



BP0201626

After recording:  
Sarah B. Pflug  
J. Stanley Claypoole, PA  
2155 Northpark Ln.  
North Charleston, SC 29406

Please cross-reference to following:  
Book J640, at Page 370  
Book 0178, at Page 212

STATE OF SOUTH CAROLINA     )  
  )  
  )  
COUNTY OF CHARLESTON     )     **SECOND AMENDMENT TO DECLARATION  
OF COVENANTS AND RESTRICTIONS  
FOR BOLTON'S LANDING MASTER  
ASSOCIATION**

WHEREAS, this SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BOLTON'S LANDING MASTER ASSOCIATION ("**Second Amendment**") is made this 29<sup>th</sup> day of July, 2011 by BEAZER HOMES CORP., a Tennessee corporation ("**Declarant**").

**WITNESSETH**

WHEREAS, Declarant subjected the Property known generally as "AREA 1 180.089 ACRES" ("**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 (such instrument as amended and supplemented by the instruments cross-referenced above is referred to herein as the "**Declaration**");

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; (ii) enable any reputable title insurance company to issue title insurance coverage with respect to any Lot subject to this Declaration; (iii) enable any mortgagee to make mortgage loans on any Lot or other Improvements subject to this Declaration; (iv) enable any governmental agency or private mortgage insurance company to insure mortgages on any Lot subject to this Declaration; (v) enable any insurer to provide insurance required by this Declaration; or (vi) clarify any provision of this Declaration or eliminate conflict between provisions of this Declaration. In addition, during the Development Period, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner"; and

WHEREAS, to bring certain provisions of the Declaration into conformity with the planning guidelines set forth by the Department of Housing and Urban Development Declarant desires to amend the Declaration.

NOW THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Terms. All capitalized terms used herein but not defined herein shall have the definitions set forth in the Declaration.

2. Section 5.2.(b) in the Declaration is hereby deleted in its entirety and replaced with the following:

**Section 5.2. Membership and Voting.**

(b) The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners except the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest(s) in any Lot, the vote attributable to such Lot shall be exercised as such persons mutually determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Declarant or its assigns. The Class B member shall be entitled to fifty (50) votes for each Lot in which it holds the interest required for membership and (as to the Additional Property, if any) fifty (50) votes for each additional Lot which the applicable zoning laws would allow the Declarant to create in the Additional Property owned by the Declarant and which the Declarant would have a right to submit to this Declaration.

The Class B membership shall cease and become converted to Class A membership upon the occurrence of the first of the following events:

1. when the Declarant executes and records an instrument in the Charleston County RMC Office forfeiting its Class B Membership; or
2. fifteen (15) years from the date this Second Amendment is recorded in the Charleston County RMC Office

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

**Filed By:**

J. STANLEY CLAYPOOLE, P.A.  
ATTORNEY AT LAW  
2155 NORTH PARK LANE  
NORTH CHARLESTON SC 29406

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Charlie Lybrand, Register Charleston County, SC		

**MAKER:**

BEAZER HOMES CORP

**RECIPIENT:**

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370

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