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STATE OF SOUTH CAROLINA	)	**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ISLAND WEST HOMEOWNERS ASSOCIATION**
	)	
COUNTY OF BEAUFORT	)	

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ISLAND WEST ("First Amendment") is made this 15th day of March, 2021 by the Island West Homeowners Association, Inc., a South Carolina non-profit corporation (the "Association") to amend certain provisions of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for island West homeowners Association, dated February 23, 2015 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina (the "ROD") in Book 3381 at Page 2388 (the "Declaration" or the "Island West Declaration").

WHEREAS, the Association amended and supplemented the Declaration by various instruments which were recorded in the ROD Office on March 11, 2015 in Book 3384 at Page 1904, September 25, 2015 in Book 3431 at Page 1376, January 15, 2016 in Book 3456 at Page 529, October 21, 2016 in Book 3524 at Page 319, October 21, 2012 in Book 3524 at Page 323 and December 28, 2020 at Page 3952 at Page 724.

WITNESSETH

WHEREAS, pursuant to the provisions of Article XVII Section 17.1 of the Declaration, the Declaration may be amended upon the submission to the vote of the Owners where not less than fifty percent (50%) of those Members eligible to cast a vote do so, and any such amendment shall be deemed approved if more than sixty-seven percent (67%) of the votes cast are in favor of the amendment; and

WHEREAS, Section 33-31-708 of the South Carolina Code of Laws provides that, unless otherwise prohibited in its by-laws, any action by members of a not for profit corporation that may be taken at a meeting of the members may be taken by written or electronic ballot provided that the ballot and solicitations for the ballot meet the requirements thereof; and

WHEREAS, the Association is a South Carolina not for profit corporation and the By-Laws of the Association do not prohibit the Association's use of the provisions of Section 33-31-708 of the South Carolina Code of Laws; and

WHEREAS, pursuant to the notice provisions in Article 2 of the Island West By-Laws, on January 19, 2021, notice was mailed to the Members of the Association providing notice of the proposed amendments, a copy of which amendments was enclosed in the notice, together with a ballot meeting the requirements of Section 33-31-708 of the South Carolina Code of Laws; and

WHEREAS, pursuant to a vote of the Owners made and delivered in accordance with the notice, on February 19, 2021, the following amendments to the Island West Declaration were approved by the requisite vote of the Members voting with a quorum in satisfaction of Article XVII Section 17.1 of the Island West Declaration.

NOW, THEREFORE, The Association hereby amends the Island West Declaration as follows:

1. **Article 1, Section 1.1 Purpose and Intent is hereby amended so that such Section as amended shall read as follows:**

"1.1 Purpose and Intent

The recording of the Initial Declaration on May 18, 2000, in Book 1292, Page 2052, in the Beaufort County Office of the Register of Deeds created a general plan of development for the residential community known then as The Villages of Island West, and which by the recording of this Amended and Restated Declaration the community shall hereafter be known as "Island West." This Amended Declaration provides a flexible and reasonable procedure for the future development of Island West and for the overall development, administration, maintenance, and preservation of the real property now and hereafter comprising Island West. An integral part of the development plan is the creation of Island West Homeowners Association, Inc. ("Association"), an association comprised of all owners of real property in Island West, created to own, operate, or maintain various common areas and community improvements including, as a public or semi-public golf course, that certain real property with improvements thereon consisting of approximately 153.57 acres acquired by the Association in Deed Book 3957 at Page 0664, as approved by the Members at a Special Meeting of the Association held on October 28, 2020, and to administer and enforce this Amended Declaration and the other Governing Documents as described in Exhibits "A-1", "A-2", and "A-3" and Deed Book 3957 at Page 0664 (collectively the "Property")."

2. **Article XII Concepts and Definitions is hereby amended so that such Section as amended shall read as follows:**

"The terms used in the Governing Documents generally shall be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

"Amended Declaration": This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Island West Homeowners Association, Inc., as it may be amended or supplemented from time-to-time.

"Architectural Guidelines": The architectural, design, and construction guidelines and review procedures adopted pursuant to Article V, as they may be amended.

"Architectural Review Committee": Also referred to herein as the "ARC", a committee appointed by the Board who shall assume responsibility for and overview of, architectural matters, with those duties and powers as set forth in Article V herein.

"Area of Common Responsibility": The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, or other applicable covenants, contracts, or agreements.

