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Prepared by and return to: Cynthia A. Jones, Esq. (32555.sc001) Horack, Talley, Pharr & Lowndes, P.A. 2600 One Wells Fargo Center 301 South College Street Charlotte, North Carolina 28202

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONELEDGE AT LAKE KEOWEE

This is an Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stoneledge at Lake Keowee which was recorded January 27, 2017 in Book 2240 Page 72 of the Oconee County Register of Deeds Office ("Declaration"). Article XIII Section 3 of the Declaration states that the Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Units or Lots who approve the amendment. The Owners have expressed their ratification of the Declaration and their approval of this Amendment with their signatures on the Exhibit A which is attached hereto and incorporated herein by reference. This Amendment will become effective upon recording.

WHEREFORE, the Declaration is hereby amended as follows:

- 1. Article X USE RESTRICTIONS Section 10. Leasing shall hereby be added as follows:
 - "Section 10. <u>Leasing.</u> The Association and its Board of Directors has deemed it to be in the best interest of Owners to create restrictions with regards to leasing of Lots or Units. Such restrictions will, among other things, increase interest by the Owners in the appearance and maintenance of the Lots or Units; minimize problems of rule enforcement and property damage; and ensure that Lots and Units and Owners qualify for certain federally supported mortgage programs. These restrictions do not restrict any Owners rights under the First Amendment or any other provision of the U.S. Constitution, nor are they violative of public policy.
 - a. Notice to Board: Any Owner intending to make a lease of his/her Lot or Unit shall

give prior written notice to the Board of Directors (or any managing agent designated by the Board) of such intention together with a copy of the renter registration form which will be provided by the Association or their agent. For purposes of this section, "lease" is defined as regular, exclusive occupancy of a Lot or Unit by any person(s), other than the Owner, for any period of time, for which the Owner receives any consideration or benefit, including but not limited to, a fee, service, or gratuity. No leasing for less than the entire Lot or Unit shall be permitted.

- b. <u>Assessments and Amenities</u>: In no event shall any lease relieve an Owner from the obligation to pay assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the Lessee in the lease. The Owner transfers and assigns to the Lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Areas, subject to the provisions contained in the Declaration.
- c. Subleasing: No subleasing of a Lot or Unit shall be allowed.
- d. Term: Any Owner at the time this Amendment is recorded ("Current Owner") may rent their Lot or Unit for a minimum term of three (3) days between Memorial Day and Labor Day and a minimum term of two (2) days the rest of the year. When the Current Owner transfers title to the Lot or Unit, the new Owner ("New Owner") will have a minimum lease term of ninety (90) days. For purposes of this section, "transfers title" shall mean and refer to a sale or transfer of a Lot or Unit from the Current Owner to any other person or entity and shall not include transfers by a Current Owner to a family trust, or property that is transferred by will or intestacy. Any one-time transfer to a family trust or any Lot or Unit transferred by will or intestacy shall still be considered a Current Owner for purposes of this section but any transfer after the one-time transfer from a Current Owner, even if to another family trust or by will or intestacy, will no longer have this exemption and will be subject to a minimum lease term of ninety (90) days. No Lot or Unit shall be leased for transient or hotel purposes.
- e. Property Management: This subsection shall only apply to Current Owners who are renting their Lot or Unit for less than ninety (90) days. In order to assure consistency and to minimize concerns with short term rentals, all Current Owners shall hire a management company designated by the Board. Services provided by the rental management company may include the following: check-in, check-out, car and boat registration, repairs, inspections, cleanings, etc. Current Owners may rent their Lot or Unit but all rentals for a term less than ninety (90) days must be registered with the management company within five (5) days of the booking, but in no event later than the commencement of the lease. Failure of the Current Owner to comply with this section shall subject the Current Owner to a fine for the first offense. Any subsequent offenses will result in the Current Owner forfeiting the right to rent for the following calendar year. Any fees associated with the property management company shall be the sole expense of the Owner contracting for the services.

