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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SUMTER )

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR  
THE MERITAGE AT HUNTERS CROSSING**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS (hereinafter called the "Declaration") made this 1<sup>st</sup> day of November 2019, by Pinnacle Properties of Sumter, LLC, (hereinafter called the "Declarant").

**WITNESSETH:**

WHEREAS, Declarant owns certain parcels of real property, located in Sumter County in the State of South Carolina, which real property is described in Exhibit A of this Declaration;

WHEREAS, Declarant desires to develop the property as a townhome community within the Hunters Crossing subdivision;

WHEREAS, Declarant desires to restrict the manner in which the property may be developed, maintained and operated;

NOW, THEREFORE, Declarant does hereby declare that the property shall be held, sold, conveyed and occupied subject to the following restrictions, covenants, obligations, easements and agreements which are for the purpose of protecting the value and desirability of the property and which shall run with the property, binding every party having any right, title or interest in the property or any part thereof and binding all heirs, successors and assigns.

**ARTICLE I. DEFINITIONS**

The following words when used herein shall, unless the context otherwise prohibits, have the meanings set forth below:

- a. "Declarant" shall mean and refer to **Pinnacle Properties of Sumter, LLC**, a South Carolina Partnership, its successors and assigns.
- b. "Declaration" shall mean and refer to this Declaration of **The Meritage at Hunters Crossing**.
- c. "Costs of Collection" shall mean and refer to all costs and expenses incurred by the Townhome Association in collecting Assessments or any other charges authorized herein whether or not any action at law and/or in equity instituted and whether incurred before or after any action at law and/or equity is instituted, including, without limitation, attorney's fees, management company/management agent charges, administrative fees and charges, court costs, and any other costs incurred by the Townhome Association.
- d. "Property" shall mean and refer to all of the land described in the Schedules annexed hereto, which land Declarant owns.
- e. "Townhome Association" shall mean and refer to **The Meritage at Hunters Crossing**, a South Carolina Nonprofit Corporation.
- f. "Unit" or "Home" shall mean and refer to any Building of single-family residential housing situated on the Property.
- g. "Owner" shall mean and refer to the Owner of fee simple title to any Unit in the Property. Each Owner shall be a member of the Townhome Association. Where such ownership is joint, tenancy in common or tenancy by the entirety, or otherwise consists of more than one (1) person, a majority vote of such Owners shall be necessary to cast any vote to which the Owners of that Unit are entitled.
- h. "Common Elements" or "Common Areas" shall mean and refer to the roadways and paths (including lighting), water and sewer facilities and any recreational facilities which may be constructed for the common use and enjoyment of the Owners.
- i. "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support of each adjoining property, situate or intended to be situate, on the boundary line between adjoining properties.
- j. "Lot" shall mean and refer to any plot of land intended and subdivided for residential use and shown on the subdivision map of the Property but shall not include the Common Areas.

## **ARTICLE II. HUNTERS CROSSING**

Property shall be subject to the Declaration of Covenants, Conditions and Restrictions of Hunters Crossing, and any amendments thereto. Units in the Townhome Association shall be members of the Hunters Crossing of Sumter Homeowners Association, Inc. and such membership shall be appurtenant to the ownership of a Unit.

## **ARTICLE III. THE TOWNHOME ASSOCIATION**

1. Formation: The Declarant has incorporated the Townhome Association under the South Carolina State Nonprofit Corporation Law to promote the health, safety and welfare of the residents of South Carolina. The Articles of Incorporation are attached as Exhibit B.

2. **Membership:** Membership in the Townhome Association shall be appurtenant to the ownership of a Lot and may not be separated from such ownership. No one who is not such a record Owner may be a member of the Townhome Association. The By-Laws are attached as Exhibit C.

#### ARTICLE IV. ASSESSMENTS

1. **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 Townhome 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 or for services, repairs, or expenditures made for the benefit of a particular Lot. 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 Townhome 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. Annual assessments and special assessments shall be levied at a uniform rate.

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.

2. **Commencement of Assessments:** Assessments shall commence on a Lot the sooner of the date of the issuance of a certificate of occupancy on a Home or upon the date the Townhome Association begins providing insurance, lawn maintenance and/or any other maintenance upon a Home.
  
