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STATE OF SOUTH CAROLINA  
COUNTY OF SUMTER

AMENDMENT TO ALL DECLARATIONS OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

HUNTERS CROSSING

*(Original Declarations recorded in:*

Deed Book 1017 at Page 1681

Deed Book 1033 at Page 1539

Deed Book 1047 at Page 1610

Deed Book 1059 at Page 1928

Deed Book 1073 at Page 309

Deed Book 1086 at Page 1328

Deed Book 1094 at Page 2264

Deed Book 1113 at Page 3448

Deed Book 1141 at Page 2639

Deed Book 1207 at Page 978)

Cross Reference:

Plat Book 2019 at Page 150

WHEREAS, the various Declarations of Covenants, Conditions and Restrictions Hunters Crossing were recorded in the Office of the Register of Deeds for Sumter County on February 23, 2006 in Deed Book 1017 at Page 1681; on June 26, 2006 in Deed Book 1033 at Page 1539; on October 3, 2006 in Deed Book 1047 at Page 1610; on January 4, 2007 in Deed Book 1059 at Page 1928; on April 10, 2007 in Deed Book 1073 at Page 309; on July 16, 2007 in Deed Book 1086 at Page 1328; on October 30, 2007 in Deed Book 1094 at Page 2264; on October 15, 2008 in Deed Book 1113 at Page 3448; on July 8, 2010 in Deed Book 1141 at Page 2639; and on December 9, 2014 in Deed Book 1207 at Page 978 (as amended and supplemented the “the Declarations”); and

WHEREAS, amendments to certain Declarations above were recorded in the Office of the Register of Deeds for Sumter County on January 4, 2007 in Deed Book Deed Book 1059 at Page 1980, Deed Book 1059 at Page 1967, and Deed Book 1059 at Page 1947 (collectively “the Amendments”); and

WHEREAS, the Declarations and the Amendments appear to be uniform and identical in every regard, save and except the property description included in Exhibits A attached to each Declaration; and

WHEREAS, Declarant’s intent was and remains to bind all property within the Hunters Crossing Subdivision to and under the same restrictive covenants; and

WHEREAS, it is Declarant’s desire for any and all amendments to the Declarations, present and future, to be consolidated and incorporated into one document; and

WHEREAS, the Declarations provide that they may be amended at any time by the Declarant, without the consent or approval of any lot or other property owner, until Declarant no

longer owns property within the Hunters Crossing Subdivision, including additions or extensions thereto; and

WHEREAS, Declarant still owns property within the Hunters Crossing Subdivision.

NOW, THEREFORE, Declarant hereby declares that the Declaration is amended by this instrument and that the real property described in the Declarations, and any additions thereto, are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth which shall run with the title to the land and all Lots therein and which shall be binding on all Owners. Further, any and all future amendments to the Declarations will be consolidated into one document and apply with equal force to all Declarations filed upon all property within the Hunters Crossing Subdivision.

- 1. The property described in Exhibit A and shown on a Plat of Hunters Crossing Phase 8, Section 1, prepared by Louis White Tisdale of Black River Land Surveying, LLC dated July 12, 2019 and recorded in the Office of the Register of Deeds for Sumter County on July 25, 2019 in Plat Book 2019 at Page 150 is hereby annexed and added to the Property and submitted to the provisions of the Declarations and any and all amendments thereto.**
- 2. Delete Article IV in its entirety and replace it with the following:**

#### ARTICLE IV

#### ASSESSMENTS

- 1. Purpose of Assessment.** The assessments provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.
- 2. Creation of the Lien and Personal Obligation for Assessments.** Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, jointly and severally, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of the Declaration. All such assessments, together with late charges, interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due, and costs, including, without limitation, reasonable attorney's fees and management company charges incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made in favor of the Association and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Lot is located. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage recorded in the land records of the county where the Properties are located. All other persons or entities acquiring liens or encumbrances on any Lot after this Amendment shall have been

recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Each such assessment, together with late charges, interest, costs, including, without limitation reasonable attorney's fees and management company charges incurred, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

Annual assessments shall be levied at a uniform rate per Lot and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

3. Computation. The Board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or its summary available to an owner of each Lot, although failure to receive a budget or summary does not affect an Owner's liability for assessments. The Board will provide copies of the detailed budget to Owners who make written request and pay a reasonable copy charge.

4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time for the purposes of defraying, in whole or in part, any shortfall in the estimated annual budget. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

5. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due from the date first due and payable, all late charges, all costs of collection, including, without limitation, reasonable attorney's fees and management company charges incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to

collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the right, but not the obligation, to bid on the Lot at any foreclosure sale to acquire, hold, lease, mortgage or convey the same.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of the Owner.