- f. Rental Assessment: Any Owner renting their Lot or Unit for any period less than 90 days shall pay to the Association a rental assessment ("Rental Assessment"). For the year 2018, the minimum Rental Assessment will be two hundred and fifty dollars (\$250.00). The Rental Assessment will be assessed to all Owners who rented their Lot or Unit the previous year and may be refunded to any Owner, at the end of the year, who has not rented their Lot or Unit during that year. The Rental Assessment may be increased by the Board but may not be increased by more than ten percent (10%) a year without the approval of at least 2/3 of the Owners. Current Owners that rent their Lot or Unit for more than five (5) rental periods in year, shall pay an additional thirty dollars (\$30.00) ("Additional Rental Assessment") for each rental period above and beyond the initial five (5) allowed. The Additional Rental Assessment amount shall not be increased by more than ten percent (10%) a period without the approval of at least 2/3 of the Owners. The Rental Assessment and the Additional Rental Assessment shall be collected as an assessment as provided in the Declaration. The failure of the Owner to pay either the Rental Assessment or the Additional Rental Assessment may subject the owner to fines, suspension of planned community privileges and services, or lien and foreclosure.
- g. <u>Insurance</u>. Any Owner who rents their Lot or Unit shall provide the Association with an ACORD certificate of insurance which specifically covers liability insurance for rental, and which shall name the Association as an additional insured under the policy and which provides the Association with notice of cancellation. Failure of an Owner either to obtain liability insurance, maintain liability insurance or to name the Association as an additional insured shall result in an immediate loss of the right to rent their Lot or Unit until such time as the appropriate insurance is provided.
- h. Compliance with Declaration, By-Laws, and Rules and Regulations: Any Owner leasing his/her Lot or Unit may provide the Lessee with a copy of the Declaration, By-Laws, and Rules and Regulations affecting the Lot or Unit upon execution of the lease. The Lessee shall be bound in all respects by the provisions contained therein.
- i. <u>Rules and Regulations</u>. The Board shall have the authority, in their discretion and with the approval of members as provided herein, to create, adopt, amend, change modify or delete rules and regulations concerning an Owners ability to rent their Lot or Unit and the lessee's activity and actions on the Lot or Unit. Any such rules and regulations shall be approved by a vote of not less than two-thirds (2/3) of all Units or Lots represented at a duly held meeting of the Members at which a quorum is present prior to becoming effective.
 - 1. Lessees are limited to no more than eight (8) persons in any Lot or Unit for any rental period.
 - 2. No more than three (3) vehicles shall be allowed for each Lot or Unit that is leased when the garage is available for parking. When the garage is not available for parking the number of vehicles allowed for each Lot or Unit shall be two (2).
 - 3. Since the community is residential in nature, no rentals shall be allowed which are for an event, party, or tailgate.
 - 4. No interest in any Lot or Unit may be subjected to a vacation time sharing plan, as

- that term is defined in Title 27, Chapter 32 of the South Carolina Code of Laws.
- 5. All advertisements for leasing of Lots or Units shall comply with items 1-4 above. If the advertisement does not comply with items 1-4 above and is not corrected by the Owner within ten (10) business days after receiving notification from the Association of the problem, the Owner will lose the right to rent for the following calendar year.
- j. <u>Fines</u>. If an Owner is found in violation of anything contained in this Section or the Rules and Regulations as provided for herein, the Association shall have the authority to institute fines against the Owner or suspend the Owners (and therefore their lessees) planned community privileges or services for non-compliance. Prior to a fine being assessed or a suspension of privileges or services being imposed written notice shall be issued to the Owner in accordance with the provisions of the Bylaws. Any fines imposed shall be assessments secured by liens as provided herein. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued until the violation is cured."

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, being the President of the Association hereby confirms with his/her signature that this amendment was approved and adopted in accordance with Article XIII Section 3 of the Declaration and has caused this instrument to be executed under seal as of the 17th day of May, 20 18. STONELEDGE AT LAKE KEOWEE OWNERS' ASSOCIATION, INC. STATE OF SOUTH CAROLINA COUNTY OF **OLONEE** I, the undersigned, Notary Public for said County and State aforesaid, do hereby certify that <u>LINDA M LOVE</u>, as <u>President</u> of Stoneledge at Lake Keowee Owners' Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 17th day of MAY Signature of Notary Public [SEAL] Print Name: DOWNA My commission expires: 10 28 DONNA M FURNARI Notary Public, South Carolina My Commission Expires October 28, 2024



ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, Donna M. Furnari, a Notary Public for the State of South Carolina, do hereby certify that Linda McClain Love, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witnessed my hand and official seal,

This 17th day of MAY, 201	
DONNA M FURNARI	Donne Mothermari

Notary Public for S. C.

