

BP0414069

<u># PGS:</u>

STATE OF SOUTH CAROLINA	)	SEVENTH AMENDMENT TO
	)	ANDOVER AT PARK WEST
	)	ASSOCIATION, INC. A PARK WEST
	)	<b>NEIGHBORHOOD DECLARATION OF</b>
	)	COVENANTS, CONDITIONS, AND
COUNTY OF CHARLESTON	)	RESTRICTIONS

THIS Seventh Amendment to Andover at Park West Association, Inc. a Park West Neighborhood Declaration of Covenants, Conditions, and Restrictions is made this 30<sup>th</sup> day of June, 2014.

## **WITNESSETH THAT:**

WHEREAS, Park West Development, Inc, original Declarant, by Andover at Park West Association, Inc. a Park West Neighborhood Declaration of Covenants, Conditions, and Restrictions dated November 30, 1999, and recorded December 3, 1999, in the RMC Office for Charleston County in Book T-338 at Page 303, as supplemented by First Supplemental Declaration to Andover at Park West Association, Inc. A Park West Neighborhood Declaration of Covenants, Conditions, and Restrictions dated September 16, 2004, and recorded September 23, 2004, in the RMC Office for Charleston County in Book K510 at Page 549, and by Second Supplemental Declaration to Andover at Park West Association, Inc. A Park West Neighborhood Declaration of Covenants, Conditions, and Restrictions dated May 22, 2006, and recorded May 23, 2006, in the RMC Office for Charleston County in Book M584 at Page 703 (herein the "Declaration") made certain properties described therein subject to the Declaration; and

WHEREAS, Declarant no longer has a Controlling Interest in the Andover at Park West Association, Inc. ("Association") and the Association is governed by a Board of Directors ("Board") elected by the Members; and

WHEREAS, Section 8.1 of the Declaration provides that the Declaration may be amended by a vote of not less than seventy-five percent (75%) of the existing Board of Directors, after notice of the proposed amendment is given to the Board in writing by a director proposing the amendment, which notice shall contain a description of the proposed amendment and the general purpose thereof; and

WHEREAS, one of the existing directors has given the Board notice of a proposed amendment providing to amend the rules and regulations to address renting or leasing residential units; and

WHEREAS, after due consideration, the Board of Directors, by the affirmative vote of not less than seventy-five percent (75%) of the existing directors, has adopted the proposed amendment and desires to amend the Declaration, together with the Bylaws attached thereto as Exhibit "B", as set forth herein.

NOW, THEREFORE, the Board of Directors of the Association hereby declares that the Declaration, and Bylaws attached thereto as Exhibit "B", shall be amended as follows:

1. Paragraph 1 of the Rules and Regulations is hereby deleted in its entirety and replaced with the following provision:

## 1. Residential Use of Properties.

- A. All Units (which are defined by the Declaration as a Lot or Residential Unit on a Lot) shall be used solely for residential purposes. No business or business activity shall be carried on upon any Unit at any time; provided, however, that (a) nothing herein shall prevent Declarant or any builder of any homes on the Property from using any Unit owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of the Property and (b) to the extent allowed by applicable zoning laws, a private office may be maintained in a Unit as long as such use is incidental to the primary residential use of the Unit, does not violate any applicable law, does not involve any exterior signage or advertising of the Unit as a place of business, and does not contribute to parking, traffic or security problems, all in the opinion of the Board of Directors of the Association or the Board of Directors of the Master Association.
- B. Any Owner intending to rent or lease a Residential Unit on a Lot shall submit to the Board of Directors a copy of the proposed lease agreement prior to the occupancy by the tenant. No lease shall be for a period of less than six (6) months. No room may be rented and no transient tenants are allowed. Only the lessee(s) and members of the lessee's (lessees') family may occupy the unit. Any assignment, extension, renewal, or modification of any rental agreement, including, but not limited to, changes in terms, duration of occupancy shall be considered a new lease agreement, notice of which must be submitted to the Board of Directors in accordance with this section.

Each Owner agrees to cause his tenants and occupants to comply with the Declaration, the Bylaws, Articles of Incorporation, and the rules and regulations promulgated thereunder, and are responsible and liable for all violations. The Owner of a Residential Unit shall be jointly and severally liable with his tenant and occupants to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant or occupants. Any Owner who elects to lease his Unit shall be responsible for (i) annual and special assessments; (ii) fines for violations caused by tenant, occupants, or Owner of Unit; (iii) tenant and occupants' compliance with the Declaration of Covenants, Conditions, and Restrictions.

All tenants and occupant's shall be subject to the terms and conditions of this Declaration, the Bylaws, Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an owner. All tenants and occupants are responsible and liable for all violations and losses caused by such tenants and occupants.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the date first written above.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:	ANDOVER AT PARK WEST ASSOCIATION, INC.
Muhelle Wenn	By: Name: Grany Neider berger Its: President
STATE OF SOUTH CAROLINA )  COUNTY OF CHARLESTON )	ACKNOWLEDGMENT
I, Michael Percivel , Notary Publi do hereby certify that Andover at Park West Association its President, personally appeared before me this day execution of the foregoing instrument.	c for the State of South Carplina, ion, Inc., by <u>(ริลาษ Neiderอยก</u> รษ and acknowledgment the due
Subscribed to and sworn before me the 30 day of	Ju-e , 2014.
Mr. S	
Notary Public, State of South Carolina	
MICHAEL PERCIVAL  NOTARY PUBLIC  SOUTH CAROLINA  My Commission Expires July 17, 2018	

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