All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

6. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section, as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied and costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments.

**3. Delete Article VI Paragraph 13 in its entirety and replace it with the following:**

Fireworks may be displayed on a Lot in strict compliance with all applicable laws.

**4. Add the following to the end of Article VI Paragraph 15:**

No solar panels may be placed upon any Lot.

**5. Add the following to the end of Article VI Paragraph 27:**

For so long as Declarant has the authority to amend the Declaration, the Declarant shall also have the unilateral authority to: amend and/or restate the articles of incorporation and Bylaws of Association and to appoint and remove directors and officers of Association.

**6. Add a new Article VII Paragraph 28 as follows:**

In the case of any conflict between the Declaration and the Articles of Incorporation of the Association, the Declaration shall control. If any conflict exists between the Articles of Incorporation and these Bylaws, the Articles shall control.

**7. Add a new Article VII as follows:**

ARTICLE VII

ENFORCEMENT

1. Enforcement. Enforcement of the Declaration, Bylaws, and the Rules and Regulations, in addition to any other remedy set out herein, may be carried out by the Declarant, Association or any Owner through arbitration or any proceeding at law or in equity, against any person(s) or entity(ies) violating or attempting to violate any covenant or restriction in the Declaration, Bylaws, or Rules and Regulations, either to prevent or restrain violations, to recover damages or to compel a compliance to the terms thereof. Any failure by the Declarant, Association or any Owner to enforce any covenant or restriction herein contained or contained in the Declaration or Bylaws or to enforce any of the Rules and Regulations shall in no event be deemed a waiver of a right to do so thereafter. In the event the Declarant or the Association exercises said enforcement powers, all costs incurred by the Declarant or the Association, including reasonable attorneys' fees and charges by the management company shall be the responsibility of the Lot Owner(s) against whom enforcement was sought and shall be added to the lien filed by the Association against said Lot Owner, if applicable. Such costs shall be collected in the same manner as Assessments, pursuant to Article IV.

In addition to the foregoing, and after providing notice of the violation, the Association may levy against the Owner of the Lot a monetary fine as a specific assessment, which shall constitute a lien upon the Lot. All costs incurred by the Association in enforcing the Declaration, Bylaws, Architectural Guidelines, and Rules and Regulations, including reasonable attorneys' fees and charges by the management company, shall be the responsibility of the Lot Owner against whom enforcement was sought and shall be a lien against said Lot Owner.

2. Hearing. An Owner disputing a noticed violation may request a Hearing before the Board within ten (10) days of the notice provided thereof. If the Owner fails to present a written request for a hearing within this ten (10) day period, the Owner has waived his/her right to a Hearing and impliedly consented to the validity of the violation and monetary fine.

3. Rules and Regulations. The Declarant and Board of Directors shall have the authority to promulgate and enforce Rules and Regulations, to include conduct on the Lots, Common Areas and roadways within the Properties. All Rules and Regulations shall be published to the Lot Owners prior to their enforcement. Upon the affirmative

vote of fifty-one (51%) of the total vote in the Subdivision at a duly called meeting with a quorum present, any Rule or Regulations may be overridden.

4. Legal Proceedings: The Board may, without a vote of the Members, initiate actions or proceedings: (a) initiated to enforce the provisions of or otherwise permitted by the Declaration, these Bylaws, Architectural Guidelines, Rules & Regulations, and any agreement related to the of Common Area; (b) initiated to challenge property taxation or condemnation proceedings; (c) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it. Notwithstanding the prior sentence, the Board of Directors shall not be authorized or obligated to initiate, and the Association shall not initiate, any judicial or administrative proceeding against the Declarant, its employees or agents unless first approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the votes of all of the members of the Association. The requirements of this Section 4 shall not be amended or modified unless such amendment or modification is approved by the same percentage of votes necessary to institute proceedings.

**Capitalized terms used herein shall have the meaning set out in this Amendment. Any capitalized terms used but not defined herein shall have the meaning set out in the Declaration and Bylaws for the Association.**

**All other terms and conditions of the Declaration shall remain in full force and effect unchanged, except as amended, supplemented, and/or modified by this Amendment. Therefore, the above are annexed into the Declarations and become a part thereof.**

**This Amendment is intended to be and shall be deemed to be a sealed instrument, governed by a twenty (20) year statute of limitations per S.C. Code Ann. § 15-3-520.**

**This Amendment shall be effective on the date that it is recorded with the Office of the Register of Deeds for Sumter County.**

**[SIGNATURE PAGE FOLLOWS]**



**EXHIBIT A**

LEGAL DESCRIPTION

OF

HUNTERS CROSSING SUBDIVISION, PHASE 8, SECTION 1

The property shown on a Plat of Hunters Crossing Phase 8, Section 1, prepared by Louis White Tisdale of Black River Land Surveying, LLC dated July 12, 2019 and recorded in the Office of the Register of Deeds for Sumter County on July 25, 2019 in Plat Book 2019 at Page 150.

