

## **Regime 1 Meeting – July 25, 2021**

### **10 am at the Yacht Club**

Board Members Present: Jay Thompson, Vaughan Clarke, Judy Troup, Cathy Miller, Lonnie Jones, Elizabeth Wall and Carol Mason McMeekin.

President Jay Thompson called the meeting to order at 10:04 am and thanked the members of the new board for serving and thanked the homeowners for attending.

**Minutes:** The May 2021 Annual Meeting minutes had been sent to the Board prior to today's meeting. Vaughan Clarke made a motion to accept the minutes with corrections; seconded by Carol Mason McMeekin; motion passed unanimously. The minutes should be posted to the website shortly.

**Financial Report:** Treasurer Judy Troup presented the financial report. We have \$32,391.11 in our operating account and \$236,928.51 in our reserve account as of today. We have gone way over budget on maintenance. President Thompson requested that for the 2021-2022 budget, we add a separate line item specifically for the Butler Roofing repairs. President Thompson asked about moving some money to an account covered by FDIC. Judy Troup replied that we did not have enough money to consider moving funds to another bank. She also explained that Unit #193 will again be up for auction in early August. It was supposed to be up for auction in July; however, the attorney was involved in an accident so it was postponed to August. We need to have a Board member enter the unit to determine if there is any damage. Judy Troup continued that there is a homeowner who is over 90 days late on their insurance payment. A certified letter was sent and if we do not hear from them in 10 days, it will be turned over to our attorney. A homeowner questioned the pest control line item and asked why we don't get more notice that they will be spraying. It was explained that the Yacht Club contracted with the current pest control company and the cost is split among the Regimes proportionately. President Thompson added that we are being aggressive in repairing the roof leaks. Lonnie Jones made a motion to accept the June 2021 (end of fiscal year) financial statement; seconded by Elizabeth Wall; motion passed unanimously.

**Old Business:** A homeowner asked when we could expect mulch to the areas in Regime 1, specifically where the drainage project was completed by 101 Mayrant

Bluff and President Thompson said that the Board of Stewards would need to address this issue. He continued that Unit #74, Carol Mason McMeekin's unit, had not received mulch. Ms. McMeekin said that in fact her son had put out mulch at her unit.

Carol Mason McMeekin said that we have filed a claim on the Butler Roofing issue and the adjuster and our insurance agent, McGriff, suggested that interior damages could be turned into the owners HO-6 policy to speed up the process and the HO-6 could subrogate to Butler's insurance. President Thompson said that as the repairs are made, those costs will be added to our claim. He continued that we have a new maintenance committee including Vaughan Clarke, Jim Cleavenger, David Alderman, David Jones and Bob Davis. Also, Aztec Roofing is doing repairs that Butler Roofing has not completed. David Gantt said that he was very pleased with the work Aztec did on his unit including replacing flashing and rotted sheathing. There have been very positive comments about Aztec roofing from homeowners.

President Thompson said that we have Mark Thompson working on pending maintenance requests and he will be addressing safety related issues first. We have made sure there are plenty of supplies at the maintenance shed so that he doesn't have to keep going back and forth to purchase what is needed. Once a request has been completed, we will notify the homeowner to make sure they are satisfied with the work. President Thompson thanked Nancy Pool for work she has taken on by herself such as power washing the outside of the gatehouse and painting the benches at the tennis courts.

**New Business:** Lonnie Jones read from a document he and Carol McMeekin had prepared prior to the meeting regarding the enlarged deck at Unit #21 and asked that it and attached emails, correspondence and documents be entered into the minutes (see attachments). President Thompson made note of the fact that this is the first time the rest of the Board is seeing this document. He continued that the Master Deed for Regime 1 calls for a 4' x 5' rear platform with steps and there are multiple units with decks larger than 4' x 5'. If we insist on the removal of the deck at Unit #21, will we have to ask that all the larger decks be put back to the original design? The Board discussed checking with an attorney about proposing an amendment to change the Master Deed by lowering the percentage needed which now states we need 100% of homeowners approval to change common elements

to limited common elements. Vaughan Clarke made a motion that we contact a second attorney for a legal opinion on the deck issue. Seconded by Lonnie Jones. The motion passed with one Board member voting no.

