

FILED, RECORDED, INDEXED
07/08/2010 12:11:59 PM
REC. FEE: 20.00 CD FEE: .00
STATE FEE: .00 TOTAL FEES: 20.00

STATE OF SOUTH CAROLINA) DECLARATION OF COVENANTS, CONDITIONS,
) AMENDMENTS, AND RESTRICTIONS
COUNTY OF SUMTER) FOR HUNTERS CROSSING
SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Pinnacle Properties of Sumter, LLC, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Sumter County, State of South Carolina, which is more particularly described as follows:

The property upon which this Declaration of Covenants, Conditions and Restrictions is imposed is described in the attached Exhibit "A" and same is incorporated herein verbatim, and made a part of these Covenants, Conditions, Amendments and Restrictions. These Covenants shall be considered amendatory to all restrictive covenants on existing phases and sections of Hunters Crossing Subdivision recorded, namely those filed in Book 1094 page 2264, Book 1059 page 1980, Book 1059 page 1928, Book 1059 page 1947, Book 1059 page 1967, Book 1113 page 3448, Book 1086 page 1326, Book 1047 page 1610, Book 1017 page 1681, Book 1033 page 1539, Book 1073 page 309, these covenants shall supercede, amend and/or replace any and all prior recorded covenants on any portion of the herein described real property. The intent of the Declarant is that all of said properties described in Exhibit "A" have been and will continue to be developed in accord with Declarant's general design, plan, and scheme for said property as a residential subdivision.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Hunters Crossing of Sumter Homeowners Assn., Inc., its successors and assigns. Said Association shall be incorporated as a non-

profit corporation and operate in accordance with these covenants and its By-Laws.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, including all lots and other parcels cut therefrom, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by, or conveyed to the Association for the common use, maintenance, upkeep and enjoyment of the owners, including but not limited to entrance monuments, open spaces, walking trails, alleys, ponds, utility areas, and amenity center(s), if any.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Pinnacle Properties of Sumter, LLC LLC, its successors and assigns.

Section 7. "Builder" and "Contractor" shall mean an Owner who has acquired, or holds, any lot for the purpose of engaging in the business of constructing residential buildings and associated structures for sale to others and who is licensed as a Residential Builder as defined in Sect. 40-59-20 of the Code of Laws of South Carolina, 1976, As Amended.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable assessments and fees for the use of any Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the common area by an owner for any period during which any assessment against any such lot remains unpaid; and for a period not to exceed 60 days for any infraction of its

published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two thirds (2/3)rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, guests, his tenants, or contract purchasers who reside on the property, and no others unless approved in writing by the Homeowners Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members(s) shall be the Declarant who shall be entitled to twelve (12) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or
- (b) Ten (10) years from the date of these Covenants.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to

the Association: (1) annual assessments or charges as set forth herein, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, as defined in Section 8, will not be a charge on the land, but shall be a continuing personal lien against the owner/s of the said lot for which such assessment is made. Each assessment shall be the personal obligation of the person(s) who was the Owner(s) of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Annual dues, fees and assessments shall commence upon the conveyance and closing on any lot to a homeowner(s) by the Builder and/or the Developer, when said property is approved for occupancy, and a certificate of Occupancy has been issued by the Sumter County Planning Commission permitting occupancy as a residential dwelling. The maximum initial annual assessment shall not be more than \$100.00 Dollars per lot.

(a) From and after the initial assessment, as above provided, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after the initial assessment, as above provided, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3rds) of all members who are voting in person, at a duly called meeting for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3rds) of the votes of all members who are voting in person at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for

the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. At any meeting, the presence of members entitled to cast sixty (60%) percent of all votes of the membership shall constitute a quorum. No business may be transacted without a quorum present.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. Annual assessments shall commence upon the conveyance and closing on any lot to a homeowner(s) by the Builder and/or the Developer, when said property is approved for occupancy, and a certificate of Occupancy has been issued by the Sumter County Planning Commission permitting occupancy as a residential dwelling.

The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of seven (7.0%) percent per annum. If any such sum shall not be paid when due, the Association shall have the right upon not less than fifteen (15) days notice to the lot owner to collect such sum by suit at law and all other legal means and to add to such sum and collect reasonable attorney's fees and all other costs and expenses incurred by the Association in connection with the collection therewith. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her/its lot.

