

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

2018019203
AMENDED COVENANTS
RECORDING FEES \$10.00
PRESENTED & RECORDED:
08-10-2018 02:25 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: JENNIFER YOUNG DEPUTY
BK: RB 4735
PG: 694 - 696

**AMENDMENT TO THE 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 25, 2009, recorded in the RMC Office of Aiken County, South Carolina in Deed Book RB 4248, pages 1113-1126 did publish and declare certain Protective Covenants regarding The Retreat as Storm Branch Subdivision, Section One, as subsequently amended; and

WHEREAS, Storm Branch Ventures, LLC reserve 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 Section One, as subsequently amended; 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, Section One dated March 25, 2009 by adding the following as Article III, Section 12:

Article III.

12. Leasing of Premises. Lots may be rented only in their entirety. Renting of a single room, rooms, floor or floors, or other areas within a dwelling that is less than all of the structure or Lot is strictly prohibited. All leases shall be in writing and for a term of at least one (1) year. In the event a court of competent jurisdiction rules that the above prohibition against leasing for less than one year is unenforceable, then a property may not be leased for a term of less than is ruled by the court to be legally enforceable. The intent of this provision is to strictly prohibit boarding houses, individual room renting, or renting for a short duration any portion of a Lot or dwelling. A short duration shall be intended to be defined as any term

less than one year that is legally enforceable, i.e. days, weeks or months. **All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.**

Within 10 days of a lease being signed, the Owner of the leased Lot shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of the Governing Documents. In addition to, but consistent with this subsection, the Association or the Board may adopt Rules governing leasing. Subleasing is prohibited.

Notwithstanding the foregoing, no minimum lease term shall prevent an Owner from leasing his or her Unit for a period of two weeks or less during the Masters Golf Tournament.

The Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to The Retreat at Storm Branch, Section One are hereby ratified, and shall remain in full force and effect except to the extent inconsistent with the amendments set forth herein.

This Amendment is made and entered into this 10th day of August, 2018.

Sworn to and subscribe before me

This 10th day of Aug, 2018.

Tru Dudley
Witness

Storm Branch Ventures, LLC

Bill Beazley

As its: Manager

Joy T. Chambers
Notary Public
My Commission Expires: 1-16-21



ACKNOWLEDGEMENT

STATE OF Georgia

COUNTY OF Columbia

I Joy T. 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 10th day

of August, 2018

Joy T. Chambers
Notary Public for Columbia Co, GA
My commission expires 1-16-21