Aforesaid Plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, and courses and distances for the property concerned herein as permitted by SC Code § 30-5-250. A photocopy of said Plat is attached herewith.

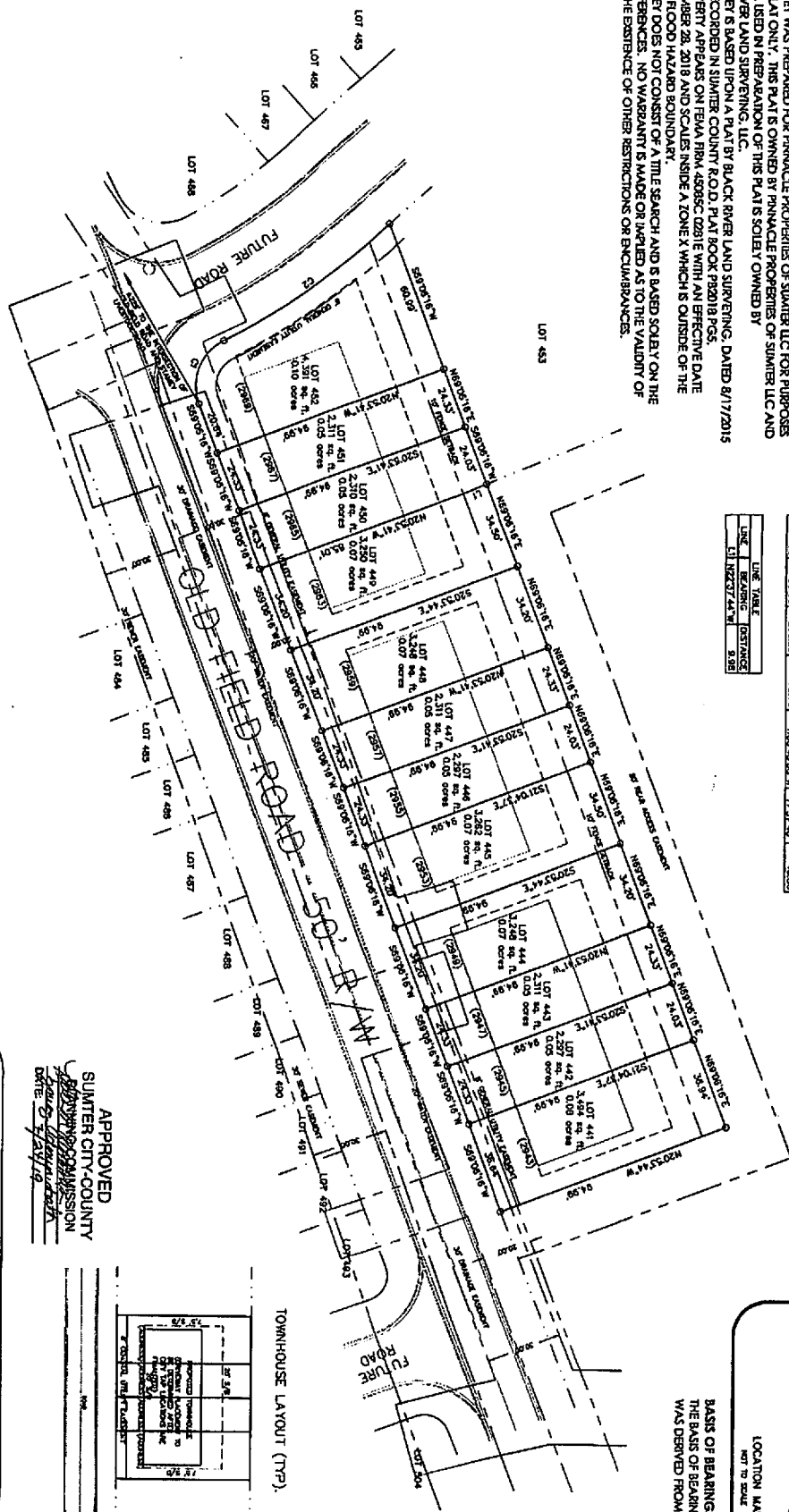
A portion of TMS# 202-00-01-039



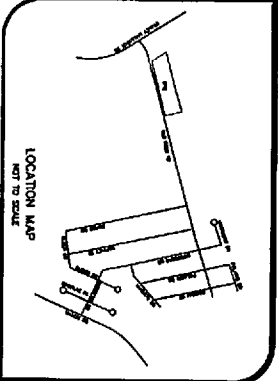
- NOTES:**
1. THIS PLAN REPRESENTS PROPERTY LOCATED IN SOUTH CAROLINA, SUMNER COUNTY, CITY OF SUMNER AND IS LOCATED AT HUNTERS CROSSING SUBDIVISION.
  2. IT IS EXPRESSLY UNDERSTOOD THAT BLACK RIVER LAND SURVEYING, LLC DOES NOT CARRY THE PRESENCE OR ABSENCE OF ENVIRONMENTAL CONDITIONS SUCH AS, HERBERTONAL WETLANDS, UNDERGROUND FEATURES, STRUCTURES OR OTHER GEOLOGIC OR ENVIRONMENTAL CONSIDERATIONS.
  3. ALL UTILITIES IN THIS SUBDIVISION HAVE EASEMENTS, BUT MANY SUCH AS THOSE HELD BY THE CITY OF SUMNER, ARE NOT RECORDED. IT IS THE SUBDIVERS/OWNERS RESPONSIBILITY TO VERIFY THE EXISTENCE, LOCATION AND DEPTH OF ANY STRUCTURES, UTILITY EASEMENTS IN THIS SUBDIVISION PRIOR TO CONSTRUCTION OF ANY STRUCTURES.
  4. THIS SURVEY WAS PREPARED FOR PINNACLE PROPERTIES OF SUMNER LLC FOR PURPOSES OF THIS PLAN ONLY. THIS PLAN IS OWNED BY PINNACLE PROPERTIES OF SUMNER LLC AND BLACK RIVER LAND SURVEYING, LLC.
  5. THIS SURVEY IS BASED UPON A PLAN BY BLACK RIVER LAND SURVEYING, DATED 8/17/2015 AND IS RECORDED IN SUMNER COUNTY R.O.D., PLAN BOOK P/2018 PGS. 4.
  6. THIS PROPERTY APPLIES ON FEMA FIRM 45083C (2015) WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2018 AND SCALES INSIDE A ZONE X WHICH IS OUTSIDE OF THE 100 YEAR FLOOD HAZARD BOUNDARY.