"Articles of Incorporation" or "Articles": The Articles of Incorporation for Island West Homeowners Association, Inc., a South Carolina nonprofit corporation.

"Association": Island West Homeowners Association, Inc., a South Carolina nonprofit corporation, its successors or assigns.

"Base Assessment": Assessments levied on all Units subject to assessment under Article IX to fund Common Expenses, as determined in accordance with Section 9.1.

"Board of Directors" or "Board": The body responsible for administering the Association selected as provided in the By-laws and serving the same role as the board of directors under South Carolina corporate law.

"By-Laws": The By-Laws of Island West Homeowners Association, Inc., attached for information purposes as Exhibit "D," as may be amended.

"Common Area": All real and personal property, including easements, which the Association owns, leases, or otherwise hold possessory or use rights in for the Owners' common use and enjoyment including but not limited to the golf course acquired by the Association in Deed Book 3957 at Page 0664 with improvements thereon.

"Common Expenses": The actual and estimate expenses the Association incurs, or expects to incur related to any Common Area including the Island West Golf Course and/or for all Owners' general benefit, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

"Community": Also referred to as "Island West", the real property described in Exhibits "A-1", "A-2" and A-3" and the golf course acquired in Deed Book 3957 at Page 0664 with improvements thereon, together with such additional property as is subjected to this Amended Declaration with Article X.

"Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing in Island West, or the standards established pursuant to the Architectural Guidelines, Rules and Regulations, and Board resolutions, whichever is the

highest standard. The Community-Wide Standard may evolve as the needs and desires within Island West change.

"Declarant": D.R. Horton, Inc., a Delaware corporation, or any of its successors or assigns, who served as the initial developer of Island West for the purpose of development or sale during the Declarant Control Period, and who was designated as Declarant in the Initial Declaration.

"Declarant Control Period": The period of time during which Declarant was entitled to appoint a majority of the members of the Board, which Declarant Control Period expired as of May 18, 2010, as provided in the By-Laws. The Declarant shall have the right to appoint and remove the members of the Board until the first to occur of the following:

(a) When 75% of the Units permitted for development within the property described in Exhibits "A" and "B" have certificates of occupancy issued thereon and have been conveyed to Persons other than a successor Declarant;

(b) 10 years after this Declaration is Recorded; or

(c) Upon Declarant's surrender in writing of the authority to appoint and remove directors and officers of the Association.

"Governing Documents": A collective term referring to this Declaration, any applicable Supplemental Declaration, the By-Laws, the Articles, the Architectural Guidelines, and the Rules and Regulations, as each may be amended.

"Initial Declaration": The "Declaration of Covenants, Conditions and Restrictions for The Villages of Island West", dated April 11, 2000, as recorded in the Offices of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 1292 at Page 2032.

"Island West" Also referred to as the "Community", the real property described in Exhibits "A-1", "A-2" and A-3" and the golf course acquired in Deed Book 3957 at Page 0664 with improvements thereon, together with such additional property as is subjected to this Amended Declaration pursuant to Article X.

"Island West Golf Course": That certain real property with improvements thereon acquired by the Association in Deed Book 3957 at Page 0664 as approved by the Members at a Special Meeting of the Association held on October 28, 2020.

"Island West Management Company": Any company which may be retained by the Board that the Association employs to conduct the day-to-day business on behalf of the Association.

"Master Plan": The land use plan for the development of "The Villages of Island West" submitted to Beaufort County on July 23, 1990, as it may be amended, which includes all of the property described in Exhibits "A-1", "A-2" and A-3" and all or a portion of the property described in Exhibit "B."

"Member": A person subject to membership in the Association pursuant to Section 7.3

"Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit. "Mortgagee" shall refer to a beneficiary or holder of a Mortgage. A "First Mortgage" shall be a Recorded Mortgage having first priority over all other Mortgages encumbering a Unit. "First Mortgagee" shall refer to a beneficiary or holder of a First Mortgage.

"Owner": One or more Persons, but not to exceed three (3) persons as set out herein, who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a Recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) shall be considered the Owner.

"Person": An individual, corporation, partnership, trustee, or any other legal entity.

"Property": The property described in Exhibit "A-1", "A-2", and "A-3" and the golf course acquired in Deed Book 3957 at Page 0664 with improvements thereon, and any additional property which is made a part of Island West in the future.

