

FIRST AMENDMENT TO
BY-LAWS FOR
TRADEWINDS AT SHELTER COVE
HORIZONTAL PROPERTY REGIME

THIS FIRST AMENDMENT TO THE BY-LAWS FOR TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME (hereinafter "Amendment"), is made as of this 24 day of September 2020 by Tradewinds at Shelter Cove Owners Association, Inc.

This document amends the By-Laws set out in the Master Deed for Tradewinds at Shelter Cove Horizontal Property Regime as Exhibit "G", said Master Deed being duly recorded on October 18, 2006 in the Office of the Record of Deeds for Beaufort County, South Carolina, in Book 2471 at Page 149-270 (hereinafter the "Master Deed") with the By-Laws being recorded specifically on Pages 247-270 (hereinafter the "By-Laws").

WHEREAS, the Master Deed for Tradewinds at Shelter Cove Horizontal Property Regime was previously amended by the following: 1) First Amendment to the Master Deed for Tradewinds at Shelter Cove Horizontal Property Regime, duly recorded on December 1, 2006 in the Office of the Record of Deeds for Beaufort County, South Carolina, in Book 2482 at Page 2263-2296; and 2) Second Amendment to the Master Deed for Tradewinds at Shelter Cove Horizontal Property Regime, duly recorded on December 20, 2006 in the Office of the Record of Deeds for Beaufort County, South Carolina, in Book 2493 at Page 1630-1705.

WHEREAS, the Tradewinds at Shelter Cove Owners Association, Inc. (hereinafter the "Association") desires to upgrade the cable, internet, WIFI, and phone services provided to the Owners; and

WHEREAS, the purpose of this Amendment is to allow the Association to contract with a single chosen provider of telecommunication services and products to provide CATV and/or internet to all Apartments and include the costs for the same as a common expense; and

WHEREAS, Article VI Section 9 of the By-Laws provide that the By-Laws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding two-thirds (2/3) of the Total Association Vote; and

WHEREAS, the on May 12, 2020 a letter was sent to all members containing a written ballot to conduct an Action by Written Ballot Without Meeting for purposes of approving the proposed Amendment to the By-Laws; and

WHEREAS, all written ballots were to be returned to the Association no later than June 15, 2020; and

WHEREAS, on June 16, 2020 the written ballots received were tallied resulting in a vote of 71.44 percentage interest in favor and 14.288 percentage interest against said Amendment to the By-Laws; and

WHEREAS the votes in favor of the By-Law Amendment meets the two-thirds (2/3) threshold of Total Association Vote and the proposed Amendment to the By-Laws was adopted and approved; and

WHEREAS, the language used in this Amendment was presented to the Association membership as set out herein *verbatim* and approved by the membership in accordance with Article VI Section 9 of the By-Laws; and

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the Association 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.

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

3. **Effective Date:** This Amendment is to be effective upon recording in the Beaufort County land records.

4. **First Adopted Amendment to the By-Laws:** Article III, Section C(1) of the By-Laws is amended by adding a new subsection (n) that shall read as follows:

(n) To arrange for the delivery of CATV and/or Internet services to each Apartment through a bulk rate service agreement if determined by it to be appropriate in its sole and reasonable discretion. Any such CATV and/or Internet services shall be supplied directly to each Apartment through a bulk rate contract to be negotiated by the Board, paid by the Association as a common expense, and shall be charged to each Apartment and Apartment Owner as a common expense.

5. **Conflict:** The provisions stated herein constitute an Amendment to the By-Laws and any amendments thereto. Should any of the changes adopted herein conflict only with the Master Deed and/or By-Laws as originally drafted and recorded, this document controls.

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:** This Amendment is intended to comply with the provisions of the aforesaid Master Deed and By-Laws and the South Carolina Horizontal Property Act. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute 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 that 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, NOTARIZATION AND ACKNOWLEDGEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF, the Tradewinds at Shelter Cove Owners Association, Inc., has caused the undersigned, Jim Pilon, its President and duly-authorized signatory, to execute this this "FIRST AMENDMENT TO THE BY-LAWS FOR TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME" and certify to its contents, and for the undersigned Secretary, Gregory Blackburn, to attest to the President's signature and also certify to the contents hereof, on the date first set forth above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Tradewinds at Shelter Cove Owners
Association, Inc.

Linda Pilon
Witness No. 1

By: Jim Pilon
Name: Jim Pilon
Its: President

Gregory Blackburn
Witness

Attest: Gregory Blackburn
Name: Gregory Blackburn
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Jim Pilon, as President of Tradewinds at Shelter Cove Owners Association, Inc., personally appeared before me this day and acknowledged execution of the foregoing instrument and Gregory Blackburn its Secretary, attested the same.

Witness my hand and official seal this 28th day of September, 2020.

Jacqueline Phillips
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 signs at line 1
Notary Public signs at line 2**