3. **Effect of Nonpayment of Assessments: Remedies of the Townhome 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 Townhome 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. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Townhome 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. The lien provided for in this Section shall be in favor of the Townhome Association and shall be for the benefit of all other Owners. The Townhome 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 Townhome Association to take some action or perform some function required to be taken or performed by the Townhome 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 Townhome Association, or from any action taken by the Townhome 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.

## ARTICLE V. RIGHTS IN THE COMMON PROPERTIES

1. **Easement of Enjoyment:** Every Owner of a Unit, and his immediate family residing with him, as well his guests, tenants and invitees, to the extent permitted by the By-Laws of the Townhome Association and its Rules and Regulations, and no other person, shall have a right and easement of enjoyment in the entire Common Elements, including all its facilities and improvements.

No charge of any kind may be exacted from any Unit Owner of the Property for the exercise of the rights or the enjoyment of the easements described above.

2. Limitations on Easements of Enjoyment: The Townhome Association, through its Board of Directors, shall have the power to make and amend reasonable rules and regulations which shall be binding upon all Owners including rules and regulations which may limit the use of the Property by guests of Owners. Such rules and regulations shall govern the use and enjoyment of the Property. The Board of Directors shall have the power to enforce the provisions of this Declaration, By-Laws, and rules and regulations by any combination of the following: assessing fines (which may be collected in same manner as provided herein for assessments), suspending an Owners right to use and enjoy the Common Elements, suspending an Owners right to vote or otherwise participate in the affairs of Townhome Association, and/or bringing an action at law or in equity. No such suspension shall affect any Unit Owner's obligation to pay assessments.
  
3. Use of the Common Elements During Period of Construction and Sale: Easements of access, ingress and egress by foot and by vehicles, including construction vehicles, over roads and paths and otherwise are hereby reserved in favor of the Declarant, the remaining lands of the Declarant, its grantees, successors and assigns. The Declarant also reserves easements throughout the Common Elements on behalf of itself and such others for (a) the storage of construction materials, construction equipment and machinery and supporting facilities such as construction trailers, (b) for the purpose of installation, maintenance, use, repair and replacement of all sewer, water, power, telephone, gas and drainage pipes, lines, mains, conduits, wires, poles, transformers, pumps and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility or sewage or drainage system, and (c) for the installation, maintenance, repair and use of roads, paths and lighting, to facilitate completion, operation and sale of the Homes and Common Elements of the Townhome Association.
  
4. Easements for Municipal or Utility Uses: No portion of this Declaration shall be construed to prohibit the Declarant or the Board of Directors of the Townhome Association or the managing agent from granting to any governmental authority, or its designees, or to any other person, or corporation, easements in or licenses to use the Common Elements for performing, maintaining, or providing any activity or function or service in the nature of a municipal use, utility use, or semi-public utility use that such governmental authority or such person, or corporation customarily performs, maintains, repairs or provides, including, but not limited to, water supply, storm water or sanitation, sewerage, gas, electricity, telephone or cable television services.  
 Declarant reserves the exclusive right for itself and its agent to provide and use office facilities in the Common Elements, until such time as the Declarant completes the construction, marketing and sale of the Homes and, if the Declarant in its sole discretion so elects, any and all construction of whatever nature discretion so elects, any and all construction of whatever nature on the remaining lands of the Declarant; and the right of the Declarant to continue to use the Property, the Common Elements and any sales offices, model Homes and parking spaces located on the Property, in its efforts to

complete and market the Homes constructed on the Property or the remaining lands of the Declarant.

The covenants, conditions, restrictions, and agreements of this Declaration shall insure that the easements, licenses, rights and privileges established and created with respect to the Property shall be perpetual, run with the land and shall survive any destruction, reconstruction and relocation of the, physical structures, unless said provision is abrogated by the consent of eighty percent (80%) of the Unit Owners. The Townhome Association and each Unit Owner shall have the right to institute any proceeding at law or in equity to enforce the provisions of this Declaration now or hereafter imposed.