ARTICLE V

ARCHITECTURAL CONTROL

No building, outbuilding, fence, wall, garage or other structure shall be commenced, erected, constructed, or maintained upon the Properties until the complete plans and specifications

showing the nature, kind, shape, height, square footage, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee as to harmony of external design and location in relation to surrounding structures and topography. All fences must be pre-approved by the Architectural Review Committee and shall be constructed of wood, metal wrought iron, vinyl or Brick and shall be between thirty-six (36) and seventy-two (72) inches in height with not less than one (1) inch between pickets. Chain Link fence for dog pens must have prior written approval of the Architectural Review Committee. An architectural review committee composed of three (3) or more representatives appointed by the Declarant must approve all such plans and specifications. In the event said committee fails to approve such design and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans, design and specifications shall be deemed disapproved. The Declarant shall have the right to assign all rights, obligations and duties of the Architectural Review Committee to a management company of its selection until the last lot has been sold, or to the Homeowners Association, if and when the Declarant determines same is necessary or desirable.

ARTICLE VI

GENERAL PROVISIONS

1. No structure shall be constructed or erected on any lot other than one single-family dwelling, and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family. Excluding Builders, a home office incidental to a business may be permitted upon approval by the Architectural Review Committee, provided said use will not cause additional traffic, noise, congestion, or any annoyance or nuisance to the subdivision.
2. No lot referred to herein shall be subdivided or reduced in size without the written consent of the Architectural Review Committee, or the Declarant. The architectural review committee is specifically authorized to modify or change lot lines and sizes, when it deems same necessary or desirable, or needed to prevent undue hardship.
3. The placement, design, type, color and lettering of any mailbox or delivery receptacles and its support, including property identification markers must be approved by the Declarant, or the Architectural Review Committee.

4. The building line on lots shall be variable. The setback line shall not depend on the setback of other lots in the subdivision but shall be as defined on the subdivision plat, city ordinances or as otherwise set by the Declarant and/or the architectural review committee, so long as same is not in violation of the ordinances of the City of Sumter.

5. No noxious or offensive activity, excessive or incessant animal noise, act of protest, or disruptive activity to the marketing, sale or continued appreciation of lots and houses in the subdivision shall be permitted upon any lot conveyed in any common area, or upon any property in the subdivision, and nothing shall be had, or done, thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, chickens or other such animals, or fowl, of any kind shall be allowed or kept on any lot hereby conveyed. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any such lot, which would constitute, cause or become a nuisance to the area as a residential area, or any condition permitted on such lot which would pollute the water of any lake, stream or pond located in or near said subdivision. No excessive number of animals may be kept on any lot and no animals may be bred for profit or commercial purposes on any lot.

6. No tent, shack, trailer, school bus, camper, boat or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot hereby conveyed. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers approved by the City of Sumter and out of sight from the front street. All lots, property and premises shall be kept clean at all times. No woodpiles shall be located where they are visible from the street. All properties constructed with garage doors must retain said garage doors and they may not be closed in by the property owner. Garage doors should remain closed when possible.

7. An easement is reserved unto the Declarant, or its successors or assigns, over the front, side, and rear five (5) feet of each lot hereby conveyed for the purposes of utility installations, rights of way, and for the operation and maintenance thereof; and for fifteen (15) feet over existing sewer and water lines for the maintenance thereof. If said subdivision plat reflects greater easements, then such greater easement is herewith adopted as part of these covenants. Further, each homeowner by acceptance and recordation of a deed to any property in the subdivision, expressly agrees to abide and comply with all restrictive covenants, easements and rights of way affecting the herein described property including any and all conservation, preservation and/or

environmental easements and restrictions. The undersigned Declarant further reserves the right to subject the real property described herein to a contract with Black River Electric Cooperative, or any other utility supplying utility services to Hunters Crossing Subdivision, for the installation of underground, or above ground, electric lines, cables, or any other type of data or electronic signal transmission or delivery system, and/or the installation and maintenance of street lighting, information, security and/or protection systems, any one of which, or all, may require an initial payment and/or continuing monthly payments to Black River Electric Cooperative and/or the utility service provider by the owners of said properties herein described, pro-rated so that each lot/property owner will be responsible for his/her/its pro-rata share of any such utility service provided.

8. All lot owners further agree to comply with all of the terms and conditions of any rules or regulations or assessments, issued after approval by the Homeowners Association in accord with the By-laws of said Association.

9. A plot plan showing the position of the house on the lot must be presented for approval before any clearing is done of any trees, or the lot is graded, or changed in any manner. In addition, a sketch plan showing the front and rear elevations must be presented for approval before the house plans can be approved by the architectural review committee.

