



2024013259

RESTRICTIVE COVENANTS AMEND
RECORDING FEES \$25.00

PRESENTED & RECORDED:

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BK: RB 21282

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ANGIE M BRYANT
CLERK OF COURT
YORK COUNTY, SC
BY: ABIGAYLE LANIER CLERK

**STATE OF SOUTH CAROLINA, COUNTY OF YORK, AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS for
BOATSHORE SUBDIVISION**

This is an Amendment to the Declaration of Covenants, Conditions and Restrictions for Boatshore Subdivision (hereinafter referred to as the "Declaration"), recorded with the York County Clerk of Court on December 23, 2003 in Book 05943 at Page 0243. Section 8.3 of the Declaration provides the requirements that must be met in order for this Amendment to become effective. The Board Members of the Boatshore Homeowners Association, Inc. (hereinafter referred to as the "HOA Board"), a South Carolina Non-Profit Corporation, hereby certifies that this Amendment has been adopted pursuant to the provisions of Section 8.3 of the Declaration.

WHEREFORE the Declaration is hereby amended as follows:

1. Article VI of the Declaration shall be amended by adding the following language to section 6.3:

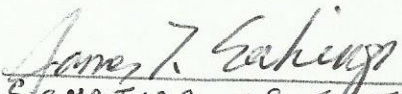
- (a) Owner Occupied Properties. Except as set forth below for limited long-term leases, all residences on Lots shall be "Owner Occupied Properties," which are defined as residences occupied solely by the Owner, the members of the family of the Owner, or other guests and invitees of the Owner. If the Owner is a corporation, limited liability company, partnership or trust, then only a director/officer, member, partner or beneficiary thereof, respectively, may occupy the residence.
- (b) Maximum Long-Term Rentals. There shall be permitted at any time a maximum of seven (7) of the residences on Lots in the subdivision that are used as long-term rental properties, which is approximately 10% of the Lots. A long-term rental property may have a lease term of no less than one year and no more than two years without renewal. The HOA Board shall deny the approval of the right to lease any Lot which will result in more than seven (7) Lots being occupied as long-term rental properties. A wait list shall be formed, in the order received, of Owners that want to use the Lot as a long-term rental property, but are denied because the maximum has been reached.
- (c) Lease Definition: Required Notice/Application. Any owner intending to lease its Lot as a Long-Term rental property shall give prior written notice and apply to The HOA Board (or any managing agent designated by the HOA Board) of such intention. The required notice shall include information as the HOA Board or its agent shall reasonably require. Notwithstanding the foregoing, a lease to the spouse, former spouse, parent, grandparent, child, or grandchild of the Owner shall not be considered to be a "lease" for the purposes of this Section. Within fifteen days after the receipt of such notice, the HOA Board or its managing agent shall provide the Owner with written notice of its approval or disapproval of the proposed request to rent. . The decision of the HOA Board shall be final, but approval shall not be unreasonably withheld. No person aged 18 or below may occupy the property as his or her principal residence unless that person is included on the lease as one of the tenants.