## ARTICLE VI. ARCHITECTURAL CONTROL

No building, fence, wall or other structure, or change or alteration to the exterior of the Homes or in the landscaping shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant unless delegated by Declarant to Board of Directors of the Townhome Association, or by an architectural committee composed of three or more representative appointed by the Board. The provisions of this paragraph shall not apply to Declarant. As set forth in the Townhome Association By-Laws, a majority vote of the Board of Directors shall be required for approval of any addition, change or alteration.

## ARTICLE VII. PARTY WALLS OR PARTY FENCES

1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply to each party wall or party fence which is built as part of the original construction of the Homes upon The Properties and any replacement thereof.

In the event that any portion of any structure, as originally constructed or approved by Declarant, including any party wall or fence, shall protrude over an adjoining lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lot or lots, and Owners shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence constructed by Declarant. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

2. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. Townhome Association is empowered to require Owners to make repairs and maintenance to a party wall if the Board of Directors deems prudent. The cost of reasonable repair and maintenance of a party fence shall be an expense of the Townhome Association.
3. **Right of Access.** Townhome Association shall have a right of access to each Unit to make repairs required under this Declaration during reasonable hours with notice to the Owner of a Unit. In the event of an emergency, or where a condition such as leaks, fire, pest infestation, contamination or other condition or nuisance exists that is causing or could cause damage to a Unit if not mitigated, the Townhome Association has an irrevocable right of access to correct such condition and may levy a Specific Assessment against such Lot for any costs incurred for entering and correcting such condition.
4. **Destruction by Fire or Other Casualty.** If a party wall or party fence is destroyed or damaged by fire or other casualty, and such damage is not otherwise covered by insurance available to the Townhome Association any Owner who has used the wall or fence must restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
5. **Weatherproofing.** Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.
6. **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## ARTICLE VIII. EXTERIOR MAINTENANCE

1. **Exterior Maintenance.** In addition to maintenance of the Common Areas, the Townhome Association shall provide exterior painting and/or staining, and pressure washing to the exterior building surfaces of each Unit which is subject to assessment under this Declaration, and maintenance and replacement of the roof on such Homes. Except for the roofs, the Townhome Association shall not responsible for replacement of exterior building surfaces unless such replacement is funded by an insurance claim. The Townhome Association shall also be responsible for maintenance of the Common Properties.
2. **Disrepair of Lots.** In the event the Owner of any Unit in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Townhome Association, including but not limited, where such maintenance functions are not otherwise directed by the provisions of this

Declaration to be performed by the Townhome Association, to structural and exterior maintenance of the roof, siding and facia of the Unit or other buildings, structures or improvements constructed on the lot, maintenance of walkways, driveways, parking spaces and roadways (including snow removal), upon direction of the Board of Directors, it shall have the right, through its agents and employcees to enter upon the lot upon which said Unit is located and to repair, maintain and restore the lot and the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessments to which such Unit is subject. Townhome Association shall also be authorized to enter upon Lots without Homes to provide lawn maintenance and other repairs and may levy a Specific Assessment against such Lot to recover the costs of lawn maintenance and repairs.

3. Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this Article, the Townhome Association, through its duly authorized agent and employees, shall have the right on notice to enter upon any Owner's Lot at reasonable hours, on any day except Sundays and holidays (except that in an emergency situation such notice need not be given and entrance may be made at any time).

#### **ARTICLE IX. USE OF PROPERTY**

The use of a Unit by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Directors and the following covenants and restrictions:

- a. The Unit and area restricted to the Member's use shall be maintained in good repair and overall appearance.
- b. Any Member who mortgages or sells his Unit shall notify the Board of Directors providing the name and address of his mortgagee or new owner.
- c. The Board of Directors shall, at the request of the mortgagee of the Unit, report any delinquent assessments due from the Owner of such Unit.
- d. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.
- e. No improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances, the regulations of all governmental bodies having jurisdiction thereof, shall be observed.
- f. Regulations promulgated by the Board of Directors concerning the use of the property shall be observed by the Members provided, however, that copies of such regulations are furnished to each Member prior to the time the said regulations become effective.
- g. The maintenance assessments shall be paid when due.
- h. All pets must be leashed and shall not be permitted to run loose.
- i. No resident of the Community shall post any advertisement or posters of any kind in or on the Properties except as authorized by the Board of Directors. This paragraph shall not apply to the Declarant.