"Record," "Recording," or "Recorded": The appropriate recordation or filing of any document in the Office of the Clerk of the Circuit Court of the County of Beaufort, State of South Carolina, or such other place which is designated as the official location for recording deeds and similar documents affecting title to real estate. The date of Recording shall refer to that time at which a document, map, or plat is Recorded.

"Rules and Regulations": The rules and regulations set forth in Exhibit "C," as they may be supplemented, modified, and repealed pursuant to Article IV.

"Special Assessment": Assessments levied in accordance with Section 9.2.

"Specific Assessment": Assessments levied in accordance with Section 9.3.

"Supplemental Declaration": A Recorded instrument which subjects additional property to the Initial Declaration of this Amended Declaration pursuant to Article X, designates Neighborhoods pursuant to Article XI, and/or imposes additional restrictions and obligations on the land described in such instrument.

"Unit": A portion of Island West, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy. The term shall refer to the land which is part of the Unit as well as any improvements thereon.

In the case of a parcel of vacant land the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the Master Plan. After improvements are constructed, the portion encompassed shall contain the number of Units determined as set forth in the preceding paragraph and any portion not

encompassed by such plan shall continue to be treated in accordance with this paragraph."

3. **Article III Section 3.2 Restrictions on Use is hereby amended so that such Section as amended shall read as follows:**

"3.2 Restrictions on Use

The Property in Island West shall be used only for residential, recreation, and related purposes in accordance with the Governing Documents except for the Island West Golf Course which may be used and operated as a public or semi-public golf course including a pro shop, clubhouse, and related activities."

4. **Article V is hereby amended by adding a new Section 5.9 as follows:**

"5.9 Golf Course

The Architectural Guidelines and procedures of Article V do not apply to the Island West Golf Course and the standard of landscaping, repair, maintenance, and care of the Island West Golf Course shall be determined from time to time by the Board."

5. **Article VIII Section 8.1 and Section 8.2 are hereby amended so that such Sections as amended shall read as follows:**

"8.1 Acceptance and Control of Association Property

(a) The Association may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to the provisions of Article 16.2 (a).

(b) The Association shall accept and maintain such property at its expense for the Members' benefit, subject to any restriction set forth in the deed or other instrument transferring such property to the Association.

(c) The Association shall be responsible for management, operation, and control of the Common Area (including the Island West Golf Course), subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association. The Board may adopt, amend, cancel, revise, or terminate, in whole or in part, such reasonable rules and regulations including fees for the use of the Common Area as it deems appropriate from time to time.

8.2 Maintenance of Area of Common Responsibility

Except for the Island West Golf Course, the standard of landscaping, repair, maintenance, and care of which shall be determined by the Board from time to time, the Association shall maintain, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which shall include, but need not be limited to:

(a) All portions of and structures situated on the Common Area, including but not limited to the private streets and gates serving The Villages of Island West;

(b) Landscaping within public rights-of-way within or abutting Island West;

(c) Such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract, covenant, or agreement for maintenance thereof entered into by, or for the benefit of, the Association;

(d) All lakes, ponds, streams, or wetlands located within Island West which serve as part of the storm water drainage system, and improvements and equipment installed therein or used in connection therewith;

(e) Any part of the irrigation system for Island West, if any, installed by Declarant and located within Island West and all improvements and equipment used in connection therewith, including irrigation ditches, head gates, and siphons; and

The Association may maintain other property which it does not own, including, without limitation, publicly-owned property, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

The Association guarantees that drainage will flow off the Area of Common Responsibility on the intended drainage course. The Association shall not bear any responsibility for ensuring that drainage follows intended drainage patterns off of the Area of Common Responsibility.

The Association shall not be liable for any damage or injury occurring on, or arising out of, the condition of property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Area of Common Responsibility, except the Island West Golf Course, in continuous operation, except for any periods necessary, as determined in the Board's sole discretion, to perform required maintenance or repairs, unless Members representing more than seventy-five percent (75%) of the votes in the Association agree by vote to discontinue such operation.

The costs associated with maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense; provided, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other Recorded covenants, or agreements with the owner(s) thereof."

