

Association Contact Information:  
Harborview Property Owners' Association, Inc.  
c/o FirstService Residential  
11822 Highway 17 Bypass South  
Murrells Inlet, SC 29576

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS  
FOR HARBORVIEW  
Horry County, South Carolina**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR HARBORVIEW (this "Amendment") is made this 28 day of October, 2024 (the "Effective Date"), by Beazer Homes, LLC, a Delaware limited liability company, hereinafter referred as the "Declarant".

**RECITALS:**

A. Declarant made and executed that certain Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Harborview dated April 15, 2019, and recorded June 20, 2019, in Deed Book 4218 at Page 961, records of Horry County, South Carolina, as amended (as amended, the "Declaration").

B. Article XIII, Section 9, of the Declaration provides that the Declaration may be amended without the consent or joinder of any other Owner or the Association for so long as Declarant owns any Lot or Dwelling Unit within the Property, provided that any such amendment does not materially alter or change any Owner's right to use and enjoyment of such Owner's Lot or Dwelling Unit or of the Common Area as set forth in the Declaration.

C. Declarant continues to own property within Harborview and is actively engaged in the development of Harborview, and this Amendment does not materially alter or change any Owner's right to use and enjoyment of such Owner's Lot or Dwelling Unit or of the Common Area as set forth in the Declaration.

**NOW THEREFORE**, in consideration of the foregoing premises and the additional sum of Five and No/100 (\$5.00) Dollars, the sufficiency and receipt of which is hereby acknowledged, the terms of the Declaration, upon the terms and conditions set forth herein, and that the Declaration shall be amended as set forth herein.

1. The foregoing recitals are hereby incorporated herein by this reference.
2. As of the Effective Date hereof, Article V, Section 10, is hereby deleted in its entirety and replaced with the following:

Capital Contributions. Upon the closing of the initial sale of each lot by the Declarant, its successors and assigns, and at the closing of each conveyance thereafter the following contributions shall be paid to the Association:

*Working Capital Contribution:* Seven Hundred Fifty and No/100  
(\$750.00) Dollars

*Reserve Funding Capital Contribution:* Five Hundred Fifty and No/100  
(\$550.00) Dollars

The payment of Working Capital Contributions and Reserve Funding Capital Contributions shall not in any way be considered a prepayment of any regular or Special Assessment. Such funds may be used by the Association in such manner as the Board of Directors thereof shall direct, provided that the funds are used pursuant to the terms of the Declaration.

3. All capitalized but undefined terms used in this Amendment shall have the meaning ascribed to such terms in the Declaration.

[Signature page follows]

