

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)

AFFIDAVIT TO RECORD

IN RE: Wendover Dunes Owners' Association, Inc.

I, Jannine M. Mutterer, Esquire, do hereby state that:

1. I serve as general counsel for Wendover Dunes Owners' Association, Inc. This Affidavit is made to record the attached *Second Amendment to By-Laws for Wendover Dunes Owners' Association, Inc.* in order to meet the requirements of the South Carolina Code §27-30-110, et seq. known as The South Carolina Homeowners Association Act which amended Title 27 of the 1976 Code of Laws of South Carolina.

FURTHER AFFIANT SAYETH NOT.



Jannine M. Mutterer, Esquire

SWORN TO BEFORE ME THIS

29 day of May, 2024



Notary Public for South Carolina

My Commission expires 1/21/2025

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)
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**SECOND AMENDMENT TO BY-LAWS
 FOR WENDOVER DUNES OWNERS'
 ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO BY-LAWS FOR WENDOVER DUNES OWNERS' ASSOCIATION, INC. (the "Second Amendment") is made and executed to be effective this 16 day of May, 2024, by the Wendover Dunes Owners' Association, Inc., ("Association").

WHEREAS, on or about the 20th day of July 2001, Greenwood Development Corporation, a South Carolina corporation, executed a certain Master Deed and By-Laws establishing Wendover Dunes Horizontal Property Regime, which Master Deed was recorded on the 27th day of August 2001, in Official Record Book 1463 at Page 1891 and in Plat Book 82 at Page 50 in the Office of the Register of Deeds for Beaufort County, South Carolina (the "Master Deed and By-Laws"), and all amendments thereafter; and

WHEREAS, pursuant to said By-Laws, Article XIII, Section 1(c), the Master Deed may be altered, amended or added to at any duly called meeting of the members (Co-Owners) provided:

- (1) Notice of meeting shall contain a statement of the proposed amendment;
- (2) Sixty-Seven percent (67%) approval of Co-Owners; and
- (3) Said Amendment shall be recorded as required by the Horizontal Property Regime Act (S.C. Code Ann. Sec. 27-31-160), South Carolina Code §27-30-110, et seq. known as The South Carolina Homeowners Association Act which amended Title 27 of the 1976 Code of Laws of South Carolina; and

WHEREAS, at a duly noticed and held a Special Meeting of Wendover Dunes Owners' Association, Inc., held on May 16, 2024, 67.09 % of the voting members approved the Amendment of Article IV, Section 3(c) of the By-Laws.

NOW THEREFORE, the By-Laws Wendover Dunes Owners' Association, Inc., held are amended as follows:

Article IV, Section 3(c) replaced to state:

Article IV. Board of Directors, Section 3. Specific Powers and Duties.

Section 3(c): Capital Improvement Fee.

- (a) **Authority.** To provide an additional source of funds, the Association may establish and collect a Capital Improvement Fee (sometimes "Fee") upon each transfer of title of a Unit. The Fee shall be charged to the purchase of the Unit and shall be payable to the Association at the closing of the Transfer, as hereinafter defined.

For purposes of this Section 3(c), a "Transfer" shall be deemed to occur upon the execution and delivery of a deed, instrument, or other similar writing whereby any Unit or interest therein, is sold, granted, conveyed, or otherwise transferred by the Owner to another person or entity.

- (b) **Purpose.** The Capital Improvement Fee shall be placed in a segregated account and used for such purposes as may be permitted under the S.C. Transfer Fee Act, S.C. Code Ann. §27-1-70.
- (c) **Commencement of Fee.** The Capital Improvement Fee shall commence on the date of passage of this Amendment, and shall remain in full force and effect thereafter unless otherwise amended.
- (d) **Calculation of Fee.** The Capital Improvement Fee shall be and shall not exceed one-half (1/2) of one percent (1%) of the Selling Price of the Unit. The Selling Price is the contract sales price paid by a purchaser of any Lot as shown on the Settlement Statement or the "Sale Price" of the Closing Disclosure.
- (e) **Obligation and Lien for Fee.** The purchaser of any Unit shall be solely responsible for the payment of the Capital Improvement Fee, and it must be paid to the Association within seven (7) days after the date of the closing of the Transfer. The Association shall have a lien against the Unit and may pursue all remedies available to it at law or in equity, including the right to foreclose, and is entitled to all costs and reasonable attorney's fees incurred in such enforcement.
- (f) **Exempt Transfers.** No Capital Improvement Fee shall be levied upon the Transfer of title to any Lot:
 - i. to add a joint-owner;
 - ii. to any person who was a co-owner immediately prior to such transfer;
 - iii. to the Unit Owner's estate, surviving spouse, or heirs at law upon the death of the Owner;
 - iv. to an entity wholly owned by the grantor or to a family trust created by the grantor for the benefit of grantor, his or her spouse, and/or such heirs at law; provided that upon any subsequent Transfer of an ownership interest in such entity, the Capital Improvement Fee shall be due;
 - v. to a first mortgagee pursuant to a decree of foreclosure or deed in lieu of foreclosure;
 - vi. to the Association upon foreclosure of lien for assessments pursuant to By-Laws Article VII, Section 4;
 - vii. to a Unit Owner purchasing an additional Unit; and
 - viii. to a Unit Owner selling their Unit and purchasing a new Unit.

All of the other terms and conditions of the By-Laws of the Wendover Dunes Owners' Association, Inc., and all Amendments thereto, are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing amendment to Bylaws Article IV, Section 3(c) is hereby adopted.

WITNESSES:

Jaclyn Phillips
Jaclyn Phillips

WENDOVER DUNES HOME OWNERS' ASSOCIATION, INC.

By: Michael Beall

Its: MICHAEL BEALL
President

WITNESSES:

Lisa Martin
LISA MARTIN

By: Megan Tobin

Its: Megan Tobin
Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that Michael Beall, Megan Tobin, the President and Secretary of the Wendover Dunes Owners' Association, Inc., a South Carolina non-profit corporation, personally appeared before me this day and, in the presence of the witness(es) above named, acknowledged the due execution of the foregoing instrument, the Second Amendment to By-Laws.

Witness my hand and official seal this 16 day of May, 2024.

Kathleen Smith
Notary Public for South Carolina
My Commission Expires: 10/20/2027

KATHLEEN SMITH
Notary Public, State of South Carolina
My Commission Expires 10/20/2027