10. No boats, trailers, trailer hitches, campers, recreational vehicles, or any vehicle larger than a standard passenger vehicle, or other non-self propelled vehicles shall be stored on any of the Property except in the rear ½ of a Lot (but in no event closer than 20 feet (20') to any rear lot line) or within an enclosed garage. No parking of cars, boats, trailers, motor homes, or similar vehicles is permitted in the Street on the front or side of any lot, or on the grassy areas of a lot exceeding twenty-four (24) hours, and homeowners are encouraged to park in their garage or on their paved driveway. If the Homeowner has more cars than available space for parking, they may submit a written request to the Architectural Review Committee for consideration for approval to expand the driveway pavement. No inoperable nor any unlicensed motor vehicles shall be allowed on the Property, or any additions or extensions thereof, for a period of more than thirty (30) days unless stored within an enclosed garage. No unmuffled motor vehicles of any type will be operated on the Property. For purposes of this paragraph, a pickup truck, Jeep, and other vehicles of somewhat similar size and use shall be included within

those vehicles considered standard passenger vehicles.

11. The Property is designated as a bird sanctuary. There shall be no trapping, hunting, shooting, attempting to shoot or molest in any manner any bird or wild fowl, including the nest and eggs thereof, except to prevent a nuisance or to eliminate a menace to health or safety.

12. No improvements upon any streets adjoining any Lot shall be broken or disturbed in any manner without the consent of the Architectural Review Board and any person disturbing or breaking the improvements on any street, whether intentionally or unintentionally, either directly or indirectly by themselves or by their agents, servants, employees, family members, contractors, or other persons or concerns working at or under their direction or in their behalf, shall be responsible for the immediate replacement and repair thereof.

13. No fireworks shall be stored, used, sold, displayed, or shot or exploded on any part of the Property, or any additions or extensions thereto.

14. Any building constructed on the Property, or additions thereto, shall be completed within nine months from the commencement of the construction unless the time for completion is otherwise extended by the Architectural Review Board.

15. No clotheslines will be permitted on any Lot except in the rear of the dwelling thereon, and such clotheslines shall only be permitted if constructed of a collapsible nature and shall be collapsed when not in actual use. In addition, no window unit HVAC system shall be permitted in any dwelling, or on any lot.

16. It is understood that the herein restrictions shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, Declarant or the Architectural Review Committee shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions shall be construed for the benefit of the Declarant alone, who, reserves the right to alter, amend, or release the same at will.

17. No sale, rent, advertising signs or billboards shall be erected on any lot/house or displayed in any form to the public, except as specifically approved in writing by the Declarant or Architectural Review Committee. No signs, as above described, shall be nailed or fastened to any tree at any time. Builders shall have the right to post marketing signs, "For Sale", "Open

House", "New Homes" or similar signs on lots that they own throughout the Subdivision and on lots owned by the Declarant as well as in common areas. Further, Builders shall have the right to have construction trailers, storage trailers and sales trailers on land owned by the Declarant or the Builder.

18. It is understood and agreed by all lot owners that the Declarant shall not be responsible for the installation and maintenance of storm drains, control of surface water, or maintenance of streets after said streets and systems have been dedicated to the City and/or County of Sumter, or the State of South Carolina, or same has been transferred to the Hunters Crossing Homeowners Association.

19. No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted on any lot which materially affects surface grade of said lot or surrounding lots, unless approved in writing by the Declarant or the Architectural Review Committee.

20. No radio or television transmission or reception towers, disks, satellite dishes, or antennas or any type shall be erected on any lot, or dwelling, in the subdivision. If cable television is not available to said subdivision, then satellite dishes not larger than two (2) feet in diameter shall be permitted on the exterior of a residence, or on the lot, provided they are not visible from the street.

21. Neither Declarant nor any member of the Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications submitted and approved by the Architectural Review Committee or Declarant, nor for any structural defects in any work done according to such plans or specifications. Further, neither Declarant nor any member of the Architectural Review Committee shall be liable in damages to anyone submitting plans or specifications for approval under these restrictions or to any owner of property affected by this declaration by reason of mistake in judgment, negligence or nonfeasance arising out of, or in connection with the approval or disapproval, or failure to approve or disapprove of any such plans or specifications. Every person who submits plans or specifications to the Declarant or Architectural Review Committee agrees by submission of such plans or specifications, and every lot owner agrees, that he/she/it will not bring any action or suit against the Declarant or any member of the Architectural Review Committee for recovery of any such damages, of any kind or nature.

22. All driveways, sidewalks and entrances to garages or houses

shall be concrete or a substance approved in writing by the Declarant, or Architectural Review Committee, and of uniform quality.

