



BP0236736

RMC BK 0236 Pg 736 : pg 1 *

STATE OF SOUTH CAROLINA)	AMENDED AND RESTATED
)	August 2007
COUNTY OF CHARLESTON)	COVENANTS OF TREELOFT VILLAS
		SEABROOK ISLAND

WHEREAS, by instrument entitled "Covenants of Treeloft Villas, Seabrook Island" dated August 14, 1978, and recorded August 24, 1978, in Book U116, Page 91, the Seabrook Island Company, a General Partnership, placed certain covenants and restrictions upon the property known as Treeloft Villas, as shown on a plat recorded in Plat Book AL, Page 30, in the RMC Office for Charleston County, South Carolina; and,

WHEREAS, said covenants authorize the amendment of same upon the affirmative vote of three-fourths (3/4) of the owners at a duly called meeting of the Association; and,

WHEREAS, the within amendment of the provisions of said covenants were put to a vote of the property owners of Treeloft Villas, and such amendment was approved by the requisite number of lot owners as required in the Covenants; and as certified by the President and Secretary of the Association as set forth in Exhibit "A" hereto;

WHEREAS, the results of said vote have been duly certified by the Association;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the covenants of Treeloft Villas, Seabrook Island, dated August 14, 1978, and recorded August 24, 1978, in Book U116, Page 91, are hereby modified and restated so that the terms and provisions of said covenants are as follows:

1. DEFINITIONS. The following terms, as used herein, shall have the following meanings:

"Association" shall refer to Treeloft Villas Owners Association, a South Carolina non-profit corporation.

"Common Properties" shall refer to those areas of lands, together with any improvements thereon, which are deeded to the Association and designated in said deed as "Common Properties." All common properties are to be maintained by, devoted to and intended for the common use and enjoyment of the owners of the

lots shown on said plats.

"Owner" shall refer to the record owner, whether one or more legal persons, of the fee simple title to any lot.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION. The Company and every record Owner to any lot which is subject to assessment by the Association shall be a member of the Association. Members shall be entitled to one vote for each lot owned and when more than one person or entity owns such interest in any lot, all such persons or entities shall be members and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

3. PROPERTY RIGHTS IN THE COMMON PROPERTIES. Subject to the provisions of these Covenants and the Rules and Regulations of the Association, every Owner shall have a right and easement of enjoyment in and to the common properties, and such easement shall be appurtenant to and shall pass with the title of every lot.

The Owners' rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of each lot owner to have access to such owner's lot by an easement appurtenant thereto for ingress, egress and regress over and upon the common properties;
- (b) The right of the Association to take such steps as are reasonably necessary to protect the common properties against foreclosure; and,
- (c) The right of each lot owner to have an easement appurtenant for utilities to such lot over and upon the common properties; and,
- (d) The right of the Association, as provided in its Bylaws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the

Association shall not constitute a waiver or discharge of the member's obligation to pay the assessment; and, the right of the Association to dedicate or transfer to any public or private utility, utility easements, provided for herein, or otherwise, on any part of the common properties.

4. MAINTENANCE ASSESSMENTS: Each Property Owner shall, by acceptance of a deed therefor, whether or not it shall be so expresses in such deed or other conveyance, be deemed to covenant and agree to all of the terms and provisions of these Covenants, and to pay to the Association all duly noticed:

(i) annual assessments or charges;

(ii) working capital for the Association; (iii) maintenance assessments (iiii) special assessments established and collected for hereunder, whether maintenance assessments or special assessments; together with such interest thereon and costs of collection therefor, shall be a charge and continuing lien on the lots against which each such assessment is made. Each such assessment shall also be the personal obligation of the person(s) or entity who was the Owner of such lot at the time when the assessment fell due. In the event of co-ownership of a Property, all such co-owners shall be jointly and severally liable for the entire amount of the assessments.

The assessments levied by the Association shall be used exclusively for the improvement, maintenance, and operation of the common properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and the cost of labor, equipment, material, management and supervision thereof; and for the operation and running of the Association.

