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**AMENDMENT TO
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
JARVIS CREEK PROPERTY OWNERS ASSOCIATION, INC.**

THIS AMENDMENT TO **DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS JARVIS CREEK PROPERTY OWNERS ASSOCIATION, INC.** (the "Amendment"), is made as of March 1st, 2011, by Jarvis Creek Property Development Company, LLC and Selsey Enterprises, LLC (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Jarvis Creek Property Development Company, LLC and Selsey Enterprises, LLC is the Declarant described in that certain **DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS JARVIS CREEK PROPERTY OWNERS ASSOCIATION, INC.** recorded July 28, 2008, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2749 at Page 2183 (the "CCR"); and

WHEREAS, Articles XII Section 12.1 of the CCR provides the Declarant may amend the CCR for seven (7) years from the date of the CCR (July 23, 2008).

WHEREAS, Article X of the By-Laws provides that the Declarant may amend the By-Laws of the **DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS JARVIS CREEK PROPERTY OWNERS ASSOCIATION, INC.** so long as Declarant owns more than fifteen (15) lots and as of the effective date of this Amendment the Declarant owns more than fifteen (15) lots;

WHEREAS, the Declarant has determined it is in the best interest of the project to record the Amendment below to clarify the definition of Common Property and dates of the transfer of Common Property and Open Space to the Owners;

NOW THEREFORE, in consideration of the foregoing, the **DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS JARVIS CREEK PROPERTY OWNERS ASSOCIATION, INC.** are hereby amended as set forth herein.

1. **Recitals.** The foregoing recitals are true and correct and are incorporate by this reference.
2. **Effective Date.** The Effective Date of this Amendment shall be the date of recording.

3. **Amendment.**

A. Article I: Definitions Section 1.1. (c) **DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS JARVIS CREEK PROPERTY OWNERS ASSOCIATION, INC.** is amended to read as follows:

B. "Common Property" shall mean and refer to those areas of land, including those with any improvements thereon, which are deeded to the POA and designated in said deed as Common Property. The term "Common Property" shall include any personal property acquired by the POA, if said property is designated as "Common Property". All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners of the Lots, their families and guests. The term "Common Property" shall also refer to all areas provided for common use and enjoyment of Owners of the lots, their families and guests, and designated as Common Property on the plats referred to in **EXHIBIT "A"** or on any other approved plat or Master Plan evidencing a specific intent to designate Common Property, whether or not such property has been actually conveyed to the POA, and whether or not such Common Property is presently designated by Declarant, which shall be at Declarant's sole discretion. Declarant may like-wise modify any Common Property designation prior to actual conveyance to the POA, at Declarant's discretion. The Declarant expressly provides that all roadways within the Property as shown on the subdivision plat recorded in Plat Book 125 at page 129 are included and shall be considered Common Property and shall be devoted to and intended for the common use and enjoyment of the Owners of the Lots, their families and guests.

C. Article VII Section 7.2 (a) and (b) of the **DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS JARVIS CREEK PROPERTY OWNERS ASSOCIATION, INC.** are amended to read as follows:

(a) Notwithstanding Sections 2.3(b) above, the transfer shall not take place prior to the date that Declarant conveys 80 lots as defined in Section 6.1, unless there is an affirmative vote of the POA agreeing to such transfer, said vote to be not less than a majority of all outstanding Class 'A' Ownership.

(b) The transfer shall take place no later than the earlier of

(i) the date that Declarant conveys 80 lots as defined in Section 6.1; or

(ii) January 1, 2017. Upon transfer of title of the Common Property and Open Space to the POA, the POA shall have the sole responsibility of maintenance, repair and governing of the Common Property. Prior to such transfer, the POA and its Owners shall be responsible for the maintenance and upkeep of all areas which are designated for common use or enjoyment by Owners, notwithstanding the fact that title has not yet been conveyed to the POA.

- (c) Article I Section 1.02 of the **BY-LAWS OF THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS JARVIS CREEK PROPERTY OWNERS ASSOCIATION, INC.** defining the "Company" is amended to read as follows:

Section 1.02 Offices of the Association. The office of the Association shall be at the offices of Jarvis Creek Property Development Company, LLC at 4 Sherman Drive, Hilton Head Island, South Carolina 29928 or at such other place as may be subsequently designated by the Board of Directors of the Association.

- (d) Article III Section 3.02 of the **BY-LAWS OF THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS JARVIS CREEK PROPERTY OWNERS ASSOCIATION, INC.** defining Class A and B membership are amended to read as follows:

Section 3.02: Voting Rights. The Association shall have two (2) types of regular voting memberships:

Class "A" - Class "A" Members shall include all of those Property Owner Members as described in Section 6.1 of Article VI of the Declaration, including the Declarant. A Class "A" Member shall be entitled to one vote for each Property Owner Membership which he owns.

Class "B" - Class "B" Members shall be Declarant and any successors or assign of Declarant's rights hereunder. Declarant shall have one (1) vote for each lot not sold and still owned by Declarant. The Class "B" Membership and voting privileges shall cease and terminate for Declarant whenever Declarant: (a) shall voluntarily give up its Class "B" Membership; (b) shall cease to own at least twenty (20) Lots within the Property; (c) shall convey the Common Property to the Association pursuant to Section 7.2 of Article VII of the Declaration, or (d) on January 1, 2017, whichever shall first occur.

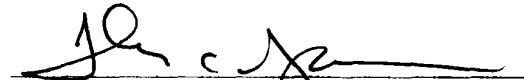
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IN WITNESS WHEREOF, the Declarant has caused the foregoing Amendment to **DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS JARVIS CREEK PROPERTY OWNERS ASSOCIATION, INC. AND BY-LAWS** to be executed by its undersigned, duly authorized signatories on the date set forth above.

WITNESSES:

Jarvis Creek Property Development Company, LLC
A South Carolina Limited Liability Company


Signature of Witness


By: Thomas C. Jacoby, Manager



Signature of Notary Public

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, Thomas L. Brooks, a Notary Public for the aforesaid State, do hereby certify that **Thomas C. Jacoby, Manager of Jarvis Creek Property Development Company, LLC a South Carolina Limited Liability Company**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.


Witness my hand and official seal this 1st day of March, 2011.

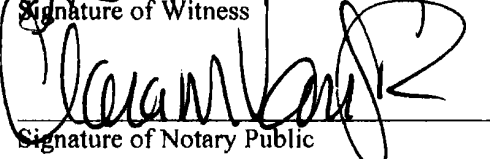

(Signature of Notary Public and Seal)
Notary Public for SC
My Commission Expires: 4/29/16

IN WITNESS WHEREOF, the Declarant has caused the foregoing Amendment to **DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS JARVIS CREEK PROPERTY OWNERS ASSOCIATION, INC. AND BY-LAWS** to be executed by its undersigned, duly authorized signatories on the date set forth above.


WITNESSES:

Selsey Enterprises, LLC
A South Carolina Limited Liability Company



Signature of Witness


Signature of Notary Public



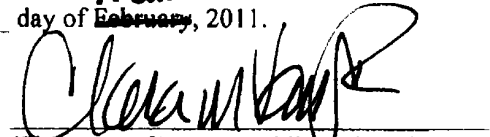
By: Roger F. Stebbing, Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, Clara M Vanduyke, a Notary Public for the aforesaid State, do hereby certify that **Roger F. Stebbing, Manager of Selsey Enterprises, LLC a South Carolina Limited Liability Company**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 1st day of March, 2011.



(Signature of Notary Public and Seal)
Notary Public for SC
My Commission Expires: 8/22/15