offices of
David L. Finkbe
P. O. Box 15000
Myrtle Beach,
S.C. 29567

BOOK 1465 PAGE 355

WITNESSETH:

RENAISSANCE TOWER HORIZONTAL PROPERTY REGIME, INC.

(1) Jean Marshall
(2) Grace E. Hovinski

BY: (1) Alfred H. Wells
Alfred H. Wells

ITS: Authorized Board Representative

STATE OF VIRGINIA)
COUNTY OF HENRICO)

PROBATE

PERSONALLY APPEARED BEFORE ME: JEAN O. MARSHALL

(s)he saw the within named Renaissance Horizontal Property Regime, Inc., by Alfred H. Wells, its Authorized Board Representative, as its act and deed, sign, seal and deliver the within Amended By-Laws of the Myrtle Beach Resort Homeowners' Association, Inc. and that (s)he with Grace E. Hovinski witnessed the execution thereof.

Jean Marshall

SWORN to before me this 15th day of April, 1991.

(2) Grace E. Hovinski
Notary Public for ~~South Carolina~~ Virginia
My Commission Expires: _____ (4)

(5) My Commission Expires June 13, 1992

Law Office of
David L. Pritchett
P.O. Box 19600
Myrtle Beach,
S.C. 29577

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WITNESSETH:

MYRTLE BEACH RESORT FIVE SEASONS
CENTRE COUNCIL OF CO-OWNERS, INC.

(1) William A. Ullery

BY: [Signature]
Bill Hunt

(2) Beverly C. Harmon

ITS: Authorized Board Representative

STATE OF SOUTH CAROLINA)
COUNTY OF REHLAND)

PROBATE

PERSONALLY APPEARED BEFORE ME

(1) William A. Ullery, who states under oath that (s)he saw the within named Myrtle Beach Resort Five Seasons Centre Council of Co-Owners, Inc., by Bill Hunt, its Authorized Board Representative, as its act and deed, sign, seal and deliver the within Amended By-Laws of the Myrtle Beach Resort Homeowners' Association, Inc. and that (s)he with Beverly C. Harmon witnessed the execution thereof.

William A. Ullery

SWORN to before me this
10th day of APRIL, 1991.

(2) Beverly C. Harmon
Notary Public for South Carolina

My Commission Expires: 5/16/2000

Law Offices of
David L. Pritch
P. O. Box 15000
Myrtle Beach,
S.C. 29527

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EXHIBIT "B"

AMENDED

BY-LAWS

OF

THE MYRTLE BEACH RESORT HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is The Myrtle Beach Resort Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located at Highway 17 South, Surfside Beach, South Carolina, but meetings of members and directors may be held at such places within the State of South Carolina, County of Horry, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Myrtle Beach Resort Homeowners' Association, Inc., its successors and assigns.

Section 2. "Member" shall mean and refer to each and every Co-Owner at The Myrtle Beach Resort which includes (a) Myrtle Beach Resort Horizontal Property Regime; (b) Myrtle Beach Resort Oceanfront Spa Horizontal Property Regime; (c) Renaissance Tower Horizontal Property Regime; (d) Myrtle Beach Resort Five Seasons Centre Horizontal Property Regime.

"Voting Member" shall mean and refer to that representative from the Board of Directors of each Individual Condominium Association who has been elected by that Board as a representative to the Board of Directors of this Association.

Section 3. "Individual Condominium Associations" shall mean and refer to those Associations at The Myrtle Beach Resort presently including: (a) Myrtle Beach Resort Horizontal Property Regime, Inc.; (b) Myrtle Beach Resort Ocean Front Spa Horizontal Property Regime, Inc.; (c) Renaissance Tower Horizontal Property Regime; (d) Myrtle Beach Resort Five Seasons Centre Council of Co-Owners, Inc.

Law Office of
Janet L. Patrick
P. O. Box 15888
Surfside Beach,
S.C. 29587

Section 4. All terms and phrases used herein shall, unless the context otherwise requires, have the same definition and meaning as set forth in the various Master Deeds of the Horizontal Property Regimes comprising The Myrtle Beach Resort and/or in the South Carolina Horizontal Property Regime Act, as the case may be.

ARTICLE III

MEETING OF MEMBERS

Section 1. "Annual Meetings." The annual meeting of Voting Members shall be held during the first six months of each calendar year at a time and place designated by the President.

