

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

**AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS
THE COVE SUBDIVISION**

**Cross Reference Declaration: Book 1291
PGS 3744-3751, Book 1076 at Page 722,
Book 1100 at Page 001119**

WHEREAS, Second Mill Developers, LLC hereinafter referred to as "Declarant" previously executed that certain Declaration of Protective Covenants and Conditions for the Cove Subdivision recorded with the Sumter County Register of Deeds on September 20, 2021 in Book 1291 at Page 3744-3751, February 11, 2008 in Book 1100 at Page 001119, May 3, 2007 in Book 1076 at page 722 (The "Declaration"); and

WHEREAS, ARTICLE V, Architectural Control, General Provisions Paragraph 22 of the Covenants referenced above states the covenants may be amended at any time by the Declarant, until the last Lot in the Subdivision has been sold; and,

WHEREAS, Declarant certifies that it owns at least one lot in the Cove Subdivision as of the date of execution hereunder; and

NOW THEREFORE, Declarant hereby approves the following Amendment to the Declaration wherein the real property described in the Declaration and any amendments and supplements thereto, shall be held, transferred, sold, conveyed, and occupied subject to these covenants, restrictions, conditions, easements, and liens hereafter set forth which shall run with the land and all Lots therein which shall be binding upon all Owners thereof.

1. Add paragraph 25 to Article VI as follows:

Leasing Provision- General Single Family Residential Lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than six months, except with the prior written consent of the Board of Directors. No shorter term subleasing shall be permitted by a tenant to circumvent the 6 month lease restriction.

Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board of Directors at the time of the execution of the lease.

This prohibition specifically includes rentals advertised through Airbnb, VRBO, Homeaway, or other similar hotel-like arrangements.

2. Add the following terms to Article V, paragraph 14 as follows:

GRADING, DRAINAGE, EROSION CONTROL AND RAIN GARDENS

General Grading, Drainage and Erosion Control. For purposes of this article, the responsibilities hereinafter described of an owner of a lot shall include the corresponding area of extended lot owner responsibility, in addition to the lot itself. The total responsibility for and cost of compliance with this section of the declaration shall be that of the owner of the lot. Any or all of the responsibility of the developer as a lot owner for drainage and erosion control on or from a lot and for the cost thereof may, if so stated in that agreement, be transferred through the execution of a written agreement between the developer and an individual or entity purchasing that lot. The developer, or the association, when empowered, shall have as remedies for non-compliance, the levying of assessments for non-compliance against that lot, the authority to enter the lot and take appropriate action to remedy the violation or the authority to bring legal action to force the owner of the lot to comply with the terms set out herein. In the event that the developer or the association takes such action to assure compliance, as with other violations of the declaration, all costs incurred by the developer or the association related to bringing the lot or area of extended lot owner responsibility into compliance shall be that of the lot owner and collectable by the developer from the lot owner or if by the association, shall be made a part of the association's continuing lien on the lot.

All grading, during and after construction, shall at all times be performed in accordance with (a) any applicable portions of the storm water management plan, or any sediment and erosion control plan, grading and drainage plan, pollution prevention plan or any other applicable plan which may be on file with the developer or association or filed with any applicable governmental agency or authority which conforms to regulations promulgated by the South Carolina department of health and environmental control and/or (b) any other applicable legislation, law, statute or ordinance governing the control of drainage. It shall at all times be the responsibility of the owner of the lot or, in the case of the contractual transfer of the responsibility for compliance directly from the developer to an individual or entity, that individual or entity, to request and review all such applicable plans. Unless such a request is made by said lot owner, individual or entity, failure on the part of the developer or association to supply that lot owner, individual or entity with copies of the applicable plans shall not be a defense for non-compliance or release of responsibility on the part of that lot owner, builder, individual or entity. Any lot owner, including builders, or builder, by acceptance of the deed to a lot, and at all times thereafter, shall have been deemed to have agreed to and accepted the responsibility as a co-permittee under any and all applicable storm water management plans and land disturbance permits, and to have assumed the responsibilities of a co-permittee and be bound to the above mentioned plans and permits and indemnify and hold the developer, the association and the architectural control authority harmless from any and all deviations by the lot owner, or their builder from that plan or from the lot owner's or builder's failure to comply with this declaration or any applicable legislation, laws, statutes or ordinances, whether such language is included in that deed, contract, or

acceptance or assignment document or whether they have executed a "co-permittee agreement" or not.

All temporary and permanent grading shall be performed in a manner to allow for proper drainage, to properly manage the flow of storm water run-off and to control erosion. During and after construction, owner (and during construction, owner's building contractor) shall be responsible for maintaining all grading and drainage to prevent the damming of water, increased runoff, or erosion that results in sediment loss. In no case shall sediment be allowed to wash onto or accumulate on adjacent lots, adjacent properties, into bodies of water, onto the streets of the community or into the storm drainage system; or to adversely affect any of these areas or improvements. Lot owner and lot owner's building contractor shall provide rip-rap, gravel exits, water bars, berms, sediment fences, hydro-seeding, sod, Rain Gardens (as defined herein and in the covenants), or other forms of erosion control as maybe required by the developer, the association, or the architectural control authority or any governmental agency.

Owner (and owner's building contractor upon completion of construction) shall insure that the grade of the lot, and any adjustment to that grade thereafter, does not cause the depth of any utilities installed upon the lot or area of extended lot owner responsibility to be reduced to less than the standard set forth by the utility provider or any applicable code, statute or law, whichever maybe deeper.

