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Return to: Meredith Bannon, Esquire The Bannon Law Group, LLC Post Office Box 3691 Westbury Park Way, Suite C-1 Bluffton, South Carolina 29901

SOUTH OF SOUTH CAROLINA
)
IN THE REGISTER OF DEEDS
COUNTY OF BEAUFORT
)

## THIRD AMENDMENT TO THE BY-LAWS FOR THE RESERVE AT WOODBRIDGE OWNER'S ASSOCIATION, INC.

WHEREAS, Kings Summer Isle Apartments, LLC a South Carolina Limited
Liability Company ("Developer") previously made, submitted, and established the Master Deed
of The Reserve At Woodbridge (the "Master Deed"), and submitted the Property more
particularly described in Exhibit A thereto to the said Association, and

WHEREAS, the Master Deed dated July 20, 2005, was recorded May 15, 2005 in Deed Book 02374, Page 0026 et. seq. with the Register of Deeds Office for Beaufort County, South Carolina; and

WHEREAS, the By-Laws of The Reserve At Woodbridge Owner's Association were recorded as Exhibit "H" to the Declaration ("By-Laws"); and

WHEREAS, the First Amendment to the By-Laws was adopted on August 8, 2013, and was recorded on October 2, 2013, in Deed Book 3276, Page 3160, with the Register of Deeds Office of Beaufort County, South Carolina; and

WHEREAS, the Second Amendment to the By-Laws was adopted on May 1, 2014, and was recorded on May 5, 2014, in Deed Book 3318, Page 2913 with the Register of Deeds Office of Beaufort County, South Carolina,; and

WHEREAS, Article 13, Section 13.1 of the By-Laws provides for the amendment of the By-Laws with the consent of the Owners of Units to which at least sixty-seven (67%) percent of the voters in the Association are allocated; and

WHEREAS, not less than sixty-seven (67%) percent of all of the Members have voted to amend the By-Laws; and

WHEREAS, the written amendment does not materially affect the ownership interest of any Unit Owner; and

WHEREAS, this amendment does not alter, modify, change or rescind any right, title, interest or privilege by any mortgage holder of any unit; provided, however, in the event a court of competent jurisdiction determines that this Amendment does alter, modify, change or rescind any right, title, interest or privilege held by any such mortgage holder without such mortgage holder's consent in writing to this Amendment, then this Amendment shall not be binding on the mortgage holders so involve, unless such mortgage holder consents to this Amendment, and if such consent in not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected mortgage holder; and

NOW, THEREFORE, the By-Laws for The Reserve At Woodbridge Owner's Association, Inc. is hereby amended as follows:

Article 7, Section 7.4 of the By-Laws is deleted in its entirety and replaced with the following:

DEFAULT PAYMENTS OF COMMON EXPENSE CHARGES. All common charges due for any Co-owner shall be due and payable on the 1st of the month. Any common charges due from any Co-owner which remain unpaid for more than ten (10) days from the due date for payment thereof shall be considered late. The Board shall take prompt action to collect any common charges due from any Co-owners which remains unpaid for more than thirty (30) days from the due date for payment thereof as set forth herein. All late payments as defined herein shall incur interest at the rate of one and one-half (1.5%) percent of the delinquent amount per month on such unpaid common charges form the due date thereof, together with all of the expenses including attorney fees, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board, in its sole discretion, may institute such proceedings as they deem appropriate and as allowed in the By-Laws against any such Co-owner who is deemed to be in default for the collection of such unpaid common charges. The Board shall have the right and duty to attempt to recover such Common Charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Co-owners, or by foreclosure of the lien on such Unit granted by Section 27-31-210, Code of Laws of South Carolina, 1976. With regard to the subordinate nature of such liens as it relates to mortgages recorded prior to the recording of any evidence of such lien. the provisions of Section 27-21-210, Code of Laws of South Carolina, 1976, as amended, shall be controlling.

IN WITNESS WHEREOF, the undersigned officers of The Reserve At Woodbridge Owner's Association, Inc. hereby certify that the above Third Amendment to the By-Laws of The Reserve At Woodbridge Owner's Association, Inc. was duly adopted by the required percentage of the Unit Owners with proper notices given and in accordance with Article 16, Section 16.2 of the Master Deed.

This 17 774 day of 19 2016.

The Reserve At Woodbridge Owner's Association, Inc.

## A South Carolina non-profit corporation

By:
Name: Boyart Gorlilla
Title: President
Attest:
By Coleta Coundres
Name: Poberta A. SAUNDERS
Title: Secretary
(Corporate Scal)
alronick
Witness Signature
Print Name: Cherry Aroneck
Lina Mille Lellan
Witness Signature Print Name: Linda, M. McLellm
Print Name: Linda M. McLellan

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	) ) )	ACKNOWLEDGEMENT

I, the undersigned Notary Public do certify that the above named signatories and witnesses personally appeared before me, and having satisfactorily proven to be the person or persons whose names are subscribed above, have acknowledged the due execution of the within instrument. Witness my official seal this 12 day of 12 <del>Wal</del>ter C. Dollman Jr. Notary Public for Natory Public, State of South Cerolina - My Commission Expires 3/24/2024 My Commission expires: STATE OF SOUTH CAROLINA ACKNOWLEDGEMENT COUNTY OF BEAUFORT PERSONALLY appeared before me acost and made outh that YAUT (690/440) as President, and he/she saw the within named as Secretary, sign and seal the foregoing covenants as the act and deed of Reserve at Woodbridge Association, Inc. and that deponent with Notary witnessed the execution thereof.

WALTER C. DOLLMAN JR.
Notary Public for Notary Public State of South Carolina
My Commission ex https://dommission.ex.html