- j. No fence or gate shall be erected on the Properties without the prior written consent of the Board of Directors. This paragraph shall not apply to the Declarant.
- k. No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior of Homes or on any lot without the prior written consent of the Board of Directors.
- l. No Owner shall move, remove, add or otherwise change the landscaping on the Properties without consent of the Board.
- m. No Owner shall paint or modify the exterior surfaces of windows, walls or doors opening out of his Unit.
- n. No person shall park a vehicle or otherwise obstruct any resident's use of ingress or egress to any garage, driveway, or parking space nor may any vehicle be parked on the roadways or upon any area not approved for parking. It is expressly agreed that the Declarant or Board of Directors may promulgate parking rules and regulations and may fine for parking in violation of this Declaration or any rules and regulations even upon roadways not owned by the Townhome Association.
- o. No repair of motor vehicles shall be made in any of the roadways, driveways or parking areas to the Development nor shall such areas be used for storage parking of any boat, trailer, camper, bus, truck or commercial vehicle without the written permission of the Board of Directors.
- p. No Owner shall make or permit any disturbing noises in any building or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners.
- q. Homes may be used for residential purposes only.
- r. Homes may not be rented for a period of less than 180 days and a Home may not be offered for lease more than two (2) times in a one year period.
- s. The Common Area shall not be obstructed, littered, defaced or misused in any manner.
- t. Every Owner shall be liable for any and all damages to the Common Area and the property of the Townhome Association, which shall be caused by said Owner or such other guest, tenant, visitor or pet of Owner.
- u. No interior alterations to a Unit are permitted which would impair the structural soundness of any party walls, reduce the levels of fire safety in neighboring Homes, or diminish the heat and sound insulation between Homes.
- v. It is prohibited to hang garments, rugs, etc., or to string clothes lines on any portion of the Unit, lot, or Common Area which may be seen from any portion of the Common Area.
- w. Homes may be rented for a term of not less than six (6) months nor more than one (1) year and no subletting shall be allowed.

The foregoing restrictions shall not be construed in a manner to interfere with the Declarant's right to develop property.

#### ARTICLE X. INSURANCE

1. Common Areas. The Board of Directors shall maintain general liability insurance, to the extent obtainable, if any, against liability for any negligent act of commission attributable

to the Townhome Association. All insurance premiums shall be a common maintenance expense of the Owners.

2. Homes. The Townhome Association shall obtain and maintain adequate insurance on all the Homes which shall insure the Homes for their full replacement value based upon the level of interior finishes provided in the original construction of Units, with no deductions for depreciation against loss by fire or other hazards or in an amount sufficient to prevent the Owner's from being co-insurers. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. The cost of such insurance shall be a common maintenance expense of the Owner's and any additional insurance shall be the obligation of the Owners or users of each Unit. Owners may independently purchase insurance to cover contents of the Units, loss of use or interruption, and improvements and upgrades made to the Units after the issuance of the original certificate of occupancy.
  - A. The purpose of such insurance will be to protect, preserve and provide for the continued maintenance and support of separately owned Homes which shall include common party walls, connected exterior roofs and other parts of the overall structure. Insurance obtained by the Board of Directors shall be written in the name of the Townhome Association as Trustee for the benefit of each Owner.
  - B. Repair or Replacement of Damaged or Destroyed Property. The Townhome Association shall utilize the insurance proceeds to reconstruct or repair any home destroyed by fire or other casualty. The insurance proceeds on policies secured either by the Owner or the Board of Directors shall be deposited in a bank or other financial institution, subject to withdrawal only by the signature of an agent duly authorized by the Board of Directors. Within thirty (30) days of the receipt of the insurance proceeds, the Board of Directors shall initiate the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the unit, in a good and workmanlike manner in conformance with the original plans and specifications. If the insurance proceeds are insufficient to pay the costs of rebuilding the damaged portions in a good and workmanlike manner, the Board of Directors shall levy a special assessment against the Owner insufficient to make up the deficiency.
  - C. Builders Risk Insurance. The Townhome Association shall not be required to purchase builders risk insurance for the original construction but may purchase builders risk insurance for any renovations or reconstruction.. Builders risk insurance shall be the responsibility of the builder or Owner of a Lot or Home. Townhome Association may require an Owner to provide proof of a builders risk insurance policy for any construction (including new construction or construction to an existing home) and may require that the Townhome Association be named as an additional insured.