Rain Gardens. Rain Gardens, as defined in the original covenants, are the sole responsibility of the Owner to maintain and keep in compliance with the Storm Water Management Plan. In the event the Owner builds, excavates or otherwise alters the original Rain Garden established on their lot, whether or not shown on their original construction plan, that Owner will be responsible for repairing, replacing or constructing a new Rain Garden to comply with the applicable Storm Water Management Plan and to insure they meet the Rain Garden size requirements and ratios of Rain Garden to the house's square footage, also as set out in the original covenants.

A TOPOGRAPHIC MAP SHOWING THE LOCATION OF THE PROPOSED DWELLING FOOTPRINT, THE LOCATION AND SIZE OF THE RAIN GARDEN AND ANY OTHER DRAINAGE STRUCTURES, AND ANY OTHER IMPERVIOUS SERVICES SUCH AS DRIVEWAYS, PATIOS AND WALKWAYS, MUST BE PROVIDED TO THE ARCHITECTURAL REVIEW COMMITTEE AND THE DECLARANT FOR APPROVAL BEFORE ANY GRADING, IMPROVEMENT OR CONSTRUCTION IS COMMENCED ON THE LOT. THIS MUST BE SUBMITTED IN ADDITION TO THE PROPOSED HOUSE PLANS.

ONCE CONSTRUCTION HAS COMMENCED AND BEEN COMPLETED, AN INSPECTION OF THE STORMWATER REQUIREMENTS INCLUDING THE LOCATION AND SIZE OF THE RAIN GARDENS AS WELL AS GRADING, HOUSE LOCATION, AND DRIVEWAY LOCATION BE MADE TO THE DECLARANT AND ARCHITECTURAL REVIEW COMMITTEE. THE LOT

OWNER SHALL NOTIFY THE DECLARANT AND ARCHITECTURAL REVIEW COMMITTEE WHEN THEY ARE READY TO CONDUCT THIS INSPECTION.

IN THE EVENT THAT DEFICIENCIES ARE FOUND RELATED TO THE ABOVE REFERENCED INSPECTION OF THE RAIN GARDENS AND OVERALL COMPLIANCE WITH THE STORM WATER MANAGEMENT PLAN, THE ARCHITECTURAL REVIEW COMMITTEE AND THE DECLARANT SHALL ISSUE A FINE OF \$100 PER DAY AND NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNTIL THE DEFICIENCY CITED IN THE INSPECTION HAS BEEN CORRECTED, RE-INSPECTED, AND APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE AND THE DECLARANT. THE DECLARANT OR ARCHITECTURAL REVIEW COMMITTEE CAN ASSIGN THE INSPECTION DUTIES TO A THIRD PARTY OF THEIR SOLE CHOOSING.

IN THE EVENT THAT THE ASSOCIATION DETERMINES THAT THE NEED FOR MAINTENANCE, REPAIR OR REPLACEMENT OF THE RAIN GARDEN EXISTS, AND THE OWNER REFUSES TO MAKE THE NECESSARY REPAIRS, REPLACEMENT OR MAINTENANCE, THEN THE ASSOCIATION MAY PERFORM SUCH MAINTENANCE, REPAIR OR REPLACEMENT AT SUCH OWNER'S SOLE COST AND EXPENSE, AND ALL COSTS THEREOF, TOGETHER WITH ANY ASSESSMENTS FOR NON-COMPLIANCE LEVIED BY THE ASSOCIATION FOR NON-COMPLIANCE AND ALL COSTS OF THE COLLECTION SHALL BE ADDED TO AND BECOME A PART OF THE ASSESSMENT TO WHICH SUCH OWNER IS SUBJECT AND SHALL BECOME A LIEN AGAINST THE LOT OF SUCH OWNER. EACH OWNER IS RESPONSIBLE FOR THE ACTIONS OF AND THE COMPLIANCE WITH THESE DOCUMENTS AND SHALL FURTHER BE RESPONSIBLE FOR THE PAYMENT OF ANY ASSESSMENTS LEVIED FOR THAT NON-COMPLIANCE AND ALL COSTS ASSOCIATED THERETO.

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 Declaration and/or Bylaws for the Association.

Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the other where appropriate.

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. This Amendment is intended to be and shall be deemed to be a sealed instrument, governed by 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.

Therefore, the above are annexed into the Declaration's and become a part thereof.

In witness whereof, the Declarant has caused this instrument to be executed by its proper officer and its seal to be affixed thereto on this 15th day of March 2024.

SIGNED, SEALED AND DELIVERED

DECLARANT:

In the presence of:

Second Mill Developers, LLC.

[Signature]
Witness

BY: [Signature]
Van Hugh Jackson JR. Member

[Signature]
Witness

BY: [Signature]
Barbara H. Gullidge. Member

John M. Brabham Agency, Inc. Member
BY: [Signature]
John M. Brabham Jr. President

BY: [Signature]
Frank O. Edwards, VP & SEC

BY: [Signature]
TBD Group, LLC by Tyler B. Dunlap Jr. Mgr
(General Partner)

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

ACKNOWLEDGMENT

The undersigned Notary Public for the State of South Carolina, do hereby certify that he/she saw the above named Second Mill Developers, LLC by its Members, the Declarant, who has properly identified himself to him/her, sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntary on this 15th day of March, 2024.

(affix seal)

[Signature]

(here)

Notary Public for South Carolina

My Commission Expires: March 14, 2029