

Return to:
Storm Branch Ventures, LLC
7009 Evans Town Center Blvd.
Evans, GA 30809

2015030379
AMENDMENT
RECORDING FEES \$10.00
PRESENTED & RECORDED:
12-30-2015 01:20 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: JENNIFER MATHIS DEPUTY
BK: RB 4585
PG: 347 - 350

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

**AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE
OBLIGATIONS AND CONDITIONS APPLICABLE TO
THE RETREAT AT STORM BRANCH**

WHEREAS, the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to The Retreat at Storm Branch, dated March 27, 2009 is recorded in the Office of the RMC of Aiken County, South Carolina in Deed Book 4248, page 1113 through page 1126, as subsequently amended; and

WHEREAS, Storm Branch Ventures, LLC reserves unto itself, its successors and assigns, the right to amend this Declaration or any portion thereof as it may deem necessary because all lots have not been sold and the rights to amend have not been assigned to the Association; and

WHEREAS, Storm Branch Ventures, LLC desire to amend the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to The Retreat at Storm Branch; and

NOW, THEREFORE, for One & 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Storm Branch Ventures, LLC does hereby amend the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to The Retreat at Storm Branch, dated March 27, 2009, by deleting Article VI, Section 2 in its entirety and replacing with the following enumerated provisions and restrictions:

Article VI

2. **Enforcement.**

In the event of a violation or breach of any of the restrictions contained herein by any Owner, Resident or agent or guest of an such Owner, the Owner of any Lot, the Company, or the Association, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing the Owner of any Lot, the Company, or the Association shall have the right, whenever there shall have been built on any portion of the Property any structure in violation of these restrictions, to enter upon such Property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been removed by the Owner. Any such entry and abatement or removal shall not be deemed a trespass.

The Board shall additionally have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote or to use the Common Property for any violation of the Declaration, Bylaws, or any Association rules and regulations.

The Board or its designee may also enter upon any portion of the Property, including a Lot, in order to remove or abate any violation thereon of the Declaration; provided, however, the Board shall first provide the Owner of the Lot ten (10) days notice of the Board's intention to enter the Owner's Lot and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the Owner, Occupant and Lot subject to the violation.

If any vehicle is parked on any portion of the Property in violation of the Covenants or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Property stating the name and telephone number of the person or entity which will do the towing. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user. If a violation occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the

contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

This Amendment is made and entered into this 24th day of December, 2015.

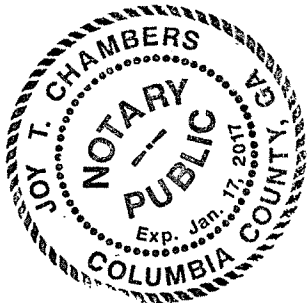
Sworn to and subscribed
Before me this 24th day of
December, 2015.

Storm Branch Ventures, LLC

[Signature]
Witness

[Signature] (L.S.)
Bill B. Beazley
As its: Manager

[Signature]
Notary Public
My commission expires: 1-17-17



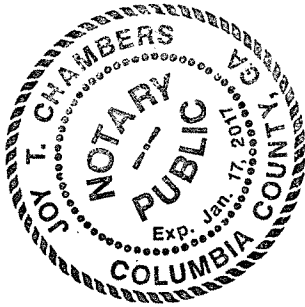
ACKNOWLEDGEMENT

STATE OF Georgia

COUNTY OF Columbia

I Joy Thompson Chambers, do hereby
certify that Bill B. Beazley, personally
appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and seal this the 27th day
of Dec, 2015.



Joy T. Chambers
Notary Public for Columbia Co., GA
My commission expires 1-17-17