

STATE OF SOUTH CAROLINA) FIRST AMENDMENT TO THE RESTATED
) AND AMENDED BYLAWS FOR THE
COUNTY OF BEAUFORT) TOWNHOUSE TENNIS III OWNERS
ASSOCIATION

THIS FIRST AMENDMENT TO THE RESTATED AND REVISED DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR TOWNHOUSE TENNIS III AND RESTATED AND AMENDED BYLAWS FOR THE TOWNHOUSE TENNIS III OWNERS ASSOCIATION (hereinafter “Amendment”) is made as of this 22nd day of November 2024 by Townhouse Tennis III Owners Association (the “Association”).

WHEREAS, Townhouse Tennis Associates duly recorded a Declaration of Covenants and Restrictions for Townhouse Tennis III on July 10, 1978 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 266 at Page 534 (the “Covenants”); and

WHEREAS, said Covenants were re-recorded after correction on August 10, 1978, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 268 at Page 297; and

WHEREAS, the Bylaws of Townhouse Tennis III were adopted on October 12, 1980, and thereafter recorded on February 20, 1992 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 592 at Page 2515; and

WHEREAS, said Bylaws of Townhouse Tennis III were amended June 8, 1998, by a document bearing the same name and recorded on June 9, 1998 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 1052 at Page 1752; and

WHEREAS, said Covenants and Bylaws were amended and restated by a Restated and Revised Declarations of Covenants and Restrictions for Townhouse Tennis III and Restated and Amended Bylaws for the Townhouse Tennis III Owners Association dated March 25, 2006

recorded on April 12, 2006 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2355 at Page 892; and

WHEREAS, the Association desires to make further amendment to the By-Laws, as previously amended, to add a section to Article 12, "ASSESSMENTS" authorizing a fee due upon transfer; and

WHEREAS, the Association desires to designate such section as "Section 12.5 Initiation Fee Due Upon Transfer" which shall adopt and incorporate a transfer fee; and

WHEREAS, the Association has determined that this Amendment is necessary to promote and preserve the financial stability of the Association; and

WHEREAS, the By-Laws provide that they may be amended by ratification of at least two-thirds (2/3's) of the all membership votes of the Association; and

WHEREAS, the Association called for action at the annual members' meeting held on November 7, 2024; and

WHEREAS, at said meeting the matter was put to the members with the return on the voting showing Sixty-Six and 67/100^{THS} percent (66.67%) of the Association's membership interest favoring the motion;

WHEREAS, the votes in favor of this Amendment met the amendment threshold of the By-Laws and was adopted and approved; and

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the undersigned President of the Association does hereby execute this Amendment, certify that it constitutes a duly approved amendment to the By-Laws of the Association, and does hereby declare:

1. **Recitals:** The foregoing paragraphs and recitals, also known as "Whereas clauses", are not mere recitals, are incorporated herein as part of this Amendment, and are an integral part hereof; and

2. **Effective Date:** This Amendment is to be effective upon recording with the Beaufort County land records.

3. **Amendment:** The Association amends the By-Laws to add Section 12.5 to Article 12 of the By-Laws titled "ASSESSMENTS" to read as follows:

12.5. INITIATION FEE DUE UPON TRANSFER. *Upon the sale or transfer of a unit in an arm's length transfer, or any interest therein or any portion thereof, the party acquiring the same shall remit to the association at closing, and the association shall so collect, by and through the board of directors or a management agent, a one-time initiation fee in an amount equal to One-Half of One Percent (0.500%) of the total consideration given for the transfer (the "Initiation Fee"). Said funds are to be applied to reserves for future capital projects and kept in a capital reserve account. The board of directors is vested with exclusive authority to establish and record, as appropriate, criteria, rules, definitions, uses, and policies related to the said capital reserve account and Initiation Fee. Exempted from the initial Initiation Fee are:*

- i) transfers for purposes of asset protection, i.e. to a trust, into a life estate, from a natural person into a limited liability company in which the transferor has a substantial ownership, controlling, or reversionary interest;*
- ii) transfers incident to death;*
- iii) transfers for nominal consideration; or*
- iv) transfers amongst co-owners so long as the transfer is associated only with one unit and involves only the owners of that same unit.*

The Initiation Fee is separate and distinct from any other fee or assessment presently charged or collectible under the covenants and bylaws. Notwithstanding the foregoing, should the Initiation Fee not be paid at the time of transfer, said fee is collectible and enforceable under the same terms and powers as assessments, including the right of lien and all other collection rights, as well as reimbursement for costs of collection thereof, to include attorney fees, costs and expenses. The board of directors shall also have the obligation to determine whether any particular transfer triggers the Initiation Fee or is exempt therefrom and evaluate the total consideration actually given for said transfer.

Any purchaser of a unit has an affirmative duty to contact the association to put it on notice of a transfer and confirm no fee remains due.

4. **Definitions:** Unless otherwise specified herein, all terms to be given the same meaning as set out in the Covenants and By-Laws, respectively, including all Exhibits and amendments thereto and are based upon the definitions found in the Restated and Amended Bylaws for the Townhouse Tennis III Owners Association.

5. **Conflict:** The provisions stated herein constitute an amendment to the Bylaws and alter/modify said By-Laws as herein stated.

6. **MISCELLANEOUS:** All provisions of the Bylaws, and all valid amendments

thereto, which are not modified herein are expressly incorporated into and reaffirmed by this Amendment in the same manner as if the same were expressly set forth herein. This Amendment is intended to comply with the provisions of the South Carolina Homeowners Association Act as well as the aforementioned Covenants and Bylaws. In case any of the provisions stated above conflict with the provisions of said statute or Covenants, the provisions of the statute then said Covenants shall control. The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Amendment shall not affect the validity or enforceability of the remaining portions thereof and in the event, all of the other provisions of the Amendment shall continue in full force and effect as if such invalid provision had never been included therein.

IN WITNESS WHEREOF, the Townhouse Tennis III Owners Association, has caused the undersigned, Michael Mims, its President and duly-authorized signatory, to execute this this **“FIRST AMENDMENT TO THE RESTATED AND AMENDED BYLAWS FOR THE TOWNHOUSE TENNIS III OWNERS ASSOCIATION”** on the date first set forth above.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**TOWNHOUSE TENNIS III OWNERS
ASSOCIATION**

1) Mary A. Thornton
Witness No. 1

By: [Signature]
Name: Michael Mims
Its: President

2) [Signature]
Witness (Notary Public)

Attest: Maureen E. Rosene
Name: Maureen Rosene
Its: Secretary
Date: 11/22/24

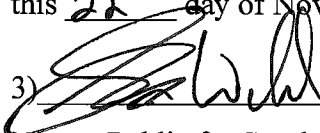
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Michael Mims, as President of the Townhouse Tennis III Owners Association, who presented sufficient identification or is known to me, personally appeared before me this day and acknowledged execution of the foregoing instrument.

Witness my hand and official seal

this 22 day of November 2024.

3) 

Notary Public for South Carolina

My Commission Expires: 2-2-28

**** Instructions for Execution:** *All signatures should be in blue ink.*
 ALL blanks must be filled in.
 Witness 1 signs at line 1
 Notary Public signs at line 2 (2nd Witness)
 Notary Public signs at line 3