

202000006151
Filed for Record in
GREENWOOD COUNTY SC
CHASTITY COPELAND, COUNTY CLERK
8/27/2020 3:04:46 PM
RESTRICTION \$25.00
County: \$0.00
State: \$0.00
BOOK: 1419 PGS: 1608 - 1610

202000006151
TINSLEY & ADAMS
PO BOX 1504
GREENWOOD, SC 29648-1504

space above reserved for recording

**Amendment to Covenants, Conditions and Restrictions,
Easements, Liens and Charges
for “The Retreat at Grand Harbor”**

Declarant – The Retreat Real Estate Group, LLC

Whereas, Bluff Land Development Company LLC filed original Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of the Retreat at Grand Harbor in Deed Book 907 at page 115; and

WHEREAS, Article 7 of the original Covenants cited an Architectural Control Committee which would give approval of fences, if any, which were constructed on said lots; and

WHEREAS, The transfer of Declarant Rights from Bluff Land Development Company, LLC to The Retreat Real Estate Group was recorded Book 1454 page 142. The Retreat Real Estate Group, LLC is now the successor Declarant; and

WHEREAS the Amendment of the Covenants, Conditions, Restrictions, Easements, Liens and Charges of the Retreat at Grand Harbor was filed in Deed Book 1603 page 107. The Declarant can now amend the Covenants, Conditions, Restrictions, Easements, Liens and Charges of the Retreat at Grand Harbor by a vote of two-thirds (2/3) of the Class A and Class B Member votes; and

WHEREAS the Retreat Real Estate Group LLC as Declarant, wishes to amend a fence restriction as well as the architectural guideline provisions recorded in Book 1470 at page 110, section 21 the Covenants....

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, Section 21 of the Architectural Guidelines Amended 2015 and filed in Book 1470 at page 110 is hereby amended as follows:

1. The Architectural Review Board of the Retreat at Grand Harbor will now consider and approve courtyard enclosure fences which meet the following guidelines:

A. The fence must be no more than four (4') feet in height.

B. The fence must be extended from a point at the rear side of the house and must extend no closer than 10' from the side boundary line.

C. The depth of the courtyard enclosure shall be minimal, depending on how close the enclosure is to the neighbor(s) property. In general, the depth of the enclosure shall not exceed fifty (50') feet and the final depth determination shall be subject to the approval of the Architectural Review Board.

D. Fence material shall be decorative wrought iron or some other similar material which shall be maintained in the original condition of its installation.

E. All fences must be approved by the Architectural Review Board prior to installation and said application to the Architectural Review Board shall contain a drawing of the dimensions and materials in order for the Architectural Review Board to approve.

2. The above requirements shall apply to courtyards and enclosure fences only. As required by South Carolina Law, all residential swimming pools shall have fences surrounding the pool that meet South Carolina Law as spelled out under the South Carolina Code of Laws. In addition, said pool fences must be approved by the Architectural Review Board, and shall meet the following guidelines:

A. The fence must be at least four (4) feet in height as required by SCDEHEC.

B. The gates opening must open away from the pool with self-closing and self-latching locks and must equal the height of the fence.

C. Gate Latches must be located on the pool side of the gate and must be three inches (3") below the gate.

D. The fence must not have any openings more than four inches (4") in diameter or larger.

E. There must be no space between the bottom of the fence barrier and the solid ground surface larger than four inches (4") in diameter.

F. The fence cannot be chain link fencing material.

G. The fence must be approved by the Architectural Review Board and the application must be submitted to the Architectural Review Board meeting the above guidelines and containing a drawing showing the dimensions and materials.

This amendment shall run with and bind the property and shall inure to the benefit of and be enforceable by the Association, Declarant, Committee of any owner subject to the Terms of this Declaration. This Declaration may be dissolved at any time upon the vote of one hundred

(100%) of the property owners. This Declaration may be amended by a vote of the cumulative total of two thirds (2/3) of the Class A plus Class B member votes.

This constitutes the sole and complete amendment. The undersigned acknowledges that the members were given instruction, due time and there were no objections raised to the Amendment and that the votes were accurately and entirely accounted for.

All other terms, conditions and provisions of the Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of The Retreat at Grand Harbor shall remain in full force and effect.

IN WITNESS WHEREOF, The Retreat Real Estate Group, LLC, a South Carolina Limited Liability Company has caused this Amendment to be executed this 27th day of April, 2020, and is herein agreed to by Grand Harbor Club, LLC, a South Carolina Limited Liability Company.

SIGNED, Sealed and Delivered
In the presence of:

Elaine M. Little
Witness #1

[Signature]
Witness #2

The Retreat Real Estate Group, LLC

[Signature]
By: Robert Todd Bailey
It's: Sole Member

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF GREENWOOD)

The foregoing Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of The Retreat at Grand Harbor was acknowledged before me this _____ day of April 27, 2020 by The Retreat Real Estate Group, LLC by Robert Todd Bailey, Its Sole Member.

[Signature]
Notary Public
My Commission expires: 8/20/22
Affix Seal

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(100%) of the property owners. This Declaration may be amended by a vote of the cumulative total of two thirds (2/3) of the Class A plus Class B member votes.

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Elaine M. Little
Witness #1

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COUNTY OF GREENWOOD)

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[Signature]
Notary Public
My Commission expires: 8/30/22
Affix Seal