Annual meetings of the Members shall be held only if required by a vote of the majority of the Voting Members or upon petition signed by greater than Thirty Percent (30%) of the entire outstanding membership. In the event the annual meeting of Members is held pursuant to these By-Laws such meeting shall be at a time and place designated by the President, or a majority of the Board of this Association, or by a petition signed by a number greater than Thirty Percent (30%) of the outstanding members.

Section 2. "Special Meetings." Special meetings of the Voting Members may be called at any time by the President or by a majority of the Directors of this Association. A special meeting of the Members may be called at any time as provided for under Section 1. for annual meetings.

Section 3. "Notice of Meetings." Written notice of each meeting of the Members or Voting Members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days (but not more than sixty (60) days) before such meeting to each Member or Voting Member entitled to vote thereat, addressed to the Member's or Voting Member's address last appearing on the books of the Association, or supplied by such Member or Voting Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

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Daniel L. Patrick
P. O. Box 15888
Myrtle Beach,
S.C. 29567

Section 4. "Quorum." The presence at the meeting of a majority of the Voting Members, represented in person or by proxy, shall constitute a quorum at a meeting of the Voting Members. The presence at the meeting of a majority of the Members, represented in person or by proxy, shall constitute a quorum at a meeting of the Members.

Any action required by law to be taken at a meeting of the Association or any action which may be taken in the meeting of the Association may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by Voting Members, or Members, as the case may be, holding not less than sixty-seven percent (67%) of the entire votes entitled to vote on the subject matter thereof and further provided the same is not otherwise prevented by these By-Laws, the Declarations, or the respective Master Deeds of the Individual Horizontal Property Regimes of the Myrtle Beach Resort, or the Act.

Section 5. "Proxies." At all meetings of Voting Members or Members, each Voting Member or Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable.

ARTICLE IV

Board of Directors: Voting: Selection: Term of Office: Duties

Section 1. The Association shall be managed by a Board of Directors consisting of not less than four (4) Directors. Each Individual Condominium Association of the Myrtle Beach Resort shall have a representative from its Regime as a Director on the Board of the Association. Each Board Member of this Association shall also be a board member of the Individual Condominium Association which he or she represents.

Section 1.A. "Voting." Each Director is hereby assigned the number of votes that represents the number of Apartments (whether residential or commercial) that exists in that Director's Individual Condominium Association.

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P. O. Box 18860
Myrtle Beach,
S.C. 29567

Section 2. "Term of Office." Each Director shall hold office until the next annual meeting of Voting Members and/or until each successor has been elected and qualified. Provided, however, that a Director's term in office may be terminated and a successor elected at any meeting of Members called pursuant to the provisions in these By-Laws.

Section 3. Regular Meetings: There shall be at least one (1) regular meeting of the Board quarterly at a time designated by the President. The President or two (2) members of the Board may call as many special meetings of the Board as are deemed necessary or desirable and in the best interest of the Association.

Section 4. Presentation of Annual Budget: The Board of Directors shall annually, on or before November 1st of each year, prepare a budget for the upcoming calendar year to include such sums as it deems adequate. The Board of Directors, on or before November 1st, shall deliver the budget for the upcoming year together with the statement of the amounts due from the Co-Owners of the respective Regimes for that year and the date or dates upon which payments are due from the Individual Condominium Associations. Thereafter, should an increase or decrease be determined appropriate by the Board of Directors in assessments to be paid by Co-Owners, the Board shall notify all Individual Condominium Associations at least thirty (30) days prior to the time such assessments so changed shall be due. The Association shall have a lien upon each apartment together with the common elements and common surplus appurtenant thereto for payment of all assessments not paid when due in the amount of such unpaid assessments together with late charges thereon from the date due together with the cost of collection thereof including a reasonable attorney's fee.

Section 5. Notice: Notice of any special meeting shall be given at least five (5) days previously thereto by written notice delivered personally, or by telegram or mailed to each director at this business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a Director at a meeting shall constitute a Waiver of Notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

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Daniel L. Patrick
P. O. Box 18888
Burlington Beach,
S.C. 29507

Section 6. Quorum. At any meeting of the Directors a majority of the Directors fixed by these By-Laws shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7. Voting: Any action taken at a meeting of the Board of Directors shall be only upon the affirmative vote of 67% of the entire votes of the Association.