On the subject of leaky outside faucets, President Thompson stated that he has contacted someone to make repairs and he should start on Monday. There are at least 65 leaking faucets. Lonnie Jones added that we may have to shut off the water to the whole complex for these repairs. As for the stucco project, Elizabeth Wall said that she was expecting an additional quote possibly as early as Monday. President Thompson said that another company will be looking at the fascia board situation. Elizabeth Wall added that the quotes will have different options besides repair and coating of the stucco with a special product, i.e. including fascia board replacement and other items that need to be addressed.

Vaughan Clarke made a motion to adjourn; seconded by Lonnie Jones; motion passed unanimously and the meeting adjourned at 11:55 am.

Respectfully submitted,

Cathy Miller

Regime 1 Secretary

We ask that this letter be read aloud and entered into the minutes of this meeting of the BIYC Regime 1, July 25, 2021. Additionally, an original will be provided to the Secretary to be included with the minutes ensuring accuracy.

This letter is being provided to clarify events and procedures, as understood, pertaining to the construction of a deck on Regime 1 Common Property, located adjacent to and connected to Unit 21 in Little Point for the limited and specific use of the owners of s unit 21.

**Background:**

The last week of June, construction was started on a deck at Unit 21, Little Point, owned by David and Margaret Gantt. Multiple members witnessed the construction being performed by Billy Moxley.

To our knowledge, there was no prior discussion, notification or information regarding construction provided to any individual board member and nothing was shared with the entire sitting Board.

On June 30, 2021 Carol mason Mcmeekin, while on vacation, received several calls with concerns regarding the deck. Carol Mason sent a request to David asking for information regarding the construction. Initial email (6/30) and answer from David (7/2) is attached **(Attachment A)**

The County halted the construction due to lack of a permit. Then Friday, July 9th a permit was issued. The permit states that it is self construction, no licensed or County registered contractor listed on the permit. A copy of the permit is attached **(Attachment B)**. There appears to be some discrepancies with the permit description and what has been constructed. The deck appears to be occupying a 10X30 portion of property.

**Facts:**

A. The Regime 1 Master Deed requires that any alterations to Limited Common or Common property come before the Board, such as cutting a tree or planting a new shrub etc.

B. However, for redesignation of Limited Common to Common or the reverse, the Master Deed requires a vote by co-owners with, "All" or 100% in agreement of the redesignation. A Board does not have the power to redesignate. Please see the Master Deed, Letter from developer Mac McAlister and Legal Opinion, all attached **(Attachments C,D,and E)**.

C. Common property must be protected for the use of all owners.

D. The Board is charged by South Carolina State Law to uphold the Master Deed.

E. It is without question that many owners would like decks. The option has been discussed for many years with many suggestions made as to how it may be achieved. Currently, our Master

Deed stands and any redesignation of Common or Limited Common property is in violation of the Master Deed and illegal. There is no gray area.

F. Even a decision to look at amending the master deed would need to be a decision of the co-owners not the Board.

**Additional Points of Serious Concern:**

1. The Master Deed must be enforced as written and not changed to fit a circumstance.
2. The lack of enforcement of the Master Deed can cause problems with the sale of units and possibly with titles and insurance.
3. The lack of enforcement could cause mortgage insurance cancellation and additional mortgage companies to refuse renewal.
4. The board is bound to notify mortgage companies and title insurance companies of any and all changes.
5. The board and all board members together and individually are subject to legal recourse and depositions under oath.
6. One or several owners can bring suit seeking damages.

**Conclusion:**

The Board of Regime 1 has no recourse but to order the removal of the deck and impose a fine and per day penalty for each day the deck remains after the removal date is issued.

Submitted By Concerned Regime 1 Board Members

## ATTACHMENT A

From: David Gantt david.gantt59@gmail.com  
Subject: Re: Deck  
Date: Jul 2, 2021 at 6:48:34 AM  
To: Carol Mason Mcmeekin  
mimi29708@gmail.com  
Cc: Judy Troup jtandcol@aol.com, Elizabeth Wall  
elizabethewall20@gmail.com, Vaughn Clarke  
spot1953@netzero.com, Lonnie Jones  
hljones51@gmail.com

Carol, I honestly did not see this email until yesterday afternoon, when I got down to Belle Isle and heard that I was the subject of much discussion!