6. **Article XII Section 12.1 Easements in Common Area is hereby amended so that such Section as amended shall read as follows:**

"12.1 Easements in Common Area

Each Owner shall have a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

(a) The Governing Documents and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying an interest in such property to the Association;

(c) The Board's right to:

(i) adopt and enforce rules regulating use and enjoyment of the Common Area (specifically including but not limited to the Island West Golf Course);

(ii) dedicate or transfer all of any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(iii) mortgage; pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(iv) control, manage, operate, lease, and/or administer the use of the Island West Golf Course, including user fees related thereto pursuant to the terms of this Amended Declaration.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease, forfeiting their own rights during such lease period."

7. **Article XIV Private Amenities (e.g. Golf Course, etc.) is deleted in its entirety and replaced as follows:**

"Article XIV – Intentionally Left Blank"

8. **Article XVI Section 16.2 Transfer, Partition, or Encumbrance of Common Area is hereby amended so that such Section as amended shall read as follows:**

"16.2 Transfer, Partition, or Encumbrance of Common Area

(a) Except as this Declaration otherwise specifically provides, the Common Area shall not be judicially partitioned or subdivided into Units, nor shall the ownership of the Common Area be otherwise divided or encumbered in any manner after conveyance to the Association, except upon the approval of Members representing more than seventy-five percent (75%) of the total votes in the Association.

(b) The Association shall have the authority, subject to approval of Members representing a majority of the total votes in the Association to transfer portions of the Common Area and improvements thereon to appropriate governmental entities or tax-exempt organizations for the maintenance, operation, and preservation thereof; provided, that any such transfer shall not relieve such Common Area from the rights and benefits of the Association and the Members as provided in this Declaration and shall otherwise be subject to the provisions of this Declaration.

(c) The Association, upon approval of sixty-seven percent (67%) of the total votes of the Board, shall be authorized to lease the Island West Golf Course together with the improvements thereon to a golf course operator or management business to be maintained and operated as a public or semi-public golf course for nominal consideration and for a term of not more than 5 years, provided the Members of Island West shall be entitled to receive a ten percent (10%) discount of regular membership rates and merchandise purchases (except for sale items and food and beverages) and shall have the right of use, access and enjoyment of the Island West Golf Course for non-golf related activities during non-operational hours subject to any rules adopted by the Board.

(d) Except as provided above, no portion of the Common Area may be sold, transferred, or conveyed except upon approval of Members representing more than seventy-five percent (75%) of the total votes in the Association."

IN WITNESS WHEREOF, the Association has caused this First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Island West Homeowners Association to be executed this 15th day of March 2021 and to be effective upon recording.

WITNESS:

ISLAND WEST HOMEOWNERS ASSOCIATION, INC.

By: Richard E. Myers
Richard E. Myers
Its: President

Attest: Robert H. Gold
Robert H. Gold
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Richard E. Myers, as President of **Island West Homeowners 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 15th day of March, 2021.

Brenda D. Pickens (SEAL)
Notary Public for South Carolina
My Commission expires: 04/26/2028

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Robert H. Gold, as Secretary of **Island West Homeowners 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 15th day of March, 2021.

Brenda D. Pickens (SEAL)
Notary Public for South Carolina
My Commission expires: 04/26/2028

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

SECRETARY CERTIFICATE

Pursuant to Article XVII, Section 17.1 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Island West Homeowners Association recorded in the Office of the Register of Deeds for Beaufort County in Official Records Book 3381 at Page 2388, as amended (the "Declaration"), which constitute covenants running with certain lands as described therein and in subsequently recorded instruments, I, the Secretary of the Island West Homeowners Association, Inc. do hereby certify as follows:

That, the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Island West Homeowners Association to which this certificate is attached was duly adopted on February 19, 2021 by written ballot in accordance with Section 33-31-708 of the South Carolina Code of Laws with said amendments to be effective upon recording. The total number of votes necessary to adopt the Amendment and the total number of votes cast for and against the Amendments are shown below:

Issue	Total Eligible Votes	Number of Votes Required to Amend Declaration	Votes Cast for Covenant Amendment	Votes Against Covenant Amendment	Units Not Voting
First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions	260	126*	187	0	73

*more than 67% of votes cast

IN WITNESS WHEREOF, the Secretary of the Association has caused these presents to be executed on this 15th day of March, 2021.

WITNESS:

ISLAND WEST HOMEOWNERS ASSOCIATION, INC.

By: Robert H. Gold
Robert H. Gold
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Robert H. Gold, as Secretary of **Island West Homeowners 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 15th day of March, 2021.

Brenda D. Perkins (SEAL)
Notary Public for South Carolina
My Commission expires: 04/26/2028