Section 8. Consistent with these By-Laws and applicable Declarations, the Board shall:

- (a) transact all Association business and prescribe the rules and regulations for the use of the assets, facilities and property for which it is so charged and may appoint such officers, clerks, agents, servants or employees as it may deem necessary in its sole discretion and may fix their duties and compensation;
- (b) annually set a budget for the Association;
- (c) fix, impose and remit penalties for violations of these By-Laws and the rules and regulations of the Association;
- (d) elect from the Board within thirty (30) days after each annual meeting the President, Vice-President, Secretary and Treasurer;
- (e) carry out all other duties and obligations imposed and exercise all rights granted it by these By-Laws, the Declaration, and the Act.

Section 9. Vacancies. Vacancies occurring on this Board of Directors shall be filled immediately by an election of the Director's successor by that Individual Condominium Association which the Director in question represents. Provided, however, that in the event of a vacancy, and prior to any election by the Individual Condominium Association, the highest presiding officer of the Individual Condominium Association shall automatically be a Director and Voting Member of this Association. For purposes of this section, the ranking of the Officers of each Individual Condominium Association shall be in this order: President, Vice President, Secretary and Treasurer.

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Daniel L. Patrick
P. O. Box 14688
Surfside Beach,
S.C. 29587

Section 10. Resignation. A Director may resign at any time by giving written notice to the Board, the President or the Secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

Section 11. Compensation. No compensation shall be paid to Directors, as such, for their services, but by resolution of the Board a fixed sum and expenses for actual attendance at each regular or special meeting of the Board may be authorized. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 12. Presumption of Assent. A Director of the Association who is present at a meeting of the Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 13. Executive and Other Committees: The Board, by resolution, may designate from among its members an executive committee and other committees, each consisting of one or more Directors. Each such committee shall serve at the pleasure of the Board.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. "Contracts." The Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. "Loans." No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Directors. Such authority may be general or confined to specific instances.

Section 3. "Check, Drafts, Etc." All checks, drafts or other orders for the payment of money, notes or other evidences signed by such officer or officers, agent or agents of the Association and in

Law Offices of
David L. Fentick
P. O. Box 15648
Surfside Beach,
S.C. 29987

such manner as shall from time to time be determined by resolution of the Directors.

Section 4. "Deposits." All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Directors may select.

ARTICLE VI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE VII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: The Myrtle Beach Resort Homeowners' Association, Inc.

ARTICLE VIII

These By-Laws may be amended at a regular or special meeting of the voting Members or at a regular or special meeting of the Members, by a vote representing 67% or greater of the total votes of the Association. Provided, however, that any amendment to these By-Laws shall be consistent with the Declarations of this Association and the Master Deeds of the Individual Condominium Associations.

ARTICLE IX

Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors and Shareholders of The Myrtle Beach Resort Homeowners' Association, Inc., have hereunto set our hands this 16th day of April, 1991.

Law Office of
Sandra L. Peshak
P. O. Box 10000
Myrtle Beach,
S.C. 29507

WITNESSETH:

MYRTLE BEACH RESORT OCEANFRONT SPA
HORIZONTAL PROPERTY REGIME, INC.

[Signature]
[Signature]

BY: [Signature]
George Kidney
ITS: Authorized Board Representative

STATE OF GEORGIA
COUNTY OF COBB

PROBATE

PERSONALLY APPEARED BEFORE ME Lauren W. Jacobs
who states under oath that
(s)he saw the within named Myrtle Beach Resort Oceanfront Spa
Horizontal Property Regime, Inc., by George Kidney, its Authorized
Board Representative, as its act and deed, sign, seal and deliver
the within Amended By-Laws of the Myrtle Beach Resort Homeowners'
Association, Inc., and that (s)he with [Signature]
witnessed the execution thereof.

SWORN to before me this
11th day of April, 1991.

[Signature]
Notary Public for ~~South Carolina~~ Georgia
My Commission Expires: Notary Public - Cobb County, Georgia
My Commission Expires: Notary Public - Cobb County, Georgia

Law Offices of
Janet L. Patrick
P. O. Box 18068
Savannah, Georgia
S.C. 29667

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WITNESSETH:

RENAISSANCE TOWER HORIZONTAL PROPERTY REGIME, INC.