It was my understanding that this was allowed just as it has been in other Regimes.

David

On Wed, Jun 30, 2021, 9:54 PM Carol Mason Mcmeekin <[mimi29708@gmail.com](mailto:mimi29708@gmail.com)> wrote:

David,

I am getting concerns regarding a deck being constructed at your unit. Please fill me in as to what is happening at your unit. I am sure you are aware that constructing an extended deck is in violation of our regime documents and expansions onto common property require 100%percent membership approval

Just want to be clear about what is actually being done.

Thanks,

Carol Mason McMeekin

Sent from my iPhone

ATTACHMENT B



<h1 style="margin: 0;">Building Permit</h1>	Permit NO. <b>BLDG-7-21-37645</b> Permit Type: Residential Building Work Classification: Addition Permit Status: Satisfactory
	Issued Date: 7/9/2021
Expiration Date: 01/05/2022	

Project Address 44 LITTLE POINT Lane #UNIT-21 Georgetown, SC 29440		Project Name BELLE ISLE		Applicant DAVID GANTT		
Tax Map # 01-0106-033-00-00	District Outside Georgetown		Lot / Block 0 / 0		Zoning MR-10	
Sewer	Water	Type of Const	Type of Heat	Setback - Front	Setback - Side	Setback - Rear
Exterior	Fireplaces	Type of Fuel	Rooms	Bedrooms	Bathrooms	Stories
Proposed Use REMOVE ROTTEN DECK (100 SQ) & REPLACE SAME WITH ADDED SIZE OF 130 SQ.			Describe Work REMOVE ROTTEN DECK (100 SQ) & REPLACE SAME WITH ADDED SIZE OF 130 SQ.			

Owner Information DAVID GANTT	Address 44 LITTLE POINT Lane #UNIT-21 GEORGETOWN, SC 2440-	Phone (803)600-8740	Cell	Fax
----------------------------------	--	------------------------	------	-----

Contractor(s) SELF	Address SC	Phone	Cell
-----------------------	---------------	-------	------

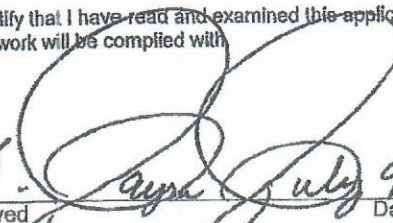
Flood Zone  Occupancy Type	Fire Zone	Valuation: \$ 6,900.00 Total Sq Feet: 0	<table border="1"> <tr> <th>Fee Total</th> <th>Amt Paid</th> <th>Amt Due</th> </tr> <tr> <td>\$ 240.60</td> <td>\$ 240.60</td> <td>\$ 0.00</td> </tr> </table>	Fee Total	Amt Paid	Amt Due	\$ 240.60	\$ 240.60	\$ 0.00
Fee Total	Amt Paid	Amt Due							
\$ 240.60	\$ 240.60	\$ 0.00							


Comments:

\*\*\*\* NOTICE \*\*\*\*

This application shall become the BUILDING PERMIT when approved by the Building Official or Development Coordinator. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of any ordinance, code, regulation, law or standard. Georgetown County reserves the right to enforce any violation of any code, regulation or law existing as of the date of these presents or created subsequently that applies to the work whether known or unknown to Georgetown County Building and Zoning Department. This permit shall become invalid unless the work authorized is commenced within six (6) months. IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Laws and Ordinances governing this type of work will be complied with.

  
 Approved \_\_\_\_\_ Date July 9, 21

Signature of Contractor \_\_\_\_\_ Date \_\_\_\_\_  
  
 Signature of Owner \_\_\_\_\_ Date 7/9/21



ATTACHMENT C

Excerpts from Master Deed -  
Entire Master Deed may Be found on the Webpage

STATE OF SOUTH CAROLINA )  
COUNTY OF GEORGETOWN )

MASTER DEED

BELLE ISLE HORIZONTAL PROPERTY REGIME NUMBER ONE

This Master Deed dated this 29th day of July, 1974, by Belle Isle Gardens Company, hereinafter sometimes referred to as the "Developer", a general partnership having its principal office at 1020 Bull Street, Columbia, South Carolina.