Working Capital Assessments. At each time title is conveyed to a new Property Owner, the new Property Owner shall contribute to the working capital reserve maintained by the Association a sum to be determined by the Association's Board of Directors for that fiscal year. Working Capital Assessments shall be used solely for capital expenses of the Association and the Common Properties.

The Board of Directors of the Association shall have the right and power to fix the assessments for each of the lots. Each lot owner shall pay to the Association, in advance, the maintenance charges against his property, and such payments

shall be used by the Association to continue a maintenance fund to be used by the Association for the purposes stated herein. The assessment shall be delinquent when not paid within thirty days after becoming due. Nothing herein shall prohibit the imposition of a monthly, quarterly, or semi-annual assessment in the place of the annual assessment in the place of the annual assessment herein contemplated, if so desired by the Board of Directors.

The assessments may be increased, adjusted, or reduced from year to year by the Board of Directors of the Association, as the needs of the common property, in its judgement, may require, and each lot shall be subject to the same assessment.

5. MAINTENANCE FUND: The assessments collected by the Association shall be used to create a maintenance fund for the following: lighting, pest control, landscaping, maintenance and leasing of master TV antenna, improving and maintaining streets, and parking areas comprising portions of the common properties; for maintaining and improving amenities and recreational facilities located on the common properties of the Association; for cutting, pruning and maintaining shrubbery, trees and grass in the common areas; for the payment of taxes on the common property; and for doing any other thing necessary or desirable in the opinion of the Board to keep the Properties and the Common Properties neat and in good order, and eliminate health and safety hazards, and to provide useful amenities, which in the opinion of the Board may be of general benefit to the Owners of the lots.

6. The lots shall be subject to the Protective Covenants of Seabrook Island dated April 22, 1974, and recorded in the records of Charleston County, South Carolina, in Book M105, Page 194, as amended by Modification dated October 29, 1976, and recorded in the RMC Office aforesaid in Book Y110, Page 145, and as further amended by instrument dated April 30, 1985, recorded in Book B145, Page 246, and any other amendments and exhibits thereto. Also, the lots are subject to the Second Restated and Amended By-Laws of Seabrook Island Property Owners Association, dated October 18, 1984, recorded in Book B141, Page 267, and as amended by instrument recorded in Book J144, Page 59, Charleston RMC Office, and any other amendments and exhibits thereto.

7. EXTERIOR APPEARANCE OF DWELLINGS. No change shall be made to the exterior appearance of any dwelling which shall

in Charleston County, South Carolina, in a postpaid sealed wrapper, addressed to such member or Director at his address as the same appears on the books of the corporation, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2. Any notice required to be given by these By-Laws may be waived by the person entitled thereto.

ARTICLE XI - CONTRACTS AND OWNERSHIP OF PROPERTY

Section 1. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of the Corporation, and such authority maybe general or confined to specific instances.

Section 2. All instruments in writing affecting any real estate which may be owned by the corporation, shall be executed and acknowledged in the name of the corporation by the President and attested by the Secretary, with the corporate seal affixed thereto.

ARTICLE XII - AMENDMENT OF BY-LAWS

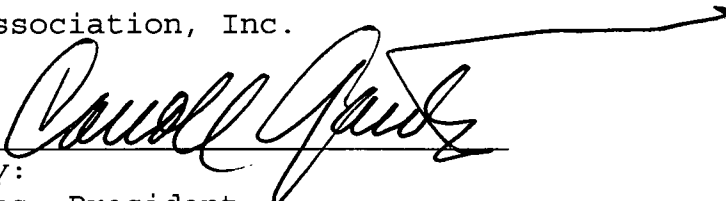
These By-Laws may be amended. At a regular or special meeting of the members, by three-fourths of the vote at a duly called meeting of the membership

WITNESS my hand and seal this 8th day of December, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Treeloft Villas Owners
Association, Inc.

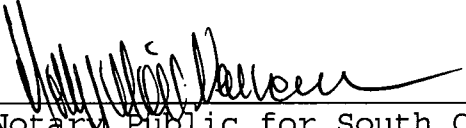
Karen Cole
Dennis Wall


By:
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **ACKNOWLEDGMENT**

I, Karen Colie, do hereby certify that Treeloft Villas Owners Association, Inc., by Carroll Gantz, its President, personally appeared before me this day and acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this 8th day of December, 2007.



