

**SIMONS & DEAN**  
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January 3, 2025

Ms. Cheryl Bailey  
Property Management Services  
1340-G Ben Sawyer Blvd.  
Mt. Pleasant, SC 29464

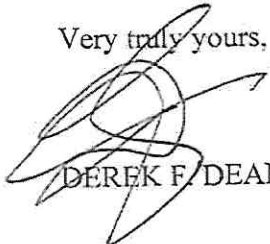
Re: *Selkirk Plantation Property Owners Association*

Dear Cheryl:

Enclosed is a copy of the recorded Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Selkirk Plantation. Please distribute a copy thereof to the membership in accordance with the provisions of the S.C. HOA Act.

With kind regards, I am

Very truly yours,



DEREK F. DEAN

DFD/  
Enclosure

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )



# PGS:  
7

**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SELKIRK PLANTATION**

WHEREAS, this is the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Selkirk Plantation ("Amendment").

WHEREAS, Selkirk Plantation Property Owners Association ("Association") is constituted to provide, and charged with, as applicable, the care, upkeep, administration and maintenance of the community and the Association and its property, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by the law or provisions of the Declaration of Covenants, Conditions and Restrictions for Selkirk Plantation recorded May 29, 1997, in Book T284 at Page 495 and re-recorded July 1, 1997, in Book J286 at Page 626 ("Declaration") and the Bylaws of Selkirk Plantation Property Owners, Inc. recorded January 6, 2023, in Book 1157 at Page 389 ("Bylaws") with the Charleston County Register of Deeds. The Declaration was amended by that: First Amendment to Declaration of Covenants, Conditions and Restrictions for Selkirk Plantation recorded August 14, 2001, in Book V379 at Page 259, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Selkirk Plantation recorded January 6, 2023, in Book 1157 at Page 390 (2<sup>nd</sup> Amendment") with the Register of Deeds for Charleston County, South Carolina. The Declaration as amended and/or supplemented by the foregoing hereinafter referred to collectively as "Declaration". Also applicable is: Re-Adoption and Re-Affirmation of Collection Policy; Design Review Committee Proposed Construction Submission Guidelines; and Violation Enforcement Policy recorded January 6, 2023 in Book 1157 at Page 391 with the Charleston County Register of Deeds. The Articles of Incorporation, Declaration, Bylaws, and the foregoing and any promulgated rules, regulations, guidelines, policies and the like hereinafter collectively referred to as "Governing Documents".

WHEREAS, Section 8.2 of Article 8 of the Declaration authorizes amendment of the Declaration by "an affirmative vote or affirmative written consent of a Super-Majority . . ." Section 1.25 of Article 1 of the Declaration defines Super-Majority as "Owners having aggregate Votes greater than sixty-six and 2/3 (66 2/3%) percent of Total Votes."

WHEREAS, Section 2.10 of Article 2 of the Bylaws states that "the presence of Owners representing a Majority of the Lots shall constitute a quorum . . ." Section 1.16 of Article 1 of the Declaration defines Majority as "Owners having Votes greater than fifty (50%) percent of Total Votes."

WHEREAS, the Bylaws provide for voting by written ballot in Section 2.13 of Article 2. Any action that may be taken at a meeting "may be taken without a meeting and by written ballot if the Association delivers a written ballot to every member. The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. . .

Approval by written ballot is valid only when the number of votes cast by ballot equals or exceeds the quorum required to authorize such action at a meeting and the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. . . . All solicitations for written ballots shall (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter; and (3) specify the time by which a ballot must be received by the Association in order to be counted." The South Carolina Nonprofit Corporation Act, 33-31-101, et seq., South Carolina Code of Laws, as amended, ("Act") also provides for voting by electronic or written ballot, and to the extent of any conflict, the Act controls. The Act provides the following pertinent sections. Section 33-31-708 permits action without a meeting and by written ballot if the Association "delivers a written or electronic ballot to every member entitled to vote on the matter." Subsection (b) states the written or electronic ballot shall: "(1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action." Subsection (c) provides that "[a]pproval by written or electronic ballot pursuant to this section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot." Subsection (d) further requires that solicitations for votes by written or electronic ballot shall (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the corporation in order to be counted. Except as otherwise provided in the articles or bylaws, a written or electronic ballot may not be revoked.

WHEREAS, via written/electronic ballot in lieu of a meeting, this Amendment was put to a vote of the Members/Owners. The required quorum was present and this Amendment was approved and adopted by the requisite number of Owners/Members on December 11, 2024. The vote was certified as having been duly adopted in Exhibit A, attached hereto and incorporated herein.