W I T N E S S E T H :

WHEREAS, the Developer is the owner of certain tracts of land in the County of Georgetown, South Carolina, parts of which the Developer proposes to develop and improve, in accordance with a harmonious plan for the design and relative location of condominium units, and parts of which the Developer proposes to develop and improve, in accordance with a harmonious plan for the design and relative location of single family dwellings, with other parts of which the Developer proposes to develop and improve as a private club with recreational amenities including a marina, tennis clubhouse and courts, a beach club and swimming pool, and a main club facility, so as to create a community to be known as "Belle Isle Club" providing the greatest possible degree of beauty and amenity for all the property owners and inhabitants thereof; and

WHEREAS, the Developer being about to construct and sell condominium units located on the part of the said tracts, more particularly hereinafter described, desires to assure to said purchasers and their several heirs and assigns owning such condominiums, and the inhabitants within said property, the use, benefit and enjoyment of the common amenities, facilities and utilities and desires to provide for the maintenance of such amenities and facilities and to this end desire that its land may be subject to certain restrictions, reservations,

(i) "Floor Plan" means the plans for each building which shall show the dimensions, area and location of each Unit therein, which plan is attached hereto as Exhibit "E" and by this reference made a part hereof.

(j) "Record or Recording" refers to record or recording in the Office of the Clerk of Court for Georgetown County, South Carolina.

(k) The words "Building", "Property", "Co-owner", "Council of Co-owners", "General Common Elements", "Limited Common Elements", "Majority of Co-owners", and "Person" shall have the meaning ascribed respectively to them in Section 57-495 of the Code of Laws of South Carolina as in effect on the date of recordation of this Master Deed. As used herein the term "Common Condominium Elements" shall have the same meaning as "General Common Elements".

(l) "Board of Directors" means the Board of Administration of the Council of Co-owners.

(m) "Common Condominium Elements" means the portion of the property and improvements within the Regime, as shown on Exhibits B, C, D and E, annexed hereto, not otherwise herein defined as being embraced within the individual Units, including but not limited to the foundations, roofs, floors, ceilings, perimeter walls of Units, load bearing interior walls and partitions, walls enclosing common pipe and other common facilities, slabs, stairways, pipes, wires, conduits, chimneys, air ducts, and public utility lines, including the space actually occupied by the above; all improvements to the premises constructed, or to be constructed, other than the Units, such as utilities, walkways, plantings, trees, shrubbery, yards, lawns, and all other elements of buildings not included within the Units, constructed or to be constructed on the aforesaid parcel of land described in Article 1 hereof, and all other property of the Regime.

Section 5. Limited Common Elements. The Limited Common Elements shall be as follows: patios, patio storage areas, porches, decks, attics, outside lights, steps and entry ways which are connected to a unit shall be Limited Common Elements of that unit.

Section 6. Redesignation. Upon the unanimous vote of all of the several Unit Owners comprising the Council of Co-owners, all or any portion of property designated as a Limited Common Element may be redesignated as a Common Element and by the same procedure, any Common Element may be designated as a Limited Common Element.

#### ARTICLE 4

Section 1. Expansion of Regime by Amendment. The Developer, its heirs, successors and assigns, may at any time prior to January 1, 1976, amend this Deed so as to subject to its provisions and the provisions of the Horizontal Property Act of this State all of Sub-Phase IB as shown on the plat referred to in Article 1, Section 2 hereof; at any time prior to January 1, 1977, amend this Deed so as to subject to its provisions and the provisions of the said Horizontal Property Act all of Sub-Phase IC as shown on the aforesaid plat; and at any time prior to January 1, 1978, amend this Deed so as to subject to its provisions and the provisions of the said Horizontal Property Act all of Sub-Phase ID as shown on the aforesaid plat. Twenty-four (24) units shall be constructed in Sub-Phase IB, eighteen (18) units shall be constructed in Sub-Phase IC, and twelve (12) units shall be constructed in Sub-Phase ID prior to the Sub-Phases being submitted to this Regime. The design, plans and specifications and construction of the additional fifty-four (54) units shall be substantially in keeping with the eighteen (18) units being submitted to the Regime by this Deed. The approximate location of all seventy-two (72) units is shown on the Master Plot Plan attached hereto as Exhibit "C". The said amendments to this Deed shall be made without further consent of any unit owner, and said unit owner, his or its successors, heirs

sale, together with the net proceeds of the insurance on the property, shall be considered as one fund which, after paying all expenses of the Insurance Trustee, shall be divided among all of the Unit Owners in a percentage equal to the percentage interest appurtenant to their Units, after first paying out of the respective share of the Unit Owners, to the extent sufficient for such purpose, all liens on the undivided interest in the property owned by each Unit Owner. Disbursements to such Owners shall be made pursuant to certificates provided for in Section 9 (d) (3) (d) of this Article.