Notary Public for South Carolina
My Commission Expires: MAY 6, 2015

EXHIBIT "A"

CERTIFICATION OF THE PRESIDENT AND SECRETARY OF TREETLOFT VILLAS OWNERS ASSOCIATION, INC.

Personally appeared before me Carroll Gantz, the President of Treetloft Villas Owners Association, Inc., and Alan St. Clair Secretary of the Treetloft Villas Owners Association, Inc., who, both being duly sworn, alleges and states as follows:

1. We are the duly elected President and Secretary of the Treetloft Villas Owners Association, Inc.
2. We are each over twenty one (21) years of age and make this Affidavit on personal knowledge.
3. On August 22, 2007, there occurred a regularly scheduled meeting of the members of the Treetloft Villas Owners Association, Inc.
4. At that meeting, and/or prior to the meeting by written consent of the members, seventy-five per cent (75%) of the members of the Treetloft Villas Owners Association, Inc., voted to affirm the Amended and Restated By-Laws for Treetloft Villas.
5. Pursuant to the By-Laws for Treetloft Villas, we have certified and are hereby certifying the vote of the membership of Treetloft Villas Owners Association, Inc., and we each certify the vote to have been as stated herein,

and

FURTHER THE AFFIANTS SAYETH NOT.

Dennis Wall
Kare Cole

Arnold Grant
President of the Treeloft Villas
Owners Association, Inc.

SWORN TO BEFORE ME THIS
8th Day of December, 2007

Walter J. Johnson
Notary Public for South Carolina
My Commission Expires: MAY 6, 2015

Dennis Wall
Kare Cole

Alan B. St. Clair
Secretary of the Treeloft Villas
Owners Association, Inc.

SWORN TO BEFORE ME THIS
8th Day of December, 2007

Walter J. Johnson
Notary Public for South Carolina
My Commission Expires: MAY 6, 2015

AMENDED AND RESTATED
BY-LAWS OF TREELOFT VILLAS OWNERS ASSOCIATION,
A SOUTH CAROLINA NONPROFIT ORGANIZATION

WHEREAS, by instrument entitled "By-Laws of Treeloft Villas Owners Association, A South Carolina Nonprofit Organization" dated August 14, 1978, and recorded August 24, 1978, in Book U116, Page 91, as amended, the Treeloft Villas Owners Association, established and published its By-Laws for the property known as Treeloft Villas, as shown on a plat recorded in Plat Book AL, Page 30, in the RMC Office for Charleston County, South Carolina; and,

WHEREAS, said By-Laws authorize the amendment of same upon the affirmative vote of three-fourths (3/4) of the members at a duly called meeting of the Association; and,

WHEREAS, the within amendment of the provisions of said covenants were put to a vote of the members of Treeloft Villas, and such amendment was approved by the requisite number of members as required in the By-Laws as certified by the President and Secretary of the Association as set forth in Exhibit "A" hereto;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the By-Laws of Treeloft Villas, Seabrook Island, dated August 14, 1978, and recorded August 24, 1978, in Book U116, Page 91, as amended, are hereby amended, modified and restated so that the terms and provisions of said By-Laws are as follows:

ARTICLE I

NAME, LOCATION AND PURPOSE:

Section 1. The name of this corporation shall be Treeloft Villas Owners Association.

Section 2. Its principal office shall be located at Seabrook Island, Charleston County, South Carolina.

Section 3. The object, purpose and business which this corporation proposes to do shall be to own, acquire, build, operate and maintain open spaces, streets and certain other common facilities incident to its ownership of the common properties located at the Treeloft Villas, Seabrook Island,

Charleston County, South Carolina.

(a) To fix assessments or charges to be levied against the lots in the Treeloft Villas.

(b) Enforce any and all covenants, restrictions and agreements applicable to the lots.

(c) Pay taxes, if any, on the common property and facilities at the Treeloft Villas, Seabrook Island, Charleston County, South Carolina.

ARTICLE II - SEAL

The corporation shall have a seal bearing the words "Seal" in the center, and having the words "Treeloft Villas" encircling the edge.