## ARTICLE XI. EFFECT AND ENFORCEMENT

The Declaration shall become effective as of the date it is recorded in the Office of the Register of Deeds. Upon becoming effective, this Declaration runs with the land, binding the Declarant and its successors and assigns, and it shall be so construed.

## ARTICLE XII.

1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights or privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to, the Townhome Association and the Owners of Homes constructed on the Properties; and any Owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject in the case of the Common Properties to the Rules and Regulations of the Board of Directors, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.
2. Attorney's Fees and Costs. Should the Declarant or the Townhome Association employ counsel to enforce the Declaration, Articles of Incorporation, Bylaws, or the rules and regulations or to bring an action for damages, injunction or declaratory judgment or any other action at law or in equity because of a breach of the same including, but not limited to, collection or attempted collection of Assessments, all Costs of Collection incurred in such enforcement or action, including a reasonable fee for the Declarant's or the Townhome Association's counsel, shall be paid by the Owner of such Lot or Lots in breach thereof. Should the Developer or the Townhome Association, find it necessary to bring an action for Declaratory Judgment or to appear in an action for Declaratory Judgment or any other action at law or in equity, the Declarant and the Townhome Association, shall be entitled to all Costs of Collection, including but not limited to, attorneys' fees and cost, from the party who questioned the Declarant's or the Townhome Association's, interpretation of this Declaration, the Bylaws or the Regulations or the enforceability of the same.
3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with, and bind the land, and shall inure to the benefit of, and be enforceable by the Townhome Association, any Owner, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, until December 31, 2039, unless otherwise expressly limited herein, after which time, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The Declarant, its successors and assigns, may unilaterally amend or restate this Declaration at any time and for any reason until December 31, 2039. Thereafter or upon an assignment of the Declarant's right to amend to the Townhome Association, this Declaration may be amended by an affirmative vote of Owners holding not less than sixty six and two thirds percent (66 2/3%) of the votes of the membership. Any amendment must be properly recorded to be effective. Termination of this Declaration shall require the execution of an instrument signed by eighty percent (80%) of the Owners of Units.

4. **Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Townhome Association at the time of such mailing.
5. **Administration.** The administration of the Townhome Association shall be in accordance with the provisions of the Townhome Association By-Laws which are made a part of this Declaration and attached hereto as Exhibit "C". In the event it becomes necessary for Declarant or the Board of Directors to enforce any provisions of this Declaration or the By-Laws, such Home Owner, tenant, guest or occupant will be required to reimburse Declarant or the Board for any costs incurred in connection herewith, including attorney's fees and all such costs shall be a continuing lien and secured in the same manner as provided for assessments hereunder. The Home Owner shall at all times be responsible for his tenant's actions or omissions.
6. **Remedies Cumulative.** The remedies available pursuant to this Declaration, Articles of Incorporation, By-laws, and rules and regulations are cumulative, separate and independent, and exercise of any remedy, to include but not by way of limitation levying fines, suspension of rights and privileges, etc., shall not preclude exercise of any other remedy available at law or equity.

### **ARTICLE XIII. ALTERNATIVE DEVELOPMENT**

Notwithstanding anything contained in this Declaration to the contrary, the Declarant, its successors or assigns may elect not to develop the Property in accordance with its current intention and in this event, the Declarant, its successors or assigns, may develop the property in accordance with the zoning regulations which are then in existence to include commercial, mixed-use, multi-family, etc.

### **ARTICLE XIV. SEVERABILITY.**

Should any term or provision of this Declaration be deemed illegal or void by a court of competent jurisdiction the remainder hereof shall be unaffected thereby and remain in full force and effect, and the term or provision declared illegal or void shall only be unenforceable to the extent determined by such a court.

This Declaration 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.

In witness whereof, **Pinnacle Properties of Sumter, LLC** has by its duly authorized officer set its hand and seal this 1<sup>st</sup> day of November, 2019.

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