  7. THIS SURVEY DOES NOT CONSIST OF A TITLE SEARCH AND IS BASED SOLELY ON THE LISTED REFERENCES. NO WARRANTY IS MADE OR IMPLIED AS TO THE VALIDITY OF THE TITLE OR THE EXISTENCE OF OTHER RESTRICTIONS OR ENCUMBRANCES.

LINE	LENGTH	BEARING	BEARING	BEARING	BEARING	BEARING
1	28.20	S 20.00° E	S 20.00° E	S 20.00° E	S 20.00° E	S 20.00° E
2	80.00	S 80.00° W	S 80.00° W	S 80.00° W	S 80.00° W	S 80.00° W

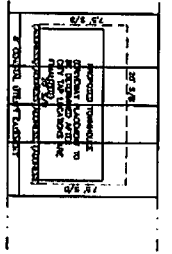
LINE	BEARING	DISTANCE
1	S 18.00° E	8.95



GREENSPACE



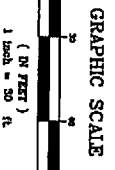
**BASIS OF BEARINGS:**  
THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM SC STATE PLANE.



APPROVED  
SUMNER CITY-COUNTY  
PLANNING COMMISSION  
DATE: 5/14/19

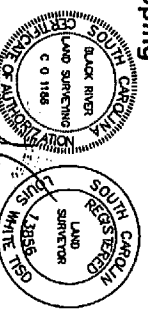
**SUBDIVISION DRAWING  
HUNTERS CROSSING SUBDIVISION  
PHASE 8, SECTION 1, 12 LOTS**

SITUATED IN CITY OF SUMNER, COUNTY OF SUMNER,  
STATE OF SOUTH CAROLINA.  
PLAN PREPARED AT THE REQUEST OF  
PINNACLE PROPERTIES OF SUMNER LLC.  
PORTION OF TMS# 202-00-01-039.



**CERTIFICATION:**  
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HERON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMBULIA STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.

**Black River Land Surveying, LLC**  
Surveying Planning Mapping  
2305 Mayes Open Road  
Maysville, SC 29104  
803-453-6061 (Office)  
brls@rls-llc.com



JOB # 1111 PH - SC01  
DATE 7/2/2019

FILED IN THE OFFICE OF THE CLERK OF SUMNER COUNTY, SOUTH CAROLINA, ON 05/14/2019 AT 10:00 AM. BY: [Signature]