(1) Jean Marshall
(2) George E. Thurnick

BY: (1) Alfred H. Wells
Alfred H. Wells
ITS: Authorized Board Representative

STATE OF VIRGINIA)
COUNTY OF HENRICO)

PROBATE

PERSONALLY APPEARED BEFORE ME JEAN O. MARSHALL

who states under oath that (s)he saw the within named Renaissance Horizontal Property Regime, Inc., by Alfred H. Wells, its Authorized Board Representative, as its act and deed, sign, seal and deliver the within Amended By-Laws of the Myrtle Beach Resort Homeowners' Association, Inc. and that (s)he with George E. Thurnick witnessed the execution thereof.

(1) Jean Marshall

SWORN to before me this 15th day of April, 1991.

(2) George E. Thurnick
Notary Public for ~~XXXXXXXXXXXX~~ Virginia
My Commission Expires: _____

(5) My Commission Expires June 13, 1993

Law Office of
Doriel L. Patrick
P. O. Box 12593
Nurture House,
S.C. 29507

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WITNESSETH:

MYRTLE BEACH RESORT FIVE SEASONS
CENTRE COUNCIL OF CO-OWNERS, INC.

(1) William H. Ullery
(2) Beverly C. Harmon

BY: [Signature]
Bill Hunt
ITS: Authorized Board Representative

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED BEFORE ME

(1) William G. Ullery, who states under oath that (s)he saw the within named Myrtle Beach Resort Five Seasons Centre Council of Co-Owners, Inc., by Bill Hunt, its Authorized Board Representative, as its act and deed, sign, seal and deliver the within Amended By-Laws of the Myrtle Beach Resort Homeowners' Association, Inc. and that (s)he with Beverly C. Harmon witnessed the execution thereof.

(2) William H. Ullery

SWORN to before me this
10th day of APRIL, 1991.

(3) Beverly C. Harmon
Notary Public for South Carolina
My Commission Expires: 5/16/2000

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David L. Patrick
P. O. Box 18009
Myrtle Beach,
S.C. 29587

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RECEIVED

Jun 27 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

William H. Seals, Jr., Circuit Court Judge
Civil Action No.: 2018-CP-26-03173

Appellate Case No.: 2022-001529

Frederick E. Brown, Charles O. Pakosta, Conrad A. Calvano, Gayle N. Scott, and Philip D. Cox, individually and derivatively on behalf of Myrtle Beach Resort Homeowners' Association, Inc., and on behalf of all other similarly situated Co-owners, and Lori Niedzwiecki, and Robert S. Rosencrans, individually and derivatively on behalf of the Myrtle Beach Resort Homeowners' Association, Inc. for its right and benefit.....Appellants,
v.

Jeffery L. Richardson and Nancy L. Moore, individually and as current members of the Board of Directors for Myrtle Beach Resort Homeowners' Association, Inc., and Peter A. Grusauskas and Jim Perkins, individually and as former members of the Board of Directors for Myrtle Beach Resort Homeowners' Association, Inc.....Respondents,
Myrtle Beach Resort Homeowners' Association, Inc.,.....Nominal Respondent

CERTIFICATE OF COUNSEL

The undersigned attorney for the Appellants Frederick E. Brown, Charles O. Pakosta, Conrad A. Calvano, Gayle N. Scott, and Philip D. Cox, individually and derivatively on behalf of Myrtle Beach Resort Homeowners' Association, Inc., and on behalf of all other similarly situated Co-owners, and Lori Niedzwiecki, and Robert S. Rosencrans, individually and derivatively on behalf of the Myrtle Beach Resort Homeowners' Association, Inc. for its right and benefit, certifies, pursuant to Rule 210(g), SCACP, that the Record on Appeal, served herewith, contains all of the materials proposed by Appellants and Respondents and not any other material.

/s/ Howell V. Bellamy, III
Howell V. Bellamy, III (SC Bar # 66575)
hbellamyiii@bellamylaw.com
Howell V. Bellamy, Jr. (SC Bar # 00642)
nrichardson@bellamylaw.com
Bellamy, Rutenberg, Copeland,
Epps, Gravely & Bowers, P.A.

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THE PEARCE LAW GROUP

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843-839-3214 Facsimile

ATTORNEYS FOR APPELLANTS

Myrtle Beach, South Carolina
June 27, 2023