

STATE OF SOUTH CAROLINA) SECOND AMENDMENT TO THE BY-LAWS
) OF BEACHWALK VILLAS
COUNTY OF BEAUFORT) CONDOMINIUM ASSOCIATION, INC.

THIS SECOND AMENDMENT TO THE BY-LAWS OF BEACHWALK VILLAS CONDOMINIUM ASSOCIATION, INC. (hereinafter "Amendment"), is made as of this 7th day of October, 2023, by Beachwalk Villas Condominium Association, Inc. ("Association").

WHEREAS, Justice Builders duly recorded a Master Deed of Beachwalk Villas Horizontal Property Regime on July 25, 1980 in the Office of the Record of Deeds for Beaufort County, South Carolina, in Book 304 at Page 407 (the "Master Deed"); and

WHEREAS, as Appendix "A" to the Master Deed, Justice Builders duly recorded By-Laws of Beachwalk Villas Condominium Association, Inc. (the "By-Laws"); and

WHEREAS, Justice Builders duly recorded a Supplement to Master Deed of Beachwalk Villas Horizontal Property Regime on May 18, 1981 in the Office of the Record of Deeds for Beaufort County, South Carolina, in Book 322 at Page 1607; and

WHEREAS, the Association duly recorded a First Amendment to the By-Laws of Beachwalk Villas Condominium Association, Inc. on May 9, 2011 in the Office of the Record of Deeds for Beaufort County, South Carolina, in Book 3058 at Page 1398; and

WHEREAS, the Association duly recorded a First Amendment to the Master Deed of Beachwalk Villas Horizontal Property Regime on July 27, 2022 in the Office of the Record of Deeds for Beaufort County, South Carolina, in Book 4168 at Page 0641; and

WHEREAS, the Association desires to make further amendment to the By-Laws to add a section to Article 7 of the By-Laws, as amended, the enumerated section heading of the By-Laws titled "Fiscal Management",

WHEREAS, the Association desires to designate such section as "(g) Fee Due Upon Transfer." which shall adopt and incorporate a transfer fee;

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

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

WHEREAS, on July 10, 2023 the Association called for action without a meeting by written or electronic ballot sent to all members and setting a ballot receipt deadline of August 23, 2023; and

WHEREAS, the Association received return ballots showing Sixty-Nine and 82/100^{THS} percent (69.82%) of the Association's membership interest favored the motion; and

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

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 (g) to Article 7 of the By-Laws titled “Fiscal Management” to read as follows:

(g). FEE DUE UPON TRANSFER. Upon the sale or transfer of an Apartment, or any interest therein or any portion thereof, the party acquiring the interest in the Apartment shall remit to the Association, and the Association shall so collect, at closing a one-time cost reimbursement, reserve contribution and initiation fee in the amount of One-Half of One Percent (0.50%) of the sale price of each Apartment. Said funds are to be used to offset administrative expenses required to be paid by the Association for new Owner setup and/or capital projects. The Board is vested with exclusive authority to establish and record criteria, rules, definitions, and policies related to the terms hereof. The Board shall also have the authority to determine whether the facts and circumstances of any transfer triggers the fee, which is intended to cover arm’s length transactions, or an exemption, with the exemptions being:

- 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 current co-owners to the same Apartment.

This fee is independent of and distinct from any other fee presently charged or collectible under the Master Deed and By-Laws..

4. **Definitions:** Unless otherwise specified herein, all terms to be given the same meaning as set out in the Master Deed and By-Laws, respectively, including all Exhibits and amendments thereto.

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

6. **Incorporation:** The provisions of the By-Laws, 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 aforementioned By-Laws.

7. **MISCELLANEOUS:** All provisions of the By-Laws 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 aforesaid Master Deed and By-Laws and the South Carolina Horizontal Property Act contained in S.C. Code Ann. §27-31-10, et seq. (1976, as amended). In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. In case any of the provisions stated above conflict with the provisions of the Master Deed, the provisions of said Master Deed 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.

[SIGNATURE & CERTIFICATION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Beachwalk Villas Condominium Association, Inc., has caused the undersigned, Roy Ray, its President and duly-authorized signatory, to execute this this "SECOND AMENDMENT TO THE BY-LAWS OF BEACHWALK VILLAS CONDOMINIUM ASSOCIATION, INC." on the date first set forth above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

BEACHWALK VILLAS CONDOMINIUM ASSOCIATION, INC.

1) [Signature]
Witness No. 1

By: [Signature]
Name: Roy Ray
Its: President

2) [Signature]
Witness (Notary Public)

Attest: [Signature]
Name: Amy Ashton
Its: Secretary

STATE OF South Carolina)
COUNTY OF Beaufort)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Roy Ray, as President of Beachwalk Villas Condominium Association, Inc., who presented sufficient identification, personally appeared before me this day and acknowledged execution of the foregoing instrument in the presence of the two witnesses above-named, and Amy Ashton, Secretary, did attest the same.

Witness my hand and official seal this 7th day of October ~~September~~ 2023.

3) [Signature]
Notary Public for South Carolina
My Commission Expires: My Commission Expires February 4, 2024

**** 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