

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

Marion D. Foxworth III
HORRY COUNTY, SC REGISTRAR OF DEEDS

**AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND THE INITIAL RULES & REGULATIONS
OF
BLACKWATER TOWNHOMES**

WHEREAS the Supplemental Declaration of Covenants, Conditions and Restrictions of Blackwater Townhomes ("CCRs") is recorded in Deed Book 4192 at page 151 in the office of the Registrar of Deeds & Conveyances for Horry County, State of South Carolina; and

WHEREAS, pursuant to Sections 4.4 and 17.3 of the CCR the requisite number of co-owners required amend the CCR and Initial Rules and Regulations as follows:

WHEREAS, pursuant to the CCR, Section 4.4, *Rules and Regulations*, 4.5.3 *Alienation*; and

WHEREAS, pursuant to the CCR, Section 4.4, *Rules and Regulations*, Initial Rules and Regulations, Section 4, *Leasing of Townhome Lots*; and

**SECTION 4.4 of CCR
SUB-SECTION 4.5.3, Alienation
and
Section 4, Initial Rules and Regulations
Leasing Townhome Lots**

**ARE ALL HEREBY AMENDED, REPLACED AND/OR DELETED
AS FOLLOWS:**

**Section 4.4 of the CCR
Sub-Section 4.5.3, Alienation**

4.5.3 Alienation.

No Rule promulgated pursuant to the Section shall prohibit leasing or transfer if any Townhome Lot or require consent of the Townhome Association or Board for leasing or transfer of any Townhome Lot; however, the Townhome Association may require each Owner to maintain their Townhome as a personal residence for one year from the date of purchase before entering a lease or rental agreement and all leases shall have a minimum

term of twelve (12) months and otherwise regulate the leasing of Townhome Lots. The Owners shall have the right to petition the Townhome Association or Board for an exemption to the lease and rental restrictions in the event of a life-altering event or extreme hardship. The Townhome Association or Board can deny an exemption and need not justify or state the reason for the denial. Additionally, the denial shall not be reviewable or reversible by the Members of the Townhome Association or a court of competent jurisdiction. The denial may only be reversed upon a vote of the Board of the Townhome Association.

Section 4, Initial Rules and Regulations Leasing Townhome Lots

4. Leasing of Townhome Lots.

“Leasing,” for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Townhome Lot by any person, other than the Owner for which the Owner receive any consideration or benefit, including but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require each Owner to maintain their Townhome as a personal residence for one year from the date of purchase before entering a lease or rental agreement and all leases shall have a minimum term of twelve (12) months and otherwise regulate the leasing of Townhome Lots. The Owners shall have the right to petition the Townhome Association or Board for an exemption to the lease and rental restrictions in the event of a life-altering event or extreme hardship. The Townhome Association or Board can deny an exemption and need not justify or state the reason for the denial. Additionally, the denial shall not be reviewable or reversible by the Members of the Townhome Association or a court of competent jurisdiction. The denial may only be reversed upon a vote of the Board of the Townhome Association. No owner shall lease any Townhome Lot without first contracting a professional, licensed property management company to manage the Townhome Lot and the lease, and without first providing the Townhome Association with a copy of that rental agreement or lease. No owner shall lease any Townhome Lot without first providing all lessees with copies of the Governing Documents. Each lease shall require all lessees to acknowledge receipt of copies of all the Governing Documents and agree to comply with and adhere to all the Governing Documents. A true copy of each executed lease, together with such additional information as may be required by the Board, shall be given to the Board by the Townhome Lot Owner within ten (10) days of execution of the rental agreement or lease.

***The CCR and Initial Rules and Regulations shall remain
unchanged in all other respects.***

IN WITNESS WHEREOF, the President and Secretary of the Blackwater Community Association, Inc. have executed this Amendment to the Covenants, Conditions and Restrictions of Blackwater Townhomes and Initial Rules and Regulations this the 4th day of November 2021.

Blackwater Townhomes Community Assoc., Inc.

By: Paul C. Ferris
President

By: Yvonne O'Leary
Secretary

Witnesses:

Vicki Fallaf
Paul C. Ferris

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

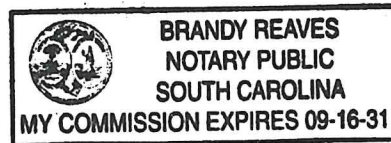
PROBATE

Personally, appeared before me the undersigned witness who, being duly sworn, deposes and says that he/she saw the President and Secretary of the Blackwater Townhomes Community Assoc., Inc. sign, seal and deliver this Amendment to Master Deed and Initial Rules and Regulations and that he/she with the other witness named as subscribed above witnessed the execution thereof and that neither witness has an interest in this matter.

Vicki Fallaf

SWORN to before me this
the 4th day of November 2021.

Brandy Reaves
Notary Public for South Carolina
My Commission Expires: 9/16/2031



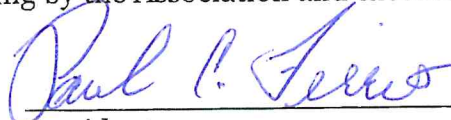
INFORMATION REGARDING
HOMEOWNERS ASSOCIATION
[S.C. Code Ann. § 27-30-130 (Law. Co-op., 1976)]

1. Name of the Association:
Blackwater Townhomes Community Assoc., Inc.

2. Physical Address:
**4876 Barefoot Resort Bridge Road
North Myrtle Beach, South Carolina 29582**

3. Contact Information for the Association:
**Ponderosa Management, LLC
Post Office Box 1706
North Myrtle Beach, South Carolina 29598
843-399-9888**

This Amendment to the *Declaration of Covenants, Conditions and Restrictions* and the *Initial Rules and Regulations* of Blackwater Townhomes Community Association, Inc., were approved for filing by the Association and executed accordingly.



President



Horry County Register of Deeds

Marion D. Foxworth, III
Registrar

Transaction #: 5513149
 Receipt #: 2755774
 Cashier Date: 12/3/2021 2:33:55PM
 KADAM

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

Customer Information	Transaction Information	Payment Summary
(00716) ROBERT E LEE LLC PO BOX 1096 MARION, SC 29571 ATTN: Escrow Balance: \$251.00	Date Received: 12/3/2021 2:26:10PM Source Code: MAIL Return Code: Mail Trans Type: Recording Agent Ref Num:	Total Fees: \$25.00 Total Payments: \$25.00 Balance Due: \$0.00

1 Payment(s)

CHECK #725	\$25.00
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1 Recorded Item(s)

(082) RESTRICTIONS	BK/PG: 4491/884 Instrument#: 2021000157600 Date: 12/3/2021 From: To:
Recording Fee @ \$25	1 \$25.00