My Commission Expires 10 28 2024

DONNA M FURNARI Notary Public, South Caroline My Commission Expires October 28, 2024 2018 WAY 17 A 11: 50

04/15/2018 DWNERS' MESTING

Exhibit A

Owner signature: Print name: Property address: 331 BLUEWATERWAY Date: 4/15/2018	UNIT 7
Owner signature: MANCY A. WILSON Print name: NANCY A. WILSON Property address: 331 BLUE DATER WAY Date: 4 15 120 18	ムペーナフ
Owner signature: Januar Steffes Print name: Jonnan Steffes Property address: 326 BLUE WAT UND Date: 04/15 2018	
Owner signature: MALTWYNAW Print name: DONNA FURNAR Property address: 22'7 HIDDEN SHIRES Date: 4/5/2018	æ
Owner signature: Print name: MIKE FURNARI Property address: 227 H1 DDFN SHORES Date: 4/15/2018	
Owner signature: And M. Love Print name: LANDA M. LOVE Property address: 518 SUNSET PT. DR Date: 4/26/2018	
Owner signature: Robert W. LOVE Print name: ROBERT W. LOVE Property address: 518 SUNSET PT.DR. Date: 4/26/2018	

Owner signature:	Michael Duane Smith
Print name:	Mike Smith
	414 Sunset Point Dr West Union SC 29696
	05/08/2018
Date.	· ·
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Owner signature:	Jano A Jan
Print name:	
Property address:	
Date:	05/08/2018
Date.	03/04/2010
Owner signature:	Ral Hul
Print name:	Paul Hund III
Property address:	546 Sunset Point Dr West Union SC 29696
	05/08/2018
Owner signature:	Henry Rameriz
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Date:	00/10/2010
Owner signature: Print name:	Pamela Cunningham
Property address:	566 Sunset Point Dr
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Owner signature:	thomas Gue
Print name:	Thomas B Gue
Property address:	568 Sunset Point Dr
Date:	05/14/2018
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Owner signature:	
Print name:	C Dan Carson
Property address:	556 Sunset Point Dr. West Union SC 29696
Date:	05/15/2018

Owner signature:	Thomas Ewasiuk	
	Thomas Ewasiuk	
	604 Driftwood Ln, West Union SC 29696	
Date: 05/1	1/2018	
Owner signature: Print name:	June M. Gorman	
,	436 Sunset Point Dr	
Date:		
Date:	03/11/2010	
Owner signature:		
Print name:		
Property address:	440 Sunset Point Dr West Union SC 2969	6
Date:	05/12/2018	
	Andrew Burnette 522 Sunset Point Dr	
Owner signature: Print name: Property address: Date:	Stacey Eberly	
Owner signature: Print name: Property address: Date:	SANA HAMAM Hani Fattah 530 Sunset Point Dr 05/15/2018	
Owner signature: Print name: Property address: Date:	Tim Roberson IMK Development LLC 226 Hidden Shores Ln 05/16/2018	

Owner signature: White
Print name: Mikel Parcis
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Owner signature: Tom Pauno
Print name: Pam Paras
Property address: Cox Or Heart Lanc
Date: 4/15/17
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Owner signature: Komoth Langue +
Print name: Kenneth LANDGROVER +
Property address: 548 SUNSET Point Dr. West Come S.C.
Date: 4/15/18
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Owner signature: Miliana Milana
Print name: Juliana Jarroux
Property address: 548 Sunset Point Dr W ilnin SC
Date: 4-15-2018
Date. 4 15-2018
Owner signature: Vings T. Aprings
Print name: Ginaci T. Springs
Property address: 500 Sunset Point Drive
Date: 4/15/18
Owner signature:
Print name: James R. Springs
Property address: 560 Sunset Point Drive
Date: 4/15/18
Owner signature:
Print name:
Property address:
Date:

The undersigned Owner(s) of Lot(s) or Unit(s) of property located in Stoneledge at Lake Keowee hereby evidence, with their signature(s), that they have ratified the Declaration and approved the Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stoneledge at Lake Keowee attached hereto.
Owner signature:
Print name: Stephen Gook Was what Union SC 29695
Property address.
Date:
Owner signature: Dong Kopscik. Showon Kopscik Print name: Dong Kopscik. Showon Kopscik Property address: 1333 Blue Water way, West Union, St Date: 4/9/19
AMMM,
Owner signature:
Print name: Simmy Cortmen for the
Property address:
Date: 1918 West Upon 12 20101
Owner signature: According Coffman Print name: Blenda Coffman Property address: 412 Surget Point De Date: 49 18 hestling Sc 29696
Owner signature: West D. Luck
Print name: Allison DeLoacne
Property address: 534 Sunset Point Drive
Date: 4/9/2018
Owner signature: Laul Dur
Print name: Kaul Mary Dudos
Property address: 223 Hidden Shore Ln
Date: 4-14-18
Date: 4-14-13
Owner signature: Walker
Print name: Tohd WALKER
Property address: 512 SUNSET POINT DE
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Date: April 10, 2018