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

2. Section 5.8 of Article 5 of the Declaration, including as amended by the 2<sup>nd</sup> Amendment, is hereby amended by the deletion of the heading and language of such section and their replacement in their entirety with the following new heading and language, in bold:

**5.8 Capital Contributions. Notwithstanding anything to the contrary in this Declaration and except for Exempt Transfers (defined below), each person or entity who purchases, or has transferred or conveyed to it ("Subsequent Owner") (i) a Lot**

(or any part thereof) or (ii) any Common Area which is real property (or any part thereof) shall owe and pay to the Association a contribution ("Contribution") to the working capital fund at the time title is conveyed to such Subsequent Owner. For the purposes of this Section, transfers of the real property (whether improved or unimproved), in whole or in part, by merger, consolidation, liquidation, acquisition or the sale of any stock, interest, assets or any other whole or part of an entity that is an Owner of a Lot shall constitute a transfer under this section and shall not be exempt from the Contribution, except as expressly provided below. The Contribution payable as of the date hereof shall be an amount equal one quarter of one percent (0.25%) of the purchase price of the Lot, or any part thereof (for the sake of clarity, the avoidance of doubt and by way of example, the Contribution due shall be calculated by multiplying the purchase price by 0.0025 (i.e., \$1,000,000.00 purchase price x 0.0025 = \$2,500.00 Contribution, \$4,000,000.00 purchase price x 0.0025 = \$10,000.00 Contribution). The Contribution is and shall remain distinct from the annual assessment, shall not be considered advanced payment of any annual, special, emergency, individual, specific or other assessment or charges, and shall have no effect on any future assessments or charges of any kind. The purpose of the Contribution is to ensure that the Association will have funds available for common expenses, to meet unforeseen expenditures or shortfalls in the budget, for capital maintenance, replacement and improvements, and/or to acquire additional equipment and services deemed necessary or desirable by the Board. At the Board's discretion, such funds may be transferred to the Association's reserve account. The Contribution is due and payable at closing, shall be deposited into the escrow at such closing, and disbursed therefrom to the Association. The Contribution shall be an assessment, and if not paid when due, all the provisions of the Articles of Incorporation, Declaration, Bylaws, and any amendments and supplements to any of them (collectively referred to hereinafter as the "Governing Documents") relating to the payment, lien and collection of assessments shall be applicable, including, without limitation, attorneys' and paralegal fees and costs, whether or not an action is commenced. Any agreement between an Owner and a Subsequent Owner regarding the allocation of the responsibility of the payment of the Contribution shall not affect the liability of the Subsequent Owner to the Association therefor.

Notwithstanding the foregoing, a Contribution shall not be due and payable for the following transfers or conveyances (collectively, "Exempt Transfers"). In the event a question arises as to whether a transfer or conveyance is an Exempt Transfer, such question shall be decided by the Board in its sole discretion, which decision shall be final.

- (a) the lease of a Lot to a leasehold tenant or lessee;
- (b) the transfer of a Lot to a spouse or domestic partner of an Owner, or a direct lineal ascendants or descendant of such Owner, spouse or domestic partner;

(c) the transfer of a Lot to a trust whose beneficiaries are solely the Owner, Owner's spouse or domestic partner, or direct lineal ascendants or descendants of the Owner, spouse or domestic partner, and/or any combination thereof;

(d) The transfer of a Lot to an entity in which the Owner owns, directly or indirectly, not less than fifty percent (50%) of the ownership interest in such entity;

(e) The transfer of a Lot to a person that owns, directly or indirectly, not less than fifty percent (50%) of the ownership interests in the Owner; and

(f) Notwithstanding anything contained herein to the contrary, no such Contribution shall be collected upon conveyance of a Lot 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 Lot by a mortgagee to a Subsequent Owner.

3. Except as specifically modified hereby, the Declaration shall remain in full force and effect. To the extent there is a conflict between this Amendment and the Declaration, this Amendment shall control.

*Signatures on next page.*



**EXHIBIT A**  
**CERTIFICATION**

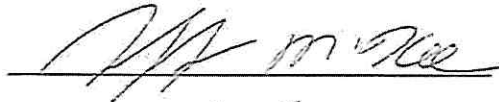
Personally appeared before me, the undersigned, who being duly sworn, allege and state as follows:

1. I am the duly elected President of Selkirk Plantation Property Owners Association, am over eighteen (18) years of age and competent, and make this affidavit on personal knowledge.

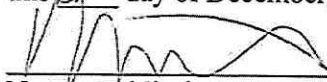
2. Via written/electronic ballot in lieu of a meeting, the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Selkirk Plantation, to which this Exhibit A is attached, was put to a vote of the Owners/Members. The required quorum was present and such amendment was approved by the requisite number of Owners/Members.

5. I have certified, and am hereby certifying, the vote of the Owners/Members of Selkirk Plantation Property Owners Association, and I certify the vote to have been as stated herein.

FURTHER THE AFFIANT SAYETH NOT.

  
Print Name: Jeffrey McKee

SWORN and subscribed to before me  
this 5<sup>th</sup> day of December, 2024.

  
Notary Public for South Carolina  
Printed Name of Notary: Hunter McLendon  
My Commission Expires: 1/20/27

# RECORDER'S PAGE



**NOTE:** This page **MUST** remain with the original document

**Filed By:**

SIMONS & DEAN ATTY AT LAW  
 147 WAPPOO CREEK DR  
 STE 604  
 CHARLESTON SC 29412 (MAILBACK)

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Karen Hollings, Register of Deeds Charleston County, SC		

**MAKER:**

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