

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)

AFFIDAVIT TO RECORD

IN RE: The Villages at Palmetto Pointe Homeowners' Association, Inc.


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

1. I serve as general counsel for The Villages at Palmetto Pointe Homeowners' Association, Inc.
2. This Affidavit is made to record the attached *First Amendment to the Master Declaration of Covenants Conditions and Restrictions for Villages at Palmetto Pointe* 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
24 day of November, 2020


Notary Public for South Carolina
My Commission expires 4/11/2028



This document was prepared by:
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STATE OF SOUTH CAROLINA)
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COUNTY OF BEAUFORT)
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) **FIRST AMENDMENT TO THE
) MASTER DECLARATION OF COVENANTS
) CONDITIONS AND RESTRICTIONS FOR
) VILLAGES AT PALMETTO POINTE**

THIS FIRST AMENDMENT TO THE MASTER DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR VILLAGES AT PALMETTO POINTE (“First Amendment”) is made and executed to be effective this 20th day of November, 2020, by the Villages at Palmetto Pointe Homeowners Association, Inc. (“Association”).

WHEREAS, Declarant, Palmetto Pointe developers, LLC, did record its Master Declaration of Covenants, Conditions and Restrictions for Villages at Palmetto Pointe on November 8, 2006 in the Office of the Clerk for Beaufort County, South Carolina in Deed Book 2471 at Page 2539 (the “Declaration”), Supplementary Declaration of Covenants & Restrictions for Palmetto Pointe, Phase 2, having been recorded on January 2, 2008 in the Office of the Clerk for Beaufort County, South Carolina in Deed Book 2668 at Page 466, Supplementary Declaration of Covenants & Restrictions for Palmetto Pointe, Phase IV-A, having been recorded on April 9, 2014 in the Office of the Clerk for Beaufort County, South Carolina in Deed Book 3314 at Page 591, Supplementary Declaration of Covenants & Restrictions for Palmetto Pointe, Phase 3, having been recorded on March 29, 2016 in the Office of the Clerk for Beaufort County, South Carolina in Deed Book 3471 at Page 2828, Supplementary Declaration of Covenants & Restrictions for Palmetto Pointe, Phase 4, having been recorded on September 17, 2018 in the Office of the Clerk for Beaufort County, South Carolina in Deed Book 3699 at Page 1607 and Supplementary Declaration of Covenants & Restrictions for Palmetto Pointe, Phase 5, having been recorded on April 30, 2019 in the Office of the Clerk for Beaufort County, South Carolina in Deed Book 3755 at Page 2029;

WHEREAS, Declarant did record the Assignment of Declarant Rights assigning to WWH Palmetto Pointe Investors, LLC those certain reserved rights and powers set forth in the Declaration. Said Assignment of Declarant Rights recorded on April 9, 2014 in Deed Book 3314 at Page 588 in the Office of the Clerk of Court for Beaufort County, South Carolina;

WHEREAS, Pursuant to Article VIII, Section 3 of the Declaration, material amendments or extraordinary actions must be approved by Members entitled to cast a vote of at least Sixty-Seven (67%) Percent of the votes of Members present, in person or by proxy, and voting at any meeting of the Association held for such purpose;

WHEREAS, a Meeting of the membership having been held on November 5, 2020, duly noticed in accordance with the Declaration, and of the total number of votes in (187) the Association, 172 were in favor of the Amendment to create a Capital Improvement Fee, 15 votes were in opposition and 0 votes were abstaining;

WHEREAS, a Meeting of the membership having been held on November 5, 2020, duly noticed in accordance with the Declaration, and of the total number of votes in (185) the Association, 168 were in favor of the Amendment to add a Late Fee for past due assessments, 17 votes were in opposition and 0 votes were abstaining;

WHEREAS, the affirmative votes are in excess of the required Sixty-Seven (67%) Percent of the affirmative vote required for passage and this First Amendment shall be effective as of the date of recording the same in the aforesaid records.

NOW THEREFORE, the Association, by its duly elected President and Secretary, hereby declares that the provisions of:

Article V, Section 3(d) of the Declaration is amended as follows:

(d) Notwithstanding the provisions contained herein with respect to maximum annual assessment or otherwise, the Board shall have the authority, on behalf of the Association, to establish and collect a fee upon each transfer of title to a Lot or Property, which shall be payable to the Association at the closing of the transfer. Such fee shall be a Capital Improvement Fee and shall be the obligation of the purchaser and shall be secured by the Association's lien for assessments under the Declaration. An Owner shall notify the Association Secretary or other authorized agent of a pending transfer of such Owner's Lot or Property at least fourteen (14) days prior to the transfer. Such notice shall include the name of the purchaser, the date of title transfer, and such information as the Board may reasonably require.

The Capital Improvement Fee upon the sale of each Lot or Property shall be in an amount as determined by the Board which shall not be less than .025% ($\frac{1}{4}$ of 1%) and not more than .050% ($\frac{1}{2}$ of 1%) of the contract sales price of each Lot or Property, which shall be deposited with and added to existing capital reserve funds and used for emergency capital expenditures, landscape improvements for the Common Areas, and other community enhancement projects as approved by the Board.

Notwithstanding the above, no community enhancement fee shall be levied upon transfer of title to a Dwelling Unit in the following circumstances:

- i. by a co-owner to any Person who was a co-owner immediately prior to such transfer;
- ii. to the Owner's estate, surviving spouse, or child upon the death of the Owner;
- iii. to a member of the Owner's immediate family where no consideration or only nominal consideration is received; provided, that upon any subsequent transfer, the transfer fee shall become due;
- iv. to an entity (corporation, partnership, trust, limited liability company, etc.) wholly owned by the transferor; provided, that upon any subsequent transfer, the transfer fee shall become due;
- v. to an institutional lender in lieu of foreclosure of a mortgage or upon foreclosure of a mortgage; or
- vi. to the Association upon foreclosure of lien for assessments pursuant to Article V, Section 9.

Article V, Section 9 of the Declaration is amended as follows:

Any assessment not paid within thirty (30) days after the due date shall incur a late fee of Twenty-Five dollars (\$25.00) per month. The accrual of the late fee shall commence on the first (1st) day of the month thirty (30) days after the due date and shall continue to be incurred every month thereafter until the Owner's account is current including but not limited to assessments, late fees, fines and costs of collection. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

IN WITNESS WHEREOF, duly authorized officers of the undersigned Association have executed this First Amendment under seal, this 20th day of November 2020.

SIGNATURE PAGE TO FOLLOW

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

Villages at Palmetto Pointe Homeowners
Association, Inc., a South Carolina, non-profit
corporation

[Handwritten signatures of witnesses]

By: *[Signature]*
Carrie A. Murphy
Its: President

Attest: *[Signature]*
Sara Glass
Its: Vice-President

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that Carrie A. Murphy, President, and Sara Glass, Vice-President of the Villages at Palmetto Pointe Homeowners' Association, 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.

Witness my hand and official seal this 20th day of November, 2020.

[Signature]
Notary Public for South Carolina
My Commission Expires: 10/9/2028



Jamie L. Healy
Notary Public
South Carolina

My Commission Expires 10/9/2028