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Owner signature: What Calked Philip K. Schume	
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Property address: 219 Hidden Shows Jame	
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Date: 4/-18-2018	
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Print name: Susan p Feather	
Property address: Yourse 416 Sunger Pt. Dr.	
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Owner signature: + Quarth Whete	
Print name: ROPERT R. WHITE	
Property address: 225 HIDDEN SHERES CA	
Date: 41241.2018	

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A S
Owner signature: ARRY ANDRESY
Print name: Larry Aldrich
Print name: Property address: 580 Stewset Point Drive
Date: April 15, 2018
Owner signature: Nanny Skanner
Print name: Nancil Grasso
Property address: 329 Blue Water Way
Date: 4-15-18
Owner signature: wy
Print name: TESSY GROSSO
Property address: 329 Due Usal Gradua
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Owner signature: Day Faul Bully Print name: Paul Gary Faul Renbedd Property address: CSZ Son 10 f Pt Day Date: 4-15-2018
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Owner signature:
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Property address: 240 H Ad EN Shows Co

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Print name:	
Property address:	
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Owner signature!	Adrienne Bruckman
Print name:	Adrienne Bruckman
Property address:	418 Sunsal Point Drive
Date:	05/14/2018
Owner signature:	E.Dixon Harrill, Jr
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Property address: _ Date:	524 Sunset Point Dr 05/10/2018
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Owner signature: Omna Rotugus Print name: Anna Rodges Property address: 538 Sunset Point Or. Date: 5/1/18	
Owner signature: Automoth Cook Print name: Antoinelle N. Cook Property address: 322 Blue Water Way Date: 5-9-18	
Owner signature: Author E. Cook Print name: Richard E. Cook Property address: 322 Blue water way Date: 5-9-18	
Owner signature: Rebecca Feldman Print name: Rebecca Feldman Property address: 520 Sunset Point D. Date: 5-13-18	
Owner signature: Print name: Property address: 520 Suset Point Date: 5-13-18	
Owner signature:	

Print name:
Property address:
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Owner signature; Print name: Angles D. LOGAN TRANSPORTS Property address: 22/1/1956/1956/1956/1956/1956/1956/1956/19
Owner signature: Carol Wagner Print name: Carol Wagner Property address: 526 Sunset Point Dr. 29696 Date: 5-1-18
Owner signature: 2/1/4/2 Print name: Michael J. Hirsch Property address: 516 Sunsert Point Dr., West Union, SC 29696 Date: May 1, ZOI8
Owner signature: John Propost Vickie Project Print name: Tom Propost Vickie Project Property address: 554 SUNSET POINT Date: 5.4.2018
Owner signature: Print name: Leffrey Drawler Property address: 582 50056T POINT DRIVE Date: 9 May 2018
Owner signature: Avaitable Print name: Lisa Hoider Property address: 322 Hidden Shorts Land Date: 515 1/8
Owner signature: Print name: Todd Holder Property address: 222 Hodden Shozes Cane Date: 51516

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Print name: Brad S	Seckinger
Property address:	
Date:	04/19/2018

Owner signature:	
Print name: Brad Seckinger	***************************************
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Owner signature:	
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Print name: Brad Seckinger	
Property address: Lot 54	
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Owner signature: Kes C Kedn	
Print name: KEVIN RESMON	
Property address: 606 DRIFTWOOD AN	14
Date: APRIL 15, 2018	_
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Owner signature: John W Com	è
Print name: PAMELA REDMON	
Property address: 606 DRIFTWOOD LAWS	
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The undersigned Owner(s) of Lot(s) or Unit(s) of property located in Stoneledge at Lake Keowee hereby evidence, with their signature(s), that they have ratified the Declaration and approved the Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stopeledge at Lake Keowee attached hereto.

Owner signature: Print name: Property address: 532 500set + 1. Date: 4-25-7018
Owner signature: Canda Hadusty Print name: Surviv Hades M Property address: 1532 Sunset Point D Date: 4-11-2018
Owner signature: Print name: Property address: Date:
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Owner signature:	GRENN W. HOLLAND
Print name:	O GLENN W. HOLLAND
Property address:	324 BLUE WATER WAY
Date: 5/01	12018
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VOTE YES

Exhibit A

The undersigned Owner(s) of Lot(s) or Unit(s) of property located in Stoneledge at Lake Keowee hereby evidence, with their signature(s), that they have ratified the Declaration and approved the Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stoneledge at Lake Keowee attached hereto.

Owner signature:	fout Daniele
Prim name:	Paul Daniers
Property address:	325 BLUEWATER WAX
Date: A	1RIL 19, 2018
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Owner signature:	
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Property address:	- 1100M
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Print name:	
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Owner signature: Print name: Property address: Date: Utq	TY HE 536 Shaft Rout Dr.
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