

RECORDED BOOK 1045

PAGE 793

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SECOND AMENDMENT TO
MASTER DEED OF SUMMER HOUSE HORIZONTAL PROPERTY REGIME
(AN EXPANDABLE REGIME)
AND
FIRST AMENDMENT TO
BYLAWS OF SUMMER HOUSE HORIZONTAL PROPERTY REGIME

WHEREAS, this is the Second Amendment to Master Deed of Summer House Horizontal Property Regime (An Expandable Regime) and First Amendment to Bylaws of Summer House Horizontal Property Regime (“Amendment”).

WHEREAS, the Summer House Council of Co-Owners, Inc. (“Council of Co-owners”) is constituted to provide and charged with the operation, care, upkeep and maintenance of the Council of Co-owners and its property as provided for in the Master Deed of Summer House Horizontal Property Regime (An Expandable Regime) (“Master Deed”) and Bylaws of Summer House Horizontal Property Regime (“Bylaws”) recorded February 27, 1986 in Book C152 at Page 663 with the Charleston County Register of Deeds. The Master Deed was amended by that Amendment to the Master Deed of Summer House Horizontal Property Regime recorded June 7, 1993, in Book W227 at Page 225. Hereinafter, the Articles of Incorporation, Master Deed, Bylaws and any promulgated rules, regulations and guidelines, and any amendments and supplements to any of them, collectively referred to as “Governing Documents”. The Council of Co-owners has determined it is in its best interests to revise the Master Deed and Bylaw as more particularly set forth herein.

WHEREAS, Section 1 of Article XIII of the Master Deed authorizes amendment of the Master Deed “by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by all the Co-Owners . . .”

WHEREAS, Section 8 of Article IV of the Bylaws provides the Bylaws may be amended “by the affirmative vote of two-thirds (2/3) of the votes entitled to be cast by the Co-Owners.”

WHEREAS, Section 8 of Article IV of the Bylaws states that the “presence in person or by proxy of Co-owners entitled to cast fifty-one (51%) percent of the total votes of the Co-owners shall constitute a Quorum for action by the Council . . .”

WHEREAS, via written/electronic ballot in lieu of a meeting this Amendment was put to a vote of the Co-owners. The required quorum was present and this Amendment was approved by the requisite number of Co-owners on August 31, 2021, and has been certified as provided in Exhibit A, attached hereto and incorporated herein by reference.

NOW, THEREFORE, in order to protect and preserve a safe, secure, valued and attractive community, to maintain good order and property values, and to promote the common good, the Master Deed and Bylaws are hereby amended as follows.

1. The foregoing recitals are and shall be deemed material and operative provisions of this Amendment and not mere recitals, and are fully incorporated herein by this reference.

2. All capitalized terms used herein shall have the same meaning ascribed to them in the Master Deed and Bylaws.

Amendment to Master Deed

3. Article VIII of the Master Deed is hereby amended by the addition of a new section, Section 12, as follows in bold:

Section 12. Transfer Fee. A transfer fee ("Transfer Fee") in the amount of one-half percent (0.5%) of the purchase price of the Unit shall be due and payable as set forth herein. Except for Exempt Transfers (as defined below), each person or entity ("Subsequent Unit Owner") who purchases or has transferred or conveyed to him a Unit shall pay the Transfer Fee to the Council of Co-owners at the time title is conveyed to such Subsequent Unit Owner. While the Transfer Fee shall constitute an assessment, it shall be distinct from any other assessments and shall not be an advanced payment of any kind. The Transfer Fee shall be due at closing, and if not paid when due, shall be collectible in the same manner as an assessment, including such sum being the personal obligation of the Subsequent Unit Owner and a continuing lien against the Unit. The Transfer Fee shall be added to an Association reserve account(s) established for future capital needs.

Notwithstanding the foregoing, a Transfer Fee shall not be due and payable for the following transfers or conveyances (collectively, "Exempt Transfers"):

- (a) The lease of a Unit to a leasehold tenant or lessee;
- (b) The transfer of a Unit to a spouse of an Owner or a direct lineal descendant of the Owner;
- (c) The transfer of a Unit to a trust whose beneficiaries are solely the spouse and/or direct lineal descendants of the Owner;
- (d) The transfer of a Unit to an entity in which the Owner owns, directly or indirectly, not less than fifty-one percent (51%) of the ownership interest in such entity;
- (e) The transfer of a Unit to a person that owns, directly or indirectly, not less than fifty-one percent (51%) of the ownership interests in the Owner; and
- (f) Notwithstanding anything contained herein to the contrary, no such Transfer Fee shall be collected upon conveyance of a Unit to a mortgagee following foreclosure or pursuant to a deed in lieu of foreclosure, but shall be paid in conjunction with the sale or conveyance of the Unit by a mortgagee to a Subsequent Unit Owner.

Amendment continued on next page.

Amendment to Bylaws

4. Section 7 of Article VII of the Bylaws is hereby amended by the deletion that section in its entirety as shown as follows in bold and strikeout (showing only the beginning and ending of such section):

~~Section 7. Regime Working Capital. At the time ... of the Property.~~

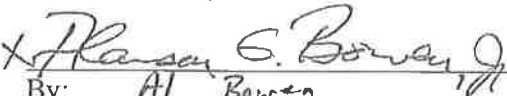
5. Except as modified in this Amendment, the Master Deed and Bylaws shall remain in full force and effect. To the extent there is a conflict between the Master Deed and Bylaws and this Amendment, this Amendment shall control.

WITNESS my hand and seal this 21st day of October, 2021.


SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SUMMER HOUSE COUNCIL OF
CO-OWNERS, INC.




X 
By: Al Bowen
Its: President

Witness #1




STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named, Al Bowen, President of Summer House Council of Co-Owners, Inc., sign, seal, and as his/her act and deed, deliver the within Second Amendment to Master Deed of Summer House Horizontal Property Regime (An Expandable Regime) and First Amendment to Bylaws of Summer House Horizontal Property Regime for the uses and purpose therein mentioned, that s/he is not a party to or beneficiary of the transaction, and that s/he with the other witness witnessed the execution thereof.



SWORN and subscribed to before me
this 21st day of October, 2021.



Notary Public for South Carolina
Printed Name of Notary: Emily Clark
My commission expires: February 3, 2026

EXHIBIT A
CERTIFICATION

Personally appeared before me: Al Bowen, President of Summer House Council of Co-Owners, Inc., who being duly sworn, allege and state as follows:

1. I am the duly elected President of the Summer House Council of Co-Owners, Inc.
2. I am over eighteen (18) years of age, competent, and make this Certification on personal knowledge.
4. Via written/electronic ballot in lieu of a meeting the foregoing Second Amendment to Master Deed of Summer House Horizontal Property Regime (An Expandable Regime) and First Amendment to Bylaws of Summer House Horizontal Property Regime to which this Exhibit A is attached, was put to a vote of the Co-owners. The required quorum was present and such amendment was approved by the requisite number of Co-owners, and the agreement of the required parties was lawfully obtained.
5. I have certified, and am hereby certifying, the vote of the Co-owners of Summer House Council of Co-Owners, Inc., and I certify the vote to have been as stated herein.

FURTHER THE AFFIANTS SAYETH NOT.

Summer House Council of Co-Owners, Inc.

Al Bowen
By: Al Bowen
Its: President

SWORN and subscribed to before me
this 21st day of October, 2021.

Emily Clark
Notary Public for South Carolina
Printed Name of Notary: Emily Clark
My Commission Expires: February 3, 2026