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Deliver To: BP

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)
)

AMENDMENT OF DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, LIENS
AND CHARGES OF GRAND HARBOR

FILED FOR RECORD 11/08/2005
AT 01:39:58PM BOOK 00939 PAGE 00221
Ingram Moon - Clerk of Court
Greenwood County Courthouse 000012560

12560 Bk:939 Pg:221

WHEREAS, on September 1, 1999, Declarant caused a certain Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor ("Declaration") to be recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 587, at Page 320.

WHEREAS, on September 30, 1999, Declarant caused that certain Declaration to be re-recorded in the Office of the Clerk of Court for Greenwood County at Deed Book 591, at Page 318.

WHEREAS, subsequent amendments to the Declaration have been recorded in the Office of the Clerk of Court for Greenwood County.

WHEREAS, specifically at Article VI Section 1, that all Owners shall be members of the Grand Harbor Club.

WHEREAS, at the time of the recording of the Declaration, the yacht club was the only amenity of the Grand Harbor Club; however, other amenities were contemplated.

WHEREAS, since the recording of the Declaration, the Grand Harbor Club has developed other amenities, such as but not limited, to a golf course presently called "The Patriot."

WHEREAS, since all Owners shall be a member of the Grand Harbor Club, all Owners shall be a member of both the yacht and golf clubs.

WHEREAS, the Grand Harbor Club shall be now called the Grand Harbor Golf and Yacht Club, and the Declarant reserves the right to add amenities to the Grand Harbor Golf and Yacht Club.

WHEREAS, that the membership office at Grand Harbor must be contacted to obtain written confirmation regarding membership status of a particular lot before a property transfer can take place.

WHEREAS, the membership must be purchased if a membership is not otherwise transferred with the property.

WHEREAS, Declarant desires to amend Article VI Section 1 to read as follows:

Section 1 Creation of Personal Obligation to Membership. All Owners will be required to join the Grand Harbor Golf and Yacht Club, its successor or assign, and purchase or transfer a membership for each lot owned. Each Owner must fulfill this Club membership requirement on or before the purchase of their Unit or Lot. Multiple lot owners will subject to club policy regarding payment of dues, but a membership must be purchased or transferred for each lot owned. This requirement is lot specific and not owner specific. A copy of the membership requirements as of the date of this amendment is attached as Exhibit "D."

WHEREAS, this amendment affects every parcel of land located within the Grand Harbor Subdivision as shown on any plat.

WHEREAS, pursuant to Article X Section 5 of the Declaration, the Declarant exercises its reserved right to vote at least seventy-five (75%) of its votes to pass this amendment.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Declarant desires to amend Article VI Section 1 to read as follows:

Section 1 Creation of Personal Obligation to Membership. All Owners will be required to join the Grand Harbor Golf and Yacht Club, its successor or assign, and purchase or transfer a membership for each lot owned. Each Owner must fulfill this Club membership requirement on or before the purchase of their Unit or Lot. Multiple lot owners will subject to club policy regarding payment of dues, but a membership must be purchased or transferred for each lot owned. This requirement is lot specific and not owner specific. A copy of the membership requirements as of the date of this amendment is attached as Exhibit "D."

THAT, the Grand Harbor Club shall be now called the Grand Harbor Golf and Yacht Club.

THAT, the membership office at Grand Harbor must be contacted to obtain written confirmation regarding membership status of a particular lot before a property transfer can take place.

THAT, the membership must be purchased if a membership is not otherwise transferred with the property.

THAT, this amendment affects every parcel of land located within the Grand Harbor Subdivision as shown on any plat of record.

Dated this 7 day of November, 2005.

EXHIBIT "D"
MEMBERSHIP REQUIREMENTS
GRAND HARBOR GOLF AND YACHT CLUB

The following are the membership requirements for the Grand Harbor Golf and Yacht Club.

1. Classification of Memberships

A) Resident Membership- All property owners are classified as resident members. If the lot is sold, the membership is transferred with the lot. The former lot owner is no longer a member but is able to join as a non-resident member as long as there is a non-resident membership available.

B) Non-Resident Membership- Non-property owners can become members of the Grand Harbor Club. They do not have to own property in Grand Harbor. They will expect to apply for membership and be approved before joining.

2. Initiation Fee and Dues

A) Resident Members- The initiation fees for the residents who brought from the developer are included in the purchase price. The dues are as follows:

1) Dues for The Harbor Club facilities will be \$600.00¹ per year, or as otherwise set by the club, and will be paid as follows: one-half when the pool, poolside bar and grill, and marina are completed; the remaining one-half will be paid when the clubhouse is completed. Membership is transferred if the lot is sold, and a transfer fee will be due by the new owner. The opening date of these facilities are completed, January 1st each year will be the anniversary date on which the Harbor Club dues will be due.

2) Dues are subject to increase at the owner's discretion depending upon the financial situation of the Harbor Club. They will not be increased without apparent reason.

B) Non-Resident Members- All non-resident members will pay an initiation fee set by the owner before joining. They will also be responsible for paying annual dues that will be set by the owners of the Club.

1) The initiation fee for a non-resident member will be \$1,000.00¹ and will be paid as follows:

\$500.00¹ is to be paid with application and the remaining \$500.00¹ will be due when

¹This amount is a minimum. All fees and costs shall be set by the Grand Harbor Golf and Yacht Club at the beginning of the calendar year.

the Clubhouse is completed. If the additional \$500.00¹ is not paid within 10 days after notice, the non-resident membership will become void and all privileges will be revoked.

- 2) Dues will be the same as for the resident members and paid the same way.
- 3) Dues are subject to increase at owner's discretion depending upon the financial condition of The Grand Harbor Golf and Yacht Club. They will not be increased without apparent reason.
3. Family Members- Membership in any classification includes the member, spouse, all bona fide dependent single children that are 18 years of age or under as well as children under 25 years of age who are full-time students attending school or college.

A married child is not eligible to come under the parents' membership. If the child marries while attending school, he or she ceases to come under the parents' membership at once.
4. Membership Availability
 - A) Residents- All lots in Grand Harbor must come with a membership.
 - B) Non-Residents- There will be memberships available for non-residents.
5. Privileges- All members, resident or non-resident, will have access to all of the all amenities existing at The Grand Harbor Golf and Yacht Club, now or in the future. Each amenity will have its own set of guidelines, and each member will be expected to obey all of the set guidelines.
6. Ownership- The Club will be owned and operated by the developer of Grand Harbor. The developer will have the right to set rules and regulations that will be the best for its members and the upkeep of all of its facilities. The owner will have the right to sell, lease or turnover the amenities to an outside operator for the operation of the Club. The membership will not be affected. If the owner does sell the club, the Property Owners Association will have the first right of refusal to purchase the same at an agreed upon price.
7. Fees- All fees are set at the beginning of the year and will stay the same for that year. If there is an increase in any fees to the members, they will be set prior to the beginning of the year in which they are to take affect, and all members will be notified of the increase in advance.

¹This amount is a minimum. All fees and costs shall be set by the Grand Harbor Golf and Yacht Club at the beginning of the calender year.