23. Each lot owner shall comply strictly with all of the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Review Committee or any aggrieved lot owner, jointly and severally, shall have the right to proceed in law or equity for the recovery of damages, or for injunctive relief, or both.

24. If any sentence, clause or paragraph of this Declaration shall be found by a Court of competent jurisdiction to be invalid or unenforceable, it shall in no way affect the validity or enforceability of any other sentence, clause or paragraph thereof.

25. The Declarant reserves to itself, its successors and assigns, the right to relocate, open or close streets in the subdivision and to revise, re-subdivide and change the size, shape dimensions and locations of lots and streets, whether shown on a recorded plat, a promotional display or a lot layout plan; provided, however, that no lot sold prior to such revisions, relocation or change shall be deprived of that portion of the street or streets on which it bounds nor of access to such lot from the streets in the subdivision.

26. Any climbing plants or vegetation of any kind, placed or allowed to remain on any fence or wall, along a property line, shall be maintained by the respective lot owner, who must keep same in a neat, attractive condition and in compliance with the directions of the Architectural Review Committee. All shrubbery must maintained so as to prevent plants or trees from growing to a height that would cut off air, or the visibility of any property owner. If a property owner fails to maintain such plant or tree growth, after written notice from the Declarant, or the Homeowners Association, then the Declarant and/or the Homeowners Association may enter the property to perform such needed maintenance or removal of plants or trees to comply with this section with the costs to be assessed and taxed to the property owner in like manner as failure to pay homeowners dues or assessments set forth herein.

27. All homeowners are required to keep the exterior of their homes in good repair and free of excessive mildew, mold and visible dirt. Excessive shall mean that if it can easily be seen from the

front or any side of the home, or from the street or from adjacent lots. Should the homeowner/lot owner fail to clean their property for more than thirty (30) days after written notice from the Declarant and/or the Architectural Review Committee, then the Declarant and/or the Architectural Review Committee shall accomplish said cleaning and all costs of same shall be charged to the lot owner. Failure to pay for any such charge for cleaning may result in action being taken to reduce the costs for same to judgment and filed as a lien against the property. Renters and/or tenants are not considered a responsible party for such action.

28. **NOTICE** residential subdivisions require erosion control features for infrastructure as well as for individual lot construction. Developers, Builders, Contractors and individual property owners must follow required plans during construction, or provide an individual plan meeting the requirements of Section R.72-307 of the Storm water Management and Sediment Reduction Act. The owner/grantee of any lot and/or tract in the subdivision by acceptance and recordation of a deed/title to said property accepts the terms and conditions of project SWP3 as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant developer and/or its successors and assigns. Further said property owner/grantee acknowledges that they will become a Co-permittee with the Owner/Operator (Declarant/developer) as well as other contractors that have become co-permittees to the general NPDES permit issued to the owner/operator of the facility (the Declarant or his, her or its successors and assigns). By acceptance and recordation of a deed to said herein described property the owner/grantee acknowledges that they will be legally accountable to the SC Department of Health and Environmental Control (DHEC) under the authorities of the Clean Water Act (CWA) and the SC Pollution Control Act to insure the compliance with the terms and conditions of the SWP3, and further that DHEC enforcement actions may be taken against any specific Co-Permittee, or combination of Co-Permittees, if the conditions of the SWP3 are not met.

29. The covenants and restrictions of this Declaration shall run with and bind the land and all parties acquiring same as well as their successors in title, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by the Declarant, without the consent or approval or any lot or other property owner, until the last lot in said subdivision as described in Exhibit "A", as well as any additions or extensions

EXHIBIT "A"
LEGAL DESCRIPTION
OF
HUNTERS CROSSING SUBDIVISION

All those certain pieces, parcels and lots of land with improvements thereon, if any, situate, lying and being in the County of Sumter, State of South Carolina, identified as the 56.43 acres, more or less, tract, the 36.57 acre, more or less, tract, as shown on that certain plat thereof prepared by Louis W. Tisdale, R.L.S. dated October 25, 2004 recorded in Plat Book 2005 at page 56, records of Sumter County.

ALSO, All that certain piece, parcel and tract of land with improvements thereon, if any, situate, lying and being in the County of Sumter, State of South Carolina identified as Parcel "B" containing 1.84 acres, more or less, and being more fully shown on a plat thereof prepared by Louis W. Tisdale, R.L.S. dated March 10, 2005 recorded in Plat Book 2005 at page 196, records of Sumter County.

Aforesaid Plats are specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. This description is in lieu of metes and bounds, as permitted by law under Section 30-5-250 of the 1976 Code of Laws of South Carolina, As Amended. Be all measurements a little more or a little less and according to said plats.