If the damage or destruction for which the insurance proceeds are paid to the Insurance Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall levy a special assessment against the Co-owners of damaged or affected Units in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. Additional assessments may be made at any time during or following the completion of any repair or reconstruction. That portion of such assessments levied against each such Unit Owner shall be equal to that percentage computed by dividing the percentage interest appurtenant to such Owner's Unit by the total of the percentage interest appurtenant to all Units affected.

Any and all sums paid to the Regime under and by virtue of those special assessments provided for above shall be deposited by the Regime with the Insurance Trustee. Such proceeds from insurance and assessments, if any, received by the Trustee shall be disbursed as provided in Section 9 (d) (3) of this Article.

Section 11. Alterations, Additions or Improvements. No alterations of any Common Condominium Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Regime Council, which may authorize and charge as Common Expenses alterations, additions and improvements of the Common Condominium Elements as made and provided in the By-Laws.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by three members of the Co-owners. Directors and members not present in person or by proxy at the meetings considering the amendment may express their decision in writing, providing such decision is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such amendments must be approved either by (1) not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Co-owners; or (2) not less than 80% of the votes of the entire membership of the Co-owners; or (3) until the first election of directors, only by all directors, provided, however, any such amendment made pursuant to this section shall not increase the number of Units nor alter the boundaries of the common elements.

(c) No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners so affected shall consent. No amendment shall change any Unit nor the share of the Common Elements appurtenant to it, nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit and all record Owners of liens thereon shall join in the execution of the amendment except as provided in Article 4, Section 1 hereof.

(d) A copy of each amendment shall be certified by the President and Secretary of the Regime as having been duly adopted and shall be effective when recorded in the public records of Georgetown County, South Carolina.

(e) The Developer reserves the right to amend the Master Deed, its attachments and exhibits as may be required by law, any title insurance company, or lending institution and to correct

All current members of Regime 1 Board of Directors

Master Deed for Belle Isle Horizontal Property Regime Number One

Attached is a copy of the subject Master Deed with certain sections underlined, which are relative to restrictions against building on "Common Condominium Elements."

Page 5 defines Common Condominium Elements. Also defines Council of Co-Owners as being all owners within Regime One.

Page 7 requires a unanimous vote of Owners to change a Common Condominium Element from one type to another.

Page 16 restricts alterations, additions and improvements to Common Condominium Elements without prior written approval of Regime Council (which is defined as all Regime One owners).

Page 23 requires a 75% positive vote by all Regime One owners to amend the Master Deed.

The Master Deed is the principal legal document in the sale of all past and current Regime 1 units. No decks have ever been built on any Common Condominium Element by a Regime One owner until now. The deck under construction outside of Unit 21 is in violation of the restrictions described in the Master Deed. The Regime One Board of Directors can't ignore the Master Deed and must ensure that the deck is removed.

Robert McAlister (Regime One Unit 172 Owner)

Sans Serif

Attachment D

From: Carol Mason Mcmeekin  
mimi29708@gmail.com

Subject: Fwd: Illegal deck

Date: Jul 24, 2021 at 9:30:39 PM

To: PPA haynemcmeekin.md@gmail.com

Bcc: MIMI29708@gmail.com

Sent from my iPhone

Begin forwarded message:

From: Robert McAlister <[maryandmac.mcalister@gmail.com](mailto:maryandmac.mcalister@gmail.com)>  
Date: July 5, 2021 at 4:54:10 PM EDT  
To: Jay Thompson <[jay.thompson@thompson-logistics.com](mailto:jay.thompson@thompson-logistics.com)>  
Cc: [cbbi@aol.com](mailto:cbbi@aol.com), JUDY TROUP <[jtandcol@aol.com](mailto:jtandcol@aol.com)>, Carol Mason McMeekin <[mimi29708@gmail.com](mailto:mimi29708@gmail.com)>, Elizabeth Wall <[elizabethewall20@gmail.com](mailto:elizabethewall20@gmail.com)>, Vaughn Clarke <[spot1953@netzero.com](mailto:spot1953@netzero.com)>, [belleisleesther@aol.com](mailto:belleisleesther@aol.com), [davidgantt59@gmail.com](mailto:davidgantt59@gmail.com)  
Subject: Re: Illegal deck

The Regime 1 Master Deed, which is part of the legal contract between each owner and Horizontal Property Regime 1 of Belle Isle, is a separate matter from anything to do with the Belle Isle Marina. The two matters should remain separate from each other in my opinion.

organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

The porch deck that is being constructed in front of Unit 21 is located on Common Property, which is against the laws of the Master Deed for Regime 1. The deck is being constructed on Common Property. All Owners of Units in Regime 1 bought their units under the jurisdiction of the Master Deed for Regime 1, which is part of the Contract between the Owner and Belle Isle Regime 1.

The Owner of unit 21 of Regime 1 can refer to the Regime 1 Master Deed, copies of which are in the BIYC office. See Article 3, Section 1 and Section 6; and Article 5, Section 11.


When I was president of Regime 1, and after, there were discussions about building on Common Property and it was never allowed and can't be allowed now.

Robert McAlister, unit 172

----- Forwarded message -----

From: **Harry Jones** <[hljones51@gmail.com](mailto:hljones51@gmail.com)>



ATTACHMENT E  


# MOORE, JOHNSON & SARANITI Law Firm, P.A.

**Virginia Lee Moore**

*Certified Family Court Mediator*

**Sarah A. Johnson (Retired)**

*Also member of North Carolina Bar*

**Elizabeth J. Saraniti**

*Also member of Ohio Bar*

**Angela D. Harrison**

**Sarah K. Stapleton**

**Physical Address:**

**(overnight delivery only (no USPS))**

1271 Glenns Bay Road  
Surfside Beach, SC 29575

**Mailing Address:**

P.O. Box 14737  
Surfside Beach, SC 29587-4737

**Phone:** 843-650-9757

**Fax:** 843-650-9747

*Via Email Only*

July 20, 2021

Belle Isle Horizontal Property Regime Number One

RE: Common Areas and Limited Common Areas  
My File#: B650ES

Dear Board of Directors:

This Attorney Opinion letter is based solely on my review of the Governing Documents provided to me. No attempt was made to conduct a title search of the Association. Please be advised that any documents of record that may be identified in a title search of the Association could materially alter my opinion contained herein and therefore this legal opinion is subject to the existence of any such documents of record. In order to assure the accuracy of your documents it is recommended by this office that you perform periodic title searches of the Association. In addition, this opinion is based upon the current law of South Carolina as of the above date and is subject to future changes of applicable law.

The documents provided to me are the following: 1) Master Deed recorded and in the Office of the Register of Deeds for Georgetown County in Deed Book 124 at Page 1 and all exhibits thereto 2) Amendment to Master Deed recorded in the Office of the Register of Deeds for Georgetown County in Deed Book 126 at Page 110 and all exhibits thereto.

Pursuant to Article 3, Section 6 entitled Redesignation:

Upon the unanimous vote of all of the several unit owners comprising the council of co-owners, all or any portion of property designed as Limited Common Element may be redesignated as a Common Element and by the same procedure, as a Common Element may be designated as a Limited Common Element.  
[Master Deed, Article 3, Section 6]



This unanimous requirement is further reinforced by the South Carolina Non-Profit Corporation Act wherein Limited Common Elements are defined to:

Means and includes those common elements which are agreed upon by all the co-owners to be reserved for the use of a certain number of apartments to the exclusion of the other apartments. [*SC Non-Profit Corporation Act, Section 27-31-20(g)*]

As such, the Board of Directors does not have the power, and no amendment could grant such power to the Board of Directors to redesignate the Common Areas as such power would be in conflict with South Carolina Law.

If my interpretation of your question is incorrect, if you need further clarification or should have any additional questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, consisting of a stylized, cursive name followed by a long horizontal line extending to the right.