

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)



BP1179073

PGS:

6

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHARLES TOWNE PLACE AT SEABROOK

WHEREAS, this is the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Charles Towne Place at (“Amendment”).

WHEREAS, the Charles Towne Place Homeowners Association, Inc. (“Association”) is constituted to provide, and charged with, as applicable, the care, upkeep, administration and maintenance of the community and the Association and its property, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by the law or provisions of the Declaration of Covenants and Restrictions (“Declaration”) and By-Laws of Charles Towne Place Homeowners Association, Inc. (“Bylaws”) recorded August 7, 2000, in Book O352 at Page 438 with the Charleston County Register of Deeds. The Declaration was amended by that: Amendment to Declaration of Covenants and Restrictions recorded December 13, 2001, in Book Y390 at Page 218; Second Amendment to Declaration of Covenants and Restrictions recorded December 13, 2001, in Book Y390 at Page 222; Amendment to Memorandum of Understanding and Agreement recorded January 29, 2002, in Book L395 at Page 803; Third Amendment to Declaration of Covenants and Restrictions recorded April 16, 2002, in Book K403 at Page 418; Memorandum of Understanding recorded June 7, 2007, in Book L628 at Page 091; Fourth Amendment to Declaration of Covenants and Restrictions recorded March 12, 2013, in Book 0316 at Page 117, and re-recorded October 22, 2013, in Book 0369 at Page 268; Amended and Restated Declaration of Covenants, Conditions and Restrictions for Charles Towne Place at Seabrook recorded May 4, 2015, in Book 0473 at Page 482; and 2016 Agreement Between Racquet Club Villas at Seabrook Horizontal Property Regime, Inc. and Charles Towne Place Homeowners Association, Inc. for the Sharing of Amenities recorded January 24, 2017, in Book 0612 at Page 138 with the Charleston County Register of Deeds. The Declaration as amended and/or supplemented by the foregoing hereinafter referred to collectively as “Declaration”. The Bylaws were amended by those By-Laws of Charles Towne Place Homeowners Association, Inc. attached as Exhibit “B” to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Charles Towne Place at Seabrook recorded May 4, 2015, in Book 0473 at Page 482 with the Register of Deeds for Charleston County, South Carolina. The Bylaws as amended and/or supplemented by the foregoing hereinafter referred to collectively as “Bylaws”. Also applicable are: Standard and Guidelines of Charles Towne Place Homeowners Association recorded January 8, 2015, in Book 0771 at Page 135 in the Charleston County Register of Deeds. The Articles of Incorporation, Declaration, Bylaws, and the foregoing and any promulgated rules, regulations, guidelines, policies and the like hereinafter collectively referred to as “Governing Documents”.

WHEREAS, Section 4 of Article XIII of the Declaration provides the Declaration may be amended upon the approval of “not less than Sixty (60%) percent of the Lot Owners.”

WHEREAS, Section 4 of Article IV of the Bylaws states that “the presence at the meeting in person or by proxy of Members entitled to cast Forty (40%) percent of the votes shall constitute a quorum for any action”

WHEREAS, the Declaration and Bylaws are silent as to voting by written or electronic ballot by Members in lieu of a meeting and therefore, the South Carolina Nonprofit Corporation Act, 33-31-101, et seq., South Carolina Code of Laws, as amended, controls. The Act provides the following pertinent sections. Section 33-31-708 permits action without a meeting and by written ballot if the Association “delivers a written or electronic ballot to every member entitled to vote on the matter.” Subsection (b) states the written or electronic ballot shall: “(1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action.” Subsection (c) provides that “[a]pproval by written or electronic ballot pursuant to this section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.” Subsection (d) further requires that solicitations for votes by written or electronic ballot shall (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the corporation in order to be counted. Except as otherwise provided in the articles or bylaws, a written or electronic ballot may not be revoked.

WHEREAS, by vote by written/ electronic ballot in lieu of a meeting, this Amendment was put to a vote of the Members/Owners. The required quorum was present, and this Amendment was approved and adopted by the requisite number of Owners/Members on MAY 2, 2023. The vote was certified as having been duly adopted in Exhibit A, attached hereto and incorporated herein.