ARTICLE III - OFFICERS

Section I. The Executive Officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer. All officers shall be elected annually by the Board of Directors, hereinafter sometimes referred to as the Board. They shall take office immediately after election. All officers shall be members of the corporation.

Section 2. Subject to the direction of the Board of Directors, the President shall be chief executive officer of the corporation, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be ex-officio a member of all committees.

Section 3. The Vice President shall have the power and perform such duties as maybe assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary shall keep the minutes of all proceedings of the Board of Directors and all committees and the minutes of members' meetings and books provided for that purpose; he shall have the custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and

the President.

Section 5. The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the corporation, and shall perform all duties incident to the office of treasurer, subject to control of the Board of Directors and the President. If required by the Board, he shall give a bond for faithful discharge of his duties in such sum as the Board may require.

Section 6. The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be managed by a Board of Directors. The initial Board of Directors shall consist of five Directors, who shall hold office for one year or until the election of their successors. At each annual meeting, five directors shall be elected for a term of one year.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors and any such appointed Director shall hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

Section 3. The Board shall meet for the transaction of business at such place as may be designated from time to time. Special meetings of the Board may be called by the President or two members of the Board for any time and place, provided reasonable notice of such meeting shall be given to each Board member before the time appointed for such meeting.

Section 4. The Directors shall act only as a Board and the individual Directors shall have no power as such. A majority of the Directors in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same, from time to time, without notice, until a quorum be at hand. The act of a majority of

Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 5. The Board of Directors, after the close of the fiscal year, shall submit to the members of the corporation a report as to the condition of the corporation and its property and shall submit also an account of the financial transactions of the past year.

ARTICLE V - MEETINGS OF MEMBERS

Section 1. Annual Meetings. There shall be an annual meeting of the members of the Association to be held each year, at such date, time and place as fixed by the Board, for the purpose of electing directors and for the transaction of other business. Notice of each special meeting, stating the time, place, and in general terms, the purpose or purposes thereof, shall be sent by mail to the last known address of all members at least thirty days prior to the meeting.

Section 2. Special meetings of the members shall be held whenever called by the Board of Directors or by the holders of at least five memberships. Notice of each special meeting, stating the time, place, and in general terms, the purpose or purposes thereof, shall be sent by mail to the last known address of all members at least ten days prior to the meeting.

Section 3. At any meeting of the members, a quorum shall consist of members owning a majority of the lots in Treeloft Villas, present either in person or by proxy, and a majority in amount of such quorum shall decide any question that may come before the meeting.

ARTICLE VI - MEMBERSHIP AND VOTING RIGHTS

Every legal person or entity who is the record owner of the fee simple title to any lot in Treeloft Villas, Seabrook Island, Charleston County, South Carolina, which is subject to assessment by the Association shall be a member of the Association. Members shall be entitled to one vote for each lot owned, and when more than one person or entity own such interest in any lot, all such persons or entities shall be members and vote for such lots shall be exercised as they, among themselves

determine, but in no event shall more than one vote be cast with respect to any such lot.

ARTICLE VII

Every lot shown on a plat of the Treeloft Villas, Seabrook Island, Charleston County, South Carolina, recorded in Plat Book AL, Page 30, R.M.C. Office for Charleston County, and each lot to which the provisions hereof are made applicable by reference in a Deed or written instrument shall be subject to the maintenance assessments, working capital payment, and special assessments as provided for in the Covenants of Treeloft Villas, recorded simultaneously herewith.

ARTICLE VIII

The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any member, visitor, or other person while on the common properties of Treeloft Villas.

ARTICLE IX

The Board of Directors shall have the right to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published Rules and Regulations of the Association, it being understood that any suspension for either non-payment of any assessment or breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the member's obligation to pay the assessment due. In addition, the Board of Directors shall have the right to impose a special assessment (against any owner), not to exceed \$200.00 for each occurrence, for the violation by the Owner of his/her guests, agents or invitees of any rule or regulation adopted by the Board or any breach of any By-Laws contained herein or the breach of any provision of the Covenants.