- (d) Required Lease Provisions. All leases of Lots shall be in writing. The provisions of this Section shall also apply to the renewal of or modification to the terms of any lease of a Lot. No subleasing of a Lot shall be allowed, and no single-room or lease of a portion of a Lot shall be allowed. No Lot shall be leased for transient or hotel purposes, and the minimum initial term of any proposed lease shall not be less than one year. Leases of greater than two (2) years in duration are prohibited, but may be renewed for a period of up to two years pursuant to agreement between the Owner and respective tenant(s). All leases must contain a provision that any violation of the Declaration, Bylaws, or rules and regulations of the Association by the tenant constitutes a default under the lease, with the landlord's remedy being termination of the lease.
- (e) Compliance with Declaration, Bylaws, and Rules and Regulations. Upon entering into a lease, any Owner shall provide the tenant with a copy of the Declaration, Bylaws and any rules and regulations affecting the subdivision and inform the tenant that all rules and regulations apply to the renter as well as the Owner.
- (f) Minimum Occupancy Requirement. Notwithstanding anything else to the contrary, no Owner shall be permitted to rent or lease its Lot until twelve (12) months have elapsed since the date on which the Owner acquired record title to the Lot. In the event that a Lot is leased for any period of time in violation of this mandatory twelve month "waiting period," the waiting period shall be immediately tolled, and any time that elapses while the unapproved lease remains in effect shall not count toward satisfaction of the waiting period described herein. For Lots owned by a corporation, LLC, partnership, trust or other entity, the Lot must be occupied as a principal residence for at least 12 consecutive months by an officer, director, managing member, trustee, or other person acting on behalf of the entity as approved by the HOA Board.
- (g) Leasing Multiple Lots: The leasing of multiple Lots by the same Owner(s) is prohibited.
- (h) Additional Requirements:
- i. The HOA Board may charge reasonable fees to the Owners for addressing violations of this amendment.
 - ii. Owners shall provide the names of the tenants, the tenant's contact information, and include language in the lease that no tenant may have a commercial vehicle on the property unless it is kept in an enclosed garage. Additionally, the Owner must provide its updated contact information including mailing address, phone number, and email address within 14 days of lease signing. If the Owner uses a managing agent, contact information for the managing agent must be provided to the HOA Board. Owners are responsible for informing any managing agent for the Owner's rental of the requirements of the Declaration, and ensuring that the managing agent complies on the Owner's behalf.

iii. The HOA Board reserves the right to waive any of these restrictions with respect to any particular Lot for exceptional circumstances or if strict enforcement hereof would result in undue hardship to the Owner. Decisions on claimed exceptional circumstances shall be determined on a case-by-case basis, and are in the sole discretion of the HOA Board.

(i) Remedies. After notice and an opportunity for the Owner to be heard by the HOA Board, should the HOA Board determine that an Owner is in violation of this amendment, the HOA Board may impose fines of up to \$100.00 per day until the violation is resolved. Any Owner whose violation is of a continuing nature may be fined for future violations without necessity of a new hearing. The HOA Board shall be authorized, after notice and an opportunity to be heard, to impose suspension of the Owners right to vote. Any fines levied under this Declaration shall be against the Owner and their Lot.

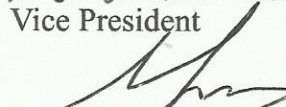
(j) Short-Term Rentals Prohibited. No short-term rentals (periods less than one year) are permitted.

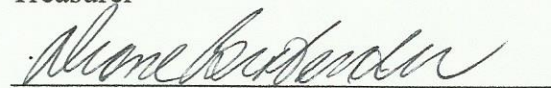

SIGNATURE OF FIRST WITNESS

Boatshore Homeowners Association, Inc.

By: 
President


Vice President


Treasurer


Secretary


SIGNATURE OF SECOND WITNESS

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF YORK)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Julia Clement, President of Boatshore Homeowners Association, Inc., a South Carolina Non-profit corporation, sign, seal and as his/her act and deed, deliver the within amendment and that (s)he, with other witnesses subscribed above witnessed the execution thereof.

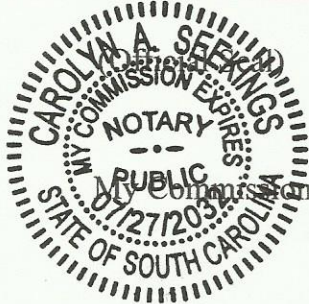
SWORN to me this 23 day of April, 2023.

James L. Seefelt
Signature of First Witness

York County, South Carolina

Signed and sworn to before me this day by Carolyn A. Seekings
(name of principal)

Date: April 23rd 2024 *Carolyn A. Seekings* Notary Public



Commission Expires: 07/27/2032