NOW, THEREFORE, in order to protect and preserve a safe, secure and attractive community, to maintain good order and property values, and to promote the common good, the Declaration is hereby amended as follows:

1. The foregoing recitals are and shall be deemed material and operative provisions of this Amendment and not mere recitals, and are fully incorporated herein by this reference.
2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and Bylaws.
3. Section 5 of Article IX of the Declaration is hereby amended by the deletion of the first sentence only of such section and its replacement in its entirety with the following new language, in bold:

Use of Property; Subdivision. Each Lot shall be used exclusively for residential purposes. The leasing of a Lot for a residential purpose shall not be considered a business or trade within the meaning of the Declaration, Bylaws and any promulgated rules, regulations, guidelines, standards and/or policies, as each may

be amended. However, short-term accommodations, short-term rentals, vacation rentals, transient lodging and the like use (collectively hereinafter, "Short-term Rentals") shall be considered a business or trade, shall not be considered "leasing for residential purposes", and shall at all times be prohibited. All leases shall be in writing and must be for an initial term for any new lease/tenant of not less than six (6) months. Any lease for a period of less than six (6) months shall constitute a Short-term Rental. Notwithstanding anything to the contrary in the foregoing, the record owner, as of the recording date hereof, of Unit 2431 ("2431 Owner") shall be grandfathered and exempt from such prohibition of Short-term Rentals and may continue to engage in the Short-term Rental of Unit 2431 until such time as 2431 Owner sells, conveys or otherwise transfers Unit 2431, or any part thereof, to another person or entity, and upon such sale, conveyance or other transfer such grandfather and exemption shall automatically terminate. No garage, outbuilding, or

4. Except as expressly modified by this Amendment, the Declaration shall remain in full force and effect. In the event of a conflict between the Declaration and this Amendment, this Amendment shall control.

Signatures on next page.

EXHIBIT A

CERTIFICATION

Personally appeared before me, the undersigned, who being duly sworn, allege and state as follows:

1. I am the duly elected President of the Board of Directors of Charles Towne Place Homeowners Association, Inc., am over eighteen (18) years of age and competent, and make this affidavit on personal knowledge.

2. Via written/electronic ballot in lieu of a meeting, the foregoing First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Charles Towne Place to which this Exhibit A is attached, was put to a vote of the Owners/Members. The required quorum was present and such amendment was approved by the requisite number of Owners/Members.

3. I have certified, and am hereby certifying, the vote of the membership of Charles Towne Place Homeowners Association, Inc., and I certify the vote to have been as stated herein.

FURTHER THE AFFIANT SAYETH NOT.

Karen Lawson

Print Name: KAREN LAWSON

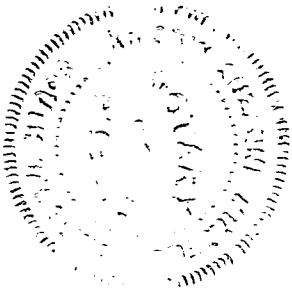
SWORN and subscribed to before me
this 1st day of May, 2023.

Kristin Suzanne Nizzell

Notary Public for South Carolina

Printed Name of Notary: Kristin Suzanne Nizzell

My Commission Expires: June 28, 2028



RECORDER'S PAGE



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

Filed By:

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

RECORDED		
Date:	May 11, 2023	
Time:	10:28:42 AM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
1179	073	Amen/Rest/Covs
Karen Hollings, Register of Deeds Charleston County, SC		

MAKER:

CHARLES TOWNE PLACE HOA

of Sats:

of Pages:

6

of References:

RECIPIENT:

NA

Note:

Recording Fee \$ 25.00

Extra Reference Cost \$ -

Extra Pages \$ -

Postage \$ -

Original Book:

O352

Original Page:

438

TOTAL \$ 25.00

DRAWER Drawer 8

CLERK ANF



1179
Book



073
Page



05/11/2023
Recorded Date



6
Pgs



O352
Original Book



438
Original Page



D
Doc Type



10:28:42
Recorded Time