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RMC BK 0178 Pg 212 : pg 1 *

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF CHARLESTON)

**AMENDMENT TO DECLARATION OF
 COVENANTS AND RESTRICTIONS FOR
 BOLTON'S LANDING MASTER ASSOC.
 AS TO P.O.A. 74-79, 81-93, AND 103**

WHEREAS, this AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BOLTON'S LANDING MASTER ASSOCIATION AS TO P.O.A. 74-79, 81-93, AND 103 is made this 21 day of March, 2011 by BEAZER HOMES CORP., (hereinafter "**Declarant**").

WITNESSETH

WHEREAS, Declarant subjected the Property known generally as "AREA 1 180.089 ACRES" (hereinafter "**Property**") to a certain Declaration of Covenants and Restrictions for Bolton's Landing Master Association recorded October 2, 2007 in Book J640 at Page 370 in the Charleston County RMC Office (hereinafter "**Declaration**");

WHEREAS, on April 2, 2010, Declarant recorded that certain plat entitled: "PLAT SHOWING PROPERTY LINE ADJUSTMENT BETWEEN LOTS 1-13, 17-58 AND P.O.A. 74-79, 81-93; THE ABANDONMENT OF LOT 54; CREATING A NEW LOT 54 AND P.O.A. 03; ABANDONMENT OF A PORTION OF TWO SEWER EASEMENTS; ADDITION OF A SEWER EASEMENT; ALSO SHOWING THE CHANGE OF BLUEWATER WAY AND ROUSTABOUT WAY ROADS FROM TYPE 1 TO TYPE 2; SURVEY REQUESTED OF AND PROPERTY OF BEAZER HOMES. ALL LOCATED AT BOLTON'S LANDING PHASE 1 IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" which plat is dated March 26, 2010, and recorded in Plat Book L10, at Page 0082 in the Charleston County RMC Office (hereinafter "**Plat**"), which subdivides a portion of the Property into various lots and common areas. The commons areas are known as P.O.A. 74-79, 81-93, and 103 (hereinafter "**P.O.A. 74-79, 81-93, and 103**");

WHEREAS, pursuant to certain rules and requirements of the City of Charleston, Declarant needs to further restrict the use of P.O.A. 74-79, 81-93, and 103;

WHEREAS, Section 9.2 of the Declaration states that "Declarant may amend this Declaration without the consent of the Master Association, any Subordinate Association, or any Owner, easement grantee, or any mortgagee if, in Declarant's opinion, such amendment is necessary to (i) bring any provision of the Declaration into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which is in conflict with this Declaration"; and

WHEREAS, to bring certain provisions of the Declaration into compliance or conformity with the provisions of the rules and requirements of the City of Charleston Declarant desires to amend the Declaration **as to P.O.A. 74-79, 81-93, and 103 only**. The current language in the Declaration shall remain the same and in full force and effect as to the remainder of the Property.

NOW THEREFORE, Declarant does hereby amend the Declaration of Covenants and Restrictions for Bolton's Landing Master Association recorded October 2, 2007 in Book J640 at Page 370 in the Charleston County RMC Office **as to P.O.A. 74-79, 81-93, and 103 only** as follows:

- 1) Section 1.15a. shall be added:

Section 1.15a. Improvements as to P.O.A. 74-79-81-93, and 103 shall include any fence less than six (6') feet tall, wall, driveway, walkway, antenna, sign, mailbox, trees, plants, shrubs, flowers, and other landscaping, which is constructed, made, installed, placed or developed within or upon, or removed from, any portion of the Property.

- 2) The following language shall be added as an additional paragraph to Section 2.1.
General Plan of Development:

The Property may also include certain Improvements to **P.O.A. 74-79, 81-93, and 103**, including utility systems, drainage systems and other Improvements serving the Lots. Declarant shall have the right, but not the obligation, for so long as Declarant: (i) owns any Lot primarily for the purpose of sale of the Lot; or (ii) has the option to add any Additional Property or any portion thereof to the Subdivision, to make improvements to **P.O.A. 74-79, 81-93, and 103** including, but not necessarily limited to, the following: (i) installation and maintenance of any Improvements in and to **P.O.A. 74-79, 81-93, and 103**; and (ii) installation and maintenance of any water, sewer and other utility systems and facilities.

Furthermore, P.O.A. 74-79, 81-93, and 103 shall be held, sold, transferred, conveyed, used, occupied, mortgaged or otherwise encumbered subject to said Declaration as amended hereby and that said covenants, conditions, restrictions, easements and assessments shall be binding on all persons having any right title and interest in all or any portion of the after described real property, their heirs, legal representatives, successors, assigns, successors in title and shall inure to the benefit of each and every owner of all or any portions thereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Beazer Homes Corp., a Tennessee Corporation, by Keith Berg its Authorized Agent has signed and set his hand and seal and affixed the seal of the corporation this 21 day of March, 2011.

BEAZER HOMES CORP,
a Tennessee Corporation

Audrey R Montgomery

Keith Berg

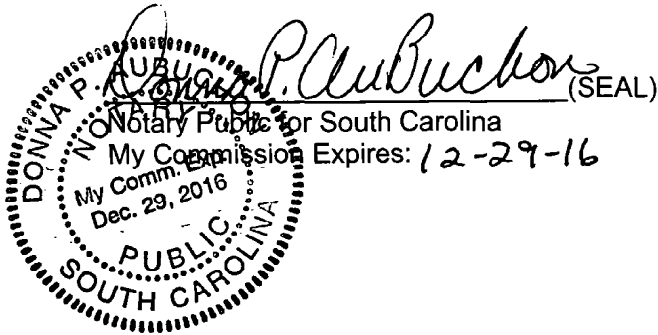
By: Keith Berg
Its: Authorized Agent

Kate Varn

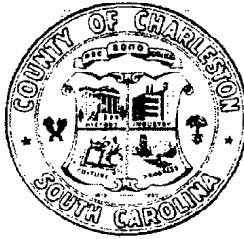
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on this 21ST day of March, 2011, by Beazer Homes Corp., a Tennessee Corporation, by Keith Berg, its Authorized Agent.



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

LW
CMT

Filed By:
 J. STANLEY CLAYPOOLE, P.A.
 ATTORNEY AT LAW
 2155 NORTHPARK LANE
 NORTH CHARLESTON SC 29406

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