ARTICLE X - NOTICE

Section 1. Whenever, according to these By-Laws, a notice shall be required to be given to any member or Director, it shall not be construed to mean personal notice but such notice may be given in writing by depositing the same in a post office

include the erection of any exterior window covering, awnings or shutters, which can be seen from the outside of the dwelling, without the express approval of the Association's Board of Directors.

8. DURATION AND AMENDMENT. These Covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any lot subject hereto for a term of twenty years from the date of the recordation of this instrument, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless three-fourths (3/4) of the then owner's vote to terminate these Covenants at a duly called meeting of the Association. The covenants may be amended at any time upon the affirmative vote of three-fourths (3/4) of the owners at a duly called meeting of the Association.

9. SEVERABILITY. Should any covenant herein contained, paragraph, sentence, clause, phrase or term of this instrument, be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any competent court having jurisdiction, the same shall be declared to be severable and the provisions hereof not affected shall remain in full force and effect.

WITNESS my hand and seal this 8th day of December, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Treeloft Villas Owners
Association, Inc.

Karen Cal
Pennis Wall

Charles Gould
By:
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **ACKNOWLEDGMENT**

I, Karen Colie, do hereby certify that Treeloft Villas Owners Association, Inc., by Carroll Gantz, its President, personally appeared before me this day and acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this 8th day of December, 2007.

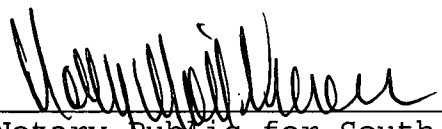

Notary Public for South Carolina
My Commission Expires: May 6, 2015

EXHIBIT "A"CERTIFICATION OF THE PRESIDENT AND SECRETARY OF TREETLOFT VILLAS OWNERS ASSOCIATION, INC.

Personally appeared before me Carroll Gantz, the President of Treetloft Villas Owners Association, Inc., and Alan St. Clair Secretary of the Treetloft Villas Owners Association, Inc., who, both being duly sworn, alleges and states as follows:

1. We are the duly elected President and Secretary of the Treetloft Villas Owners Association, Inc.
2. We are each over twenty one (21) years of age and make this Affidavit on personal knowledge.
3. On August 22, 2007, there occurred a regularly scheduled meeting of the members of the Treetloft Villas Owners Association, Inc.
4. At that meeting, and/or prior to the meeting by written consent of the members, seventy-five per cent (75%) of the members of the Treetloft Villas Owners Association, Inc., voted to affirm the Amended and Restated Covenants for Treetloft Villas.
5. Pursuant to the Covenants for Treetloft Villas, we have certified and are hereby certifying the vote of the membership of Treetloft Villas Owners Association, Inc., and we each certify the vote to have been as stated herein,

and

FURTHER THE AFFIANTS SAYETH NOT.

Dennis Wall
Karen Cui

Charles Gault
President of the Treeloft Villas
Owners Association, Inc.

SWORN TO BEFORE ME THIS
8th Day of December, 2007

[Signature]
Notary Public for South Carolina
My Commission Expires: MAY 6, 2015

Dennis Wall
Karen Cui

Alan B. St. Clair
Secretary of the Treeloft Villas
Owners Association, Inc.

SWORN TO BEFORE ME THIS
8th Day of December, 2007

[Signature]
Notary Public for South Carolina
My Commission Expires: MAY 6, 2015

RECORDER'S PAGE

NOTE: This page **MUST** remain with the original document



KLH
CLH

Filed By:

SIMONS & DEAN ATTY AT LAW
147 WAPPOO CREEK DR
STE 604
CHARLESTON SC 29412

RECORDED		
Date:	March 2, 2012	
Time:	10:49:07 AM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
0236	736	Misc/Amend
Charlie Lybrand, Register Charleston County, SC		

MAKER:

TREELOFT VILLAS

RECIPIENT:

NA

Original Book:

U116

Original Page:

091

of Pages: 18
of Sats: # of References:

Note:

Recording Fee	\$ 10.00
Extra Reference Cost	\$ -
Extra Pages	\$ 13.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 23.00

DRAWER Drawer 1
CLERK KLH



0236
Book



736
Page



03/02/2012
Recorded Date



18
Pgs



U116
Original Book



091
Original Page



D
Doc Type



10:49:07
Recorded Time